

DATED THIS [•] DAY OF [•] 20[•]

Between

THE MANAGEMENT CORPORATION STRATA TITLE PLAN NO. [•] OR THE SUBSIDIARY MANAGEMENT CORPORATION STRATA TITLE PLAN NO. [•]

And

[•(MANAGING AGENT)]

MANAGING AGENT AGREEMENT

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MANAGING AGENT AGREEMENT

This Managing Agent Agreement is made on [insert date].

BETWEEN

THE MANAGEMENT CORPORATION STRATA TITLE PLAN NO. [insert number] (hereinafter known as the "Management Corporation") (UEN No. [insert number], constituted under the Land Titles (Strata) Act 1967 (the "LTSA") in respect of the building(s) known as [insert name of building] (hereinafter known as the "Estate") and having its registered office at [insert address];

[OR

THE SUBSIDIARY MANAGEMENT CORPORATION STRATA TITLE PLAN NO. [insert number] (hereinafter known as the "Sub-MC") (UEN No. [insert number], constituted under the Land Titles (Strata) Act 1967 (the "LTSA") in respect of the limited common property known as [insert name of limited common property (if any)] and having its registered office at [insert address];]

AND

[INSERT NAME OF MANAGING AGENT], (hereinafter known as the "Managing Agent" and the expression includes successor in title, assignee and agent), UEN No. [insert number], a company incorporated in Singapore and having its registered office at [insert address].

WHEREAS

- A. The [Management Corporation/Sub-MC] is desirous of appointing the Managing Agent to manage the [*common property / limited common property] (delete whichever inapplicable) of the Estate as defined in the BMSMA (hereinafter known as the "Common Property") in the manner set out hereinafter.

- B. The Managing Agent is desirous of accepting the appointment by the [Management Corporation/Sub-MC] on the terms and conditions set out hereinafter.

IT IS AGREED as follows:

DEFINITIONS

- 1.1 In this Agreement, the Schedules and the Appendices, unless the context otherwise requires:
- “**Additional Services**” has the meaning ascribed to it in Schedule 3;
 - “**AGM**” means annual general meeting;
 - “**Agreement**” means this Agreement and any and all Schedules and Appendices hereto as may be amended, modified or supplemented from time to time in accordance with the terms hereof;
 - “**BMSMA**” means the Building Maintenance and Strata Management Act 2004;
 - “**Business Day**” refers to a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open in Singapore for the transaction of normal banking business;
 - “**Common Property**” has the meaning ascribed to it in the BMSMA, and shall include (where appropriate) limited common property and the meaning ascribed to limited common property in the BMSMA;
 - “**Commencement Date**” has the meaning ascribed to it in Clause 2.2;
 - “**Council**” means the council of the [Management Corporation/Sub-MC];
 - “**Executive Committee**” has the meaning ascribed to it under the BMSMA;
 - “**CPF**” means the Central Provident Fund;
 - “**EGM**” means extraordinary general meeting;
 - “**Estate**” means the building(s) known as [●] or any part thereof;
 - “**LTSA**” means the Land Titles (Strata) Act 1967;
 - “**GST**” means goods and services tax;
 - “**Optional Services**” has the meaning ascribed to it in Schedule 3;
 - “**M&E**” means mechanical and electrical;
 - “**Management Fee**” has the meaning ascribed to it in Clause 3.1(a);
 - “**Management Services**” has the meaning ascribed to it in Clause 4.1;
 - “**S\$**” means Singapore Dollar, the lawful currency of Singapore;
 - “**SP**” means subsidiary proprietor as defined in the BMSMA; and
 - “**Term**” has the meaning ascribed to it in Clause 2.2.
- 1.2 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.3 Any word or expression defined in this Agreement, shall unless the context otherwise requires, have the same meaning in the Schedules and Appendices to this Agreement.
- 1.4 Unless the context otherwise requires, in this Agreement:
- (a) Words using the singular or plural number also include the plural or singular number, respectively and words denoting any gender shall include all genders;
 - (b) References to any "person" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organization or government, state or any political subdivision, instrumentality, agency or authority;
 - (c) References to a "day" refers to a calendar day of twenty-four (24) hours;

- 1.5 Any references to "Clauses", "Schedules" and "Appendices" in this Agreement shall be construed as references to the clauses of, schedules to and appendices to this Agreement. Any reference in this Agreement to "this Agreement" includes all amendments, additions and variations thereto agreed between the parties.

