

Company Reg No. 198103027M | Estate Agent Licence No.: L3002382K 450 Lorong 6 Toa Payoh, ERA APAC Centre, Singapore 319394 Tel: +65 6226 2000 | Fax: +65 6220 0066 | era.com.sg

Tenancy Agreement (PTE)

THIS AGREEMENT made on the 13 NOVEMBER 2023.

BETWEEN

NAME: TAI SHI MIN NRIC No: S8121351H

(hereinafter called "**the Landlord**" which expression shall where the context so admits include the person entitled for the time being to the reversion immediately expectant on the term hereby created) of the one part

AND

NAME: TAGLIAVINI MATTEO

FIN No: M4292310Q

(hereinafter called "the Tenant" which expression shall where the context so admits include the Tenant's successors and assigns) of the other part.

NOW IT IS HEREBY AGREED as follows:

- (a) The Landlord agrees to let and the Tenant agrees to take all that property known as 8 JURONG LAKE LINK, #15-26, LAKE GRANDE, SINGAPORE 648130 (hereinafter called the "Said Premises") together with the furniture, fixtures, and fittings therein belonging to the Landlord as specified in the Inventory List annexed hereto (hereinafter called "the furniture") TO HOLD unto the Tenant from the 24TH JANUARY 2024 TO 23RD JANUARY 2026 for a term of TWENTY FOUR (24) months, at the rent of Singapore Dollars THREE THOUSAND THREE HUNDRED ONLY (\$\$3300) per month.
 - (b) The first payment of Singapore Dollars <u>THREE THOUSAND THREE HUNDRED ONLY (\$\$3300)</u> for the rent for the period from <u>24TH JANUARY 2024 TO 23RD FEBRUARY 2024</u> is payable on <u>24th January 2024</u>. Subsequent payment of Singapore Dollars <u>THREE THOUSAND THREE HUNDRED ONLY (\$\$3300)</u> is payable monthly in advance without deduction whatsoever on the <u>24TH</u> day of each month via Direct Bank as per following details:

Bank: POSB SAVINGS

Account Name: TAI SHI MIN Bank Account No: 180-09303-6

- 2. The Tenant hereby agrees with the Landlord as follows:
 - (a) To pay the said rent at the same times and in the manner aforesaid.

(b) Security Deposit

(i) To pay a deposit of Singapore Dollars <u>SIX THOUSAND SIX HUNDRED ONLY (\$\$6600)</u> being equal to <u>(02)</u> months' rent upon the signing of this Agreement (the receipt whereof the Landlord hereby acknowledges) as security for the due performance and observance by the Tenant of all covenants, conditions and stipulations on the part of the Tenant herein contained, failing which the Tenant shall forfeit to the Landlord the said deposit or such part thereof as may be necessary to remedy any such default. PROVIDED ALWAYS that if the Tenant shall duly perform the said covenants, conditions and stipulations as aforesaid, up to and including the date of expiration of the term hereby created, the Landlord shall repay the said deposit within fourteen (14) days from the date of such expiration without any interest. This deposit shall not be utilized as set-off for any rent due and payable during the currency of this Agreement. In the event of a sale or disposal of the Said Premises by the Landlord, the Tenant consents to the transfer of the security deposit to the new owner(s) of the Said Premises and hereby agrees to release the Landlord from all obligations in respect of the security deposit.





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Tenancy Agreement (PTE)

(ii) Should this tenancy be terminated by the Tenant prematurely before the expiration of this tenancy (except as otherwise provided in this Agreement), the security deposit shall be forfeited to the Landlord without prejudice to the right of action of the Landlord for claim to losses and damages or otherwise in respect of any such breach or any antecedent breach.

(c) Telephone Charges

To pay all charges due in respect of any telephones or other equipment installed at the Said Premises, including any tax payable thereon.

(d) Utility/Cable TV Charges

To pay all charges for the supply of water, electricity, gas and any water borne sewerage system, any such installations installed or used at the Said Premises, including any tax payable thereon. Further, to pay all charges for Cable Television and internet facilities including the installation charges and any tax payable thereon.

(e) Maintenance of Fixtures & Fittings

To keep the interior of the Said Premises including the sanitary and water apparatus and the furniture and the doors and windows thereof in good and tenantable repair and condition throughout this tenancy (fair wear and tear and damage by any act beyond the control of the Tenant excepted).

(f) Access to Premises

To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the Said Premises at all reasonable times by prior appointment (except in the case of emergency where no appointment is required) for the purpose whether of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements whether of the Said Premises or of any parts of any building to which the Said Premises may form a part of or adjoin.

(g) Minor Repairs

To replace electric light bulbs and tubes and be responsible for all minor repairs and replacement of parts and other expendable items at its own expense up to Singapore Dollars **TWO HUNDRED ONLY (\$\$200)** per item per incident. In the event such expenditure exceeds (\$\$200), the Tenant shall bear the first (\$\$200) and any excess thereof shall be borne by the Landlord. For repairs above (\$\$200), Landlord's approval must be obtained prior to such repair and the Landlord reserve the right to engage his contractor. This clause shall not apply if the repairs or replacements are due to any willful act or default or neglect of the Tenant or its servants, occupants or visitors. For avoidance of doubt this clause does not apply to any expenses incurred by the Landlord in repair and replacement of parts mentioned in clause 3(c) of this Agreement, save for the provisos of the said clause.

(h) Comply with Management Corporation

To comply with all such rules and regulations and terms and conditions as may be imposed from time to time on occupiers of the building by the Management Corporation or other bodies (where applicable) for the proper management of the same.

(i) Maintenance of Air-Con

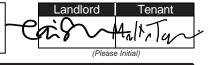
To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning system, window or casement units, including the topping-up gas and chemical cleaning (if required), installed at the Said Premises, at least once every three (3) months at the expense of the Tenant and to keep them in good and tenantable repair and condition, throughout the term of this Agreement. A copy of the service contract shall be forwarded to the Landlord.

(j) Yield Up Premises

To yield up the Said Premises at the expiration or sooner determination of this Tenancy in such good and tenantable repair and condition (fair wear and tear excepted), including the dry cleaning of curtains provided (if any) and general cleaning of the Said Premises and shall be in accordance with the conditions, covenants and stipulations herein contained and with all locks, keys and the furniture.

(k) Viewing of Premises by Prospective Tenants

During the <u>two (02)</u> months immediately preceding the expiration or early termination of this Tenancy, to permit the Landlord or its representative at all reasonable times and by prior appointment to bring interested parties to view the Said Premises for the purpose of letting the same.





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Tenancy Agreement (PTE)

(I) Sale with Tenancy

During the term of this Tenancy, to allow the Landlord or its representatives at all reasonable times and by prior appointment to bring any interested parties to view the Said Premises in the event of a prospective sale thereof. The Said Premises shall be sold subject to this Tenancy. The Tenant consents for the Landlord and/or its representatives to disclose the entirety of this Agreement, any supplementary agreements/addendums to this Agreement and the Tenant's contact details to the Landlord's representatives who are assisting the Landlord in the sale of the Said Premises and parties (including their representatives) who are interested in purchasing the Said Premises.

(m) No Unauthorized Alterations

Not to make or permit or suffer to be made any alterations or additions (structural or otherwise) to the Said Premises or any part thereof without first obtaining the Landlord's written consent.

(n) Hanging of Pictures

Not to affix nails, screws, or any sharp fixtures on the walls of the Said Premises for the purpose of hanging pictures or the likes without the Landlord's consent, which consent shall not be unreasonably withheld. At the Tenant's expense, the Tenant shall patch up and paint the affected parts to the original condition and the same colour tone at the expiration or early determination of this Tenancy.

(o) Cleaning of Curtains

To dry clean the day and night curtains installed in the premises at the end of the Tenancy. All curtains to be drycleaned and re-hung. Copies of the relevant receipts are to be provided to the Landlord.

(p) Use of Premises

To use the Said Premises strictly as private residence only and not to do or permit to be done upon the Said Premises any act or thing which may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of any other adjoining occupiers or to give reasonable cause for complaint from the occupants of neighbouring premises and not to use the said premises for any unlawful or immoral purposes.

(q) No Subletting

Not to assign sublet or part with the possession of the Said Premises or any part thereof without the written consent of the Landlord.

(r) No Keeping of Pets

Not to keep or allowed to be kept in the Said Premises any animals, birds or pets without the written consent of the Landlord and shall be subject to the rules and regulations of the Animal & Veterinary Service and other relevant government authorities.

(s) No Unauthorized Storage

Not to keep or permit to be kept on the Said Premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or subsidiary legislation.

(t) Void of Insurance

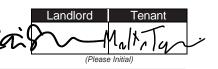
Not to do or permit to be done anything whereby the policy or policies of insurance on the Said Premises against damage by fire may become void or voidable or whereby the premium thereon may be increased.

(u) No Unauthorized Occupants

Only the persons listed under Annex A of this Agreement and approved by the Landlord are permitted to occupy the Said Premises, and provided that such occupancy is for the purpose stated in this Agreement.

