



**JTC Corporation**  
The JTC Summit  
8 Jurong Town Hall Road  
Singapore 609434

<b>Hotline</b>	1800 568 7000
<b>Main Line</b>	(65) 6560 0056
<b>Facsimile</b>	(65) 6565 5301

Draft Tenancy Offer

(with Attachment (Part 1) (Details), Attachment (Part 2) (Key Terms), Attachment (Part 3) (Special Terms and Conditions) and Attachment (Part 4) (Standard Terms and Conditions))

Our Ref:  
Allocation No:  
Case ID:

Date: \_\_\_\_\_

*[Note: Insert Successful Tenderer's Full Name and Address]*

Dear Sirs

**TENDER REFERENCE NO.: JTC/NEB/CPT/0924**

**OFFER FOR TENANCY OF JTC PREMISES AT <<ADDRESS>> ("PREMISES")**

1. With reference to our acceptance of your tender under the aforesaid Tender by way of the Tender Acceptance Letter (defined in paragraph 4 below), we hereby issue this letter pursuant to the Conditions of Tender (defined in paragraph 4 below).
2. This letter, together with –
  - (a) the Attachment;
  - (b) each document comprised in the Tender Packet (defined in paragraph 4 below), (which shall include all variations, amendments and modifications to each of them); and
  - (c) the Tender Acceptance Letter,(collectively, the "Offer", which definition will take precedence over the definition of "Offer" in Clause 1.1 of the Standard Terms) comprise the terms and conditions relating to the tenancy of the Premises for the Term (defined in Attachment (Part 1) Details).
3. The terms of your Tenancy are in the Attachment.
4. In the Offer –
  - (a) "Conditions of Tender" means the Conditions of Tender comprised in the Tender Packet, including (for clarity) all addenda and corrigenda announced or published by us;
  - (b) "Tender Packet" means the Tender Notice with our invitation to participate under the aforesaid Tender, and all documents and forms enclosed or forming part of it (including (for clarity) all addenda and corrigenda announced or published by us);
  - (c) "Tender Acceptance Letter" means our letter of award/acceptance of tender dated \_\_\_\_\_;



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- (d) “Concept Proposal” means the proposal attached to your Form of Tender submitted under the aforesaid Tender, including all subsequent clarifications and modifications, agreed by us.
5. As required under Condition 18 (Acceptance of Tender) of the Conditions of Tender, you must let us have the following by **<Insert date which is 21 days from (and including) the date of the Tender Acceptance Letter>** (“Expiry Date”):

	Action Required for Acceptance
(a)	<b>Prepare the Tender Acceptance Letter</b> (format enclosed).
(b)	<b>Complete, sign and return by post to us the duly completed and signed Tender Acceptance Letter</b> , and <b>all additional documents</b> which we have listed in <i>Attachment (Part 2)</i> (if any).
(c)	<b>Make full payment</b> of the required sums (see payment breakdown and method in the <i>Attachment (Part 1)</i> ).
(d)	It is compulsory for subsequent payments under the Tenancy to be paid by GIRO deduction. You are required to complete and return by post to us a <b>duly completed original GIRO authorisation form</b> (available for download on Customer Service Portal) by Expiry Date.

6. There will be no Tenancy between us if we do not receive by Expiry Date, or such other date as may be extended by us in writing -
- (a) your duly signed original Tender Acceptance Letter;
  - (b) full payment;
  - (c) your duly completed original GIRO authorisation form, or your written confirmation that all payments under the Tenancy are to be paid from your existing GIRO account with us; and
  - (d) all additional documents which we have listed in *Attachment (Part 2)* (if any).

In such event, all payments paid to us (including the Tender Deposit under the Conditions of Tender, the Security Deposit and all deposits) will be forfeited and belong to us and all our rights are reserved.



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7. Please login to JTC's Customer Service Portal with Singpass to access your future [monthly e-statements](#).
8. If you have any queries, you may contact Zhang Qian at 6883 3761 or [zhang\\_qian@jtc.gov.sg](mailto:zhang_qian@jtc.gov.sg)

Yours faithfully

(Signed)

**Zhang Qian**

**Manager**

**New Estates Business Development & Marketing Division**

**New Estates Division**

**Attachment:**

Part 1: Details  
Part 2: Key Terms  
Part 3: Special Terms  
- CoC Checklist

Part 4: Standard Terms

**Enclosed:**

Non-SES Format of Tender Acceptance Letter – Acceptance is by duly completed and signed original physical letter submitted to JTC

**PART 1 (Details)**

Premises		<b>Address to be inserted when this LOO is issued to the successful tenderer</b>
Term		<b>5 years from Tenancy Commencement Date</b> <i>[Note to successful tenderer: This is the “5-Year Initial Tenancy Term” referred to in the Conditions of Tender.]</i>
Tenancy Commencement Date		<b>4 months after the Possession Date</b>
Possession Date <i>(date the Premises will be handed to you)</i>		<b>This date is to be determined by us. Please see Conditions of Tender.</b>
Rent per month  <i>(For clarity, the amounts in these rows exclude GST. GST is payable by you.)</i>	Base Rent	<i>[Note to successful tenderer: This is the Tendered Monthly Base Rent in your Form of Tender]</i>
	Variable Rent	____ %* of Gross Turnover <i>[*Note to successful tenderer: This is the Tendered Variable Rent Percentage in your Form of Tender]</i>
Service Charge per month  <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i>		<b>0</b>
Usage Charge per month  <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i>		<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>
Other Charges per month  <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i>		<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>
Security Deposit Amount  <i>(equivalent to 3 months’ fixed recurring charges)</i>		<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>

Reinstatement Deposit Amount	0
Standard Rent-Free Period <i>(During the Standard Rent-Free Period, Rent and Service Charge are not payable.)</i>	<b>From Possession Date to the day immediately before the Tenancy Commencement Date (4 Months)</b>
Authorised Use	<i>[Note to successful tenderer: This will be inserted based on the allowable uses for each Parcel when the actual version is issued.]</i>
Estimated Area (" <u>Area</u> ")	<i>[Note to successful tenderer: This will be inserted based on the area for each Parcel when the actual version is issued.]</i>
*Maximum Floor Loading  <i>*(Note: You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.)</i>	<b>You must not exceed the maximum floor loading as approved by the Authorities, or (as the case may be) us, and must ensure that the permitted load is evenly distributed.</b>
Plan of Premises	<b>As attached</b>
Other Terms and Conditions	<b>See remaining Attachment</b>

Payment required for acceptance of Offer		
	Amount (\$)	GST at prevailing rate (\$)
Base Rent for one month		
Service Charge for one month		
Security Deposit		
Reinstatement Deposit		
Stamp Duty		
Sub-Total Payable (inclusive of GST at prevailing rate)		