2. APPOINTMENT AND TERM

- 2.1 The [Management Corporation/Sub-MC] appoints the Managing Agent to manage the Common Property of the Estate and the Managing Agent accepts such appointment on the terms and conditions set out hereinafter.
- 2.2 The appointment shall commence on [insert date] (hereinafter known as the "Commencement Date") until the conclusion of the next AGM ("Term") unless this Agreement is earlier terminated or continued on an interim basis for a period of not more than three (3) months as hereafter provided (hereinafter known as the "Management Period").

3. MANAGING AGENT FEES

- 3.1 In consideration of the services provided by the Managing Agent under this Agreement, the [Management Corporation/Sub-MC] shall pay the Managing Agent the following:
- (a) A monthly Management Fee of Singapore Dollars [insert amount in words] (S\$[insert amount]) (excluding GST) payable on or before the fifteenth (15th) day of the following month during the Term (hereinafter known as the "Management Fee").
 - (b) In respect of Clause 3.1(a), the Management Fee which **includes/excludes*1** the cost of the site staff deployed in the Estate as set out in Appendix 1, comprising basic salaries, employer's CPF contribution, medical and welfare benefits and site staff annual wage supplement and performance bonuses. **However, the [Management Corporation/Sub-MC] shall be entitled to pay additional bonuses to site staff if so desired through Managing Agent Fee for their exceptional performance. *2.**
 - (c) For the avoidance of doubt, the [Management Corporation/Sub-MC] shall not be entitled to any form of credit, subsidy, grant, etc. given by the Government to the Managing Agent as the legal employer of the site staff for the reduction of business cost, retention of staff, stimulation of the economy or for any other reason.
 - (d) The site staff shall be entitled to annual leave as well as other statutory benefits including but not limited to, reservist in-camp training, medical leave, maternity, paternity and childcare leave. **Upon a request by the [Management Corporation/Sub-MC], the Managing Agent may provide replacement staff at a mutually agreed fee, but the Managing Agent is not obligated to do so. *3 [Applicable to project on reimbursement basis]** Replacement staff may be provided, if any of the Site Staff is absent due to annual leave as well as other statutory benefits including but not limited to, reservist in-camp training, medical leave, maternity, paternity and childcare leave for three (3) consecutive working days and above. No relief staff shall be provided, if any of the Site Staff were capable of working remotely. *4 [Applicable to project on lumpsum basis.]
 - (e) The Managing Agent may, at the request of the [Management Corporation/Sub-MC], provide additional site staff subject to such additional payment by the [Management Corporation/Sub-MC] to the Managing Agent at a mutually agreed rate [Management Corporation/Sub-MC].

¹ Delete whichever is not applicable

² Delete whichever is not applicable

³ Delete whichever is not applicable

⁴ Delete whichever is not applicable

- 3.2 The [Management Corporation/Sub-MC] shall be responsible for all disbursements, costs and expenses incurred by the Managing Agent in the maintenance and management of the Estate as set out in Schedule 2.
- 3.3 If the [Management Corporation/Sub-MC] fails to make any payment due to the Managing Agent within fourteen (14) days of the due date for such payment, the Managing Agent may serve on the [Management Corporation/Sub-MC] written notice to pay in full such monies within fourteen (14) days. If after the abovementioned fourteen (14) days, the outstanding payment remains unpaid (whether in full or in part) by the [Management Corporation/Sub-MC] to the Managing Agent, the Managing Agent shall, in addition to any other rights or remedies that the Managing Agent may have under common law, be entitled to:
- (a) suspend performance of the Management Services until all sums due to the Managing Agent have been paid in full;
 - (b) charge the [Management Corporation/Sub-MC] interest on such outstanding payment at the rate of 10% per annum calculated on a daily basis from the due date of the outstanding payment;
 - (c) terminate this Agreement in accordance with Clause 6.
- 3.4 During the period of suspension, the Managing Agent shall not be required to provide any Management Services and the [Management Corporation/Sub-MC] shall indemnify the Management Agent in respect of all claims that may be made against the Managing Agent arising out of the suspension of the Management Services.
- 3.5 The [Management Corporation/Sub-MC] shall not, save with the written consent of the Managing Agent, set off any payments due from the [Management Corporation/Sub-MC] to the Managing Agent against any payment or claims that the [Management Corporation/Sub-MC] may have against the Managing Agent.
- 3.6 The Managing Agent may provide to the [Management Corporation/Sub-MC] the Additional Services and Optional Services based on the additional fees set out in Schedule 3.

4. OBLIGATIONS OF THE MANAGING AGENT

- 4.1 The Managing Agent shall carry out the duties and responsibilities and perform the services set out in Schedule 1 (the “**Management Services**”).
- 4.2 The Management Services shall be provided by the Managing Agent with reasonable diligence and competence to upkeep the common property of the Estate. Without prejudice to the generality of the foregoing, the Managing Agent shall also perform the Management Services in accordance with the standard of performance as set out in Appendix 2.
- 4.3 In the absence of specific written instructions from the [Management Corporation/Sub-MC], the Managing Agent shall reasonably manage and maintain the Common Property as set out in Clause 4.2 above.
- 4.4 The Managing Agent shall not be empowered nor shall it be part of the Managing Agent’s duty to institute on behalf of the [Management Corporation/Sub-MC] any legal proceeding against any person whether in respect of the Estate or otherwise, nor shall the Managing Agent have power or authority to contract in the name of and create a liability against the [Management Corporation/Sub-MC] in anyway or for any purpose without the prior written consent of the [Management Corporation/Sub-MC].

5. OBLIGATIONS OF THE [MANAGEMENT CORPORATION/SUB-MC]

- 5.1 The [Management Corporation/Sub-MC] shall do or procure to be done the following:
- (a) provide and make available information on all approvals, decisions, resolutions, including house rules, by-laws, circulars, notifications and approvals made before the Commencement Date, which are relevant to the management and maintenance of the Estate. The Managing Agent does not or is not deemed to know any of the abovementioned information if such information is not provided to the Managing Agent. The Managing Agent may notify the [Management Corporation/Sub-MC] of any material issues affecting the [Management Corporation/Sub-MC] arising out of the handover from the [Management Corporation/Sub-MC]'s previous managing agent;
 - (b) provide and ensure a safe and healthy working environment for the Managing Agent, the site staff or any other employee of the Managing Agent;
 - (c) pay all Management Fees and disbursements, costs and expenses incurred by the Managing Agent in the maintenance and management of the Estate as set out in Schedule 2 in accordance with the timelines for payment stipulated in Clause 3 above;
 - (d) provide timely approvals for work to be carried out in the Estate; and
 - (e) respond to all the Managing Agent's recommendations, enquiries and requests within a reasonable time period.

6. TERMINATION

6.1 By [Management Corporation/Sub-MC]

The [Management Corporation/Sub-MC] may terminate this Agreement at any time during the Term by serving on the Managing Agent at least **two (2) month's** written notice or one (1) month's Management Fees in lieu of notice, but such termination shall be without prejudice to such antecedent rights and remedies which either Party may have against the other.

6.2 The Council of the [Management Corporation/Sub-MC] may terminate this Agreement by written notice at any time during the Term without convening any general meeting of the [Management Corporation/Sub-MC] in any of the following circumstances:

- (a) if the Managing Agent, and/or any employee or agent of the Managing Agent engages in any activity prohibited under the BMSMA;
- (b) if the Managing Agent, and/or any employee or agent of the Managing Agent is found to be fraudulent or dishonest;
- (c) if the Managing Agent, and/or any employee or agent of the Managing Agent is found to be grossly negligent in carrying out his duties and functions under this Agreement;
- (d) if the Managing Agent has abandoned its post or removed all evidence of its presence from the Estate;
- (e) if the Managing Agent commits any breach of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;
- (f) if the Managing Agent enters into any scheme of arrangement with its creditors;
- (g) if an order of court is made to wind up the Managing Agent or to place it under judicial management, or a resolution is passed by the members of the Managing Agent for its winding up or liquidation; or
- (h) if the Managing Agent ceases, or threatens to cease, to carry on business or becomes insolvent, and a termination of this Agreement pursuant to this Clause 6.2 shall be

without prejudice to any other rights or remedies the [Management Corporation/Sub-MC] may have against the Managing Agent for such default.

6.3 By Managing Agent

The Managing Agent may terminate this Agreement at any time during the Term by serving on the [Management Corporation/Sub-MC] **two (2) month's** written notice to terminate his appointment, but such termination shall be without prejudice to such antecedent rights and remedies which either Party may have against the other.

6.4 The Managing Agent may also terminate his appointment at any time during the term of this Agreement by written notice and claim against the [Management Corporation/Sub-MC] for losses and damages suffered by him including but not limited to the **two (2) month's** Management Fees in any of the following circumstances:

- (a) if the [Management Corporation/Sub-MC], the Council and or its Council members directs the Managing Agent to engage in any activities prohibited under the law despite advice from the Managing Agent otherwise;
- (b) if the Council, by its actions or omissions, frustrates, impedes, prevents and/or obstructs the Managing Agent to properly carry out his duties and functions required of him under the law and or under this Agreement;
- (c) if the Council, by its actions or omissions, refuse to ratify the actions undertaken by the Managing Agent in the proper discharge of its duties and functions required of him by law and or under this Agreement; or
- (d) if the [Management Corporation/Sub-MC] commits any breach of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied,

and a termination of this Agreement pursuant to this Clause 6.4 shall be without prejudice to any other rights or remedies the Managing Agent may have against the [Management Corporation/Sub-MC] for such default.

7. EFFECTS OF EXPIRATION OR TERMINATION

7.1 Upon the expiration or the termination of this Agreement under the terms of this Agreement:

- (a) within fourteen (14) days, each Party shall return to the other Party any and all originals and copies of confidential information provided by the other party hereunder, and shall cease forthwith to use any information disclosed in said confidential documents for any purpose whatsoever; and
- (b) the Managing Agent shall be entitled to immediately withdraw its site staff from the Estate and cease all services without further notice to the [Management Corporation/Sub-MC].

8. ASSIGNMENT AND TRANSFER

8.1 No Party hereto shall have the right to assign all or any part of its interest in this Agreement without the prior written consent of the other Party.

8.2 This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

9. INDEMNITY BY MANAGING AGENT

9.1 The Managing Agent covenants and undertakes to the [Management Corporation/Sub-MC] that it will indemnify and keep the [Management Corporation/Sub-MC] fully indemnified against any damages, losses, costs (including legal costs on an indemnity basis) and expenses which the [Management Corporation/Sub-MC] may suffer or incur in connection with or arising from any breach by the Managing Agent of any of its obligations, covenants, undertakings under this Agreement save for omissions or neglect on the part of the [Management Corporation/Sub-MC] or the fraudulent acts of the [Management Corporation/Sub-MC].

9.2 The Managing Agent agrees to keep in force a professional indemnity insurance for a cover of at least S\$(insert amount) to cover potential claims. The [Management Corporation/Sub-MC] agrees that the limit of liability of the Managing Agent shall be to the extent of direct loss suffered by the [Management Corporation/Sub-MC] and to the extent of the insured amount, whichever is lower.

10. INDEMNITY BY [MANAGEMENT CORPORATION/SUB-MC]

10.1 The [Management Corporation/Sub-MC] covenants and undertakes to the Managing Agent that it will indemnify and keep the Managing Agent fully indemnified against any damages, losses, costs (including legal costs on an indemnity basis) and expenses which the Managing Agent may suffer or incur in connection with or arising from any breach by the [Management Corporation/Sub-MC] of any of its obligations, covenants, undertakings under this Agreement save for omissions or neglect on the part of the Managing Agent or the fraudulent acts of the Managing Agent.

11. PERSONAL DATA

11.1 Each Party hereto shall ensure or procure at their own cost that it, its employees and representatives (where applicable), comply with all applicable laws governing the collection, use and disclosure of personal data of individuals in accordance with the Personal Data Protection Act 2012.

12. MISCELLANEOUS

12.1 Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any other portions and such remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

12.2 This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written agreements, policies, understandings, representations and warranties between the Parties concerning the subject matter of this Agreement.

12.3 No amendment or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

12.4 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third parties) Act 2001 to enforce any of its terms.

12.5 The parties shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

- 12.6 During the term of this Agreement and notwithstanding the termination of this Agreement, each Party agrees to keep the terms of this Agreement, its Schedules and its Appendices confidential and to not disclose orally, in writing, by electronic means or any other form of communication, whether directly or indirectly, any confidential information received from the other pursuant to this Agreement (and during the negotiation thereof), except for that information which:
- (a) the other Party in writing consents to such disclosure which shall not be unreasonably withheld;
 - (b) is in or becomes part of the public domain through no fault of or breach of this Agreement by that Party;
 - (c) is in the possession of that Party as a written document prior to the disclosure by the other Party; or
 - (d) that Party is required by law or regulation to disclose.

The Parties further agree that this Clause 12.6 shall survive any expiry or termination of this Agreement.

- 12.7 Non-performance of either Party shall be excused to the extent that performance is rendered impossible or prevented or hindered or is hazardous for the Managing Agent to carry out the terms of this Agreement or is delayed by an extraordinary and severe event of force majeure, governmental act or change of circumstance beyond the control and not caused by the non-performing party (including war and war like activities, revolution, terrorist act, environmental catastrophe, implementation of new and substantial economic restrictions, severe economic crisis, collapse of currency in Singapore, pandemic, strikes or protests) provided, however, that the non-performing Party
- (i) immediately notifies the other Party of the occurrence of such an event and
 - (ii) resumes performance of its obligations hereunder without delay when such causes are removed.

In case the performance by a Party of any obligation under this Agreement is rendered impossible by one of the above-mentioned events of force majeure, the Parties agree to renegotiate in good faith their affected respective obligations.

- 12.8 No failure on the part of either Party to this Agreement to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.9 This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart or each counterpart may be signed and executed by the Parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original.

13. NOTICES

13.1 Unless otherwise stated, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post (by air-mail if to or from an address outside the recipient's country) with recorded delivery, by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number specified in this Agreement, or by sending it by electronic mail to the address specified in this Agreement (or to such other address, facsimile number or electronic mail address as a party may from time to time duly notify the other in writing). The addresses, facsimile numbers and electronic mail addresses of the Parties for the purpose of this Agreement are specified below:

[MANAGEMENT CORPORATION/SUB-MC]

Address : [●]
Facsimile No. : [●]
Email address : [●]
Attention : [●]

MANAGING AGENT

Address : [●]
Facsimile No. : [●]
Email address : [●]
Attention : [●]

13.2 Any notice so served by hand, fax or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of fax, at the time of transmission;
- (c) in the case of registered post, on the second (2nd) Business Day after the date of posting (if sent by local mail) and on the seventh Business Day after the date of posting (if sent by air mail), provided that in each case where delivery by hand or by fax occurs after 6 P.M. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 A.M. on the next following Business Day. References to time in this clause are to local time in the country of the addressee; and
- (d) in the case of electronic mail where such electronic mail has actually been received in readable form.

13.3 In proving such service it shall be sufficient to prove that:

- (a) the envelope containing such notice was properly addressed, stamped and delivered either to the address shown thereon or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter;
- (b) the facsimile transmission was made after obtaining in person or by telephone appropriate evidence of the capacity of the addressee to receive the same; or
- (c) the electronic mail was properly addressed and transmitted to the electronic mail address,

as the case may be.

14. GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

14.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties hereby irrevocably submits to the jurisdiction of the Courts of Singapore.

Signed by)
[•])
[•(*Designation*)])
)
for and on behalf of)
[•(*Managing Agent*)])
)
in the presence of)
[•])

Signed by)
[•])
[•(*Designation*)])
)
for and on behalf of)
THE [MANAGEMENT CORPORATION/SUB-MC])
STRATA TITLE PLAN NO. [•])
)
in the presence of)
[•])

SCHEDULE 1
SERVICES PROVIDED BY THE MANAGING AGENT

Management, Administration and Secretarial

1. Advise the [Management Corporation/Sub-MC] on matters relating to the management of the Estate.
2. Manage the compliance of the requirements of the BMSMA including bylaws and/or rules passed by the [Management Corporation/Sub-MC]
3. Assist the [Management Corporation/Sub-MC] to communicate the by-laws to the SPs and/or occupiers and make recommendations for improvements.
4. Issue circulars and notices to SP to comply with or remedy a breach of by-laws and regulations as directed by the [Management Corporation/Sub-MC].
5. Keep the [Management Corporation/Sub-MC] informed on all matters regarding the maintenance and management of the Estate and any changes of regulations relating thereto and to make recommendations to the [Management Corporation/Sub-MC] for the management of the Estate.
6. To obtain quotes for insurance in accordance with the requirements of the BMSMA.
7. Prepare and thereafter convene and conduct the AGM (if it falls within the Term) and EGM as required under the BMSMA and as directed by the [Management Corporation/Sub-MC].
8. Arrange all Council meetings and record and circulate minutes of the meetings, whenever required. The frequency of such Council meetings shall be determined by the [Management Corporation/Sub-MC] subject to a limit of **twelve (12)** Council meetings per annum
9. Attend promptly to all correspondence, statutory notifications and enquiries on behalf of the [Management Corporation/Sub-MC].
10. Liaise with contractors, solicitors, auditors and relevant government authorities, etc.
11. Attend to all complaints, queries and suggestions made by SPs and/or tenants (relating to common property) and to maintain proper records of the complaints, etc.
12. Apply for all necessary government licences, certificates or approvals including statutory inspection certificates in respect of lifts, firefighting equipment, pumps, generators, etc.
13. Maintain an updated strata roll.
14. Keep and maintain documents, records and architectural, structural and M&E drawings of the [Management Corporation/Sub-MC] upon taking over such documents from the developer or the previous managing agent. For the avoidance of doubt, the Managing Agent is not responsible to replace any such documents not handed over.
15. Liaise with lawyers of the [Management Corporation/Sub-MC] in the drafting and preparation of all legal contracts and agreement.
16. Arrange deployment of site staff as set out in Appendix 1 where applicable.
17. Prepare, call, evaluate and administer various tenders for routine maintenance works, services and supplies and to advise on the selection of suitable contractors/specialists and to award such tenders on behalf of the [Management Corporation/Sub-MC] subject to the approval of the [Management Corporation/Sub-MC]. When necessary, Qualified Persons or Consultants may be appointed where such scope of work is beyond the Managing Agent's expertise and the fees of these Qualified Persons or Consultants shall be borne by the [Management Corporation/Sub-MC].

18. Where major refurbishment, upgrading or repair works are carried out, separate fees shall be payable to the Managing Agent as project administration and such fees shall be charged separately at a rate as stated in Schedule 3 under the section entitled "Optional Services".

Accounting and Finance

19. Charge, collect, demand and recover from subsidiary proprietors management fund and sinking fund contributions, interest and sums of money payable to the [Management Corporation/Sub-MC] from time to time. All billings shall be made periodically as directed by the [Management Corporation/Sub-MC].
20. Manage all charges, expenses, disbursements and such other outgoings whatsoever from time to time payable and duly approved by the [Management Corporation/Sub-MC] for or on account of the Estate are duly paid and discharged.
21. Keep records and account of all monies collected and expended or outstanding or accruing in respect of the management and maintenance of the Estate and to allow such records and accounts for inspection at reasonable times.
22. Prepare monthly statement of accounts in respect of all monies collected and expended or outstanding or accruing and submit the statement together with records of the same to the [Management Corporation/Sub-MC]
23. Manage the petty cash account as approved by the [Management Corporation/Sub-MC].
24. Liaise with auditors of the [Management Corporation/Sub-MC] to have the accounts audited yearly as required by the BMSMA and/or as directed by [Management Corporation/Sub-MC] and with the [Management Corporation/Sub-MC]'s solicitors for the recovery of all debts and monies due.
25. Liaise as directed by the [Management Corporation/Sub-MC], with the [Management Corporation/Sub-MC]'s solicitors for the recovery of all debts and monies due and owing to the [Management Corporation/Sub-MC]. The costs of legal fees in connection therewith are to be borne by the [Management Corporation/Sub-MC].
26. Verify the completion of jobs undertaken by contractors and to make recommendation for payment other than those undertaken by specialist contractors which are defined as those service providers that require licences and/or registration with government agencies and include but is not limited to the services such as lifts, fire protection works, M&E works, sanitary and plumbing works in which case, the certification shall be limited to documentation of their attendance, time of arrival and departure and copy of their service report submitted.
27. Assist the [Management Corporation/Sub-MC] to appoint relevant consultants in tax matters, if any, and liaise with the Inland Revenue Authority of Singapore on tax matters. The role of the Managing Agent is only to provide administrative support to the [Management Corporation/Sub-MC].
28. Attendance at court hearings will be subject to a separate charge as set out in Schedule 3.

Operation and Maintenance

29. Prepare and implement a preventive maintenance programme in the form of a maintenance work schedule subject to the approval of the [Management Corporation/Sub-MC].
30. Conduct regular inspections of the Estate. When required, carry out joint inspection of the Estate with [Management Corporation/Sub-MC]'s representatives and thereafter to prepare a report on the state of maintenance to be submitted to [Management Corporation/Sub-MC].

31. Supervise routine maintenance work and service contracts are carried out according to the terms and conditions of the contracts.
32. Supervise duties of maintenance staff, if any, in the direct employ of the Managing Agent and/or [Management Corporation/Sub-MC] are carried out.
33. The Managing Agent is authorised to arrange for minor or urgent repairs/replacements to Common Property costing not more than S\$1,000.00 per item. Provided that in the event of emergencies necessitating immediate repair of any equipment or machinery in the Estate when written approval of the [Management Corporation/Sub-MC] cannot be obtained in time to prevent damage to the Estate, then the Managing Agent shall contact at least one Council member before proceeding in that event to incur expenditure without written approval, not exceeding S\$XXXXX. The Managing Agent shall notify the [Management Corporation/Sub-MC] of the occurrence of such emergency promptly thereafter.

Meetings

34. The duties, obligations and services of the Managing Agent under this Schedule 1 are limited to convening and attendance at the following:
XX (XX) Annual General Meeting and
XX (XX) Council meetings
35. If the Managing Agent is required to provide services for any meetings that is not covered above, the Managing Agent shall be paid for each of such extra meeting the additional fee of S\$(insert amount) per meeting, excluding GST.
36. In respect of general meetings convened for the purpose of collective sales by the [Management Corporation/Sub-MC], the Managing Agent shall be paid for each meeting the additional fee of S\$(insert amount) per meeting, excluding GST.

SCHEDULE 2
COSTS TO BE BORNE BY THE MANAGEMENT CORPORATION

Unless otherwise expressly provided, the Management Fee shall not include the following costs and expenses, which are to be borne by the [Management Corporation/Sub-MC]:

1. Bills for water, electricity and other utilities.
2. Telecoms charges for telephones, broadband and telefaxes.
3. Premiums for fire, public liability, plate glass and other insurances as required by law or when directed by the [Management Corporation/Sub-MC] in respect of the Estate.
4. Fees or charges for all licences, certificates or approvals required by the LTSA and/or BMSMA.
5. Licensed electrical engineer's fee and other professional fees or charges for all tests, licenses, certificates or approvals as required by law and/or relevant bodies.
6. Maintenance, replacement and repair costs incurred in respect of all common areas, building areas, fittings and fixtures, architectural finishes, lifts, swimming pools, pump room, pump-sets, generator, electrical distribution system, water supply system, fire protection system, telecommunications or other centralised television systems and other mechanical and electrical plant and equipment and or equipment.
7. Redecoration or renovation to the Common Property.
8. All charges for cleaning, grass cutting, horticulture, security services, pest control and all other building maintenance costs.
9. All costs incurred in convening meetings for the [Management Corporation/Sub-MC] inclusive of hiring of chairs, tables, public address systems, refreshments, etc. including such additional arrangements as directed by the [Management Corporation/Sub-MC].
10. All costs reasonably and properly incurred in preparing, calling and acceptance of quotations and tenders for maintenance works on the Estate.
11. Salary and other incidental costs of any additional site staff, if any, appointed with the [Management Corporation/Sub-MC]'s written consent, which are not borne by the Managing Agent under this Agreement. Costs for these additional on-site staff will be reimbursed fully by the [Management Corporation/Sub-MC].
12. The additional site staff related cost will include salary, CPF payable, provision for annual wage supplement, insurance, annual leave, other statutory benefits, administration cost, human resource recruitment, staff advertising cost and all other benefits payable in accordance to statutory requirements and regulatory guidelines from time to time.
13. All fees to external parties with the prior approval of the [Management Corporation/Sub-MC].
14. All legal costs and expenses, which have prior written approval of the [Management Corporation/Sub-MC].
15. The costs of tools, equipment, chemicals and material required by site staff.
16. The cost of consumable and non-consumable items such as stationery, letterheads, printed or photocopied forms and notices, official receipts, name cards, computer stationeries, computer hardware and software, purchase or rental of office equipment, postage, bins, bulbs, batteries, recorders, recording tapes, first-aid kits (including COVID-19 ART kits) and all other items necessary for the management and maintenance of the property and for the operation of the on-site management office.

17. All other costs, expenses, fees and charges including but not limited to taxes, telephone bills, professional fees and charges, specialist fees and charges, advertisement expenses, plans, drawings, etc. which have received the approval of the [Management Corporation/Sub-MC] and are necessary for the maintenance and management of the property.
18. Rental of storage space for documents or equipment belonging to the [Management Corporation/Sub-MC].
19. GST, withholding tax (if any) or any taxes, duties or levies imposed by the government, statutory or tax authority on the amount of our fees or other charges, will be charged by us and become payable, at the rate prevailing at the date of our account.
20. Costs (initial and operating) for the provision of a management office, office equipment, facilities and materials for the management and maintenance of the Estate.
21. The costs incurred by the Managing Agent on behalf of the [Management Corporation/Sub-MC] (excluded from the Managing Agent's fees) as follows:

- (a) Transport Claims
 - (i) For non-routine inspections by the Managing Agent in the Estate during working hours No charge
 - (ii) For attendance to call outs and inspections by the Managing Agent outside working hours S\$(insert amount) per trip
- (b) Photocopy charges S\$_____ per copy (white A4 one-sided printing)
- (c) Computer printouts S\$_____ per copy
- (d) Statement of accounts S\$_____ per strata lot or S\$_____ per month whichever is higher
- (e) Stationary charges for standard items
 - S\$_____ per envelope (DL size)
 - S\$_____ per envelope (C5 size)
 - S\$_____ per envelope (C4 size)
 - S\$_____ per self-adhesive mailing label
 - S\$_____ per colour photograph printing
- (f) Liaison with Tax Agent appointed by the [Management Corporation/Sub-MC] to file Annual Income tax to the Inland Revenue Department
 - No charge
 - Annual income tax filing for [Management Corporation/Sub-MC] by Managing Agent S\$_____ per filing
- (g) Attendance at EGM of the [Management Corporation/Sub-MC] and general meetings convened for the purpose of collective sales
 - S\$_____ per meeting
 - (An adjournment of the meeting to another day shall be charged again at the same rate as though it were another meeting).

(All fees and charges are shown in Singapore Dollars exclusive of prevailing GST.)

SCHEDULE 3

OPTIONAL AND ADDITIONAL SERVICES

The [Management Corporation/Sub-MC] may request the Managing Agent to provide the Additional and Optional Services indicated hereunder. The Managing Agent will consider such request but is under no obligation to do so.

1. OPTIONAL SERVICES

1.1 The following services are excluded from the scope of works provided by the Managing Agent under this Agreement:

- (a) Prepare, call and administer various contracts for addition and alteration works, retrofitting works, improvement and/or upgrading works, cyclical maintenance works such as repainting/redecoration, re-roofing, relaying of tiles, rewiring, replacement and upgrading of mechanical and electrical installations, etc.
- (b) Due diligence searches on missing items (including but not limited to, missing vehicular transponders, remote controls) or forensic investigations on the management and sinking funds pertaining to the period prior to the taking over date by the Managing Agent.

1.2 The fee payable for such Optional Services as described above are as follows:

- (a) Value of works above S\$(insert amount) and less than S\$(insert amount), the fee shall be (insert %) of the value of works or such other rate to be mutually agreed upon;
- (b) Value of works between S\$(insert amount) and less than S\$(insert amount), the fee shall be (insert %) of the value of works or such other rate to be mutually agreed upon; and
- (c) Value of works more than S\$(insert amount), the fee shall be (insert %) of the value of works or such other rate to be mutually agreed upon.

1.3 The fee payable for due diligence work shall be based on time-spent at S\$(insert amount) per hour.

1.4 Such fees shall be payable on a monthly basis payable at the end of each calendar month.

2. ADDITIONAL SERVICES

2.1 Additional Services may be provided at the following fees:

- (a) Attendance before strata title board, court of law or tribunal:
 - (i) Director – S\$_____ per hour or part thereof
 - (ii) Senior Manager – S\$_____ per hour or part thereof
 - (iii) Manager – S\$_____ per hour or part thereof
 - (iv) Executive – S\$_____ per hour or part thereof

(b) The prescribed fee for provision of information on behalf of the [Management Corporation/Sub-MC] under section 47(1)(c) of the BMSMA shall be paid to the Managing Agent.

2.2 All fees and charges exclude prevailing GST.

APPENDIX 1

SITE STAFF

S/No.	Position	Number of Staff	Remarks
1			
2			
3			
4			
5			

Working Hours

Mondays to Fridays 9:00 A.M. to 6:00 P.M.

Saturdays 9:00 A.M. to 1:00 P.M.
(Alternate Saturdays Off)

Sundays and Public Holidays are subject to terms under the Employment Act 1968.

APPENDIX 2

SERVICE LEVEL AGREEMENT		
	Job, Task or Assignment	Standard of Performance
1.	Send out notice For Council meeting	Not less than three (3) days before Council meeting
2.	Submission of draft minutes of Council Meeting	Not more than seven (7) days after the meeting
3.	Posting of approved draft minutes of Council Meeting	Not more than fourteen (14) days after the meeting
4.	Circulation of summary of resolutions passed at a general meeting to SPs	Not more than fourteen (14) days after the meeting
5.	To verify completion of works of contractors, service providers, etc. in accordance with contract/ quotation and invoice, prices, etc.	Not more than seven (7) days from the completion of the works
6.	To apply and pay for licences, permits, etc.	Applications must be made or renewed prior to expiry.
7.	Submission of review of the renewal of service contracts/ Insurance policies/ Licenses	Not less than three (3) months from date of expiry
8.	Submission of monthly accounting reports	Not later than the end of the following month
9.	Submission of GST	Not more than thirty (30) days from last day of the submission quarter
10.	Submission of Accounts to auditor	Not more than thirty (30) days from financial year end
11.	Preparation of Payment to Service Providers	Not more than thirty (30) days from the completion of the works and invoicing from the provider. Where invoice is not received, accrual shall be made in financial report.
12.	Communication with residents	Not more than three (3) working days for interim reply via the official platform