

APPENDIX 6 TO CONDITIONS OF TENDER

DRAFT TENANCY/LICENCE OFFER

- Annex-6A** : Draft Tenancy Offer for Indoor Refreshment Area and Mezzanine Floor (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6B** : Draft Licence Offer for Outdoor Refreshment Areas (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6C** : Checklist Under Code of Conduct for Leasing of Retail Premises in Singapore
- Annex-6D** : GIRO Form



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))

Date: _____

Our Ref:
Allocation No:
Case ID:

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

Dear Sirs

TENDER REFERENCE NO.: JTC/EPSP/PQT/1223
TENANCY OF JTC PREMISES AT 3024 UBI ROAD 3 #01-99 KAMPONG UBI INDUSTRIAL ESTATE SINGAPORE 408652 (“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) the Licence Offer
 - (c) 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
 - (d) 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);

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- (c) “Tender Acceptance Letter” means our letter of award/acceptance of tender dated _____;
- (d) “Quality 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 [17] (*Tenancy/Licence Offer*) of the Conditions of Tender, you must let us have the following by **<Insert date which is 7 days from (and including) the date of the Tender Acceptance Letter>** (“Expiry Date”):

	Action Required for Acceptance
(a)	Prepare the Letter of Acceptance (format enclosed).
(b)	Complete, sign and return by post to us the duly completed and signed Letter of Acceptance , and all additional documents which we have listed in <u>Attachment (Part 2)</u> (if any).
(c)	Make full payment of the required sums (see payment breakdown and method in the <u>Attachment (Part 1)</u>).
(d)	It is compulsory for subsequent payments under the Tenancy to be paid by GIRO deduction. You are required to complete and return to us the duly completed and signed GIRO authorisation form in the prescribed form set out in Annex-6D of Appendix [6] of the Conditions of Tender.

6. It will be a breach of the Conditions of Tender if we do not receive by the Expiry Date –
- (a) your duly signed original Letter of Acceptance;
 - (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, amongst other things, 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.

7. Please login to JTC’s Customer Service Portal with Singpass to access your future monthly e-statements.

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8. If you have any queries, you may contact Chui Hui Ting at 6883 3409 or chui_hui_ting@jtc.gov.sg.

Yours faithfully

(Signed)
Chui Hui Ting
Manager
Enterprise Solutions Department
Industrial Properties Management Division 2

Attachment: Part 1: *Details*
 Part 2: *Key Terms*
 Part 3: *Special Terms*
 - *FTF Checklist*
 Part 4: *Standard Terms*

