

**THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE  
C/O BUILDING AND CONSTRUCTION AUTHORITY**

**LICENCE AGREEMENT**

THIS LICENCE AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ between the **GOVERNMENT OF THE REPUBLIC OF SINGAPORE c/o BUILDING AND CONSTRUCTION AUTHORITY (BCA)** ("the Licensor") having its office at 52 Jurong Gateway Road #11-01 Singapore 608550 of the first part and \_\_\_\_\_ (Name of Licensee), a Singapore registered company having its registered address at (Address of Licensee) \_\_\_\_\_ (hereinafter referred to as "the Licensee") of the second part.

**WHEREAS:**

- 1) The Minister for National Development has appointed BCA as the managing agent of **Tuas Concrete Site (TCS) at Tuas South Avenue 3** and in respect of matters to which this Licence Agreement pertains.
- 2) The Licensee has successfully tendered for the **Construction, Management and Operation of Ready-Mix Concrete Batching Plant at Tuas Concrete Site (TCS) at Tuas South Avenue 3 – Plot \_\_\_\_**.
- 3) By signing below, the Licensee accepts and agrees to be bound by all the terms and conditions of this Licence Agreement

**GENERAL CONDITIONS**

**1. DEFINITIONS**

1.1 In this Agreement, the words:

- |     |                              |   |   |
|-----|------------------------------|---|---|
| (a) | "Approved Use"               | - | shall have the meaning ascribed in <b>Clause 8.1</b> of these General Conditions.   |
| (b) | "Agreement"                  | - | shall mean this Licence Agreement entered into by the Licensor and the Licensee and shall include these General Conditions, <b>Appendix I, Appendix II, Appendix III, Appendix IV</b> |
| (c) | "as shown" or "as indicated" | - | shall mean as shown or as indicated in the drawings or diagrams forming part of this Agreement.   |

- (d) "Duties" - shall mean the obligations of the Licensee set out in **Clause 10** of these General Conditions and **Appendix I**.
- (e) "Foreign Workers" - shall mean foreign workers who are holders of work permits and/or employment passes issued by the relevant authorities under the provisions of the Immigration Act (Chapter 133) and / or the Employment of Foreign Manpower Act (Chapter 91A) and any rules and regulations made thereunder.
- (f) "GFA" - shall mean gross floor area.
- (g) "Licence" - shall mean the non-exclusive occupation of the Premises for the purposes of this Agreement.
- (h) "Licence Period" - shall have the meaning ascribed in **Clause 2.2.1** of these General Conditions.
- (i) "Monthly Fee" - shall have the meaning ascribed in **Clause 5.1.1** of these General Conditions.
- (j) "Party" - shall mean either the Licensee or the Licensor. Collectively, they shall be known as Parties.
- (k) "Premises" - shall mean the land situated at **Tuas Concrete Site (TCS) at Tuas South Avenue 3 – Plot** in the Republic of Singapore, more particularly shown edged and coloured red on the plan annexed hereto at **Appendix III** – Topographical Plan and Layout Plan and comprising an approximate land area of \_ (ha) together with the Ready-Mix Concrete Batching Plant to be erected thereon.
- (l) "Qualified Person" - shall mean the relevant person who is registered as:  
(i) an architect under the Architects Act (Chapter 12) and has in force a practising certificate issued under that Act; or  
(ii) a professional engineer under the Professional Engineers Act (Chapter

253) and has in force a practising certificate issued under that Act.

- (m) "Ready-Mix Concrete Batching Plant" - shall mean the buildings, structures and batching facilities, including but not limited to the silos, mixers, aggregate storage facilities, etc. constructed within the Premises for the Approved Use.

1.2 Words importing one gender include all other genders, and words importing the singular include the plural and vice-versa where the context requires.

1.3 The section headings and clause headings in this Agreement are for reference and the convenience of the Parties only. These headings do not define, limit or change the meaning, interpretation and scope of any of the clauses.

## 2. EXTENT OF AGREEMENT

### 2.1 GRANT OF LICENCE

The Licensor hereby grants the Licensee, and the Licensee hereby accepts from the Licensor, a licence for the non-exclusive occupation and Approved Use of the Premises in accordance with the terms and conditions contained in the Agreement. The Agreement shall not create or be deemed to create a tenancy in favour of the Licensee or give the Licensee as against the Licensor the exclusive right to the occupation of the Premises.

### 2.2 LICENCE PERIOD

2.2.1 The Agreement shall remain in force for an initial period of three (3) years from \_\_\_\_\_ to \_\_\_\_\_, both dates inclusive (the "First Term"). The total length of time the Agreement shall remain in force, including any renewal(s) of the license under Clauses 3.2.1 and/or 3.2.2 shall be referred hereinafter to as the "License Period".

2.2.2 The Licensee may occupy the Premises, subject to the Licensee having complied with the requirements under **Clauses 6 and 7** of the General Conditions, to the satisfaction of the Licensor.

2.2.3 The cost of any delay caused by the Licensee's failure to comply with **Clause 2.2.2** above shall be borne solely by the Licensee.

## 3. SCOPE OF LICENCE

### 3.1 MANAGEMENT & OPERATION

The Licensee agrees to construct, manage and operate the Ready-Mix Concrete Batching Plant on the Premises for the purposes of the Approved Use and in accordance with the terms of this Agreement.

### 3.2 RENEWAL OF LICENCE

#### Renewal of Licence for the Second Term

3.2.1 The Licensor may at its absolute discretion and on the written request of the Licensee made at least six (6) months but not more than nine (9) months before the expiry of the First Term, grant a fresh licence for a further term of three (3) years (the "Second Term") subject to new terms and conditions (which may include provisions requiring the Licensee to carry out new works to enhance the daily operation of the Ready-Mix Concrete Batching Plant) and revision of the Monthly Fee (see **Clause 5.1** of the General Conditions below) after the expiration of the First Term PROVIDED THAT:

- (a) There shall be no existing breach or non-observance of the terms and conditions contained in the Agreement.
- (b) There has been satisfactory performance of the terms and conditions herein contained on the part of the Licensee as assessed by the Licensor.
- (c) The Licensee shall, within **14 days** upon the receipt of the relevant letter of offer and licence agreement from the Licensor, sign and return the letter of offer and licence agreement to the Licensor.
- (d) If at any time after the letter of offer in respect of the Second Term is signed but before the commencement of the Second Term, the Licensee is in default of any of its obligations under this Agreement, without prejudice to the Licensor's rights in respect of the First Term, the Licensor shall be entitled to forthwith terminate the licence for the Second Term by giving written notice to the Licensee, without being liable for any costs, expenses, losses or damages whatsoever and howsoever arising. The termination of the licence for the Second Term shall not affect the rights and remedies of the Licensor against the Licensee in respect of such default.

#### Renewal of Licence for the Third Term

3.2.2 The Licensor may at its absolute discretion and on the written request of the Licensee made at least six (6) months but not more than nine (9) months before the expiry of the Second Term grant a fresh licence for a further maximum term of three (3) years (the "Third Term") subject to new terms and conditions (which may include provisions requiring the Licensee to carry out new works to enhance the daily operation of the Ready-Mix Concrete Batching Plant) and revision of the Monthly Fee (see **Clause 5.1** of the General Conditions below) after the expiration of the Second Term PROVIDED THAT:

- (a) The Premises remain available for the Approved Use under this Agreement (which may be influenced or be dependent on the land use as determined by the competent authority);
- (b) There shall be no existing breach or non-observance of the terms and conditions contained in the licence agreement for the Second Term.
- (c) There has been satisfactory performance of the terms and conditions contained in the licence agreement for the Second Term on the part of the Licensee as assessed by the Licensor.
- (d) The Licensee shall within **14 days** upon the receipt of the relevant letter of offer and licence agreement from the Licensor, sign and return the letter of offer and licence agreement to the Licensor.
- (e) If at any time after the letter of offer in respect of the Third Term is signed but before the commencement of the Third Term, the Licensee is in default of any of its obligations under the licence agreement for the Second Term, without prejudice to the Licensor's rights in respect of the Second Term, the Licensor shall be entitled to forthwith terminate the licence for the Third Term by giving written notice to the Licensee, without being liable for any costs, expenses, losses or damages whatsoever and howsoever arising. The termination of the licence for the Third Term shall not affect the rights and remedies of the Licensor against the Licensee in respect of such default.

#### **4. RIGHT OF ENTRY & NOTICE OF RE-LETTING**

- 4.1 The Licensee shall allow the Licensor and its employees, agents and sub-contractors with any necessary contractors and workmen, to enter the Premises, without restriction, at any time, for any purpose whatsoever including but not limited to the following:

- (a) to ascertain if the provisions of this Agreement have been observed and performed;
- (b) to inspect the state of repair and condition of the Premises;
- (c) to monitor the progress of, and to inspect the Works (as referred to at Clause 12.1 of these General Conditions) made on or to the Premises;
- (d) to carry out any work to adjoining property owned by the Licensor that cannot reasonably be carried out without access to the Premises, and any jointly used facility;
- (e) to carry out any work which the Licensor considers necessary or desirable to any part of the Premises;
- (f) to take soil samples;
- (g) to carry out land survey, structural survey, GFA survey and any other survey in respect of the Premises; and
- (h) to exercise any right granted or reserved to the Licensor by this Agreement.

4.2 The Licensee shall permit the Licensor or its duly authorised agents, during the 6 months immediately preceding the expiry of the First Term and of each and every subsequent term thereafter to affix and retain without interference upon the said Premises, a notice for re-letting the same and during the said 6 months shall permit all persons with the written authorization of the Licensor or its duly authorized agents, at reasonable times upon prior appointment made, to view the Premises.

## 5. PAYMENT

### 5.1 MONTHLY FEE AND OTHER CHARGES

5.1.1 The Licensee shall:

- (a) pay the Licensor the **monthly Licence Fee of Singapore Dollars** \_\_\_\_\_ (**S\$** \_\_\_\_\_) (excluding GST), and
- (b) pay BCA, or such other managing agent as may be notified by the Licensor to the Licensee from time to time, the **monthly Administration Fee of Singapore Dollars** \_\_\_\_\_ (**S\$** \_\_\_\_\_) (excluding GST),

for the First Term and such further term(s) as determined under **Clause 3.2** of these General Conditions. Payments are to be made without demand on or before the **1st day** of each month within the First Term and within such further term(s).

Collectively, the monthly Licence Fee and the monthly Administration Fee shall be referred to as the "Monthly Fee".

- 5.1.2 On the first and every subsequent anniversary of this Agreement, the monthly Administration Fee may be increased at BCA's sole discretion but subject to a maximum of \$0.10 per square metre per month. The Licensor shall serve at least two months' written notice prior to the first and every subsequent anniversary of this Agreement, of the revised monthly Administration Fee on the Licensee and such increase will take effect on the first due payment after service of such notice.
- 5.1.3 The Licensee shall be responsible for paying, and the Licensor shall not be liable to pay, all applicable existing and future charges, taxes (including property tax and Goods and Services Tax ("GST")), assessments, outgoings and impositions which are now or which at any time during the First Term may be imposed or charged in respect of the Licensee's operations on the Premises or in relation to this Agreement to the relevant taxing authorities, statutory/regulatory authorities, and utilities/service providers. The charges shall include all charges for / relating to the connection and supply of water, electricity, gas, telecommunications and any water-borne sewerage systems, and other services consumed or used at or in relation to the Premises and all charges levied by the relevant authorities in respect of the Premises.
- 5.1.4 The Licensee shall pay to the Licensor on an indemnity basis all costs, and legal fees which the Licensor may incur in connection with the enforcement of the terms and conditions in this Agreement.
- 5.1.5 The Licensee shall maintain a bank account in Singapore for the automatic electronic deduction of the Monthly Fee or any other charges or fees payable under this Agreement.

## **5.2 INTEREST ON LATE PAYMENT**

- 5.2.1 If the Monthly Fee or any part thereof, or any other monies (including the amount of GST payable) due to the Licensor and/or BCA under this Agreement remains unpaid by the Licensee after the same is due (whether any formal demand thereof is made or not), the Licensee shall pay interest based on the prevailing Late Payment Interest Rate(s) (as defined in **Clause 5.2.2**) applicable

to such outstanding monies at any time, from the date such monies fall due for payment until the date of actual payment (both before and after judgment (if applicable)) subject always to a minimum interest charge of S\$3.00, and such interest shall be recoverable from the Licensee as if the same Monthly Fee in arrears.

5.2.2 The Late Payment Interest shall mean the interest rate(s) which shall not exceed 12% per annum in any event, as determined by the Licensor from time to time to be applicable and chargeable on any overdue payment. When determining the Late Payment Interest, the Licensor shall make reference to the Singapore Land Authority's website at <http://www.sla.gov.sg/htm/ser/ser02.htm>. The Licensee shall access the said website from time to time to find out the applicable and chargeable rate(s) and shall be deemed to have notice of such rate(s). The prevailing interest rate is 8.5% per annum and this will be the applicable rate under this Agreement until such time it is varied by the Government of the Republic of Singapore.

## 6. SECURITY DEPOSIT

6.1 The Licensee shall before the commencement of the First Term:-

- (a) deposit free of interest with the Licensor a sum equivalent to **three (3) months'** of Monthly Fee by way of a cheque or cashier's order;
- (b) provide the Licensor with an "on demand" Banker's Guarantee in the form attached at **Appendix II** or such other form acceptable to the Licensor for an equivalent amount and issued by an institution acceptable to the Licensor;
- (c) provide the Licensor with an insurance performance bond/guarantee in a form acceptable to the Licensor for an equivalent amount and issued by an institution acceptable to the Licensor; or
- (d) where the **three (3) months' Monthly Fee** does not exceed \$300,000.00, a guarantee from a finance company acceptable to the Licensor for the equivalent amount in a form acceptable to the Licensor;

to be held by the Licensor as security (the sum deposited or secured shall hereinafter be called "the Security Deposit") for due performance by the Licensee of each and every liability and/or obligation owing by the Licensee to the Licensor, whether of a contractual or tortious nature and whether arising under this Agreement or otherwise (and including instances where the Licensor sustains any loss or damage or incurs any expense as a result of the Licensee's failure of due performance). In the event of such failure of due performance, the Licensor shall be entitled



to apply the whole of the Security Deposit or part thereof in satisfaction of any liability incurred by the Licensee as a result, in any manner as the Licensor deems fit, without prejudice to the Licensor's rights to claim for loss, expense, costs or and/or damages in excess of the amount of the Security Deposit from the Licensee. The Licensor shall be entitled to claim the difference from the Licensee if the Security Deposit is insufficient for such purpose.

- 6.2 If the monthly Administration Fee is revised pursuant to **Clause 5.1.2**, the Licensee shall make good to the Licensor, within the time specified in the written notice mentioned at **Clause 5.1.2**, the difference between a sum equivalent to three months' of the actual Monthly Fee after the revision of the monthly Administration Fee and the amount of Security Deposit forwarded to us pursuant to **Clause 6.1** above via the mode in which the Security Deposit was furnished to the Licensor.
- 6.3 Subject to the satisfactory performance of the Duties and other obligations of the Licensee throughout the First Term and the final resolution of any dispute between the Licensee and the Licensor arising under this Agreement, the Security Deposit or the recoverable balance thereof shall unless otherwise agreed be returned to the Licensee, without interest, within 90 days from the termination or expiry of this Agreement or within 90 days from the final resolution of any dispute between the Licensee and the Licensor arising under this Agreement, whichever later.
- 6.4 If the Security Deposit is not duly furnished before the commencement of the First Term or such later date as may be allowed by the Licensor or on demand as the case may be, this Agreement shall, at the election of the Licensor, be terminated under **Clause 13.2** of these General Conditions PROVIDED THAT such election does not prejudice any other right or remedy the Licensor may have against the Licensee, and PROVIDED THAT the Licensor shall not be liable to the Licensee in respect of anything already done or furnished by the Licensee.
- 6.5 If any part of the Security Deposit shall be applied by the Licensor as provided in **Clause 6.1** above, the Licensee shall, within fourteen (14) days after the Licensee's receipt of the Licensor's written notice, furnish a cheque or cashier's order or banker's guarantee or insurance performance bond/guarantee for that amount, so that the Security Deposit shall at all times be equal to the Security Deposit amount provided for in **Clause 6.1** above.

## 7. INSURANCE

- 7.1 Without prejudice to his liability to indemnify the Licensor pursuant to any provision in this Agreement, the Licensee shall keep himself insured against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:

- 7.1.1 any personal injury to or the death of any person, howsoever arising out of or in the course of or by reason of the performance of this Agreement (which shall include without limitation any construction of any building and structures including additions and alterations made and any improvement works made thereto that are undertaken by the Licensee) or breach of the terms of this Agreement or the execution of the Duties or any act or omission of the Licensee, his agents or servants; and
- 7.1.2 any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the performance of this Agreement (which shall include without limitation any construction of any building and structures including additions and alterations made and any improvement works made thereto that are undertaken by the Licensee) or breach of the terms of this Agreement or the execution of the Duties or any act or omission of the Licensee, his agents or servants.
- 7.2 The Licensee shall before the commencement of the First Term procure the insurance policies required under this **Clause 7** for the period commencing \_\_\_\_\_ and ending on \_\_\_\_\_, **in the joint names of the “Government of the Republic of Singapore c/o Building and Construction Authority”, and the Licensee.** The Licensee shall deposit two sets of the original copy of the policy or policies for the insurance with the Licensor no later than 2 weeks from the commencement of the First Term.
- 7.3 The Licensee shall make all payments necessary for the purpose of such insurance on the day on which the same shall be payable. The Licensee shall, when required by the Licensor, produce to the Licensor the receipt for every payment made in respect of such insurance.
- 7.4 In the event that the Licensee shall at any time fail to maintain the insurance as aforesaid, the Licensor shall be at liberty to effect or maintain such insurance, and the Licensee shall be liable for the costs thereof and these costs will be recovered from the Licensee as a debt.
- 7.5 The Licensee shall not do anything which may result in the insurers refusing to pay the insured sums (entirely or partly) under any fire and other insurance policies taken out by the Licensee and / or the Licensor, or make any such insurance policies invalid or capable of being cancelled, or which may increase the premium payable by the Licensor on such policies.

## 8. APPROVED USE OF THE PREMISES

- 8.1 The “Approved Use” of the Premises means the development and use of the Premises by the Licensee as the Ready-Mix Concrete Batching Plant for the production of ready-mix concrete. The technical, design and other requirements of the Ready-Mix Concrete Batching Plant shall comply with the specifications set out in **Appendix I**. Unless otherwise provided in this Agreement, the Licensee shall not erect any building or structure or extension to any building or structure (whether temporary or permanent or otherwise), or erect or fix any sign or advertisement hoarding or the like, or carry out any repair, addition, alteration, redevelopment or construction works, on the Premises without the prior written consent of the Licensor.
- 8.2 The Licensee shall obtain in his own name from the relevant authorities, and maintain at his own expense, all necessary licences for the use of the Premises and for his operations on the Premises. Such licences shall be produced on demand to the Licensor or any officer authorised by the Licensor.
- 8.3 The Licensee shall not permit or use the Premises for any form of gaming, gambling, unlawful meeting or unlawful activity.
- 8.4 The consumption, possession and sale of any prohibited substances on the Premises are prohibited. The prohibited substances will include but not be limited to all drugs controlled under the Misuse of Drugs Act (Chapter 185).
- 8.5 The Licensee shall not cause or permit to be caused any obstruction in or on the approaches to roads adjacent to or leading to the Premises by leaving or parking or permitting to be left or parked any motor vehicle or other carriages belonging to or used by the Licensee or by any of his employees, agents, and/or visitors.
- 8.6 For the avoidance of doubt, the Premises shall at all times be used solely for the Approved Use as set out in **Clause 8.1** and for no other purpose.

## **9. LICENSEE TO COMPLY WITH STATUTORY OBLIGATIONS**

### **9.1 COMPLIANCE WITH LAWS**

The Licensee shall at his own expense comply with all existing laws, regulations, by-laws and any other laws, regulations and by-laws which may come into force and as amended from time to time, including but not limited to the laws and regulations related to the following:

- (a) Traffic;
- (b) Anti-pollution;
- (c) Safety;
- (d) Health and environment;
- (e) Employment and labour;

- (f) Immigration;
- (g) Customs and excise;
- (h) Work injury compensation; and
- (i) Workplace safety and health.

## 9.2 DEPARTURE FROM TERMS OF AGREEMENT

- 9.2.1 The Licensee shall comply with and give all notices required by any Act of Parliament, any instrument, rule or order made under any Act of Parliament, and any regulation or by-law of any statutory authority which is applicable to the Premises, the Duties, the services to which the Premises will be connected or related, or this Agreement (collectively referred to as "Statutory Obligations").
- 9.2.2 In the event compliance with any Statutory Obligations requires the Licensee to conduct himself in a manner inconsistent with any terms in this Agreement, the Licensee shall give to the Licensor written notice specifying and giving reasons for the intended conduct and identify the relevant Statutory Obligations and the Licensor may issue instructions in regard thereto.
- 9.2.3 If within seven (7) days of having given the written notice in **Clause 9.2.2** above, the Licensee does not receive any written instructions in regard to the matters therein specified, he shall proceed with the intended conduct and such conduct shall not be a breach of the Agreement.
- 9.2.4 The Licensee shall indemnify the Licensor against liabilities in respect of any fees or charges legally demandable under the Statutory Obligations insofar as such fees or charges are occasioned by the intended conduct under **Clause 9.2.2** above.

## 9.3 ILLEGAL IMMIGRANTS AND EMPLOYMENT OF FOREIGN WORKERS

- 9.3.1 The Licensee shall comply with the provisions of the Immigration Act (Chapter 133) and the Employment of Foreign Manpower Act (Chapter 91A) and shall further ensure that no illegal immigrants or foreign workers without valid work permits shall be employed or permitted to be employed by him or any sub-contractor in the execution of any part of the Duties or the carrying out of any other obligations under this Agreement. If any illegal immigrant or such foreign worker is found to be so employed, the Licensee shall be solely liable for any costs arising therefrom, including any penalties imposed upon the Licensee by any relevant authority and for all expenses and costs (including legal costs on an

indemnity basis) incurred by the Licensor as a result of the Licensee's breach of this provision.

9.3.2 The Licensee shall notify the Licensor of any illegal entry of persons through the Premises **immediately** upon its occurrence, and shall take all necessary steps to rectify the situation.

9.3.3 In the event that illegal entry of persons occurs or is permitted to occur, the Licensee is liable for any charges or penalties imposed by the Immigration and Checkpoint Authority, Singapore Customs, or any other relevant authority.

9.3.4 For the purposes of this **Clause 9.3**, "illegal immigrants" means persons who have entered into the Republic of Singapore in contravention of the provisions of Section 6 of the Immigration Act (Chapter 133) or any statutory modification or re-enactment thereof.

## 10. LICENSEE'S OBLIGATIONS

### 10.1 DUTIES OF THE LICENSEE

The Licensee shall observe and perform all the conditions and obligations set in this Agreement.

### 10.2 CONDITIONS AFFECTING EXECUTION OF THE DUTIES

10.2.1 The Premises is licensed to the Licensee on an "as is where is" basis, and the Licensee shall accept the actual state and condition of the Premises in all respects as at the date of this Agreement and as at the commencement of the First Term and all subsequent terms thereafter. The Licensor makes no warranties to and the Licensee shall be deemed to have satisfied himself with regard to all conditions relating to the Premises and the performance of his obligations under this Agreement. Without prejudice to the generality of the aforesaid, the Licensee shall be deemed to have satisfied himself with regard to:-

- (a) the area of the Premises (notwithstanding **Clause 1.1(k)**);
- (b) the existing roads and other means of communication with and access to and from the Premises (including any lack thereof);
- (c) the location of all existing services (including electricity, water, gas, telecommunications, and water-borne sewerage services) and any lack of services to the Premises;
- (d) the contours of the Premises;

- (e) the current state of the Premises and its surrounding areas;
- (f) any risk of injury or damage to property on or adjacent to the Premises or to the occupiers of such property; and
- (g) the conditions under which the Duties will have to be carried out, and any conditions that may affect any labour to be carried out on the Premises;

and generally to have obtained his own information on all matters affecting the Premises and the execution of the Duties. The Licensee shall also be deemed to have satisfied himself as to any need to locate the nearest existing services, and the need to make connections to these existing services including any need to install lead-in pipes or connections to electrical, telecommunications, water, water-borne sewerage and gas services, such connections to be made at the Licensee's own cost. All pipes and cables within the Premises must be laid underground. No overhead pipes or cables shall be allowed in the Premises.

10.2.2 No claim whatsoever by the Licensee shall be made on the ground of any misunderstanding or misinterpretation or lack of investigation in respect of any such matters set out in this **Clause 10.2**. Without prejudice to the generality of the aforesaid, the Licensee shall not make any claim against the Licensor for any discrepancy between the actual area of the Premises as may be surveyed by the Licensee and the approximate area indicated in **Clause 1.1(k)** above. The Licensee shall not be released from any risks or obligations imposed on or undertaken by him under this Agreement on the ground of any misunderstanding or misinterpretation or lack of investigation on his part or on the ground that he did not or could not foresee any matter which might affect or have affected the Premises or the execution of the Duties.

### **10.3 CO-OPERATION AND DUTY TO PROVIDE INFORMATION AND ASSIST IN INVESTIGATIONS**

10.3.1 The Licensee shall give his full co-operation to the Licensor or its agents during any inspections of the Premises or its surrounding areas by providing accurate information on the activities within the Premises.

10.3.2 The Licensee shall inform the Licensor upon it being aware of or has in any way been approached to participate in any activity prohibited under this Agreement or any other legislation,

regulation or by-law, including but not limited to the activities mentioned in **Clause 9** of these General Conditions.

10.3.3 The Licensee shall also provide prompt and comprehensive assistance to the Licensor in any of its investigations concerning the Premises or its surrounding areas.

#### **10.4 CONDUCT OF PARTIES UNDER THE LICENSEE'S CONTROL WHO ARE ON THE PREMISES**

The Licensee shall be responsible for the conduct of any party under his control who is on the Premises (including his employees, agents, servants, sub-contractors, independent contractors, permitted occupiers and their servants or agents). Every obligation by the Licensee is taken to include an obligation by the Licensee to ensure that each of such parties complies with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.

#### **10.5 PRECAUTIONS TO PREVENT NUISANCE**

10.5.1 The Licensee shall:

- (a) take all necessary precautions at the Licensee's own costs to prevent nuisance and any activity which in the opinion of the Licensor may be a nuisance to or in any way interfere with the quietness and comfort to the owners, tenants or occupiers of all properties adjacent to the Premises and to the public generally and to secure the efficient protection of all streams and waterways against pollution; and
- (b) take immediate action to remedy any nuisance committed, and in any event upon notice in writing given by the Licensor or any relevant authority.

10.5.2 The Licensee shall not:

- (a) create any nuisance at the Premises thereby causing inconvenience to the Licensor or the public, or commit similar acts which are likely to bring the Licensor into disrepute; or
- (b) cause or permit obstruction to the internal and public roads fronting the Premises or cause or allow to be caused vibration, noise, offensive smells, undue emissions of smoke, vapour or dust.

10.5.3 The Licensor shall be entitled, but not be obliged, to take all measures as it deems appropriate to rectify any situation caused by the Licensee's failure to comply with **Clauses 10.5.1 or 10.5.2** above, and the Licensee shall reimburse the Licensor fully for all costs incurred by the Licensor in respect of such measures.

## 10.6 DAMAGE TO PROPERTY

10.6.1 The Licensee shall take all necessary precautions to ensure that all activities carried out within the Premises will not cause:

- (a) any damage to any adjoining and/or nearby infrastructures (including but not limited to the roads, drains, sewer systems, and underground transport systems) and buildings; and
- (b) any damage and/or disruption to any adjoining and/or nearby building services (including but not limited to the supply of water, electricity, and telecommunication).

10.6.2 In the event that damage is caused by the Licensee, his agents and/or servants to any public or private services or property including cables, drains, sewers, pipes and mains, or to the Premises or any building or structures or installation thereon or to the adjoining and/or nearby infrastructures, buildings, and building services:

- (a) The Licensee shall forthwith give to the Licensor written notice of such damage and forthwith at his own cost make good to the entire satisfaction of the Licensor all such damage within a time specified by the Licensor, provided that the Licensor may at its option make good such damage and charge the Licensee with the costs and expenses incurred by the Licensor.
- (b) The Licensor shall be entitled in cases of emergency, or if the Licensee is dilatory in effecting repairs, to effect repairs or take all necessary measures to remove any nuisance or inconvenience, or generally to rectify or alleviate the situation, and the Licensee shall reimburse the Licensor fully for all costs incurred by the Licensor in respect of such repairs or measures.
- (c) All expenditure for necessary repairs incurred by any other relevant public authority shall be borne by the Licensee by direct payment by the Licensee to the relevant authority.

For the purposes of this **Clause 10.6**, "damage" shall include dumping on the Premises and backfilling on the Premises.



## 10.7 SAFETY REGULATIONS

- 10.7.1 It shall be the responsibility of the Licensee at his own expense to ensure safety of property and persons at all times during the First Term. The Licensee shall do whatever is necessary to provide a safe environment within the Premises and its surrounding areas.
- 10.7.2 It shall be the duty of the Licensee to comply with all applicable laws and regulations at all times. Without prejudice to the generality of the aforesaid, the Licensee shall ensure compliance with all applicable safety laws and regulations on the part of any person(s) employed or engaged by him for any work to be performed in relation to this Agreement.
- 10.7.3 The Licensee shall not permit his employees to work under conditions that are not in compliance with any applicable safety laws and regulations.
- 10.7.4 The Licensor is entitled to conduct periodic inspections in respect of the safety measures together with the Licensee's representative.
- 10.7.5 The Licensee shall provide at his own cost all necessary safety equipment to his employees or visitors to the Premises during the construction.
- 10.7.6 The Licensor may issue a notice requiring the Licensee to stop any works or activity being carried out on the Premises if the Licensor is of the view that the Licensee has, in carrying out such works or activity, breached any of the provisions in this **Clause 10.7**. In the event that such a notice is issued, the Licensee shall forthwith comply with the same.
- 10.7.7 The Licensee shall give notice to the Licensor in writing **immediately** in a form acceptable to the Licensor of all accidents on the Premises and its surrounding areas or arising from the performance of his obligations under this Agreement where the accident results in the death or temporary incapacity of any workman employed by the Licensee, any of his sub-contractors or agents.

## 10.8 SECURITY

- 10.8.1 The Licensee shall be fully responsible for the security and the condition of all materials, machinery, equipment and any other items stored on the Premises, and for the security of its property within the boundary of the Premises.

10.8.2 Under no circumstance shall the Licensor be held responsible for any loss or damage to any materials, machinery, equipment any other items and any other items stored on the Premises, or to the property of the Licensee within the boundary of the Premises.

## 11. TRANSFER OF OBLIGATIONS / ASSIGNMENT OF BENEFITS

- 11.1 Neither the whole nor any part of the benefits, Duties, or other obligations of the Licensee may be assigned, transferred, licenced or sub-contracted to any other party without the prior written consent of the Licensor.
- 11.2 Such consent if given shall not relieve the Licensee from any liability or obligation under the Agreement and he shall be responsible for the acts, defaults and neglects of any assignee, transferee, licensee or sub-contractor and their agents, servants and workmen as if they were his acts, defaults or neglects.
- 11.3 The Licensee shall not let or sublet to any other person or persons the whole or any part of the Premises, except with the prior consent of the Licensor.

## 12. WORKS ON THE PREMISES

- 12.1 The Licensee shall at his own cost and expense, during the First Term, construct and complete all structures and all other works (hereinafter referred to collectively as the "Works") on or to or affecting the Premises, as set out under and in accordance and in conformity with:
- (a) the contents of **Appendix I**; and
  - (b) all laws including rules, regulations, orders, schemes, planning provisions and statutes for the time being in force relating to the erection and completion of structures, or affecting or likely to affect the Premises.

The nature of the Works will include the following:

- (i) the construction, erection or placing of any building and/or structure or erection of whatever kind or nature (whether permanent or temporary) including any containers;
- (ii) making any structural changes;
- (iii) undertaking any addition or alteration works; and
- (iv) carrying out any earthworks.

12.2 The Licensee shall at his own cost and expense operate the Ready-Mix Concrete Batching Plant in accordance and in conformity with:-

- (a) the contents of this Agreement; and
- (b) all laws including rules, regulations, orders, schemes, planning provisions and statutes for the time being in force relating to the erection and completion of structures, or affecting or likely to affect the Premises.

12.3 The Licensee shall at his own cost and expense obtain all necessary permissions and approvals from all relevant authorities for the purposes of carrying out the Works, and for the site layout plan, detailed site/floor plan, elevation plans, section plans and drawings of the buildings / structures to be built on the Premises.

12.4 The Licensee shall submit to Licensor within six (6) weeks from the date of commencement of the First Term or any such other timeframe as may be stipulated by the Licensor:-

- (a) the drawings for the Works on the Premises (in separate **A1 size** sheets) showing the following:-

| Drawings   | Scale        |
|--|--------------|
| <b>i) Site Layout Plan</b> <ul style="list-style-type: none"> <li>• <i>(highlight in different colours with clear indications of types of usages, e.g. batching plant, raw material storage, receiving and weighing hopper, office, washing bays, reclaimers, water recycling, etc with a summary table of the GFA breakdown for each different usage)</i></li> </ul>  | <b>1:200</b> |
| <b>ii) Detailed site / floor plan showing but not limited to:</b> <ul style="list-style-type: none"> <li>▪ <i>Proposed traffic flow of trucks and pedestrian routes</i></li> <li>▪ <i>Proposed location for mist sprinkler points</i></li> <li>▪ <i>Proposed drainage system; and</i></li> <li>▪ <i>Such other detail(s) as the Licensor may request the Licensee to incorporate into the detailed site / floor plan at such later date(s).</i></li> </ul> | <b>1:200</b> |
| <b>(iii) Front Elevation, Rear Elevation, Side Elevations and Sectional Views of the buildings and structures as shown in the layout and detailed plan</b>   | <b>1:100</b> |

- (b) the survey plan showing the proposed locations of trial pits;
- (c) the catalogues and specifications on the production output of the Ready-Mix Concrete Batching Plant.

The Licensee shall ensure that all plans, drawings, catalogues and specifications that are submitted under this **Clause 12.4** conform to both the contents of **Appendix I** and all relevant laws.

The Licensee shall also submit to the Licensor within one (1) month from the commencement of the First Term a program showing all the key milestones (including but not limited to those pertaining to trial pits) to be adhered to during the execution of the Works.

- 12.5 The Licensee shall commence the Works only:
- (a) after he has, in the opinion of the Licensor, successfully completed the trial pits (as set out in **Clause 8 of Appendix I**);
  - (b) after the Licensor has indicated in writing that it has no objections to the plans, drawings, catalogues and specifications submitted by the Licensee under **Clause 12.4** above, and
  - (c) after the relevant plans, drawings, catalogues and specifications submitted by the Licensee under **Clause 12.4** above have been approved by all relevant authorities. A copy of the relevant authorities' approval or license shall be submitted to the Licensor.

In the event that the Licensor objects to any plans, drawings, catalogues or specification submitted by the Licensee under **Clause 12.4** above, the Licensee shall amend the same plan, diagram or specification to the satisfaction of the Licensor.

- 12.6 The Works shall be executed in accordance with the plans, drawings and specifications submitted pursuant to **Clause 12.4** of these General Conditions in respect of which the Licensor has indicated that it has no objections, and the plans, drawings and specifications as approved by the relevant authorities. The Licensee shall operate the Ready-Mix Concrete Batching Plant only upon the issuance of a Temporary Occupation Permit and/or of any licence applicable thereto for the time being in force by the relevant authorities.

- 12.7 The Licensee shall ensure that the Works are completed as mentioned in **Clause 12.6** above **within 9 months from the commencement of the First Term** and such other extended period as may be allowed by the Licensor at its discretion. For the avoidance of doubt, any allowance by the Licensor in this respect does not operate to change the commencement and end date of the First Term.

- 12.8 The Licensee shall not at any time during the License Period erect or put any other building or structure or erection whatsoever upon the Premises or make any other alteration or addition to the Premises or change the Approved Use of the Premises or any part thereof without the prior written consent of the Licensor. The Licensor may grant the consent subject to such terms and conditions as it in its entire and unfettered

decision deems fit including but not limited to the payment of such charges as the Licensor may impose. The Licensor shall be entitled to require the Licensee to engage competent professionals to submit plans, drawings and calculations and/ or other relevant information/ documents to the Licensor or other relevant authorities for approval before allowing the Licensee to proceed with any addition or alteration works. In addition, the Licensee undertakes to comply with any and all additional requirements relating to the proper use of the Premises which the Licensor may require of the Licensee from time to time.

- 12.9 No persons shall be permitted to occupy, reside or make use of any building (as defined in the Building Control Act (Chapter 29)) on the Premises before a Temporary Occupation Permit has been issued by the Commissioner of Building Control.

## 13. TERMINATION

### 13.1 BY THE LICENSEE

13.1.1 The Licensee shall not be entitled to terminate this Agreement before the expiry of **twelve (12) months** from the commencement of the First Term and from the commencement of each and every subsequent term thereafter.

13.1.2 Subject to **Clause 13.1.1** above, the Licensee may terminate this Agreement by giving the Licensor at least **three (3) months' prior written notice**. Such termination shall be without prejudice to the rights and remedies of the Licensor against the Licensee in respect of any antecedent breach of this Agreement by the Licensee.

13.1.3 Notwithstanding **Clause 13.1.1** above if the Licensee chooses to terminate this Agreement before the expiry of twelve (12) months from the commencement of the First Term and from the commencement of each and every subsequent term thereafter, the Licensee shall be liable to pay to the Licensor:-

- (a) the shortfall in Monthly Fee for the unexpired months and/or days of the said twelve (12) month period; **and**
- (b) the Monthly Fee for the three (3) month notice period;

and the Licensee shall not be entitled to any refund of any Monthly Fee that the Licensee has already paid.

### 13.2 BY THE LICENSOR

#### DEFAULT TERMINATION

13.2.1 Without prejudice to any right of the Licensor in an appropriate case to treat the Agreement as repudiated under common law, the Licensor may, without being liable for damages or compensation (including any refund of the Monthly Fees that have already been paid by the Licensee) and without prejudice to its rights at common law, terminate the Agreement at any time during the License Period with immediate effect by giving written notice of its intention to do so in any of the following circumstances:

- (a) if the Licensee has defaulted in making payment of any monies due to the Licensor under the Agreement, and following the expiry of a fourteen (14)-day written notice from the Licensor to that effect, has failed to make payment of the monies due;
- (b) if there has been a complaint by any relevant authority that the Licensee has been uncooperative and the Licensor is of the view that such lack of cooperation has led to disruptive or unsatisfactory conditions on the Premises, and despite seven (7) days' written notice by the Licensor to cease such behaviour or to generally improve the situation, the Licensee has failed to do so;
- (c) if the Licensee has been convicted in a Court of law in respect of any act or omission on the Premises or pertaining to his obligations under the Agreement;
- (d) if the Licensee, being an individual, or where the Licensee is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so;
- (e) if the Licensee, being a company,
  - (i) shall pass a resolution, or if the Court shall make an order, that the Company shall be wound up except in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation,
  - (ii) shall take any step to enter into a scheme of arrangement between the Licensee and his creditors,

- (iii) shall make an arrangement with his creditors or if a receiver or manager on behalf of a creditor shall be appointed, or
- (iv) if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make up a winding-up order;
- (f) If the Licensee is or becomes unable to pay his debts when they are due;
- (g) if the Licensee shall suffer any distress or execution to be levied on his goods;
- (h) if any step is taken by a mortgagee to enter possession or dispose of the whole or any party of the Licensee's assets or business;
- (i) if the Licensee assigns, transfers, licences, or sub-contracts the execution of his obligations or sub-lets the Premises in contravention of **Clause 11** above;
- (j) if the Licensee employs any illegal immigrant or is in breach of **Clause 9.3.2** above;
- (k) if the Licensee has been in breach of **Clause 10.1** or has been dilatory in carrying out the Duties and obligations specified in the Agreement, and following expiry of fourteen (14) days from the date of the written notice from the Licensor to that effect, has failed to remedy the breach or continues to be dilatory in carrying out the Duties specified in the Agreement;
- (l) if the Licensee has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the obtaining or execution of this Agreement with the Licensor or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Licensor, or if any of the like acts shall have been done by any person employed by the Licensee or acting on its behalf (whether with or without the knowledge of the Licensee), or if in relation to this Agreement or any contract with the Licensor, the Licensee or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or shall have abetted or attempted to commit such an offence or any re-enactment or modification of such code or act, or shall

have given any fee or reward the receipt of which is an offence under the said acts; or

- (m) if the Licensee fails to complete the construction of the Works within the timeline mentioned in **Clause 12.7** above.

#### NON DEFAULT TERMINATION

13.2.2 The Licensor may, without being liable for damages or compensation (including any refund of the Monthly Fees that have already been paid by the Licensee), terminate this Agreement without cause at any time during the License Period by giving the Licensee at least 3 months' **written notice** of its intention to do so. The Agreement shall terminate immediately and the Licensee shall forthwith peacefully vacate and deliver the Premises to the Licensor. He shall not restrain by injunction the Licensor's right to terminate this Agreement or the Licensor's right to enforce the notice of termination.

### **14. LICENSOR'S RIGHTS AND REMEDIES**

#### **14.1 RE-ENTRY**

Notwithstanding **Clause 2** of the Agreement, and without prejudice to the other rights of the Licensor at law or under this Agreement, if any of the circumstances mentioned in **Clauses 13.2.1 (a) to (m)** above occur, then in any such cases, it shall be lawful for the Licensor at any time thereafter to re-enter the said Premises or any part thereof in the name of the whole and thereupon this Agreement and the Licence created herein shall absolutely determine but without prejudice to any right of action accrued to the Licensor in respect of any antecedent breach of this Agreement by the Licensee.

#### **14.2 EFFECT OF TERMINATION**

14.2.1 If the Licensor in the exercise of the powers contained in this Agreement excluding the powers contained in **Clause 13.2.2** above shall terminate this Agreement or if the Licensor shall terminate this Agreement under common law, the Licensor shall be at liberty to:

- (a) cease payment of all sums of monies that may then be due or accruing due from the Licensor to the Licensee;
- (b) employ any other person to execute the Duties or such other obligations that would otherwise have been performed by



the Licensee and recover any additional cost so incurred from the Licensee;

- (c) recover from the Licensee all losses, damages, costs, charges and expenses that have been or may be sustained or incurred in consequence of the termination of the Agreement;
- (d) impose upon the Licensee such additional fees as it may be entitled to charge under any relevant Government regulation;
- (e) forfeit the Security Deposit or the balance thereof retained by the Licensor;
- (f) dispose of or otherwise deal with any object and fixture on the Premises in any manner it deems fit without being in any way accountable to the Licensee; and
- (g) restore the Premises to its original condition or to such extent as the Licensor may desire, and recover from the Licensee the costs and expenses thereby incurred as a debt;

without prejudice to any other right of remedy the Licensor may have against the Licensee.

14.2.2 In the event of such termination, the Licensor shall not be in any way liable for any costs or damages suffered by the Licensee by reason of such termination.

### **14.3 RECOVERY OF SUMS DUE**

Whenever under this Agreement any sum of monies shall be recoverable from or payable by the Licensee, the same may be deducted from any sum then due or which at any time thereafter may become due to the Licensee under this or under any other Agreement with the Licensor or from any deposit, including but not limited to the Security Deposit mentioned in **Clause 6** above, which the Licensee has made in connection with this Agreement or the Licensor may recover the same as a debt due from the Licensee in any court of competent jurisdiction.

## **15. RETURN OF PREMISES UPON TERMINATION OR EXPIRY OF AGREEMENT**

15.1 Unless this Agreement is terminated pursuant to **Clause 13.2.1** above, or unless the Licensee shall be entering into a further licence agreement for the Second or Third Term, the Licensee shall submit to the Licensor at least **3 months** before the termination or expiry of this Agreement a

schedule giving details on the inspections and handing over of Premises, such schedule to be approved by the Licensor in its sole discretion. The Licensee shall at his own cost continue to keep the Premises in satisfactory condition, notwithstanding the outcome of any inspection until the Premises is physically taken over by the Licensor.

- 15.2 At the option of the Licensor, the Licensor may specify dates on which the Licensor wishes to jointly inspect the Premises with Licensee and the Licensee shall jointly inspect the Premises with the Licensor on such dates. If and as required by the Licensor, the Licensee shall submit to the Licensor within a time specified by the Licensor written information pertaining to the Premises for the purposes of handing over the same. The Licensor may give directions to the Licensee with a view to ensuring that the Licensee hands over the Premises in accordance with the terms of this Agreement and the Licensee shall comply with such directions.
- 15.3 At the expiration or earlier termination of this Licence, unless the Licensee shall be entering into a further licence agreement for the Second or Third Term, the Licensee shall deliver to the Licensor possession of the Premises reinstated back to its original condition, unless otherwise required by the Licensor pursuant to **Clause 15.6** below. If the Licensee continues to occupy the Premises or fails to deliver vacant possession of the Premises after the expiration or earlier termination of the Licence granted under this Agreement, the Licensee shall note that all the provisions contained in this Licence shall remain binding upon the Licensee, and the Licensee will continue to pay the Monthly Fee or fee based on prevailing market rates, whichever is higher and/ or other sums as determined by the Licensor at its sole discretion until he delivers to the Licensor vacant possession of the Premises.
- 15.4 Restoration of the Premises to its original condition as required under **Clause 15.3** above shall be done at the Licensee's own cost. In the event that the necessary restoration works are not carried out by the Licensee or are not done to the full satisfaction of the Licensor by the date of the expiration or termination of the Agreement (or such later date as may be allowed by the Licensor), the Licensor may proceed to carry out such necessary restoration works and all costs and expenses thereby incurred shall be borne by the Licensee. In addition, the Licensee shall be liable for the **Monthly Fee** payable on the Premises until the time that the necessary restoration works have been completed to the satisfaction of the Licensor. The costs and expenses incurred for the restoration works and the Monthly Fee payable shall be recoverable from the Licensee forthwith as a debt and, if applicable, set-off against the Security Deposit. The Licensor shall be entitled to charge interest on any delayed payment by the Licensee in accordance with Clause 5.2 above of this Agreement.
- 15.5 For the purposes of **Clause 15.4** above, restoration of the Premises shall include, inter alia
- (a) the removal or demolition of all buildings, structures, materials, clearance of all debris;

- (b) the earthfilling of all depressions and backfilling with earth acceptable to the Licensor;
  - (c) conducting trial pits in accordance to the directions of the Licensor; and
  - (d) levelling and turfing of the Premises to the original levels, or the level as required by the relevant authority.
- 15.6 At the earlier termination or expiry of this Agreement, the Licensor may at its discretion require the Licensee to hand over the Premises:-
- (a) without restoration or with restoration only to such extent and in such manner as the Licensor may specify; and /or
  - (b) without demolishing and / or removing the buildings and structures in which event the Licensee shall make good to the entire satisfaction of the Licensor all the damage, defect or dilapidation to/of the Premises howsoever caused at any time during the First Term.

The Licensor's right over Licensee's property left on the Premises

- 15.7 If any property of the Licensee should remain in or upon the Premises after the Licensee has vacated the Premises at the expiry or earlier termination of the Licence granted under this Agreement, and the Licensee should fail to remove the same within **fourteen (14) days**, whether or not requested by the Licensor in writing to do so, then the property shall be deemed abandoned by the Licensee, and forfeited to the Licensor. The Licensor may sell or otherwise dispose of such property in any manner as it deems fit without being liable for any loss or damage occasioned thereby to the Licensee.
- 15.8 The Licensee shall fully indemnify the Licensor against any liability incurred by the Licensor to any third party whose property shall have been sold or otherwise disposed of by the Licensor in the mistaken belief held in good faith (which shall be presumed unless the contrary is proved) that such property belonged to the Licensee and was liable to be dealt with as such pursuant to **Clause 15.7** above.

**16. PART(S) OF PREMISES IS REQUIRED BY RELEVANT AUTHORITIES**

- 16.1 In the event that any part(s) of the Premises is required by the relevant authorities from time to time for roads and/or drainage or any other redevelopment as may be declared or notified to the Licensee in a written notice by the relevant authorities, the Licensee shall accept as conclusive evidence that such part(s) of the Premises are required for the purpose declared or notified in the said notice. The Premises shall,

for the purposes of this Agreement, exclude the said part(s) with effect from the date of the notice (or from such later date as may be specified in the notice), and the Licensee shall cease to occupy the said part(s). For the purposes of this **Clause 16.1**, the phrase “any other redevelopment” means works that are for public benefit, public use or for public purpose.

16.2 Upon receipt of the aforesaid written notice, the Licensee shall have the option of:

(a) terminating the Licence by giving to the Licensor 3 months in advance notice in writing, notwithstanding anything to the contrary in this Agreement and without prejudice to **Clause 13.1** and provided that:

(i) more than **50%** of the surveyed land area of the Premises referred to at **Clause 10.2.2** is required by the relevant authorities; or

(ii) as a result, the Licensee is no longer able to use the Premises for the Approved Use as mentioned in **Clause 8** of the General Conditions;

and during the period following the notice in writing and up to (and inclusive of) the date the Licensee vacates the Premises, the Licensor shall adjust the remaining Monthly Fees payable by the Licensee under **Clause 5.1** of the General Conditions, if the Licensor determines that the circumstances merit an adjustment; or

(b) continuing with the Agreement whereupon the Licensor shall adjust the Monthly Fee payable by the Licensee under **Clause 5.1** of the General Conditions for the remainder of the License Period, if the Licensor determines that the circumstances merit an adjustment.

16.3 Without prejudice to anything in this Clause 16, the Licensor shall not be held liable under the terms of this Agreement to pay the Licensee any compensation or for any losses, damages or expenses incurred howsoever by the Licensee as a result of the circumstances described in this Clause 16.

## 17. Re-definition of Boundary

17.1 Notwithstanding anything in the Agreement, the Licensor reserves the right to re-define at any time, without prior written notice and in any way they deem fit, any boundary of the Premises as may be indicated on any plan that has been drawn up for the purposes of the Agreement or that has been utilised in the course of the License Period (including the Topographical Plan at Appendix III).

17.2 Where the Licensor's re-definition of the boundary of the Premises pursuant to Clause 17.1 above results in the Licensee no longer being

able to use the Premises for the Approved Use as mentioned in Clause 8 of the General Conditions, the Licensee shall have the option of terminating the Agreement by giving the Licensor three (3) months in advance notice in writing, notwithstanding anything to the contrary in this Agreement and without prejudice to Clause 13.1. During the period following the notice in writing and up to (and inclusive of) the date the Licensee vacates the Premises, the Licensor may adjust the remaining Monthly Fees payable by the Licensee under Clause 5.1 of these General Conditions if the Licensor determines that the circumstances merit an adjustment.

- 17.3 Where the Licensor's re-definition of the boundary of the Premises pursuant to Clause 17.1 above results in a variance of more than 5% of the land area of the Premises, the Licensor may adjust the monthly fee payable by the Licensee under Clause 5.1 of these General Conditions if the Licensor determines that the circumstances merit an adjustment, taking into account the assessment of the Collector of Land Revenue and any other factors (including the Licensee's right to terminate the Agreement under Clause 17.2 above).
- 17.4 Where the Licensor's re-definition of the boundary of the Premises pursuant to Clause 17.1 above results in a variance of 5% or less of the land area of the Premises, the Monthly Fee payable by the Licensee under Clause 5.1 of these General Conditions shall not be adjusted.
- 17.5 For the purposes of Clauses 17.3 and 17.4 above, the land area of the Premises shall refer to the land area as stated in Clause 1.1(k) of these General Conditions *unless* a survey has been conducted pursuant to Clause 18.2 of these General Conditions and the Licensor has accepted the results thereof, in which case the land area of the Premises shall refer to the land area as surveyed under Clause 18.2 of these General Conditions.

## **18. Adjustment of Monthly Fee**

- 18.1 Any error or mis-statement as to the description of the land area of the Premises of this Agreement shall not invalidate this Agreement or entitle the Licensee to be discharged from it. The Licensee and the Licensor shall have the right to an adjustment of the Monthly Fee payable under this Agreement in the manner as provided in this Clause 5.1.
- 18.2 If upon a survey of the Premises which the Licensee and the Licensor have agreed between themselves to be undertaken and completed no later than 2 weeks from the commencement of the Agreement or such extended period as may be allowed by the Licensor, it is discovered that there is a difference between the land area ascertained by such survey or plan (hereinafter referred to as the "surveyed land area") and the land area stated in Clause 1.1(k) of the General Conditions (hereinafter

referred to as the “estimated land area”), and the result of such survey is accepted by the Licensor, the following shall apply:

- (a) If the surveyed land area is within 5% variance of the estimated land area, neither Licensee nor the Licensor shall have the right to any adjustment of the Monthly Fee.
- (b) If the surveyed land area is either more than or less than the estimated land area by more than 5% of the estimated land area, then there shall be a corresponding adjustment in the Monthly Fee which adjustment shall be determined by the Licensor and the Licensee shall, when doing so, take into account the merits and all the circumstances of the case, including without limitation, the actual increase or shortfall in the surveyed land area as compared with the estimated land area.

## **19. OTHER GENERAL CONDITIONS**

### **19.1 SERVICES TO THE PREMISES**

19.1.1 At his own cost, the Licensee shall procure water and electricity supply services to the Premises and install the necessary wiring, pipes or utilities meters.

19.1.2 The Licensee shall not, without giving the Licensor sixty (60) days' prior written notice, take any step to reduce, suspend, stop or in any way affect the continuous, uninterrupted and adequate supply of all utilities and any other services consumed or used at the Premises, before the expiry or early termination of the Licence granted under this Agreement.

### **19.2 PEST CONTROL**

19.2.1 The Licensee shall take all necessary precautions so as to prevent the breeding of mosquitoes at the Premises. Inspections to preclude the possibility of mosquito habitats such as depressions, open trenches, drains, sumps and wells, shall be carried out by the Licensee.

19.2.2 The Licensee shall take immediate steps to remedy any potential breeding spots for mosquitoes at the Premises. If mosquito breeding is found at the Premises, the Licensee shall be liable for the cost of remedying the situation, and for any fines or other sanctions imposed by the relevant authorities therefor.

19.2.3 The Licensee shall, at all times, at his own cost and expense, keep the Premises free from termite infestation, vermin, mosquito and other pests, and for this purpose, the Licensee

shall engage a licensed pest control contractor to carry out regular fumigation and chemical spraying, soil treatment and such other services as may be required and/or may be directed by the Licensor.

### **19.3 HAZARDOUS MATERIALS**

Save for materials which are necessary for or arising out of the Approved Use, the Licensee shall not keep or permit to be kept on the Premises or any part thereof any materials of a combustible, inflammable, explosive or dangerous nature and/or the keeping of which may contravene any local laws, regulations or by-laws.

### **19.4 LIVESTOCK**

The Licensee shall not keep or permit to be kept any animals, reptile or bird upon the Premises or any part thereof or in the surrounding areas designated by the Licensor.

### **19.5 REMOVAL FROM THE PREMISES**

The Licensee shall not remove, whether by sale or otherwise, any earth, clay, gravel or sand or other fill material from the Premises or permit or suffer any of the same to be removed except so far as shall be necessary for the construction of the Ready-Mix Concrete Batching Plants pursuant to the Works.

### **19.6 DISPOSAL OF WASTE**

19.6.1 The Licensee shall not dispose earth, debris or any other material on the Premises or the adjoining State Land. If the Licensee is found to have dumped waste, debris, rubbish or rubble on any State Land, he shall be responsible for the removal of all waste, debris, rubbish or rubble found at that dumping site and all costs thereof. For the avoidance of doubt, any purported excuse that he has no control over his agents, servants or workmen shall not exempt him from his responsibility or liability to the Licensor.

19.6.2 The Licensee shall make good and sufficient provision for the safe and efficient disposal of all waste including but not limited to pollutants generated at the Premises to the requirement and satisfaction of the Licensor and the relevant authorities and in the event of any default by the Licensee under this provision the Licensor may carry out such remedial measures as it thinks

necessary and all costs and expenses incurred thereby shall be recoverable forthwith from the Licensee as a debt.

#### **19.7 MARKETING, OUTDOOR SIGNBOARD, ADVERTISING, ETC**

The Licensee shall not erect, put up, display, affix, paint or otherwise exhibit any signboard, sign lights, announcement, placard, poster, advertisement, names, name plates, notices, banners, flags, flagstaff canvas, awnings, coverings or any other thing whatsoever upon any part of the Premises or on the exterior of the Ready-Mix Concrete Batching Plant or on the windows and doors thereof in or about any part of the structure on the Ready-Mix Concrete Batching Plant except such as shall be approved in writing by the Licensor. For avoidance of doubt, if approval is granted, all costs incurred for the above shall be borne by the Licensee.

#### **19.8 PROPER EXECUTION OF DUTIES**

19.8.1 The Licensee shall employ sufficient and suitable workmen, and supply spare parts, tools, consumables and non-consumable materials, diesel, transports and all necessary machinery and equipment for the proper execution of the Duties and any other obligations under the Agreement.

19.8.2 The Licensee shall do everything necessary for the proper execution of obligations under this Agreement according to the true intent and meaning of this Agreement whether the same may or may not be particularly described in this Agreement.

#### **19.9 PUBLIC INSTALLATIONS**

The Licensor shall have the right at any time and from time to time to require the Licensee to take necessary and effective measures as in the sole opinion of the Licensor may from time to time be required so as not to jeopardise the security of public installation(s) near the Premises. The Licensee shall take immediate action to carry out the required measures at the Licensee's own costs upon receipt of notice in writing given by the Licensor.

### **20. DISCLOSURE OF INFORMATION**

The Licensor, shall be entitled, at any time, and from time to time, and without reference to the Licensee, to disclose (whether in writing or otherwise) to any third party (including without limitation any occupiers at the Premises) all such information as the Licensor deems fit, relating to the licence granted under this Agreement including the terms and conditions of this Agreement, the



Licensee's breach or purported breach of any of the provisions of this Agreement and the actions or proposed actions to be taken by the Licensor against the Licensee.

## 21. MEDIATION

- 21.1 Notwithstanding anything in this Agreement, in the event of any dispute, controversy or claim arising out of or relating to this Agreement, neither Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through medication in accordance with the mediation rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this **Clause 21.1** if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 21.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 21.1**.
- 21.3 The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation failing which either Party may commence with litigation proceedings or any other form of dispute resolution.
- 21.4 Failure to comply with **Clauses 21.1 and 21.2** above shall be deemed to be a breach of this Agreement.

## 22. DISPUTE RESOLUTION

- 22.1 Where the dispute is not resolved despite mediation in accordance with **Clause 21** of these General Conditions, the Licensor shall:
- (a) be entitled to elect by written notice thereof to the Licensee to have the dispute or difference resolved by the Singapore Courts or by arbitration; or
  - (b) make the election within thirty (30) days of the receipt of the Licensee's written notice which shall:
    - (i) state the specific dispute to be resolved and the nature of such dispute; and
    - (ii) include a request that the Licensor make an election as to whether the dispute as stated shall be resolved by reference to arbitration or by court proceedings.

- 22.2 Subject to **Clause 22.1** above, the Licensor can elect to have any dispute or difference resolved by:

- (a) the Singapore Courts, subject to Clause 29 of these General Conditions; or
- (b) arbitration, in accordance with the following:
- (i) The arbitration shall be conducted in the English language and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause and the award of the arbitrator shall be final and binding on the parties; and
  - (ii) The Licensor may elect to refer to arbitration all or any part of the dispute as stated by the Licensee in its written notice;
  - (iii) Neither Party may commence any action in court before the Licensor has made the election as set out in **Clause 22.1** above;
  - (iv) The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligation of the Licensee under this Agreement, except in so far as such obligations relate to the subject matter of such proceedings or unless this Agreement is terminated;
  - (v) Either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator;
  - (vi) If no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority;
  - (vii) The Appointing Authority shall be the Chairman of the SIAC; and
  - (viii) Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Act (Chapter 10) for the time being in force in Singapore.

## 23. FORCE MAJEURE

- 23.1 Subject to **Clause 23.2** below, if during the period of this Agreement, a state of war, or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Agreement, any question in respect of the continuance, suspension or determination of this Agreement shall be settled by mutual agreement between the Licensee and the Licensor. Failing such agreement, the question shall be settled in accordance with

**Clauses 21 and Clause 22** of this Agreement but without prejudice to any accrued right of action of the Licensor in respect of any antecedent breach of this Agreement by the Licensee.

23.2 In the event that the Premises or any part thereof shall at any time during the License Period be subject to pandemic, be subject to epidemic, be destroyed or damaged by fire, lightning, riot, strikes, explosion, Acts of God or any other inevitable cause beyond the Licensee's control so as to be unfit for occupation and use, the Licensor may at its sole discretion:

- (a) suspend the Licensee's obligation to pay Monthly Fee or a just and fair proportion thereof as the Licensor may determine according to the nature and extent of the damage for any period during which the Premises continue to be unfit for occupation and use by reason of such damage; or
- (b) terminate this Agreement forthwith by written notice without compensation or liability to the Licensee and without prejudice to any accrued right of action of the Licensor in respect of any antecedent breach by the Licensee.

23.3 For the avoidance of doubt, the Licensor will not be obliged to consider any reduction or suspension of the Monthly Fee under this **Clause 23** if:

- (a) the damage or destruction is caused by; or
- (b) the insurance policies in relation to the Premises are affected by; or
- (c) the payment of the policy monies under the insurance policies referred to in **Sub-Clause 23.3 (b)** above are refused (entirely or partly) as a result of;

any act, omission, default or negligence of the Licensee or his employees, agents, independent contractors or any permitted occupier.

## **24. INDEMNITY**

24.1 The Licensee shall be liable for and shall indemnify and keep indemnified the Licensor against all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including those relating to death or injury to persons or loss or damage to property, and legal costs and expenses on a full indemnity basis) suffered or incurred by or made against the Licensor arising directly or indirectly out of or in connection with:

- (a) The use or occupation of the Premises by the Licensee or any of its employees, agents, sub-contractors or independent contractors;

- (b) Any act, default, omission or negligence of the Licensee or by any of its employees, agents, sub-contractors or independent contractors on the Premises; and
- (c) Any breach or non-observance by the Licensee of any provisions of this Agreement.

24.2 For the avoidance of doubt, **Clause 24.1** above is without prejudice to the Licensee's obligations under **Clause 10.6** of these General Conditions, and the indemnity provided by the Licensee under this **Clause 24** shall include any costs of making good any damage to property real or personal, and any damages or compensation payable at common law or under any statute, in respect of or in consequence of any accident, illness or injury to any workman or other person in the employment of the Licensee, his agents or servants.

24.3 Without prejudice to **Clauses 24.1 and 24.2** above, the Licensee shall indemnify the Licensor against any liability incurred by the Licensor to any person against all claims, demands, damages, costs, expenses, proceedings or actions whatsoever made against or incurred by the Licensor, by reason of any negligence, default or breach by the Licensee, his agents or servants of this Agreement.

## 25. NOTICES

Any notice served under or otherwise in connection with this Agreement shall be deemed properly served on the Licensee if forwarded or sent to the Licensee by registered post to his registered address or his address as stated in this Agreement, or such other address as may be notified to the Licensor and shall be deemed properly served on the Licensor if delivered to the Collector of Land Revenue personally or sent to the Collector of Land Revenue at the Building and Construction Authority by registered post. A notice sent by registered post shall be deemed to be duly served on the date of recorded delivery.

## 26. SEVERABILITY

In the event that any provision of this Agreement shall become void, voidable, illegal or otherwise unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall as far as possible remain in full force and effect.

## 27. WAIVER

27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Agreement, at law or in equity, or arises from any breach by any of the other Parties of this Agreement, be deemed to be or be construed as, (i) a waiver thereof, or of any other

such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

- 27.2 Any waiver granted under this Agreement must be in writing and may be given subject to conditions. Such waiver will be effective only in the instance and for the strict purpose for which it is given.
- 27.3 Any waiver by any Party hereto of its right, in any instance, to require compliance with any of the terms of this Agreement by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.
- 27.4 No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.

## **28. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect, of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only possible remedy available to the Parties for breach of warranty shall be a remedy for breach of contract where allowed at law. Nothing in this clause shall however operate to limit and exclude any liability for fraud.

## **29. APPLICABLE LAW**

Without prejudice to Clause 21.2(b), this Agreement shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore Courts.

## **30. CONTRACTS (RIGHTS OF THIRD PARTIES)**

The Licensee acknowledges and agrees that the Licensor and BCA (and such managing agent as may be notified by the Licensor to the Licensee from time to time) are each entitled to obtain and enforce their benefit under this Agreement. Except as expressly set out in this **Clause 30**, any person not a party to this Agreement shall acquire no rights whatsoever under this

Agreement by virtue of the Contracts (Rights of Third Parties) Act, (Chapter 53B) or otherwise.

### **31. APPENDICES**

The appendices to this Agreement, listed as follows, shall form an integral part of this Agreement:

- i. Technical Requirements, other Duties of the Licensee & other Agencies' Requirements (**Appendix I**)
- ii. Specimen of Banker's Guarantee/Insurance or Performance Bond (**Appendix II**)
- iii. Topographical Plan and Layout Plan (**Appendix III**)
- iv. Site Location Plan (**Appendix IV**)

Breach of any term or condition in the appendices shall constitute a breach by the Licensee under this Agreement. In the event of any inconsistency between the contents of the appendices and the contents of the General Conditions, the contents of the General Conditions shall prevail.

### **32. JOINT AND SEVERAL LIABILITY**

In the event that the Licensee consists of more than one member, each member of the Licensee acknowledges and agrees that such member is individually contracted to the Licensor and that references to the Licensee in this Agreement shall be deemed to refer to each member and that all obligations on the part of the Licensee in this agreement are joint and several obligations on the part of each member.

### **33. CONSENT / APPROVAL REQUIRED OF THE LICENSOR**

In the event that any consent or approval is required of the Licensor under any provision of this Agreement, such consent or approval may be given or withheld by the Licensor at its absolute discretion. If given, the consent or approval shall be in writing and on such terms and conditions as the Licensor shall at its absolute discretion deem fit to impose (including the payment of additional Monthly Fees, fees and charges and the provision of additional security deposits).

### **34. EXCLUSION OF WARRANTY AS TO USE**

Nothing in this Agreement or in any consent granted by the Licensor or its agent is to imply or warrant that the Premises may lawfully be used under the Planning Act (Chapter 232) for the Approved Use or for any use or purpose subsequently authorised by the Licensor.

### **35. VARIATION**

35.1 Subject to Clause 35.2 below, any amendment to this Agreement shall not be valid unless mutually agreed in writing by the Licensor and Licensee.

35.2 Notwithstanding Clause 35.1 above, the Licensor may amend and/or modify the Duties of the Licensee, as set out in Appendix I, by giving the Licensee at least fourteen (14) days' prior notice of the amendment and/or modification.

## **36. CUMULATIVE REMEDIES**

The rights and remedies of the Licensor and Licensee under this Agreement are cumulative and are in addition and without prejudice to any rights or remedies the Licensor / Licensee may have at law or in equity. Further, no exercise by the Licensor / Licensee of any one right or remedy under this Agreement shall operate so as to hinder or prevent the exercise by it of any other right or remedy under this Agreement or any other right existing at law or in equity.

## **37. LIMITATION OF LIABILITY**

37.1 In no event will the Licensor be liable for:

- (a) Any incidental, indirect, special, or consequential costs or damages of any kind; or
- (b) Any lost business, revenues, goodwill, or profits; failure to realize expected savings whether or not the authority was aware or should have been aware of the possibility of such costs, expenses, or damages.

37.2 To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.

## **38. SET-OFF**

Whenever under this Agreement any sum of money shall be recoverable from or payable by the Licensee, the same may be deducted from any sum then due or which at any time thereafter may become due to the Licensee under this Agreement with the Licensor.

## **39. EXERCISE OF RIGHTS BY THE LICENSOR**

Any exercise of the Licensor's rights under this Agreement is without prejudice to BCA's rights and powers under written law, including the Building and Control Act (Chapter 29) and all related subsidiary legislation.

**40. NO ALTERNATIVE SITE**

No alternative site shall be given to the Licensee on the termination, cancellation, revocation or expiry of this Agreement.

**41. SURVIVAL OF CLAUSES**

Clauses 6, 15, 30, 36, 37, 38 and 42 of these General Conditions and such other provisions which by implication are intended to survive the expiry, cancellation, revocation or termination of this Agreement, shall survive the expiry, cancellation, revocation or termination of this Agreement (howsoever caused).

**42. CONFIDENTIALITY**

Except with the written consent of the Licensor, the Licensee shall not disclose any information issued or furnished by or on behalf of the Licensor in connection with this Agreement to any person. In addition to the foregoing, the Licensee shall not make use of any information obtained directly or indirectly from the Licensor other than for the purposes of this Agreement, without prior written consent of the Licensor.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above written.

Signed by

Tan Chee Kiat )  
Collector of Land Revenue ) \_\_\_\_\_

in the presence of:

Ms Ng Siew Kuan )  
Director (Strategic Resources Department) ) \_\_\_\_\_  
Building and Construction Authority

Signed by

Name: )  
Designation: ) \_\_\_\_\_

for and on behalf of  
**(Name of Licensee)**  
in the presence of:



Name: )  
NRIC: ) \_\_\_\_\_

Company Stamp: ) \_\_\_\_\_

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