<u>Less</u> Tender Deposit (paid)										
Total Amount Payable (inclusive of GST at prevailing rate)										
<p>The Total Amount Payable must be paid by bank transfer to our designated bank account, or any other method as indicated on our website at <a href="http://www.jtc.gov.sg">http://www.jtc.gov.sg</a>, details of which are as follows:-</p> <table border="1"><tr><td>Account Name</td><td>JTC Corporation</td></tr><tr><td>Bank Name</td><td>Oversea-Chinese Banking Corporation Limited</td></tr><tr><td>Bank Account Number</td><td>501104970001</td></tr><tr><td>SWIFT code</td><td>OCBCSGSG</td></tr></table> <p>Please quote your company's name in your payment and provide us with a copy of the payment advice for our verification. The amount payable should be in Singapore Dollars, exclusive of any bank charges and/or administrative fees which shall be paid by you.</p>			Account Name	JTC Corporation	Bank Name	Oversea-Chinese Banking Corporation Limited	Bank Account Number	501104970001	SWIFT code	OCBCSGSG
Account Name	JTC Corporation									
Bank Name	Oversea-Chinese Banking Corporation Limited									
Bank Account Number	501104970001									
SWIFT code	OCBCSGSG									

**PART 2 (Key Terms)**

*(The definitions in the Standard Terms apply to these Key Terms. The Standard Terms are at Attachment (Part 4) of the letter ("Letter") attaching these Key Terms. If there is any inconsistency, the conditions in Attachment (Part 1) attached to the Letter take precedence over these Key Terms, and these Key Terms take precedence over the Special Terms (at Attachment (Part 3)) of the Letter.)*

1. **"As is" basis**

The Premises are rented to you on an "as is" basis. You must not exceed the Maximum Floor Loading and must ensure that the permitted load is distributed so as not to cause damage to the floor and structural support.

2. **Operations Commencement Date**

You must commence business by the operations commencement date indicated below:

<a href="#">[Option 1 (for Space Products which are not under below Options 2 and 3)]</a> On Tenancy Commencement Date.
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3. **Authorised Use**

You must comply with the Authorised Use.

4. **Approvals**

You must obtain all necessary approvals required for your business operations at the Premises and keep them in force throughout the Tenancy.

5. **Option to Renew**

You have an Option to Renew for another 3 year(s) 0 months(s) 0 day(s) ("**Further Term**") in accordance with the relevant provisions in Attachment (Part 3) (Special Terms).

6. **Rent, Service Charge and other payments**

6.1 The Rent, Service Charge and all other charges (if any) payable by you are set out in Attachment (Part 1) (Details) of the letter attaching these Key Terms.

6.2 The Rent and Service Charge should be paid in advance without demand or deduction on the first day of each month of the Term. We are entitled, at any time and from time to time, to increase the Service Charge.

6.3 **Mode of Payment**

(a) You must pay to us the Rent, Service Charge, Usage Charge (if any), any other charges (if any) and GST, by GIRO from your designated bank account. The Rent, Service Charge, Usage Charge (if any) and any other charges (if any) exclude GST. GST is payable by you.

(b) If –

(b1) you do not have any GIRO arrangement for payment of the amounts due to us; or

(b2) at any time during the Tenancy, the GIRO payment is not effected, or the GIRO arrangement is discontinued for whatever reason (including in the event your designated bank account has any GIRO limit, or there are insufficient funds in your designated bank account),

you must immediately pay to us –

(b3) the amounts due to us by other electronic methods as indicated in our website at <http://www.jtc.gov.sg>; and

(b4) an administrative fee based on our then prevailing policies. Please refer to our website at <http://www.jtc.gov.sg> for the applicable fee.

7. **Fitting Out**

7.1 You may, as a licensee (on the same terms and conditions in the Tenancy), commence fitting out works ("**Fitting Out Works**") after the Possession Date. You must obtain our, and the Authorities', prior written consent before commencing any Fitting Out Works, and carry out and complete the Fitting Out Works in accordance with our requirements. The Tenancy Commencement Date remains unchanged even if the Fitting Out Works are completed after the Tenancy Commencement Date.

7.2 The phrase "**Fitting Out Works**" includes the CAPEX and other works in the Concept Proposal (defined in the letter attaching this Attachment).

- 7.3 Without affecting the generality of Clause 1.4 of the Standard Terms, if we give consent for the Fitting Out Works, we may impose such terms and conditions as we require, including requiring you to provide additional security deposit, the submission of a project schedule and progress reports as requested.
- 7.4 From time to time and at any time, JTC will conduct inspection(s) to verify if the Fitting-Out Works have been carried out in accordance with the Concept Proposal and the plans submitted by you.
8. **Security Deposit**  
The Security Deposit payable by you is set out in Attachment (Part 1) (Details), and must be maintained throughout the Term.
9. **Reinstatement Deposit**  
  
You must seek our consent if you wish to carry out any addition or alteration works at the Premises. A reinstatement deposit will be required for our consent which will be on such terms and conditions as we may impose.
10. **Early Termination by Written Notice**  
You may terminate the Tenancy by giving us not less than 3 months' prior written notice, or paying us 3 months' rent-in-lieu, without affecting any accrued rights or remedies of either party.
11. **Green Building Obligations**  
JTC is committed to environmental sustainability. We encourage you to adopt such measures as may be recommended by us for the Premises.
12. [Not Used.]
13. [Not Used.]
14. [Not Used.]
15. **Control Requirement**  
  
[\[Option 1: If the Tenant is a Private Company\]](#)
- 15.1 The Control Requirement must be complied with throughout the Tenancy, failing which it will be deemed to be a breach of Your Obligations. Our prior consent is required for any change to the Control Requirement.
- 15.2 For the purpose of this clause 15, "**Control Requirement**" means that the following persons, whether individually or in any combination, must directly own more than 50% of your issued shares:
- (a) [insert names & ID no. e.g. Mr A (Identification No. \_\_\_\_\_)]; and
- (b) [B Pte Ltd (UEN No. \_\_\_\_\_)] <<if applicable>>.
- [\[Option 2: If the Tenant is a Partnership, Limited Partnership or Limited Liability Partnership\]](#)
- 15.1 The Control Requirement must be complied with throughout the Tenancy, failing which it will be deemed to be a breach of Your Obligations. Our prior consent is required for any change to the Control Requirement.
- 15.2 For the purpose of this clause 15 –
- (a) "**Control Requirement**" means that the following persons, whether individually or in any combination, must directly own more than 50% of the Partnership Interests:
- (a1) [insert names & ID no. e.g. Mr A (Identification No. \_\_\_\_\_)]; and
- (a2) [B Pte Ltd (UEN No. \_\_\_\_\_)] <<if applicable>>.
- (b) "**Partnership Interests**" means the partnership interests in <<name of Tenant>>.



[Option 3: If the Tenant is a Sole Proprietorship]

15.1 Throughout the Tenancy, you must remain as the sole proprietor of <<name of Tenant's business>>.

[Option 4: If the Tenant has any portion of its shares traded on a public stock exchange]

15.1 If your shares are no longer publicly traded on a stock exchange ("**Conversion Event**"), you must notify us in writing and provide to us a group structure chart and any other information or document relating to the Conversion Event (each in such form and substance as may be required by us, or such further information or document as we may require) within 14 days from the effective date of the Conversion Event.

15.2 If a Conversion Event occurs, you agree that we may impose additional terms and conditions and as determined by us in our absolute discretion.

16. [Not Used.]

17. **Guidelines**

The following guidelines (which are subject to change from time to time) are applicable to you and can be found at <http://www.jtc.gov.sg>:

- ☐ Schedule of Statutory Controls for Flatted, Ramp-up and Stack-up Factory Customers
- ☐ Schedule of Statutory Controls for Land, Standard Factory and Workshop
- ☐ Guidelines on Environmental Baseline Study (where applicable)
- ☐ Tenant's Guide Book (at your respective Estate's homepage) (where applicable)

## **PART 3**

### **Special Terms (Retail)**

## **PART A**

For compliance with the Code of Conduct for Leasing of Retail Premises in Singapore ("CoC") and the Lease Agreements for Retail Premises Act 2023

### **Attachment:**     *CoC Checklist*

#### **A1.     Point-of-Sales System**

- (a) Based on our prevailing policy, you are required to subscribe to our point-of-sales system ("JTC POS System").
- (b) You must ensure that all transactions conducted at the Premises are recorded and completed solely through the JTC POS System.
- (c) You must submit a duly completed JTC POS System Connection Form (which we will forward to you) before the Tenancy Commencement Date, or such other date as may be required by us.
- (d) To enable you to share your sales data with us, you must purchase a point-of-sales ("POS") system which is compatible for integration with the JTC POS system, at your own cost and expense. The costs and expenses for the ad-hoc POS integration (including software) of your POS system with the JTC POS System must be borne by you and us on a 50:50 cost sharing basis.

#### **A2.     Sales Audit Fee**

- (a) If your POS system is integrated to the JTC POS System:
  - (i) You must submit to us an annual audited sales report. The costs of such annual audited sales report shall be shared by you and us on a 50:50 basis.
  - (ii) In place of an annual audited sales report submission, you are allowed to provide an upfront monthly undertaking by your director or Certified Public Accountant (CPA) on the accuracy of sales submission concurrently with your monthly sales submission together with an annual statutory declaration by your director.
- (b) If your POS system is not integrated to the JTC POS System, you must comply with our requirements for sales verification as set out in the Tenancy. If we require for an annual sales audit to be conducted and submission of an annual audited sales report, you must bear the full costs of such annual sales audit.

#### **A3.     Service Charge, Advertising and Promotion (A&P) Charges**

- (a) For the purposes of this clause, the term "overall gross rent" shall mean the Rent, Service Charge, and A&P charge (if any).
- (b) Notwithstanding clause 6 of the Key Terms (*Rent, Service Charge and other payments*) and clause 4.2(b) of the Standard Terms (*Payments*), if there is any increase in the Service Charge during the Tenancy, the A&P charge (if any) will be adjusted such that the overall gross rent payable by you during the Tenancy after such adjustment in the Service Charge and the A&P charge (if any) does not increase.

#### **A4.     Pre-Termination due to our Redevelopment Works**

[Not Used.]

A5. **Pre-Termination by You**

See clause 10 of the Key Terms (*Early Termination by Written Notice*).

A6. **Replacement of Clause 4.3(f) of the Standard Terms**

The existing Clause 4.3(f) of the Standard Terms (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

Existing Clause 4.3(f) of the Standard Terms	New Clause 4.3(f) of the Standard Terms
<i>“(f) In the Tenancy, the term “<b>Security Deposit Amount</b>” refers to an amount equivalent to the total of 6 months’ fixed recurring charges, unless we agree to a lower amount.”</i>	<i>“(f) In the Tenancy, the term “<b>Security Deposit Amount</b>” refers to an amount equivalent to the total of 3 months’ fixed recurring charges, unless we agree to a lower amount.”</i>

A7. **Building Maintenance**

(a) We will maintain the Building (insofar as we own the Building).

(b) We are responsible for any loss or damage suffered by you due to gross negligence or wilful default on our part to maintain the Building where the Premises are located as provided in sub-paragraph (a) above.

A8. **Dispute Resolution**

In the event of any non-compliance by us or you with this Part A, either party may refer the matter to the Fair Tenancy Industry Committee (FTIC), in accordance with the CoC.

A9. **Floor Area**

[Not Used.]

**PART B**

**B1. Submission of Gross Turnover**

- (a) You must permit workmen, agents or contractor access to the Premises for the purpose of installing or maintaining the JTC POS System.
- (b) At the end of each trading day, you must submit the daily Gross Turnover (defined below) figure to us upon installation of the JTC POS System.
- (c) The "Gross Turnover" in any month or any part of a month shall mean the aggregate of all amounts invoiced, charged, received or receivable:
  - (i) for all goods/services sold or performed, delivered, leased, hired or otherwise disposed of;
  - (ii) from all business of any nature whatsoever conducted, including sales from the common areas and / or pushcarts (if any), mail order sales, telephone sales, online sales or sales otherwise done electronically, and sales for which home and office delivery service.
- (d) The Gross Turnover shall not include:
  - (i) all amounts received or receivable by you attributable to taxes, from sale of gift certificates or unexpended value tokens, and from transactions that are performed purely as an amenity and whose sums are fully "out of pocket" in nature;
  - (ii) any discounts and trade-ins;
  - (iii) cash refund/credit/discounts for returned/defective/unsatisfactory goods or services, and the amount does not exceed the sale price of the goods returned or the charges for the services rendered which were included in the Gross Turnover previously;
  - (iv) the value of goods transferred from the Premises to other premises that is not for the purpose of fulfilling an order or consummating a sale originated/received/accepted at or from the Premises and returned to shippers, wholesalers and manufacturers; and
  - (v) interest charges and credit account service charges.
- (e) You acknowledge that the JTC POS System used at the Building is not owned by us and agree not to hold us liable or responsible in the event of a system failure resulting in data not being captured and other consequential loss, damage or expense to you.

**B2. Additional Conditions**

In addition to but without prejudice to the generality of the Standard Terms:

- (a) With regard to your operations at the Premises, you must open for business from 10.30am to 10.30pm except on public holidays, subject to changes as may be determined by us from time to time. You must request for prior written approval before changing the operating hours.
- (b) You must operate the Premises in accordance with the Authorised Use and Concept Proposal unless otherwise approved by us in writing. You must submit for our written approval an annual programming plan before the end of each calendar year, for the year ahead.
- (c) You agree to participate in any future programs and/or marketing campaigns set up by us and/or our partners or stakeholders for consumers and visitors to the Premises at mutually agreed terms.
- (d) You agree to ensure that all publicity materials in relation to your business are published under the name of your business and that such publicity materials do not specify or imply in any way that we are a partner and/or supporter of your programmes or services unless prior written approval has been obtained for the programme or service in question.
- (e) (i) You must not exceed the electrical design load for the Premises or as advised by SP PowerGrid Ltd / Power Grid Ltd.  
  
(ii) If you require a higher electrical design load, you must first apply to us, the relevant Authorities and (as the case may be) SP PowerGrid Ltd / Power Grid Ltd for approval and bear all costs in connection with such application and the supply of the higher load.
- (f) You must carry out all plumbing required for additional water supply, including the installation of water meters, and obtain our, and the relevant Authorities', approval before commencing any of the aforesaid works.
- (g) In addition to your obligations under the Standard Terms, you must keep and maintain the Premises in a clean, proper and sanitary condition including the following:
  - (i) to maintain and preserve the cleanliness of and not to cause or allow any obstruction of the common areas as instructed by us verbally or in writing or by Our Authorised Person; and
  - (ii) to keep all waste and refuse produced at the Premises out of sight of the public.
- (h) You must ensure that the Premises are kept in a neat and presentable manner acceptable to us at all times.
- (i) You must use, manage and maintain the Premises in good faith and in a reputable and professional manner.
- (j) You must not install any television antenna on the Premises without first obtaining the consent in writing from us.
- (k) You must make good to our satisfaction any damage caused to the turfed area, footpaths, drains or other parts of the Estate caused by any vehicle belonging to you or Your Authorised Person used in the movement of goods, chattels or persons to or from the Premises.
- (l) Upon your acceptance of the Offer, you must proceed expeditiously to:
  - (i) engage a registered electrical consultant or competent contractor for all electrical works and apply to SP Services Ltd to open a new account for electricity connection.
  - (ii) apply to SP Services Ltd to open a new account for water supply.

- (iii) apply to the licensed telecommunication service providers.
- (iv) apply to the licensed waste collector.
- (m) In respect of the Control of Vectors and Pesticides Act 1998 ("CVPA") and the Environmental Public Health Act 1987 ("EPHA") –
  - (i) You must not create any condition favourable to the propagation or harbouring of vectors (as defined in the CVPA).
  - (ii) You must at all times maintain the cleanliness and good hygiene of the Premises (by methods such as but not limited to conducting regular checks, inspections and cleaning of the Premises, and keeping the Premises free of litter) so as to ensure that the Premises and any part thereof is incapable of water stagnation or of giving rise to vector breeding. Should you discover vector breeding or any threat posed to public health arising in any way from the Premises, regardless of the extent of such breeding or threat, you must forthwith at your cost do all that is necessary (which include fogging) to eradicate such breeding or threat and you must forthwith notify us of the same.
  - (iii) Without affecting the above, you must destroy all vector breedings found during your regular inspections and remove or treat with insecticide or treat by fogging all potential breeding habitats. All vector breedings and potential breeding habitats found by you must be forthwith reported by you to us or our agent.
  - (iv) Upon notification from us or our agent, or the Authorities, of any breach of the CVPA or the EPHA, or of vector breeding, or of any threat posed to public health arising in any way from the Premises, you must forthwith at your cost do all that is necessary to rectify such breach or eradicate the relevant breeding or threat, and you must forthwith notify us of the same.
  - (v) You shall at your own cost engage a certified pest control specialist to scan and treat the Premises for termites once every six months during the Term (including any extended/renewed periods), and following such scan/treatment submit such specialist's official report to us within two weeks of the date of the scan/treatment, as the case may be.
- (n) You agree undertake full responsibility for the employment, supervision and good conduct of such persons as are employed by you on the Premises in connection with or for the purpose of your business and to ensure that efficient and courteous service is provided at the Premises.
- (o) You agree to take measures to ensure that all persons employed by the Tenant are free from any infectious diseases and to take all steps or measures which is deemed appropriate or necessary by us and/or government authorities to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act 1976, or under any other prevailing law or any guideline, rule or requirement of the relevant authorities from time to time for the purpose of taking any protective measure, treatment, prevention or other dealings in relation to an infectious disease.
- (p) You must carry on your business and conduct all customer sales transactions at the Premises in a manner befitting the image and reputation of a lifestyle destination spot and best endeavours to promptly and amicably resolve any complaint from or dispute with your customers so as not to cause disrepute to you, us or the Estate and in this connection to use best endeavours to adopt and implement any recommendations which we may make to you for the purpose of resolving any such complaints or disputes.
- (q) You must conduct your business at the Premises under the registered company name specified in the Tenancy or such business or trade name as shall have received our prior written consent.

- (r) You must not allow any sale by auction to be held at the Premises and the following non-exhaustive list of uses are strictly prohibited:
  - (i) any dangerous, noisy, noxious or offensive trade or business;
  - (ii) any trade or business which may be or become a nuisance or hazard to other tenants and users; and
  - (iii) any illegal or immoral act or purpose.
- (s) You must not practise undesirable or inappropriate business methods whether as regards advertising, selling or otherwise which in our opinion would affect our reputation and/or the Estate or would confuse, mislead or deceive the public.
- (t) Should there be any change to the Authorised Use or the zoning of the Premises, as a result of or arising in any way from your use or intended use of the Premises:
  - (i) you are liable for all cost, expense, fine, charge, penalty, claim as may be imposed by any of the Authorities upon us and/or you, and/or any loss suffered or incurred by us or you;
  - (ii) where we are required to make upfront payment in connection with your proposed change of use, you must immediately upon notification by us reimburse us for the full amount so paid by us.
- (u) [Not Used.]
- (v) We reserve the right to conduct a final inspection of all installations before any operations in the Premises are commenced, and you must enable us to do so.
- (w) **Further Term**
  - If –
    - i. at least 6 months (and not more than 9 months) before the expiry of the Term, we receive your written request for a further term of tenancy for the whole (and not part) of the Premises for the duration of 5 years ("**Further Term**"); and
    - ii. at the time of your aforesaid request and at the expiry of the Term –
      - (b1) there is no breach of Your Obligations; and
      - (b2) (for clarity) the tenancy relating to the Term has not been terminated,
  - we may grant you a tenancy for the whole of the Premises for the Further Term on the following conditions:
    - iii. the Further Term shall commence immediately after the expiry of the Term;
    - iv. the rent payable shall be determined in the manner as set out in paragraph B2(3) below; and
    - v. the tenancy for the Further Term shall be on the same terms and conditions as the tenancy for the Term except for the duration, rent, service charge and security deposit, and there is no provision for renewal of tenancy.

(x) **Rent payable during Further Term (if granted)**

The rent payable by you during the **Further Term** (if granted) shall be determined by us at our sole discretion with reference to prevailing market conditions.

- (y) You must refrain from any noise-generating activities after 10.30pm daily. In addition, you must undertake appropriate noise mitigating measures, including soundproofing of the Premises, so as to reduce (to our satisfaction) any noise-related dis-amenities arising from the operations of Premises. You are solely responsible and must promptly attend to and resolve any complaints and feedback in connection with your operation of the Premises.

