

## **APPENDIX 6 TO CONDITIONS OF TENDER**

### **LEASE CONDITIONS**

- (A) The definitions in Memorandum of Lease IH/624457E (which may be found on the JTC Website) and reproduced at Part 4 (*Standard Terms and Conditions for Lease*) of this Appendix apply to Part 1 (*Details*), Part 2 (*Key Terms and Conditions*) and Part 3 (*Special Terms and Conditions*) of this Appendix.
- (B) For clarity, the lease of the Property will be subject to the terms and conditions in this Appendix, including the Memorandum of Lease IH/624457E.
- (C) In this Appendix –
- (C1) the word “*Agreement for Lease*” has the meaning ascribed to it in the Conditions of Tender;
- (C2) the phrase “*Conditions of Tender*” refers to the Conditions of Tender comprised in the Invitation to Tender;
- (C3) the phrase “*Form of Tender*” has the meaning ascribed to it in the Conditions of Tender;
- (C4) the phrase “*Invitation to Tender*” refers to our Tender Notice under Tender Reference No. **JTC/NEB/CPT/0625**, and the documents in the Tender Packet;
- (C5) the phrase “*Tender Acceptance Letter*” has the meaning ascribed to it in the Conditions of Tender;
- (C6) the phrase “*Tender Packet*” has the meaning ascribed to it in the Conditions of Tender;
- (C7) the phrase “*Tendered Sale Price*” has the meaning ascribed to it in the Conditions of Tender;
- (C8) for the avoidance of doubt, references to “*You*” or “*your*” in this Appendix refers to the “*Successful Tenderer*” as defined in the Conditions of Tender;
- (C9) for the avoidance of doubt, the phrase “*Your Obligations*” in this Appendix refers to the Successful Tenderer’s obligations under the Conditions of Tender, including (for the avoidance of doubt) this Appendix and the other parts of the Tender Packet (defined in the Tender Packet); and
- (C10) for the avoidance of doubt, where the Successful Tenderer comprise two or more persons, covenants expressed to be made by “*you*” shall be deemed to be made by such persons jointly and severally.

### **PART 1 (Details)**

1. [Not Used]
2. **PROPERTY AND AUTHORISED USE**
- 2.1 The Property is leased to you on an “as is” basis and (if applicable) in the manner of holding as indicated in your Form of Tender.
- 2.2 You must use the Property for the Authorised Use only. Details of the Property are as follows:

(a)	<b>Address:</b>	All of that strata space (inclusive of the ancillary areas) as set out in <b>Part A of the attached Annex A1</b> , being:
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		(a) space marked as Property, Property Common, Property Ancillary, Property M&E at Levels B2 to L14 – Upper Roof  of Tower 98 of the development constructed or to be constructed and known as Punggol Digital District (" <b>PDD</b> ") also known as 98 Punggol Way Singapore 829857.
(b)	<b>Estimated Area:</b>	10,930 sqm
(c)	<b>Maximum Floor Loading:</b> (kiloNewtons per square metre)	Please refer to Annex 1D for more details
(d)	<b>Plan of Property:</b>	As attached at Annex-1B of the Conditions of Tender
(e)	<b>Lot No.:</b>	MK21-03174K (PT)
(f)	<b>Authorised Use:</b>	Hotel / Serviced Residence
(g)	<b>Zoning:</b>	White

### 3. **POSSESSION AND OTHER COMMENCEMENT DATES AND LEASE TERM**

(a)	<b>Possession Date:</b>	Refer to Condition 17 of the Conditions of Tender.
		This is the date we hand over possession of the Property.
(b)	<b>Commencement Date:</b>	Refer to Condition 29.1.18 of the Conditions of Tender.
		This is the start date of your Lease Term.
(c)	<b>Lease Term:</b>	Refer to Condition 6A of the Conditions of Tender.
(d)	<b>Operations Commencement Date:</b>	Within 12 months of the Possession Date
		This is the date you are required to commence business operations at the Property in accordance with clause 4.1(b) of the Standard Terms.

### 4. **TENDERED SALE PRICE AND ESTATE SERVICE CHARGE**

4.1 You are required to pay the Tendered Sale Price in accordance with the Conditions of Tender.

#### 4.2 Estate Service Charge

(a)	<b>Estate Service Charge:</b>	Such amount to be based on the prevailing rate applicable to the Estate multiplied by the Actual Net Lettable Area (such amount excluding GST) and which amount is to be based on a cost recovery basis.  The current prevailing service charge rate is estimated to be S\$4.20 per square metre per month (excluding GST).  The Estate Service Charge payable is in respect of the Estate and not the Property which is to be maintained by you at your own costs and expense, in accordance with Your Obligations.
	The Estate Service Charge must be paid in advance (without demand or deduction) on the first day of each month of the Lease Term.	

<p>We are entitled to revise or increase the Estate Service Charge from time to time by notice to you where there is an increase in the total outgoings payable by us for PDD, and provided such increase to the Estate Service Charge also applies to all lessees, tenants and other occupiers of PDD. Such changes will apply to you from the date stated in the notice on which the revision or increase takes effect.</p>
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- 4.3 All payments are subject to Goods and Services Tax (“GST”) at the prevailing rate.

## **5 CHILLED WATER CHARGES**

- 5.1 During the Lease Term, you are required to engage the service of the Operator (as defined in Clause 5.8 of the Special Terms) and enter into a direct service agreement with the Operator for the supply of chilled water to the Property in accordance with Clause 5.8 of the Special Terms

## **6 GREEN BUILDING OBLIGATIONS**

- 6.1 The Property has been awarded the BCA Green Mark Platinum Award for Green Mark Districts, which recognises the highest level of environmentally friendly and sustainable practices in master planning, design and implementation of district developments. You must comply with all requirements stated in **Annex 4-D** (*Green Lease Requirements*) throughout the Lease.