Enclosed: Non-SES Format of Letter of Acceptance

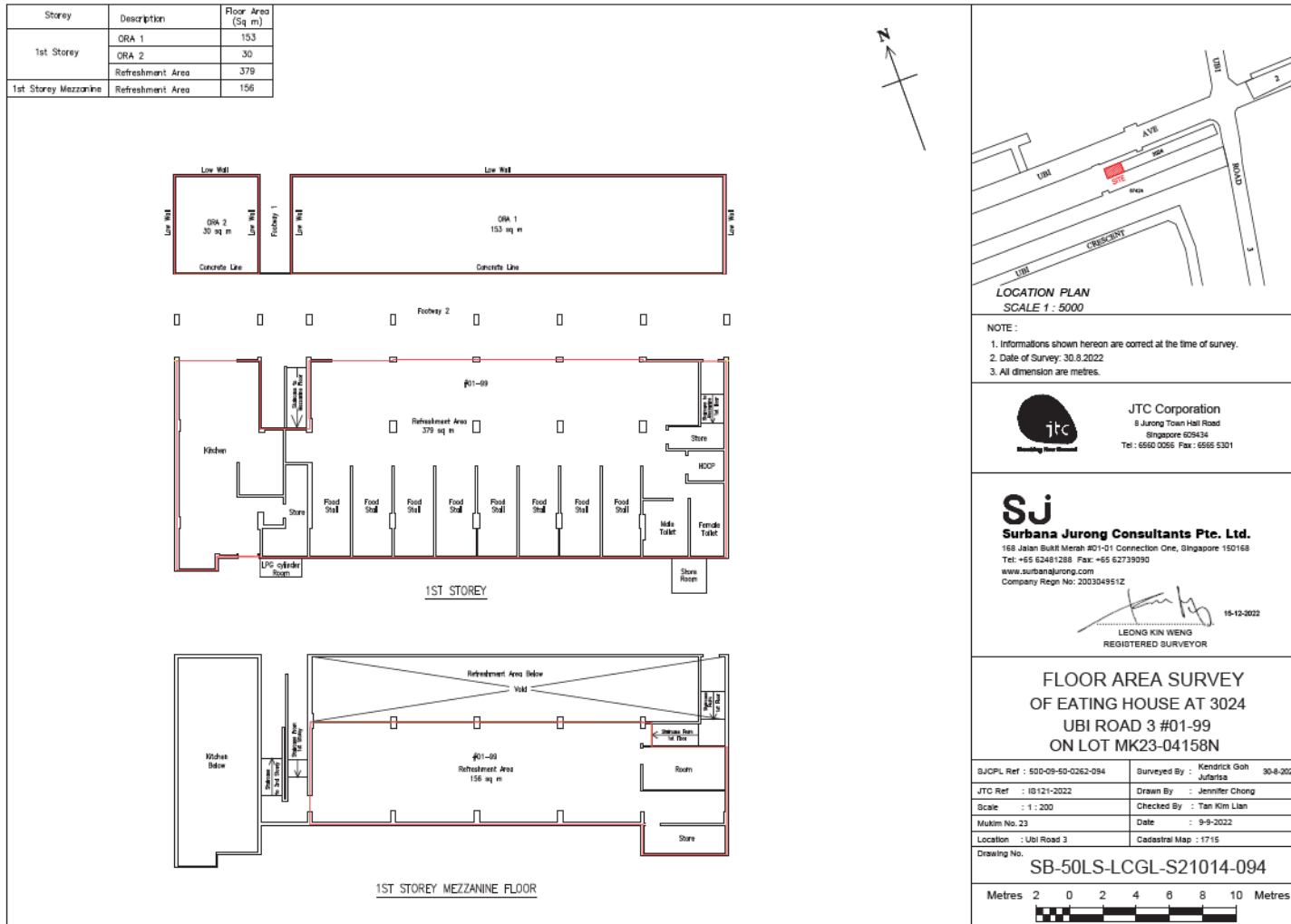
PART 1 (Details)

Premises	3024 Ubi Road 3 #01-99 Kampong Ubi Industrial Estate Singapore 408652	
Term	3 years from Tenancy Commencement Date <i>[Note to successful tenderer: This is the “3-Year Initial Tenancy Term” referred to in the Conditions of Tender.]</i>	
Tenancy Commencement Date	2 months after the Possession Date	
Possession Date <i>(date the Premises will be handed over, or deemed handed over, to you)</i>	This date is to be determined by us. Please see Conditions of Tender.	
Rent per month	1 st Year	<i>[Note to successful tenderer: This is the Tendered Monthly Gross Rent in your Form of Tender, less the Service Charge, less the Gross Rent for Outdoor Refreshment Areas and less all recurring charges.]</i>
	2 nd Year	Same as 1 st Year
	3 rd Year	Same as 1 st Year
Service Charge per month	\$299.60	
Usage Charge per month	<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>	
Other Charges per month	<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>	
Standard Rent-Free Period <i>(During the Standard Rent-Free Period, Rent and Service Charge are not payable.)</i>	From Possession Date to the day immediately before the Tenancy Commencement Date	
Authorised Use	For use as eating house only <i>[Note to successful tenderer: This is the Tentative Use. Please see Conditions of Tender.]</i>	
Estimated Area (“Area”)	535 sqm (Final Surveyed Area)	
Maximum Floor Loading <i>(Note: You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.)</i>	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.	
Plan of Premises	As attached	
Other Terms and Conditions	See remaining Attachment	

¹Payment required for acceptance of Offer		
	Amount (\$)	GST at prevailing rate (\$)
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 by you		
Total Amount Payable (inclusive of GST at prevailing rate)		

¹ *Note to successful tenderer: Amounts in this table will be inserted when the actual version is issued. The "Expiry Date" is set out in paragraph [5] of the letter attaching this Attachment.*

Surveyed Floor Plan of Premises



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:

On Tenancy Commencement Date.