**B3. Replacement of Clause 4.11 of the Standard Terms**

The existing Clause 4.11 of the Standard Terms (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

<b>Existing Clause 4.11 of the Standard Terms:</b>	<b>New Clause 4.11 of the Standard Terms:</b>
<p><i>"4.11 You agree to:</i></p> <p class="list-item-l1">(a) <i>insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;</i></p> <p class="list-item-l1">(b) <i>not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and</i></p> <p class="list-item-l1">(c) <i>produce to us on demand the insurance policy and receipts of premium payment.</i></p>	<p><i>"4.11 You agree to:</i></p> <p class="list-item-l1">(a) <i>insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;</i></p> <p class="list-item-l1">(b) <i>not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and</i></p> <p class="list-item-l1">(c) <i>produce to us on demand the insurance policy and receipts of premium payment.</i></p> <p class="list-item-l1">(d) <i>Without prejudice to the generality of Clause 4.11(a), (b) and (c) above, You agree:</i></p> <p class="list-item-l2">(d1) <i>that before You start any fitting out works, you must procure a comprehensive construction or erection all risk insurance policy for the Term;</i></p> <p class="list-item-l2">(d2) <i>to procure a Public Liability Insurance Policy coverage against any third-party liability in your and our joint names with a limit of</i></p>



	<p>indemnity of not less than SGD \$0.5million for each and every occurrence and/or series of occurrences arising out of one event and unlimited for the period. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses;</p> <p>(d3)(1)to procure a Fire &amp; Extraneous Perils Policy coverage for your personal property with a limit of indemnity of not less than SGD \$1 million for each and every occurrence and/or series of occurrences arising out of one event and unlimited for the period. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses; and</p> <p>(d3)(2)to procure a Fire &amp; Extraneous Perils Policy coverage for the Building in your and our joint names with a limit of indemnity of not less than SGD \$[insert property value- pending inputs from VLD]. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses; and"</p> <p>(d4) produce to us the insurance policy and receipts of premium payment on demand.</p> <p>(e) Nothing herein shall render us liable for the correctness or adequacy of all of the above insurance policies or for ensuring that they comply with all relevant legislation pertaining to insurance.</p> <p>(f) If You fail refuse or neglect to take up all or any of the aforesaid insurance policies, we shall have the option to, but shall not be obliged to, take out such insurance policies on your behalf and pay for the insurance premium for the policies. The premium so paid by us shall be</p>
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	<i>a debt due and owing from You to us and we may at our absolute discretion deduct such premium paid from the Security Deposit and/or claim the amount as unpaid Rent payable by You to us."</i>
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**B4. Replacement of Clause 5.1 of the Standard Terms**

The existing Clause 5.1 of the Standard Terms (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

<b>Existing Clause 5.1 of the Standard Terms:</b>	<b>New Clause 5.1 of the Standard Terms:</b>
<i>"5.1 You agree to comply with: (a) the Law relating to Your Obligations and anything done at the Premises or the Estate; (b) all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings). Some of these requirements are in the Schedule of Statutory Controls made available to you concurrently with the Offer; and (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate."</i>	<i>5.1 You agree to comply with: (a) the Law relating to Your Obligations and anything done at the Premises or the Estate; (b) all requirements of the Authorities; and (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate.</i>

**B5. Replacement of Clause 4.8(a) of the Standard Terms**

The existing Clause 4.8(a) of the Standard Terms (reproduced in the left column of the following table) is replaced by the clauses appearing in the right column:

<b>Existing Clause 4.8(a) of the Standard Terms:</b>	<b>New Clause 4.8(a) of the Standard Terms:</b>
<i>(a) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;</i>	<i>(a) without our written consent, sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;</i>

**B6. Tenant's Concept Proposal**

- i. You must comply with the proposals set out by you in the Concept Proposal Enclosure attached to your Form of Tender, unless otherwise expressly agreed in writing by us.
- ii. A copy of the Concept Proposal submitted by you as part of your Form of Tender is attached.

B7. You must comply with all rules, notices, regulations and stipulations which may, from time to time, be made by us in respect of the Premises.

B8. [Note to successful tenderer: Additional conditions may be inserted or amendments to existing conditions may be made when the actual version is issued, depending on the successful tenderer's proposal in its Form of Tender.]

B9. **Conditions of Tender**

For clarity, the following Conditions in the Conditions of Tender continue to apply at all times during the Tenancy:

- i. Condition 5 (Knowledge of Contents)
- ii. Condition 7 (Use of the Premises)
- iii. Condition 20 (Possession of the Premises)
- iv. Condition 22 (Default and Remedies)
- v. Condition 23 (Debarment)
- vi. Condition 28 (No Merger)

**PART 4**

**Standard Terms and Conditions**  
**(Space)**

**1 Definitions and Interpretation**

1.1 In the Tenancy, the words and phrases below have the following meanings, unless the context requires otherwise:

**"Authorities"** - All relevant government and statutory authorities;

**"Building"** - The building (including all common areas, other premises and our fixtures and fittings) in which the Premises are located, and includes any part thereof;

**"Car-Park"** - All parking lots, roads, ramps and loading bays within the Estate, including any electronic or other parking systems;

**"Estate"** - The estate in which the Building is located, (including the Car-Park, all structures and all Utility Facilities whether located above or below ground) and any part of it;

**"Event of Insolvency"** - Includes your inability to pay debts, the presentation of a bankruptcy application against you, your entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal by you to creditors for composition in satisfaction of debts or a scheme of arrangement, or the appointment of a receiver, trustee or liquidator in respect of your property;

**"Law"** - All laws, statutes, legislation, by-laws, rules, orders, regulations, directions, orders, notices and requirements of the Authorities currently in force or which may be in force in future;

**"Loss"** - All actions, claims, summonses, judgements, orders, charges, demands, losses, damages, injuries, death, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and howsoever caused. For clarity, "Loss" includes loss of rent and service charge during the period required by us to carry out and complete the works to make good your default, including your default in reinstating the Premises to the standard required under the Tenancy;

**"Maximum Electricity Load"** - The maximum electricity load permitted by the Authorities or us;

**"Offer"** - our offer for the Tenancy of the Premises, which includes the attachments referred to in our offer;

**"Our Authorised Person"** - Each of our employees and authorised representatives;

**"Premises"** - As defined in the Tenancy, and includes any part of it. If there is more than one unit comprised in the "Premises", then the term "Premises" refers to each of the units comprised in the Building, including any part of each such unit. "Premises" also includes all our fixtures and fittings therein;

**"Refurbishment Works"** - As defined in Clause 3.2(d) of these Standard Terms;

**"Security Deposit"** - As defined in the Tenancy. If there are 2 or more Security Deposit amounts stated in the Offer, the term "Security Deposit" shall refer to the total of such amounts;

**"Security Deposit Amount"** - As defined in Clause 4.3(f) of these Standard Terms;

**"Service Charge"** - As defined in the Tenancy, and includes the Service Charge as revised by us;

**"Special Terms"** - The Special Terms and Conditions attached to the Offer;

**"Standard Terms"** - These Standard Terms and Conditions;

**"Take-Over Item"** - As defined in Clause 4.10 of these Standard Terms;

**"Tenancy"** - Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice versa;

**"Usage Charge"** - As defined in the Tenancy, and includes all charges for additional services and facilities referred to in Clause 4.5(a) of these Standard Terms and Usage Charges as revised by us;

**"Utility Facilities"** - The term includes sewers, drains, pipes, channels, wires, cables, ducts and other conduits above and below ground level, and the term "fittings" includes Utility Facilities;

**"We", "our" or "us"** - Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act 1968, its successors-in-title, and assigns;

**"Works"** - works as stipulated by us in the Offer.

**"You" or "your"** - The person to whom the Offer is issued, and includes his personal representatives, successors-in-title, and permitted assigns (if any);

**"Your Authorised Person"** - Each of your employees, agents, independent contractors, occupiers, visitors and all others under your control;

**"Your Items"** - Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control including each Take-Over Item; and

**"Your Obligations"** - The terms, conditions, obligations and undertakings to be complied with by you under the Tenancy, including all conditions imposed by us in any consent or approval.

- 1.2 Other capitalized terms are defined in these Standard Terms, the Special Terms or the Offer (including, for clarity, the other attachments referred to in the Offer).
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms and vice versa. Headings are for ease of reference only.
- 1.4 When our consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by us, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act 1886 will not apply.
- 1.5 Reference to a specific statute includes all its rules and regulations and all changes made to it from time to time.
- 1.6 Reference to "include" or "including" is to be construed as "include (without limitation)" or "including (without limitation)".
- 1.7 All Your Obligations are binding on all of you jointly and severally. You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. If you are required to comply with any provision of the Tenancy, then you must ensure and procure that Your Authorised Person complies with such provision.
- 1.8 No exercise of any one right or remedy under the Tenancy, at Law or in equity, (unless otherwise provided in the Tenancy, at Law or in equity) will prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Premises, we and Our Authorised Person are entitled to bring workmen and equipment onto the Premises.
- 1.9 If there is any inconsistency between the Special Terms and these Standard Terms, the Special Terms take precedence over these Standard Terms.

## **2 Our Obligations**

- 2.1 If you comply with all Your Obligations, you may have quiet enjoyment of the Premises during the Term without any interruption from us, except as provided in the Tenancy.

## **3 Easements and Reservations**

- 3.1 During the Tenancy, you are entitled to the following if you comply with all Your Obligations:
- (a) right to use the common corridors, toilets, stairs and lifts in the Building and the Estate in common with all persons authorised by us; and
  - (b) right to use the Utility Facilities located within the Building and the Estate for running of water, electricity, gas and telecommunications facilities to and from the Premises.
- 3.2 We and persons authorised by us also enjoy the rights listed in Clause 3.1 and the following:
- (a) right to use the Utility Facilities located within the Premises, Building and the Estate for running of water, electricity, gas and telecommunication and to lay, install, make connections with, maintain, repair, renew, restore, alter or remove them for the purpose of or in connection with these rights;
  - (b) all other easements and ancillary rights as set out or implied in the Land Titles Act 1993;
  - (c) right of support and protection for the benefit of all other parts of the Building and the Estate; and
  - (d) right to redevelop, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or the Estate, as we require, even if your right of access to light or air to the Premises or any other easements, may be affected, whether temporarily or otherwise ("**Refurbishment Works**").

## **4 Your Obligations**

### **Condition of Premises**

- 4.1 You agree to accept the Premises on an "as is" basis, including all defects (latent, inherent or otherwise), and be deemed to have full notice and knowledge of the state and condition of the Premises.

### **Payments**

- 4.2
- (a) You agree to pay to us, the Rent, Service Charge, Usage Charge, Goods and Services Tax ("**GST**") at the prevailing rate, and all other sums due, in full and without any demand or deduction.
  - (b) We are entitled by notice, at any time, to revise the Service Charge, Usage Charge and other charges (if any). Such revisions will apply to you with effect from the date stated in the notice. If the Service Charge is increased, you will immediately top-up the Security Deposit held by us, such that the Security Deposit is maintained at the revised Security Deposit Amount throughout the Term.
- 4.3
- (a) You agree to pay to us, a Security Deposit for the Security Deposit Amount, and maintain it at the Security Deposit Amount throughout the Term, as security for the performance of Your Obligations, and against any damage caused to any of our property by you or Your Authorised Person.
  - (b) We are entitled (but not obliged) to deduct from the Security Deposit, or (if the Security Deposit is in the form of a guarantee acceptable to us) make claims on such guarantee, for payment of unpaid sums or making good any Loss sustained by us in relation to any breach of Your Obligations. If the Security Deposit is insufficient, we are entitled to claim the difference from you.

- (c) You agree to pay to us on demand, a sum equal to the amount deducted, or claimed, by us under sub-Clause (b) above, such that the Security Deposit is maintained at the Security Deposit Amount throughout the Term.
  - (d) The Security Deposit (less deductions authorised under the Tenancy or Law) will be refunded to you (without interest) after the end of the Term.
  - (e) [Not Used.]
  - (f) In the Tenancy, the term “**Security Deposit Amount**” refers to an amount equivalent to the total of 6 months’ fixed recurring charges, unless we agree to a lower amount.
- 4.4
- (a) You agree to pay to us a Reinstatement Deposit in accordance with the Offer.
  - (b) We are entitled (but not obliged) to utilise and deduct the Reinstatement Deposit (or part thereof), or (if the Reinstatement Deposit is in the form of a guarantee acceptable to us) make claims on such guarantee, for payment of such sums deemed necessary by us to reinstate the Premises in accordance with Your Obligations on reinstatement. If the Reinstatement Deposit is insufficient, we are entitled to claim the difference from you (including making a deduction from the Security Deposit).
  - (c) The Reinstatement Deposit (less authorised deductions under the Tenancy or Law) will be returned to you (without interest) after the end of the Term.
- 4.5 You agree to pay to us the following:
- (a) charges for all additional services and facilities provided by us including air-conditioning at the Premises outside the hours, or exceeding the number of hours stipulated by us, emergency power supply and connection charges and additional power supply in excess of the stipulated usage;
  - (b) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us;
  - (c) if you withdraw from the Tenancy before the Tenancy Commencement Date, a sum equal to the prevailing market rent payable from the Possession Date up to the date the obligations under Clause 7 are satisfied, without affecting our rights and remedies under the Tenancy or at Law;
  - (d) if the Tenancy is for 3 years or less, any increase in property tax imposed by the Authorities due to any increase in the annual value or the applicable rate of property tax, in the proportion attributable to the Premises as determined by us; and
  - (e) legal fees, stamp duty and disbursements incurred in preparation of the Tenancy documents, and the legal fees relating to enforcement of Your Obligations on a full indemnity basis.
- 4.6 Where the Term is for more than 3 years, you will pay to the Authorities the property tax imposed by the Authorities in respect of the Premises.