## **PART 2 (Key Terms and Conditions)**

1. At the end of the Lease Term, you have to reinstate, vacate and return the Property to us in accordance with clause 10 of the Standard Terms.
2. **Control Requirement**
  - 2.1 (If you are a company or one or more companies) you shall, except where our prior written consent is obtained –
    - 2.1.1 ensure that your shareholder(s) that has/have controlling interest of more than 50% of your shares as at the tender submission date hold(s) and continue(s) to hold such controlling interest for at least five (5) years after the TOP Date of the Property;
    - 2.1.2 amongst other things, that no sale, transfer, allotment or acquisition of your shares is carried out such as would affect the aforesaid specified controlling interest of more than 50% for at least five (5) years after the TOP Date; and
    - 2.1.3 inform us in writing of all sales, transfers, allotment and acquisition of your shares, all changes of shareholders and their shareholdings made before the expiration of five (5) years from the TOP Date.
    - 2.1.4 In this regard, you must within such time as specified by us provide us with a list in writing of your shareholders and their respective shareholding as at the relevant time and such list shall be certified to be correct by its director(s).
  - 2.2 You must comply with and ensure the compliance of this Clause 2 and such other requirements, terms and conditions which we may deem necessary to impose in connection with the same unless expressly otherwise allowed by us.
  - 2.3 This Clause shall not apply to a company that is a publicly listed company.
3. **Notice of Mortgage/Charge**

After we have received full payment of the Tendered Sale Price and all other monies stated in the Tender Acceptance Letter, you may mortgage the Property by submitting to us a Notice of Mortgage in

accordance with our prevailing requirements at the time of mortgage. A copy of the Practice Circular on the Notice of Mortgage can be found in our website at <http://www.jtc.gov.sg>.

4. [Not Used]

5. **No Subdivision of Land**

At all times during the Lease Term, you shall not subdivide the Property or any part thereof.

6. **No Strata Subdivision**

You shall not strata subdivide the Property or any part thereof.

7. **Other requirements under the Agreement for Lease**

There are other requirements imposed on you under the Agreement for Lease and the phrase “*Your Obligations*” include such requirements.

8. **Conditions of Tender**

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

- (a) Condition [ ] (*Knowledge of contents of Tender Packet*)
- (b) Condition [ ] (*Error or Mis-statement*)
- (c) Condition [ ] (*Possession of Property*)
- (d) Condition [ ] (*Subsisting Rights on the Property*)
- (e) Condition [ ] (*State and Condition of the Property*)
- (d) Condition [ ] (*Default and Remedies*)
- (g) Condition [ ] (*Debarment and Compensation*)
- (h) Condition [ ] (*No Merger*)

9. **Changes to the Memorandum of Lease IH/624457E**

The existing clauses in Memorandum of Lease IH/624457E as set out in Column I of the table below are replaced by the corresponding clauses set out in Column II of the same table. For clarity, the phrases “*Conditions of Tender*”, “*Agreement for Lease*”, “*Invitation to Tender*”, “*Form of Tender*” and “*Tendered Sale Price*” are defined at paragraph (C) at the start of this Appendix.

Clause No.	Column I (existing clause)	Column II (replacement clause)
Definition of “ <u>Agreement for Lease</u> ”	“ <u>Agreement for Lease</u> ” - Our Offer and your acceptance We will not be issuing an instrument of Lease for the leasehold estate comprised in the Agreement for Lease;	“ <u>Agreement for Lease</u> ” – As defined in Appendix B of the Conditions of Tender;
Definition of “ <u>Key Terms</u> ”	“ <u>Key Terms</u> ” - The Key Terms and Conditions attached to the Offer;	“ <u>Key Terms</u> ” - The Key Terms and Conditions at <u>Part 2</u> ( <i>Key Terms and Conditions</i> ) of Appendix B of the Conditions of Tender;
Definition of “ <u>Lease</u> ”	“ <u>Lease</u> ” - The lease confirmed to you under the Agreement for Lease;	“ <u>Lease</u> ” - The lease under the Agreement for Lease;

Clause No.	Column I (existing clause)	Column II (replacement clause)
Definition of " <u>Space Premium</u> "	" <u>Space Premium</u> " – As defined in the Agreement for Lease and the Lease, and includes Concessionary Space Premium where applicable;	[Not Used];
Definition of " <u>Special Terms</u> "	" <u>Special Terms</u> " - The Special Terms and Conditions attached to the Offer;	" <u>Special Terms</u> " - The Special Terms and Conditions at <u>Part 3</u> ( <i>Special Terms and Conditions</i> ) of Appendix B of the Conditions of Tender;
Definition of " <u>You</u> " or " <u>your</u> "	" <u>You</u> " or " <u>your</u> " - The person to whom the Offer is issued, and includes his personal representatives, successors-in-title, and permitted assigns (if any);	" <u>You</u> " or " <u>your</u> " – Refers to the Successful Tenderer (as defined in the Conditions of Tender), and includes his personal representatives, successors-in-title);
1.2	Other capitalized terms are defined in these Standard Terms, the Agreement for Lease and the Lease.	Other capitalized terms are defined in these Standard Terms and Appendix B of the Conditions of Tender.
1.9	If there is any inconsistency between the terms and conditions in the Offer, Key Terms, Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.	If there is any inconsistency between the terms and conditions in the Key Terms, Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.
1.10	Clauses 1.2 to 1.9 also apply to the Offer, Key Terms, Special Terms and other documents used in the Agreement for Lease and the Lease.	Clauses 1.2 to 1.9 also apply to the Key Terms and Special Terms and other documents used in the Agreement for Lease and the Lease.
4.1(b)	(b) commence business operations within 6 months from the Confirmation of Tenure for the Property and conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term;	(b) conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term; and
5.1(a)	(a) You agree to pay to us, where applicable, in addition to the Space Premium, the Service Charge, Usage Charge, Refurbishment Charge (if any), Goods and Services Tax ("GST") at the prevailing rate, and all other sums due in full and without any demand or deduction.	(a) You agree to pay to us – (a1) the Tendered Sale Price and all other monies payable under the Conditions of Tender and other documents of the Tender Packet; (a2) [Not Used]; and (a3) Goods and Services Tax ("GST") at the prevailing rate,

Clause No.	Column I (existing clause)	Column II (replacement clause)
		and all other sums due in full and without any demand or deduction.
5.1(b)	(b) We are entitled by notice, at any time, to revise or increase the Service Charge, Usage Charge, Refurbishment Charge and other charges. Such revisions will apply to you with effect from the date stated in the notice.	(b) No Service Charge is payable during the Lease Term.
6.2(l)	permit any person to sleep or reside in the Property, temporarily or otherwise;	[Not Used];
8.2	You agree to comply with all requirements of the Authorities (including fire safety, emergency lightings, exit lighting, exit signs and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Offer.	You agree to comply with all requirements of the Authorities (including fire safety, emergency lightings, exit lighting, exit signs and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Invitation to Tender.
11.2	<p>We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:</p> <p>(a) the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or any other sum payable under the Agreement for Lease or the Lease remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);</p> <p>(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 a reasonable period stipulated by us;</p> <p>(c) any distress or execution is levied on Your Items at the Property; or</p> <p>(d) you suffer an Event of</p>	<p>We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:</p> <p>(a) the Tendered Sale Price, or any other sum payable under the Agreement for Lease or the Lease remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);</p> <p>(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 a reasonable period stipulated by us;</p> <p>(c) any distress or execution is levied on Your Items at the Property; or</p> <p>(d) you suffer an Event of Insolvency.</p>

Clause No.	Column I (existing clause)	Column II (replacement clause)
	<p>Insolvency.</p> <p>Re-entry under this clause does not affect or diminish 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).</p>	<p>Re-entry under this clause does not affect or diminish 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).</p>
11.4	<p>The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:</p> <p>(a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;</p> <p>(b) any consent or approval given by us;</p> <p>(c) any failure or omission by us to exercise any of our rights under the Agreement for Lease or the Lease or the Law;</p> <p>(d) any receipt or acceptance by us of any payment or part payment of the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or other sums payable under the Agreement for Lease or the Lease; or</p> <p>(e) any waiver, express or implied, by us of any other breach of the same or any other obligation.</p>	<p>The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:</p> <p>(a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;</p> <p>(b) any consent or approval given by us;</p> <p>(c) any failure or omission by us to exercise any of our rights under the Agreement for Lease or the Lease or the Law;</p> <p>(d) any receipt or acceptance by us of any payment or part payment of the Tendered Sale Price, or other sums payable under the Agreement for Lease or the Lease; or</p> <p>(e) any waiver, express or implied, by us of any other breach of the same or any other obligation.</p>
11.5	<p>The Space Premium will not be repaid or refunded to you in the event that we exercise our right of re-entry. For avoidance of doubt, any refund of the Space Premium in other situations will require an agreement by us in writing.</p>	<p>There will be no refund of the Tendered Sale Price or any other monies paid under the Conditions of Tender or any other documents under the Invitation to Tender in the event that we exercise our right of re-entry or under any other circumstances.</p>
12.1	<p>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 the following:</p>	<p>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 the following:</p>

Clause No.	Column I (existing clause)	Column II (replacement clause)
	<p>19.1.1.1 the use of the Property or any other areas of the Estate, by you or Your Authorised Person;</p> <p>19.1.1.2 any occurrence within the Property; and</p> <p>19.1.1.3 any default of any of Your Obligations, and actions on our part to carry out such works or actions to make good your default (including reinstatement works when you have failed to do so, as well as payments of Space Premiums, Service Charges, Outgoings and other charges to us).</p>	<p>(a) the use of the Property or any other areas of the Estate, by you or Your Authorised Person;</p> <p>(b) any occurrence within the Property; and</p> <p>(c) any default of any of Your Obligations, and actions on our part to carry out such works or actions to make good your default (including reinstatement works when you have failed to do so, as well as payment of the Tendered Sale Price or any other monies payable under the Conditions of Tender or any other documents under the Invitation to Tender.</p>
13.5	For purpose of the Distress Act 1934, all unpaid Service Charge, Usage Charge, Refurbishment 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.	For purpose of the Distress Act 1934, all unpaid Tendered Sale Price, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.

### **Part 3 (Special Terms and Conditions)**

#### **1 Loading & Foundation**

- 1.1 You must not exceed the maximum loading capacity as set out below and use passenger and goods lift for its designated purpose only. You are responsible for all loss and damage to the lifts if caused, directly or indirectly, by you or any of your Authorised Person.

Type of Lift	Maximum Loading Capacity
Passenger Lifts in the Building	1,630 kilogrammes (approximately 24 pax)
Fire lifts in the Building	1,360 kilogrammes (Approximately 20 pax) and 2,040 kilogrammes (approximately 30 pax)
Goods lifts in the Building	2,040 kilogrammes (Approximately 30 pax) and 2,515 kilogrammes (Approximately 30 pax)

- 1.2 You must not exceed the maximum floor loading capacity in the Building and ensure that all permitted loads (if any) are evenly distributed and, after obtaining our prior consent, provide suitable foundation for all machinery, equipment and installation at the Premises. The Loading Plan for the development is included in **Annex 1D**.
- 1.3 You shall engage a professional engineer to ensure that all machinery, equipment and installations



at the Premises (if any) are within the loading capacities stipulated. You shall furnish us with reasonably satisfactory documents evidencing compliance with this obligation on request.

## **2     Additional Conditions**

### **2.1     Building Inspections**

2.1.1 You are responsible for all periodic façade, structural, mechanical and electrical inspections associated with the Property and must comply with the prevailing requirements of the relevant Authorities in respect thereof. Documents evidencing your compliance with this requirement must be furnished to us on demand.