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 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 (a) 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.

(b) You must pay the Usage Charge on the same date as the Rent. We are entitled, at any time and from time to time, to increase the Usage 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 Quality 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 Quality 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. [Not Used]
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. [Option 1: If the Tenant is NOT the Successful Tenderer](#)
Taking over from existing occupier
- 13.1 As the existing occupier (namely [*Note: insert full name of existing occupier*]) ("**Existing Occupier**") has not vacated the Premises at the launch of the tender relating to the Tenancy, the Tenancy is subject to the Existing Occupier -
- (a) returning vacant possession of the Premises to us before the Possession Date; and
- (b) [Not Used.]
- 13.2 You will be taking over the Premises on an "as is" basis, including all defects (latent, inherent or otherwise) and Take-Over Items (defined in Attachment (Part 4) (Standard Terms)). You must also comply with clause 4.10 of Attachment (Part 4) (Standard Terms) in relation to each Take-Over Item.
- 13.3 If the Existing Occupier is returning the Premises to us without completing the required reinstatement and other works under our arrangement with the Existing Occupier, you must complete these works, and all other works as required by us, at the end of the Term, unless otherwise required by us in writing.
- [Option 2: If the Tenant is the Successful Tenderer](#)
Your occupation agreement with us before the Possession Date
- 13.1 For clarity, at the end of the Term, the removal of all fixtures, fittings, and additions and alterations referred to in Clause 7.1 of Attachment (Part 4) (Standard Terms) include those installed by you under your occupation agreement with us before the Possession Date.
- 13.2 [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) [Note: insert full name and UEN/ID no.]; and
 - (b) [Note: insert full name and UEN/ID no.].

[\[Option 2: If the Tenant is a Partnership, Limited Partnership or Limited Liability Partnership\]](#)

- 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) [Note: insert full name and UEN/ID no.]; and
 - (a2) [Note: insert full name and UEN/ID no.].
 - (b) "**Partnership Interests**" means the partnership interests in [Note: Insert Tenant's business name].

[\[Option 3: If the Tenant is a Sole Proprietorship\]](#)

- 15.1 Throughout the Tenancy, you must remain as the sole proprietor of [Note: Insert Tenant's business name].

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

- 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. **Use/Possession Pre-Conditions**

- 16.1 As mentioned in Condition [18.4] of the Conditions of Tender, if the Use/Possession Pre-Conditions (defined in the Conditions of Tender) have not been fulfilled to our satisfaction by the Use/Possession Pre-Conditions Deadline (defined in the Conditions of Tender), the Tenancy will automatically terminate.
- 16.2 The monies to be refunded to you are as set out in the aforesaid Condition. Thereafter the Tenancy shall be of no further effect whatsoever and you will have no claim whatsoever against us for any Loss.

18. **Failure to take possession or proceed with Tenancy before Possession Date**

Without affecting Clause 4.5(c) of the Standard Terms and in addition thereto, if –

- (a) you fail to take possession of the Premises for whatever reason; or
- (b) before the Possession Date –

- (b1) you fail to proceed with the Tenancy for whatever reason; or
- (b2) *(for individual)* you pass away, or a bankruptcy order has been made (or is in the process of being made) against you; or
- (b3) *(for sole-proprietorship / partnership)* your sole-proprietorship / partnership business is deregistered, or no longer exists, for whatever reason;
- (b4) you are wound up (or in the process of being wound up) in any manner whatsoever, whether voluntarily or otherwise,

then, without affecting any of our rights and remedies under the Tenancy or at Law, upon giving written notice to you –

- (c) all monies paid to us (including the Tender Deposit under the Conditions of Tender, the Security Deposit and all other deposits) will be forfeited and belong to us absolutely. For clarity, there will be no refund of any stamp duty paid;
- (d) the Tenancy is terminated on the date as specified in such notice; and
- (e) we will be entitled to rent the Premises (or any part of it) to another person or deal with the Premises in any other manner as we require.

