

TENDER NO: **NAFA/GA/00023**



UEN Registration No.: 201006523 M
Edutrust Cert No.: EDU-2-2020 (Validity: 16/10/2023 – 15/10/2027)

**TENDER FOR THE LEASE, FIT-OUT AND OPERATION
OF CAMPUS F&B KIOSK AT CAMPUS 3 OF NANYANG
ACADEMY OF FINE ARTS**

INVITATION TO TENDER

1. Nanyang Academy of Fine Arts (“NAFA”) invites tenders from suitably qualified and experienced operator (“Operator”) for the lease, fit-out, operation and management of the Campus Food & Beverage (“F&B”) Kiosk in NAFA Campus 3.
2. The Operator is required to complete and submit the following documents with password protection to nafatender@nafa.edu.sg before the closing date of tender:
 - Operator’s Offer (FORM A)
 - Operator’s Profile (FORM B)
 - Business Proposal & Concept: menu, pricing, service model, sustainability initiatives, discounts for staff/students and collaboration proposals with NAFA etc (FORM C-other form of presentation may be proposed)
 - Operator’s Proposal – Equipment Specifications (FORM D)
 - Major Projects completed by Operator’s Company within the 3 years (FORM E)
 - Profile of Operator’s Project Team (FORM F)
3. The closing date for submission of tender is 20 Apr 2026 (Monday), 2.00pm.
4. Tender submitted will be posted in <https://www.nafa.edu.sg/contact-us/tenders>

TENDER GUIDELINES

1. SUBMISSION OF TENDER

- 1.1 The operator shall complete and sign the Tender's Offer and complete all parts of this Tender Document required to be completed by an operator.
- 1.2 The following for your strict compliance:
 - a) Tender submissions will be accepted for evaluation via email. Hardcopies of the tenders will not be accepted.
 - b) Please submit your tender with **password protected** to nafatender@nafa.edu.sg before the closing date/time.
 - c) Please **do not** submit the password to NAFA **before** the closing date/time.
 - d) Password will only be submitted upon request by NAFA **after** the closing date/time.
 - e) Please send in at least half an hour earlier to cater for transmission time.
 - f) Max file size for attachment is **100MB** only. If the file is too big, please zip the files or use file sharing like OneDrive, Dropbox.

The above measures taken are to ensure the confidentiality of your tender before the closing date/time. NAFA will not be responsible if the above are not complied.

- 1.3 All expenses incurred in the preparation of this tender shall be borne by the Operator.

2. GOODS AND SERVICES TAX (GST)

- 2.1 The operator shall not include any Goods and Services Tax (GST) in the Price Schedule of Tender's Offer.
- 2.2 The operator shall declare his GST status in his tender. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to NAFA.
- 2.3 If the Operator is a taxable person under the Singapore GST Act, NAFA will pay the Operator, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this tender.
- 2.4 An Operator who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the tender shall forthwith inform NAFA of his change in GST status. He shall be entitled to claim from NAFA any GST charged on the supply of the Goods or Services made by him after his change in GST status.

3. QUERIES

- 3.1 Any queries in respect of this Tender Document or any matter related thereto may be submitted in writing to nafatender@nafa.edu.sg (Attn: Xavier Tan/Lim Geok Peng) before **15 Apr 2026 (Wednesday), 2.00pm**.
- 3.2 NAFA reserves the absolute right not to entertain or respond to any query, which, in the NAFA's opinion, is inappropriate or improper.

- 3.3 On submitting his tender, the Operator shall be deemed to have examined this Tender Document and site conditions and satisfied himself with regard to any query on this Tender Document.

4 PRESENTATION

- 4.1 The Operator shall, on the request of NAFA, make a presentation on such aspects of his tender as may be required by NAFA.

5. VALIDITY PERIOD

- 5.1 Tenders submitted shall remain valid for acceptance for a period of **120 days** commencing on the closing date. This validity period may be extended by mutual consent in writing of NAFA and the Operator.

6. AWARD

- 6.1 NAFA shall be under no obligation to accept the highest or any tender.
- 6.2 NAFA shall normally not enter into correspondence with any operator regarding the reasons for non-acceptance of a tender.
- 6.3 NAFA reserves the right to accept portion of each tender as NAFA may decide.
- 6.4 The Letter of Acceptance issued by NAFA shall create a binding contract on the part of the operator to supply to NAFA the goods and/or services offered in the tender.
- 6.5 NAFA may at its discretion require the operator to sign a written agreement (see sample A).

7. DEBARMENT

- 7.1 NAFA reserves the right to debar operator from participating in future NAFA tenders if they withdraw after the closing date.

8. VARIATIONS

- 8.1 NAFA reserves the right to negotiate with the operator, where exceptional circumstances so necessitate, to vary any provision or part of this Tender Document without reference to any other party. Any such variation shall be subject to the mutual consent in writing of NAFA and the Operator.

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Tender Specifications for the lease, fit-out and operation of campus F&B Kiosk (Specialty Coffee / Beverage / Light Snacks) at Campus 3 at Nanyang Academy of Fine Arts (NAFA)

1. Introduction

- Nanyang Academy of Fine Arts (NAFA) invites tenders for the lease, fit-out and operation of Campus F&B kiosk, serving coffee-based drinks, non-coffee beverages, cakes, and light snacks within the NAFA campus.
- The selected operator shall design, furnish, and operate the space in accordance with the terms and conditions outlined in this document.
- The concept is intended to support high-volume, takeaway-oriented beverage service, with efficient operations and consistent quality.

2. Scope of Services

- Set up and operate a Campus F&B kiosk within the designated area.
- Provide a menu focused on coffee-based beverages (e.g. espresso drinks), tea-based beverages, and other non-alcoholic drinks with optional light snacks such as cakes and pastries.
- Ensure fast service turnaround suitable for peak student traffic.
- Maintain cleanliness, hygiene, and compliance with all regulatory requirements at all times.
- Manage staffing, equipment, customer service, and daily operations.

3. Location & Area

- The allocated Campus F&B Kiosk will be located at campus 3, 151 Bencoolen Street S(189656) within NAFA premises.
- Approximate area size: 195 square feet.
- The Premises is provided strictly on an 'as-is, where-is' basis, without any exhaust system, grease ducting, flue, or gas supply.
- The operator shall be responsible for renovation and fitting-out works, subject to NAFA's approval and relevant authorities where applicable.
- Operator shall be deemed to have inspected the premises and to have satisfied themselves as to its suitability prior to submission of tender.
- The Temporary Occupation Permit (TOP) is expected to be in or around May 2026, subject to confirmation by the relevant authorities.

4. Operator Requirements

- Must be a registered business entity in Singapore.
- Proven experience in operating branded or multi-outlet coffee and/or beverage concepts.
- Demonstrated ability to manage high-volume daily transactions efficiently.
- Submission of company profile, track record, financial statements (past 2 years), and detailed business proposal.

5. Operating Hours

- Standard operating hours: Monday to Sunday, 7:00 AM – 11:00 PM (excluding Public Holidays).
- Extended hours may be required during special events, open houses, or peak periods, subject to NAFA's request.
- Any deviation from operating hours must be approved by NAFA.

6. Permits and Licenses

- The successful operator shall obtain and maintain, at all times, the following (including but not limited to):
 - Singapore Food Agency (SFA) Food Shop License.
 - NEA Food Handler Hygiene Certification.
 - Fire Safety Certificate (SCDF) for Campus F&B Kiosk layout and electrical installations.
 - Any other licenses required by local authorities for café and beverage operations.

7. Use of Space

7.1 Permitted Activities

- Preparation and sale of coffee-based beverages using espresso machines and related equipment.
- Preparation and sale of tea-based and other non-alcoholic beverages.
- Sale of cakes, pastries, and light snacks (no heavy cooking).
- Display of menus, digital ordering systems, branding elements, and small décor items (subject to NAFA's approval).

7.2 Prohibited Activities

- Use of gas stoves or cooking methods that generate excessive smoke, grease, or strong odours.
- On-site preparation of full meals or heavy cooking.
- Subletting, assignment, or sharing of the Campus F&B Kiosk with third parties.
- Activities that disrupt academic operations, create excessive noise, or pose safety risks.

8. Renovation & Fitting-Out Works

- All renovation and fitting-out works must be submitted to NAFA for prior written approval.
- Works must comply with building regulations, fire safety requirements, and NAFA's campus guidelines.
- The operator shall bear all costs relating to renovation, furnishing, and equipment installation for the Campus F&B Kiosk.
- Upon expiry or earlier termination, the Operator shall reinstate the Premises to its original condition at its own cost, unless otherwise directed by NAFA in writing.

9. Utilities and Equipment

- Utilities (electricity and water) will be chargeable based on consumption.
- The operator is encouraged to use energy-efficient and environmentally friendly equipment.
- All equipment must comply with safety standards and be properly maintained.