**Maintenance and Occupation**

- 4.7 You agree to:
- (a) maintain and keep the Premises, and all items serving the Premises as stipulated by us from time to time, in good and tenable repair and condition (fair wear and tear excepted);
  - (b) remove, within or outside your Premises, all such items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Tenancy, as required by us or the Authorities;
  - (c) contain and dispose of all waste, including pollutants and contaminants in accordance with our requirements.
- 4.8 You agree not to:
- (a) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;
  - (b) do anything within the Premises or the Estate which in our view may be or may become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any neighbouring premises;
  - (c) exceed the Maximum Floor Loading and ensure that the permitted load is evenly distributed;
  - (d) do anything which affects the structure or safety of the Building or which may delay or prevent the issuance of the Certificate of Statutory Completion;
  - (e) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Premises, Building or Estate;
  - (f) install or use any item that may cause heavy power surge, high frequency voltage or current, noise, vibration or any electrical or mechanical interference or disturbance which may disrupt any communication, electronic or similar system or any operations within the Estate;
  - (g) use the Car-Park (if any) within the Premises to store goods, equipment or containers;
  - (h) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
  - (i) keep any animal at the Premises;

- (j) tap or use any utilities from any source/supply that is not arranged and paid by you;
  - (k) permit any person to sleep or reside in the Premises, temporarily or otherwise;
  - (l) use the name of the Building or the Estate, as part of your trade or business name;
  - (m) use or occupy the Premises for any purpose other than for the Authorised Use;
  - (n) use the Premises for any illegal or immoral purpose;
  - (o) without our prior consent –
    - (o1) carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings at the Premises, including the internal partitioning, the external appearance of the Premises, doors, windows, grilles and walls;
    - (o2) display any sign on the exterior of the Premises except for your name in such place and manner approved by us;
    - (o3) bring into the Premises, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
    - (o4) make any application for conversion under Part IV of the Limited Liability Partnerships Act 2005; and
    - (o5) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act 1967 which may cause the Premises, or Tenancy, to be transferred to or vested in any amalgamated entity.
- 4.9 You agree to immediately inform us if there is any damage to the Premises, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and to restore the damage to our satisfaction, within the time stipulated by us.
- 4.10 If you took over the fixtures, fittings, additions and alterations installed by another person (each a **“Take-Over Item”**), you must comply with our requirements and obtain the Authorities’ approvals for each Take-Over Item. If the Authorities’ approval is not obtained for such Take-Over Item, you must remove the Take-Over Item, within the time stipulated by us.
- 4.11 You agree to:
- (a) insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;
  - (b) not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and
  - (c) produce to us on demand the insurance policy and receipts of premium payment.
- 4.12
- (a) If the Premises are damaged/destroyed by fire, act of God or other cause beyond both parties’ control so as to render the Premises unfit for occupation or use, the Rent, Service Charge and Usage Charge or a fair and just proportion of these sums shall be suspended until the Premises are rendered fit for occupation and use.
  - (b) If the Premises continue to be unfit for occupation or use for more than 90 days after the first day of damage/destruction, then either party may, after the 90-day period, give to the other party a written notice to terminate the Tenancy within 1 month from the date of such notice, without affecting any accrued rights or remedies of either party.
  - (c) For clarity, this Clause does not apply to you if the damage/destruction is caused, directly or indirectly, by you or Your Authorised Person.

## **5 Compliance with Law and Regulations**

- 5.1 You agree to comply with:
- (a) the Law relating to Your Obligations and anything done at the Premises or the Estate;
  - (b) all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space i.e. URA’s “60/40 Rule”). Some of these requirements are in the Schedule of Statutory Controls referred to in the Offer; and
  - (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate.

## **6 Access to Premises**

- 6.1 You agree to permit us and Our Authorised Person to enter the Premises at reasonable times (and at any time during emergencies) to:
- (a) inspect the state of the Premises and the Building, and take inventory of Your Items;
  - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit;
  - (c) verify compliance with Your Obligations; and
  - (d) exercise any other rights granted to us under the Tenancy.

Further, in the event we and our Authorised Person, by written notice, request to enter the Premises for the purposes of investigating unauthorised subletting or any other unlawful activities, you must permit us entry immediately or upon such date and time requested by us.

- 6.2 You agree to permit our prospective tenants to enter and view the Premises, by prior appointment and at reasonable times, during the last 6 months of the Tenancy.

## **7 Expiry of Term and Reinstatement**

- 7.1 At the end of the Term, by expiry or otherwise (including withdrawal from the Tenancy (under Clause 4.5(c) of these Standard Terms) and termination (under Clause 4.12 of these Standard Terms)), you agree to:
- (a) deliver up the Premises to us in good and tenantable repair and condition;
  - (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, each Take-Over Item, make good all damage due to such removal, and reinstate the Premises to our requirements (including completing the Works (if any) stipulated in the Offer); and
  - (c) if required by us, to carry out decontamination works, and to paint the Premises.
- 7.2
- (a) If you leave behind any item or any rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit.
  - (b) It is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith (which is presumed unless the contrary is proven).
  - (c) The proceeds will be used to offset all Loss incurred by us (including loss of rent and service charge) for the period during which the item is not removed from the Premises. Any balance proceeds will be returned to you upon our receipt of your written request.
- 7.3
- (a) If you fail to deliver vacant possession of the Premises at the end of the Term, you will be deemed to be holding over.
  - (b) Without affecting any of our rights or remedies, you must then pay to us, for the period of holding over, double the amount of Rent or double the prevailing market rent (whichever is higher), Service Charge and Usage Charge. There will be no renewal of the Tenancy by operation of law or pursuant to the provisions of the Tenancy.
  - (c) During the holding over period, all other terms of the Tenancy remain in effect.
  - (d) This Clause will not be construed as our consent for you to hold over for whatever reason.

## **8 Breaches and Re-entry**

- 8.1
- (a) In the event of a breach of any of Your Obligations, you must immediately make good your default at your own cost and expense.
  - (b) If you fail to do so, without affecting any of our other rights or remedies, we are entitled (but not obliged) to carry out any works we consider necessary to make good your default.
  - (c) You must pay to us, on demand, the cost of such works.

The enforcement of our rights under this Clause will not affect or diminish our rights elsewhere in the Tenancy.

- 8.2 We are entitled to re-enter the Premises (or any part of the Premises in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Premises, and the Tenancy will immediately determine, if:

- (a) the Rent, Service Charge, Usage Charge, or any other sum payable under the Tenancy remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);
- (b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within the period stipulated by us;
- (c) any distress or execution is levied on Your Items at the Premises; or
- (d) an Event of Insolvency occurs.

- 8.3 Re-entry under Clause 8.2 does not affect our rights or remedies in respect of any prior breach of Your Obligations (including the breach in respect of which the re-entry is made).

