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ESTATE AGENTS ACT 2010 (ACT 25 OF 2010)

ESTATE AGENTS (ESTATE AGENCY WORK) REGULATIONS 2010

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In exercise of the powers conferred by sections 42, 44 and 72 of the Estate Agents Act 2010, the Council for Estate Agencies, with the approval of the Minister for National Development, hereby makes the following Regulations:

PART I

PRELIMINARY

Citation and commencement

1.—(1) These Regulations may be cited as the Estate Agents (Estate Agency Work) Regulations 2010 and shall, with the exception of regulation 9 and Parts IV, V and VI, come into operation on 15th November 2010.

(2) Parts IV, V and VI shall come into operation on 1st January 2011.

(3) Regulation 9 shall come into operation on 1st March 2011.

Definitions

2. In these Regulations, unless the context otherwise requires —

“accredited CPE activity” means a CPE activity that is approved under regulation 16(3) as an accredited CPE activity and for

which approval has not been suspended or revoked under regulation 16(7);

[S 878/2023 wef 22/12/2023]

“commercial or industrial property” means property other than residential property;

[Deleted by S 878/2023 wef 22/12/2023]

“CPE activity” means an activity, course or programme that is determined by the Council as a CPE activity under regulation 15(2)(a);

[S 878/2023 wef 22/12/2023]

“CPE credit” means a continuing professional education credit, determined by the Council under regulation 15(2)(d), earned by a CPE-liable individual upon successfully completing a CPE activity;

[S 878/2023 wef 22/12/2023]

“CPE-liable individual” means an individual who is a licensed estate agent, a registered salesperson, or a partner, director or key executive officer of a licensed estate agent;

[S 878/2023 wef 22/12/2023]

“developer” means any person who constructs or causes to be constructed property for sale or lease to other persons;

“HDB property” means any property which was sold or leased by the Housing and Development Board under the Housing and Development Act (Cap. 129);

“lease” includes an agreement for a lease;

“residential property” has the same meaning assigned to it in the Residential Property Act (Cap. 274);

[S 878/2023 wef 22/12/2023]

“specified class of CPE activities” means a class of CPE activities specified by the Council under regulation 15(2)(b);

[S 878/2023 wef 22/12/2023]

“specified number of CPE credits” means the number of CPE credits, specified under regulation 15(2)(c), that must be

earned by a CPE-liable individual in respect of each specified class of CPE activities.

[S 878/2023 wef 22/12/2023]

PART II

CODES GOVERNING PROFESSIONAL PRACTICE, ETHICS AND CONDUCT

Code of Ethics and Professional Client Care

3. Every licensed estate agent and every registered salesperson shall observe and comply with the Code of Ethics and Professional Client Care set out in the First Schedule.

Code of Practice for Estate Agents

4. Every licensed estate agent shall observe and comply with the Code of Practice for Estate Agents set out in the Second Schedule.

PART III

REGULATION OF ESTATE AGENCY WORK

No dual representation

5.—(1) No salesperson or estate agent who is a natural person shall, in respect of the same property, have as clients both vendor and purchaser or both landlord and tenant.

(2) Paragraph (1) applies regardless of the consent or agreement of the client or of any or all the parties to the relevant transaction.

(3) Any person who contravenes paragraph (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$25,000 or to imprisonment for a term not exceeding 12 months or to both.

No referrals to moneylenders

6.—(1) No estate agent or salesperson shall —

- (a) introduce, refer or recommend a client to any moneylender or otherwise suggest the use of the services of any moneylender; or
- (b) receive any commission, reward, fee, payment or other benefit whatsoever from any moneylender in respect of any moneylending transaction.

(2) Any person who contravenes paragraph (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$25,000 or to imprisonment for a term not exceeding 12 months or to both.

No holding of transaction monies

7.—(1) No estate agent or salesperson shall hold or handle any money for or on behalf of any party in relation to any of the following property transactions:

- (a) the sale or purchase of any property situated in Singapore; and
- (b) the lease of HDB property.

(2) Paragraph (1) shall not prevent any estate agent or salesperson from —

- (a) delivering on behalf of any party a crossed account payee cheque or cashier's order drawn in favour of another party to the transaction; or
- (b) receiving such remuneration or reimbursement in relation to the management, repair or renovation of the property as the estate agent or salesperson may be entitled to under a written contract or authorisation.

(3) Any person who contravenes paragraph (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both and, in the case of a continuing offence, to a further fine not

exceeding \$500 for every day or part thereof during which the offence continues after conviction.

Use of Council symbols and representations

8.—(1) No estate agent, salesperson or any other person shall, except with the express written permission of the Council —

- (a) use any name, symbol, mark or representation that is identical to or which incorporates or resembles that of the Council; or
- (b) use Internet domain names, World Wide Web addresses or email addresses that incorporate characters, initials or representations of the Council which may deceive or cause confusion.

(2) Any person who contravenes paragraph (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$500 for every day or part thereof during which the offence continues after conviction.

Display of estate agent card

9.—(1) Salespersons and estate agents who are natural persons must display upon themselves the estate agent card issued by the estate agent that they represent at all times when carrying out estate agency work.

(2) The person displaying the estate agent card under paragraph (1) shall show the card to any person who may reasonably request to see the card and allow such person to record any information from the card.

(3) Any person who contravenes paragraph (1) or (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both.

PART IV

PRESCRIBED ESTATE AGENCY AGREEMENTS

Prescribed estate agency agreements

10.—(1) The following agreements are prescribed for the purposes of section 44 of the Act in respect of estate agency work for the sale, purchase or lease of residential property in Singapore on a non-exclusive basis:

- (a) Estate agency agreement for the sale of residential property (Form 1);
- (b) Estate agency agreement for the purchase of residential property (Form 2);
- (c) Estate agency agreement for the lease of residential property by a landlord (Form 3); and
- (d) Estate agency agreement for the lease of residential property by a tenant (Form 4).

(2) The following agreements are prescribed for the purposes of section 44 of the Act in respect of estate agency work for the sale, purchase or lease of residential property in Singapore on an exclusive basis:

- (a) Exclusive estate agency agreement for the sale of residential property (Form 5);
- (b) Exclusive estate agency agreement for the purchase of residential property (Form 6);
- (c) Exclusive estate agency agreement for the lease of residential property by a landlord (Form 7); and
- (d) Exclusive estate agency agreement for the lease of residential property by a tenant (Form 8).

(3) The forms for the prescribed agreements in paragraphs (1) and (2) are set out in the Third Schedule as Forms 1 to 8.

(4) For the purposes of paragraphs (1) and (2), “residential property” includes any property comprising residential property and property other than residential property.

Exclusion from scope of section 44

11. Section 44(1) and (2) of the Act shall not apply to any estate agency work —

- (a) in respect of property situated outside Singapore;
- (b) in respect of commercial or industrial property;
- (c) in respect of any actual or proposed collective sale of property under the provisions of Part VA of the Land Titles (Strata) Act (Cap. 158);
- (d) in respect of any actual or proposed sale by a developer of property developed by the developer pursuant to a licence issued under the Housing Developers (Control and Licensing) Act (Cap. 130); and
- (e) which is not expressly excluded by paragraphs (a) to (d) and for which there is no prescribed agreement under regulation 10.

Client to be informed of inability to perform agreement

12. An estate agent or a salesperson who is unable for any reason to perform the estate agency agreement shall inform the client immediately.

PART V**PROFESSIONAL INDEMNITY INSURANCE****Professional indemnity insurance requirements**

13.—(1) Every estate agent shall take out and maintain in force at all times during the period in which it carries out estate agency work (whether directly or through salespersons) such insurance as is referred to in paragraph (2) that is of such minimum amount as is referred to in paragraph (3).

(2) The insurance shall be in respect of civil liability for negligence in the performance of estate agency work.

(3) Subject to paragraph (4), the minimum amount of insurance cover shall be —

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- (a) \$100,000 for an estate agent who is a sole proprietor and who does not employ or engage any salesperson;
 - (b) \$200,000 for estate agents with 2 to 10 representatives;
 - (c) \$300,000 for estate agents with 11 to 30 representatives;
 - (d) \$400,000 for estate agents with 31 to 50 representatives;
 - (e) \$600,000 for estate agents with 51 to 500 representatives; and
 - (f) \$1,000,000 for estate agents with more than 500 representatives.
- (4) For the purposes of paragraph (3) —
- (a) “representative” means any natural person who undertakes or may undertake estate agency work;
 - (b) the insurance cover may be subject to limitations on the coverage or liability in respect of any particular representative only if the limit is not less than \$100,000;
 - (c) the amount of insurance coverage may include the costs and expenses incurred in the defence or settlement of any insured claim; and
 - (d) any deductible that may be applicable in respect of any claim against a salesperson shall not exceed \$5,000 and any claim against an estate agent shall not exceed —
 - (i) \$5,000 for estate agents with not more than 50 representatives;
 - (ii) \$10,000 for estate agents with more than 50 but not more than 500 representatives; and
 - (iii) \$20,000 for estate agents with more than 500 representatives.

Estate agency work not to be performed without insurance cover

14. No person shall undertake any estate agency work without the insurance coverage specified under regulation 13.

PART VI
CONTINUING PROFESSIONAL EDUCATION

[S 878/2023 wef 22/12/2023]

Continuing professional education requirements

15.—(1) For the purposes of section 32A(3) of the Act, a CPE-liable individual must, within each period of 12 months ending on 30 September, earn at least 6 CPE credits, consisting of the specified number of CPE credits, for each specified class of CPE activities, earned by him or her.

(2) For the purposes of paragraph (1), the Council may —

- (a) determine the activities, courses and programmes relating to the continuing professional education of CPE-liable individuals that qualify as CPE activities;
- (b) specify one or more classes of CPE activities;
- (c) specify the number of CPE credits that must be earned by a CPE-liable individual in respect of each specified class of CPE activities;
- (d) specify the number of CPE credits (being not less than one) that is or are earned upon the successful completion of a CPE activity; and
- (e) determine, whether for all or any particular CPE activity, that CPE credits may be earned upon the successful completion of the CPE activity only if the CPE activity is an accredited CPE activity at the time that the CPE activity is completed.

[S 878/2023 wef 22/12/2023]

Accreditation of CPE activity

16.—(1) This regulation applies in respect of any CPE activity for which the Council has determined that CPE credits may be earned upon the successful completion of the CPE activity only if the CPE activity is an accredited CPE activity at the time that the CPE activity is completed.

(2) An application for the accreditation of a CPE activity by the provider of a CPE activity must —

- (a) be made to the Council in the form and manner specified by the Council;
- (b) be accompanied by any information or document specified by the Council; and
- (c) be accompanied by the application fee (if any) specified in the Estate Agents (Fees) Regulations 2010 (G.N. No. S 641/2010).

(3) The Council may approve an application for the accreditation of a CPE activity if the Council is satisfied with the content of the CPE activity, and the conduct or provision of the CPE activity by the provider of the CPE activity.

(4) An approval of an application for accreditation of a CPE activity —

- (a) is, subject to paragraph (7), valid for any period (being a period not less than one month) that the Council may determine; and
- (b) is subject to such conditions as the Council may specify.

(5) The conditions mentioned in paragraph (4)(b) include conditions —

- (a) relating to the content of the CPE activity;
- (b) relating to the standards to be applied in the conduct or provision of the CPE activity by the provider of the CPE activity;
- (c) permitting the Council to monitor and audit the conduct of or provision of the CPE activity by the provider of the CPE activity;
- (d) relating to documents, information and other records, in respect of the CPE activity, to be kept by the provider of the CPE activity, and the period for which such documents, information and other records must be maintained; and

(e) relating to the use of advertisements, by or on behalf of the provider of the CPE activity, for the purposes of promoting or otherwise advertising the CPE activity to CPE-liable individuals.

(6) The Council may add, delete, substitute or modify any conditions of approval of the accreditation of a CPE activity.

(7) If the Council is satisfied that any of the conditions of approval of the accreditation of a CPE activity specified under paragraph (4)(b) or (6) are not or have ceased to be met (called in this paragraph the breached conditions), the Council may —

- (a) suspend the approval of the accreditation of the CPE activity, whether for any period (being a period not longer than 2 years) that the Council may determine or until the Council is satisfied that the breached conditions are met; or
- (b) revoke the approval of the accreditation of the CPE activity.

[S 878/2023 wef 22/12/2023]

FIRST SCHEDULE

Regulation 3

ESTATE AGENTS ACT 2010

CODE OF ETHICS AND PROFESSIONAL CLIENT CARE

Application of Code to estate agents and salespersons

1.—(1) This Code shall be known as the Code of Ethics and Professional Client Care and shall apply to every licensed estate agent and every registered salesperson.

(2) This Code sets the standard of performance required of estate agents and salespersons in their dealings with clients and the public while carrying out estate agency work.

(3) This Code must be read in conjunction with the Estate Agents Act 2010 (“the Act”) and practice circulars or guidelines issued by the Council for Estate Agencies (“the Council”) from time to time.

(4) A failure to observe this Code or any law applicable to estate agents and salespersons may constitute unsatisfactory professional conduct or professional misconduct.

FIRST SCHEDULE — *continued*

(5) An offer, attempt, inducement or instigation to do anything that would constitute a breach of this Code if fully executed or completed is also a breach of this Code.

Definitions

2. In this Code, unless the context otherwise requires —

“clients” includes prospective clients or customers;

“practice circulars or guidelines” means practice circulars or guidelines in relation to estate agency work which the Council may issue from time to time.

Violation of Code

3.—(1) Estate agents and salespersons who breach any provision of this Code may be subject to disciplinary action before a Disciplinary Committee formed under the Act.

(2) A breach of any provision of this Code may result in the imposition of sanctions including financial penalties, demerit points and the suspension or revocation of a licence or registration under the Act.

Knowledge of and compliance with applicable laws, practice circulars and guidelines

4.—(1) Estate agents and salespersons must perform their work in accordance with applicable laws and must not perform estate agency work unless they have the relevant knowledge to perform the work that they are engaged to perform.

(2) Sub-paragraph (1) means, among other things, that estate agents and salespersons —

(a) must be fully conversant and comply with the Act, the regulations made under the Act (including this Code and in the case of estate agents, the Code of Practice for Estate Agents), and the policies, practice circulars and guidelines of the Council;

(b) must be fully conversant and comply with relevant laws, regulations and rules that apply to property transactions;

(c) must keep themselves informed of essential or relevant facts and developments in the property market and matters that could affect any aspect of property transactions;

(d) must be familiar with the procedures for property transactions, and the contents of the forms used; and

FIRST SCHEDULE — *continued*

- (e) must not undertake estate agency work in respect of Housing and Development Board flats unless they are fully conversant and comply with the applicable laws, regulations, rules and procedures that apply to transactions involving such flats.

Due diligence and compliance with law and statutory requirements

5.—(1) Estate agents and salespersons shall conduct their business and work with due diligence, despatch and care, and in compliance with all laws including statutory and regulatory requirements, and practice circulars and guidelines.

(2) Sub-paragraph (1) means, among other things, that estate agents and salespersons, in conducting estate agency business or work —

- (a) must comply with and shall not do or attempt to do anything that infringes, or which may directly or indirectly lead to the infringement by any person of any law; and
- (b) must take all reasonable precautions and do all reasonable acts to ensure that no law is infringed by any person.

General duty to clients and public

6.—(1) Estate agents and salespersons shall render professional and conscientious service to their clients and shall act with honesty, fidelity and integrity.

(2) Sub-paragraph (1) means, among other things, that estate agents and salespersons —

- (a) must act according to the instructions of the client and protect and promote the interests of the client, unaffected by the interests of the estate agent, salesperson or any other person;
- (b) must not mislead the client or provide any false information or misrepresent any relevant law or fact to the client;
- (c) must keep the client informed of any material or relevant development or issue in respect of the property of the client;
- (d) must not withhold any relevant fact or information from the client; and
- (e) must not act against the interests of the client in any manner, including collaborating in any form or manner with any other person.

(3) In the conduct of estate agency work on behalf of the client, the estate agent or salesperson must act ethically, honestly, fairly and in a reasonable manner towards all other persons.

FIRST SCHEDULE — *continued*

(4) Sub-paragraph (3) means, among other things, that estate agents and salespersons —

- (a) must not collaborate with or induce or attempt to induce the client or any other person to engage in illegal, dishonest or unethical practices;
- (b) must not overstate or convey a false impression of any relevant information; and
- (c) must not mislead or provide any false information or misrepresent any relevant law or fact.

Not to bring discredit or disrepute to real estate industry

7.—(1) Estate agents and salespersons shall not do anything that may bring discredit or disrepute to the estate agency trade or industry.

(2) Sub-paragraph (1) means, among other things, that estate agents and salespersons —

- (a) must not do anything that may be fraudulent, dishonest, deceitful or misleading;
- (b) must not engage in touting; and
- (c) must not use threatening or harassing tactics or apply unreasonable or improper pressure.

(3) Any opinion that is rendered by an estate agent or a salesperson to the client or any other person shall be justifiable by reference to verifiable facts and shall be given with strict professional integrity, objectivity and courtesy.

(4) Estate agents and salespersons must not solicit for the payment of any reward, commission or fee from any person who did not engage their services.

Duty to clients in relation to signing of documents

8.—(1) Estate agents and salespersons must give the client sufficient time to read any form or document before asking or allowing the client to sign the form or document.

(2) Before asking or allowing a client to sign any form or document, estate agents and salespersons must explain the meaning and consequences of the provisions of the form or document.

(3) An estate agent or salesperson with any doubt in relation to any form or document must inform the client accordingly and advise the client to seek advice from appropriate professionals.

FIRST SCHEDULE — *continued*

(4) The client must be given a copy of any form or document that he signs either immediately or as soon as possible after signing.

Obligations in respect of agreements

9.—(1) Estate agents and salespersons must ensure that all agreements concerning financial obligations and commitments in respect of any transaction are in writing, and record the exact agreement between the parties concerned.

(2) Estate agents and salespersons shall also comply with the following requirements:

- (a) they must procure signatures of all joint vendors or landlords for the sale or lease of property, and those of all joint buyers or tenants for the purchase or rental of property;
- (b) they must ensure that a copy of the agreement is given to every person who signs the agreement, either immediately or as soon as possible after signing;
- (c) they must allow any party reasonable time to read the agreement before signing it, and to seek appropriate advice if he or she so desires; and
- (d) they must not ask or procure anyone to sign an agreement in which essential or material terms or information such as the property address, price, dates, names, and commission payable have been omitted or the relevant space for such terms or information is left blank or unfilled.

Conveying offers, counter offers, etc.

10. An estate agent or salesperson shall submit every offer, counter-offer, proposal or expression of interest received to his client accurately, objectively and as soon as possible after receiving it.

Interpretation or translation if necessary

11. An estate agent or salesperson shall ensure that any information or explanation is conveyed to the client in the language or dialect that the client understands.

Duties in respect of advertisements

12.—(1) Estate agents and salespersons must ensure that they are correctly and clearly identified in —

- (a) all their advertisements and promotional materials; and
- (b) their correspondence, email signatures, letterheads, notepapers and name, calling or any other cards.

FIRST SCHEDULE — *continued*

(2) Sub-paragraph (1) means, among other things, that the following information must be correctly and clearly stated —

- (a) the name and contact number of the estate agent and salesperson as registered with the Council; and
- (b) the licence and registration numbers of the estate agent and salesperson.

(3) Where advertisements are in the form of classified advertisements printed in newspapers, the estate agent or salesperson must use the name and contact numbers that are registered with the Council but need not state the licence or registration number of the estate agent or salesperson.

(4) Estate agents and salespersons must also comply with the following requirements in respect of any form of advertising including name, calling or any other cards:

- (a) they must not cause or allow to be made any advertisement that contains any offer, proposal, statement, representation, claim or information that is inaccurate, false or misleading;
- (b) they must ensure that all materials that advertise or promote a property accurately describe the property;
- (c) any claims of expertise, specialisation or success rate can be substantiated by verifiable facts and records;
- (d) they must obtain the prior agreement of the client before advertising any property of the client for any purpose, including sale or rental;
- (e) they must not advertise any property at a price or on other terms, or in any manner, different from those instructed by the client;
- (f) the advertisement shall not include any transaction information about any specific property (including the name of the parties, the sale and purchase price, rent payable and any other terms of the transaction), without the consent in writing of all the parties to the transaction, regardless of whether the salesperson or estate agent had been involved in the transaction;
- (g) the advertisement and its placement shall not directly or indirectly infringe any law or legal rights; and
- (h) they must remove all advertisements in relation to a property once the property is no longer available for sale or rental for whatever reason, or after the termination of the estate agency agreement in respect of the property.

FIRST SCHEDULE — *continued***Duty to avoid conflict of interests**

13.—(1) Estate agents and salespersons must not accept an appointment by or continue to act on behalf of a client where to do so would place the agent's or salesperson's interests in conflict or potential conflict with those of the client.

(2) Sub-paragraph (1) means, among other things, that —

- (a) estate agents and salespersons must, as soon as possible, declare in writing to the client any interest which may arise at any time and be in direct or indirect conflict with that of the client;
- (b) if, on the grounds of confidentiality or for any other reason, an estate agent or salesperson is unable to make a declaration of conflict or potential conflict, the estate agent or salesperson shall decline to act for or withdraw from acting for the client;
- (c) unless the client being fully informed of any conflict or potential conflict, consents to the estate agent and salesperson acting or continuing to act for him, the estate agent and salesperson shall decline to act for or withdraw from acting for the client;
- (d) estate agents and salespersons must not acquire directly or indirectly, the property of the client or any right or interest in the property of the client, without the express knowledge and consent of the client; and
- (e) subject to any written law, estate agents and salespersons must not directly or indirectly accept any fee, reward, commission, rebate or other payment for the referral of any services rendered or to be rendered by third parties to the client or any other party, in connection with a transaction involving the client, without the express knowledge and prior consent in writing of the client.

(3) Sub-paragraph (2)(e) means, among other things, that the estate agent or salesperson, as the case may be, must disclose in advance, and in writing, both the fact and quantum of such fee, reward, commission, rebate or other payment.

(4) Estate agents and salespersons must not engage in any business, work or professional activity where such business, work or activity would, or could reasonably be expected to, compromise the discharge of their obligations to their clients.

Recommending professional advice where appropriate

14. Estate agents and salespersons shall advise and encourage the parties to a transaction or proposed transaction to seek the advice of appropriate professionals, including but not limited to solicitors, tax advisers, appraisers

FIRST SCHEDULE — *continued*

and valuers, where there is any material matter or issue that is beyond their knowledge or expertise.

Safeguarding confidential information

15.—(1) Estate agents and salespersons shall not disclose or otherwise use any confidential information of or relating to the client that is obtained from the client or obtained in the course of acting for the client unless the disclosure or use is made with the consent of the client, or is otherwise required or allowed by the law.

(2) Disclosure under sub-paragraph (1) may be made only to the appropriate person and only to the extent authorised and extent necessary for the permitted purpose.

SECOND SCHEDULE

Regulation 4

ESTATE AGENTS ACT 2010

CODE OF PRACTICE FOR ESTATE AGENTS

Application of Code to estate agents

1.—(1) This Code shall be known as the Code of Practice for Estate Agents and shall apply to every licensed estate agent.

(2) This Code must be read in conjunction with the Estate Agents Act 2010 (“the Act”) and practice circulars or guidelines issued by the Council for Estate Agencies (“the Council”) from time to time.

(3) A failure to observe this Code or any law applicable to estate agents may constitute unsatisfactory professional conduct or professional misconduct.

(4) An offer, attempt, inducement or instigation to do anything that would constitute a breach of this Code if fully executed or completed is also a breach of this Code.

Definitions

2. In this Code, unless the context otherwise requires —

“clients” includes prospective clients or customers;

“Code of Ethics and Professional Client Care” means the Code of Ethics and Professional Client Care prescribed by the Council that applies to estate agents and salespersons;

SECOND SCHEDULE — *continued*

“practice circulars or guidelines” means practice circulars or guidelines in relation to estate agency work which the Council may issue from time to time.

Violation of Code

3.—(1) Estate agents who breach any provision of this Code may be subject to disciplinary action before a Disciplinary Committee formed under the Act.

(2) A breach of any provision of this Code may result in the imposition of sanctions including financial penalties, demerit points and the suspension or revocation of a licence under the Act.

Management and supervision

4.—(1) Estate agents shall have in place and document in writing proper systems and processes —

(a) to ensure that their salespersons acquire and have the estate agency work knowledge referred to in paragraph 4 of the Code of Ethics and Professional Client Care; and

(b) for the management and supervision of their business and salespersons.

(2) Estate agents shall manage and supervise their salespersons to ensure that their salespersons —

(a) comply with the laws or legal obligations or requirements stated in paragraph 5 of the Code of Ethics and Professional Client Care;

(b) conduct their estate agency work in a professional and reasonable manner and in accordance with the law; and

(c) avoid repeating the conduct of any salesperson or other person employed or engaged by the estate agent which resulted in a breach of the law or disciplinary action.

(3) Estate agents shall vet all publicity and advertising materials of their salespersons prior to publication.

Estate agent card

5.—(1) Estate agents must issue an identification card labelled as an estate agent card to each and every one of their salespersons and partners or the sole proprietor, if applicable.

(2) The estate agent card shall be in such form and of such specifications as the Council may require.

SECOND SCHEDULE — *continued*

- (3) The estate agent card shall include the following information:
- (a) the name and licence number of the estate agent;
 - (b) the name and registration number of the holder of the card;
 - (c) a recent image of the holder of the card; and
[S 708/2015 wef 19/11/2015]
 - (d) a contact number or email address for the making of inquiries or complaints to the estate agent.
[S 708/2015 wef 19/11/2015]
 - (e) *[Deleted by S 708/2015 wef 19/11/2015]*
- (4) No person shall be issued with or hold more than one estate agent card at any time.
- (5) No estate agent card shall be replaced unless the person seeking a replacement makes an application to the estate agent in writing with the reason for the replacement.
- (6) The estate agent must maintain proper records of all estate agent cards issued, which must include the following information:
- (a) the holder's personal particulars;
 - (b) the licence or registration number of the holder;
 - (c) the date of issue of the card and the expiry date of the licence or registration; and
 - (d) the reason for the issue of any replacement card.
- (7) The estate agent shall recover the card issued to a holder in the following circumstances:
- (a) when the holder ceases to be engaged or employed by, or otherwise part of, the estate agent;
 - (b) when the licence or registration of the holder expires, is not renewed, or is suspended or cancelled; or
 - (c) when the holder applies for a replacement estate agent card.
- (8) The name of the holder in the estate agent card shall be —
- (a) the name of the holder as printed in the holder's identity card issued under the National Registration Act (Cap. 201); or
 - (b) if the holder has not been issued with an identity card under the National Registration Act, the holder's name as stated in the holder's passport or any other official identification document, which should be

SECOND SCHEDULE — *continued*

preceded by descriptive words that identify the authority issuing the identification document.

(9) Any business or other name of the holder that is stated in the estate agent card shall be printed within brackets below the name as specified in sub-paragraph (8).

Claims and complaints

6.—(1) Estate agents must have in place a system with suitable processes for the receipt and investigation of claims and complaints against the estate agent or any of their salespersons.

(2) The system and processes must be documented in writing.

(3) All claims and complaints against the estate agent or any of its salespersons must be investigated.

(4) Any investigation under paragraph (3) must be completed within 2 weeks of the receipt of a claim or complaint, or such longer time as the Council may allow.

(5) Where the complainant is making a claim against the estate agent or a salesperson, the estate agent shall meet with the complainant to explore the possibility of an amicable resolution.

(6) The complainant must be expeditiously informed of the outcome of the investigation.

(7) On the request of the Council in any particular case, the estate agent shall furnish the Council, within 2 weeks of the request or such longer time as the Council may allow, with a report on the investigation of the case and details of such action as may have been taken by the estate agent and salesperson, and the outcome thereof.

Retention of documents and records

7.—(1) For the purposes of the Act, an estate agent must retain possession of the originals or keep copies of the following documents for at least 5 years:

- (a) all applications to the Council in respect of estate agent's licence and the registration of salespersons under the Act, including supporting documents;
- (b) all estate agent and salesperson agreements;
- (c) all estate agency agreements;
- (d) all documents relating to property transactions, including —
 - (i) sale and purchase agreements, and options to purchase;
 - (ii) lease and lease agreements, and letters of intent to lease;

SECOND SCHEDULE — *continued*

- (iii) Housing and Development Board documents and forms, including Resale Checklists and approvals for the sub-letting of Housing and Development Board flats;
 - (iv) documents evidencing the receipt and payment of transaction monies;
 - (v) powers of attorney and letters of authorisation; and
 - (vi) declarations made by estate agents or salespersons of any conflict or potential conflict of interests; and
- (e) all documents and correspondence in respect of claims or complaints, including the result of investigations and any action taken.

[S 708/2015 wef 19/11/2015]

(2) Copies of documents retained for the purposes of paragraph (1) may be in electronic form.

(3) Paragraphs (1) and (2) do not affect any statutory obligation or requirement that may require the retention of documents or records for other purposes or for a different period of time.

THIRD SCHEDULE

Regulation 10

ESTATE AGENTS ACT 2010

FORM 1

THIRD SCHEDULE — *continued*

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is authorised or engaged by a prospective seller to introduce a buyer of residential property⁽²⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars should be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Seller (1) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Seller (2) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Name of Estate Agent⁽⁴⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Seller

The above seller(s) (collectively called “Seller”) hereby authorises and engages the Estate Agent⁽⁵⁾, subject to and in accordance with the terms of this Agreement, to introduce to him a Buyer⁽⁶⁾ of the following Property⁽⁷⁾:

_____ (“Property”)

THIRD SCHEDULE — *continued*

3. Scope of Agency and Duties of Estate Agent

The Estate Agent's duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

4. Commission

- (a) If the Seller enters into a binding agreement for the sale and purchase⁽⁸⁾ of the Property with a Buyer introduced by the Estate Agent, the Seller shall pay the Estate Agent commission of *S\$_____ / at the rate of ___%^{(1) (9)} of the transacted price of the Property at the time of completion of the Property transaction pursuant to the agreement for sale and purchase.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

Note: If a Buyer introduced by the Estate Agent has entered into a sale and purchase agreement with the Seller in respect of the Property, the name and address of the Buyer and the date of the sale and purchase agreement may be recorded as follows: _____

- (b) The Seller shall have no obligation to pay any commission to the Estate Agent if completion of the Property transaction falls through without fault on the part of the Seller.
- (c) In the case of HDB property, if completion of the Property transaction falls through by reason of the Seller's ineligibility to sell under HDB rules or regulations, the Seller shall have no obligation to pay any commission to the Estate Agent.

5. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest^{(1) (10)} in acting for the Seller. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

THIRD SCHEDULE — *continued*

(b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Seller. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Seller only if the Seller, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

6. Property Inspection and Co-brokering

- (a) The Seller agrees to allow the Estate Agent to show the property to potential Buyer(s) (including their agents) at mutually agreeable time(s).
- (b) The Estate Agent *may/may not⁽¹⁾ co-operate or co-broke with another Estate Agent to secure Buyers for the Property.
- (c) If co-brokering is allowed, the commission may be shared between the Estate Agent and a co-brokering agent in such amounts as may be agreed between them but the Seller is not liable to pay any commission to the co-brokering agent.

7. Warranty by Seller

The Seller warrants that he is *the owner of/duly authorised⁽¹⁾ to sell the Property.

8. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

9. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Seller and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Seller elects in writing not to mediate.

THIRD SCHEDULE — *continued*

- (ii) The Estate Agent may ask the Seller in writing whether he elects to mediate or not. If the Seller does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Seller has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Seller elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Seller in writing whether he elects to resolve the dispute by arbitration or not. If the Seller does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

10. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹¹⁾ of this Agreement.

THIRD SCHEDULE — *continued*

Signed by the Seller(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Seller (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No. ⁽³⁾;

Date:

Signed by Seller (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No. ⁽³⁾;

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent^{(1) (12)}

Name of *Salesperson /Estate Agent⁽¹⁾;

NRIC No. ⁽³⁾;

Address:

*Salesperson Registration/Estate Agent Licence No. ⁽¹⁾;

Telephone number:

Date:

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Seller at the time they are made.
- (2) This form of agreement is only applicable if all or part of the property to be sold comprises residential property in Singapore.
- (3) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (4) To insert full name of the Estate Agent.
- (5) The Estate Agent is not an exclusive agent and the Seller may also sell the Property himself or through another agent.
- (6) Buyer includes a potential Buyer.
- (7) If there is more than one Property, the relevant addresses may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (8) An agreement for sale and purchase may take the form of an executed sale and purchase agreement or an option to purchase which has been exercised by the Buyer.
- (9) The amount or rate of commission is negotiable between the Seller and the Estate Agent.
- (10) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (11) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (12) If there is a Salesperson representing the Estate Agent in the proposed sale of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed sale of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed sale of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) provide reasonable assistance and advice to the Seller throughout the process of sale of the Property.
- (b) represent the Seller in negotiations with any prospective Buyer in accordance with his instructions.
- (c) promptly forward to the Seller all offers, proposals or expressions of interest from potential Buyers or their agents.
- (d) advance the Seller's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (e) assist the Seller to enter into a binding agreement for sale and purchase with the Buyer and reasonably explain to the Seller all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Seller to seek advice from appropriate professionals.
- (f) comply with all reasonable instructions and requests of the Seller in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (g) advise the Seller on the eligibility of the Seller to sell his HDB flat.
- (h) explain and go through the resale checklist with the Seller of the HDB flat and check with the Seller on whether the renovations made were duly authorised.
- (i) assist the Seller of the HDB flat to submit such forms, documents and/or information as may be required by HDB to process the application for sale.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 1

FORM 2

ESTATE AGENCY AGREEMENT FOR
PURCHASE OF RESIDENTIAL PROPERTY

THIRD SCHEDULE — *continued*

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is authorised or engaged by a prospective buyer to introduce a seller of residential property⁽²⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Buyer (1) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Buyer (2) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Name of Estate Agent⁽⁴⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Buyer

The above buyer(s) (collectively called “Buyer”) hereby authorises and engages the Estate Agent⁽⁵⁾, subject to and in accordance with the terms of this Agreement, to introduce to him a Seller⁽⁶⁾ of the following Property⁽⁷⁾:

 _____ (“Property”)

3. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 2

THIRD SCHEDULE — *continued*

4. Commission

- (a) If the Buyer enters into a binding agreement for sale and purchase⁽⁸⁾ of the Property with a Seller introduced by the Estate Agent, the Buyer shall pay the Estate Agent commission of *S\$_____ / at the rate of ____% ⁽¹⁾ ⁽⁹⁾ of the transacted price of the Property at the time of completion of the Property transaction pursuant to the agreement for sale and purchase.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

Note: If a Seller introduced by the Estate Agent has entered into a sale and purchase agreement with the Buyer in respect of the Property, the name and address of the Seller and the date of the sale and purchase agreement may be recorded as follows: _____

- (b) The Buyer shall have no obligation to pay any commission to the Estate Agent if completion of the Property transaction falls through without fault on the part of the Buyer.
- (c) In the case of HDB property, if completion of the Property transaction falls through by reason of the Buyer's ineligibility to buy under HDB rules or regulations, the Buyer shall have no obligation to pay any commission to the Estate Agent.

5. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest⁽¹⁾ ⁽¹⁰⁾ in acting for the Buyer. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

- (b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Buyer. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Buyer only if the Buyer, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 2

THIRD SCHEDULE — *continued*

6. Co-brokering

- (a) The Estate Agent *may/may not⁽¹⁾ co-operate or co-broke with another Estate Agent to secure Sellers for the Property.
- (b) If co-brokering is allowed, the commission may be shared between the Estate Agent and a co-brokering agent in such amounts as may be agreed between them but the Buyer is not liable to pay any commission to the co-brokering agent.

7. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

8. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Buyer and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Buyer elects in writing not to mediate.
- (ii) The Estate Agent may ask the Buyer in writing whether he elects to mediate or not. If the Buyer does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Buyer has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Buyer elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Buyer in writing whether he elects to resolve the dispute by arbitration or not. If the Buyer does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

THIRD SCHEDULE — *continued*

9. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹¹⁾ of this Agreement.

THIRD SCHEDULE — *continued*

Signed by the Buyer(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Buyer (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No. ⁽³⁾:

Date:

Signed by Buyer (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No. ⁽³⁾:

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent⁽¹⁾ ⁽¹²⁾

Name of *Salesperson /Estate Agent⁽¹⁾:

NRIC No. ⁽³⁾:

Address:

*Salesperson Registration/Estate Agent Licence No. ⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Buyer immediately upon signing.

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. All deletions must be initialed by the Buyer.
- (2) This form of agreement is only applicable if all or part of the property to be purchased comprises residential property in Singapore.
- (3) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (4) To insert full name of the Estate Agent.
- (5) The Estate Agent is not an exclusive agent and the Buyer may purchase the Property himself or through another agent.
- (6) Seller includes a potential Seller.
- (7) To state description of Property to be purchased e.g. type, locality and price range. If there is more than one Property, the relevant descriptions may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (8) An agreement for sale and purchase may take the form of an executed sale and purchase agreement or an option to purchase which has been exercised by the Buyer.
- (9) The amount or rate of commission is negotiable between the Buyer and the Estate Agent.
- (10) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (11) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (12) If there is a Salesperson representing the Estate Agent in the proposed sale of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed purchase of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed purchase of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) provide reasonable assistance and advice to the Buyer throughout the process of purchase of the Property.
- (b) represent the Buyer in negotiations with any potential Seller in accordance with his instructions.
- (c) promptly forward to the Buyer all offers, proposals or expressions of interest from potential Sellers or their agents.
- (d) advance the Buyer's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (e) assist the Buyer to enter into a binding agreement for sale and purchase with the Seller and reasonably explain to the Buyer all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Buyer to seek advice from appropriate professionals.
- (f) comply with all reasonable instructions and requests of the Buyer in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (g) advise the Buyer on the eligibility of the Buyer to buy the HDB flat.
- (h) explain and go through the resale checklist with the Buyer and explain to the Buyer the implications if the renovations made to the HDB flat were not duly authorised.
- (i) assist the Buyer of the HDB flat to submit such forms, documents and/or information as may be required by HDB to process the application for purchase.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 2

FORM 3

ESTATE AGENCY AGREEMENT FOR
LEASE OF RESIDENTIAL PROPERTY
BY A LANDLORD

THIRD SCHEDULE — *continued*

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is authorised or engaged by a prospective landlord to introduce a tenant of residential property⁽²⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Landlord (1) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Landlord (2) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Name of Estate Agent⁽⁴⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Landlord

The above landlord(s) (collectively called “Landlord”) hereby authorises and engages the Estate Agent⁽⁵⁾, subject to and in accordance with the terms of this Agreement, to introduce to him a Tenant⁽⁶⁾ of the following Property⁽⁷⁾:

_____ (“Property”)

3. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 3

THIRD SCHEDULE — *continued*

4. Commission

- (a) If the Landlord enters into a binding lease⁽⁸⁾ of the Property with a Tenant introduced by the Estate Agent for _____⁽⁹⁾, the Landlord shall pay the Estate Agent commission of *S\$ _____ / _____^{(1) (9)} rent.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

Note: If a Tenant introduced by the Estate Agent has entered into a binding lease with the Landlord in respect of the Property, the name and address of the Tenant and the date of the lease may be recorded as follows: _____

- (b) The Landlord shall have no obligation to pay any commission to the Estate Agent if the leasing of the Property falls through without fault on the part of the Landlord.
- (c) In the case of HDB property, if the leasing of the Property falls through by reason of the Landlord's ineligibility to lease under HDB rules or regulations, the Landlord shall have no obligation to pay any commission to the Estate Agent.
- (d) On _____⁽¹⁰⁾ renewal of the lease, the Landlord *shall/shall not⁽¹⁾ be liable to pay further commission to the Estate Agent. If further commission is payable upon renewal, such commission shall amount to *S\$ _____ / _____^{(1) (9)} rent for _____⁽⁹⁾.

5. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest^{(1) (11)} in acting for the Landlord. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

THIRD SCHEDULE — *continued*

(b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Landlord. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Landlord only if the Landlord, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

6. Property Inspection and Co-broking

- (a) The Landlord agrees to allow the Estate Agent to show the property to potential Tenant(s) (including their agents) at mutually agreeable time(s).
- (b) The Estate Agent *may/may not*⁽¹⁾ co-operate or co-broke with another Estate Agent to secure Tenants for the Property.
- (c) If co-broking is allowed, the commission may be shared between the Estate Agent and a co-broking agent in such amounts as may be agreed between them but the Landlord is not liable to pay any commission to the co-broking agent.

7. Warranty by Landlord

The Landlord warrants that he is *the owner of/duly authorised*⁽¹⁾ to lease the Property.

8. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

9. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Landlord and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Landlord elects in writing not to mediate.

THIRD SCHEDULE — *continued*

- (ii) The Estate Agent may ask the Landlord in writing whether he elects to mediate or not. If the Landlord does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Landlord has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Landlord elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Landlord in writing whether he elects to resolve the dispute by arbitration or not. If the Landlord does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

10. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹²⁾ of this Agreement.

THIRD SCHEDULE — *continued*

Signed by the Landlord(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Landlord (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽³⁾;

Date:

Signed by Landlord (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽³⁾;

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent^{(1) (13)}

Name of *Salesperson /Estate Agent⁽¹⁾;

NRIC No.⁽³⁾;

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾;

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Landlord immediately upon signing.

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Landlord.
- (2) This form of agreement is only applicable if all or part of the property to be leased comprises residential property in Singapore.
- (3) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (4) To insert full name of the Estate Agent.
- (5) The Estate Agent is not an exclusive agent and the Landlord may also lease the property himself or through another agent.
- (6) Tenant includes a potential Tenant.
- (7) If there is more than one Property, the relevant addresses may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (8) A lease includes a sublease and an agreement for lease or sublease, under whatever name.
- (9) The relevant period or number of months should be stated. The amount or rate of commission is negotiable between the Landlord and the Estate Agent. In the case of renewal of lease, whether further commission is payable and, if so, how much are also matters that are subject to negotiation.
- (10) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (11) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (12) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (13) If there is a Salesperson representing the Estate Agent in the proposed lease of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed lease of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed lease of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) provide reasonable assistance and advice to the Landlord throughout the process of lease of the Property.
- (b) represent the Landlord in negotiations with any prospective Tenant in accordance with his instructions.
- (c) promptly forward to the Landlord all offers, proposals or expressions of interest from potential Tenants or their agents.
- (d) advance the Landlord's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (e) assist the Landlord to enter into a binding lease with the Tenant and reasonably explain to the Landlord all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Landlord to seek advice from appropriate professionals.
- (f) comply with all reasonable instructions and requests of the Landlord in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (g) advise the Landlord on the eligibility of the Landlord to lease his HDB flat.
- (h) assist the Landlord of the HDB flat to submit such forms, documents and/or information as may be required by HDB.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 3

FORM 4

ESTATE AGENCY AGREEMENT FOR
LEASE OF RESIDENTIAL PROPERTY
BY A TENANT

THIRD SCHEDULE — *continued*

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is authorised or engaged by a prospective tenant to introduce a landlord of residential property⁽²⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Tenant (1) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Tenant (2) Name: _____ NRIC No.⁽³⁾: _____

Address: _____

Name of Estate Agent⁽⁴⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Tenant

The above tenant(s) (collectively called “Tenant”) hereby authorises and engages the Estate Agent⁽⁵⁾ subject to and in accordance with the terms of this Agreement, to introduce to him a Landlord⁽⁶⁾ of the following Property⁽⁷⁾:

 _____ (“Property”)

3. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 4

THIRD SCHEDULE — *continued*

4. Commission

- (a) If the Tenant enters into a binding lease⁽⁸⁾ of the Property with a Landlord introduced by the Estate Agent for _____⁽⁹⁾, the Tenant shall pay the Estate Agent commission of *S\$ _____ / _____⁽¹⁾ ⁽⁹⁾ rent.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

Note: If a Landlord introduced by the Estate Agent has entered into a binding lease with the Tenant in respect of the Property, the name and address of the Landlord and the date of the lease may be recorded as follows: _____

- (b) The Tenant shall have no obligation to pay any commission to the Estate Agent if the leasing of the Property falls through without fault on the part of the Tenant.
- (c) In the case of HDB property, if the leasing of the Property falls through by reason of the Tenant's ineligibility to lease under HDB rules or regulations, the Tenant shall have no obligation to pay any commission to the Estate Agent.
- (d) On _____⁽¹⁰⁾ renewal of the lease, the Tenant *shall/shall not⁽¹⁾ be liable to pay further commission to the Estate Agent. If further commission is payable upon renewal, such commission shall amount to *S\$ _____ / _____⁽¹⁾ ⁽⁹⁾ rent for _____⁽⁹⁾.

5. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest⁽¹⁾ ⁽¹¹⁾ in acting for the Tenant. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

THIRD SCHEDULE — *continued*

- (b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Tenant. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Tenant only if the Tenant, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

6. Co-brokking

- (a) The Tenant *authorises/does not authorise⁽¹⁾ the Estate Agent to co-operate or co-broke with another Estate Agent to secure Landlords for the Property.
- (b) If co-brokking is allowed, the commission may be shared between the Estate Agent and a co-brokking agent in such amounts as may be agreed between them but the Tenant is not liable to pay any commission to the co-brokking agent.

7. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

8. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Tenant and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Tenant elects in writing not to mediate.
- (ii) The Estate Agent may ask the Tenant in writing whether he elects to mediate or not. If the Tenant does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

THIRD SCHEDULE — *continued*

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Tenant has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Tenant elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Tenant in writing whether he elects to resolve the dispute by arbitration or not. If the Tenant does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

9. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹²⁾ of this Agreement.

THIRD SCHEDULE — *continued*

Signed by the Tenant(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Tenant (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽³⁾:

Date:

Signed by Tenant (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽³⁾:

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent^{(1) (13)}

Name of *Salesperson /Estate Agent⁽¹⁾:

NRIC No.⁽³⁾:

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Tenant immediately upon signing.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 4

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Tenant.
- (2) This form of agreement is only applicable if all or part of the property to be leased comprises residential property in Singapore.
- (3) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (4) To insert full name of the Estate Agent.
- (5) The Estate Agent is not an exclusive agent and the Tenant may also lease property himself or through another agent.
- (6) Landlord includes a potential Landlord.
- (7) To state description of Property to be leased e.g. type, locality and rental range. If there is more than one Property, the relevant descriptions may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (8) A lease includes a sublease and an agreement for lease or sublease, under whatever name.
- (9) The relevant period or number of months should be stated. The amount or rate of commission is negotiable between the Tenant and the Estate Agent. In the case of renewal of lease, whether further commission is payable and, if so, how much are also matters that are subject to negotiation.
- (10) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (11) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (12) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (13) If there is a Salesperson representing the Estate Agent in the proposed lease of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed lease of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed lease of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) provide reasonable assistance and advice to the Tenant throughout the process of lease of the Property.
- (b) represent the Tenant in negotiations with any prospective Landlord in accordance with his instructions.
- (c) promptly forward to the Tenant all offers, proposals or expressions of interest from potential Landlords or their agents.
- (d) advance the Tenant's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (e) assist the Tenant to enter into a binding lease with the Landlord and reasonably explain to the Tenant all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Tenant to seek advice from appropriate professionals.
- (f) comply with all reasonable instructions and requests of the Tenant in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (g) advise the Tenant on the eligibility of the Tenant to lease the HDB flat.
- (h) assist the Tenant of the HDB flat to submit such forms, documents and/or information as may be required by HDB.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 4

[S 652/2019 wef 01/10/2019]

FORM 5

EXCLUSIVE ESTATE AGENCY AGREEMENT FOR
SALE OF RESIDENTIAL PROPERTY

 THIRD SCHEDULE — *continued*

*⁽¹⁾ORIGINAL/ _____ ⁽²⁾RENEWAL OF AGREEMENT

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is exclusively authorised or engaged by a prospective seller to introduce a buyer of residential property⁽³⁾ in Singapore.

Note: Where a number in brackets (e.g. ⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Seller (1) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Seller (2) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Name of Estate Agent⁽⁵⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Seller

The above seller(s) (collectively called “Seller”) hereby authorises and engages the Estate Agent, subject to and in accordance with the terms of this Agreement, to introduce to him a Buyer⁽⁶⁾ of the following Property on an **exclusive** basis⁽⁷⁾ ⁽⁸⁾:

_____ (“Property”)

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 5

THIRD SCHEDULE — *continued*

3. Validity Period/Renewal

- (a) This Agreement shall take effect on the *Agreement Date/ _____ (“Commencement Date”)⁽¹⁾ and shall expire on _____ (dd/mm/yyyy) or 3 calendar months after the Commencement Date, whichever date is earlier (“Expiry Date”). In this Agreement, the period from the Commencement Date to the Expiry Date shall be referred to as the “Validity Period”.
- (b) This Agreement can only be renewed or extended in the same prescribed Form (“Renewal of Agreement”), with the necessary changes to the Commencement Date and Expiry Date, and not in any other manner. The parties may enter into any number of such Renewal of Agreements but the term of each Renewal of Agreement shall not exceed 3 calendar months.

4. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

5. Expected Sale Price

The expected sale price shall be Singapore Dollars _____ (\$ _____)⁽⁹⁾.

6. Commission

- (a) If during the Validity Period, the Seller enters into a binding agreement for sale and purchase⁽¹⁰⁾ with a Buyer, whether such Buyer is introduced by the Estate Agent or not, the Seller shall pay the Estate Agent commission of *S\$ _____ /at the rate of ____% ⁽¹⁾ ⁽¹¹⁾ of the transacted price of the Property at the time of completion of the Property transaction.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

- (b) If the Property is sold after the Validity Period but within 3 calendar months after the Expiry Date, the Seller shall be liable to pay commission to the Estate Agent if the Buyer is a person whom the Estate Agent had introduced to the Seller during the Validity Period.
- (c) The Seller shall have no obligation to pay any commission to the Estate Agent if completion of the Property transaction falls through without fault on the part of the Seller.

THIRD SCHEDULE — *continued*

- (d) In the case of HDB property, if completion of the Property transaction falls through by reason of the Seller's ineligibility to sell under HDB rules or regulations, the Seller shall have no obligation to pay any commission to the Estate Agent.

7. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest⁽¹⁾ ⁽¹²⁾ in acting for the Seller. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

- (b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Seller. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Seller only if the Seller, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

8. Property Inspection and Co-brokering

- (a) The Seller agrees to allow the Estate Agent to show the property to potential Buyer(s) (including their agents) at mutually agreeable time(s).
- (b) The Estate Agent *may/may not⁽¹⁾ co-operate or co-broke with another Estate Agent to secure Buyers for the Property.
- (c) If co-brokering is allowed, the commission may be shared between the Estate Agent and a co-brokering agent in such amounts as may be agreed between them but the Seller is not liable to pay any commission to the co-brokering agent.

9. Warranty by Seller

The Seller warrants that he is *the owner of/duly authorised⁽¹⁾ to sell the Property.

10. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

THIRD SCHEDULE — *continued*

11. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Seller and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Seller elects in writing not to mediate.
- (ii) The Estate Agent may ask the Seller in writing whether he elects to mediate or not. If the Seller does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Seller has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Seller elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Seller in writing whether he elects to resolve the dispute by arbitration or not. If the Seller does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

12. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

THIRD SCHEDULE — *continued*

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹³⁾ of this Agreement.

Signed by the Seller(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Seller (1)

*Through the interpretation of _____
Date:

Signed by interpreter _____
Interpreter's NRIC No.⁽⁴⁾:
Date:

Signed by Seller (2)

*Through the interpretation of _____
Date:

Signed by interpreter _____
Interpreter's NRIC No.⁽⁴⁾:
Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent^{(1) (4)}

Name of *Salesperson /Estate Agent⁽¹⁾:

NRIC No.⁽⁴⁾:

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Seller immediately upon signing.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 5

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Seller.
- (2) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (3) This form of agreement is only applicable if all or part of the property to be sold comprises residential property in Singapore.
- (4) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (5) To insert full name of Estate Agent.
- (6) Buyer includes a potential Buyer.
- (7) In an exclusive appointment, the Seller agrees not to appoint any other agent during the Validity Period. Should the Seller find his own Buyer or sell the Property through another agent, he would be liable to pay commission to the Estate Agent.
- (8) If there is more than one Property, the relevant addresses may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (9) The Seller does not confer upon the Estate Agent, by virtue of this clause, the right to make or accept an offer on behalf of the Seller. The expected sale price is for the purpose of listing or advertising only.
- (10) An agreement for sale and purchase may take the form of an executed sale and purchase agreement or an option to purchase which has been exercised by the Buyer.
- (11) The amount or rate of commission is negotiable between the Seller and the Estate Agent.
- (12) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (13) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.

THIRD SCHEDULE — *continued*

- (14) If there is a Salesperson representing the Estate Agent in the proposed sale of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed sale of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed sale of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) obtain information in relation to the Property from the Seller.
- (b) market and promote the Property with reasonable diligence in accordance with the Seller's reasonable instructions. Unless otherwise agreed in writing by the Seller, such marketing and promotion shall be at the Estate Agent's cost.
- (c) arrange for potential Buyers to view the Property.
- (d) provide reasonable assistance and advice to the Seller throughout the process of sale of the Property.
- (e) represent the Seller in negotiations with any prospective Buyer in accordance with his instructions.
- (f) promptly forward to the Seller all offers, proposals or expressions of interest from potential Buyers or their agents.
- (g) advance the Seller's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (h) assist the Seller to enter into a binding agreement for sale and purchase with the Buyer and reasonably explain to the Seller all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Seller to seek advice from appropriate professionals.
- (i) comply with all reasonable instructions and requests of the Seller in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (j) advise the Seller on the eligibility of the Seller to sell his HDB flat.
- (k) explain and go through the resale checklist with the Seller of the HDB flat and check with the Seller on whether the renovations made were duly authorised.
- (l) assist the Seller of the HDB flat to submit such forms, documents and/or information as may be required by HDB to process the application for sale.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 5

FORM 6

FOR THE PURCHASE OF RESIDENTIAL PROPERTY

THIRD SCHEDULE — *continued*

*(1) ORIGINAL/ _____ (2) RENEWAL OF AGREEMENT

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is exclusively authorised or engaged by a prospective buyer to introduce a seller of residential property⁽³⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Buyer (1) Name: _____ **NRIC No.⁽⁴⁾:** _____

Address: _____

Buyer (2) Name: _____ **NRIC No.⁽⁴⁾:** _____

Address: _____

Name of Estate Agent⁽⁵⁾: _____ **Licence No.:** _____

Address: _____

2. Appointment of Estate Agent by Buyer

The above buyer(s) (collectively called “Buyer”) hereby authorises and engages the Estate Agent, subject to and in accordance with the terms of this Agreement, to introduce to him a Seller⁽⁶⁾ of the following Property on an **exclusive** basis⁽⁷⁾ (8):

_____ (“Property”)

THIRD SCHEDULE — *continued***3. Validity Period/Renewal**

- (a) This Agreement shall take effect on the *Agreement Date/ _____ (“Commencement Date”)⁽¹⁾ and shall expire on _____ (dd/mm/yyyy) or 3 calendar months after the Commencement Date, whichever date is earlier (“Expiry Date”). In this Agreement, the period from the Commencement Date to the Expiry Date shall be referred to as the “Validity Period”.
- (b) This Agreement can only be renewed or extended in the same prescribed Form (“Renewal of Agreement”), with the necessary changes to the Commencement Date and Expiry Date, and not in any other manner. The parties may enter into any number of such Renewal of Agreements but the term of each Renewal of Agreement shall not exceed 3 calendar months.

4. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

5. Commission

- (a) If during the Validity Period, the Buyer enters into a binding agreement for sale and purchase⁽⁹⁾ with a Seller, whether such Seller is introduced by the Estate Agent or not, the Buyer shall pay the Estate Agent commission of *S\$_____/at the rate of ___% ⁽¹⁾ ⁽¹⁰⁾ of the transacted price of the Property at the time of completion of the Property transaction.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

- (b) If the Property is purchased by the Buyer after the Validity Period but within 3 calendar months after the Expiry Date, the Buyer shall be liable to pay commission to the Estate Agent if, during the Validity Period, the availability of the Property for purchase from the Seller was made known to the Buyer by the Estate Agent.
- (c) The Buyer shall have no obligation to pay any commission to the Estate Agent if completion of the Property transaction falls through without fault on the part of the Buyer.
- (d) In the case of HDB property, if completion of the Property transaction falls through by reason of the Buyer’s ineligibility to buy under HDB rules or regulations, the Buyer shall have no obligation to pay any commission to the Estate Agent.

THIRD SCHEDULE — *continued*

6. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest^{(1) (11)} in acting for the Buyer. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

- (b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Buyer. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Buyer only if the Buyer, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

7. Co-brokking

- (a) The Buyer *authorises/does not authorise⁽¹⁾ the Estate Agent to co-operate or co-broke with another agent to secure Sellers for the Property.
- (b) If co-brokking is allowed, the commission may be shared between the Estate Agent and a co-brokking agent in such amounts as may be agreed between them but the Buyer is not liable to pay any commission to the co-brokking agent.

8. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

9. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Buyer and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Buyer elects in writing not to mediate.

THIRD SCHEDULE — *continued*

- (ii) The Estate Agent may ask the Buyer in writing whether he elects to mediate or not. If the Buyer does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Buyer has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Buyer elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Buyer in writing whether he elects to resolve the dispute by arbitration or not. If the Buyer does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

11. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹²⁾ of this Agreement.

THIRD SCHEDULE — *continued*

Signed by the Buyer(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Buyer (1)

*Through the interpretation of _____
Date:

Signed by interpreter _____
Interpreter's NRIC No.⁽⁴⁾:
Date:

Signed by Buyer (2)

*Through the interpretation of _____
Date:

Signed by interpreter _____
Interpreter's NRIC No.⁽⁴⁾:
Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent⁽¹⁾ ⁽¹³⁾

Name of *Salesperson /Estate Agent⁽¹⁾:

NRIC No.⁽⁴⁾:

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Buyer immediately upon signing.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 6

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Buyer.
- (2) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (3) This form of agreement is only applicable if all or part of the property to be purchased comprises residential property in Singapore.
- (4) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (5) To insert full name of Estate Agent.
- (6) Seller includes a potential Seller.
- (7) In an exclusive appointment, the Buyer agrees not to appoint any other agent during the Validity Period. Should the Buyer buy the Property himself directly or through another agent, he would be liable to pay commission to the Estate Agent.
- (8) To state description of Property to be purchased e.g. type, locality and price range. If there is more than one Property, the relevant descriptions may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (9) An agreement for sale and purchase may take the form of an executed sale and purchase agreement or an option to purchase which has been exercised by the Buyer.
- (10) The amount or rate of commission is negotiable between the Buyer and the Estate Agent.
- (11) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (12) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (13) If there is a Salesperson representing the Estate Agent in the proposed purchase of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed purchase of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed purchase of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) search for and locate suitable properties in accordance with the Buyer's instructions for consideration or viewing by the Buyer.
- (b) provide reasonable assistance and advice to the Buyer throughout the process of purchase of the Property.
- (c) represent the Buyer in negotiations with any potential Seller in accordance with his instructions.
- (d) promptly forward to the Buyer all offers, proposals or expressions of interest from potential Sellers or their agents.
- (e) advance the Buyer's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (f) assist the Buyer to enter into a binding agreement for sale and purchase with the Seller and reasonably explain to the Buyer all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Buyer to seek advice from appropriate professionals.
- (g) comply with all reasonable instructions and requests of the Buyer in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (h) advise the Buyer on the eligibility of the Buyer to buy the HDB flat.
- (i) explain and go through the resale checklist with the Buyer and explain to the Buyer the implications if the renovations made to the HDB flat were not duly authorised.
- (j) assist the Buyer of the HDB flat to submit such forms, documents and/or information as may be required by HDB to process the application for purchase.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 6

FORM 7

EXCLUSIVE ESTATE AGENCY AGREEMENT FOR
LEASE OF RESIDENTIAL PROPERTY
BY A LANDLORD

THIRD SCHEDULE — *continued*

*⁽¹⁾ORIGINAL/_____ ⁽²⁾RENEWAL OF AGREEMENT

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is exclusively authorised or engaged by a prospective landlord to introduce a tenant of residential property⁽³⁾ in Singapore.

Note: Where a number in brackets (e.g.⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Landlord (1) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Landlord (2) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Name of Estate Agent⁽⁵⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Landlord

The above Landlord(s) (collectively called “Landlord”) hereby authorises and engages the Estate Agent, subject to and in accordance with the terms of this Agreement, to introduce to him a Tenant⁽⁶⁾ of the following Property on an **exclusive** basis⁽⁷⁾ ⁽⁸⁾:

_____ (“Property”)

THIRD SCHEDULE — *continued*

3. Validity Period/Renewal

- (a) This Agreement shall take effect on the *Agreement Date/ _____ (“Commencement Date”)⁽¹⁾ and shall expire on _____ (dd/mm/yyyy) or 3 calendar months after the Commencement Date, whichever date is earlier (“Expiry Date”). In this Agreement, the period from the Commencement Date to the Expiry Date shall be referred to as the “Validity Period”.
- (b) This Agreement can only be renewed or extended in the same prescribed Form (“Renewal of Agreement”), with the necessary changes to the Commencement Date and Expiry Date, and not in any other manner. The parties may enter into any number of such Renewal of Agreements but the term of each Renewal of Agreement shall not exceed 3 calendar months.

4. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

5. Expected Rental and Collection of Money

The expected rental shall be Singapore Dollars _____ (\$_____) ⁽⁹⁾ per _____.

6. Commission

- (a) If during the Validity Period, the Landlord enters into a binding lease⁽¹⁰⁾ of the Property for _____⁽¹¹⁾ with a Tenant, whether such Tenant is introduced by the Estate Agent or not, the Landlord shall pay the Estate Agent commission of *S\$_____/_____⁽¹⁾ ⁽¹¹⁾ rent.

GST is payable upon the commission: Yes No

If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.

- (b) If the Property is leased after the Validity Period but within 3 calendar months after the Expiry Date, the Landlord shall be liable to pay commission to the Estate Agent if the Tenant is a person whom the Estate Agent had introduced to the Landlord during the Validity Period.
- (c) The Landlord shall have no obligation to pay any commission to the Estate Agent if the leasing of the Property falls through without fault on the part of the Landlord.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 7

THIRD SCHEDULE — *continued*

- (d) In the case of HDB property, if the leasing of the Property falls through by reason of the Landlord's ineligibility to lease under HDB rules or regulations, the Landlord shall have no obligation to pay any commission to the Estate Agent.
- (e) On _____⁽²⁾ renewal of the lease, the Landlord *shall/shall not⁽¹⁾ be liable to pay further commission to the Agent. If further commission is payable upon renewal, such commission shall amount to *S\$ _____ / _____⁽¹⁾ rent for _____⁽¹¹⁾.

7. Disclosure Requirements

- (a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest⁽¹⁾ ⁽¹²⁾ in acting for the Landlord. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

- (b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Landlord. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Landlord only if the Landlord, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

8. Property Inspection and Co-broking

- (a) The Landlord agrees to allow the Estate Agent to show the property to potential Tenant(s) (including their agents) at mutually agreeable time(s).
- (b) The Estate Agent *may/may not⁽¹⁾ co-operate or co-broke with another Estate Agent to secure Tenants for the Property.
- (c) If co-broking is allowed, the commission may be shared between the Estate Agent and a co-broking agent in such amounts as may be agreed between them but the Landlord is not liable to pay any commission to the co-broking agent.

9. Warranty by Landlord

The Landlord warrants that he is *the owner of/duly authorised⁽¹⁾ to lease the Property.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 7

THIRD SCHEDULE — *continued*

10. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

11. Applicable Law and Dispute Resolution

- (a) This Agreement shall be governed by the laws of Singapore.
- (b) Any dispute between the Landlord and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Landlord elects in writing not to mediate.
- (ii) The Estate Agent may ask the Landlord in writing whether he elects to mediate or not. If the Landlord does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Landlord has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Landlord elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Landlord in writing whether he elects to resolve the dispute by arbitration or not. If the Landlord does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

12. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 7

THIRD SCHEDULE — *continued*

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹³⁾ of this Agreement.

Signed by the Landlord(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Landlord (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽⁴⁾:

Date:

Signed by Landlord (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽⁴⁾:

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent⁽¹⁾ ⁽¹⁴⁾

Name of *Salesperson/Estate Agent⁽¹⁾:

NRIC No.⁽⁴⁾:

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Landlord immediately upon signing.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 7

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Landlord.
- (2) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (3) This form of agreement is only applicable if all or part of the property to be leased comprises residential property in Singapore.
- (4) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (5) To insert full name of Estate Agent.
- (6) Tenant includes a potential Tenant.
- (7) In an exclusive appointment, the Landlord agrees not to appoint any other agent during the Validity Period. Should the Landlord lease the Property himself directly or through another agent, he would be liable to pay commission to the Estate Agent.
- (8) If there is more than one Property, the relevant addresses may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (9) The Landlord does not confer upon the Estate Agent, by virtue of this clause, the right to make or accept an offer on behalf of the Landlord. The expected rental is for the purpose of listing or advertising only.
- (10) A lease includes a sublease and an agreement for lease or sublease, under whatever name.
- (11) The relevant period or number of months should be stated. The amount or rate of commission is negotiable between the Landlord and the Estate Agent. In the case of renewal of lease, whether further commission is payable and, if so, how much are also matters that are subject to negotiation.
- (12) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (13) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.

THIRD SCHEDULE — *continued*

- (14) If there is a Salesperson representing the Estate Agent in the proposed lease of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed lease of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed lease of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) obtain information in relation to the Property from the Landlord.
- (b) market and promote the Property with reasonable diligence in accordance with the Landlord's reasonable instructions. Unless otherwise agreed in writing by the Landlord, such marketing and promotion shall be at the Estate Agent's cost.
- (c) arrange for potential Tenants to view the Property.
- (d) provide reasonable assistance and advice to the Landlord throughout the process of leasing the Property.
- (e) represent the Landlord in negotiations with any prospective Tenant in accordance with his instructions.
- (f) promptly forward to the Landlord all offers, proposals or expressions of interest from potential Tenants or their agents.
- (g) advance the Landlord's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (h) assist the Landlord to enter into a binding lease with the Tenant and reasonably explain to the Landlord all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Landlord to seek advice from appropriate professionals.
- (i) comply with all reasonable instructions and requests of the Landlord in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (j) advise the Landlord on the eligibility of the Landlord to lease his HDB flat.
- (k) assist the Landlord of the HDB flat to submit such forms, documents and/or information as may be required by HDB.

Council for Estate Agencies, Singapore Prescribed Estate Agency Agreement: Form 7

FORM 8

EXCLUSIVE ESTATE AGENCY AGREEMENT FOR
LEASE OF RESIDENTIAL PROPERTY
BY A TENANT

THIRD SCHEDULE — *continued*

*⁽¹⁾ ORIGINAL / _____ ⁽²⁾ RENEWAL AGREEMENT

This form is prescribed by the Council for Estate Agencies (“CEA”) under the Estate Agents Act 2010 for use when an estate agent is exclusively authorised or engaged by a prospective tenant to introduce a landlord of residential property⁽³⁾ in Singapore.

Note: Where a number in brackets (e.g. ⁽¹⁾) appears in this Agreement, please read the explanatory note that bears the corresponding number in Schedule 1 to this Agreement. Where any space provided below is insufficient, the relevant particulars shall be written on a separate sheet and attached to this Agreement.

1. Parties to Agreement

Agreement Date: □□/□□/□□□□ (dd/mm/yyyy)

Tenant (1) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Tenant (2) Name: _____ NRIC No.⁽⁴⁾: _____

Address: _____

Name of Estate Agent⁽⁵⁾: _____ Licence No.: _____

Address: _____

2. Appointment of Estate Agent by Tenant

The above tenant(s) (collectively called “Tenant”) hereby authorises and engages the Estate Agent, subject to and in accordance with the terms of this Agreement, to introduce to him a Landlord⁽⁶⁾ of the following Property on an **exclusive** basis^{(7) (8)}:

_____ (“Property”)

THIRD SCHEDULE — *continued*

3. Validity Period/Renewal

- (a) This Agreement shall take effect on the *Agreement Date/ _____ (“Commencement Date”)⁽¹⁾ and shall expire on _____ (dd/mm/yyyy) or 3 calendar months after the Commencement Date, whichever date is earlier (“Expiry Date”). In this Agreement, the period from the Commencement Date to the Expiry Date shall be referred to as the “Validity Period”.
- (b) This Agreement can only be renewed or extended in the same prescribed Form (“Renewal of Agreement”), with the necessary changes to the Commencement Date and Expiry Date, and not in any other manner. The parties may enter into any number of such Renewal of Agreements but the term of each Renewal of Agreement shall not exceed 3 calendar months.

4. Scope of Agency and Duties of Estate Agent

The Estate Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Estate Agent by the other terms in this Agreement and any written law.

5. Commission

- (a) If during the Validity Period, the Tenant enters into a binding lease⁽⁹⁾ of the Property for _____⁽¹⁰⁾ with a Landlord, whether such Landlord is introduced by the Estate Agent or not, the Tenant shall pay the Estate Agent commission of *S\$ _____/ _____⁽¹⁾ ⁽¹⁰⁾ rent.
- GST is payable upon the commission: Yes No
- If Yes, the commission specified is *inclusive/exclusive⁽¹⁾ of GST.
- (b) If the Property is leased after the Validity Period but within 3 calendar months after the Expiry Date, the Tenant shall be liable to pay commission to the Estate Agent if during the Validity Period, the availability of the Property for lease from the Landlord was made known to the Tenant by the Estate Agent.
- (c) The Tenant shall have no obligation to pay any commission to the Estate Agent if the leasing of the Property falls through without fault on the part of the Tenant.
- (d) In the case of HDB property, if the leasing falls through by reason of the Tenant’s ineligibility to lease under HDB rules or regulations, the Tenant shall have no obligation to pay any commission to the Estate Agent.

THIRD SCHEDULE — *continued*

(e) On _____⁽²⁾ renewal of the lease, the Tenant *shall/shall not⁽¹⁾ be liable to pay further commission to the Agent. If further commission is payable upon renewal, such commission shall amount to *S\$ _____/_____⁽¹⁾ rent for _____⁽¹⁰⁾.

6. Disclosure Requirements

(a) The Estate Agent or Salesperson *has/does not have a conflict or potential conflict of interest⁽¹⁾ ⁽¹¹⁾ in acting for the Tenant. If the Estate Agent or Salesperson has a conflict or potential conflict of interest, the details are as follows:

(b) If the Estate Agent or Salesperson has declared that there is no conflict or potential conflict of interest but a conflict or potential conflict of interest only arises (or he becomes aware of the conflict or potential conflict of interest) after the execution of this Agreement, the conflict or potential conflict of interest must be immediately disclosed in writing to the Tenant. Upon such disclosure, the Estate Agent and Salesperson may continue to act for the Tenant only if the Tenant, being fully informed, consents in writing to the Estate Agent and Salesperson continuing to act for him.

7. Co-brokering

(a) The Tenant *authorises/does not authorise⁽¹⁾ the Estate Agent to co-operate or co-broke with another Estate Agent to secure Landlords for the Property.

(b) If co-brokering is allowed, the commission may be shared between the Estate Agent and a co-brokering agent in such amounts as may be agreed between them but the Tenant is not liable to pay any commission to the co-brokering agent.

8. Schedules and Notes

The Schedules and Notes to or in this Agreement form part of this Agreement.

9. Applicable Law and Dispute Resolution

(a) This Agreement shall be governed by the laws of Singapore.

THIRD SCHEDULE — *continued*

- (b) Any dispute between the Tenant and the Estate Agent arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be resolved in the following manner:

Mediation First

- (i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless the Tenant elects in writing not to mediate.
- (ii) The Estate Agent may ask the Tenant in writing whether he elects to mediate or not. If the Tenant does not reply or make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation.

Arbitration

- (iii) If the dispute remains outstanding (i.e. the Tenant has elected not to mediate or the dispute is not resolved by mediation), the dispute shall be referred to and finally resolved by arbitration in Singapore under the arbitration scheme prescribed by the CEA, in accordance with such rules as may be prescribed, unless the Tenant elects in writing not to arbitrate.
- (iv) The Estate Agent may ask the Tenant in writing whether he elects to resolve the dispute by arbitration or not. If the Tenant does not reply or expressly make any election within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to resolve the dispute by arbitration and neither party shall be bound to proceed to arbitration.

10. Additional Terms

Note: The printed terms prescribed in this form of Agreement cannot be deleted or varied. If the parties wish at any time to agree to or add on any other terms, they must be in writing, dated, inserted as Additional Terms below and initialed by the parties. If the space below is insufficient, the Additional Terms are to be written/printed in black ink on a separate sheet of paper which must be **pink** in color and in a font **not smaller** than the font of the above terms.

THIRD SCHEDULE — *continued*

The Additional Terms cannot conflict with, vary or otherwise limit the prescribed terms⁽¹²⁾ of this Agreement.

Signed by the Tenant(s) and the Estate Agent

Note: The parties are to initial every page of this Agreement including the Schedules and any attachments.

Signed by Tenant (1)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽⁴⁾:

Date:

Signed by Tenant (2)

*Through the interpretation of _____

Date:

Signed by interpreter _____

Interpreter's NRIC No.⁽⁴⁾:

Date:

Signed by *Salesperson for and on behalf of the Estate Agent/Estate Agent⁽¹⁾ ⁽¹³⁾

Name of *Salesperson /Estate Agent⁽¹⁾:

NRIC No.⁽⁴⁾:

Address:

*Salesperson Registration/Estate Agent Licence No.⁽¹⁾:

Telephone number:

Date:

Note: The Estate Agent must provide the original or a copy of this Agreement to the Tenant immediately upon signing.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 8

THIRD SCHEDULE — *continued*

SCHEDULE 1

EXPLANATORY NOTES

- (1) *means delete if not applicable. **All** deletions must be initialed by the Tenant.
- (2) To state which renewal e.g. 1st, 2nd or 3rd, etc.
- (3) This form of agreement is only applicable if all or part of the property to be leased comprises residential property in Singapore.
- (4) If there is no NRIC No., please write another number such as FIN, passport or company incorporation/registration No., as the case may be.
- (5) To insert full name of Estate Agent.
- (6) Landlord includes a potential Landlord.
- (7) In an exclusive appointment, the Tenant agrees not to appoint any other agent during the Validity Period. Should the Tenant lease the Property himself directly or through another agent, he would be liable to pay commission to the Estate Agent.
- (8) To state description of Property to be leased e.g. type, locality and price range. If there is more than one Property, the relevant descriptions may be recorded on a separate sheet and attached to this Agreement. Alternatively, a separate agreement may be used for each Property.
- (9) A lease includes a sublease and an agreement for lease or sublease, under whatever name.
- (10) The relevant period or number of months should be stated. The amount or rate of commission is negotiable between the Tenant and the Estate Agent. In the case of renewal of lease, whether further commission is payable and, if so, how much are also matters that are subject to negotiation.
- (11) The Code of Ethics and Professional Client Care prescribes the Estate Agent's and Salesperson's duty to disclose and avoid any potential or actual conflict of interest.
- (12) Where the parties have made any choice above, they may subsequently vary such choice in writing but such variation must be dated and initialed by the parties. The parties may also vary the non-prescribed Additional Terms but such variation must be in writing, dated and initialed by the parties.
- (13) If there is a Salesperson representing the Estate Agent in the proposed lease of the Property, the Salesperson shall sign and fill in his particulars. Otherwise, if the Estate Agent acting in the proposed lease of the Property is a natural person, he shall sign and fill in his particulars. If there is more than one such Salesperson or Estate Agent who is a natural person acting in the proposed lease of the Property, their name(s) and particular(s) shall also be written, if necessary, on a separate sheet and attached to this Agreement.

THIRD SCHEDULE — *continued*

SCHEDULE 2

DUTIES OF ESTATE AGENT

The Estate Agent shall:

- (a) search for and locate suitable properties in accordance with the Tenant's instructions for consideration or viewing by the Tenant.
- (b) provide reasonable assistance and advice to the Tenant throughout the process of leasing the Property.
- (c) represent the Tenant in negotiations with any prospective Landlord in accordance with his instructions.
- (d) promptly forward to the Tenant all offers, proposals or expressions of interest from potential Landlords or their agents.
- (e) advance the Tenant's interest unaffected by any interest of the Estate Agent, Salesperson or any other person.
- (f) assist the Tenant to enter into a binding lease with the Landlord and reasonably explain to the Tenant all relevant forms and documents. However, if the Estate Agent is in doubt on any matter, he shall state his doubt and advise the Tenant to seek advice from appropriate professionals.
- (g) comply with all reasonable instructions and requests of the Tenant in relation to the transaction.

Note: The following are also applicable in the case of HDB property

- (h) advise the Tenant on the eligibility of the Tenant to lease the HDB flat.
- (i) assist the Tenant of the HDB flat to submit such forms, documents and/or information as may be required by HDB.

Council for Estate Agencies, Singapore | Prescribed Estate Agency Agreement: Form 8

Made this 26th day of October 2010.

GREG SEOW FOOK HIN
President,
Council for Estate Agencies,
Singapore.

[ND 311/4-355; AG/LLRD/SL/95A/2010/1]