2.2.2 Without prejudice to Clause 6.7 of the Key Terms, you must –

- (a) service and maintain in good and working condition the fire dampers in the Property;
- (b) connect the mechanical ventilation system in the Property to the switchboard installed by you; and
- (c) maintain the architectural design concept and façade outlook of the Property (including the lighting, landscaping and colour scheme) as set out in the Architectural Design Concept Guidelines **attached** as **Annex 4A**.

### **2.2     Mechanical & Electrical Installations**

- (a) Your maximum electrical loading for the Property is 1.0 MVA.
- (b) Any increase in the electrical loading from your contracted electrical loading of 0.8 MVA shall be subject to our prior consent and the Authorities and all related costs and expenses in respect of any such application and the supply of any increase in the electrical loading in excess of your contracted electrical loading of 0.8 MVA shall be borne by you.
- (c) Consent for an increase in the electrical loading from your contracted electrical loading of 0.8 MVA, may or may not be granted by us and if granted, shall be subject to a maximum loading of 1.0 MVA.

### **2.3     Installation of Electrical Outlets**

You shall be responsible for the installation of electrical outlets in the Property

### **2.4     Shared Facilities**

- (a) meeting rooms, reception/waiting area, product display area, terrace garden and pantry (“**Shared Facilities**”) have been provided at the common property for the Estate for common and shared use by the lessees/tenants of the Estate.
- (b) The use of any meeting room and terrace garden is subject to its availability and payment of a fee to be determined by us. You are responsible for all damages and losses to the Shared Facilities if caused, directly or to the extent cause indirectly, by you or any of your Authorised Person.
- (c) The Property has access points which lead to common areas and other parts of the Estate. You must implement security measures as you deem fit at these access points. We are not liable for any incidents at or unauthorised access into the Property through these access points.

### **2.5     Interface(s) to Open Digital Platform (“ODP”)**

As a part of the Punggol Digital District development, an ODP will be established and operated by us with the aim to consolidate all data into an integrated platform to allow for the development of multi-purpose

applications to suit user needs. You must comply with the Open Digital Platform Requirements **attached** as **Annex 4C**.

## 2.6 Service Agreement with Chilled Water Supply (“CWS”) Operator

- (a) You will engage the service of the CWS operator (“**Operator**”) appointed by us for the Estate and enter into a direct service agreement with the Operator for the supply of chilled water to the Property. The rates for the services will be negotiated directly between you and the Operator.
- (b) We are not liable to you, each of your employees, agents, independent contractors, occupiers, visitors and all others under your control, or any other party for any loss, damage, injury, liability, claim, penalty, proceedings, cost, expense, or inconvenience of any kind whatsoever and howsoever caused relating to:
  - (b1) any products, services or information supplied or provided by the Operator or its employees, agents, servants or independent contractors (collectively “**Service Provider**”);
  - (b2) any act or omission, negligence, wilful default, misconduct or fraud of the Service Provider; and
  - (b3) any interruption, error, failure or delay in the services provided by the Service Provider.
- (c) Without affecting the intent of sub-clause 5.8(b)(b2), we make no representation or warranty, whether express or implied, as to the accuracy, timeliness, completeness, efficiency, suitability, merchantability, fitness for any particular purpose, satisfactory quality or compliance with description of any products, services or information provided by the Service Provider.
- (d) Under no circumstance will it be construed that we endorse, sponsor, certify or are involved in the provision of such services, products or information and we are not liable in any way for any products obtained and/or purchased from or services rendered by the Service Provider.

## 2.7 Waste Management

- (a) The Property comes with a pneumatic waste conveyance system for general waste, recyclable waste chutes and bulk bin points.
- (b) You must comply with our requirements as notified to you in respect of the segregation and disposal of waste.
- (c) We reserve the right to appoint a third-party operator to implement waste management programmes in the Property. You are required to participate in any such waste management programme and cooperate with any third-party operator that we may appoint to carry out waste management.
- (d) You are responsible for all loss and damage to the waste management system, if caused, directly or indirectly, by you or any of your Authorised Person

## 2.8 Utilities

- (a) You agree to pay for all charges in respect of the utilities consumed at the Premises. In addition thereto, you must at your costs and expense, maintain the air-conditioning units installed at the Premises and ensure that the said air-conditioning units are serviced at least four (4) times a year by a professional service provider and to provide evidence of such servicing and maintenance to us upon request.

## 2.9 Operations of the Premises

- (a) You agree to 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.

- (b) You agree to take measures to ensure that all persons employed by you are free from any infectious diseases and to take all steps or measures which is deemed appropriate or necessary by us and/or the Authorities to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act 1976, or under any Law from time to time for the purpose of taking any protective measure, treatment, prevention or other dealings in relation to an infectious disease.
- (c) You must ensure that all storage is concealed from the frontage of the Premises.
- (d) You must ensure that the Premises are kept in a neat and presentable manner acceptable to us at all times.
- (e) You must use, manage and maintain the Premises in good faith and in a reputable and professional manner.
- (f) You must carry on your business and conduct all customer sales transactions at the Premises in a manner that does not bring disrepute to us or the Estate, and use 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.
- (g) 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:
  - (g1) any dangerous, noisy, noxious or offensive trade or business; and
  - (g2) any trade or business which may be or become a nuisance or hazard to other tenants and users.
- (h) 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.
- (i) 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:
  - (i1) 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;
  - (i2) 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.

### **3 Green Building Obligations**

- 3.1 You must co-operate and work with us to ensure that the Green Mark Certification (i.e., BCA Green Mark for Districts Platinum Certification and Green Mark for Non-Residential Buildings Platinum Certification) issued (or to be issued) by the Building and Construction Authority are not affected or hindered in any way by your action or inactions. You must comply with all the Green Lease Requirements attached as **Annex 4D**.
- 3.2 You must promote waste minimization, reuse and recycling in the Premises.
- 3.3 You must throughout the Lease Term ensure that the GM Estate Rating is not affected or hindered in any way by your action or inaction in relation to Your Obligations in respect of the Premises.