- 8.4 The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:

- (a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;
- (b) any consent or approval given by us;
- (c) any failure or omission by us to exercise any of our rights under the Tenancy or the Law;
- (d) any receipt or acceptance by us of any payment or part payment of Rent, Service Charge, Usage Charge or other sums payable under the Tenancy; or
- (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.

- 8.5 This Clause will not oblige us to enforce or impose any provision against you or any other person occupying any premises in the Estate.



**9 Indemnity and Exclusions**

- 9.1 You are required to indemnify us from all Loss (excluding wilful misconduct and gross negligence by us or Our Authorised Person) which we may suffer or incur in relation to any of the following:
- (a) the use of the Premises or any other area of the Building or the Estate, by you or Your Authorised Person;
  - (b) any occurrence within the Premises; and
  - (c) any default of any of Your Obligations.
- 9.2 We are not liable for:
- (a) any act, omission, default (excluding wilful misconduct and gross negligence) by us or Our Authorised Person relating to the performance of any service provided by us, or the exercise of any of our rights;
  - (b) any Loss that may be suffered by you or Your Authorised Person relating to –
    - (b1) any interruption (for whatever cause) in the services provided by us;
    - (b2) any event beyond our control (including acts of terrorism);
    - (b3) any exercise of any of our rights;
    - (b4) any subsidence or cracking of the apron/ground/production floor slabs of the Premises, or any other areas of the Estate;
    - (b5) any defect, latent or inherent or otherwise, in the Premises or the Estate;
    - (b6) any occurrence within the Premises or the Estate;
    - (b7) use of the Car-Park; and
  - (c) any loss of quiet enjoyment of the Premises in relation to any of the events mentioned in this Clause.

**10 Other Conditions**

- 10.1 (a) We are entitled to assign or novate all our rights and interest and transfer our obligations under the Tenancy (including transfer of the Security Deposit and Reinstatement Deposit (if any)) to another person ("**In-coming Landlord**").
- (b) If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Landlord as your new landlord and release us from all our obligations under the Tenancy, including our obligation to refund the Security Deposit, the Reinstatement Deposit (if any) and all other sums pursuant to the Tenancy.
- (c) You must execute such document as required by us relating to the assignment or novation.
- 10.2 (a) You must perform and observe the express and implied obligations imposed on us in the State/Foreshore Lease entered, or to be entered, into between us and the President of the Republic of Singapore in respect of the Estate ("**Head Lease**"), unless varied by the provisions of the Tenancy.
- (b) If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for whatever reason, the Tenancy shall also terminate immediately and for clarity, no compensation is payable by us. Neither party will then have any claim against the other, except for any accrued rights or remedies which will remain enforceable.
- 10.3 If there is a public emergency, we are entitled to deny/restrict access to the Premises, the Building and the Estate for so long as we deem necessary.
- 10.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if it is returned undelivered. Any written notice to us is sufficiently served by leaving it at our registered address and duly acknowledged by Our Authorised Person. You agree that we can serve legal process on you by electronic mail to your email address last known to us.
- 10.5 For purpose of the Distress Act 1934, all unpaid Service Charge, Usage Charge, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 10.6 A person who is not a party to the Tenancy has no right under the Contract (Rights of Third Parties) Act 2001 to enforce any of the provisions of the Tenancy.
- 10.7 If any provision of the Tenancy, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Tenancy (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 10.8 The Tenancy constitutes the entire agreement between the parties and no variation of the Tenancy will be enforceable unless agreed in writing between us.
- 10.9 We, and you, agree to consider mediation at the Singapore Mediation Centre ("**SMC**") as one of the dispute resolution options for any dispute under the Tenancy. For clarity, there is no default by either party if the dispute is not referred for mediation at SMC before the start of court proceedings.
- 10.10 The Tenancy is governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.



**Letter of Acceptance**

*[On Successful Tenderer's Letterhead]*

Date : <To be dated on the day this letter is forwarded to JTC Corporation>

Jurong Town Corporation  
New Estates Business Development and Marketing Division  
New Estates Division  
The JTC Summit  
8 Jurong Town Hall Road  
Singapore 609434

**Attention:** Zhang Qian

Dear Sirs,

**ACCEPTANCE OF OFFER FOR TENANCY OF JTC PREMISES AT «ADDRESS» («PREMISES»)**

1. We refer to your letter of offer dated «offer letter date» («Letter»), together with the Attachment, (collectively, the «Offer») for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
  2. We understand and agree that we will only be able to access, print and download our monthly e-statements through JTC's Customer Service Portal. We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
  3. As required - *[insert ✓ for the applicable checkbox]*
    - ☐ we enclose our duly completed GIRO authorisation form.
    - ☐ we confirm that all payments under the Tenancy are to be paid by GIRO from our existing GIRO account <<existingGIROAccountnumber>>.
  4. We enclose a copy of the payment advice evidencing full payment of the required amounts set out in *Attachment (Part 1)* comprised in the Offer.
- 4A. Security Deposit** *[insert ✓ for the applicable checkbox]*

We confirm / enclose the following:

- ☐ We have enclosed a duly completed and signed original guarantee (in the format acceptable by you) for the entire Security Deposit Amount.
- ☐ We confirm that –
  - (a) part of the Security Deposit Amount has been paid to you by way of bank transfer; and
  - (b) we have enclosed a duly completed and signed original guarantee (in the format acceptable by you) for the balance Security Deposit Amount.
- ☐ We confirm that the guarantee for the entire Security Deposit Amount has been issued to you by the following party through the Networked Trade Platform, with the following details:

<b>Issuing party:</b>	
<b>Security Deposit Guarantee No.:</b>	

<b>Guaranteed Sum:</b>	<b>S\$</b>
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- ☐ We confirm that –
- (a) part of the Security Deposit Amount has been paid to you by way of bank transfer; and
- (b) a guarantee for the balance Security Deposit Amount has been issued to you by the following party through the Networked Trade Platform, with the following details:

<b>Issuing party:</b>	
<b>Security Deposit Guarantee No.:</b>	
<b>Guaranteed Sum:</b>	<b>S\$</b>

5. There is a binding Tenancy between us upon our due acceptance of the Offer in accordance with the Letter.

***(EXECUTION PORTION FOR SOLE PROPRIETORS AND PARTNERSHIPS)***

Yours faithfully,

\_\_\_\_\_  
Signature:

Name:

NRIC no:

\_\_\_\_\_  
@Signature:

@Name:

@NRIC no:

\_\_\_\_\_  
@Signature:

@Name:

@NRIC no:

**in the presence of:**

\_\_\_\_\_  
Name of witness:

NRIC No:

***(EXECUTION PORTION FOR PRIVATE/ PUBLIC LIMITED COMPANIES)***

Yours faithfully,

**For and on behalf of** \_\_\_\_\_ ***[insert Company's Name]***

\_\_\_\_\_  
Signature of authorised signatory

Name of authorised signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

**in the presence of:**

\_\_\_\_\_  
Name of witness:

NRIC No.:

