

PRIVATE SETTLEMENT AGREEMENT

15 March 2018

THE PARTIES

Cindy Yee Lin Lin ("Driver")		Ong Eng Chye ("Other Party")		Chye Seng Huat Motor- Spray Painting Service ("Workshop")	
NRIC Number	S7631186B	NRIC Number		UEN Number	26012300E
Address	Block 723 Yishun Street 71 #04-161 Singapore 760723	Address		Registered Address	1 Kaki Bukit Avenue 6 #01-44 Autobay @ Kaki Bukit Singapore 417883
Phone	+65 96916029	Phone	+65 97375070	Phone	+65 67447472
Vehicle Number Plate	SKT8676L	Vehicle Number Plate	GBF5133L		
Vehicle Model	BMW 528i	Vehicle Model	Toyota DYNA		

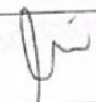
WHEREAS

- I. The Other Party has been in a vehicular accident with the Driver at Lentor Avenue before the ramp to SLE (CTE/TPE), with the approximate coordinates of 1.403470034, 103.827429 on the 14 March 2018 at 0919 ("Accident").
- II. As a result of the accident, the vehicle driven by the Driver, SKT8676L has been damaged ("Damaged Vehicle").
- III. The Driver is authorised to act on the behalf of the legal vehicle owner ("Owner"), of which the vehicle is the Damaged Vehicle.
- IV. Based on the forgoing, the Driver, Other Party and the Workshop ("Parties") are willing to enter into this private settlement agreement ("Agreement"), subject to the following

CLAUSES

1. **Conditions**
 - 1.1 The Parties agree that the Claimant shall ensure that the Damaged Vehicle is repaired under following clauses in this Agreement.
 - 1.2 The Damaged Vehicle shall be repaired at the Workshop.
 - 1.3 The repair cost of the Damaged Vehicle shall be borne by the Other Party or the Workshop.
 - 1.4 The Damaged Vehicle shall be brought back to a satisfactory condition, where there are no visible or operational damages from the Accident.
 - 1.5 The Damaged Vehicle shall be returned to the Driver or the Owner in a reasonable timeframe.
 - 1.6 The passenger side mirror shall be replaced with original parts from the Damaged Vehicle manufacturer on the Damaged Vehicle.

Private Settlement Agreement

Driver	Other Party	Workshop
		

Cindy Yee Lin Lin

AND IN WITNESS WHEREOF, the Parties and the Owner sign the Agreement, being entitled to sign in counterparts all and any of which shall be considered one and the same instrument.

Driver

Name: Cindy Yee Lin Lin
NRIC Number: S7631186B

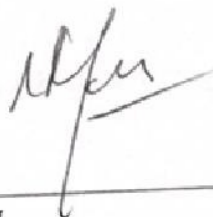
Other Party

Name: Ong Eng Chye
NRIC Number:

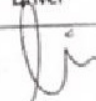
Workshop

Name:
Title:

Owner



Name: Yee Nee Hong
NRIC Number: S0806619A

Driver	Other Party	Workshop
		

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Annex E

NOTICE OF COMPLIANCE

This is to confirm that Ong Eng Chye hp: 97375070 NRIC/FIN No.:
S1493359Z has reported to the Police a non-injury traffic accident which occurred at
Lentor Avenue on 14/03/2018 at 0930 hrs involving the following vehicles:
GDF5133L & SKT8676 L.

2. If this accident was reported to the Police within 24 hours of its occurrence,
then he/she has complied with Sec 84(2) of the Road Traffic Act, Cap 276.


HOUGANG NPP
BLK 357 HOUGANG AVE 7
SINGAPORE 530357
TEL: 1800-2889999

Rank/Name of Issuing Officer: SGT Chua zi hua

Date: 14/03/2018

Time: 1919hrs

S/D Ref: 46

Police Post/Unit: HOUGANG NPP

Original – to be issued to informant
Duplicate – to be submitted to Traffic Police

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Version as of 15 Jan 2002

- 1.6 Should there be any loss of personal effects (CashCard, etc.) during the repair at the Workshop, the Workshop or the Other Party shall be held responsible and pay for compensation to the Driver or the Owner.

2. **Acknowledgement of Receipt of Damaged Vehicle**

- 2.1 The workshop shall acknowledge receipt of the Damaged Vehicle by putting his initials and/or his company stamp on this Agreement.
- 2.2 From the point the Damaged Vehicle has been handed over to the Workshop till the Driver or Owner acknowledges receipt of the Damaged Vehicle return, the vehicle shall be under the responsibility of the Workshop and the Other Party.

3. **Termination**

- 3.1 This Agreement may be terminated by the Driver or the Owner with one (1) day notice to the parties if the Driver or Owner wishes to dismiss the matter of the Accident and the aftermath.

4. **Miscellaneous**

- 3.1 A person who is not a party or the Owner in this Agreement shall have no right to enforce any of its terms. The Driver or the Owner shall be entitled to assign or subcontract this Agreement (in whole or in part) to any affiliate(s) of the Driver or the Client.
- 3.2 The Agreement contains the entire Agreement between the Parties, including the Owner, relating to the subject matter thereof and shall supersede any and all prior offers, proposals, agreements and undertakings, whether oral or in writing, express or implied.
- 3.3 Should any provision of the Agreement be declared void or non-enforceable, such declaration shall not affect the rest of this contract which shall be fully valid and enforceable, in this case, the Parties, including the Owner, shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision which preserves the original intention of the Parties, including the Owner.
- 3.4 All notices shall be sent in writing to the addresses set forth at the head of the Agreement or to such other addresses as either Party may notify to the other Party.

5. **Law and Jurisdiction**

- 5.1 The Agreement shall be governed by the applicable Laws of Singapore. Any dispute arising out of or in connection with the Agreement shall be settled by the Courts of Singapore.

Driver	Other Party	Workshop