### **4 Defects Liability Period**

- 4.1 We will make good at our own cost and expense any defect in the Property or the Building which becomes apparent before **31 May 2026**.
- 4.2 We will make good any defect within 1 month of receiving a notice from you requiring us to make good such defect, failing which you may do the following:
- (a) notify us of your intention to cause rectification works to be done and the estimated cost of carrying out those works; and
  - (b) give us an opportunity to carry out the proposed rectification works within 14 days after the date of the notice in clause 4.2(a), failing which you may proceed to rectify the defect by your own employees or workmen.
- 4.3 If, after having been duly notified under clause 4.2, we fail to carry out the rectification works to make good the defect within the specified time, you have the right to recover from us the cost of those completed rectification works.

## **5 Smart Application Adoption**

- 5.1 You must cooperate with us on any smart application which we may implement, including but not limited to autonomous delivery and facial recognition for the JTC POS System, which may require the installation of software on your POS System. For this purpose, you must execute any agreement relating to the said smart application, including accepting the installation of equipment at the Premises and/or software on your equipment at the Premises which we deem necessary for the implementation of the smart application.

## **6 Marketing and Promotion**

- 6.1 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 Estate at mutually agreed terms.
- 6.2 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.
- 6.3 You agree not to:
- (a) solicit business, display or distribute advertising materials in the car parks or other common areas of the Estate except with our prior written consent.

## **7 Temporary Use of Common Area**

- 7.1 You shall submit a written request to us for any use of the common area or part thereof or any area outside of the boundary of the Premises for our consent, which may or may not be granted by us and if granted, shall be on such terms and conditions as we may impose including payment of a fee for such use.
- 7.2 The said written request shall be submitted to us no later than **one (1) month** before the intended commencement of the use of the said area, failing which we are not obliged to consider such request.
- 7.3 For the avoidance of doubt, at no point shall any consent granted by us in connection with this clause, be deemed as granting you any exclusive possession of the said area.
- 7.4 For the avoidance of doubt, reference to “use” in this clause shall include the placement of any material or movable structure at the said area.

**8     Concept Proposal**

- 8.1     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.

## **Part 4 (Standard Terms and Conditions)**

### **IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

## **THE LAND TITLES ACT MEMORANDUM OF LEASE**

### **For Official Use Only**

Instrument No.	IH/624457E	
Version No.		Based On
		0.01
Registered By		
Registered On		



### **LESSOR**

ID / Co Regn No :	T08GB0025A
Name :	Jurong Town Corporation
Citizenship / Place of Incorporation :	SINGAPORE
Address (within Singapore for service of notice) :	8 Jurong Town Hall Road The JTC Summit Singapore 609434

### **DIRECTOR OF LESSOR**

ID / Co Regn No :	S1803911G
Name :	Mohamad Hafiz Bin Sayuti

I, the abovenamed director of the lessor, certify that this memorandum (comprising 10 pages) contains the provisions which are deemed to be incorporated in any instrument in which the abovementioned is named as a lessor, and such instrument has reference to this memorandum.

### **COVENANTS AND CONDITIONS**

\*Please see attached Standard Terms and Conditions

**DATE OF APPLICATION:** 11 NOV 2022

**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**EXECUTION BY DIRECTOR**

Signature :

  
\_\_\_\_\_  
Mohamad Hafiz Bin Sayuti

Witness :

  
\_\_\_\_\_**LODGED BY**

Name of Lodging Party :	Jurong Town Corporation
Address (within Singapore for service of notice) :	8 Jurong Town Hall Road The JTC Summit Singapore 609434

**CASE FILE REFERENCE**

Law firm case file reference :	JTC(LS)00/1042/HS/ZR
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## **Standard Terms and Conditions**

### **1 Definitions and Interpretation**

- 1.1 The following words and phrases have the meanings described below, unless the context requires otherwise:

**"Agreement for Lease"** - Our Offer and your acceptance. We will not be issuing an instrument of Lease for the leasehold estate comprised in the Agreement for Lease;

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

**"Building"** - The building (including all common areas, other property and fixtures and fittings) in which the Property is located, and includes any part thereof;

**"Car-Park"** - Any part of a road, or any other place, within the Building or Estate, designated by us from time to time, for the parking of vehicles;

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

**"Event of Insolvency"** - Inability to pay debts, the presentation of a bankruptcy application, entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal 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 the Property or a substantial part of its assets;

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

**"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;

**"Lease"** - The lease confirmed to you under the Agreement for Lease;

**"Lease Term"** - The term given to you in the Agreement for Lease and in the Lease for the Property;

**"Loss"** - All actions, claims, summonses, judgments, orders, charges, demands, losses, damages, injuries, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and howsoever caused;

**"Maximum Electricity Load"** - The maximum electricity load for the Property, Building or Estate as provided in applicable regulations or as required by the Authorities or us;

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

**"Outgoings"** - All rates, taxes (including property tax), assessments, charges, penalties and impositions;

**"Property"** - As defined in the Agreement for Lease and the Lease, and any part of it and all fixtures and fittings (excluding all common areas, other property and our fixtures and fittings);

**"Refurbishment Works"** - as defined in clause 4.1(c) of the Standard Terms;

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

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

**"Space Premium"** - As defined in the Agreement for Lease and the Lease, and includes Concessionary Space Premium where applicable;

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

**"Take-Over Item"** - As defined in clause 6.4 of the Standard Terms;

**"Usage Charge"** - As defined in the Agreement for Lease and the Lease, and includes all charges for additional services and facilities, and the Usage Charge as revised by us;

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

**"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;



"You" or "your" - The person to whom the Offer is issued to 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; and

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

- 1.2 Other capitalized terms are defined elsewhere in these Standard Terms, the Agreement for Lease and the Lease.
- 1.3 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.
- 1.4 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.
- 1.5 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 You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. You must also ensure and procure that Your Authorised Person complies with all Your Obligations. For a partnership, all Your Obligations are jointly and severally binding on the partners.
- 1.8 No exercise of any one right or remedy by us under the Agreement for Lease, the Lease, at Law or in equity, will (unless otherwise specified) prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Property, we and Our Authorised Person are entitled to bring workmen and equipment onto the Property.
- 1.9 If there is any inconsistency between the terms and conditions in the Offer, Key Terms, Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.
- 1.10 Clauses 1.2 to 1.9 also apply to the Offer, Key Terms, Special Terms and other documents used in the Agreement for Lease and the Lease.

## **2 Our Obligations**

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

## **3 Easements and Reservations**

- 3.1 During the Lease Term, you are entitled to the following rights if you comply with all Your Obligations:
  - (a) right to use the common corridors, toilets, stairs and lifts in the Building in common with all persons authorised by us; and
  - (b) right to use the Utility Facilities located within the Building for running of water, electricity, gas and telecommunications facilities from and to the Property.
- 3.2 We and Our Authorised Person enjoy the rights listed in clause 3.1, and the following rights:
  - (a) right of free and uninterrupted passage and running of water, sewage, electricity, gas, cable, telecommunications and other forms of communications, and other services from and to the adjoining and neighbouring property in and through the Utility Facilities upon, over and under the Property and Building, 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
- (d) right to redevelop, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or Estate, as we require, even if your right of access to light or air to the Property or any other easements, may be affected, whether temporarily or otherwise.

#### **4 Your Obligations**

##### Condition and Use of Property and Certificate of Title

##### **4.1 You agree to:**

- (a) accept the Property on an "as is" basis and be deemed to have full notice and knowledge of the state and condition of the Property and Estate;
- (b) commence business operations within 6 months from the Confirmation of Tenure for the Property and conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term;
- (c) accept the Property on the basis that repairs, maintenance, refurbishment and upgrading works may be carried out in the Estate ("Refurbishment Works") from time to time, and contribute to the cost of these works in accordance with the Agreement for Lease and the Lease; and
- (d) obtain all necessary approvals required for the Authorised Use of the Property, including the installation and maintenance of plant and machinery and other fixtures and fittings, and keep them in force throughout the Lease Term.

##### **4.2 Unless otherwise requested by us, you are not to make any objection or requisition in respect of the title to the Property and shall not require the delivery or production of any deeds or documents from us.**

#### **5 Payments**

- 5.1**
- (a) You agree to pay to us, where applicable, in addition to the Space Premium, the Service Charge, Usage Charge, Refurbishment Charge (if any), 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 or increase the Service Charge, Usage Charge, Refurbishment Charge and other charges. Such revisions will apply to you with effect from the date stated in the notice.

##### **5.2 You agree to pay to us the following:**

- (a) charges for all services, additional services and facilities provided by us to you, including after-hours and excess air-conditioning, emergency power supply and additional power supply in excess of the stipulated usage at rates stipulated by us;
- (b) all fees and charges for the survey of the Property. We have the right to employ our own surveyor to carry out the surveys needed;
- (c) a reasonable proportion of the expense of constructing, repairing, rebuilding, refurbishing and cleansing all party walls, fences, sewers, drains, pipes, water-courses and other facilities the use of which is common to the Property, Building and Estate, and the occupiers of any adjoining property. If there is any dispute, the expense and proportion of it will be conclusively determined by our surveyor;
- (d) 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. For unpaid Space Premium, the interest payable will be at 8.5% per annum or such other rate determined by us, from the due date until payment in full is received by us; and
- (e) legal fees, stamp duty and other reasonable costs and disbursements incurred in the preparation of the Agreement for Lease, and the legal fees relating to any enforcement of Your Obligations on a full indemnity basis.

##### **5.3 You agree to pay for all Outgoings in respect of the Property and other outgoings as imposed by the Authorities on you. You will be required to reimburse us if we make such payments on your behalf for any reason.**

## **6 Maintenance and Occupation**

### **6.1 You agree to:**

- (a) maintain and keep the Property, and all items serving the Property, in good and tenable repair and condition (fair wear and tear excepted);
- (b) replace any item, as approved by us, serving the Property which needs to be replaced with an item of good quality and similar operational capabilities;
- (c) remove all 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 Agreement for Lease and the Lease, as required by us; and
- (d) contain and dispose of all waste, including pollutants and contaminants, in accordance with the Law or our requirements.

### **6.2 You agree not to:**

- (a) do anything within the Property or 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 property;
- (b) change or alter in any way the external appearance of the Property, Building or Estate, including walls, windows and grilles;
- (c) exceed the Maximum Floor Loading and ensure that the permitted load is sufficiently or evenly distributed;
- (d) do anything or use a forklift, which affects the structure or safety of the Property or Building, including during the period before the issue 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 Property, Building or Estate;
- (f) install or use any type of equipment, machinery, fixture, fitting, appliance or installation (collectively, "Equipment") 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 used or permitted by us within the Property, Building or Estate or the operation of any Equipment of other persons within the Property, Building or Estate;
- (g) display any sign except for your business name in such place and manner approved by us;
- (h) use the Car-Park to store goods, equipment or containers;
- (i) place anything beyond the boundaries of the Property, or obstruct any common areas of the Building or Estate;
- (j) keep any animal at the Property;
- (k) tap or use any utilities from any source or supply that is not arranged and paid by you;
- (l) permit any person to sleep or reside in the Property, temporarily or otherwise;
- (m) use the name of the Building or Estate, as part of your trade or business name; and
- (n) use the Property for any illegal or immoral purpose.

### **6.3 You must immediately inform us if there is any damage to the Property, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and restore the damage to our satisfaction or to its standard before the damage within the timeline required by us.**

### **6.4 If you plan to take over or took over the fixtures, fittings, additions and alterations installed by another person ("Take-Over Item"), you must comply with our requirements and obtain the Authorities' approvals for the Take-Over Item. You must immediately remove any Take-Over Item that is not in compliance or approved by us.**

### **6.5 You must during the Agreement for Lease and the Lease Term:**

- (a) procure a comprehensive all risk insurance policy for the period of any fitting out works, before carrying out such works;
- (b) in your and our joint names, insure and keep insured the Property under an appropriate

Public Liability Insurance Policy coverage against any third party liability with a limit of indemnity of not less than \$1million for each and every occurrence and/or series of occurrences arising out of one event and unlimited in the aggregate. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses;

- (c) produce to us on demand the insurance policy and receipts of premium payment;
- (d) not do anything that will affect any insurance effected in respect of the Property, Building or Estate, or cause such insurance to become void or voidable; and
- (e) insure all Your Items (including any Take-Over Item) against loss and damage.

## **7 Prohibited Transactions**

### **7.1 You must not:**

- (a) assign or transfer the Property or the Agreement for Lease and the Lease; and
- (b) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Property or any part of the Property or charge or create a trust or agency over the Agreement for Lease and the Lease or any part of it.

### **7.2 Our prior consent is needed if you want to effect any one or more of the following:**

- (a) carry out any additions or alterations of whatever nature, or remove or install any fixtures or fittings, at the Property;
- (b) bring into the Property, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
- (c) change the manner of holding or your respective shares in the Property;
- (d) make any application for conversion under Part IV of the Limited Liability Partnerships Act 2005;
- (e) 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 Property or Agreement for Lease and the Lease, to be transferred to or vested in any amalgamated entity; or
- (f) make any changes in the Authorised Use of the Property or use the Property for any purpose other than the Authorised Use. For a private limited company, you must in your consent application inform us of any change in the shareholding of your company in the last 5 years prior to the application. For a public company, you must inform us of any change in control or material change of the shareholding of your company in the last 5 years prior to application. For a sole proprietorship or partnership, you must inform us of any change in control or material change in ownership of your business in the last 5 years prior to application.

## **8 Compliance with Law and Requirements**

- 8.1** You agree to comply with the Law in relation to Your Obligations and anything done at the Property, Building or Estate.
- 8.2** You agree to comply with all requirements of the Authorities (including fire safety, emergency lightings, exit lighting, exit signs and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Offer.
- 8.3** You agree to comply with all our parking and other rules and regulations, made and amended from time to time, relating to the Building and Estate.

## **9 Access to Property**

- 9.1** You agree to permit us and Our Authorised Person to enter the Property at reasonable times and in emergencies to:
  - (a) inspect the state of the Property and Estate, take inventory of Your Items and verify compliance with Your Obligations;
  - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Property and Estate, as we consider fit; and

- (c) exercise such rights granted to us under the Agreement for Lease or the Lease.

For avoidance of doubt, in the event we and Our Authorised Person, by written notice, request to enter the Property 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.

- 9.2 You agree to permit our prospective lessees to enter and view the Property, by prior appointment and at reasonable times, during the last 6 months of the Lease Term.

#### **10 Expiry of Lease Term and Reinstatement**

- 10.1 Upon the premature termination of the Agreement for Lease or at the end of the Lease Term by expiry or otherwise:
  - (a) to deliver up the Property 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, Take-Over Item, repair and make good all damage due to such removal, and reinstate the Property (including completing the works (if any) stipulated in the Offer) to our requirements; and
  - (c) if required by us, to carry out decontamination works, and paint the Property.
- 10.2 If you fail to deliver vacant possession of the Property at the end of the Lease Term, you are and will be deemed to be holding over. You must then pay to us, for the period of holding over, double the amount of rent as determined by us and our determination will be final or double the prevailing market rent (whichever is higher), all charges and Outgoings. There will be no renewal of the Lease by operation of law or pursuant to the provisions of the Agreement for Lease or the Lease. During the holding over period, all other terms of the Agreement for Lease or the Lease will remain in effect. This clause will not be construed as our consent for you to hold over for any reason. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.
- 10.3 If you leave behind any item, 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. You are responsible and 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. The proceeds will be used to offset all Loss incurred by us including Outgoings and charges for the period during which the item is not removed from the Property. Any balance proceeds will be returned to you upon your written request.

#### **11 Breaches and Re-entry**

- 11.1 In the event of a breach of any of Your Obligations, you must immediately make good your default at your own costs. We are entitled (but not obliged) to carry out any works or action we consider necessary to make good your default, and you must pay to us, on demand, the cost of such works or action. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.
- 11.2 We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:
  - (a) the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or any other sum payable under the Agreement for Lease or the Lease 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 a reasonable period stipulated by us;
  - (c) any distress or execution is levied on Your Items at the Property; or
  - (d) you suffer an Event of Insolvency.

Re-entry under this clause does not affect or diminish 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).



- 11.3 If the Property is mortgaged and the required notice of mortgage is given to us, we will not re-enter or forfeit the Agreement for Lease or the Lease until we have served a written notice of the breach to the mortgagee and the mortgagee has failed to remedy the breach within the timeline stipulated in the notice.
- 11.4 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 Agreement for Lease or the Lease or the Law;
  - (d) any receipt or acceptance by us of any payment or part payment of the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or other sums payable under the Agreement for Lease or the Lease; or
  - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 11.5 The Space Premium will not be repaid or refunded to you in the event that we exercise our right of re-entry. For avoidance of doubt, any refund of the Space Premium in other situations will require an agreement by us in writing.