10. Hygiene & Safety

- The operator is responsible for maintaining cleanliness and hygiene of the Campus F&B Kiosk and immediate surrounding areas at all times.
- Full compliance with SFA and NEA hygiene standards is required.
- Regular pest control must be conducted by licensed service providers.
- All food handlers must possess valid hygiene certification.

11. Rental Terms

- The successful operator shall be granted a rent-free period of two (2) months at the commencement of the lease term to facilitate fit-out and preparation.
- Lease period: Initial term of three (3) years with an option to renew for a further three (3) years, subject to satisfactory performance and mutual agreement.
- Security deposit: equivalent to three (3) months' rent.
- All rentals are exclusive of GST and inclusive of Service and Conservancy Charges (SCC), excluding actual utilities consumption.

11.1 Staggered Rental Template

- The operator shall complete the table below with their proposed monthly rental, inclusive of Service and Conservancy Charges (SCC). Rates are exclusive of GST.

Term	Year	Proposed Monthly Rental (SGD)	Notes / Comments
Initial Term	1	_____	_____
Initial Term	2	_____	_____
Initial Term	3	_____	_____

- Renewal Term (Optional Next 3 Years):
 - Year 4 to Year 6 rental shall be subject to prevailing market rates, to be mutually agreed between NAFA and the operator 6 months prior to commencement of the renewal term.
 - NAFA reserves the right to review and adjust the rental based on market benchmarks, campus considerations, and past performance of the operator.
 - All rentals quoted shall be exclusive of GST.

11.2 Service and Conservancy Charges

- The monthly rental shall be inclusive of all service and conservancy charges (SCC).
- The rental rates quoted by the operator should therefore cover common area maintenance, waste management and security. SCC excludes actual electricity and water consumption, which shall be separately metered and charged based on usage.

12. Insurance

- Public liability insurance with a minimum coverage of \$3 million.
- Work Injury Compensation Insurance for all employees.

13. Performance Evaluation

- NAFA will conduct periodic reviews based on service quality, hygiene standards, pricing, and user feedback.
- Failure to meet required standards may result in warnings, penalties, or termination.
- Operator to submit its sales monthly report to NAFA.

14. Termination

- NAFA reserves the right to terminate the contract by written notice in the event of:
 - Breach of contract terms.
 - Failure to maintain hygiene or service standards.
 - Non-compliance with regulatory requirements.
- The operator shall be given fourteen (14) calendar days to rectify any breach upon written notice.

- NAFA may terminate the contract immediately if the breach is serious and impacts safety, legality, or NAFA's reputation.

15. Submission Requirements

- Company profile and financial statements (past 2 years).
- Business proposal including concept, menu, pricing, and operational model.
- Technical proposal – to include equipment specifications, power requirements, and workflow layout.
- Proposed renovation and fitting-out drawings (layout plans, elevations, and M&E requirements).
- Proof of similar past projects or experience.
- Proposed rental offer.

16. Evaluation Criteria

- Suitability of business concept and operational model.
- Experience and track record in specialty coffee or beverage operations.
- Financial strength and sustainability.
- Rental proposal and value-added offerings.
- Compliance with technical, regulatory, and operational requirements.

17. Site Visit (attendance is compulsory)

- A compulsory site briefing will be held on: 6 Apr 2026 (Monday), 10.00am. Please register with nafatender@nafa.edu.sg latest by 4 Apr 2026.

18. Other Conditions

- Operator shall offer a discount of % to NAFA staff and % to NAFA students upon presentation of valid NAFA identification.
- Pricing must be reasonable and affordable for a student-centric environment.
- All signage, branding elements, and digital displays are subject to NAFA's approval.
- Use of environmentally sustainable materials and practices is encouraged.

19. Collaboration with NAFA (Arts & Campus Engagement)

- As NAFA is an arts institution, the successful operator shall be required to collaborate with NAFA to enhance the Campus F&B Kiosk and/or user experience through artistic, creative, or community-based initiatives.
- Such collaboration may include (but is not limited to):
 - Showcasing student or alumni artworks (e.g., wall displays, digital screens, installations).
 - Co-creating limited-time visual themes, packaging, or in-store displays in consultation with NAFA.
 - Supporting NAFA events, exhibitions, open houses, or student-led initiatives through agreed activations.
- The nature, scope, and frequency of collaborations shall be mutually discussed and agreed between NAFA and the operator and shall be subject to NAFA's approval.
- Collaboration activities shall not interfere with daily operations, safety, or academic activities.

20. Standard Legal & Administrative Clauses

20.1 Conflict of Interest

- The operator shall declare that they have no actual or potential conflict of interest with NAFA, its staff, or students.
- NAFA reserves the right to reject any tender or terminate the contract if a conflict of interest is discovered at any stage.

20.2 Compliance with Laws and Policies

The operator shall comply with all applicable laws, regulations, codes of practice, and NAFA policies in force in Singapore, including employment, workplace safety, food safety, and data protection requirements.

20.3 Data Protection

- The operator shall comply fully with the Personal Data Protection Act 2012 (PDPA) of Singapore.
- Personal data collected within the Campus F&B kiosk shall be used strictly for operational purposes and shall not be disclosed or used for marketing or analytics without NAFA's prior written consent.

20.4 Intellectual Property & Publicity

- All intellectual property rights in student, alumni, or NAFA-related artworks, designs, and materials shall remain with their respective owners.
- The operator shall not use NAFA's name, logo, crest, or images of the premises for publicity or promotional purposes without prior written approval from NAFA.
- No partnership, endorsement, joint venture, or agency relationship shall be implied.

20.5 Assignment & Change of Control

The operator shall not assign, novate, transfer, or subcontract the contract, nor undergo any change of ownership or control, without NAFA's prior written consent.

20.6 Force Majeure

Neither party shall be liable for failure or delay in performance due to events beyond reasonable control, including acts of God, fire, pandemics, labour disputes, or government restrictions.

20.7 Reinstatement upon Expiry or Termination

Upon expiry or termination, the operator shall vacate the Campus F&B kiosk, remove all equipment, fittings, and branding, and reinstate the premises to its original condition at its own cost, unless otherwise agreed in writing by NAFA.

20.8 Governing Law

This tender and any resulting agreement shall be governed by and construed in accordance with the laws of Singapore.

20.9 Confidentiality

All information provided by an Operator in connection with this tender, including but not limited to business proposals, pricing, financial information, technical specifications, layouts, and commercial terms, shall be treated as confidential by NAFA and used solely for the purpose of evaluating the tender, unless disclosure is required by law, audit, or regulatory authority.

20.10 Return of Documents

NAFA shall not be obliged to return any tender documents or materials submitted by Operators.

20.11 Non-Disclosure by Operators

Operators shall not disclose any information relating to this tender process without NAFA's prior written consent.

20.12 Cost and Risk Disclaimer

All costs, expenses, and liabilities incurred by an Operator in the preparation and submission of its tender shall be borne solely by the Operator. NAFA shall not be liable for any loss, damage, cost, or expense incurred by any Operator arising from or in connection with this tender.

Prepared by: Nanyang Academy of Fine Arts (NAFA) Date: 1 Apr 2026

Acknowledgement and Signature of Operator

I/We hereby acknowledge receipt of this tender and confirm that the information provided in our submission is accurate, and we agree to abide by the terms and conditions set forth herein.

- **Name of Operator / Authorized Signatory:** _____

- **Designation:** _____

- **Company / Business Name:** _____

- **Signature:** _____

- **Date:** _____

To:

Nanyang Academy of Fine Arts
80 Bencoolen Street
Singapore 189655

Tender No: NAFA/GA/00023

Name of Operator: _____

Operator Address & Telephone No.:

OPERATOR'S OFFER

1. We, _____ (name in block letters), hereby offer and undertake, upon acceptance of this tender, to design, fit out, equip, operate and maintain the Campus F&B Kiosk, in accordance with the Specifications & Requirements, and subject to the Instructions to Operators and Conditions of Contract.
2. We confirm that we have examined and understood all tender documents and have taken into account all requirements, obligations, site conditions, and constraints in submitting this offer.
3. Our tender is submitted subject to the Conditions of Tender, and we agree that this tender shall remain open for acceptance for a period of one hundred and twenty (120) days commencing from the closing date for submission of tenders, being **20 Apr 2026 (Monday) at 2.00 p.m.**
4. We confirm that our offer is submitted without qualification, reservation, or deviation, unless otherwise expressly stated in our tender submission.
5. We understand that NAFA is not bound to accept the highest or any tender received and reserves the right to accept this tender in whole or in part in accordance with the Tender Guidelines.
6. Unless and until a formal agreement is executed, as may be required by NAFA, this offer, together with any authorised variations and NAFA's written acceptance, shall constitute a binding agreement between us.
7. We agree that, if requested by NAFA, we shall extend the validity of this offer for one or more periods, not exceeding in total **120 days**.
8. Our proposed monthly rental and commercial offer (hereinafter referred to as the "Contract Price") for the Campus F&B Kiosk is detailed in the rental table below:

Year	Proposed Monthly Rental (SGD)	Discount to NAFA Staff (%)	Discount to NAFA Students (%)	Optional notes/Value added Offerings
1				
2				
3				

9. We further undertake to provide any additional information or clarification that NAFA may reasonably require for the purpose of evaluating this tender.

Dated this _____ day of _____, 2026.

Operator's Company / Business Registration No.: _____

Authorised Signature: _____

Name: _____

Designation: _____

Telephone / Handphone No.: _____

Email: _____

OPERATOR'S PROFILE		FORM B
Company's Name:		
Address:		
Country of Incorporation:		
Year of Establishment:		
Ownership:		
EPPU/BCA/NPA No. (State Financial Category)		
GST Registration No.		
Total Paid-up Capital:		
<p><i>Please attach copy of the following:</i></p> <ul style="list-style-type: none"> • <i>Organisation Chart</i> • <i>Latest Audited Balance Sheet and P&L Statement</i> • <i>List of Reference Customers</i> 		

OPERATOR'S BUSINESS PROPOSAL AND CONCEPT	FORM C

MAJOR PROJECTS COMPLETED BY OPERATOR'S COMPANY WITHIN THE LAST 3 YEARS					FORM E
<i>Govt Bodies/Stat Boards/Other Clients</i>	<i>Title</i>	<i>Description of Project</i>	<i>Contract Value</i>	<i>Start Date</i>	<i>End Date</i>

PROFILE OF OPERATOR'S PROJECT TEAM					FORM F
(Please complete below and state clearly the qualifications and experience of the staff in your team who would be assigned to this project, if awarded.)					
<i>Name</i>	<i>Designation</i>	<i>Yrs of experience</i>	<i>Qualification</i>	<i>Experience(Past & current projects)</i>	<i>Awards</i>

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1. General Specifications

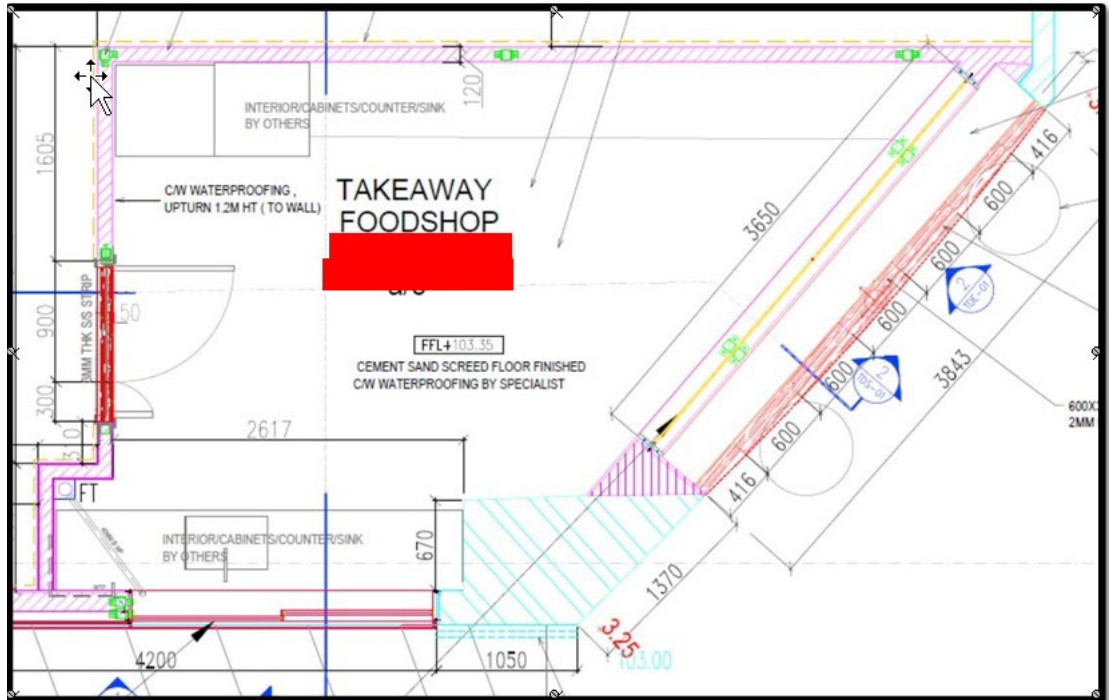
Centralised Air-Conditioning	
Operating Hours	7.00 AM to 11.00 PM (7 days per week)
Ancillary Air Conditioning	Not Permitted
Electrical Power Provision	
Capacity	Maximum 40A , 3 Phase
Water Supply and Drainage	
Water Point	Point provided on High Ceiling
Floor Trap	100mm
Gas Supply	
Availability	No gas supply
Exhaust System	
Ducting	Not Available
Exhaust Capacity	NIL
Fire Protection System	
Type	Building Fire Protection System with Sprinklers
Cooking Requirements	
Cooking Methods	Only induction cooking is allowed. Deep frying is not permitted
Grease Trap	
Availability	Not Available; daily collection of used oil is required

2. Site Plan

NAFA CAMPUS 3 – 151 Bencoolen Street (S)189656



3. Layout Plan



TENANCY AGREEMENT

THIS AGREEMENT is made on the **day of** **2026,** **by**
and between:

1 Name: **NANYANG ACADEMY OF FINE ARTS**
Registered Address: 80 Bencoolen Street Singapore 189655
UEN: 201006523M (“**the Landlord**”)

Name:
Registered Address:

WITNESSETH as follow:-

1. INTERPRETATION

1.1 In this Lease unless the contrary intention appears: -

“Common Area” includes such common parts and facilities of the Building (exclude the area within the Premises) as may be prescribed by the Landlord from time to time for the non-exclusive common use of the tenants, tenants’ operators, licensees, invites and occupants of the building, in common with the Landlord, provided always that the Landlord may at any time and from time to time reduce or enlarge or in any other way alter Common Areas as the Landlord in its absolute discretion deems fit;

“Deposit” means the sum deposited by the tenant with the Landlord;

“Landlord” includes the Landlord’s successors in title and permitted assigns and any other person who is at any time entitled to the reversion immediately expectant on the determination of this Lease;

“Month” means calendar month;

“Rent” means the Rent for the Month inclusive of service and conservancy charges and subject to the prevailing GST (if the Landlord is a GST registered company) payable by the Tenant to the Landlord during the Term;

“Tenant” includes the Tenant’s successors in title and permitted assigns;

“Term” means the duration of this Lease; and

“Year” shall mean every period of twelve (12) Months calculated from the commencement of the Term.

Landlord	Tenant
<i>(Please initial)</i>	

Words importing the singular number only include the plural number and vice versa;

Words importing one gender import any other gender; and

Where there are two or more persons included in the definitions “the Landlord” and/or “the Tenant” all covenants, agreements, undertakings, terms and provisions hereof shall be deemed to be made or given and be binding on them jointly and severally and notice given to any one of them is notice to all.

- 1.2 In any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease, the restriction shall be deemed to include the obligation on the Tenant not to permit or allow the infringement of the restriction by any of the Tenant’s occupiers.
- 1.3 Reference in this Lease to any statutes or statutory instruments shall include and refer to any statutes or statutory instruments amending, consolidating or replacing them respectively from time to time and for the time being in force.

2. DEMISE OF PREMISES AND TERM OF LEASE

The Landlord HEREBY DEMISES unto the Tenant the **PREMISES** located at **xxx** delineated in red on the plan annexed hereto as **Schedule I** (hereinafter called “the premises”), which premises are located within the building known as **151 Bencoolen Street, Singapore 189656** (hereinafter called the “**Building**”) for the term of **three (3) years from xxx to xxx** (the “**Term**”), YIELDING AND PAYING THEFEFORE unto the Landlord during the said Term the monthly Rent (inclusive of the service and conservancy charges) at the rate and to be paid as provided in **Schedule II** hereto.

3. RENT

3.1 Rent (inclusive of Service & Conservancy Charges)

During the Term, the Tenant shall pay to the Landlord the Rent (inclusive of service & conservancy charges) in advance before the 1st day of each Month, and proportionately for any period of less than a Month, the first of such payment to be made on or before the first day of the Term without any demand, deductions or set-off.