The Tenant shall at all times ensure that all occupants of the Said Premises comply with all applicable laws for entering and staying in Singapore, and without prejudice to the generality of this sub-clause: -

- (i) The Tenant shall produce to the Landlord for inspection the originals of all occupants' identity cards/passports and other relevant documents evidencing their legal entry into and stay in Singapore before the commencement of this Agreement, and thereafter, before any new permitted occupant moves in; and
- (ii) If the relevant Singapore immigration or work pass of an occupant expires during the term of this Agreement, the Tenant shall produce to the Landlord for inspection the originals of all occupants' identity cards/passports and other relevant documents evidencing their legal entry into and stay in Singapore on or before the expiry thereof.





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Tenancy Agreement (PTE)

(v) Indemnify Landlord

To indemnify and keep the Landlord indemnified (against any fines, summons, convictions etc.) to the fullest extent as allowed by the laws of the Republic of Singapore, for any violation or non-conformance by the Tenant and/or permitted occupants, of the Immigration Act and/or the Employment of Foreign Manpower Act.

3. The Landlord hereby agrees with the Tenant as follows:

(a) Taxes

To pay all rates, taxes, maintenance charges and any surcharges thereon, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the Said Premises including any surcharges payable thereon.

(b) Insurance

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

(c) Repair of Air-Con

To be responsible for the repair and replacement of parts in respect of the air-conditioning units installed at the Said Premises save where the same are caused by any act, default, neglect or omission on the part of the Tenant or any of its servants, agents, occupiers, contractors, guests or visitors.

(d) Maintenance

To maintain the structural condition of the Said Premises including sanitary pipes and electric wiring and to keep the roof of the Said Premises in good and tenantable repair and condition.

(e) Quiet Enjoyment

That the Tenant paying the rent hereby reserved and observing and performing the several conditions, covenants and stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the Said Premises during this tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

4. Provided always and it is expressly agreed as follows:

(a) Right of Re-Entry

If the rent hereby reserved shall not be paid for <u>seven (7) days</u> after its due date (whether formally demanded or not) or if there shall be a breach of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, the Landlord shall be entitled to re-enter upon the Said Premises and thereupon this Tenancy shall immediately absolutely determine but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach.

(b) Default in Rent

In the event the rent remaining unpaid for **seven (7) days** after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment.

(c) Exclusion of Liability

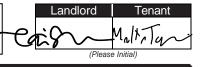
The Landlord shall not be liable to the Tenant or the Tenant's servants or agents or other persons in the Said Premises or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel property sustained on the Said Premises.

(d) Comply with URA Leasing Regulations

The Parties hereto shall at all times comply strictly with URA's Rules and Regulations on Leasing of Residential Properties.

(e) Premises Damaged or Destroyed

In case the Said Premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire, lightning, riot, explosion or any other cause beyond the control of the parties hereto so as to be unfit for occupation and use, then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act, default, neglect or omission of the Tenant or any of their servants





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Tenancy Agreement (PTE)

agents occupiers guests or visitors), the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the destruction or damage sustained shall be suspended and cease to be payable in respect of any period while the Said Premises shall continue to be unfit for occupation and use by reason of such destruction or damage.

(f) Right to Terminate

In case the Said Premises shall be destroyed or damaged as aforesaid, either party shall be at liberty by notice in writing to the other to determine this tenancy, and upon such notice being given, this tenancy or the balance thereof shall absolutely cease and determine and the deposit paid hereunder together with a reasonable proportion of such advance rent as has been paid hereunder, where applicable, shall be refunded to the Tenant forthwith but without prejudice to any right of action of either party in respect of any breach or antecedent breach of this Agreement by the other.

(g) Diplomatic/Early Termination Clause

Notwithstanding anything herein contained, if at any time after the expiration of **TWELVE (12)** months from the date of the commencement of this tenancy, the immediate Tenant of the Said Premises, shall be transferred, assigned, posted or relocated out of the Republic of Singapore permanently by his organization or cease to be employed and required to leave the Republic of Singapore, then and in such a case, it shall be lawful for the Tenant to determine this Tenancy by giving not less than **TWO (02)** months' advance notice (this is in addition to the **TWELVE (12)** months aforesaid) in writing to the Landlord or by paying **TWO (02)** months' rent in lieu of such notice. Documentary evidence of such transfer or cessation shall be required and such notice shall be deemed to have commenced on such date as the Landlord shall have actually received such evidence.