## **12 Indemnity and Exclusions**

- 12.1 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 the following:
- (a) the use of the Property or any other areas of the Estate, by you or Your Authorised Person;
  - (b) any occurrence within the Property; and
  - (c) any default of any of Your Obligations, and actions on our part to carry out such works or actions to make good your default (including reinstatement works when you have failed to do so, as well as payments of Space Premiums, Service Charges, Outgoings and other charges to us).
- 12.2 We are not liable for:
- (a) any act, omission, interruption, 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 event beyond our control (including acts of terrorism);
    - (b2) any subsidence or cracking of the apron/ground/production floor slabs of the Property, Building or any other area of the Estate;
    - (b3) any occurrence within the Property or Estate;
    - (b4) use of the Car-Park; or
    - (b5) any Loss to Your Items within the Property or Estate; and
  - (c) any loss of quiet enjoyment of the Property in relation to any of the events mentioned in this clause.

## **13 Other Conditions**

- 13.1 We are entitled to assign or novate all our rights and interest and transfer our obligations under the Agreement for Lease and the Lease to another person ("In-coming Lessor"). If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Lessor as your new lessor, and to release us from all our obligations under the Agreement for Lease or the Lease, including our obligation to refund all other sums pursuant to the Agreement for Lease or the Lease. You will execute such document as required by us to effect the assignment or novation.

- 13.2 You must perform and observe the express and implied obligations imposed on us in the State 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 Agreement for Lease or the Lease. If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for any reason, the Agreement for Lease or the Lease will also terminate immediately and 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.
- 13.3 If there is a public or other emergency, we are entitled to deny or restrict access to the Property, Building and Estate for so long as we deem necessary.
- 13.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if 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.
- 13.5 For purpose of the Distress Act 1934, all unpaid Service Charge, Usage Charge, Refurbishment 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.
- 13.6 A person who is not a party to the Agreement for Lease or the Lease has no right under the Contract (Rights of Third Parties) Act 2001 to enforce any of the provisions of the Agreement for Lease and the Lease.
- 13.7 If any provision of the Agreement for Lease or the Lease, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Agreement for Lease or the Lease (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 13.8 The Agreement for Lease or the Lease constitutes the entire agreement between the parties and no variation of the Agreement for Lease and the Lease will be enforceable unless agreed in writing between us.
- 13.9 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 Agreement for Lease or the Lease. 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.
- 13.10 The Agreement for Lease and the Lease are governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.
-

## **ANNEX-6E TO CONDITIONS OF TENDER**

### **FORM OF LEASE**

#### **IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

#### **THE LAND TITLES ACT**

#### **LEASE**

For Official Use Only		
Instrument No.		
Version No.		Based On
Registered By		
Registered On		

#### **DESCRIPTION OF LAND**

Title			Lot No	Extent	Property Address
Type	Vol	Fol			

#### **LESSOR**

ID / Co Regn No :	T08GB0025A
Name:	Jurong Town Corporation
Citizenship/Place of Incorporation :	SINGAPORE
Address (within Singapore for service of notice) :	8 Jurong Town Hall Road The JTC Summit Singapore 609434

HEREBY LEASES the registered estate or interest in the land to

#### **LESSEE**

ID/Co regn no :	
Name:	
Citizenship/Place of Incorporation :	
Address (within Singapore for service of notice) :	



**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**TERM OF LEASE/CONSIDERATION**

Term of Lease :	
Commencement Date :	
Annual Rent :	
Consideration :	

Subject to the following prior encumbrances

**PRIOR ENCUMBRANCES**

\* Nil

**COVENANTS AND CONDITIONS**

- The covenants, conditions and powers implied by law in instruments of lease.
- The covenants and conditions set forth in the Memorandum of Lease filed in the Singapore Land Authority as Memorandum of Lease Number IH/624457E.
- \* • The terms and conditions contained in the Tender Packet issued by the Lessor under Tender Reference No. \_\_\_\_\_ ("the Tender"), the Lessee's Form of Tender submitted under the Tender and the Lessor's acceptance of the Lessee's Form of Tender, as may be revised from time to time, which shall form an integral part of this Lease.

**DATE OF INSTRUMENT :**

**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**EXECUTION BY LESSOR**

The Common Seal of Jurong Town Corporation was hereunto affixed in the presence of :-

Signature :

\_\_\_\_\_  
DIRECTOR – (Name of cluster)

\* ^ A copy of the letter of offer dated << >> may be obtained from the Lessee.

**EXECUTION BY LESSEE**

The Common Seal of < > was hereunto affixed in the presence of :-

Signature :

\_\_\_\_\_  
Director/Secretary

Signature :

\_\_\_\_\_  
Director/Secretary

**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**CERTIFICATE PURSUANT TO THE RESIDENTIAL PROPERTY ACT**

I, solicitor for the LESSEE, hereby certify that I have verified the following information :

Place of Incorporation and registration number

Name of Solicitor :

\_\_\_\_\_

Signature :

\_\_\_\_\_

I, solicitor acting for the LESSEE, hereby certify that the within land/premises is NOT a residential property (as defined in the Residential Property Act), and that approval under the said Act is not required for the purchase, acquisition or retention of the within land/premises.

Name of Solicitor :

\_\_\_\_\_

Signature :

\_\_\_\_\_

**CERTIFICATE OF CORRECTNESS**

I, a duly authorised officer of the Jurong Town Corporation as at the date of this instrument under the Jurong Town Corporation Act, for and on behalf of the LESSOR hereby certify that this instrument is correct for the purposes of the Land Titles Act.

Name of Duly Authorised Officer :

\_\_\_\_\_

Signature :

\_\_\_\_\_

**CERTIFICATE OF CORRECTNESS**

I, solicitor for the LESSEE hereby certify that this Instrument is correct for the purposes of the Land Titles Act and that I hold a practising certificate which is in force as at the date of this instrument.

Name of Solicitor : \_\_\_\_\_

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

**CASE FILE / STAMP DUTY CERTIFICATE REFERENCE**

Law firm case file reference :	
Stamp Duty Certificate reference:	