3.2 The monthly Rent shall be as follows:

- a. First year : _____
- b. Second year : _____
- c. Third year : _____

3.3 The first payment of Rent of xxx for the period from xxx to xxx shall be paid upon execution of this Agreement.

Landlord	Tenant
<i>(Please initial)</i>	

- 3.4 Subsequent payment of monthly Rent shall be payable monthly in advance on the 1st day of each and every month of the tenancy hereby created without any demand, deductions or set-off.
- 3.5 PROVIDED THAT if the Tenant shall fail to pay the Landlord the said monthly Rent and other charges at the time and in the manner aforesaid, the Tenant shall pay to the Landlord interest at a rate of eight percent (8%) per annum or such other rate or rates as may be prescribed by the Landlord from time to time. Such interest shall be calculated on a daily basis in respect of any outstanding amount payable under this Tenancy Agreement from the time payment is due until full payment is made.
- 3.6 The monthly payment shall be paid by GIRO.

4. TENANT'S COVENANTS

The Tenant HEREBY COVENANTS with the Landlord as follows:-

4.1. Goods and Services Tax (“GST”)

- 4.2. To pay the Goods and Services Tax (GST) and any present or future rates, taxes or assessment, impositions, levy or outgoings imposed upon or in respect of all sums payable by the Tenant to the Landlord under this Tenancy Agreement.

4.3. Deposit

4.3.1. To pay on execution of this Agreement a sum of xxx (“**Deposit**”) which is **equivalent to three months’ of the third year’s Rent** as security for the due performance and observance by the Tenant of all and singular the several covenants, conditions, stipulations and agreements on the part of the Tenant herein contained and which Deposit shall be maintained at the same amount throughout the Term hereby created.

4.3.2. If the Tenant shall fail to perform and observe the said covenants, conditions, stipulations and agreements, the Landlord may (but without prejudice to any right or remedy available to the Landlord under this Agreement or general law) from time to time during the Term and at any time on the expiry of fourteen (14) days’ written notice to the Tenant, deduct from the Deposit such sum as may be reasonable to make good any failure by the Tenant in observing and performing his covenants, conditions, stipulations and agreements contained in this Agreement and the Tenant shall forthwith pay such sum to make up the shortfall in the Deposit upon receipt of the Landlord’s notice to that effect.

4.3.3. PROVIDED ALWAYS that if the Tenant shall duly perform and observe all the said covenants, conditions, stipulations and agreements during the whole Term of the tenancy herein, the Landlord shall at the expiration of the Term of the tenancy, repay the Deposit without interest to the Tenant

Landlord	Tenant
<i>(Please initial)</i>	

within three (3) months after the Tenant shall have duly delivered to the Landlord vacant possession of the premises, less any sum required to rectify any defect or damage in the premises, or any loss or damage arising from the Tenant's breach.

4.3.4. The Deposit shall be paid

4.3.4.1. by cash /cheque or

4.3.4.2. by way of a banker's guarantee (the "**Guarantee**") in the form provided in **Schedule III** to this Agreement or cash, both of which shall be maintained throughout the Term and shall not without the prior written consent of the Landlord be treated as payment of Rent.

4.3.5. In the event that the Landlord sells, assigns or transfers the premises before the expiration or earlier determination of the Term, the Tenant agrees that the Landlord may transfer the Deposit (or such lesser amount thereof as shall remain with the Landlord after the deductions made under **sub-clause 4.3.2** above) to the purchaser assignee or transferee as the new landlord and the Tenant hereby confirm that the Landlord shall upon such transfer of the Deposit be released from all obligations to the Tenant in respect of the Deposit.

4.4. Utility

To apply to SP Supply or another open electricity market (OEM) retailer that the existing physical infrastructure of the building can support. Tenant must bear all costs and expenses incurred in procuring electricity from the shortlisted OEM retailer or any change of OEM retailer, including but not limited to payment to the appropriate authorities or corporations for the installations and testing of all or any utilities meter(s) or sub-meter(s) at the premises and to pay all charges imposed in respect of the installation, testing and supply of any equipment or appliances or lines. The Tenant shall pay all charges, including any tax payable thereon, for the supply of water, electricity, gas and any water borne sewerage system, installed or used at the premises.

4.5. Permitted Use of the Premises

4.5.1. To use and occupy the premises only for the purposes of a café/food and beverage outlet under the name and style of "xxx" and no other purposes and to obtain all licences permission or approval required by the competent authorities at the Tenant's own cost. Pending such approval or if approval be refused, the Tenant shall not be entitled to any refund of any payments in whatsoever form made to the Landlord.

4.5.2. No heaving cooking at the premises. Cooking (strictly for the purposes of the Tenant's business at the premises only) is allowed on the undertaking by the Tenant to:-

- a. take all necessary steps to ensure that all smells/odours from the kitchen are contained within the premises;

Landlord	Tenant
<i>(Please initial)</i>	

- b. ensure that all cooking smells/odours produced within the kitchen be treated with an air cleaning system approved by the Landlord;
- c. maintain the air-cleaning system on a regular basis or as reasonably required by the Landlord; and
- d. submit the requisite certification issued by a professional engineer commissioned to carry out the design and layout of all M&E works, including the exhaust systems.

4.5.3. To operate and carry on its business between the hours of 7.00am to 11.00pm daily from Monday to Sunday unless the Landlord consents otherwise in writing and if such consent is granted it shall be given on such terms and conditions as the Landlord may in its entire and unfettered discretion deem fit to impose.

4.6. Sale of Drinks and Confectionaries

4.6.1. Not to use the premises for the manufacture storage or sale of intoxicating liquors without first having the written consent of the Landlord (whose consent may be withheld without assigning any reason) and further without having obtained all licences permission or approval from the relevant authorities and to comply with all terms and conditions for such licence permission or approval and any terms and conditions which the Landlord may deem fit to impose.

4.6.2. Not to sell or allow the sale of any cigarettes, cigars or tobacco on the premises.

4.7. Use of Common Area

4.7.1. Not to occupy or use any part of the Building (other than the premises) or the common areas. All business operations and activities shall be confined within the premises unless the Landlord consents otherwise in writing and if such consent is granted it shall be given on such terms and conditions as the Landlord may in its entire and unfettered discretion deem fit to impose or if such consent is granted, the Landlord may subsequently withdraw or revoke its consent in whole or in part.

4.7.2. Not to cause or allow any obstruction in the common stairways, landings, passageways and other common parts of the Building and to share the responsibility of cleaning such common parts or parts of the Building with the tenants or occupiers or uses of adjacent premises as instructed verbally or in writing by the Landlord or by its duly authorised officers or agents.

4.7.3. Not to cause or permit any obstruction in or on the approaches public or private roads adjacent to or leading to the premises or the Building.

Landlord	Tenant
<i>(Please initial)</i>	

4.8. Mode of Business

4.8.1. Where applicable to conduct business under the style of a café/food and beverage outlet and not to convert it to any other mode of business without first obtaining the consent of the Landlord in writing and if such consent is granted it shall be given on such terms and conditions as the Landlord may in its entire and unfettered discretion deem fit to impose.

4.9. Employment of Staff

4.9.1. To employ staff of good repute and behaviour and of sound health and at all times to ensure and provide efficient, prompt, polite and courteous service to all customers without discrimination whatsoever and to carry on its business in an honest and businesslike manner and to dismiss any staff at the request of the Landlord whenever the Landlord is satisfied that such staff member has been guilty of unbecoming behaviour and to ensure that all staff members are appropriately dressed and in conformity with the standards set by the Landlord.

4.9.2. Not to employ (whether for remuneration or otherwise) or allow to remain in or about the premises (whether temporary or otherwise) any immigration offender or foreign worker without any valid work permit or employment pass and the Tenant shall indemnify and keep the Landlord fully indemnified from and against all claims, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Landlord may suffer or incur arising out of the Tenant's failure to comply herewith.

4.9.3. To provide the Landlord upon request, for physical inspection, all immigration and employment documents, including but not limited to the passports of all non-local employees, the employment pass and/or work permits, proof of employment and to provide the Landlord with certified true copies of such documents.

4.9.4. In the event that the Tenant or his agent, employee or any person at the premises expressly or impliedly with the Tenant's authority, is charged by the relevant authority for employing or harbouring any immigration offender or foreign worker without valid work permit or employment pass it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine provided nothing herein contained shall prejudice any of the Landlord's rights under this Agreement including the rights of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

4.10. Subletting Assignment Amalgamation and Transfer of shares/ Premises

4.10.1. Not without the prior written consent of the Landlord:-

Landlord	Tenant
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- (i) transfer assign mortgage charge let license sub-let or part with legal or physical possession of the premises or any part thereof in whatsoever manner;
- (ii) effect any form of reconstruction howsoever brought about including any form of amalgamation or merger with or take-over by another company firm body or party;
- (iii) sell transfer assign exchange or allot any shares to any other company corporation firm or party;
- (iv) enter any agreement whether verbal or written with any person corporation firm or company where the effect of the said agreement will be a de facto sub-letting assignment licensing or parting with legal or physical possession of the premises or any part thereof to the person corporation firm or company; and
- (v) to notify the Landlord immediately of any change of shareholders or the value of shares held by the shareholders or of any reconstruction of the business of the Tenant.

4.11. Compliance With Statutes/ Regulations

4.11.1. During the Term of the tenancy to comply with all statutes, orders, regulations and by-laws of the Government or any competent authority affecting the premises or the Building.

4.11.2. Not to do or omit or suffer to be done or omitted any act matter or thing on the premises in respect of the business trade or industry carried out or conducted therein which may contravene the provisions of any laws rules or regulations now and hereafter affecting the same and at all times hereafter to indemnify and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any act matter or thing done or omitted to be done in contravention of the said provisions.

4.11.3. The Landlord and its duly authorised officers/ employees/ agents shall have the right at any time and from time to time to make amend cancel or suspend any rules and regulations in respect of the Building which in the opinion of the Landlord may from time to time be required for the management safety care or cleanliness of the Building or for the preservation of good order therein or for the convenience of tenants and all such rules and regulations shall bind the Tenant upon and from the date of which notice in writing thereof is given to him by the Landlord.

4.11.4. In all respects to comply at the Tenant's own expense with the provisions of any Act Ordinance By-Laws Rules Regulations and any other obligations, imposed by law upon either the Landlord or the Tenant in regard to the premises and to indemnify the Landlord from and against all actions proceedings costs expenses claims and demands which may be

Landlord	Tenant
<i>(Please initial)</i>	

brought made or incurred against or by the Landlord in consequence of such non-compliance as aforesaid.

4.11.5. Not to do or suffer anything to be done which will cause the Landlord and of which the Landlord will advise in writing to the Tenant to be in breach or non-observance of the Landlord's obligations pursuant to a head lease granted by the President of the Republic of Singapore to the Landlord in respect of the land on which the Building is sited and the Tenant shall keep the Landlord indemnified against all actions proceedings claims damages costs expenses or losses arising from the Tenant's failure to comply herewith.

4.12. Additions Alterations and Changes to Premises

4.12.1. Not to carry out suffer to be carried out or permit any partitioning renovations alterations additions or structural changes or improvements or other works (hereinafter known as the "works") whatsoever to or within the premises without first having obtained the consent in writing of the Landlord and the permission of all relevant competent authorities and to erect such works in accordance with the conditions set out in such consent and permission.

4.12.2. Not without the prior consent in writing of the Landlord to add to or in any way interfere with (other than for the purpose of complying with its obligations hereunder for the repair of the same) the electric wires cables switches junctions or points or the pipes taps and other apparatus installed in connection with the supply or use of electricity water or gas or the telephone installations in the premises.

4.12.3. To remove any structure alteration addition or annexure made to the premises without the prior approval in writing of the Landlord if so required by the Landlord and in such case to restore the premises in all respects to their former state.

4.12.4. To provide as and when required by the Landlord, a renovation deposit (the sum(s) of which is to be determined at the absolute and unfettered discretion of the Landlord). This renovation deposit may be determined by the Landlord to be necessary for putting the premises back to their original state as if the works had not been carried out and also for reinstatement of the premises or any part thereof rendered necessary in connection with and arising from the works as the Landlord in its opinion deems fit and to such an extent as it deems satisfactory. The balance, if any, of the renovation deposit shall be refunded to the Tenant without interest only upon the expiry of the tenancy.

4.13. Taps, Wash Basins etc.

To ensure that all washbasins, taps, sinks and other such water and sanitary apparatus within or exclusively serving the premises are clean and in good order

Landlord	Tenant
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and to make good all lost and damage items due to the improper use or negligence of the Tenant.

4.14. Air-Conditioning

To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, including the topping-up of gas and chemical cleaning (if required), installed at the premises, at least once every three (3) months at the expense of the Tenant and to keep them in good and tenantable repair and condition throughout the Term of this Agreement. A copy of the service contract shall be forwarded to the Landlord.

4.15. Frontage of Premises

Not to change or in any way vary the frontage of the premises and the entrance door provided or approved by the Landlord for the access to the premises, without first having obtained the written consent of the Landlord, such consent not to be unreasonably withheld.

4.16. Fixtures and Fittings

Not to install any fixtures or fittings in or upon the premises, which may be visible from the outside of the premises, except such items fixtures and fittings that are approved by the Landlord, such approval not to be unreasonably withheld.

4.17. Use of Escalators *(where applicable)*

Not to place or take into the escalators or passenger lifts any bulky baggage, parcels, sacks, trolleys or other goods or use them for delivery or disposal purposes

4.18. Tenantable Repair

4.18.1. To keep at all times the interior of the premises including flooring, interior plaster and other surface material and all the Landlord's fixtures and fittings in good and tenantable condition throughout the Term of this Agreement (fair wear and tear and damage by any act beyond the control of the Tenant excepted).

4.18.2. To give immediate notice to the Landlord of any accident or damage to the premises, fixtures and fittings or other facilities whatsoever provided by the Landlord and to pay immediately or to reimburse the Landlord for the cost of such repair or replacement save where such damage is caused by any act beyond the control of the Tenant.

4.19. Signs, Name Plates, Advertisements

4.19.1. Not to place or permit to be placed affixed or hung any article or thing within or outside any part of the premises in a manner which in the opinion

Landlord	Tenant
<i>(Please initial)</i>	

of the Landlord, may pose or create a hazard to or endanger any property or the occupiers of the neighbouring premises or the Building.

4.19.2. Not to erect exhibit paint affix use attach or install on the premises or the exterior thereof or on any window panel door or shutter any flag staff signboard advertisement poster notice shade sunscreen placard curtain device furnishing ornament or object or any other thing whatsoever without the prior consent in writing of the Landlord and where such consent is given, to remove any such flag staff signboard advertisement poster notice shade sunscreen placard curtain device furnishing ornament or object or any other thing whatsoever if so required by the Landlord where the same is considered offensive or prejudicial to the Landlord.

4.19.3. The Tenant shall at his own costs and expenses affix erect attach or extend at the place designated by the Landlord a signboard of such dimension or type as may be prescribed or approved by the Landlord indicating the name of the Tenant.

4.19.4. The Landlord shall be deemed to be authorised by the Tenant to put up on the premises a signboard or signboards in such form and in such manner and at such place or places as may be determined or prescribed by the Landlord and the Tenant shall not remove the said signboard or signboards without the prior written consent of the Landlord.

4.20. Television Antenna

Not to install or allow any person or persons to install any television antenna on the roof to or at the balcony or veranda or any part of the premises or the Building without first having obtained the consent in writing of the Landlord. Where the Landlord provides a common television antenna system, no consent to install any television antenna shall be given by the Landlord.

4.21. Loading of Floors

4.21.1. Not to permit or suffer any part of the floors of the premises to be overloaded and shall when required by the Landlord redistribute any load on any part of the floor of the premises in accordance with the directions and requirements of the Landlord, and in the interpretation and application of the provisions of this sub-clause the decision of the Landlord shall be final and binding on the Tenant.

4.21.2. Not to install or bring or allow to be installed or to move any safe heavy machinery equipment freight furniture or bulky matter of any kind (save typewriters and such other office equipment as are required for the Tenant's usage) into or out of the premises without the prior consent of the Landlord and relevant competent authorities, and in the event that such movement (whether with or without Landlord's consent) shall cause injury or damage to any person or property the Tenant shall indemnify and keep the Landlord indemnified against all claims in respect thereof and shall repay to the Landlord any amounts paid by the Landlord in

Landlord	Tenant
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connection with all claims arising from such injury or damage and shall pay for all costs incurred in repairing any damage caused to the premises or its appurtenances.

4.21.3. To make good to the Landlord's satisfaction any damage caused to any grassed area footpath drains or other part of the Landlord's property which is caused by any vehicle used in the movement of goods chattels or persons to or from the premises.

4.22. Maintenance & Management of Premises

4.22.1. To maintain the premises and all the Landlord's property within the premises (if any) at all times in what in the opinion of the Landlord is a businesslike and orderly manner and a clean hygienic and satisfactory condition and not to permit or suffer any sale by auction to be held at the premises.

4.22.2. To observe and conform to all regulations restrictions directions and instructions of the Landlord or its duly authorised officers, employees or agents for the proper maintenance and management of the premises as are notified orally or in writing by the Landlord or its duly authorised officers employees or agents to the Tenant from time to time.

4.22.3. To replace and/or repair, with the written approval of the Landlord any cracked or broken window pane panel wall roller shutter or any other shelter at the Tenant's own cost and expense provided that in the event of any default of the Tenant under this covenant, the Landlord may carry out such measures and works as it deems necessary and all cost and expenses incurred thereby shall forthwith be recoverable from the Tenant as debt owing to the Landlord.

4.22.4. To report forthwith to the Landlord any want of reparation of the structure internal or external of the premises.

4.22.5. To keep the whole of the premises in a clean proper and sanitary condition.

4.23. Refuse Disposal

4.23.1. To remove and to dispose of at the Tenant's own cost and expense all trash food or bulky waste matter refuse or rubbish whatsoever at the refuse dumping grounds as designated by the Landlord and/or the relevant authorities of Singapore.

4.23.2. Not to throw refuse rubbish scrap tin bottles boxes containers of any kind or any articles through any windows or door or any part of the premises but onto the proper bins and containers only.

4.23.3. To keep all waste and refuse produced on the premises out of sight of the public.

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4.23.4. To pay service charges for the collection of refuse to the Ministry of the Environment or any other relevant authorities, if any.

4.23.5. To provide at the commencement of the tenancy sufficient refuse receptacle/s in conformity with the Environmental Public Health Act 1987 and all rules and regulations enacted thereunder as well as all other laws rules and regulation in force from time to time and to maintain or renew or replace such receptacle/s when requested verbally or in writing by the Landlord or its duly authorised officers, employees or agents.

4.23.6. To ensure to the satisfaction of the Landlord and all relevant authorities the complete safe and efficient disposal of all rubbish droppings unauthorised or obnoxious goods articles waste matter of whatever nature and description including all kinds of pollutants found at or generated at the premises to a place approved by the Landlord or to any approved dumping ground as approved by the relevant authorities at the Tenant's own costs and expenses PROVIDED THAT in the event of any default of the Tenant under this covenant, the Landlord may carry out such measures and works as it deems necessary and all costs and expenses incurred thereby shall forthwith be recoverable from the Tenant as debt owing to the Landlord.

4.24. Livestock or animals

Not to allow any livestock or animals whatsoever to be maintained on the premises.

4.25. Access to Premises

4.25.1. To provide the Landlord or its duly authorised officers employees or agents with or without workmen and others and with or without appliances to enter upon the premises at any reasonable time for the purpose of inspection or carrying out repairs/improvements or supervision of repairs/improvements whether structural or non-structural and howsoever occasioned to the premises whether adjoining vertically or horizontally which the Landlord may in its absolute discretion deem necessary.

4.25.2. To allow the Landlord or its duly authorised officers employees or agents with or without notice previously given to enter upon the premises to verify the observance and performance of any or all of the conditions in this Agreement.

4.25.3. To allow the Landlord free access immediately into the premises, at all times, in cases of emergency.

4.26. Nuisance and Illegal Use, Residence

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<i>(Please initial)</i>	

4.26.1. Not to do use or suffer or permit to be done on the premises or any part thereof to be used for any unlawful or immoral purpose.

4.26.2. Not to do use or suffer or permit to be done in the premises or any part thereof for any purpose which may be a nuisance or annoyance or may cause damage or inconvenience to the Landlord or to the occupiers of any neighbouring premises or the Building or to the member/s of the public.

4.26.3. Not to permit or suffer any person or persons to sleep or reside in the premises or any part thereof whether temporarily or otherwise.

4.27. Indemnity

4.27.1. To make reasonable provision against and be responsible for all loss, injury or damage to any person or property including that of the Landlord for which the Tenant may be held liable arising out of or in connection with the occupation and use of the premises or breach of any of the terms and conditions of this Agreement and to indemnify the Landlord against all proceedings, claims, costs and expenses which it may incur or for which it may be held liable as a result of any neglect or default of the Tenant, its servants, contractors or agents licensees invitees or their respective servants.

4.27.2. To compensate the Landlord for any damage or deterioration occasioned to the premises or any part of the premises or any adjacent or neighbouring premises or any part of the Landlord's property or the Building and/or any injury damage caused to any person or property due to or arising from any act default or negligence of the Tenant or the servants contractors agents employees or licensees or invitees of the Tenant or any person who is authorised expressly or implicitly by the Tenant to enter into the premises or any part thereof and to keep the Landlord fully indemnified from and against all actions costs claims and liabilities whatsoever in respect thereof.

4.27.3. To indemnify and hold the Landlord harmless from any and all liability, damages, claims and payments including legal costs for any loss, damage or injury to any property or person within the premises except where caused by the wilful or negligent acts of the Landlord.

4.28. Dangerous Substances

Not to keep or permit to be kept on the premises or any part thereof any materials of a dangerous, obnoxious, inflammable or explosive nature or the keeping of which may contravene any local statute or regulation or by-law or in respect of which an increased rate of insurance is usually or may actually be required or the keeping of which may cause the fire policy in respect thereof to become null and void.

4.29. Fire

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4.29.1. The Tenant shall adopt and implement every reasonable precaution against fire and comply with all the recommendations from the Landlord (if any) and the Singapore Civil Defence Force as to fire precaution to the premises.

4.29.2. The Tenant shall be responsible for the servicing / maintenance / replacement of the fire extinguishers (if faulty) within the premises throughout the tenancy period.

4.30. Tenant's Insurance

4.30.1. The Tenant shall at all times during the Term hereby created and during any period of holding over, effect and keep current a public liability insurance policy for a sum of S\$3 million or such lower coverage as may subsequently be specified by the Landlord from time to time in respect of the premises which shall be taken out with an insurance company approved by the Landlord in the Joint names of the Landlord and the Tenant and shall pay all premiums, costs and disbursements in connection thereof on or before each due date, save that where the premises is not more than 15,000 sq ft, the insurance coverage limit shall not exceed S\$3 million or the limit in the Landlord's own public liability insurance policy, whichever is lower.

4.30.2. An adequate insurance policy, which shall be taken out with an insurance company approved by the Landlord on the internal partitions and all goods belonging to or held in trust by the Tenant in the premises against loss or damage by fire, water, damage or discharge from sprinkler systems etc.

4.30.3. Any other insurance policy or policies to cover any other risk as the Landlord may from time to time require and shall produce to the Landlord on demand the above-mentioned policies as well as the receipts for payment of premium in respect thereof.

4.31. Service Of Notice

4.31.1. All notices including Notices to Quit which the Landlord may require to be given to the Tenant shall be in writing and shall be deemed to be sufficiently served if sent by courier or registered post to or posted upon some conspicuous part of either the premises or at the Tenant's registered address.

4.31.2. Writs of Summons and other legal processes shall be sufficiently served if served personally on the Tenant at the premises or at its registered address or by posting on some conspicuous part of the premises or its registered address.

4.32. Yielding Up Of Premises

4.32.1. At the expiration or sooner determination of the Term hereby granted to yield up the premises together with all the keys thereto and at the Tenant's

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own costs and expense, to remove any building structure or fixtures required by the Landlord to be removed and to peacefully surrender and yield up the premises and any building structure or fixture thereon to the Landlord in good tenable repair and condition.

4.32.2. PROVIDED THAT upon the expiry or earlier determination of the tenancy, the Landlord may at its discretion require the Tenant either to restore at the Tenant's own expense the premises to its original condition as at the commencement of the tenancy or to leave the premises in the condition prior to such expiry or determination in which event all such buildings, structures, decorations, additions and improvements shall become the property of the Landlord and belong to the Landlord.

4.32.3. If the Tenant shall default in observing and performing this covenant, the following shall have effect:–

- (i) the Landlord shall be at liberty to enter into the premises to carry out such work to reinstate the same at the Tenant's expense without prejudice to any other rights and remedies of the Landlord; and
- (ii) the Tenant shall pay to the Landlord such Rent which the Landlord would have been entitled to receive from the Tenant as if the period within which such reinstatement is effected had been added to the Term of the tenancy;

and within seven (7) days of the Landlord notifying the Tenant of the amount thereof, the aforesaid rent and any monies so expended by the Landlord in pursuance of this Clause shall be deducted from the Deposit held by the Landlord hereinbefore mentioned provided that in the event that the Deposit shall not be sufficient the Tenant shall reimburse the Landlord for any monies expended on the Tenant's behalf forthwith without demand.

4.33. Legal And Other Costs

4.33.1. To bear either legal costs or administrative costs (but not both) for any Tenant-initiated amendments to the Landlord's standard Lease Agreement that is compliant with the Code of Conduct for Leasing of Retail Premises in Singapore (hereinafter referred to as "CoC"), including any amendments to include a leasing principle from the CoC which landlord has indicated in the Checklist as being "not applicable".

4.33.2. The Tenant shall pay to the Landlord either administrative fees or legal costs (but not both) for the preparation of ancillary documents arising from tenant-initiated requests. Examples of such ancillary documents include, but not limited to, side letters, letters of variation, settlement agreement, novation agreement, supplemental agreement and surrender agreement. Landlord must inform tenant of such administrative or legal fees upfront upon receipt of tenant's request.

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4.33.3. The Tenant shall bear all stamp duties payable on all documents executed in respect of the Lease.

4.34. Prospective Tenants

4.34.1. During the six (6) months prior to the expiration of this Agreement to permit the Landlord and/or its representatives and by prior appointment, bring prospective Tenants to view the premises for the purpose of letting the same.

4.34.2. At all times within_ six (6) months immediately preceding the determination of the said Term, the Landlord shall be entitled to exhibit outside the premises a notice stating that the premises will be vacant and available for lease.

4.35. Prospective Purchasers

During the currency of this Tenancy, to allow the Landlord or its representatives at all reasonable times and by prior appointment to bring any interested parties to view the premises in the event of a prospective sale thereof. The premises shall be sold subject to this Tenancy.

5. LANDLORD'S COVENANTS

The Landlord hereby agrees with the Tenant as follows:-

5.1. Quiet Enjoyment

The Tenant paying the monthly rent and service charge hereby reserved and observing and performing the terms and provisions of this agreement shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord (save for the rights reserved by the Landlord under this Agreement).

5.2. Rates

To pay all rates, taxes, maintenance charges and any surcharges thereon, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the said premises including any surcharges payable thereon.

5.3. Insurance

At all times throughout the term hereby created to keep insured the said premises (excluding the fixtures and fittings of the Tenant) against loss or damage by fire and such other risks as the Landlord deem fit and to cause all monies received by virtue of such insurance to be forthwith laid out in reinstating the said premises so that the same shall be in no worse condition as it was before being damaged.

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5.4. Building Maintenance

- 5.4.1. To keep or contribute to the Management Corporation (if any) to keep all common parts of the Building in good and tenantable repair, clean and lighted and the lifts, escalators etc. in working order.
- 5.4.2. Landlord must be responsible for any loss or damage suffered by tenant due to the gross negligence or wilful default on the part of landlord to maintain the Building (if landlord owns such building) or such part(s) thereof where the said premises are located (if landlord does not own such whole building).

5.5. Tenant’s Equipment

To allow the Tenant to install or cause to be installed such equipment and other fixtures and fittings as reasonably necessary for the operation of its business.

FURTHER AGREEMENT

6. The parties HEREBY FURTHER AGREE as follows:-

6.1. Upgrading Works

- 6.1.1. The Landlord constantly reviews, repairs, maintains, improves and upgrades the facilities and lay-out of the Building (“upgrading works”). Certain upgrading works may require or result in a change in the façade of the premises and/or the adjoining or neighbouring areas and/or access to the premises. The Landlord hereby reserves the right to conduct such upgrading works and the Tenant hereby agrees to such upgrading works being conducted by the Landlord as deemed necessary by the Landlord.
- 6.1.2. Notwithstanding anything herein contained and to the furthest extent permissible by law, the Landlord shall not be liable to the Tenant nor shall the Tenant withhold defer or refuse punctual payment of the rent and any other payments reserved in this Agreement nor shall the Tenant have any claim of whatsoever nature against the Landlord in respect of, in connection with or arising from such upgrading works by the Landlord provided always that such upgrading works shall not interfere with the Tenant’s use and enjoyment of the premises or cause any disruption to the Tenant’s business.

6.2. Determination of Tenancy

- 6.2.1. Subject to mutual agreement by both parties hereto, either party may by six (6) months’ notice in writing expiring upon the last day of any month without furnishing any reason whatsoever determine the tenancy hereby granted. For the avoidance of doubt, the termination of tenancy pursuant hereto shall only be effective upon both parties’ agreement in writing.

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6.2.2. The Landlord may terminate the tenancy by giving one (1) months' notice in writing to the Tenant:

6.2.2.1.if any issues arising from the cooking fumes/odours is/are not resolved to the satisfaction of the Landlord within one (1) month from the Landlord's first written notice to the Tenant to resolve the issue(s); or

6.2.2.2.the Tenant is in breach of any of the other terms or conditions of this Agreement and fails to rectify such breach within fourteen (14) days after the Landlord's written notice of such breach,

6.2.3. In the event of termination of the tenancy pursuant to **Clauses 6.2.1 or 6.2.2** above, the Tenant shall not be entitled to any compensation/ indemnity/ grant of any alternative premises or any other relocation benefits. The Landlord reserves the right to gain entry into the premises for the purpose of public viewing after receiving the termination letter from the Tenant or the delivery of the Landlord's termination letter to the Tenant.

6.2.4. Notwithstanding any provisions in this Agreement to the contrary, expiry or termination of this Agreement for whatever reasons shall be without prejudice to the rights and remedies of either party against the other in respect of any antecedent claims or breach of covenant/s.

6.3. Power of Re-entry

PROVIDED ALWAYS and it is hereby agreed between the parties that if the monthly Rent hereby reserved or any part thereof shall be in arrears for a period of fourteen (14) days next after being payable (whether the same shall be formally demanded or not) or if there shall be any breach or non-observance of any of the Tenant's covenants or undertakings or if the Tenant shall become bankrupt or enter into any composition with the Tenant's creditors or any of them or suffer any distress or execution to be levied on the goods of the Tenant or if the Tenant being a company shall go into liquidation whether voluntarily or compulsorily then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the premises or any part thereof in the name of the whole and thereupon the Term of tenancy shall absolutely cease and determine and the buildings or buildings or structures or any part thereof and all materials thereat or on the premises whether affixed or otherwise shall belong to the Landlord absolutely without the Landlord being liable to the Tenant for any compensation or allowance for the same and such determination shall be without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants hereinbefore contained.

6.4. Non-Liabilities

6.4.1. To the furthest extent permitted by the prevailing laws, the Landlord shall not be liable to the Tenant nor shall the Tenant withhold defer or refuse punctual payment of the Rent and any other payments reserved in this

Landlord	Tenant
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Agreement nor shall the Tenant have any claim of whatsoever nature against the Landlord in respect of:

- (i) Any disruption in any of the services including but not limited to electrical supply and all loss, damage to good and chattels or any other matter whatsoever by reason of necessary repair/improvements whether structural or non-structural or maintenance/ any installation, apparatus mechanical or other defect breakdown or other inclement conditions or shortage of electricity or damage thereto or destruction thereof by fire water act of God or any other cause.
- (ii) Any loss/damage suffered by the Tenant to goods and chattels including but not limited to electrical appliances whether arising out of electrical mechanical defect or malfunction or any other cause.
- (iii) Any act, omission, negligence of any servant officer employee or agent of the Landlord whether or not in or about the performance or purported performance of any duty or within the scope of employment or authority of the servant officer employee or agent.
- (iv) Any accident happening or injury sustained or for any loss of or damage to property goods or chattels in the premises or any part thereof suffered by the Tenant the Tenant's servants employees agents licensees visitors or others who may be permitted to enter or use the premises or any part thereof whether arising out of any act default or negligence of the Landlord or that of any servant officer employee or agent of the Landlord or otherwise.
- (v) Any loss or damage occasioned by any other businesses or other activities (whether for profit, charity or otherwise) permitted by the Landlord to be conducted within the Building regardless of whether such businesses or activities are of the same nature as the Tenant's or not being of the same nature, sells or distributes items of a similar nature as is sold by the Tenant.

6.5. Consent or Waiver

6.5.1. No consent or waiver expressed or implied by the Landlord to or of any breach of any covenant condition or duty of the Tenant shall be construed as a consent or waiver to or of any breach of the same unless evidenced in writing from the Landlord and no consent or waiver by the Landlord to or of any breach of any covenant condition or duty of the Tenant shall be construed as a consent or waiver to or of any breach of any other covenant condition or duty and shall not prejudice in any way the rights powers and remedies of the Landlord herein contained. Any acceptance of rent and/or service and conservancy charges hereby reserved by the Landlord shall not be deemed to operate as a waiver by the Landlord of

Landlord	Tenant
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any right to proceed against the Tenant in respect of a breach by the Tenant or any of his obligations hereunder.

6.5.2. Whenever the consent or the approval of the Landlord is required under this Agreement, such consent or approval if granted, shall be subject to such terms and conditions (including all fees as deemed necessary) as the Landlord in its entire and unfettered discretion deems fit to impose.

6.6. The Tenant's Goods and Property

6.6.1. Notwithstanding anything herein contained, if the tenancy shall come to an end whether by effluxion of time or otherwise and the Tenant fails to remove all his goods (which expression shall include personal property of every description) from the premises within seven (7) days after receipt of the Landlord's notice to that effect then the Landlord shall be entitled and shall be deemed to be authorised by the Tenant to deal with or otherwise dispose of such goods in any manner (including sale) as the Landlord shall deem fit without being liable to the Tenant and if at the absolute discretion of the Landlord the disposal is by sale the Landlord shall not be obliged to account to the Tenant for any of the proceeds of sale.

6.6.2. The Tenant shall indemnify the Landlord against all liabilities to any third party whose goods shall have been disposed of by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proven) that such goods belonged to the Tenant and were liable to be dealt with pursuant to the provisions contained in **sub-clause 6.6.1** above.

6.7. Untenantability

6.7.1. In the event of the premises or any part thereof, the common area or the Building or any part thereof at any time during the Term being so damaged or destroyed by fire act of God or other cause beyond the control of the Landlord as to render the premises unfit for use or access thereto impossible for a period of more than one (1) month (except where such damage or destruction has been caused by the default or negligence of the Tenant or its servants or agents) the Rent and GST or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the premises shall again be rendered fit for occupation and use or until access thereto may be obtained as the case may be, and any dispute concerning this clause shall be referred to mediation in accordance with **Clause 13.1.2** of this Agreement.

6.7.2. If the unfitness of the premises or the inaccessibility thereto as aforesaid shall continue for a period of more than three (3) months either the Landlord or the Tenant shall be at liberty by notice in writing to determine the Term and upon such notice being given the Term shall absolutely cease and determine but without prejudice to any right of action of the Landlord or the Tenant in respect of any antecedent breach of this Agreement by the Tenant or the Landlord as the case may be.

Landlord	Tenant
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7. SPECIAL CONDITIONS

The Special Conditions set out in **Schedule IV** hereto shall be read together and form part and parcel of this Agreement and shall be complied with by the Tenant.

8. MARGINAL NOTES

The headings and marginal notes appearing in this Agreement are inserted only as a matter of convenience and in no way define limit construe or describe the scope of intent of the sections or clauses of this Agreement nor in any way affect this Agreement.

9. EXCLUSION OF CONTRACTS

This Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001, which is enforceable by any person who is not a party to it.

10. AMENDMENT TO RULES & REGULATIONS

The Landlord shall have the right at any time to make, add, amend, cancel or suspend such rules and regulations pertaining to the premises as may in the judgement of the Landlord or the Management Corporation, be necessary, for the safety and cleanliness of the Building or for the preservation of good order therein or for the convenience of the Tenants and all such rules and regulations shall bind the Tenant from the date on which notice in writing thereof is given to the Tenant.

11. EXCLUSION OF WARRANTY

The Landlord does not expressly or impliedly warrant that the premises, the Building, or any part thereof, are now or will in future remain suitable or adequate for all or any of the purposes of the Tenant or for any business to be carried on thereon or that particular business be carried on in the building.

12. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be deemed invalid unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

13. GOVERNING LAW

13.1.1. The validity, interpretation and enforcement of this Agreement and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the Laws of the Republic of Singapore. The parties herein submit themselves to the jurisdiction of the Courts of Singapore save where parties are to refer the matters to the Singapore Mediation Centre (SMC) pursuant to the Code for Leasing of Retail Premises in Singapore.

Landlord	Tenant
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13.1.2. Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC within 14 days of the signing of the lease agreement upon which the other party will be bound to participate in the mediation. Every party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

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SCHEDULE I

Plan

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Landlord	Tenant
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SCHEDULE II
PAYMENT

Floor Area of the premises :

Monthly Rent
(inclusive of service and conservancy charge) :

Year 1 :

Year 2 :

Year 3 :

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Landlord	Tenant
<i>(Please initial)</i>	

SCHEDULE III

FORMAT OF BANKER'S GUARANTEE

Date :

To : Nanyang Academy of Fine Arts
(hereinafter called "NAFA")

Dear Sirs

OUR BANK GUARANTEE NO. [_____] FOR S\$ _____

1. IN CONSIDERATION of Nanyang Academy of Fine Arts (hereinafter called the "Landlord") agreeing to lease to _____ (name of tenant) (hereinafter called the "Tenant") part of the premises located within 80 Bencoolen Street Singapore 188655 for a term of _____ years from the _____ day of _____ 2024 (the "Term") pursuant to a Tenancy Agreement ("Tenancy Agreement") and entered into or to be entered into between the Landlord and the Tenant,

WE, _____ (name of Bank) (hereinafter called the "Guarantor"), hereby unconditionally and irrevocably agree and guarantee, as primary obligor and not merely as surety, to pay to the Nanyang Academy of Fine Arts, the sum of Singapore Dollars _____ (S\$ _____) (the "Guaranteed Sum") not later than 30 days of our receipt of the written demand of the Landlord. The Guarantor shall not be concerned as to whether there is any breach by the Tenant or any dispute between the Tenant and the Landlord in respect of any terms or conditions of the Tenancy Agreement nor shall the Tenant inquire into the reasons circumstances and authenticity of the grounds of claim or demand by the Landlord and the Guarantor shall be entitled to rely upon the written demand as final and conclusive.

2. The Guarantor shall not be released or discharged from this Guarantee and neither shall its liability be otherwise affected by :-

(a) any time or other indulgence or forbearance that may be granted by the Landlord to the Tenant whether as to payment, time, performance or otherwise or any arrangement made with the Tenant or any other person; or

(b) any variation of the terms of the Tenancy Agreement; or

(c) the insolvency, bankruptcy or winding up (as the case may be) of the Tenant.

3. The Guarantor's obligations herein are that of a primary obligor. In order to give full force and effect to the provisions of this Guarantee the Guarantor hereby waives all rights inconsistent with such provisions which rights the Guarantor might otherwise as surety be entitled to claim and enforce.

Landlord	Tenant
<i>(Please initial)</i>	

4. This Guarantee shall become effective from the date hereof and shall expire (i) on the date of written notice by the Landlord to the Guarantor confirming that the Tenant has deposited with the Landlord payment of cash equivalent to the full Guaranteed Sum or (ii) on the date falling three (3) months after the expiry of the Term under the Tenancy Agreement, whichever is earlier. Thereafter, this Guarantee shall automatically cease to have any effect whatsoever, notwithstanding the fact that this Guarantee is not returned to us for cancellation.
5. The Landlord may make more than one demand or claim under this Guarantee so long as the demand or claims are made pursuant to **the terms of this Guarantee** and within the period specified herein and the aggregate amount specified in all such demands and claims does not exceed the Guaranteed Sum.
6. This Guarantee shall enure to the benefit of the Landlord and permitted assigns. The Landlord may assign its rights and benefits hereunder to any person to whom or which it may assign its rights and benefits under the Tenancy Agreement.
7. This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore.

Yours faithfully
 For (Bank issuing the Guarantee)

 Authorised Signature

 Authorised Counter Signature

Landlord	Tenant
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SCHEDULE IV

SPECIAL CONDITIONS

1. The Tenant who is required by law to obtain any licence permission or approval prior to commencement of business and/or to carry out any business must make the necessary applications and obtain all the necessary approvals from the relevant authorities including Public Utilities Board (PUB), the Singapore Fire Service, SCDF, National Environment Agency, AVA, Pollution Control Department and others at his own costs and expenses. In this connection the Landlord shall not entertain any request for refund of Rent or any other payments for any period when business cannot be carried on pending approval or when approval is refused by the relevant authorities.
2. The Landlord reserves the right to determine at all times the amount of electrical loading allowable for the premises. The Tenant shall seek the Landlord's approval for any additional electrical loading required and which approval if granted shall be subject to the Tenant being responsible for all requisite applications to the relevant authorities (if any) and for all costs and expenses relating to or arising from the meeting of such additional electrical loading thereof and to comply with such further terms as the Landlord may impose.
3. Before commencing any electrical installation/extension or rewiring works to the premises, the Tenant shall have to obtain the approval of the Landlord and the PUB.
4. The Tenant must obtain written permission from the Landlord before any alterations and/or additions or installations of any machine of any kind to the premises are carried out. Such alterations and/or additions or installations must comply with the Building By-laws and the Landlord's rules and regulations. Should any structural alterations and/or additions to the premises or installation of any machinery of any kind be made without first obtaining the prior consent and approval of the Landlord in writing, the Tenant shall have to pay to the Landlord \$3,000/- or such other amounts as may be determined by the Landlord as surety to make good the defects resulting from the unauthorised alterations of the structure.
5. The Tenant shall at his own costs carry out additions and alterations and install the necessary machinery prescribed by the licensing authorities including all necessary safety measures in compliance with the requirements of the Singapore Fire Service, Pollution Control Department, Ministry of the Environment, the Landlord and all other relevant competent authorities.
6. No installation/erections of any signboard/advertisement/skysign to the premises is permitted prior to obtaining an advertisement licence/temporary permit as required under the Building Control (Advertisement) Regulations 1974 and the Building Control Regulations 1989 from the Building Control Division in addition to the Landlord's approval. The costs of all installations required to comply with the aforesaid regulations/requirements shall be borne by the Tenant.
7. The premises will be let and the Tenant shall accept the premises in their existing state. The Tenant must at his own expense, alter improve the premises and do all that is necessary and/or required so as to comply with all the requirements of the various government authorities.
8. Dish washing must be carried out within the area the premises designated by the Landlord for such purpose.
9. No placement of tables and chairs on the five-foot way or the pavement or the common areas of the Building will be allowed.

Landlord	Tenant
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