19. **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
- Technical Guidelines on Environmental Baseline Study (2010 Edition) (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 (and the applicable Law) (“FTF”)

Attachment: FTF Checklist

A1. [Not Used.]

A2. [Not Used.]

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

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 subparagraph (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 Framework Industry Committee (FTIC), in accordance with the FTF.

A9. **Floor Area Alterations**

[Not Used.]

PART B

B1. [Not Used.]

B2(1). **1st Further Term**

If –

- (a) at least 3 months (and not more than 6 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 3 years ("**1st Further Tenancy Period**"); and
- (b) 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 **1st Further Tenancy Period** on the following conditions:

- (c) the **1st Further Tenancy Period** shall commence immediately after the expiry of the Term;
- (d) the rent payable shall be determined in the manner as set out in paragraph B2(3) below; and
- (e) the tenancy for the **1st Further Tenancy Period** 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 the provision for renewal for tenancy is for the **2nd Further Tenancy Period** (defined below) **only**.

B2(2). **2nd Further Term**

If we have granted you a tenancy for the whole of the Premises for the **1st Further Tenancy Period** on such terms and conditions as agreed between us, and if –

- (a) at least 3 months (and not more than 6 months) before the expiry of the **1st Further Tenancy Period**, we receive your written request for a further term of tenancy for the whole (and not part) of the Premises for the duration of 3 years ("**2nd Further Tenancy Period**"); and
- (b) at the time of your aforesaid request and at the expiry of the **1st Further Tenancy Period** –
 - (b1) there is no breach of the conditions to be complied with by you under the **1st Further Tenancy Period**, including all conditions imposed by us in any consent / approval; and
 - (b2) (for clarity) the tenancy relating to the **1st Further Tenancy Period** has not been terminated,

we may grant you a tenancy for the whole of the Premises for the **2nd Further Tenancy Period** on the following conditions:

- (c) the **2nd Further Tenancy Period** shall commence immediately after the expiry of the **1st Further Tenancy Period**;
- (d) the rent payable shall be determined in the manner as set out in paragraph B2(3) below; and
- (e) the tenancy for the **2nd Further Tenancy Period** shall be on the same terms and conditions as the tenancy for the **1st Further Tenancy Period** except for the duration, rent, service charge and security deposit, and there is no provision for renewal for tenancy.

B2(3). **Rent payable during 1st Further Term (if granted) and 2nd Further Term (if granted)**

The rent payable by you during the **1st Further Term** (if granted) and **2nd Further Term** (if granted) shall be determined in the following manner:

	Monthly gross rent payable to us
During each month of the Term	\$X = Rent, Service Charge and all recurring charges payable per month
During each month of the 1st Further Term	\$X multiply by 110% = \$Y
During each month of the 2nd Further Term	\$Y multiply by 110% = \$Z

B3. **Loading / Foundation**

- (a) You must not exceed the maximum loading capacity of the goods lifts in the Building. You are responsible for all loss and damage to the goods lift if caused, directly or indirectly, by you or any of Your Authorised Person.
- (b) You must, after obtaining our prior written consent, provide suitable foundation for all machinery, equipment and installation at the Premises.

B4. **Additional Conditions**

- (a) The Premises is provided with built-in food stalls. Except for the space provided in the built-in food stalls, we will not allow subletting of any other space.
- (b) Dish washing shall be carried out within the kitchen in the Premises.
- (c) Placement of tables and chairs on the five-foot way or the pavement shall not be allowed.
- (d) You shall seek our prior written consent for subletting any built-in stalls in the Premises. You shall ensure that the stallholders have obtained the necessary licences under the Environmental Public Health Act or any law, bye-laws or rules to operate the stalls. You shall at all times comply with the provisions of the Environmental Public Health Act Chapter 95 and its regulations including any amendments thereto.
- (e) Where the Premises is installed with gas pipes, you shall engage a licensed gas service worker to install all gas pipeswork up to all usage points, and the associated safety devices and equipment if required.
- (f) At the end of the Tenancy, by expiry or otherwise, you shall be ensure that all stallholders vacate the Premises before returning the Premises to us.
- (g) You shall at all times and at your own cost and expense maintain, inspect and upkeep the electrical system at the eating house and if necessary to appoint a Licensed Electrical Worker (LEW) of the correct and appropriate grade to apply for or renew the annual licence to operate the electrical system subject to compliance with the law, bye-laws, rules and regulations of the Public Utilities Board (PUB) and / or the relevant governmental/statutory authorities and the our approval and satisfaction.
- (h) You shall be responsible for the safe and efficient disposal of all waste derived from the Premises at your own cost.
- (i) You shall ensure that all waste water generated from the activities at the Premises shall be directed to the grease/oil interceptor for treatment to comply with the standards as stipulated in relevant regulation before discharging into the public sewer.

- (j) You shall, at all times, minimally open for business from Monday to Saturday, 7am to 8pm, unless otherwise approved by us. You are strongly encouraged to open for business beyond the stipulated timings by us.
- (k) You are required to provide good variety of Food and Beverage offerings, with the mandatory provision of Chinese economy rice, Halal cuisine and Indian cuisine, unless otherwise expressly agreed in writing by us.
- (l) You are required to offer affordable meal (defined as a serving portion enough to feed a single adult during lunch and does not include drinks) capped at \$4.00 for every food stall. We reserve the right to request for changes to the stipulated amount for affordable meals from time to time.
- (m) You are required to adopt e-payment solutions, including but not limited to Singapore Quick Response Code (SGQR) at each stall within the Premises.
- (n) You shall ensure that all the roller grilles or doors of the Premises shall be kept in open position during business hours.
- (o) We will not be responsible for any damages to or loss of any things placed in the Premises.

B5. [Not Used.]

B6. Maintenance of the Premises

- (a) Without affecting the generality of the provisions in the Standard Terms, and in addition thereto -
 - (a1) You must, at all times, maintain and keep the Premises, and all items serving the Premises, in good and tenable repair and condition, including the following:
 - (a1.1) [Not Used.]
 - (a1.2) Walls (both internal and external facing), columns and beams within the Premises;
 - (a1.3) [Not Used.]; and
 - (a1.4) Grease interceptor and the service pipes leading to the grease interceptor (irrespective of whether these are located within or outside the Premises) serving the Premises.
 - (a2) You must, at all times, repair and maintain items serving the Premises, including the following:
 - (a2.1) All fixtures and fittings within the Premises, including doors, grilles, roller shutters, furnishings, flooring, window and window frames, stalls, toilets and JTC's fixtures and fittings installed therein;
 - (a2.2) Kitchen exhaust hoods within the Premises; and
 - (a2.3) All pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, lightning conductors, and all other conducting media that is located in the Premises.
 - (a3) You must, at all times, repair (except for structural repairs due to fair wear and tear) and maintain all items serving the Premises, including the following:
 - (a3.1) Exhaust system within the Premises, such as exhaust fans and exhaust ducts (irrespective of whether these are located within or outside the Premises);

- (a3.2) Gas pipe after the main gas meter (irrespective of whether these are located within or outside the Premises); and
 - (a3.3) Ceiling boards located within the Premises.
- (b) You must take all precautions and measures to ensure that any damage, defect or dilapidation which has been or at any time shall be occasioned by fair wear and tear shall not give rise to or cause or contribute to any substantial damage to the Premises. For the avoidance of doubt, the Premises shall be kept in good repair and condition at all times, subject to our satisfaction.
- (c) You must –
 - (c1) carry out maintenance of the grease interceptor and the service pipes leading to the grease interceptor (irrespective of whether these are located within or outside the Premises) every 3 months;
 - (c2) conduct regular checks to ensure that the grease interceptor is in good condition, secure and do not pose any health risk or safety hazard to the public;
 - (c3) engage a competent professional to carry out the maintenance works;
 - (c4) keep proper records of the servicing reports; and
 - (c5) produce such records for our checks and verification from time to time, upon receipt of our request.
- (d) You must –
 - (d1) maintain the kitchen exhaust system in accordance with all relevant codes and standards in Singapore;
 - (d2) ensure that the entire (exterior and interior) exhaust duct and kitchen hood are to be degreased and cleaned at least once every 12 months;
 - (d3) engage a competent professional to carry out the maintenance works;
 - (d4) keep proper records of the servicing reports; and
 - (d5) produce such records for our checks and verification from time to time, upon receipt of our request.
- (e) You must, at all times, keep the Premises free from termite infestation, vermin and other pests, and for this purpose, you must engage a competent pest control contractor to carry out regular fumigation and such other services as may be required by JTC.
- (f) You must, at all times, keep the Premises clean, tidy and clear of all rubbish.
- (g) You must immediately make good to our satisfaction, all damage caused to the Premises (including all building and structure and all fixtures and fittings installed therein by us) by you or Your Authorised Person.

B7. **Parking and Movement of Goods**

- (a) You must ensure that all your vehicles, and Your Authorised Person's vehicles, are parked at designated car park and motorcycle lots, and not within the Premises or along the common area.
- (b) You must ensure that –
 - (b1) all delivery of goods and services to the Premises are only done at designated loading/unloading bay; and
 - (b2) Your Authorised Person does not cause any road congestion or obstruction along the roads at all times.

B8. **Tenant's Quality Proposal**

- (a) You must comply with the proposals set out by you in the Quality Proposal Enclosure attached to your Form of Tender, unless otherwise expressly agreed in writing by us. This includes providing the "**Price and Variety of Food and Beverage Offerings**" and "**Technology Deployment**" referred to in **Appendix 3** (Particulars of the Tenderer's Quality Proposal) comprised in the Tender Packet.
- (b) A copy of the Quality Proposal Enclosure submitted by you as part of your Form of Tender is attached.

B9. 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.

B10. You must ensure that no illicit or unsavoury activities unbecoming of the expected nature of activities in an industrial estate takes place at the Premises.

B11. *[Note to successful tenderer: Additional conditions may be inserted when the actual version is issued, depending on the successful tenderer's proposal in its Form of Tender.]*

B12. **Conditions of Tender**

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

- (a) Condition [3] (*Knowledge of Contents*)
- (b) Condition [5] (*Tentative Use of the Premises*)
- (c) Condition [18] (*Possession of the Premises*)
- (d) Condition [20] (*Default and Remedies*)
- (e) Condition [21] (*Debarment*)
- (f) Condition [26] (*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

Attachment (Part 4): Standard Terms

“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.

Attachment (Part 4): Standard Terms

- (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;

Attachment (Part 4): Standard Terms

- (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

Attachment (Part 4): Standard Terms

- 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:

Attachment (Part 4): Standard Terms

- (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.

Attachment (Part 4): Standard Terms

- 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
Enterprise Solutions Department
Industrial Properties Management Division 2
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Attention: Chui Hui Ting

Dear Sirs,

TENDER REFERENCE NO.: JTC/EPSP/PQT/1223

ACCEPTANCE FOR TENANCY OF JTC PREMISES AT 3024 UBI ROAD 3 #01-99 KAMPONG UBI INDUSTRIAL ESTATE SINGAPORE 408652 ("PREMISES")

1. We refer to your letter dated «date» ("Letter"), together with the Attachment, relating to the tenancy of the Premises, and the Conditions of Tender referred to in the Letter. As required –
 - (a) We hereby confirm our acceptance of all the terms and conditions of the Letter; and
 - (b) We forward -
 - (b1) copy of the payment advice, evidencing payment of the Rent and other amounts required under the Letter; and
 - (b2) all other documents required under the Letter, namely *[Note to successful tenderer: details to be inserted when the actual version is issued.]*
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.
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.: