



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 Fort Marshall and the Resident;
- “Building” means the building known as **87 Marshall**, situated at **87 Marshall Road Singapore 424885**.
- “Furnishings” means the furniture, fixtures, fittings, appliances, and other items listed in Annex B or such other items as agreed and signed by Fort Marshall and the Resident;
- “Letter of Offer” refers to the offer issued by Fort Marshall to the Resident in respect of the Stay in the Apartment and provision of housekeeping services by Fort Marshall;
- “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;
- “Fort Marshall” means Fort Marshall Pte. Ltd. and shall include its assigns, successors in title, and its authorized management team (herein referred to as "the Management");
- “Rental & Service Fees” means the monthly fee payable for the Stay in the Apartment based on full calendar months, together with the service fee for the provision of maintenance and housekeeping services, as well as the maintenance of the common areas, amenities, and recreational facilities within 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 Fort Marshall as specified 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;
- “Keycard” means the electronic access card issued by Fort Marshall for entry into the Apartment and, where applicable, the Building, and includes any replacement or reissued card.
- “Apartment” means the specific room or bedroom in the Building that is from time to time allotted to the Resident by Fort Marshall, which includes the right to use common areas and shared facilities within the Building or a designated unit as part of the Stay; 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 AND STAY PERIOD

3.1 Occupation:

Fort Marshall 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.

<i>Please Sign</i>
Resident



3.2 Stay Period

The Stay Period shall be based on calendar dates as stated in the Letter of Offer and shall constitute a minimum of three (3) consecutive calendar months in compliance with applicable regulations.

3.3 Cancellation Prior to Commencement of Stay Period

Upon the Resident's acceptance of the Letter of Offer and payment of the Security Deposit, the Apartment is reserved for the Resident. In the event of cancellation by the Resident for any reason prior to the Arrival Date, such cancellation shall constitute a breach of this Agreement. In such event, the Security Deposit shall be applied in full as liquidated damages to cover administrative costs, reservation commitment, and loss of opportunity to re-let the Apartment, and such application shall be without prejudice to any other rights or remedies available to Fort Marshall under this Agreement or at law.

3.4 Extensions of Stay

Any request to extend the Stay Period is subject to availability and the prior written approval of Fort Marshall. All extensions must be requested and granted on a full calendar month basis only. Fort Marshall does not permit extensions on a per-night or per-week basis. The Resident must submit any extension request at least two (2) months in advance of the expiry of the Stay Period.

3.5 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, Fort Marshall 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.

4. KEYCARD ACCESS AND ENTRY RIGHTS

Fort Marshall will issue keycard(s) for access to the Apartment and Building. The Resident must keep the keycard(s) secure and report any loss or damage within twenty-four hours. Replacement or reprogramming may be charged where applicable. Fort Marshall is not liable for any loss or damage arising from the loss, misuse, or unauthorised use of the keycard(s). Fort Marshall retains master access rights and may enter the Apartment, or allow authorised persons to do so, as necessary.

5. PAYMENTS

5.1 Payment of Rental and Billing Cycle:

The Resident shall pay the Rental & Service Fees in advance. Billing shall be issued on a calendar-month basis commencing from the Arrival Date. Any partial month at the commencement or conclusion of the Stay Period shall be prorated based on the actual number of days in the relevant calendar month. The first payment shall be made as specified in the Letter of Offer, and all subsequent payments shall be due monthly in advance on the corresponding date of each calendar month throughout the Stay Period.

For example, where the Stay Period commences on 22 January, the next payment shall be due on or before 21 February, followed by subsequent payments on or before 21 March and so forth. Where a corresponding date does not exist in a particular calendar month, the payment due date shall fall on the last day of that month.

For the avoidance of doubt, the Stay Period and Rental are based on calendar months and calendar dates, and not on the number of nights occupied. Late or non-payment may result in any remedies available to Fort Marshall under this Agreement or at law.

5.2 Security Deposit:

The Resident shall pay a Security Deposit equivalent to one (1) month's Rental (based on the agreed monthly rate) as security for the due performance of all obligations under this Agreement, including payment of Rental & Service Fees and any loss, damage, or expenses incurred by Fort Marshall arising from any breach by the Resident or any Permitted Resident.

Fort Marshall may deduct from the Security Deposit all or any part of any unpaid Rental & Service Fees, costs, losses, damages, or other amounts payable by the Resident under this Agreement. If any deduction is made during the Stay Period, the Resident shall, within seven (7) days of written notice, top up the Security Deposit to the full original amount.

Subject to deductions, the Security Deposit (or balance thereof) shall be refunded to the Resident without interest within one (1) month after the expiration of the Stay Period, after settlement of all outstanding amounts, without prejudice to any other rights or remedies of Fort Marshall under this Agreement or at law.

<i>Please Sign</i>
Resident



5.3 Stamp Duty

The Resident shall be responsible for all stamp duty payable under this Agreement in accordance with the Stamp Duties Act of Singapore. Stamp duty shall be computed based on the aggregate rental payable for the full Stay Period under this Agreement.

The Resident shall pay the estimated stamp duty amount to Fort Marshall upon execution of this Agreement or prior to check-in, whichever is earlier. Fort Marshall shall, upon receipt, arrange for stamping with the Inland Revenue Authority of Singapore (“IRAS”) within the prescribed timeline and provide a copy of the stamped document or Stamp Certificate (where applicable) to the Resident. Any difference between the estimated and actual stamp duty (as determined by IRAS) shall be borne by the Resident, and Fort Marshall shall not be liable for any variation arising from IRAS assessment.

5.4 Telecommunication Services:

- a) The Resident shall pay Fort Marshall 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 Fort Marshall, 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 Fort Marshall.
- 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 Fort Marshall 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 Fort Marshall of this in writing at least one day in advance and to first obtain the written permission from Fort Marshall. For the avoidance of doubt, Fort Marshall 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.

5.5 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 Fort Marshall, at its sole and absolute discretion, Fort Marshall shall issue a notice to the Resident and Permitted Residents of such excessive usage. If the excessive usage continues after the notice, Fort Marshall 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:

Fort Marshall hereby grants to the Resident, the right for the Resident and the Permitted Residents, but only so far as necessary and as Fort Marshall 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 Fort Marshall; Provided that such right shall be exercised in common with Fort Marshall, other residents and all others so authorised by Fort Marshall.

6.2 Reservation by Fort Marshall:

For the avoidance of doubt, Fort Marshall 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. Fort Marshall has the right to enter the Apartment for the performance of the services rendered by Fort Marshall under this Agreement including housekeeping and maintenance services.

6.3 The Resident covenants with Fort Marshall that the Resident shall: -

a) Use of Apartments:

The Apartment shall be used solely as a private residential unit by the Resident and Permitted Residents, and the maximum occupant capacity specified in the Letter of Offer shall be strictly observed at all times. No person shall occupy the Apartment unless registered with and approved by Fort Marshall. The Resident shall notify Fort Marshall in advance of any change or addition of occupants and shall ensure that all occupants are duly registered prior to occupation. For the purposes of determining maximum

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Resident



occupancy, children of all ages shall be included in the total headcount. Where the Resident is a corporation, each Permitted Resident shall be required to observe a minimum stay period of three (3) consecutive calendar months, unless otherwise approved by Fort Marshall in writing.

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 Fort Marshall 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 Fort Marshall upon the expiration of the Stay Period.

c) Condition of Apartment, Furnishings and Defect Reporting:

The Resident shall keep the Apartment and Furnishings in good and clean condition, fair wear and tear excepted and use all fittings and fixtures properly. Fort Marshall shall handle minor repairs and maintenance arising from normal use, while the Resident shall be responsible for reasonable costs of repair or replacement of significant damage caused by the Resident or guests through wilful or negligent acts, as reasonably determined by Fort Marshall. The Resident shall promptly notify Fort Marshall in writing of any damage or defects in the Apartment or its facilities. Upon commencement of the stay period, an inventory list and condition report will be provided, and the Resident shall have seven (7) days to inspect and report any discrepancies not listed, which shall be deemed pre-existing unless proven otherwise. After this period, the Resident is deemed to have accepted the condition of the Apartment, except for latent defects not reasonably identifiable upon inspection.

d) Duty to make good:

To make good to the satisfaction of Fort Marshall any damage or breakage caused to any of Fort Marshall's fixtures, furniture, fittings and appliances and if the Resident fails to do so Fort Marshall may make good such damage or breakage. All costs incurred by Fort Marshall in making good such damage or breakage shall be paid by the Resident to Fort Marshall 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 Fort Marshall all sums paid by Fort Marshall by way of increased premium and all expenses incurred by Fort Marshall 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 Fort Marshall 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 Fort Marshall for the use, maintenance and security of the Apartment, the Building, and the facilities therein. Fort Marshall 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 Fort Marshall to the Resident. A set of Fort Marshall'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 Fort Marshall:

Should the Resident receive any notice from any government, statutory or public authority with respect to the Apartment, the Resident shall forthwith notify Fort Marshall in writing.

<i>Please Sign</i>
Resident



6.4 Amicable Sharing:

The Resident must use its best endeavours to share the Building amicably and peaceably with Fort Marshall and with such other residents as Fort Marshall 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 Fort Marshall:

Fort Marshall 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, Fort Marshall 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 Fort Marshall 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 Fort Marshall 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;
Fort Marshall shall be entitled to immediately terminate this Agreement but without prejudice to the right of action of Fort Marshall 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 Fort Marshall 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 Fort Marshall, the Apartment with the Furnishings in good and clean condition (fair wear and tear excepted) and to return the keycards to Fort Marshall 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 Fort Marshall.
- b) If the Resident shall fail to deliver the Apartment and the Furnishings as aforesaid, Fort Marshall 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 Fort Marshall 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 Fort Marshall 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 Fort Marshall 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

<i>Please Sign</i>
Resident



- 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 AND MAINTENANCE SERVICES

For the duration of the Stay Period, Fort Marshall agrees to provide, and the Resident agrees to accept, Housekeeping and Maintenance service on a schedule basis for general upkeep of the Apartment and common areas. Such services are ancillary and do not constitute hotel-style or daily serviced accommodation. Housekeeping services in relation to the general cleaning of the Apartments, once a week, 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. Maintenance of common areas shall be managed by Fort Marshall.

9. OTHER PROVISIONS

9.1 Legal Costs and Expenses:

The Resident shall bear all legal costs and expenses (including Fort Marshall’s solicitors’ fees on a full indemnity basis) incurred in preserving or enforcing any of Fort Marshall rights under this Agreement or in connection with any claim or legal proceedings which may be brought by Fort Marshall 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, Fort Marshall may remove, store, sell, or otherwise dispose of such property at its discretion. The Resident shall reimburse Fort Marshall 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 Fort Marshall 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, Fort Marshall shall be entitled to retain any unclaimed balance.
- b) Nothing herein shall be construed to impose on Fort Marshall 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 Fort Marshall against any liability incurred by it to any third party whose property shall have been sold or disposed of by Fort Marshall 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 Fort Marshall 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 Fort Marshall 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 Fort Marshall herein. No waiver by Fort Marshall shall be inferred from or implied by anything done or admitted by Fort Marshall. A waiver by Fort Marshall 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 Fort Marshall 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 Fort Marshall (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 Fort Marshall under this Agreement the Resident shall pay all such Taxes on receipt of written notice from Fort Marshall.

9.5 Not Liable:

Insofar as permitted by law, Fort Marshall 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 Fort Marshall, whether arising from the use,

<i>Please Sign</i>
Resident



occupation, condition, or otherwise, and whether caused by accident or otherwise. The Apartment, Building, 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 Fort Marshall shall not be liable to the Resident nor shall the Resident have any claim against Fort Marshall or be entitled to withhold any Rental & Service Fees payable to Fort Marshall in respect of:

- a) Any interruption or failure in any of the services to be provided by Fort Marshall 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 Fort Marshall 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 Fort Marshall 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, Fort Marshall's total 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 Stay Period is fixed and binding. Any early termination or vacation of the Apartment prior to the expiry of the Stay Period for any reason shall constitute a breach of this Agreement. In such event, Fort Marshall shall be entitled to apply the Security Deposit in full. Any prepaid Rental & Service Fees for the unexpired portion of the Stay Period shall not be refunded. Fort Marshall shall further be entitled to recover any outstanding Rental & Service Fees up to the date of termination or vacation, and a pro-rated reimbursement of reasonably incurred agent commission, where incurred, attributable to the unexpired portion of the Stay Period. Any shortfall after application of the Security Deposit shall remain payable by the Resident and shall constitute a debt due to Fort Marshall. Where the Security Deposit has been waived, the Resident shall remain liable for all sums due under this clause.

9.8 Interest on Arrears:

In addition and without prejudice to any other right, power or remedy of Fort Marshall, 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 Fort Marshall (as well after judgement as before).

9.9 Service of Notice:

All notices and documents provided for in this Agreement shall be in the English language and shall be deemed properly given if personally delivered to the Resident at the Apartment, transmitted by postage-prepaid registered mail to the Resident's office or last known address in Singapore, or sent via electronic mail or digital signature platform to the addresses and contact details indicated in the Letter of Offer. Any notice or document shall be deemed received by the addressee two (2) working days following the date of despatch by post, or simultaneously with the delivery or transmission if sent by hand, electronic mail, or digital platform on or before the close of a working day, otherwise on the next working day. Either party may change its address or contact details by providing valid written notice to the other party.

<i>Please Sign</i>
Resident



9.10 Fort Marshall Right to Assign:

The Resident hereby expressly acknowledges and undertakes to Fort Marshall that where Fort Marshall 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 Fort Marshall as its new licensor and shall upon the request of Fort Marshall forthwith release Fort Marshall from all its obligations under the provisions of this Agreement and in particular the obligation of Fort Marshall to refund the Security Deposit in terms of clause 5.2. Where required by Fort Marshall, the Resident shall execute any assignment, novation, agreement or such other document to be made or entered into by Fort Marshall 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 Fort Marshall'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 Fort Marshall'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, Fort Marshall 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



Annex C RULES AND REGULATIONS

1) Commencement and License Period

The Resident is granted a license to occupy the assigned room (referred to herein as the Apartment) for the period specified in the Letter of Offer. The Resident shall be permitted to occupy the Apartment from the commencement date and shall vacate the Apartment on the expiry date or upon earlier termination by Fort Marshall. Once the booking is confirmed and the Stamp Duty has been processed with the Inland Revenue Authority of Singapore (IRAS), the Stay Period dates are considered final and cannot be amended. Any requests for extensions or changes prior to stamp duty processing shall be subject to Fort Marshall's prior written approval and availability, and administrative fees may apply.

2) Occupancy

Only approved Permitted Residents may occupy the Apartment, and the Resident shall ensure all occupants are registered with Fort Marshall and remain responsible for their conduct at all times. Occupancy limits imposed by Fort Marshall or relevant authorities shall be strictly observed, and for the avoidance of doubt, children are considered individual occupants and are included in the total headcount for capacity purposes. Children must be supervised at all times and shall not cause nuisance, obstruction, or damage to common property.

3) Use of Shared Facilities and Visitor Policy

Use of shared facilities shall comply with all applicable building rules and Fort Marshall regulations. Visitors are permitted during reasonable hours. Overnight stays are strictly prohibited, and any visitor remaining in the Apartment between 11:59 PM and 7:00 AM shall be deemed an unauthorised occupant. Management shall not be liable for any injury, loss, or damage arising from the use of shared facilities by the Resident, any Permitted Resident, or their visitors.

4) Moving and Deliveries

Prior approval is required for any bulky item movement, deliveries, or use of lifts as service lifts, and the Resident shall comply with all Fort Marshall requirements including lift protection booking and timing restrictions. All Residents parcels, deliveries, and items shall be collected from the Level 1 collection point at the Resident's own risk, and Management shall not be liable for any loss, damage, or missing items arising therefrom.

5) Common Areas and External Appearance

Common property, including corridors, staircases, lifts, and entrances, shall not be obstructed. No personal belongings, refuse, or items shall be placed in such areas at any time. No items shall be placed, displayed, or hung outside the Apartment, including windows or balconies, in breach of Fort Marshall rules or as deemed inappropriate by Management.

6) Prohibited Activities

- No gambling, illegal acts, or unlawful assemblies. No door-to-door solicitation without prior written consent.
- Pets are strictly prohibited.
- Smoking is prohibited inside apartments and floor lobbies.
- Barbeque or cooking on balconies is strictly prohibited.

7) Fixtures, Appliances, and Maintenance

No alterations, additions, or installation of furniture, equipment, or fixtures shall be made without prior written approval. All provided items shall be used properly and maintained in good condition. The Resident shall promptly report any defect, damage, or maintenance issue affecting the Apartment or common property and shall be liable for any damage caused by misuse, negligence, or breach.

8) Compliance with Laws and Regulation

The Resident shall comply with all applicable laws, regulations, and Fort Marshall rules governing the use of the Apartment and the Building.

9) Penalties, Deposit Deductions and Enforcement

Without prejudice to any other rights or remedies, Fort Marshall may apply the Security Deposit towards any unpaid Rental & Service Fees, liquidated damages arising from cancellation prior to commencement of the Stay Period or early termination of this Agreement, damages, cleaning costs, administrative charges, or any other sums due and payable under this Agreement. Where the Security Deposit is insufficient to cover such amounts, the Resident shall remain liable for the balance, which Fort Marshall may recover as a debt. In the event of material breach, non-payment, or failure to comply with this Agreement, Fort Marshall reserves the right to suspend services and require the Resident and any occupants to vacate the Apartment in accordance with applicable notice provisions, or immediately where permitted under this Agreement or at law.

<i>Please Sign</i>
Resident