(h) Refund of Commission

If this tenancy is terminated prematurely due to the fault of the Tenant or when the Tenant exercises the diplomatic/early termination clause aforesaid, the Tenant shall reimburse to the Landlord, in respect of the unexpired portion of the tenancy, a proportionate part of the commission of Singapore Dollars THREE THOUSAND FIVE HUNDRED AND SIXTY FOUR ONLY (\$\$3564), inclusive of Goods and Services Tax, paid by the Landlord to his real estate agent, ERA Realty Network Pte Ltd. The Landlord shall be entitled to deduct such refund from the deposit held by the Landlord.

(i) Option to Renew

The Landlord shall on the written request of the Tenant made not less than <u>TWO (02)</u> months before the date of expiry of this tenancy, and if there shall not at the time of such request be any existing breach or any non-observance of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, at the expense of the Tenant, grant to the Tenant a tenancy of the Said Premises for a further term of <u>Twelve (12)</u> months from the date of expiry of this tenancy at a rent to be mutually agreed between the parties but otherwise containing the like conditions, covenants and stipulations as are herein contained with the exceptions of this option for renewal and for the rent stipulated in clause 1 hereof, which shall be that as mutually agreed between the parties hereto. The calculation of the security deposit for the new term shall be based on the revised rent.

(j) Joint Inspection

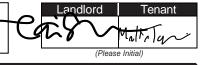
Upon expiration of the said Term or earlier determination, the Tenant shall deliver the said premises to the Landlord after a joint inspection thereof by both parties, and thereafter the Tenant shall not be under any liability whatsoever to the Landlord nor shall the Landlord have any claim against the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

(k) Waiver

The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein, operates as a waiver of any breach or default of the other party. Acceptance by the Landlord of the rent hereby reserved shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of a breach by the Tenant of any of the Tenant's obligations hereunder.

(I) En-Bloc Notice

Should the Said Premises be affected by En-bloc Redevelopment, it shall be lawful for the Landlord to determine this tenancy by giving not less than three (03) months' advance notice in writing to the Tenant and to refund the security deposit (free from interest) to the Tenant without prejudice to any right of action of the Landlord for damage or otherwise in respect of any breach or antecedent breach.





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Tenancy Agreement (PTE)

(m) Approval by Mortgagee

The Landlord warrants that where the Said Premises is mortgaged or charged or subjected to other such encumbrances, the Landlord has obtained the prior written consent of the financial institutions for the lease of the Said Premises.

(n) Commission Fully Earned

It is expressly understood by the Landlord and the Tenant that the commission paid to their respective estate agencies (if any) as the brokerage fee in this transaction has been fully earned, and therefore no claims shall be made by the Landlord or Tenant against the respective estate agencies (if any) for a refund of the commission should the Landlord or Tenant prematurely terminate the Tenancy herein for any reasons whatsoever.

(o) Service of Notice

Any notice served under or in any way in connection with this Agreement shall be sufficiently served on the Tenant if left at the Said Premises or delivered to the Tenant personally or sent to the Tenant at the Said Premises by registered post and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the abovementioned address by registered post. Any notice sent by registered post or email shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

(p) Stamp Duty

The stamp duty of this Agreement and administrative charges payable shall be borne by the Tenant and shall be paid on the date of signing of this Agreement.

(q) Governing Law

This Agreement shall be governed and construed in accordance with the laws of Singapore and the jurisdiction of the Singapore courts.

(r) Rights of Third Parties

No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of this Agreement.

(s) Headers

The headers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or clauses of this Agreement nor in any way affect this Agreement.

(t) In this Agreement unless the context otherwise requires:

The expression "the Landlord":- (i) where the Landlord is a person shall include its personal representatives and assigns; and (ii) where the Landlord is a company shall include its successors-in-title and assigns;

The expression "the Tenant":- (i) where the Tenant is a person shall include its personal representatives and permitted assigns; and (ii) where the Tenant is a company shall include its successors-in-title and permitted assigns;

Where the Landlord consists of two (2) or more persons, all covenants and stipulations made by or applicable to such persons are made or applicable jointly and severally;

Where the Tenant consists of two (2) or more persons, all covenants and stipulations made by or applicable to such persons are made or applicable jointly and severally;

The expression "person" shall mean any individual, firm, company, or other legal entity; Words importing the neuter gender shall include the masculine and feminine genders and vice versa; and Words in the singular shall include the plural and vice versa.

Should any provision of this Agreement be declared void, unenforceable or illegal by any competent authority or court, this shall not affect the other provisions of this Agreement which are capable of severance, which shall continue unaffected.

Important! This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. **ERA Realty Network Pte Ltd** disclaims any liability whatsoever arising from the use of this document (including any amendment(s) to this document).

Landlord Tenant

(Please Initial)



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IN WITNESS WHEREOF the parties have hereunto set their hands as shown below.

SIGNED by the Landlord

TAI SHI MIN S8121351H

Caig~

In the presence of:

Ong Zhi Qi Kerene R060828B

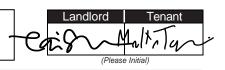
SIGNED by the Tenant

TAGLIAVINI MATTEO M4292310Q

MaltaTar

In the presence of:

Ong Zhi Qi Kerene R060828B A)





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ANNEX A **Authorised Occupants**

Property Address: 8 JURONG LAKE LINK #15-26 LAKE GRANDE SINGAPORE 648130

S/No	NAME	NRIC/FIN NO/ PASSPORT NO	STATUS	REMARKS
1	KAMYABFARD MITRA	M4299799K	OCCUPANT	WIFE
2				
3				
4				
5				
6				

The parties hereby agree that the above stated persons are allowed to occupy the Said Premises during the term of this tenancy. In the event of any changes to the occupants, the Tenant must first get Landlord's consent before any of the replacement occupant(s) are allowed to occupy the Said Premises.

Tenant a	nd Occupier	Checked	
Singaporean or PR	Foreigner	(Yes/No)	Remarks
Check original NRIC(s) for forgery and make copies.	 Check original passport and immigration pass / work pass / student pass or other passes¹ and make copies. 	Yes	
Check photograph(s) on NRIC(s) against the actual person(s) to confirm identity.	 Cross check particulars in these passes with passport(s) and check photograph(s) against the actual person(s) to confirm identity. 	Yes	
Verify the validity of the NRIC(s) at ICA website and keep copies of the ICA verification.		Yes	

ACKNOWLEDGEMENT

I acknowledge that the NRIC/pass/permit checks as stated have been carried out on the tenant(s) and occupier(s).

Name and Signature of Landlord: TAI SHI MIN Date:

DECLARATION

Name and Signature of Main Tenant: TAGLIAVINI MATTEO Date:

We declare that we have conducted the diligence checks on the NRIC/pass/permit as stated above and we have kept the necessary records arising from the checks.

Salesperson Representing Landlord

Name: Ong Zhi Qi Kerene Registration No: R060828B

Estate Agent: ERA

Date:

Salesperson Representing Tenant

Name:

Registration No: Estate Agent:

Date:



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Explanatory Notes:

Important note to Tenants:

Pursuant to the Women's Charter and the Immigration Act, real estate salespersons who facilitate rental transactions for their clients (whether representing the landlord or the tenant) are required to conduct due diligence checks on the tenants and occupiers. This checklist guides real estate salespersons on carrying out the due diligence checks, including making and keeping copies of the relevant documents.

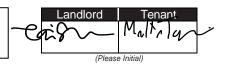
- 1. Where there is any suspicion (e.g. a tenant or occupier refuses to provide the necessary identification documents for checks or make copies), or in situations where the identity of a tenant or occupier cannot be verified, the real estate salesperson has to inform the landlord and report the matter to the Police (https://www.police.gov.sg/l-Witness). The real estate salesperson should record accordingly in the "Remarks" column, including whether a Police report is made.
- 2. Estate agents and real estate salespersons are reminded to comply with the provision of the Personal Data Protection Act (PDPA), including Section 24 which states that an organisation shall protect personal data in its possession or under its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

Where to conduct the NRIC/pass/permit validity checks²

S/N	Description	QR Code
1	Validity of NRIC	(a) \$450 (a)
2	Validity of Student Passes/ Dependant's Passes/ Long-Term Social Visit Passes	
3	Validity of Employment Passes/S Passes	
4	Validity of Work Permits	

¹The issuance of physical Long-Term Pass (LTP) cards, which comprises the ICA-issued Long-Term Visit Pass and Student's pass, and Dependent's pass issued by the Ministry of Social and Family Development, will cease from 27 Feb 2023. Only digital LTPs will be issued. Physical LTP cards issued prior to 27 Feb 2023 will remain valid until they expire or are cancelled. For digital LTPs, RES may take photographs of the digital passes and keep as copies.

- This Checklist, July completed and signed;
- For each SC / SPR Tenant and Occupier: a copy of the NRIC and verification of NRIC with ICA;
- For each foreign Tenant and Foreign Occupier: a copy of the immigration pass / work pass / student pass, a copy of the verification of the passes with MOM / ICA website, ad a copy of the Passport.
- The real estate Salesperson is required to submit these documents to the estate agent. The estate agent shall keep the records for 5 years.



² Each real estate salesperson is to keep his own record of the checks conducted, which includes: