

SALE OF AGRICULTURAL LAND FOR FARM USE

LCK 220, LCK 221, ST 28G, ST 28H, ST 28I

CONDITIONS OF TENDER

CONTENTS	PAGE
CONDITIONS OF TENDER	2
• APPENDIX A: DETAILED GUIDELINES	27
• APPENDIX B: FORM OF BUILDING AGREEMENT	29
• APPENDIX C: FORM OF LEASE	43
• APPENDIX D: DRAFT BUILDING PROGRAMME	66
• APPENDIX E: UNDERTAKING	67
• APPENDIX F: TECHNICAL CONDITIONS OF TENDER	69

CONDITIONS OF TENDER

1. Definitions and Interpretation

- 1.1 In these Conditions of Tender, the following words and expressions shall have the meanings hereby assigned to them, unless the context otherwise requires:

“90 Days Period” means the period of ninety (90) days from and including the date of the Tender Acceptance Letter.

“Appointed Company” has the meaning ascribed to it in Condition 40.1.

“Authority” means the relevant governmental and statutory authorities.

“Balance Lot(s)” has the meaning ascribed to it in Condition 17.

“Cadastral Survey Cost” means the cost and expense incurred by SFA for the cadastral survey of the Land and the Balance Lot(s) as set out in Condition 17.

“Certificate of Stamp Duty” means the stamp certificate issued by the Commissioner of Stamp Duties in accordance with the Stamp Duties Act 1929.

“Conditions of Tender” means these Conditions of Tender and includes all supplementals, additions, variations and amendments to them.

“Contract” means any contract made between the Successful Tenderer and SFA by the acceptance of his Tender and includes the Invitation to Fixed Price Tender and the formal agreement made by the parties in the event that a formal agreement is prepared and executed.

“Development” has the meaning ascribed to it in Condition 21.

“Date of Tender Acceptance” has the meaning ascribed to it in Condition 11.1.

“Fixed Amount Tender Deposit” has the meaning ascribed to it in Condition 8.5.

“Fixed Sale Price” has the meaning ascribed to it in Condition 5.

“Fixed Price Tender System” has the same meaning as provided in the Paragraph C of the Invitation to Fixed Price Tender.

“Form of Building Agreement” means the form of the Building Agreement set out in **Appendix B**.

“Form of Tender” means the Form of Tender as included in the Tender Documents and such other forms of tender as may be provided by SFA prior to the Tender Closing Date, to be submitted by the Tenderer in accordance with Condition 8.

“Form of Lease” means the form of the Lease set out in **Appendix C**.

“Fruited Vegetable” means any of the varieties of Vegetable where the fruit or reproductive body of the seed plant are intended for human consumption.

Examples include tomato, brinjal, cucumber, chilli, wax gourd, bitter gourd, okra, French bean, long bean but exclude apple, orange, papaya, chiku, rambutan, banana, durian, guava, mangosteen, jackfruit, dragon fruit and other sweet fruits generally used for desserts or snacks rather than in main courses of meals.

“Government” means the Government of the Republic of Singapore and includes its duly appointed servants and agents.

“GST” means the applicable goods and services tax as defined under the Goods and Services Tax Act 1993.

“Land” means the parcels of land more particularly described in Paragraph A of the Invitation to Fixed Price Tender.

“Land Parcel” means the individual parcels of land that collectively make up the Land.

“Lease” means the lease of the Land to be granted by the Lessor pursuant to Condition 2, and shall include all supplementals, additions, variations and amendments to it.

“Leafy Vegetable” means any of the varieties of Vegetable where the leaves are intended for human consumption.

“Lessor” means the Singapore Food Agency (SFA) and its successors-in office.

“Letter of Possession” means the letter delivered to the Successful Tenderer under Condition 15.2.

“Mushroom” means any of the varieties of fungi intended for human consumption.

“Particulars of Tender” means the foregoing Particulars of Tender attached to the Invitation to Fixed Price Tender (and which form an integral part of these Conditions of Tender), and includes all supplementals, additions, variations and amendments to it.

“Potential Production Output” means the annual production output of Leafy Vegetable, Fruited Vegetable or Mushroom that the Tenderer indicates at Section 2(c) of the Tender Proposal Form.

“Public Utilities Board” means the Public Utilities Board constituted under the Public Utilities Act 2001.

“SFA” means the Singapore Food Agency, having its office situated at 52 Jurong Gateway Road, #14-01, Singapore 608550, and its duly appointed employees, servants and agents.

“Successful Tenderer” means the Tenderer whose Tender is accepted in the manner referred to in Condition 11 and where the context so admits shall include the Successful Tenderer’s successors and permitted assignees.

“Technical Conditions of Tender” means the technical conditions for the development of the Land set out in **Appendix F**, and includes all supplementals, additions, variations and amendments to it.

“Temporary Occupation Permit” means the temporary occupation permit issued under the Building Control Act 1989.

“Tender” means an offer to lease the Land made in accordance with these Conditions of Tender.

“Tender Acceptance Letter” means the letter of acceptance issued by SFA pursuant to Condition 11.1.

“Tenderer” means a person who submits a Tender for the Land.

“Tender Closing Date” means the date stipulated in Condition 8.1.

“Tender Documents” means the documents issued by SFA containing the Invitation to Fixed Price Tender, the Tender Brief, these Conditions of Tender, the Conditions and Requirements of Relevant Authorities/Public Utility Licensees (For Tenderers’ information only), the Technical Information Booklet, the Form of Tender, the Tender Proposal Form, the Price Schedule, and the Envelope Label Cover.

“Tender Proposal” means the contents that are declared in the Tender Proposal Form.

“Tender Proposal Form” means the Tender Proposal Form as included in the Tender Documents and such other forms of Proposal as may be provided by SFA prior to the Tender Closing Date, to be submitted by the Tenderer in accordance with Condition 8.

“Vegetable” means any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts.

“Vegetable Farming” means the production of any of the varieties of Vegetable intended for human consumption.

- 1.2 Words importing the singular shall also include the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.4 Words denoting natural persons shall include corporations and firms.
- 1.5 In computing the number of days under these Conditions of Tender, “day” means any day from Monday till Sunday (both inclusive), including a public holiday. Notwithstanding the aforesaid, when an act is to be done or taken on a certain day, then, if that day happens to be a Sunday or a public holiday, the

act shall be considered as done or taken if it is done or taken on the next day afterwards, not being a Sunday or public holiday.

- 1.6 The headings in these Conditions of Tender are for convenience or reference only and shall not be deemed to be part of these Conditions of Tender or be taken into consideration in the interpretation or construction of these Conditions of Tender.
- 1.7 Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and for the time being in force and be deemed to include any subsidiary legislations made thereunder.
- 1.8 The Appendices mentioned in these Conditions of Tender shall form an integral part of these Conditions of Tender and the provisions thereof shall have the same force and effect as if expressly set out in the main body of these Conditions of Tender. References made to an Appendix are to the Appendices attached to these Conditions of Tender.
- 1.9 References to the Lease, these Conditions of Tender and the Technical Conditions of Tender shall include any plans, drawings, reports and other documents referred therein, appended or annexed to any of such document.
- 1.10 Where there are two or more persons included in the term "Successful Tenderer", all terms and conditions in these Conditions of Tender shall be deemed to be made by and shall be binding on and applicable to such persons jointly and severally.
- 1.11 Unless otherwise stated, any reference to a numbered Condition in these Conditions of Tender means the condition in these Conditions of Tender which is so numbered.

2. Lease of Land by Tender

- 2.1 The lease of the Land is to be sold by public tender by SFA subject to these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement, the Lease, the Form of Tender and the Tender Proposal Form.
- 2.2 The Successful Tenderer shall, subject to the provisions of these Conditions of Tender, the Technical Conditions of Tender, the Form of Building Agreement and the Form of Lease, be granted a lease of the Land for a term of twenty (20) years which would commence upon receipt of full payment of the Fixed Sale Price along with associated taxes and other fees by SFA or SLA (herein referred to as the "**Lease Term**") by the Lessor in the form and on the terms and conditions as set out in **Appendix C**.
- 2.3 Upon the written request of the Successful Tenderer made not earlier than five (5) years from the commencement of the term of the Lease and not later than three (3) years prior to the date of expiry of the term of the Lease, the Lessor may, at its absolute discretion, grant the Successful Tenderer a lease of the Land for a further term of ten (10) years at a premium to be determined by the Chief Valuer and on such terms and conditions as may be mutually agreed between the Lessor and the Successful Tenderer, provided that there shall not at the time of the Successful Tenderer's request be any existing breach or non-

observance of the covenants or conditions or other provisions on the part of the Successful Tenderer contained in the Lease.

- 2.4 All the provisions in the Form of Lease set out in **Appendix C** shall be observed and performed by the Successful Tenderer as if they have been specifically set out herein.
- 2.5 SFA reserves the right to withdraw the public tender for the lease of the Land at any time without being liable for any cost, expenses, losses and damages.

3 Knowledge of contents of Tender Documents

Each Tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of the Form of Lease in **Appendix C**, the Particulars of Tender, these Conditions of Tender, the Form of Building Agreement and the Technical Conditions of Tender contained in the Tender Documents, including all supplementals, additions, variations and amendments to the Form of Lease, the Particulars of Tender, these Conditions of Tender, the Form of Building Agreement and the Technical Conditions of Tender and any plans, drawings, reports and other documents referred to, mentioned in, appended or annexed to the Form of Lease, the Particulars of Tender, these Conditions of Tender, the Form of Building Agreement and the Technical Conditions of Tender, made by SFA prior to the Tender Closing Date and notified to the persons who registered to download the Tender Documents from the SFA website (www.sfa.gov.sg/landsales).

4 Fixed Price Tender

The tender for the Land is based on a Fixed Price Tender System. Under this system, the Sale Price (exclusive of GST) is fixed, and the Tenderers are evaluated based on their submission in the Tender Proposal Form.

5. Fixed Sale Price

The fixed sale price (exclusive of GST) stipulated in the Price Schedule in respect of the applicable permitted use for the Land ("**Fixed Sale Price**") shall be the tendered sale price in the Successful Tenderer's Tender that is accepted by SFA in accordance with Condition 11.

6. Technical Conditions of Tender

The Successful Tenderer shall in addition to these Conditions of Tender comply with the Technical Conditions of Tender for the Land as if they have been specifically set out in these Conditions of Tender.

7. Permitted Use of the Land

The Land is to be used for **Vegetable Farming** subject to the technical parameters and other stipulations, prohibitions and restrictions set out in the Detailed Guidelines at **Appendix A**.

8. Submission of Tender and Fixed Amount Tender Deposit

- 8.1 The Tenderer shall submit information required as per Para H in "**Invitation to Fixed Price Tender**" Section with Tender Closing Date as 7 December 2023.

It is the responsibility of the Tenderers to ensure delivery of their information and documents into the designated Tender Box.

- 8.2 Submission of Tender by telex, telegram, facsimile or electronic mail is not permitted. SFA shall not accept or be responsible for any Tender received through the post. It will be the responsibility of the Tenderer to ensure delivery into the Tender Box, which will be in a position accessible to the public.
- 8.3 SFA reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in these Conditions of Tender.
- 8.4 Where the Tenderer is a company not incorporated in Singapore, the Tenderer shall also submit together with the duly completed and signed Form of Tender and the Tender Proposal Form submitted in accordance with Condition 8, copies of the following documents certified to be true copies by the Tenderer's director:
- 8.4.1 Certificate of incorporation or registration in the Tenderer's place of incorporation or origin or a document of similar effect; and
- 8.4.2 Particulars of the Tenderer relating to its registered office address, principal activities, share capital, officers, directors and shareholders as registered with and maintained by the relevant authority at its place of incorporation or origin.
- 8.5 Each Tenderer shall pay the tender deposit as stipulated in the Price Schedule ("Fixed Amount Tender Deposit"). The Fixed Amount Tender Deposit shall be received by SFA latest by Tender Closing Date and Tender Closing Time. Should the Tenderer reject the award of any Land Parcel, the Fixed Amount Tender Deposit submitted shall be forfeited and SFA shall reserve all its rights and entitlements under these Conditions of Tender.
- 8.5.1 Each Tenderer shall pay the alienation processing fee of **Singapore Dollars One Thousand (S\$1,000/-) per Parcel** ("Processing Fee"). The Processing Fee shall be received by SFA latest by Tender Closing Date and Tender Closing Time. Should the Tenderer reject the award of any Land Parcel, the Processing Fee submitted shall be forfeited and SFA shall reserve all its rights and entitlements under these Conditions of Tender.
- 8.6 The Fixed Amount Tender Deposit and Processing Fee shall be paid at or before the time of submission of Tender to "Singapore Food Agency" via PayNow or bank transfer according to the instructions listed in the Form of Tender Para 5 & 6.
- 8.7 **Fixed Amount Tender Deposit and Processing Fee paid in CASH or CASHIER'S ORDER or CHEQUE or any other means WILL NOT BE ACCEPTED.**
- 8.8 Failure to effect payment of the Fixed Amount Tender Deposit for any Tender in the manner set out in Conditions 8.5 and 8.6 shall render the Tender disqualified.
- 8.9 The Fixed Amount Tender Deposit and Processing Fee shall be forfeited if the Tenderer withdraws his Tender after Tender Closing Time on Tender Closing

Date but shall otherwise be refunded without interest to all unsuccessful Tenderers within one (1) week from the award of the tender to the Successful Tenderer and thereafter such unsuccessful Tenderers shall have no claim whatsoever against SFA.

8.10 For the purpose of these Conditions of Tender, any amendment by the Tenderer of his Tender or any part thereof after Tender Closing Time on the Tender Closing Date shall unless expressly allowed by SFA in writing be deemed to be a withdrawal of such Tender.

8.11 Tenders submitted shall remain valid for a period of 6 months ("**Tender Validity Period**") from and including the date of tender launch, i.e. up to and including 4 April 2024,

8.11.1 SFA reserves the right to extend the Tender Validity Period by such period not exceeding two (2) weeks immediately after the Tender Validity Period. SFA shall provide all Tenderers with three (3) days' prior written notice of any extension to the Tender Validity Period, which extended period shall also form part of and be referred to as the "Tender Validity Period". Each Tenderer shall be deemed to have agreed and accepted that the Tender submitted by him shall in such event remain valid until expiry of any extension to the Tender Validity Period.

8.12 The Fixed Amount Tender Deposit and Processing Fee shall be forfeited by SFA if the Tenderer withdraws his Tender during the Tender Validity Period.

9. Rejection and Disqualification of Tender

9.1 SFA reserves the right not to award the Tender to any Tenderer without assigning any reason and without being liable for any costs, damages, losses and/or expenses.

9.2 SFA's decision shall be taken as final and SFA shall be under no obligation to enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a Tender.

9.3 Tenders submitted by the following categories of persons and companies will be disqualified and will not be considered:

9.3.1 persons under the age of twenty-one (21) years;

9.3.2 persons and companies debarred by the Government from participating in tenders or auctions of the ministries and departments of the Government and statutory boards;

9.3.3 persons against whom a bankruptcy petition has been presented in the High Court of Singapore;

9.3.4 persons against whom a bankruptcy order has been made or an application under the Bankruptcy Act 1995 for an interim order has been made;

9.3.5 insane persons;

- 9.3.6 companies for which a petition for winding up has been presented in the High Court of Singapore or companies in liquidation;
 - 9.3.7 companies placed under receivership and a receiver has been appointed over the assets or property of the company; and
 - 9.3.8 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.
- 9.4 In addition to Condition 8, the following tenders will be disqualified and will not be considered:
- 9.4.1 any tender submitted without the Tender Proposal Form; and
 - 9.4.2 any tender submitted without declaring the annual production output as the Potential Production Output in Section 2(c) of the Tender Proposal Form.
- 9.5 In the event the Tender is disqualified, SFA shall be entitled to forfeit the Fixed Amount Tender Deposit and Processing Fee.

10. Compliance with Instructions

- 10.1 Tenders will be accepted only if submitted according to the instructions contained and in the forms prescribed in the Tender Documents. Any Tender which attempts to vary the Form of Tender, the Tender Proposal Form, these Conditions of Tender, the Form of Building Agreement or the Form of Lease is liable to be rejected.
- 10.2 Tenderers shall give unconditional tender submissions and acceptances. In particular, Tenderers shall agree to:
- 10.2.1 achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by SFA and to maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term; and
 - 10.2.2 ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term.

11. Acceptance of Tender


- 11.1 As soon as SFA has selected the Successful Tenderer, SFA shall inform the Successful Tenderer of the acceptance of his Tender by letter ("**Tender Acceptance Letter**") sent to him by email/post or, if SFA deems fit, delivered to him by hand, to the email address and physical address given in his Form of Tender and such letter so sent shall be deemed to have been received by the addressee (if sent by post) in due course of post or (if delivered by hand) on the day of delivery. **The date of the Tender Acceptance Letter from SFA to the Successful Tenderer shall be deemed to be the date of acceptance by SFA of the Tender ("Date of Tender Acceptance").**

- 11.2 Prior to the signing of the Building Agreement, the Successful Tenderer shall, subject to Condition 11.3, pay the proper amount of ad valorem stamp duty chargeable on the Tender Acceptance Letter under Article 8(b) or 8(c) of the First Schedule of the Stamp Duties Act 1929 (whichever is applicable) within fourteen (14) days from and including the Date of Tender Acceptance directly to Inland Revenue Authority Of Singapore (IRAS) and shall on or before the expiry of the 90 Days Period furnish to SFA a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter.
- 11.3 Where the Commissioner of Stamp Duties allows an extension of time for payment of the said ad valorem stamp duty, the Successful Tenderer may pay such duty within such extended time as allowed and shall furnish to SFA the said copy of the Certificate of Stamp Duty within seven (7) days from and including the date of payment of the said ad valorem stamp duty.

12. Payment of Fixed Sale Price and Cadastral Survey Cost

The Successful Tenderer shall pay:

- 12.1 within twenty-eight (28) days from and including the Date of Tender Acceptance, twenty-five per cent (25%) of the Fixed Sale Price (less the Fixed Amount Tender Deposit and excess Processing fee paid if applicable), together with GST payable on the twenty-five per cent (25%) of the Fixed Sale Price, in the following manner:

Land Parcels	Possible Payment Modes
LCK 220	PayNow (QR code below) or bank transfer to "Singapore Food Agency" DBS Bank account number: 001-072102-0) 
LCK 221	
ST 28G	1) By electronic fund transfer to bank account SLA / AG (DBS Bank / 001-900201-0); OR 2) By telegraphic transfer to bank account SLA / AG (DBS Bank / 001-900201-0);
ST 28H	
ST 28I	

and

- 12.2 on or before the date of expiry of the 90 Days Period:

- 12.2.1 the balance of seventy-five per cent (75%) of the Fixed Sale Price, together with the GST payable thereon, in the manner as stipulated by Para 12.1; and

12.2.2 the sum listed in the table below being the Cadastral Survey Cost, via PayNow or bank transfer to “Singapore Food Agency”.

Land Parcels	Locations	Mukim No.	Cadastral Survey Cost (inclusive of GST) (S\$)
LCK 220	Neo Tiew Harvest Link	MK12-01817P	86.10
LCK 221	Neo Tiew Harvest Link	MK12-01818T	86.10
ST 28G	Sungei Tengah Road	MK11-03741A with adjoining MK11-80002A	11,818.86
ST 28H	Sungei Tengah Road	MK11-03744X with adjoining MK11-80001T	11,818.86
ST 28I	Sungei Tengah Road	MK11-03745L with adjoining MK11-80000P	11,818.86

13. Signing the Building Agreement

- 13.1 The Successful Tenderer or the Appointed Company under Condition 40 shall endorse the Building Agreement in duplicate within two (2) weeks from the receipt and acceptance by SFA of the payment in full of the Fixed Sale Price.
- 13.2 If the Successful Tenderer is made up of two (2) or more persons, each and every person shall endorse the Building Agreement in accordance with Condition 13.1.

14. Signing the Lease

The Successful Tenderer shall endorse the Lease in duplicate and return the same to SFA within fourteen (14) days from the date of SFA’s notification letter served to the Successful Tenderer.

15. Possession of Land

- 15.1 Vacant possession of the Land shall not be delivered to the Successful Tenderer until receipt by SFA of all of the following:
- 15.1.1 payment in full of the Fixed Sale Price, Processing fee, the Cadastral Survey Cost (if applicable) and any associated prevailing GST payable;
 - 15.1.2 unless Condition 11.3 applies, a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter in accordance with Condition 11.2;
 - 15.1.3 payment in full of all amounts due and payable under Condition 18, and any other monies as may be stipulated by SFA to be due and payable under Condition 40 (if applicable);
 - 15.1.4 the certified list(s) of shareholders in accordance with Conditions 39.3 and 40.5 (whichever is applicable);

- 15.1.5 the duly executed undertaking(s) in accordance with Conditions 39.2.2, 40.3.2 and 40.4.2 (whichever is applicable); and
- 15.1.6 such other duly executed agreements and documents as may be stipulated by SFA under Condition 40 (if applicable).
- 15.2 Possession shall be given to the Successful Tenderer by delivering to him a letter ("**Letter of Possession**") stating that possession of the Land shall be deemed to be handed over to him with effect from such date as specified in the Letter of Possession.
- 15.3 SFA shall not be required to remove any rubbish, debris or articles on, under or within the Land or to clean up the Land or any part thereof at any time whether before, on or after the date of the Letter of Possession. Without prejudice to the foregoing, SFA shall be entitled to undertake land clearance and land preparation works on the Land.
- 15.4 The Successful Tenderer shall accept the Land on an "as is where is" basis as regards the matters mentioned in Condition 16 as at the date of the Letter of Possession and the Successful Tenderer shall not make any objection or requisition whatsoever in respect thereof nor shall the Successful Tenderer at any time:
- 15.4.1 withhold payment of any monies;
- 15.4.2 object to or refuse the delivery of possession of the Land to him;
- 15.4.3 delay or refuse to observe or perform any of the terms, conditions and warranties of these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement or the Lease;
- 15.4.4 claim for any compensation or reduction of the Fixed Sale Price; or
- 15.4.5 require SFA to remove any encroachment, building, structure, fixture, fitting or thing present on, under or within the Land.
- 15.5 No length of time or of enjoyment of the Successful Tenderer of the Land shall give a right to him to retain the Land or any part thereof other than as provided in these Conditions of Tender or shall affect or deprive the Lessor in any way of his rights and powers under the law as reversionary owner of the Land.

16. Description & Condition of Land

- 16.1 The Land is to be leased subject to all easements and rights (if any) subsisting thereon and thereover without any obligations on the part of SFA to define the same. The Tenderer may refer to the Location Plan, Control Plan and other Plans as set out in the Technical Information Booklet.
- 16.2 Each Tenderer and the Successful Tenderer shall not raise any objection to and shall be deemed to have notice of:
- 16.2.1 the actual state and condition of the Land including the soil condition of the Land and all matters as regards access, ingress and egress, drainage and utility services affecting the Land;

16.2.2 the existence of any encroachment, building, structure, fixture, fitting or thing present on, under or within the Land;

16.2.3 any easements, rights of way and all other encumbrances, if any, affecting the Land; and

16.2.4 if the Land has any pond(s) on or within it, the quality of the water in such ponds on or within the Land,

and shall not raise any objection or requisition whatsoever in respect thereof and no abatement of the Fixed Sale Price or compensation will be allowed.

16.3 The Successful Tenderer shall be deemed to have leased the Land with full knowledge and notice of all schemes or proposed schemes, layouts, matters, things, orders and notices which shall be complied with by and at the cost and expense of the Successful Tenderer who shall not be entitled to make or raise any objection or requisition whatsoever in respect thereof.

16.4 From the Date of Tender Acceptance, the Land shall be at the sole risk of the Successful Tenderer as regards deterioration, loss, destruction or damage caused by fire, act of God or other accident, non-occupation or otherwise.

16.5 In the event that there are existing utility services such as pipes, cables etc on, under or within the Land, the Successful Tenderer may be required to divert, repair or protect such existing utility services and the cost and expense of diversion, repair or protection (if any) shall be borne by the Successful Tenderer and shall be paid forthwith on demand to the Public Utilities Board or other relevant authorities, agencies, bodies or corporations having the authority over or being in charge of the matter.

16.5.1 With respect to the existing 15-m wide pipe culverts located at the subterranean lots adjoining ST 28G, H & I, the Successful Tenderer is to carry out day to day maintenance (including but not limited to clearing of debris and dirt collected at the culverts) to ensure there is no choke to the drainage system and the culverts.

16.6 No error, omission, mis-statement or mis-description in the Invitation to Fixed Price Tender, the Tender Proposal Form, these Conditions of Tender including the Form of Building Agreement and the Form of Lease, the Technical Conditions of Tender and any plans, or other documents referred to, mentioned in, appended or annexed to these Conditions of Tender including the Form of Building Agreement and the Form of Lease and the Technical Conditions of Tender shall invalidate any Form of Tender, Tender Proposal Form or the Lease executed in pursuance of these Conditions of Tender by the Successful Tenderer nor shall the same discharge the Successful Tenderer from his Contract or entitle him to any compensation whatsoever or to any reduction of the Fixed Sale Price.

17. Area of Land and Cadastral Survey

17.1 The Land is believed and shall be taken to be correctly described.

17.2 SFA has engaged a land surveyor registered under the Land Surveyors Act 1991 to carry out the cadastral survey of the Land and (for those parts of the

Land comprising part(s) of a lot or lots) the remaining part(s) of such lot(s) ("**Balance Lot(s)**") in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules.

- 17.3 The area of the said Land is the area of the Land as shown in the certified plan for the Land approved by the Chief Surveyor, and will be adopted for the Lease.

18. Payment of Costs and Expenses

- 18.1 The Successful Tenderer shall forthwith pay to SFA on demand:

18.1.1 the cost of preparation of plans in respect of the Land, the Building Agreement and the Lease, and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Lease and matters incidental thereto or arising therefrom;

18.1.2 all costs and fees and expenses incurred by SFA in connection with the enforcement of any of the provisions of these Conditions of Tender, the Tender Proposal Form, the Building Agreement, the Lease and the Technical Conditions of Tender and in respect of all matters incidental thereto or arising therefrom; and

18.1.3 whatever amount(s) of GST charged or chargeable in respect of any sums payable by the Successful Tenderer under these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement, the Lease, the Form of Tender or in connection with the lease of the Land or the supply of any goods or services by or on behalf of SFA to the Successful Tenderer.

19. Payment of Taxes Impositions and Outgoings

- 19.1 Upon the commencement of and during the Lease Term, the Successful Tenderer shall:

19.1.1 bear and pay for all the liability in respect of all rates, taxes, assessments, property tax, impositions and outgoings whatsoever which may be imposed, charged or assessed on or in respect of the Land and the Development or any part thereof and shall on demand forthwith reimburse SFA in respect thereof; and

19.1.2 pay all charges for the supply of water, gas, sanitation or electric light or power which may be charged or imposed in respect of the Land and the Development or any part thereof.

20. Compliance with the Law and the Requirements of Relevant Authorities and Public Utility Licensees

The Successful Tenderer shall, at all times, at his own cost and expense, observe and comply with the provisions of all Acts of Parliament, rules, regulations, orders and other statutory provisions in force from time to time and applicable in respect of the Land and the Development, and the operations, business, trade, industry, activities, or any works carried out or conducted in, upon or at the Land and buildings, and shall also observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by

all relevant authorities or public utility licensees in respect of the Land and the Development, and the operations, business, trade, industry, activities, or any works carried out or conducted in, upon or at the Land and the Development from time to time.

21. Completion of Development

- 21.1 The Successful Tenderer shall be required to construct new buildings on and develop the Land for the Permitted Agricultural Uses as stipulated in Invitation to Fixed Price Tender (viz. **Vegetable Farming**) subject to and in accordance with all stipulations, restrictions and conditions as set out in these Conditions of Tender, the Technical Conditions of Tender, the Form of Building Agreement, the Form of Lease, the Form of Tender and the Tender Proposal Form. The development on the Land (the “**Development**”) shall be subject to the approval of SFA and all relevant authorities.
- 21.2 As soon as the Tenderer receives notice from SFA that he has been successful in his Tender he shall prepare and submit to SFA for approval a building programme for the Development no later than two (2) months from the Date of Tender Acceptance (“**Building Programme**”).
- 21.3 The Successful Tenderer shall at his own cost and expense, construct and obtain Temporary Occupation Permit for the Development within thirty-six (36) months from the commencement of the Lease Term (“**Project Completion Period**”). Factors like inclement weather, festive occasions, tight labour market, infectious diseases and other reasons which may delay or affect the progress of the Development have been taken into consideration in the determination of the Project Completion Period by SFA.
- 21.4 The Building Programme shall stipulate within the Project Completion Period the respective dates for completion of the various stages of development (as set out in the Draft Building Programme in **Appendix D**), and the date of obtaining the Temporary Occupation Permit or Permits thereafter subject to such amendments as SFA may deem fit and the decision of SFA shall be final.
- 21.5 The Development shall be undertaken in every way in accordance with the plans, elevations and specifications including the Building Programme as submitted to and approved by SFA (where applicable) and the relevant authorities under Conditions 21.2, 21.4 and 21.6.
- 21.6 The Successful Tenderer shall within two (2) months from the Date of Tender Acceptance or such other extension of time which SFA may grant in writing submit to SFA and the relevant authorities for their approval layout plans, full and complete plans, elevations and specifications of the Development in accordance in every way with the requirements of SFA and the relevant authorities as well as the requirements of the Planning Act 1998, the Building Control Act 1989 and all other laws and regulations applicable thereto for the time being in force.
- 21.7 If the Successful Tenderer wishes to make any deviation or alteration to the plans including the Building Programme submitted under Conditions 21.2, 21.4, 21.5 and 21.6 after approval has been granted by SFA, where applicable, and/or the relevant authorities, the Successful Tenderer shall submit such amendment plans to SFA and the relevant authorities for their approval and

such approval if granted may be subject to such terms and conditions as SFA, where applicable, and the relevant authorities may think fit.

- 21.8 All licences, permissions, approvals or consents that may be required in respect of the layout plans and all other plans, elevation and specifications of the Development or matters incidental thereto shall be obtained by the Successful Tenderer at his own cost and expense.
- 21.9 The Successful Tenderer shall commence work on the Development either after the said plans, elevations and specifications have been approved by SFA, where applicable, and the relevant authorities or after written consent to commence work has been given by the relevant authority.
- 21.10 The Successful Tenderer shall construct and obtain Temporary Occupation Permit or Permits for the whole of the Development before occupation of any structure or building in the Development, if required by the relevant authorities.
- 21.11 The Successful Tenderer shall not at any time deposit, make up or manufacture or permit or suffer to be deposited or made up or manufactured upon the Land, any building or other materials except such as shall be required for the Development to be carried out and completed and as soon as the Development is completed the Successful Tenderer shall at his own cost and expense remove from the Land all such building and other materials and rubbish whatsoever.
- 21.12 The Successful Tenderer shall maintain the Land and the Development in a neat and proper condition to the satisfaction of SFA AND shall not do or omit to be done or, permit or suffer to be done or omitted to be done in or upon the Land and the Development anything which in the opinion of SFA may be or become a nuisance or annoyance or cause damage to SFA or the occupants of neighbouring premises.

22. No Occupation of Development without Approval

No person shall occupy, reside in or make use of the Development or any part thereof unless with the approval of all relevant authorities.

23. No Disposition, Mortgage, Charge, Assignment, Subletting or Parting with Possession without Prior Written Consent

Save as provided in Condition 40 or with the prior written approval of SFA (such consent to be given or withheld at SFA's absolute discretion), the Successful Tenderer shall not at any time demise, mortgage, charge, assign, license, sublet or part with possession of the Land or any part thereof.

24. Default and Remedies

- 24.1 If the Successful Tenderer shall for whatever reason fail to observe or perform or shall fail to ensure the due observance or performance of any of the provisions of these Conditions of Tender, SFA shall be entitled to and may:

- 24.1.1 forfeit the Fixed Amount Tender Deposit and all other monies including any part of the Fixed Sale Price paid under the provisions hereof which shall thereupon belong to SFA; and

- 24.1.2 dispose of, and where possession of the Land has been delivered to the Successful Tenderer in accordance with Condition 15, to re-enter upon and resume possession and to dispose of the Land and any interest therein and in the Development (whether construction thereof has commenced or not) as if the Successful Tenderer has never submitted a Tender under these Conditions of Tender and whether by tender, public auction, private treaty or otherwise subject to such conditions and generally in such manner as SFA may in its discretion think fit with power to vary or rescind any contract, sell or lease and/or to dispose of the same and the deficiency in the proceeds (if any) arising on such disposal or attempted disposal shall be made good and paid for by the Successful Tenderer to SFA and shall be recoverable by SFA against the Successful Tenderer as damages but any increase of proceeds on a disposal shall belong to SFA absolutely.
- 24.2 In particular, if the Successful Tenderer shall fail to achieve the **Potential Production Output** as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by SFA, fail to maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and/or shall fail to ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, be sold locally throughout the Lease Term, SFA shall be entitled to and may:
- 24.2.1 forfeit the Fixed Amount Tender Deposit and all other monies including any part of the Fixed Sale Price paid under the provisions hereof which shall thereupon belong to SFA; and
- 24.2.2 dispose of, and where possession of the Land has been delivered to the Successful Tenderer in accordance with Condition 15, to re-enter upon and resume possession and to dispose of the Land and any interest therein and in the Development (whether construction thereof has commenced or not) as if the Successful Tenderer has never submitted a Tender under these Conditions of Tender and whether by tender, public auction, private treaty or otherwise subject to such conditions and generally in such manner as SFA may in its discretion think fit with power to vary or rescind any contract, sell or lease and/or to dispose of the same and the deficiency in the proceeds (if any) arising on such disposal or attempted disposal shall be made good and paid for by the Successful Tenderer to SFA and shall be recoverable by SFA against the Successful Tenderer as damages but any increase of proceeds on a disposal shall belong to SFA absolutely.
- 24.3 SFA may, at its absolute discretion, on the written request of the Successful Tenderer made not later than four (4) weeks before the expiry of the relevant stipulated deadline under Condition 24.2 to achieve the Potential Production Output, give to the Successful Tenderer its written consent to extend such deadline. SFA shall be at liberty to impose any terms and conditions including the payment of an extension premium as it shall at its entire and unfettered discretion deem fit and which terms and conditions may include a levy of fees or other charges. For the avoidance of doubt, under Condition 24.2 above, any extension of time to achieve the Potential Production Output, if granted by SFA, shall not exceed two (2) years in total (i.e. there shall be no further extensions

of time beyond seven (7) years from the commencement of the Lease Term, regardless of whether the extension of time was given in one tranche or in multiple tranches of shorter periods of time in each tranche).

25. Indemnity

25.1 The Successful Tenderer shall be liable for and shall fully indemnify SFA in respect of all losses, damages, injuries, claims or demands which may arise directly or indirectly from or in connection with any of the following:

25.1.1 failure to observe or perform any of the provisions of these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and the Lease on the part of the Successful Tenderer, or the employees or agents of the Successful Tenderer; and

25.1.2 the development, use and occupation of the Land and the Development.

26. Debarment

26.1 Without prejudice to any right of action or other remedy which the Government and/or SFA may have or any proceedings, civil or criminal, which the Government and/or SFA may decide to initiate or take:

26.1.1 the Government and/or SFA shall debar the Successful Tenderer and any Tenderer that is found guilty of corruption, regardless of the amount involved, from participating in all future tenders and auctions of the Ministries and departments of the Government and Statutory Boards for a minimum period of five (5) years; and

26.1.2 the Government and/or SFA reserve the right to debar the Successful Tenderer from participating in all future tenders and auctions of the Ministries and departments of the Government and Statutory Boards for such period as the Government and/or SFA may at its absolute discretion determine for any failure on the part of the Successful Tenderer to observe or perform any of the terms, conditions and warranties contained or referred to in these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and the Lease; and

26.1.3 the Successful Tenderer shall on demand pay such amount as the Government and/or SFA may determine as compensation for any loss and damage that may be suffered, directly or indirectly, by the Government and/or SFA as a result of any failure to observe or perform any of the terms, conditions and warranties contained or referred to in these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and/or the Lease on the part of the Successful Tenderer or the employees or agents of the Successful Tenderer.

27. No Canvassing, Soliciting, Etc.

27.1 If a Tenderer or any person on his behalf makes any attempt to canvass, solicit or approach any member of SFA or any of its officers for the purpose of inducing the acceptance of his Tender, the Tender shall be liable to rejection at the discretion of SFA.

- 27.2 The Successful Tenderer and any Tenderer that is found giving false information to gain advantage for securing award will also be liable to be debarred from participating in all future tenders for a period to be determined at the Government and/or SFA's discretion.

28. Waiver

Unless otherwise expressly specified or agreed, no failure or delay on the part of SFA to exercise any rights, powers or remedies under these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement or the Lease and no indulgence or forbearance on the part of SFA and no extension of time allowed to the Successful Tenderer by SFA shall prejudice or operate as a waiver or will in any way affect the subsequent exercise by SFA of the same, nor will any single or partial exercise of any rights, powers or remedies preclude any other or further exercise thereof or the exercise of any other rights, powers or remedies. The rights, powers and remedies provided in these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and the Lease are cumulative and not exclusive of any rights, powers or remedies provided by law or in equity.

29. Consent

In giving its consent or approval in respect of any matters hereunder wherein the consent or approval of SFA is required, SFA shall be at liberty to impose such conditions as SFA in its entire and unfettered discretion deems fit and which may include the levy of a fee.

30. Manner of Payment

Payment of any amount under or pursuant to these Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and the Lease shall, unless otherwise expressly stated, be made in such manner and by such means as SFA may notify to the Successful Tenderer in writing.

31. Goods & Services Tax

Unless otherwise stated, all sums payable under these Conditions of Tender, the Price Schedule and the Form of Tender shall be exclusive of GST. Each Tenderer, the Successful Tenderer or the Appointed Company shall pay whatever amounts of GST chargeable at the prevailing rate in relation to the lease of the Land under these Conditions of Tender, the Price Schedule and the Form of Tender and the supply of any goods and services by or on behalf of SFA to each Tenderer, the Successful Tenderer or the Appointed Company. Each Tenderer, the Successful Tenderer or the Appointed Company shall indemnify SFA and the Government against GST chargeable at the prevailing rate in respect of any such sums payable by the Tenderer, the Successful Tenderer or the Appointed Company under the terms of or in connection with the Price Schedule and the Form of Tender or in respect of any payment made by SFA or the Government where the Tenderer, the Successful Tenderer or the Appointed Company hereby agrees in these Conditions of Tender to reimburse SFA or the Government for such payment.

32. Governing Law

These Conditions of Tender, the Technical Conditions of Tender, the Building Agreement and the Lease shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

33. Notice

33.1 Unless otherwise provided, any notice to be served under these Conditions of Tender shall be deemed to be sufficiently served:

33.1.1 if it is sent by registered post to the respective addresses of the parties hereto whether or not it has been received by the Successful Tenderer; or

33.1.2 if it is left at the last known address of the Successful Tenderer; or

33.1.3 if it is sent by email or by telegraphic facsimile transmission or other means of electronic transmission to the parties hereto and the service shall be deemed to be made on the day of transmission.

33.2 Prior to the signing of the Building Agreement, the Successful Tenderer:

33.2.1 if not a Singapore citizen or permanent resident, shall provide SFA with an address in Singapore; or

33.2.2 if formed, registered or incorporated outside Singapore, shall provide SFA with the address of its registered office in Singapore;

to which all notices and documents to be given to or served on the Successful Tenderer may be addressed and given or served.

34. Additional Conditions

Notwithstanding these Conditions of Tender, the Successful Tenderer shall at all times adhere to any additional conditions which may be stipulated by SFA and/or the Government in respect of the lease of the Land and the Development proposed thereon.

35. No Representation

35.1 These Conditions of Tender and the Technical Conditions of Tender shall supersede any previous representations, warranties or information given by SFA and/or its agents (if any) whether the same is written or oral or otherwise.

35.2 The Tenderer acknowledges and accepts that this Tender and any subsequent Contract is subject to the requisite approvals from the Authorities for the granting to SFA of a State Lease or extension of a State Lease and upon the Tenderer's payment of the Fixed Sale Price within the timeline stipulated in Condition 12 and by the last day of the 90 Days Period.

35.3 SFA makes no representation or warranty of its estate in the Land through the Tender Documents and/or in the acceptance by SFA of the Tender.

35.4 To the fullest extent permitted by law, the Tenderer shall fully indemnify the Government and SFA from and against all proceedings, actions, suits, writs, summonses, judgments, orders, decree, costs, expenses charges, claims,

demands, losses, damages, fines, penalties, liabilities or injury of every description which the Tenderer or any other person may suffer or incur arising directly or indirectly out of or in connection with the terms contained in the Tender Documents or in the acceptance by SFA of the Tender, regardless of the form of action, including in contract or tort (including negligence).

36. Non-merger

These Conditions of Tender, the Technical Conditions of Tender and the Building Agreement shall remain in full force and effect as between SFA and the Successful Tenderer in so far as the same are not fulfilled, and shall not merge in the grant of the lease of the Land to the Successful Tenderer.

37. Contracts (Rights of Third Parties) Act 2001

Save for the Government who may enforce and rely on Conditions 26, 27.2, 31, 34 and 35.4 to the same extent as if it were a party, the Contract does not create any right under the Contracts (Rights of Third Parties) Act 2001 and any person who is not a party to the Contract shall not have any rights under the said Act to enforce any of the terms and/or provisions in the Contract.

38. Time of the Essence

Time shall be of the essence in respect of all the provisions in these Conditions of Tender including without limitation those provisions relating to the payment of the Fixed Sale Price (or any part thereof) and any other monies by the Successful Tenderer.

39. Requirement for Controlling Interest where Successful Tenderer executing the Building Agreement and the Lease is a Company, or includes one or more Companies

39.1 Where the Successful Tenderer executing the Building Agreement and the Lease and carrying out the Development is a company or includes one or more companies, such company or each of such companies shall, except where the prior written consent of SFA is obtained:

39.1.1 ensure that its shareholders as at the Tender Closing Date hold and continue to retain a controlling interest of more than fifty per cent (50%) of the shares in the company until the attainment of Potential Production Output for one whole calendar year. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty per cent (50%); and

39.1.2 inform SFA of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings.

39.2 If the Successful Tenderer executing the Building Agreement and the Lease and carrying out the Development is a company or includes one or more companies and if any of the shareholders of any such company as at the Tender Closing Date is in turn also a company (referred to in this Condition 39.2 as a "shareholder company"), the Successful Tenderer shall ensure that

such shareholder company shall, except where the prior written consent of SFA is obtained:

- 39.2.1 ensure that its shareholders as at the Tender Closing Date hold and continue to retain a controlling interest of more than fifty per cent (50%) of the shares in the company until the attainment of Potential Production Output for one whole calendar year. In this respect the Successful Tenderer shall ensure, amongst other things, that no transfer, allotment or acquisition of the shares of such shareholder company are carried out such as would affect the specified controlling interest of more than fifty per cent (50%); and
- 39.2.2 furnish to SFA on or before the expiry of the 90 Days Period an undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix E**.
- 39.3 The Successful Tenderer shall ensure that each of the companies mentioned in Condition 39.1 and 39.2 shall:
 - 39.3.1 within such time as notified supply to SFA a list in writing of its shareholders, including the particulars of all the shares held by each shareholder and the value thereof as at the Tender Closing Date and such list shall be certified to be correct by a director of the company; and
 - 39.3.2 when required by SFA and in any event before the expiry of the 90 Days Period, supply to SFA a list in writing of the shareholders then holding shares in its company, including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.
- 39.4 The Successful Tenderer shall comply with and ensure the compliance of the abovementioned requirements and such other requirements, terms and conditions which SFA may deem necessary to impose in connection with the same unless expressly otherwise allowed by SFA.
- 39.5 Breach of any term or condition of the undertaking furnished by the company or any company mentioned in Condition 39.2 shall be deemed to be a breach by the Successful Tenderer of these Conditions of Tender, the Building Agreement and the Lease which shall entitle the Lessor to exercise his rights and remedies set out therein.
- 39.6 This Condition 39 shall apply to the Successful Tenderer unless and until SFA has given written approval for the Building Agreement and the Lease to be executed by an Appointed Company under Condition 40 in place of the Successful Tenderer, in which case the applicable terms and the obligations of the Successful Tenderer shall thereafter be governed by Condition 40 instead.
- 40. Option for Appointed Company to execute the Building Agreement and the Lease and carry out Development in place of Successful Tenderer, and Requirement for Controlling Interest**
 - 40.1 The Successful Tenderer may, within twenty-eight (28) days from and including the Date of Tender Acceptance, submit a request in writing to SFA for approval to appoint another company ("**Appointed Company**") and in which the Successful Tenderer holds a controlling interest of more than fifty per cent (50%)

of the shares, to carry out the Development and execute the Building Agreement and the Lease in place of the Successful Tenderer. The Successful Tenderer shall within such time as notified, provide to SFA such written details as SFA may require of the Appointed Company including without limitation, a list in writing of the shareholders then holding shares in the Appointed Company including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the Appointed Company.

- 40.2 SFA shall be entitled at its absolute discretion, to deny approval of any request made by the Successful Tenderer under Condition 40.1 without assigning any reason therefore, or grant approval subject to terms and conditions to be stipulated by SFA including the terms and conditions set out below and in Conditions 40.3, 40.4, 40.5, 40.6 and 40.7 and compliance by the Successful Tenderer with such other terms and conditions as may be stipulated by SFA:

40.2.1 the Successful Tenderer shall ensure that it holds and will continue to hold and retain a controlling interest of more than fifty per cent (50%) of the shares in the Appointed Company until the attainment of Potential Production Output for one whole calendar year; and

40.2.2 the Successful Tenderer shall procure and ensure that the Appointed Company executes a formal agreement in the form required by SFA incorporating the provisions of the Invitation to Fixed Price Tender, these Conditions of Tender, the Tender Proposal Form, the Form of Tender, the Tender Acceptance Letter, the Form of Building Agreement, the Form of Lease and the Technical Conditions of Tender such as would make the Appointed Company bound by all the provisions in the aforementioned documents as though it were the Successful Tenderer referred to therein, together with any further terms and conditions as may be stipulated by SFA.

- 40.3 Where the Successful Tenderer is a company or includes one or more companies, such company or each of such companies shall, except where the prior written consent of SFA is obtained:

40.3.1 ensure that its shareholders as at the Tender Closing Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the attainment of Potential Production Output for one whole calendar year. In this respect, it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and

40.3.2 furnish to SFA on or before the expiry of the 90 Days Period an undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix E**.

- 40.4 Where the Successful Tenderer is a company or includes one or more companies, and any of the shareholders in the company or any of the companies is, as at the Tender Closing Date, also a company (referred to in this Condition 40.4 as a “shareholder company”), the Successful Tenderer shall ensure that such shareholder company shall, except where the prior written consent of SFA is obtained:

- 40.4.1 ensure that its shareholders as at the Tender Closing Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the attainment of Potential Production Output for one whole calendar year. In this respect the Successful Tenderer shall ensure, amongst other things, that no transfer, allotment or acquisition of the shares of such shareholder company are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and
- 40.4.2 furnish to SFA on or before the expiry of the 90 Days Period an undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix E**.
- 40.5 Where the Successful Tenderer is a company or includes one or more companies, such company or each of such companies shall, and shall ensure also that each of the shareholder companies mentioned in Condition 40.4 shall:
- 40.5.1 within such time as notified furnish to SFA a list in writing of the shareholders including the particulars of all the shares held by each shareholder and the value thereof as at the Tender Closing Date and such list shall be certified to be correct by a director of the company; and
- 40.5.2 on or before the expiry of the 90 Days Period supply to SFA a list in writing of the shareholders then holding shares in its company, including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.
- 40.6 The Successful Tenderer shall comply with and ensure the compliance of all the abovementioned requirements, terms and conditions and such other requirements, terms and conditions as may be stipulated by SFA.
- 40.7 Breach of any term or condition of the undertaking furnished by the company or any company mentioned in Conditions 40.3 and 40.4 shall be deemed to be a breach by the Successful Tenderer and the Appointed Company of these Conditions of Tender, and a breach by the Appointed Company of the formal agreement referred to in Condition 40.2.2 and the Lease, which shall entitle SFA to exercise its rights and remedies set out therein.

41. Public Listed Company, Partnership and Sole Proprietorship

- 41.1 The provisions of Condition 39 and Conditions 40.3, 40.4 and 40.5 shall not apply to a company that is a public listed company.
- 41.2 For the purposes of Conditions 39 and 40:
- 41.2.1 where a Tender for the Land is submitted in the name of a partnership or sole proprietorship, the partners or sole proprietor, as the case may be, at the Tender Closing Date, shall be deemed to be the Tenderer and if such Tender is accepted by SFA, the Successful Tenderer; and
- 41.2.2 shares of a company registered in the name of a partnership or sole proprietorship shall be deemed to be owned by the partners or sole proprietor as at the date of registration of such shares.

42. Bankruptcy, Merger, Liquidation, Reconstruction and Judicial Management

42.1 If at any time during the Lease Term:

42.1.1 the Successful Tenderer, in the case of an individual, becomes bankrupt, enters into any composition with his creditors or has any execution proceedings taken against him pursuant to a court order or judgment (not under appeal) that remains unsatisfied; or

42.1.2 the Successful Tenderer, in the case of a company, goes into liquidation, is placed under judicial management or any other equivalent scheme in its jurisdiction of incorporation, enters into any composition with its creditors (except for the purposes of reconstruction as approved by SFA), without the prior consent in writing of SFA carries out any amalgamation or merger with any other company, or has any execution proceedings taken against it pursuant to a court order or judgment (not under appeal) that remains unsatisfied;

then SFA may, without prejudice to any other rights or remedies available to it, exercise all the rights accruing as if the Successful Tenderer had been in breach of these Conditions of Tender, in particular the rights specified in Condition 24.1.

43. Alterations, Erasures, or Illegibility

Except for amendments to the entries made by the Tenderer himself which is initialled by the Tenderer, Tenders bearing any other alterations or erasures and Tenders containing information are not legibly stated are liable to be rejected.

44. Adherence to submitted Tender Proposal Form

The Successful Tenderer shall adhere to its Tender Proposal contained in the Tender Proposal Form throughout the Lease Term. In particular, the Successful Tenderer shall (a) achieve the **Potential Production Output** as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by SFA, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term, failing which SFA shall be entitled to (among other remedies) re-enter upon and resume possession of the Land or any part thereof and any buildings and other structures on the Land whereupon Contract shall forthwith cease and determine but all monies which have previously been paid to SFA in respect of the Fixed Sale Price shall be forfeited and shall belong to SFA and the Land and the Development or any completed part thereof and all structures and materials at or on the Land shall also belong to SFA absolutely and without SFA making to the Successful Tenderer any compensation or allowance for the same. However, the Successful Tenderer may request SFA for a variation or variations to its Tender Proposal Form in writing during the Lease Term. SFA reserves the right to allow or reject the Successful Tenderer's request to vary the Tender Proposal contained in the Tender Proposal Form during the Lease Term and SFA's decision shall be final and binding. For the avoidance of doubt, pursuant to Condition 29 of these Conditions of Tender, SFA may impose such conditions in granting the request for a variation or variations as SFA in its entire and unfettered discretion deems fit and which may include the levy of a fee.

45. SFA's Clarifications on the Tenderer's Tender

- 45.1 In the event that SFA seeks clarification upon any aspect of the Tenderer's submission and proposal, the Tenderer shall provide full and comprehensive responses within three (3) days of SFA's request or notification, or such other period as may be stipulated by SFA.
- 45.2 Any information submitted in the Tender must be made available for inspection and verification on the request of SFA.

46. Expenses incurred by Tenderer

In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by SFA.

47. Confidentiality and Intellectual Property in Tender Proposal

- 47.1 The Tender Proposal Form of any Tenderer, once received by SFA, shall become the property of SFA. Subject to Conditions 47.2 and 48, any intellectual property rights in the information, plans, drawings and other materials contained in the Tender Proposal shall remain vested with the Tenderer.
- 47.2 All information in the Tender Proposal Form submitted by the Tenderers will be kept strictly confidential and will not be made public or disclosed by SFA to any other party. SFA however shall have the right to use any information provided by Tenderers in an aggregate form. SFA shall not use any information from the Tender Proposal Form of a Tenderer in other ways unless with the permission of the Tenderer.

48. Publication of Tender Proposal by Tenderer

Upon submission of his Tender Proposal Form, the Tenderer shall not disclose or publish his Tender Proposal in any way to any other third party until SFA has selected the Successful Tenderer and awarded the Tender.

49. Force Majeure

SFA shall after giving seven (7) days prior written notice to the Tenderer have the right to suspend or terminate the Contract in a Force Majeure Event. For the purposes of this Condition, a "Force Majeure Event" shall include, but not be limited to, strikes, lockouts or other labour disputes, riots, civil disturbances or commotion, change of applicable laws, action or inaction of government or any authorities, fire, flood, epidemics, wars, embargoes, acts of God or other catastrophes, or any cause or event beyond the reasonable control of SFA. SFA shall not be liable for any delay or failure in performing its obligations under these Conditions of Tender if such delay or failure is caused by a Force Majeure Event, save that SFA shall refund the Fixed Amount Tender Deposit and Processing Fee paid by the Tenderer.

50. Language

The Tender and all supporting documentation submitted by the Tenderer shall be written in the English language.

APPENDIX A: DETAILED GUIDELINES
FOR VEGETABLE FARMING

TECHNICAL PARAMETERS

1

General

1.1

The Land Parcel shall be used for Vegetable Farming¹.

1.2

The maximum outdoor and indoor floor areas ("Floor Area") for ancillary uses shall not exceed the area listed in the following table.

Land Parcel	Location	Mk No.	Maximum Floor Area for ancillary uses (sqm)
LCK 220	Neo Tiew Harvest Link	MK12-01817P	1,779.2
LCK 221	Neo Tiew Harvest Link	MK12-01818T	1,791.3
ST 28G	Sungei Tengah Road	MK11-03741A with adjoining MK11-80002A	1,799.1
ST 28H	Sungei Tengah Road	MK11-03744X with adjoining MK11-80001T	1,797.5
ST 28I	Sungei Tengah Road	MK11-03745L with adjoining MK11-80000P	1,776.3

1.3

Examples of allowable production-related purposes are as follows:

a)

Cultivation System (e.g. Greenhouse, Nursery, Germination Room)

b)

Packing/Processing/Sorting Facility

c)

Store Room

d)

Loading/Unloading Bay

e)

Coldroom

f)

Bin Centre

g)

Water Storage Space, Tanks

h)

Research & Development, Laboratory Facility

i)

Wastewater Treatment Facility

j)

Solar Harvesting System

k)

Waste-to-energy/Waste Recovery/Compost System

1.4

All activities shall not produce any toxic products or by-products that can adversely affect surrounding uses.

Examples of allowable ancillary uses are as follows:

1.5

a)

Worker's Quarter (if allowed by relevant government agencies; Please note Land Parcels LCK 220 & LCK 221

¹ which refers to the production of any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts.

	<p>only allow stay-in facilities including Worker's Quarter until 31 Dec 2031)</p> <p>b) Office (inclusive of toilet/resting/kitchen/pantry areas)</p> <p>c) Carpark</p> <p>1.6 The Worker's Quarter and Office shall be used solely for supporting the development and farming on the Land Parcel.</p> <p>1.7 The Successful Tenderer shall seek the consent of SFA and the relevant authorities for the proposed production, production-related and ancillary uses.</p>
POTENTIAL PRODUCTION OUTPUT	<p>2 <u>Potential Production Output</u></p> <p>2.1 The Successful Tenderer shall (a) achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by SFA, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term.</p> <p>2.2 The Successful Tenderer shall submit to SFA a report and such documentary proof as SFA may require on the Vegetable production output on a quarterly basis or such other intervals as may be required by SFA. At SFA's option, the report may be in the form of a self-declaration form as prescribed by SFA. The Successful Tenderer shall at his own cost and expense engage a reputable independent public accountant/accounting firm (the "Accountant") to carry out annual audits of the production output, if required by SFA. The Accountant shall audit and certify the following areas in respect of the production output:</p> <p>a) quantity of Fruited Vegetable (tonnes/year) produced on the Land Parcel;</p> <p>b) quantity of Leafy Vegetable (tonnes/year) produced on the Land Parcel;</p> <p>c) quantity of Mushroom (tonnes/year) produced on the Land Parcel;</p> <p>d) quantity of Microgreen (tonnes/year) produced on the Land Parcel; and</p> <p>e) quantity of all other types of Vegetable (tonnes/year) produced on the Land Parcel.</p>

APPENDIX B: FORM OF BUILDING AGREEMENT

AN AGREEMENT made the ____ day of _____ 20 ____ between:

(1) **SINGAPORE FOOD AGENCY**, a body corporate incorporated under the Singapore Food Agency Act 2019 and having its head office at 52 Jurong Gateway Road, #14-01, Singapore 608550 and its successors-in-title and assigns ("**Lessor**") of the one part; and

(2) _____ (Registration No. _____) of _____ ("**Lessee**") of another part.

WHEREAS:

- 1 The Lessee has agreed at its own cost and expense to develop the Land more particularly described in the **Schedule** in accordance with the terms and conditions below.
- 2 The Lessor has agreed to grant to the Lessee a lease of the Land for a term of **twenty (20) years** commencing from the ____ day of ____ 20 ____ (herein referred to as "**Lease Term**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- 1.1.1 "Authorities" means the relevant governmental and statutory authorities;
- 1.1.2 "Conditions of Tender" means the Conditions of Tender for the Land as set out in the Tender Documents;
- 1.1.3 "CSC" means the issue of Certificate of Statutory Completion for the whole of the Development;
- 1.1.4 "Development" means the development to be built and completed on the Land pursuant to Clause 3.3;
- 1.1.5 "Event of Default" means any or each of the events mentioned in Clause 6.1;
- 1.1.6 "Land" means the land described in the **Schedule**;
- 1.1.7 "Lease" means the lease of the Land to be granted by the Lessor to the Lessee pursuant to Clause 2.1;
- 1.1.8 "Project Completion Period" means the period of thirty-six (36) months commencing from ____ and expiring on ____

for the construction and the obtaining of Temporary Occupation Permit or Permits for the whole of the Development as provided in Clause 3.2;

- 1.1.9 “Technical Conditions of Tender” means the Technical Conditions of Tender for the Land as set out in the Tender Documents;
- 1.1.10 “Fixed Sale Price” means the sale price of S\$_____ for the lease of the Land; and
- 1.1.11 “TOP Date” means the date of the issue of Temporary Occupation Permit or Permits for the whole of the Development.
- 1.2 Where the context so admits, references herein to “the Lessor” and “the Lessee” shall include their respective successors-in-title and assigns.
- 1.3 References to “the Successful Tenderer” in the Conditions of Tender and the Technical Conditions of Tender shall, unless the context otherwise requires, be deemed to refer to the Lessee for the purpose of this Agreement.
- 1.4 Words herein importing one gender shall be construed as importing any other gender.
- 1.5 Words herein importing the singular shall be construed as importing the plural and vice versa.
- 1.6 Words herein importing persons include also corporations.
- 1.7 Where the Lessee comprises more than one person, the obligations and liabilities of the Lessee under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.8 Unless otherwise specified, references to “Clauses” and “Schedule” are to clauses of and the schedule to this Agreement (all of which shall form integral parts of this Agreement) and references to this “Agreement” shall mean this Agreement and the Schedule.
- 1.9 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.10 All terms and references used in this Agreement and which are defined or construed in the Conditions of Tender but are not defined or construed in this Agreement shall have the same meaning and construction as given in the Conditions of Tender.

2 LEASE OF LAND

- 2.1 The Lessor shall grant and the Lessee shall accept the Lease of the Land for the duration of the Lease Term.

The Lease shall substantially be in the form and on the terms and conditions as set out in **Appendix C** to the Conditions of Tender, subject to such amendments and modifications as may be rendered necessary or as may be agreed upon between the parties hereto.

- 2.2 The Lessee shall pay to the Lessor:

- 2.2.1 before this Agreement is forwarded to the Lessee for execution, the Fixed Sale Price for the Land together with the Goods and Services Tax chargeable under the Goods and Services Tax Act 1993 (the receipt thereof the Lessor hereby acknowledges).

3 DEVELOPMENT OF LAND

- 3.1 The Lessee shall at its own cost and expense, build and complete or ensure the building and completion of the Development on the Land in accordance with the terms and conditions contained herein, the Conditions of Tender, the Technical Conditions of Tender and the Tender Proposal submitted under the Tender Proposal Form (collectively "**Tender Documents**"). The Development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion in respect of the whole of the Development by the Authorities.

- 3.2 (a) The Lessee shall construct and obtain or ensure the construction and the issue of Temporary Occupation Permit or Permits for the whole of the Development within the Project Completion Period.

(b) The Lessor may, at its absolute discretion, on the written request of the Lessee made not later than four (4) weeks before the Project Completion Period, give to the Lessee its written consent to extend the Project Completion Period. The Lessor shall be at liberty to impose any terms and conditions including the payment of an extension premium as it shall at its entire and unfettered discretion deem fit and which terms and conditions may include a levy of a fee.

- 3.3 The Lessee hereby agrees to observe the following:

- (a) To develop the said Land for use as **Vegetable² Farming**, at the cost and expense of the Lessee, in accordance with plans approved or to be approved by the competent authority appointed under the Planning Act 1998, and in compliance with the directions and requirements of the Singapore Food Agency established under the Singapore Food Agency Act 2019 (hereinafter referred to as "**Development**") and any other Authorities under the Planning Act 1998 which shall include:

² Vegetable refers to any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts.

- (i) To use the said Land for production and production-related purposes as listed in the Technical Parameters under Appendix A of the Conditions of Tender, subject to prior approvals in writing by the Lessor and/or the Authorities;
- (ii) The maximum outdoor and indoor floor areas ("Floor Area") for ancillary uses shall not exceed _____ sqm. Allowable ancillary uses³ are listed in the Technical Parameters under Appendix A of the Conditions of Tender and are subject to prior approvals in writing by the Lessor and/or the Authorities.

4 DIFFERENTIAL SALE PRICE

- 4.1 Clause 3.3 shall at all times be complied with unless a variation or change thereof is approved in writing by the Lessor and/or the Authorities, which approval may be given subject to such terms and conditions as the Lessor and/or the Authorities may impose including the payment within such time and of such amount of differential sale price as the Lessor and/or the Authorities may determine for any enhanced value of the Land which in the opinion of the Lessor and/or the Authorities will result from such variation or change.
- 4.2 The enhanced value of the Land shall be determined by the Lessor and/or the Authorities with reference to the date of the grant of provisional permission by the Authorities under the Planning Act 1998 for the variation or change to Clause 3.3 which requires the approval of the Lessor and/or the Authorities.
- 4.3 If at any time prior to, upon or after the grant of the Temporary Occupation Permit ("TOP") for the whole of the Development, the Development exceeds the stipulated use or intensity as set out in Detailed Guidelines under Appendix A of the Conditions of Tender, the Lessee shall within such time as may be specified by the Lessor pay a Land Betterment Charge or Additional Land Premium in accordance with the Land Betterment Charge Act 2021 or as may be determined by Chief Valuer.

Where the Development is carried out in phases, if at any time prior to or upon the grant of the TOP for any phase of the Development ("**Specified Phase**"), the total development (i.e. from the commencement of the 1st phase of the Development to the specified phase) exceeds the stipulated use or intensity as set out in Detailed Guidelines under Appendix A of the Conditions of Tender, the Lessee shall within such time as may be specified by the Lessor pay a Land Betterment Charge or Additional Land Premium in accordance with the Land Betterment Charge Act 2021 or as may be determined by Chief Valuer. For the avoidance of doubt, such Land Betterment Charge or Additional Land Premium is payable for each subsequent Specified Phase where the total development as aforesaid continues to exceed the stipulated use or intensity in the aforesaid Appendix A.

³ Worker's Quarters are not allowed after 31 Dec 2031 for Land Parcels LCK 220 & LCK 221.

- 4.4 No work or development in respect of any variation or change to the provisions of Clause 3.3 that requires the approval of the Lessor and/or the Authorities may be effected, implemented or carried out unless the prior approval in writing of the Lessor and/or the Authorities in respect thereof is obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of differential sale price payable under this clause is paid to the Lessor and/or the Authorities.

5 COMPLETION OF DEVELOPMENT

- 5.1 The Lessee shall at his own expense be required to complete or ensure the completion of the Development on the Land. The Development shall be undertaken in every way in accordance with the plans, elevations and specifications as submitted to and approved by the Lessor (where applicable) and the Authorities. The Development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion in respect of the whole of the Development by the Authorities.
- 5.2 Except for the purposes of or in relation to the carrying out and completion of the Development, the Lessee shall not at any time before the grant of TOP or CSC for the Development and without the prior approval in writing of the Lessor and the Authorities:
- (i) use or permit or suffer the Land to be used for any purpose, irrespective of the period or nature of such use; or
 - (ii) erect or put up or permit or suffer to be erected or put up upon or within the Land any building or structure, including any temporary building or structure.
- 5.3 The Lessee shall within two (2) months from the Date of Tender Acceptance or such other extension of time which the Lessor may grant in writing, submit to the Lessor and the Authorities for their approval layout plans of the Development in accordance in every way with the requirements of the Lessor, the Authorities, the Planning Act 1998 and all other laws and regulations applicable thereto for the time being in force.
- 5.4 The Lessee shall also submit to the Lessor and the Authorities for their approval full and complete plans, including building and structural plans, elevations and specifications of the Development in accordance in every way with the layout approved by the Lessor, and where applicable, the Authorities, in accordance with Clause 5 and the planning design guidelines, the Building Control Act 1989 and all other laws and regulations applicable thereto for the time being in force.
- 5.5 If the Lessee wishes to make any deviation or alteration to the plans submitted under Clause 5.3 and 5.4 after approval has been granted by the Lessor, where applicable, and/or the Authorities, the Lessee shall submit such amended plans to the Lessor and/or the Authorities for their approval and such approval if granted may be subject to such terms and conditions as the Lessor, where applicable, and/or the Authorities may think fit.

- 5.6 The Lessee shall commence work on the foundation of the Development either after the said plans, elevations and specifications have been approved by the Lessor, where applicable, and the Authorities or after written consent to commence such work has been given by the Authorities.
- 5.7 The Lessee shall be required to construct and obtain or ensure the construction and the issue by the Authorities of TOP(s) for the whole of the Development within the Project Completion Period. Factors like inclement weather, festive occasions, tight labour market, infectious diseases and other reasons which may delay or affect the progress of the Development have been taken into consideration in the determination of the Project Completion Period by the Lessor.
- 5.8 The Lessee shall not at any time deposit or make up or manufacture or permit or suffer to be deposited or made up or manufactured upon the Land any building or other materials except such as shall be required for the Development to be carried out and completed and as soon as the Development is completed the Lessee shall at its own expense remove from the Land all such building and other materials and rubbish whatsoever.
- 5.9 The Lessee shall maintain the Land and the Development in a neat and proper condition to the satisfaction of the Lessor AND shall not do or omit to be done or, permit or suffer to be done or omitted to be done in or upon the Land and the Development anything which in the opinion of the Lessor may be or become a nuisance or annoyance or cause damage to the Lessor or the occupants of neighbouring premises.
- 5.10 The Lessee shall as soon as the buildings forming part of the Development have reached a height of two (2) metres above the ground level insure the same to the full value thereof in the joint names of the Lessee and the Lessor against loss or damage by fire or such other risks as the Lessor considers desirable to be insured against with a registered insurer as defined under the Insurance Act 1966 carrying on the business of general insurance in Singapore and shall increase such insurance to the satisfaction of the Lessor as the said buildings approach completion and shall keep the same so insured from time to time and make all payments necessary for the above purpose within fourteen (14) days after the same respectively become payable and shall whenever required produce to the Lessor the policy or policies of such insurance and the receipt or receipts for each payment and shall cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the said buildings and make up any deficiency out of its own monies.
- 5.11 If the Lessee shall however at any time fail to keep the said buildings insured as aforesaid, the Lessor may (but shall not be under obligation to) do all things necessary to effect or maintain such insurance and any monies expended by the Lessor for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith from the Lessee as a debt due to the Lessor.
- 5.12 Prior to the completion of the Development (which shall be deemed to be completed only in accordance with Clause 5.1), the Lessor, his officers, agents or any person authorised by the Lessor with or without workmen and others shall

have the right, power and authority at all reasonable times to enter upon the Land to view the state and progress of the Development and to inspect and test the materials, workmanship and building finishes for the Development and for any other reasonable purpose including the construction, repair or cleansing by or on behalf of the Lessor of any sewer or drain on or leading from any adjoining or neighbouring land of the Lessor and also to carry out any works in relation to the supply of utilities and/or services for any of the adjoining properties.

- 5.13 The Lessee shall permit the Lessor or any officer authorised by him in writing on behalf of the Lessor with or without workmen and others at all reasonable times (except in the case of an emergency, exigency or where there is a health or safety concern) during the Lease Term to enter into and upon the Land and into and upon any building thereon:

- (a) to view the state and condition;
- (b) to examine defects, decays and wants of reparations thereof; and
- (c) for any other reasonable purpose,

and the Lessor may thereupon serve upon the Lessee notice in writing specifying any breaches of covenant and require the Lessee forthwith to remedy such breaches and if the Lessee shall not within ten (10) days after the receipt of such notice proceed diligently to remedy such breaches then to permit the Lessor to enter upon the Land and any building thereon and take steps as may be necessary to remedy such breaches and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action. The Lessor in its absolute discretion has the right to withhold the issuance of lease if breaches are not rectified to the Lessor's satisfaction.

- 5.14 No person shall occupy, reside in or make use of the Development or any part thereof unless with the approval of the Authorities.
- 5.15 All licences, permissions, approvals or consents that may be required in respect of the layout and building plans for the Development or matters incidental thereto shall be obtained by the Lessee at his own cost and expense.
- 5.16 The Lessee shall indemnify and keep the Lessor fully indemnified from and against all proceedings, actions, suits, writs, summonses, judgments, orders, decree, costs, expenses charges, claims demands, losses, damages, fines, penalties, liabilities or injury of every description which the Lessor or any other person may suffer or incur arising directly or indirectly out of or in connection with the provisions contained in the Tender Documents or part thereof including the development use and occupation of the Land and the Development.

6 DEFAULT AND REMEDIES

6.1 Events of Default

The following shall be Events of Default and upon the occurrence of any such event, the provisions set out in Clauses 6.2 and 6.3 shall apply:

- 6.1.1 if the Lessee shall fail to (a) achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by the Lessor, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term; or (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term. The Lessor may, at its absolute discretion, on the written request of the Lessee made not later than four (4) weeks before the expiry of the relevant stipulated deadline under Condition 24.2 of the Conditions of Tender, give to the Lessee its written consent to extend such deadline. The Lessor shall be at liberty to impose any terms and conditions including the payment of an extension premium as it shall at its entire and unfettered discretion deem fit and which terms and conditions may include a levy of fees or other charges. For the avoidance of doubt, any extension of time to achieve the Potential Production Output, if granted by the Lessor, shall not exceed two (2) years in total (i.e. there shall be no further extensions of time beyond seven (7) years from the commencement of the Lease Term, regardless of whether the extension of time was given in one tranche or in multiple tranches of shorter periods of time in each tranche);
- 6.1.2 if the Lessee shall fail to obtain or ensure the issue of Temporary Occupation Permit or Permits for the whole of the Development within the Project Completion Period or extended construction period granted under Clause 3.2 (time in this respect being the essence of the contract);
- 6.1.3 if the Lessee shall fail to complete or ensure the completion of the Development in accordance with Clause 3;
- 6.1.4 if the Lessee shall fail to pay any sum due under this Agreement;
- 6.1.5 if the Lessee does not proceed with the works in respect of the Development with due diligence;
- 6.1.6 if the Lessee shall fail to observe or perform any of the terms or stipulations contained or referred to in this Agreement (**in particular Clause 3.3 hereto**) or the Lease and on the part of the Lessee to be observed or performed; and
- 6.1.7 if this Agreement is or shall become invalid or unenforceable for any reason, or any judgment or order shall be made the effect of which would be to render this Agreement ineffective or invalid.

6.2 Remedies

If any of the Events of Default shall occur at any time, the Lessor shall have the full right, power and authority to the following remedies:

- 6.2.1 to re-enter upon and resume possession of the Land or any part thereof and any buildings and other structures on the Land whereupon this Agreement shall forthwith cease and determine but all monies which have previously been paid to the Lessor in respect of the Fixed Sale Price shall be forfeited and shall belong to the Lessor and the Land and the Development or any completed part thereof and all structures and materials at or on the Land shall also belong to the Lessor absolutely and without the Lessor making to the Lessee any compensation or allowance for the same;
- 6.2.2 to exercise any right of action or other remedy for the recovery of any monies already due to the Lessor from the Lessee or in respect of any antecedent breach of this Agreement; and/or
- 6.2.3 to re-offer for lease by tender, public auction or private treaty the Land and to deal with any buildings and any other structures on the Land on such terms and conditions as the Lessor shall think fit and as if this Agreement had never been entered into with the Lessee.
- 6.2.4 In the event of any breach of **Clause 3.3**, a period of one (1) month shall be "a reasonable time" under section 18(1) of the Conveyancing and Law of Property Act 1886 (as may be amended and revised from time to time) or otherwise for the Lessee to remedy such breach (if capable of remedy) and in any event to make such compensation as the Lessor may stipulate or determine in its discretion.
- 6.3 However, if the Land and the Development have been mortgaged or charged, the Lessor shall not re-enter upon and resume possession of the Land and the buildings and other structures thereon nor shall this Agreement cease and determine until the Lessor has served upon the mortgagee a notice in writing that an Event of Default has occurred and the mortgagee has failed to remedy the same within one (1) month from the date of service of such notice in writing or such extension of time as agreed by the Lessor.

7 MISCELLANEOUS

7.1 Effect of Agreement to Lease

Until the Lease is granted by the Lessor in accordance with the terms and conditions of this Agreement, the Lessee shall be deemed to be a lessee of the Land subject to the same terms, stipulations and covenants as contained in the Lease set out in Appendix C of the Conditions of Tender and the Lessee shall observe and comply with the same in so far as they are applicable as if the Lease has been actually granted.

7.2 Incorporation of Tender Documents

All the terms of the Invitation to Fixed Price Tender, the Conditions of Tender, the Tender Proposal Form, the Form of Tender, the Tender Acceptance Letter and the Technical Conditions of Tender shall be observed and performed by the

Lessee as if they have been specifically set out herein and the Lessee shall be bound thereby as if it were the Successful Tenderer referred to therein, save that in the event there is any conflict between the terms of this Agreement and the terms of the Invitation to Fixed Price Tender, the Conditions of Tender, the Tender Proposal Form, the Form of Tender, the Tender Acceptance Letter or the Technical Conditions of Tender the provisions of this Agreement shall have overriding effect.

7.3 Special provisions where Lessee is Appointed Company under Conditions of Tender

In the event that the Lessee is an Appointed Company within the meaning of Condition 40 of the Conditions of Tender:

- 7.3.1 Clause 7.2 of this Agreement shall equally apply except that references to the Successful Tenderer in Condition 40 of the Conditions of Tender shall not be replaced with references to the Lessee. Instead, the Lessee shall ensure compliance by the Successful Tenderer with all the obligations placed therein on the Successful Tenderer.
- 7.3.2 If the Lessee is a company and is the Appointed Company under Condition 40.1 of the Conditions of Tender, the Lessee shall, except where the prior written consent of the Lessor is obtained:
 - 7.3.2.1 ensure that the Successful Tenderer holds and continues to retain a controlling interest of more than fifty percent (50%) of the shares in the Lessee until the attainment of Potential Production Output for one whole calendar year. In this respect, it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and
 - 7.3.2.2 inform the Lessor of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made throughout the Lease Term.
- 7.3.3 The Lessee warrants and shall ensure that any undertaking referred to in Condition 39.2 and 40.3 and 40.4 of the Conditions of Tender is furnished and that all the terms and conditions of the undertaking are complied with. A breach of any term or condition of the undertaking shall be deemed to be a breach of this Agreement and an Event of Default under Clause 6 and shall entitle the Lessor to exercise the rights and remedies set out therein.

7.4 Payment of Costs and Expenses

The Lessee shall forthwith pay to the Lessor on demand AND in such manner stipulated in the Conditions of Tender OR in such other manner notified by the Lessor when not expressly stipulated as such:

- 7.4.1 the cost of preparation of plans in respect of the Land, stamp duties payable on the Lease and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Building Agreement and the Lease and matters incidental thereto or arising therefrom;
- 7.4.2 all costs and fees including legal costs as between solicitor and client incurred by the Lessor in connection with the enforcement of these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement (in the event of any breach of any of the aforesaid) and in respect of all matters incidental thereto or arising therefrom; and
- 7.4.3 whatever amount(s) of Goods and Services Tax (“**GST**”) charged or chargeable in relation to the lease of the Land and the supply of any goods or services by the Lessor to the Lessee.

7.5 Payment of Taxes, Impositions and Outgoings

- 7.5.1 After the commencement of and during the Lease Term, the Lessee shall:
 - 7.5.1.1 bear and pay for all liability in respect of all rates, taxes, assessments, property tax, impositions and outgoings whatsoever which may be imposed, charged or assessed on or in respect of the Land and the Development or any part thereof and shall on demand forthwith reimburse the Lessor in respect thereof; and
 - 7.5.1.2 pay all charges for the supply of water, gas, sanitation or electric light or power which may be charged or imposed in respect of the Land and the Development or any part thereof.

7.6 Applicable GST

Unless otherwise stated, all sums payable under or in connection with this Agreement shall be exclusive of GST. The Lessee shall pay whatever amount of GST chargeable in relation to the lease of the Land and the supply of any goods and services by or on behalf of the Lessor to the Lessee. In addition, the Lessee shall pay and indemnify the Lessor against any GST chargeable in respect of any sums payable by the Lessee under the terms or in connection with this Agreement or in respect of any payment made by the Lessor where the Lessee hereby agrees in this Agreement to reimburse the Lessor for such payment.

7.7 Sale, Assign, Demise, Lease and Mortgage

- 7.7.1 Except as provided in Clause 7.7.3, the Lessee shall not at any time and without the prior written consent of the Lessor assign, demise or part with the benefit of the Building Agreement.
- 7.7.2 The receipt of money or bank/insurance guarantees by the Lessee from any person or party for the purpose of booking or reserving with a view

to purchasing or leasing or as deposit under the terms of an option to purchase or to lease the Land and/or the Development or any part of the Land and/or the Development shall be deemed to be a sale or sublease of the same by the Lessee.

7.7.3 The Lessee may upon or after the signing of the Building Agreement by the parties thereto, with the Lessor's prior written consent, mortgage or charge the Land and the Development.

7.7.4 The Lessee shall not without the prior written consent of the Lessor during the currency of this Agreement or before the development is completed amalgamate or merge with any other company corporation firm or any other party or go into voluntary liquidation or reconstruction of its company or commit or do any acts or things so as to cause compulsory winding up proceedings to be taken against its company and shall also not, without the prior written consent of the Lessor, sell, transfer, assign, exchange or allot any of its shares to any other company corporation firm or party and if such consent is granted it shall be subject to such terms and conditions as the Lessor may think fit to impose.

7.8 Continuing Effect of Terms and Conditions

Notwithstanding completion of the Development the terms and conditions of this Agreement as well as the Conditions of Tender and Technical Conditions of Tender shall remain in full force and effect as between the Lessor and the Lessee in so far as the same are not fulfilled or performed and in so far as the same are to be observed and complied with.

7.9 Error in Description of Land

No error, omission or mis-statement in the description of the Land shall invalidate this Agreement or the Lease executed by the Lessee nor shall the same entitle the Lessee to any compensation whatsoever or to any reduction of the Fixed Sale Price.

7.10 Disposal / Removal of earth

The Lessee shall not sell or dispose of any earth, clay, gravel or sand from the Land or permit or suffer any of the same to be removed except so far as shall be necessary for the Development.

7.11 Consent by Lessor

In the event if the Lessor gives its consent or approval or serves notice in respect of any matters hereunder wherein the consent or approval of the Lessor is required or the Lessee is required to rectify any breach, the Lessor shall be at liberty to impose such conditions as the Lessor in its entire and unfettered discretion deems fit and which conditions may include the levy of a fee.

7.12 Reversionary Interest rights of Lessor not affected

No length of time or of enjoyment of the Lessee of the Land shall give a right to him to retain the Land or any part thereof otherwise than as provided in these Conditions of Tender and the Building Agreement or shall affect or deprive the Lessor in any way of his rights and powers under the law as reversionary owner of the Land.

7.13 Waiver

No failure or delay on the part of the Lessor to exercise any rights, powers or remedies under this Agreement or as Lessor under general law and no indulgence or forbearance or extension of time allowed to the Lessee or receipt or acceptance of any monies by the Lessor shall prejudice or operate as a waiver of the Lessor's rights herein or under general law in respect of the subsequent exercise by the Lessor in respect of the same.

7.14 Governing Jurisdiction and Law

This Agreement shall be governed and interpreted in accordance with the laws of Singapore and any legal proceedings, actions, suits, writs, summonses or claims arising from or in connection with this Agreement shall be commenced in and heard before the courts of Singapore and the Lessee agrees to irrevocably submit himself to the exclusive jurisdiction of the courts of Singapore.

7.15 Exclusion of Contracts (Rights of Third Parties) Act 2001

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot _____ MK __ and situated in the REPUBLIC OF SINGAPORE as delineated on the Plan annexed hereto and containing an area of _____ square metres.

IN WITNESS WHEREOF the agreement has been executed as a deed the day and year first above written.

The Seal of the)
SINGAPORE FOOD AGENCY)
is hereunto affixed in the presence of)
)
)
)

Name:
Chairman / Member

Name:
Chief Executive / Member

Lessee: incorporated under the Companies Act

Executed as a Deed for and on behalf of)
_____)
)
)
)
)

By:

Signature : _____
Name (in full) : _____
Designation : _____

Signature : _____
Name (in full) : _____
Designation : _____

I, an Advocate and Solicitor of the Supreme Court of Singapore holding a practising certificate which is in force on the date specified below, hereby certify that on the _____ day of _____, this instrument was duly executed as a deed on behalf of _____ at Singapore in my presence in accordance with Section 41B (1) of the Companies Act 1967 of Singapore.

Date : _____

Signature : _____

Name : _____
Advocate and Solicitor
Singapore

APPENDIX C: FORM OF LEASE

IMPORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act 1993.

THE LAND TITLES ACT 1993

LEASE

DESCRIPTION OF LAND

Title			Lot No	Extent	Property Address
Type	Vol	Fol			

For Official Use Only	
Instrument No.	
Registered By	
Registered On	

LESSOR

ID / Co Regn No :	T18GB0002F
Name :	SINGAPORE FOOD AGENCY
Citizenship / Place of Incorporation :	SINGAPORE
Address : (within Singapore for service of notice)	52 Jurong Gateway Road, #14-01, Singapore 608550

HEREBY LEASES the registered estate or interest in the land to

LESSEE

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

IMPORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act 1993.

MANNER OF HOLDING OF LESSEE

Leasehold

TERM OF LEASE / CONSIDERATION

Term of Lease :	Twenty (20) years (" <u>Lease Term</u> ")
Commencement Date ⁴ :	____ day of ____ 20 ____ (" <u>Commencement Date</u> ")
Consideration :	A premium of S\$ ____ (" <u>Land Premium</u> ") (the receipt whereof the Lessor hereby acknowledges)

* RESERVING TO Lessor, and all others to whom the Lessor has granted or may grant, as appurtenant to each and every premises adjoining and neighbouring the Land which are capable of so enjoying, a free and uninterrupted RIGHT OF PASSAGE AND RUNNING of water soil electricity power gas telephone communication and other services from the adjoining and neighbouring premises thereon through or by means of sewers drains pipes channels wires cables and ducts upon over or under the Land and to make connections with such sewers drains pipes channels wires cables and ducts or any of them for the purpose of exercising the said right of passage and of running the aforesaid services upon over or under the Land AND all other easements, ancillary rights and obligations as are or may be implied by the Land Titles Act 1993 (collectively "**Easement**").

Subject to the following prior encumbrances

PRIOR ENCUMBRANCES

*Nil

COVENANTS AND CONDITIONS

- The covenants, conditions and powers implied by law in instruments of lease
- Please refer to the attached document with the following description(s) : **Annex A**

DATE OF INSTRUMENT:

⁴ Commencement Date is the date the possession of the Land was handed over to the Lessee.

IMPORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act 1993.

EXECUTION BY LESSOR

The Common Seal of **SINGAPORE FOOD AGENCY** was hereunto affixed in the presence of:

Signature : _____

Signature : _____

EXECUTION BY LESSEE

The Common Seal of _____ was hereunto affixed in the presence of:

By:

Signature : _____

Name (in full) : _____

Designation : _____

Signature : _____

Name (in full) : _____

Designation : _____

IMPORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act 1993.

CERTIFICATE PURSUANT TO THE RESIDENTIAL PROPERTY ACT 1976

I, solicitor for the LESSEE, hereby certify that I have verified the following information:
Place of Incorporation and registration number

Name of Solicitor : _____

Signature : _____

I, the solicitor acting for the LESSEE, hereby certify that the within land/premises is NOT a residential property (as defined in the Residential Property Act 1976), and that approval under the said Act is not required for the purchase, acquisition or retention of the within land/premises.

Name of Solicitor : _____

Signature : _____

IMPORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act 1993.

CERTIFICATE OF CORRECTNESS

I, a duly authorised officer of the SINGAPORE FOOD AGENCY as at the date of this instrument under the Singapore Food Agency Act 2019, for and on behalf of the LESSOR hereby certify that this instrument is correct for the purposes of the Land Titles Act 1993

Name of Duly Authorised Officer : _____

Signature : _____

CERTIFICATE OF CORRECTNESS

I, solicitor for the LESSEE hereby certify that this instrument is correct for the purposes of the Land Titles Act 1993 and that I hold a practicing certificate which is in force as at the date of the instrument.

Name of Solicitor : _____

Signature : _____

CASE FILE REFERENCE

Law firm case file reference :	
--------------------------------	--

COVENANTS AND CONDITIONS

1. THE Lessee for himself and his assigns hereby covenants with the Lessor as follows:

(i) **Development**

To develop the said Land for use as Vegetable Farming which refers to the production of any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts, at the cost and expense of the Lessee, in accordance with plans approved or to be approved by the competent authority appointed under the Planning Act 1998, and in compliance with the directions and requirements of the Singapore Food Agency established under the Singapore Food Agency Act 2019 (hereinafter referred to as “**Development**”) and any other relevant governmental and statutory authorities (“**Authorities**”) under the Planning Act 1998, which shall include;

- (a) To use the said Land for production and production-related purposes as listed in Schedule (I), subject to prior approvals in writing by the Lessor and/or the Authorities;
- (b) The maximum outdoor and indoor floor areas (“Floor Area”) for ancillary uses **shall not exceed** _____ sqm. Allowable ancillary uses⁵ are listed in Schedule (I) and are subject to prior approvals in writing by the Lessor and/or the Authorities; and
- (c) To achieve the **Potential Production Output of** _____ as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by the Lessor, maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term and ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term. The Lessor may, at its absolute discretion, on the written request of the Lessee made not later than four (4) weeks before the expiry of the relevant stipulated deadline under Clause 1(i)(c), give to the Lessee its written consent to extend such deadline. The Lessor shall be at liberty to impose any terms and conditions including the payment of an extension premium as it shall at its entire and unfettered discretion deem fit and which terms and conditions may include a levy of fees or other charges. For the avoidance of doubt, any extension of time to achieve the Potential Production Output, if granted by the Lessor, shall not exceed two (2) years in total (i.e. there shall be no further extensions of time beyond seven (7) years from the commencement of the Lease Term, regardless of whether the extension of time was given in one tranche or in multiple tranches of shorter periods of time in each tranche).

(ii) **Rates, Taxes and Interest**

- (a) To pay all rates, taxes, charges, assessments, outgoings and impositions (“Outgoings”) whatsoever which now are or which at any

⁵ Worker’s Quarters are not allowed after 31 Dec 2031 for Land Parcels LCK 220 & LCK 221.

time hereafter during or in respect of the Lease Term shall or may be charged or imposed upon the Land and buildings thereon or any part thereof.

- (b) To pay interest on the amount of Outgoings due and unpaid at the rate of eight percent (8%) per annum or such rate as may be determined from time to time by the Lessor, from the due date until payment in full is received by the Lessor (both dates inclusive).

(iii) **Water, Gas and etc**

To pay all charges including charges for supply of water, gas, sanitation and electricity and for removal of refuse at any time hereafter during or in respect of the Lease Term charged or imposed in respect of the Land and buildings thereon.

(iv) **Housekeeping**

To maintain and keep the Land together with the buildings and appurtenances erected thereon during the Lease Term in good and tenantable state of repair and condition and in clean, neat, tidy and sanitary order and condition and forthwith to comply with the Lessor's direction to remove and clear any materials, goods or articles of whatever nature and description from the Land and buildings as may be stipulated in writing by the Lessor.

(v) **Additions or Alterations**

Not without the prior written consent of the Lessor:

- (a) carry out, permit or suffer to be carried out, in on or upon the Land any development on or additions or alterations or works to the Land or any part thereof outside the building or buildings on the Land (including the facade of the building or buildings);
- (b) carry out, permit or suffer to be carried out, in on or upon the Land any development on or additions or alterations or works to the Land or any part thereof within the building or buildings on the Land if such development or additions or alterations result in a change of use or change in density or gross floor area beyond the maximum permissible density or gross floor area for the Land prescribed under the Head Lease or by the Authorities;
- (c) amend any plans, elevations or specifications of the buildings, structures, installations, equipment, fixtures or fittings which has previously been approved by the Lessor regardless of whether the amendments have been approved by the Authorities.

In granting such consent for (a), (b) or (c), the Lessor may impose such terms and conditions as it deems fit in its absolute discretion and require the Lessee to pay to the Lessor and/or the Authorities all applicable Land Betterment Charge, Additional Land Premium, levies, charges and/or any other sums imposed by the Authorities in connection with such development, additions, alterations or works and to indemnify the Lessor against all claims or demands caused by the Lessee's breach of its obligations herein or arising out of or in connection with such development, additions, alterations or works; or

- (d) effect, permit or suffer to be carried out any activity involving the demolition or erection of any building or structure on the Land.

In the granting of any consent for the activity under (d), the Lessor may impose such terms and conditions as it deems fit in its absolute discretion and require the Lessee to pay to the Lessor and/or the Authorities all applicable Land Betterment Charge, Additional Land Premium, levies, charges and/or any other sums imposed by the Authorities in connection with such activities and to indemnify the Lessor against all claims or demands caused by the Lessee's breach of its obligations herein or arising out of or in connection with such activities.

(vi) **Demise, Mortgage, Charge, Assign, License, Sublet**

Not without the prior written consent of the Lessor (which consent may be given or withheld at its absolute discretion):

Demise, mortgage, charge, assign, license, sublet or part with possession of the said Land and the Development in whole or in part thereof. In the giving of its consent, the Lessor reserves the right to impose any terms and conditions as it shall at its entire and unfettered discretion deem fit and which terms and conditions may include the levy of a fee (Section 17 of the Conveyancing and Law of Property Act 1886 shall not apply).

(vii) **Receipt of Monies deemed to be Sale**

The receipt of money or bank/insurance guarantees by the Lessee from any person or party for the purpose of booking or reserving with a view to purchasing or leasing or as deposit under the terms of an option to purchase or to lease the Land and/or the Development or any part of the Land and/or the Development shall be deemed to be a sale or sublease of the same by the Lessee.

(viii) **Incorporation of tender documents**

To perform and observe all the terms and conditions of the Building Agreement dated the day of 20 made between the Lessor and the Lessee, the Invitation to Fixed Price Tender, the Conditions of Tender, the Tender Proposal Form, the Form of Tender, the Building Agreement, the Tender Acceptance Letter and the Technical Conditions of Tender referred to therein. In the event of any conflict between this Lease, the Invitation to Fixed Price Tender, the Conditions of Tender, the Building Agreement, the Tender Proposal Form, the Form of Tender, the Tender Acceptance Letter and/or the Technical Conditions of Tender, the covenants and conditions of this Lease shall prevail.

(ix) **Adherence to Tender Proposal**

To adhere to the Tender Proposal contained in the Tender Proposal Form throughout the Lease Term. The Lessor reserves the right to permit a variation to the Tender Proposal contained in the Tender Proposal Form during the Lease Term. In such event, the Lessor may exercise any of its rights under **Clause 4**.

(x) **Dangerous Materials**

Not to use or permit or suffer the Land or any buildings thereon to be used otherwise than for the purpose or purposes as specified in Clause 1(i) and in accordance with the approval granted by the Authority appointed under the provisions of the Planning Act 1998 and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on in or upon the Land or any building thereon or any part thereof any noxious dangerous or offensive trade or business which may be or become a nuisance or annoyance to the owners tenants or occupiers of premises adjoining or adjacent thereto or to the Lessor.

(xi) **Lessor's Right of Inspection and Repair**

To permit the Lessor or any officer authorised by him in writing on behalf of the Lessor with or without workmen and others at all reasonable times (except in the case of an emergency or exigency or where there is a health or safety concern) during the Lease Term to enter into and upon the Land and into and upon any building thereon:

- (a) to view the state and condition;
- (b) to examine defects, decays and wants of reparations thereof; and
- (c) for any other reasonable purpose,

and the Lessor may thereupon serve upon the Lessee notice in writing specifying any breaches of covenant and require the Lessee forthwith to remedy such breaches and if the Lessee shall not within ten (10) days after the receipt of such notice proceed diligently to remedy such breaches then to permit the Lessor to enter upon the Land and any building thereon and take steps as may be necessary to remedy such breaches and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.

(xii) **Keep insured**

To:

- (a) insure and keep insured against loss or damage by fire the buildings upon the Land to the full value thereof with a registered insurer as defined under the Insurance Act 1966 carrying on the business of general insurance in Singapore and to pay all premiums necessary for that purpose within fourteen (14) days after the same shall become due and to produce and to show to the Lessor whenever required the policy of such insurance and the receipt for every such premium and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the Land and the buildings erected thereon and to make up any deficiency out of the Lessee's own monies; and
- (b) make reasonable provision against (including procuring an appropriate public liability insurance coverage) and be responsible for the following:

(b.1) all loss, injury, and damage whatever to any person (including loss of life) and any movable or immovable property, including that of the Lessor's, arising out of or in connection with:

(b.1.1) the operations, business, trade, industry, activities, or any works carried out or conducted in, upon or at the Land and buildings;

(b.1.2) the possession, occupation, use or otherwise of the Land and buildings;

(b.1.3) the use or storage of any dangerous or explosive material; and

(b.1.4) any act or omission, neglect or default of the Lessee, the Lessee's officers, employees, visitors, permitted occupiers, contractors, subcontractors, or agents or their respective authorised persons,

notwithstanding the Lessor's endorsement, approval, permission or consent (if any) under this Lease herein.

(b.2) Any act, matter or thing done, or omitted, permitted or caused to be done, in contravention of the Lessee's obligations.

(b.3) If the said Land is destroyed or damaged by fire, to forthwith:

(b.3.1) give the Lessor written notice of the destruction or damage, and

(b.3.2) cause all insurance monies received to be used for rebuilding and reinstating the said Land to the Lessor's satisfaction and in accordance with the approved plans.

Provided that if the insurance monies are insufficient, the Lessee shall make up the deficiency for the rebuilding and reinstatement out of his own monies and provided that the rebuilding and reinstatement shall commence and be completed within a reasonable period specified by the Lessor.

(xiii) **Indemnity by Lessee**

To fully indemnify and keep indemnified the Lessor from and against all claims, proceedings, actions, suits, writs, summonses, judgments, orders, decrees, costs, expenses, charges, claims, demands, losses, liabilities, damages, injuries 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 Lessor or any other Persons arising directly or indirectly out of or in connection with:

(a) the development, use or occupation of the Foreshore by the Lessee or by any of its employees, agents, sub-contractors or independent contractors; and

(b) any breach or non-observance by the Lessee of any of the provisions of this Lease.

(xiv) **Cost of Enforcement**

To pay all costs, fees and expenses, including the Lessor's legal costs (on an indemnity basis), in connection with the enforcement of the stipulations in this Lease.

(xv) **Reimbursement of Lessor**

To pay or reimburse the Lessor acting as the collecting agent for the Authorities:

- (a) the Goods and Services Tax ("**GST**") imposed or chargeable on or calculated by reference to the rent, Land Premium (if any), and any other taxable sums due to the Lessor under this Lease in such manner and within such period as to enable the Lessor to comply with the law; and
- (b) all interest, fines, and penalties suffered or incurred by the Lessor resulting from any failure or delay by the Lessee in the payment of the rates, property taxes, other taxes, assessments, outgoings or GST.

(xvi) **Compliance with Law**

Not to do, omit, permit or cause to be done or omitted any act, matter or thing in, upon or at the Land and buildings which shall contravene the applicable laws, statutes, legislation, by-laws, rules, orders or regulations and all requirements and directions of the Authorities, now or hereafter in force ("**Law**"), but to fully comply with and observe, and ensure full compliance with and observance of the Law:

(a.1) in relation to:

- (a.1.1) the possession, use, occupation, or otherwise, of the Land and buildings; or
- (a.1.2) the operations, business, trade, industry, activities, or any works carried out or conducted in, upon or at the Land and buildings,

notwithstanding any endorsement, approval, permission or consent which the Lessor may grant under any clause in this Lease or otherwise; or

(a.2) which the Lessor may be liable to comply with or observe or which may be imposed on the Lessor in connection with the Land or buildings.

(b) If the Lessee fails to comply with Clause 1(xvi)(a) or any part of it, the Lessor may in its absolute discretion (but without being under any obligation to do so) and without prejudice to any other rights and remedies that the Lessor may have against the Lessee, perform the same, and all cost and expense incurred thereby shall be recoverable from the Lessee as a debt PROVIDED ALWAYS that the Lessor shall

not be liable for any loss damage or inconvenience caused to the Lessee.

- (c) The Lessee shall at all times indemnify and keep indemnified the Lessor against all actions, proceedings, costs, expenses, claims, fines, losses, penalties and demands in respect of any act, matter or thing done or omitted to be done in contravention of the Law.

(xvii) **Head Lease**

- (a) To perform and observe the express and implied covenants on the Lessor's part in the Head Lease and conditions between the President of the Republic of Singapore and the Lessor so far as they are not specifically and expressly varied in this Lease and to keep the Lessor indemnified against all claims damages costs and expenses in any way relating thereto.
- (b) Not to breach or in any manner cause or permit a breach of the Head Lease covenants and conditions.

(xviii) **Nuisance, etc**

Not to permit or suffer to be done in or upon the Land and the buildings erected thereon anything which in the opinion of the Lessor may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or owner's tenants or occupiers of premises adjoining or adjacent thereto or whereby any insurance for the time being effected on the Land may be rendered void or voidable or be in any way affected.

(xix) **Encroachment / Encroachment regularisation / Retention**

In the event that the Lessee has encroached upon any area beyond the allocated boundaries of the Land:

- (a) the Lessee shall, at his own cost and expense, but without prejudice to any other right or remedy the Lessor may have against him, immediately or within any time specified by the Lessor rectify and remove the encroachment to the satisfaction of the Lessor and pay to the Lessor such compensation as may be specified by the Lessor; and
- (b) if, however, the Lessor in his absolute discretion permits the Lessee to regularise and retain the encroached area upon such terms and conditions as may be stipulated by the Lessor and the Authorities, the Lessee shall pay:

(b.1) Land Betterment Charge or Additional Land Premium for the encroached area:

(b.1.1) for the period from:

- (i) the date the encroachment is duly proven by the Lessee to the Lessor's satisfaction to have commenced; or

- (ii) if the Lessee fails for any reason to so prove within a reasonable period stipulated by the Lessor, then from the date the encroachment is reputed or deemed by the Lessor to have commenced,

(“**Said Date**”), to the expiry of the Lease Term; and

- (b.1.2) based on the market price of the Land, on or about the Said Date or the date on which the Lessor grants the Permission, whichever sum is higher,

as may be imposed by the relevant authority; and

- (b.2) all survey fees, amalgamation fees, legal costs (on an indemnity basis), and all other costs and charges relating thereto.

(xx) **Notice of Damage**

If any damage of whatsoever nature or description shall at any time occur or be caused to the Land and the buildings erected thereon, to forthwith give to the Lessor written notice of the damage and to remedy the damage to the Lessor's satisfaction within such time as the Lessor may specify, all at the cost of the Lessee.

(xxi) **Entry Free of Charge**

Without prejudice to the generality of the Lessor's rights under the Easement, to allow the Lessor, with or without workmen, agents, contractors, and his lessees, tenants and licensees, with or without their workmen, a right to enter and work upon the Land free of charge for the purpose of connecting sewer pipelines, if required, within the boundary of the Land at any time during the Lease Term PROVIDED ALWAYS THAT the Lessee shall not at any time hold the Lessor liable for any claim, demand, action, proceeding, inconvenience, loss, damage, costs or expenses of whatsoever kind or description which the Lessee or any other person may suffer in connection therewith.

(xxii) **Power Surge and Vibration**

Not to cause or allow heavy power surge, high frequency voltage and current, noise, vibration or any electrical or mechanical interference or disturbance whatsoever which:

- (a.1) may prevent or prevents in any way the service or use of any communication system; or
- (a.2) affects the operation of other equipment, plant, installations, machinery, apparatus, fixtures, fittings or appliance of the Lessor, other lessees, tenants, licensees or occupiers,

(“**Interference**”).

- (b) To allow the Lessor or any authorised person to inspect, at all reasonable times, equipment, plant, installations, machinery,

apparatus, fixtures, fittings or appliance in the buildings on the Land to determine the source of the Interference.

- (c) To take suitable measures to eliminate or reduce the Interference to the Lessor's satisfaction, if the Interference is found by the Lessor or such authorised person.

(xxiii) **Indemnity pertaining to Clause 1(xxii)**

To indemnify the Lessor against each and every claim, proceeding, action, loss, penalty, damage, expense, cost and demand which may arise in connection with Clause 1(xxii) above.

(xxiv) **Survey of Land**

To pay to the Lessor all survey fees and other charges, including those payable to and claimed by the Authorities, and the preparation and issue of a Certificate of Title and this Lease PROVIDED THAT the Lessor shall have the right to employ its own surveyor to carry out the survey at the cost of the Lessee.

(xxv) **Surrender of Certificate of Title**

If the Lease Term is determined, by expiry or otherwise, the Lessee shall at his own cost and expenses:

- (a) immediately surrender or cause to be surrendered the duplicate subsidiary Certificate of Title for the Land and buildings to the Registrar of Titles for cancellation; and
- (b) simultaneously give to the Lessor written notice of such surrender.

(xxvi) (a) **Reinstatement at End of Lease Term**

Without prejudice to the Clauses 1(xvi) and 1(xvii) herein, at the termination of the Lease Term, by expiry or otherwise, ("**Event**") to yield up the Land together with any buildings and/or fixtures to the Lessor in good and tenantable condition and with vacant possession without any claim to any compensation. PROVIDED THAT the Lessor may by notice in writing, require the Lessee, at the Lessee's own cost and expense, to:

- (a.1) remove any or all buildings, structures and/or fixtures erected or found on, in, under, within or attached to the Land; and/or
- (a.2) remove from the Land any rubbish, debris, waste, obstructions and any other materials, whether present at the commencement of the Term or otherwise; and/or
- (a.3) restore any or all parts of the Land to state and condition acceptable to the Lessor

(collectively referred to as "**Reinstatement**") by the expiry or earlier determination of the Lease Term, and in any event the Lessee agrees as follows:

- (b) if the Lessee continues to occupy the Land and buildings or any part thereof after the Event by himself or his employees, agents, contractors or subcontractors, or any other permitted persons for purposes of or in connection with the Reinstatement or any part of it, the Lessee shall be deemed to occupy the Land and buildings as a mere licensee, but subject to the same liabilities as a lessee under this Lease, and such licence shall at any time be determinable by the Lessor. The provisions in this clause shall not in any way be construed as a consent by the Lessor for the Lessee to hold over after the Event, or creating any greater interest than a mere licence;
- (c) if the Lessee for any reason fails to carry out its obligations in accordance with Clause 1(xxvi) or any part of it, the Lessor may (but without being under any obligation to do so), without prejudice to any other right or remedy the Lessor may have in law, carry out or cause to be carried out the Reinstatement, or any part of it, as the Lessor may deem fit and all cost and expense incurred by it shall be recoverable by the Lessor from the Lessee as a debt; and
- (d) the Lessor shall also be entitled to recover from the Lessee as a debt, and the Lessee shall pay the equivalent of double all premium, rents, and other amounts together with Outgoings and GST which the Lessor would have been entitled to receive from the Lessee had the period within which the Reinstatement is effected by the Lessee or the Lessor been added to the Lease Term.

(xxvii) **Trial Pit Test**

The trial pit test report prepared or commissioned by the Lessor on the soil, ground and environmental conditions in, on, under or about the Land and given to the Lessee as at the commencement of the Lease Term ("Baseline Level Report") shall be deemed to be authoritative in respect of the baseline level of the soil, ground and environmental conditions of the Land as at the commencement of the Lease Term. The Lessee shall prior to the expiry or earlier determination of the Lease Term at its own costs and expense, if so required by the Lessor, conduct trial pit tests (which may comprise Environmental Site Assessment if deemed required by relevant Authorities) on the Land for the purpose of determining the nature and extent of changes in the soil, ground and environmental conditions in, on, under or within the Land. The Lessee shall do any and all acts and carry out the trial pit tests in such manner as may be directed by the Lessor and at such locations on the Land as may be required by the Lessor in its sole discretion. If the trial pit tests indicate the presence of contaminants, the Lessee shall at its own costs and expense and within the time stipulated by the Lessor properly carry out all works and take all steps necessary to remediate and reinstate the Land to the satisfaction of the Lessor. If the Lessee fails to observe or perform its obligations as required in Clause 1(xxvii) or any part of it, the Lessor may, without prejudice to the Lessor's other rights, proceed to do the same and the Lessee shall pay to the Lessor, on demand, all costs and expenses so incurred by the Lessor. The Lessee shall, upon prior notice being given to the Lessee, allow the Lessor, its agents and any person authorised by the Lessor to enter the Land for the purpose of inspection, conducting the trial pit tests and/or remediation of the Land (as the case may be). For the purposes of Clause 1(xxvii), "contaminants" shall mean:

- (a) rubbish, debris, waste, obstructions and any other material, whether present at the commencement of the Term or otherwise; or
- (b) any substance that:
 - (b.1) is polluting or injurious;
 - (b.2) is foreign to or alter the constituents of the soil, ground and environmental conditions on, in, under or within the Land;
 - (b.3) is in excess of the baseline level set out in the Lessee's Baseline Level Report or the Lessor's Baseline Level Report (as the case may be); or
 - (b.4) may adversely affect the Land in the Lessor's reasonable opinion.

(xxviii) **Return of Land**

The Lessee shall notify the Lessor in writing of such parts of the land and subterranean space which are not used for the purposes specified in **Clause 2(i)**. If directed by the Lessor in writing, the Lessee shall surrender to the Lessor such land and subterranean space not used for the purposes specified in return for compensation equivalent to the compensation payable for such land if it had been acquired under the Land Acquisition Act 1966 on the date of the direction.

Provided that if the Lessor does not issue a direction for the surrender of such land and subterranean space within one year from the date of the notification given by the Lessee under this section or within such other period as may otherwise be mutually agreed between the Lessor and the Lessee, the Lessor shall, at the request of the Lessee, lift the restrictions in this Lease under **Clause 2(i)** in relation only to such land and stratum of subterranean space; subject to the Lessee obtaining the necessary approvals from the relevant authorities regarding the proposed use of such land and subterranean space and the payment of a Land Betterment Charge or Additional Land Premium under **Clause 2(ii)**.

2. And it is hereby agreed between the Lessor and the Lessee as follows:

- (i) The Development on the said Land shall at all times be used for Vegetable Farming which refers to the production of any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts.

(a) **Authorised Use**

Not to use or permit or suffer the said Land or any part thereof to be used otherwise than as provided in **Clause 2(i)** hereof in accordance with plans approved or to be approved by the competent authority appointed under the Planning Act 1998, and in compliance with the directions and requirements of the Singapore Food Agency established under the Singapore Food Agency Act 2019 and Authorities under the Planning Act 1998.

- (b) If at any time prior to, upon or after the grant of the Temporary Occupation Permit ("TOP") for the Development, the Development exceeds the stipulated use or intensity as set out in Detailed Guidelines under Schedule (I) of this Lease, the Lessee shall within such time as may be specified by the Lessor pay a Land Betterment Charge or Additional Land Premium in accordance with the Land Betterment Charge Act 2021 or as may be determined by Chief Valuer.

Where the Development is carried out in phases, if at any time prior to or upon the grant of the TOP for any phase of the Development ("Specified Phase"), the total development (i.e. from the commencement of the 1st phase of the Development to the Specified Phase) exceeds the stipulated use or intensity as set out in Detailed Guidelines under Schedule (I) of this Lease, the Lessee shall within such time as may be specified by the Lessor pay a Land Betterment Charge or Additional Land Premium in accordance with the Land Betterment Charge Act 2021 or as may be determined by Chief Valuer. For the avoidance of doubt, such Land Betterment Charge or additional land premium is payable for each subsequent Specified Phase where the total development as aforesaid continues to exceed the stipulated use or intensity in the aforesaid Schedule (I).

- (c) Unless the prior written permission of the Lessor is given, the said Land shall not be used otherwise than as provided in Schedule (I) of this Lease. Any such prior written permission may be given on such conditions as the Lessor may, at its absolute discretion, think fit to impose. Among other things, the Lessor shall have the right to demand a Land Betterment Charge or Additional Land Premium, as determined by the Lessor in its absolute discretion, in respect of any request by the Lessee for a change of use; for an increase in gross plot ratio or floor area; or for any other changes relating to Schedule (I) of this Lease.

(d) **Other Conditions**

To comply with all the terms and conditions of the Conditions of Tender, the Technical Conditions of Tender, the Building Agreement, the Tender Proposal Form and the Form of Tender. The burden of the covenants and conditions in this Lease shall run with the Land.

- (e) Upon the written request of the Lessee made not earlier than five (5) years from the commencement of the term of the Lease and not later than three (3) years prior to the date of expiry of the said term, the Lessor may, at its absolute discretion, grant the Lessee a fresh lease of the said Land for a further term of ten (10) years at a premium to be determined by the Chief Valuer and on such terms and conditions as may be mutually agreed between the Lessor and the Lessee, provided that there shall not at the time of the Lessee's request be any existing breach or non-observance of the covenants and conditions on the part of the Lessee herein contained.

(ii) **Change of Use**

The provisions of Clause 2(i) shall apply, unless a variation or change thereof is approved in prior written permission the Lessor and/or the Authorities, which approval may be given subject to such terms and conditions as the Lessor and/or

the Authorities may impose and provided that if such variation or change will in the opinion of the Lessor and/or the Authorities result in an enhancement of the value of the Land, the Lessee shall pay the Lessor and/or the Authorities within such time as may be specified by way of Additional Land Premium or Land Betterment Charge such amount as the Lessor and/or the Authorities may determine as the amount representing the enhanced value of the Land.

- (iii) For the purpose of Clause 2(ii), the enhanced value of the Land shall be determined by the Lessor and/or the Authorities in accordance to the Land Betterment Charge Act 2021 for the variation or change to Clause 2(i) with prior written permission of the Lessor.
- (iv) No work or development in respect of any variation or change to the provisions of Clause 2(i), that requires the approval of Lessor and/or the Authorities may be effected, implemented or carried out unless the prior approval in writing of the Lessor and/or the Authorities in respect thereof is/are obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of Additional Land Premium or Land Betterment Charge payable under this clause is paid to the Lessor and/or the Authorities.

3. Non-Waiver

Unless otherwise expressly specified or agreed, no waiver expressed or implied by the Lessor of any breach of any of the Lessee's obligations to be performed or observed shall be construed nor be deemed to operate as a waiver of any other breach of the same or any other term, covenant, condition, undertaking or stipulation and shall not prejudice in any way the rights, powers and remedies of the Lessor contained in this Lease. Any acceptance of rent, GST, and any other monies or failure or delay on the part of the Lessor to exercise any right, power, authority or remedy shall not be deemed to operate as a waiver by the Lessor of any right to proceed against the Lessee or of any of the Lessee's obligations. The rights, powers, authorities and remedies provided in this Lease are cumulative and not exclusive of any rights, powers, authorities or remedies provided by law or in equity.

4. Consent

If the Lessor gives its consent or approval or serves notice in respect of any matters hereunder wherein the consent or approval of the Lessor is required or the Lessee is required to rectify any breach, the Lessor shall be at liberty to impose such conditions as the Lessor in its entire and unfettered discretion deems fit and which conditions may include the levy of a fee.

5. Re-Entry/Forfeiture

- (i) It shall be lawful for the Lessor or any person authorised by the Lessor in that behalf to re-enter upon the Land and buildings or any part thereof in the name of the whole at any time after the happening of any of the following events:
 - (a) the Outgoings, GST, or any other sums due under or by virtue of this Lease, or part of it, shall be unpaid for fourteen (14) days after becoming payable (whether the same shall have been formally demanded or not);
 - (b) if the Lessee fails to (a) achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of

time as agreed by the Lessor, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term. For the avoidance of doubt, any extension of time to achieve the Potential Production Output, if granted by the Lessor, shall not exceed two (2) years in total (i.e. there shall be no further extensions of time beyond seven (7) years from the commencement of the Lease Term, regardless of whether the extension of time was given in one tranche or in multiple tranches of shorter periods of time in each tranche).

- (c) the Lessee's farm licence to be issued by SFA is subsequently terminated or revoked by SFA, which render the Lessee unable to continue the Authorised Use as per Clause 2.
- (d) the Lessee fails in any other way to perform, fulfill or observe any of the Lessee's covenants or obligations herein contained or of any of the terms or stipulations contained in the Building Agreement, the Conditions of Tender and/or the Technical Conditions of Tender referred to therein on the part of the Lessee to be observed or performed ("**Breach**"), and:
 - (d.1) the Lessor has served on the Lessee written notice specifying the Breach; and
 - (d.2) if the Breach is (having regard to the nature of the Breach) capable of remedy, requiring the Lessee to remedy the Breach, and the Lessee has failed to remedy the Breach within one (1) calendar month or such extension of time as agreed by the Lessor in writing from the date of the Lessor's said written notice (except in the case of an emergency, exigency, or a health or safety concern, when immediate or early remedy is required or necessary); or
- (d) any seizure or sale or its equivalent is made in respect of the Land and buildings.
- (ii) Upon such re-entry, the Lease Term shall absolutely determine but without prejudice to the Lessor's other rights and remedies in respect of any breach of the Lessee's obligations.
- (iii) However, if the Land and buildings have been assigned by way of mortgage, the provisions of this Clause 5 shall not take effect until the Lessor has served upon the mortgagee a written notice that such breach has occurred and the mortgagee has failed to remedy such breach within one (1) calendar month from the date of service of such notice or such extension of time as agreed by the Lessor.

6. No Refund or Compensation

The Land Premium shall not be refunded or repaid in whole or in part to the Lessee nor shall any compensation of any kind be paid to the Lessee if the Lessor exercises any of its rights or remedies under **Clause 5** herein. In particular, the Land Premium shall not be refunded or repaid in whole or in part to the Lessee nor shall any compensation of any kind be paid to the Lessee if the Lessor exercises any of its rights and remedies under Clause

5(i)(b) herein, namely, if Lessee fails to (a) achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by the Lessor, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual production output, whichever is lower, shall be sold locally throughout the Lease Term.

7. Interpretations

Unless the context otherwise requires:

- (i) words importing the singular number include the plural number and vice versa;
- (ii) words importing the masculine gender include the feminine gender and vice versa;
- (iii) words importing “persons” include corporation/body corporate and vice versa;
- (iv) reference to a specific Act of Singapore shall include any amendment, revision or replacement made to it from time to time;
- (v) where there are two or more persons included in the expression “Lessee”, covenants expressed to be made by “the Lessee” shall be deemed to be made by such persons jointly and severally; and
- (vi) all marginal notes are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

8. Severability

If at any time any provision or any part of a provision of this Lease is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions or parts of the provision (to the extent that they are severable from such illegal, invalid or unenforceable provisions or part of the provision) shall in no way be affected or impaired by it.

9. Third Party Rights

A person who is not a party to this Lease shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

10. Governing Jurisdiction and Law

This Lease shall be governed and interpreted in accordance with the laws of Singapore and any legal proceedings, actions, suits, writs, summonses or claims arising from or in connection with the Lease or the Land and buildings shall be commenced in and heard before the courts of Singapore and the Lessee agrees to irrevocably submit himself to the exclusive jurisdiction of the courts of Singapore.

11. Covenants Run with Land

The above covenants and conditions shall run with and be binding upon the Land and buildings and every part thereof.

12. Schedules

The Schedules to this Lease and the provisions set out therein shall form an integral part of this Lease.

SCHEDULE (I)

DETAILED GUIDELINES FOR VEGETABLE FARMING

TECHNICAL PARAMETERS	<p>1 <u>General</u></p> <p>1.1 The Land shall be used for Vegetable Farming which refers to the production of any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts.</p> <p>1.2 The maximum Floor Area for ancillary uses shall not exceed <u>xxxxx</u> sqm.</p> <p>1.3 Examples of allowable production-related purposes are as follows:</p> <ul style="list-style-type: none"> a) Cultivation System (e.g. Greenhouse, Nursery, Germination Room) b) Packing/Processing/Sorting Facility c) Store Room d) Loading/Unloading Bay e) Coldroom f) Bin Centre g) Water Storage Space, Tanks h) Research & Development, Laboratory Facility i) Wastewater Treatment Facility j) Solar Harvesting System k) Waste-to-energy/Waste Recovery/Compost System <p>1.4 All activities shall not produce any toxic products or by-products that can adversely affect surrounding uses.</p> <p>1.5 Examples of allowable ancillary uses are as follows:</p> <ul style="list-style-type: none"> a) Worker's Quarter (if allowed by relevant government agencies; Please note Land Parcels LCK 220 & LCK 221 only allow stay-in facilities including Worker's Quarter until 31 Dec 2031) b) Office c) Carpark <p>1.6 The Worker's Quarter and Office shall be used solely for supporting the development and farming on the Land.</p> <p>1.7 The Lessee shall seek the consent of SFA and the relevant authorities for the proposed production, production-related and ancillary uses.</p>
POTENTIAL PRODUCTION OUTPUT	<p>2 <u>Potential Production Output</u></p> <p>2.1 The Lessee shall (a) achieve the Potential Production Output as declared in Section 2(c) of the Tender Proposal Form within five (5) years from the commencement of the Lease Term or any extension of time as agreed by SFA, (b) maintain or exceed the aforesaid Potential Production Output throughout the remaining Lease Term, and (c) ensure that at least twenty-five per cent (25%) of the Potential Production Output or actual</p>

	<p>production output, whichever is lower, shall be sold locally throughout the Lease Term.</p> <p>2.2 The Lessee shall submit to SFA a report and such documentary proof as SFA may require on the Vegetable production output on a quarterly basis or such other intervals as may be required by SFA. At SFA's option, the report may be in the form of a self-declaration form as prescribed by SFA. The Lessee shall at his own cost and expense engage a reputable independent public accountant/accounting firm (the "Accountant") to carry out annual audits of the production output, if required by SFA. The Accountant shall audit and certify the following areas in respect of the production output:</p> <ul style="list-style-type: none"> a) quantity of Fruited Vegetable (tonnes/year) produced on the Land Parcel; b) quantity of Leafy Vegetable (tonnes/year) produced on the Land Parcel; c) quantity of Mushroom (tonnes/year) produced on the Land Parcel; d) quantity of Microgreen (tonnes/year) produced on the Land Parcel; and e) quantity of all other types of Vegetable (tonnes/year) produced on the Land Parcel.
--	---

CERTIFIED PLAN

SPECIMEN

APPENDIX D: DRAFT BUILDING PROGRAMME

Stage of Construction		Date (DD/MM/YEAR)
1	Submission of proposal plans to SFA for endorsement.	
2a)	Submission of proposal plans to Relevant Agencies for Development Control approval.	
2b)	Clearance of Form A/B.	
3	Submission of building plans to BCA for Building Plan approval.	
4	Grant of Building Plan approval by BCA.	
5	Commencement of piling works.	
6	Commencement of building works.	
7	Completion of building works.	
8	Obtain Temporary Occupation Permit.	

Note: To facilitate the monitoring of building progress, the Lessee shall provide monthly progress updates to SFA.

APPENDIX E: UNDERTAKING

To: SINGAPORE FOOD AGENCY

Re: SALE OF AGRICULTURAL LAND FOR FARM USE
TENDER REF NO: _____

Pursuant to Condition 39 of the Conditions of Tender governing the Land Parcel _____ at _____, we _____, a company incorporated in Singapore and having its registered office at _____ ("the Company"), hereby undertakes to ensure that:

- (a) the shareholder(s) of the Company as set out in the Schedule hereto shall hold and continue to retain a controlling interest of more than 50% of the shares in the Company; and
- (b) in respect of paragraph (a), amongst other things, no transfer, allotment or acquisition of the shares of the Company are carried out such as would affect the specified controlling interest of more than 50%;

until the attainment of Potential Production Output for one whole calendar year for the whole of the development which is to be undertaken by _____ on the abovementioned Land Parcel.

Dated this _____ day of _____ 20__.

SIGNED ON BEHALF OF _____ BY:

Signature: _____

Name of Signatory: _____

Designation: Director

Signature: _____

Name of Signatory: _____

Designation: Director/Secretary

THE SCHEDULE ABOVE REFERRED TO

	Shareholder	Percentage of Shareholding in the Company
1		
2		
3		

APPENDIX F: TECHNICAL CONDITIONS OF TENDER

PART I

1.0 GENERAL

- 1.1 The Singapore Food Agency (“SFA”), is inviting offers for the leases of Land Parcels more particularly described in the Invitation to Tender issued by the SFA together with these Technical Conditions of Tender. The lease of the Land Parcels shall be sold by public tender subject to these Technical Conditions of Tender, the Conditions of Tender, the Building Agreement and the Form of Lease for the Land Parcels issued by SFA.
- 1.2 The Successful Tenderer must in addition to the Conditions of Tender observe and comply with these Technical Conditions of Tender. The Conditions of Tender and these Technical Conditions of Tender are to be read together with all the plans supplied in the Tender Documents.

PART II

2.0 PLANNING GUIDELINES

2.1 The planning parameters for the Land Parcels are as below:

PROVISION/ REQUIREMENT	LCK 220	LCK 221	ST 28G	ST 28H	ST 28I
Mukim No.	MK12-01817P	MK12-01818T	MK11-03741A with adjoining MK11-80002A	MK11-03744X with adjoining MK11-80001T	MK11-03745L with adjoining MK11-80000P
Lot Area (excluding subterranean lots)	20,251.5 sqm	20,250.6 sqm	20,288.0 sqm	20,062.4 sqm	20,102.8 sqm
#Land Area	17,792.5 sqm	17,912.9 sqm	17,991.5 sqm	17,975.5 sqm	17,762.9 sqm
Location	Neo Tiew Harvest Link, Lim Chu Kang		Sungei Tengah Road, Sungei Tengah		
Land use/Zoning	Agriculture				
Permitted Farm Type	Vegetable Farming which refers to the production of any edible plant or fungi cultivated for human consumption and does not include cereals and beansprouts				
*Building Height (Maximum)	30 m SHD		60 m SHD		
Production Area (Minimum)	16,013.3 sqm	16,121.6 sqm	16,192.4 sqm	16,178.0 sqm	15,986.6 sqm
^Floor Area for ancillary uses (Maximum)	1,779.2 sqm	1,791.3 sqm	1,799.1 sqm	1,797.5 sqm	1,776.3 sqm

Land area excludes NParks' green buffer and peripheral planting verge requirement.

* SHD refers to Singapore Height Datum. Successful Tenderers are to ensure that all buildings (inclusive of all structures and fixtures above the roof-top such as TV antennas, water tanks, lift motor rooms, cranes, maintenance equipment and lightning conductors), construction equipment and temporary structures, such as cranes, piling rig, etc within the Land Parcel(s) should not exceed the stipulated height controls for the respective Land Parcel(s) at all times.

^ Floor Area accounts for both outdoor and indoor floor areas.

Land Utilisation

2.2 The Successful Tenderer shall ensure that at least 90% of the area of the Land Parcel shall be used for production and production-related purposes (herein referred to as **"Production Area"**).

Cap on Ancillary Uses

- 2.3 The maximum outdoor and indoor floor areas ("**Floor Area**") for ancillary uses for the Land Parcel shall not exceed 10% of the land area of respective Land Parcel. The maximum Floor Area for ancillary uses shall be capped at the area listed in the planning parameters for the Land Parcel in **paragraph 2.1**.

Part 3 – LCK 220 / LCK 221

3.0 DEVELOPMENT GUIDELINES

3.1 General Guidelines

Development Control

3.1.1 The Successful Tenderer shall comply with the URA Development Control (DC) guidelines issued or may be issued by the Competent Authority under the Planning Act 1998, unless otherwise stated in these Technical Conditions. For more information on URA's Development Control Handbook for guidelines on agriculture developments, please refer to: www.ura.gov.sg/Corporate/Guidelines/Development-Control/Non-Residential/Agriculture.

3.1.2 The Successful Tenderer shall ensure that its development and activities on LCK 220 / LCK 221 will not cause any undue nuisance to the surrounding/adjacent developments in terms of noise, glare, smell and any other form of pollution.

Vehicle Parking

3.1.3 Submission to LTA (Vehicle Parking) is exempted for development of land for the purpose of farming. However, the proposed development on LCK 220 / LCK 221 is encouraged to be designed to comply with the full physical parking requirements under the prevailing Parking Places (Provision of Parking Places and Parking Lots) Rules 2018 or any statutory modification and re-enactment thereto.

3.1.4 The design of the parking place (including the loading/unloading area) shall allow for adequate vehicle queuing length within the development for vehicles entering it to prevent causing congestion along the main road.

Green Buffer and Peripheral Planting Verge

3.1.5 Unless otherwise indicated, the Successful Tenderer shall provide a 3m green buffer along the boundary facing road and a 2m peripheral planting verge along the boundary adjoining non-Agriculture plots, drainage reserve or backlanes. No planting verge is required at frontage with adjoining agriculture development.

Building Setback Guidelines

3.1.6 All buildings and structures shall be set back at least 5m away from the lot boundary fronting a road. Only minor structures such as bin centre, electricity

switch room and guard post etc. approved by the Competent Authority can be sited within the building setback.

- 3.1.7 All buildings and structures shall be set back at least 4.5m away from lot boundaries of non-Agriculture plots, drainage reserve, or backlanes, as measured from the eaves of structures.
- 3.1.8 All buildings and structures adjoining agriculture development shall be set back at least 2m with no planting strip from the lot boundary measured from the eaves of structures.

Platform Level, Slopes and Earth Retaining Structures

- 3.1.9 The indicative levels of LCK 220 / LCK 221 and their surroundings are shown in the Planimetric Survey Plan for informational purposes only.
- 3.1.10 The Successful Tenderer shall ensure that all the proposed slopes and earth retaining structures where required shall be designed to comply with the requirements of the relevant authorities. All slopes and earth retaining structures shall be kept within the boundaries of LCK 220 / LCK 221.
- 3.1.11 The Successful Tenderer shall submit the details and design calculations prepared by a Qualified Person (“QP”) for structural works appointed under the Building Control Act 1989 for any proposed slopes or earth retaining structures to the SFA, the Competent Authority or any other relevant authorities for approval before commencement of work.

Earthworks

- 3.1.12 All earthworks proposals and plans showing the extent of works shall be submitted to the relevant Authorities. Earth-fill works on the land that will not cause the level of any point in the land to be more than 1.5 metres above the lower of the following:

- (i) the level of that point in the land at the time when the land was leased or agreed to be leased by the State or statutory body; or
- (ii) the level of any point at the common boundary shared with adjacent land / road

can be lodged to the Competent Authority via the Plan Lodgment scheme. Otherwise, a formal Development Application will have to be submitted.

- 3.1.13 Upon approval of the earthworks, the Successful Tenderer shall appoint a QP to supervise the earthworks to be carried out within LCK 220 / LCK 221. The QP shall inform the SFA, Singapore Land Authority (“SLA”), Public Utilities Board (“PUB”) and National Environment Agency (“NEA”) the source, volume and type of earth-fill to be imported and where the cut materials from the land

will be deposited. All proposed earth-fill materials shall comply with regulatory requirements.

- 3.1.14 Upon completion of the earthworks, the Successful Tenderer shall submit a copy of the topographical survey plan to SLA.

Access into State Land

- 3.1.15 For the purpose of entering the State land before Possession is delivered to the Successful Tenderer to do any works for the purpose of or in relation to the proposed development as may be required under these Technical Conditions of Tender or the Conditions of Tender, the Successful Tenderer shall obtain a Temporary Occupation Licence ("TOL") from the Authority for the use of the State land. The TOL may be granted on such terms and conditions and subject to the payment of such charges and fees as the Authority may determine.

Building and Structures

- 3.1.16 All other structures proposed would be considered on its own merits and the usage must be related to the approved farming activities for the site.
- 3.1.17 The farm's operations and activities should be sensitive to the existing uses and activities of their surrounding neighbours and shall put in place measures to mitigate any potential nuisance caused where necessary.

Plan Submission

- 3.1.18 The Successful Tenderer shall engage a professional registered engineer / registered architect as QP to seek clearances from relevant authorities (including the SFA) and make a submission of the development and building plans to Building and Construction Authority through the CORENET E-Submission System.
- 3.1.19 The Successful Tenderer shall submit the proposed Layout Plan/Development Plan/Building Plan for LCK 220 / LCK 221 to the SFA for endorsement before submission to the Competent Authority. The Successful Tenderer shall submit 2 extra set of plans to the SFA. SFA reserves the right to require the Successful Tenderer to amend and modify the above mentioned plans submitted by the Successful Tenderer.
- 3.1.20 The Successful Tenderer will not need to submit plans to the URA as Competent Authority if the proposed development:
- a) does not exceed 1-storey or 12m, whichever is lower;
 - b) involves agriculture use only, with no commercial uses; and
 - c) involves the digging of ponds and wells for agriculture use only.

In such case, the Successful Tenderer shall still submit the proposed Layout Plan/Development Plan/Building Plan for the Land Parcel(s) to NParks for endorsement.

3.1.21 The Successful Tenderer shall engage a professional engineer/registered architect as QP to make a Plan Lodgment to URA Development Control Group if the proposed development:

- a) is more than 1-storey or exceeds 12m in building height, whichever is lower;
- b) may include ancillary uses including commercial uses such as shop, restaurant, showroom use that do not exceed 200sqm and any visitor centre use do not exceed 200sqm; and
- c) complies with the Plan Lodgment criteria found in URA's circular [URA/PB/2019/17-DCG](#) issued 20 September 2019.

3.1.22 The Successful Tenderer shall be required to engage a professional engineer/registered architect as QP to make a Development Application to URA Development Control Group if the proposed development does not qualify with the conditions in para 3.1.20 and 3.1.21. More information on the Plan Submission procedure to URA and the Plan Lodgment criteria can be found in URA's Development Control Handbook for guidelines on agriculture developments.

3.1.23 Submissions to URA Development Control Group (under the Plan Lodgment Scheme or via a Development Application) for proposals involving new building projects with GFA of more than 5,000 sqm are to be submitted in BIM format for approval. This is in alignment with BCA's submission requirements for Building Plan approvals.

Deviations from Planning Requirements

3.1.24 The requirements set out in **Part 2** relating to location, height, size, area or extent of uses, etc. are specified with a view to achieving the relevant planning objectives as outlined or indicated in the provisions in **Part 3**. The Successful Tenderer may submit for the Authority's consideration alternative proposals to any such requirements. Where the Authority is satisfied that the alternative proposal will also serve to achieve the planning objectives relevant to the requirement, the Successful Tenderer may be allowed to adopt such alternative proposals instead; in which event, the relevant provisions in **Part 3** shall be deemed to be complied with. The Authority however reserves the absolute discretion to decide whether or not to allow any alternative proposals to be adopted.

3.2 Particular Guidelines

3.2.1 Height Controls

3.2.1.1 The Successful Tenderer shall refer to paragraph 6 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees” for requirements on height control of LCK 220 / LCK 221.

3.2.1.2 In addition to paragraph 6 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees”, the Successful Tenderer shall comply with the Competent Authority's Height Control Plan and ensure that all buildings (inclusive of all structures and fixtures above the roof-top such as TV antennas, water tanks, lift motor rooms, cranes, maintenance equipment and lightning conductors), within LCK 220 / LCK 221 do not exceed 30m SHD at all times.

3.2.2 Vehicular Ingress/Egress

3.2.2.1 The Successful Tenderer shall refer to paragraph 8 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees” for requirements on access points into LCK 220 / LCK 221.

3.2.2.2 Vehicular access to LCK 220 / LCK 221 shall be taken from the location shown indicatively on the Control Plan.

3.2.3 Stay-in Facilities within Farm Plot

3.2.3.1 LCK 220 / LCK 221 is located in close proximity to the Tengah Airbase and hence is subjected to high ambient noise level attributed to the aircraft operations. Stay-in facilities can be allowed on site LCK 220 / LCK 221 up to 31 Dec 2031 and will be reviewed thereafter, subjected to prior approvals from SFA and other relevant agencies and lifting of title restrictions.

3.2.3.2 In the event that the stay in facilities are no longer allowed by Technical Authorities after 31 Dec 2031, the Successful Tenderer shall remove/repurpose the built facilities and make alternate housing arrangements.

3.2.4 Protection of Existing Slopes/Embankments

3.2.4.1 There are existing slopes/embankments along and within the boundaries of LCK 220 / LCK 221. The Successful Tenderer shall comply with all requirements from the relevant authorities, if the development works affect any slopes/embankments.

3.2.4.2 Upon being granted possession of LCK 220 / LCK 221, the Successful Tenderer shall take all necessary measures to ensure the stability of existing slopes/embankments.

3.2.4.3 The Successful Tenderer shall indemnify SFA and the Government against all claims and/or damages which may arise either directly or indirectly from any instability rendered to the existing slopes/embankments by any cause whatsoever or by any works.

3.2.5 Water storage and irrigation ponds

3.2.5.1 The extraction of groundwater is not allowed by PUB. This includes the digging of deep earthen ponds and allowing natural infiltration of groundwater. Ponds lined with impermeable materials such as rubber pond-liner or concrete are allowed. Linings will improve the impoundment of water and facilitate farms in the maintenance of ponds.

3.2.5.2 The Successful Tenderer shall ensure that water stored for farming use is not in contact with soil. The Successful Tenderer shall adopt the following measures in their farm design and operation:

a) Underground water storage and ponds

The Successful Tenderer shall ensure that all ponds are lined properly to prevent leakages. The Successful Tenderer shall ensure that all ponds have perimeter bunds to prevent any surface runoff from entering the ponds. The Successful Tenderer shall engage a QP to design the ponds and ensure that linings and bunds are properly implemented.

a) Aboveground water storage and ponds

The Successful Tenderer shall ensure that all above ground ponds comply with the structural requirements of the relevant authorities.

3.2.6 Requirements for development within Water Catchment Areas'

3.2.5.1 As LCK 220 / LCK 221 is located within the Kranji Water Catchment, the Successful Tenderer is to ensure that its development proposal abides by NEA's, National Parks Board's ("NParks") and PUB's pollution control, trade effluent and water quality guidelines in paragraphs 3, 9 and 10 of "Conditions and Requirements of Relevant Authorities / Public Utilities Licensees".

Part 3 – ST 28G / ST 28H / ST 28I

3.0 DEVELOPMENT GUIDELINES

3.1 General Guidelines

Development Control

3.1.1 The Successful Tenderer shall comply with the URA Development Control (DC) guidelines issued or may be issued by the Competent Authority under the Planning Act 1998, unless otherwise stated in these Technical Conditions. For more information on URA's Development Control Handbook for guidelines on agriculture developments, please refer to: www.ura.gov.sg/Corporate/Guidelines/Development-Control/Non-Residential/Agriculture.

3.1.2 The Successful Tenderer shall ensure that its development and activities on ST 28G / ST 28H / ST 28I will not cause any undue nuisance to the surrounding/adjacent developments in terms of noise, glare, smell and any other form of pollution.

Vehicle Parking

3.1.3 Submission to LTA (Vehicle Parking) is exempted for development of land for the purpose of farming. However, the proposed development on ST 28G / ST 28H / ST 28I is encouraged to be designed to comply with the full physical parking requirements under the prevailing Parking Places (Provision of Parking Places and Parking Spaces) Rules 2018 or any statutory modification and re-enactment thereto.

3.1.4 The design of the parking place (including the loading/unloading area) shall allow for adequate vehicle queuing length within the development for vehicles entering it to prevent causing congestion along the main road.

Green Buffer and Peripheral Planting Verge

3.1.5 Unless otherwise indicated, the Successful Tenderer shall provide a 3m green buffer along the boundary facing road and a 2m peripheral planting verge along the boundary adjoining non-Agriculture plots, drainage reserve or backlanes. No planting verge is required at frontage with adjoining agriculture development.

Building Setback Guidelines

3.1.6 All buildings and structures shall be set back at least 5m away from the lot boundary fronting a road. Only minor structures such as bin centre, electricity

switch room and guard post etc. approved by the Competent Authority can be sited within the building setback.

- 3.1.7 All buildings and structures shall be set back at least 4.5m away from lot boundaries of non-Agriculture plots, drainage reserve, or backlanes, as measured from the eaves of structures.
- 3.1.8 All buildings and structures adjoining agriculture development shall be set back at least 2m with no planting strip from the lot boundary measured from the eaves of structures.

Platform Level, Slopes and Earth Retaining Structures

- 3.1.9 The indicative levels of ST 28G / ST 28H / ST 28I and their surroundings are shown in the Planimetric Survey Plan for informational purposes only.
- 3.1.10 The Successful Tenderer shall ensure that all the proposed slopes and earth retaining structures where required shall be designed to comply with the requirements of the relevant authorities. All slopes and earth retaining structures shall be kept within the boundaries of ST 28G / ST 28H / ST 28I.
- 3.1.11 The Successful Tenderer shall submit the details and design calculations prepared by a Qualified Person (“QP”) for structural works appointed under the Building Control Act 1989 for any proposed slopes or earth retaining structures to the SFA, the Competent Authority or any other relevant authorities for approval before commencement of work.

Earthworks

- 3.1.12 All earthworks proposals and plans showing the extent of works shall be submitted to the relevant Authorities. Earth-fill works on the land that will not cause the level of any point in the land to be more than 1.5 metres above the lower of the following:
 - (i) the level of that point in the land at the time when the land was leased or agreed to be leased by the State or statutory body; or
 - (ii) the level of any point at the common boundary shared with adjacent land / road

can be lodged to the Competent Authority via the Plan Lodgment scheme. Otherwise, a formal Development Application will have to be submitted.
- 3.1.13 Upon approval of the earthworks, the Successful Tenderer shall appoint a QP to supervise the earthworks to be carried out within ST 28G / ST 28H / ST 28I. The QP shall inform the SFA, Singapore Land Authority (“SLA”), Public Utilities Board (“PUB”) and National Environment Agency (“NEA”) the source, volume and type of earth-fill to be imported and where the cut materials from the land will be deposited. All proposed earth-fill materials shall comply with regulatory requirements.

3.1.14 Upon completion of the earthworks, the Successful Tenderer shall submit a copy of the topographical survey plan to SLA.

Access into State Land

3.1.15 For the purpose of entering the State land before Possession is delivered to the Successful Tenderer to do any works for the purpose of or in relation to the proposed development as may be required under these Technical Conditions of Tender or the Conditions of Tender, the Successful Tenderer shall obtain a Temporary Occupation Licence ("TOL") from the Authority for the use of the State land. The TOL may be granted on such terms and conditions and subject to the payment of such charges and fees as the Authority may determine.

Building and Structures

3.1.16 All other structures proposed would be considered on its own merits and the usage must be related to the approved farming activities for the site.

3.1.17 The farm's operations and activities should be sensitive to the existing uses and activities of their surrounding neighbours and shall put in place measures to mitigate any potential nuisance caused where necessary.

Plan Submission

3.1.18 The Successful Tenderer shall engage a professional registered engineer / registered architect as QP to seek clearances from relevant authorities (including the SFA) and make a submission of the development and building plans to Building and Construction Authority through the CORENET E-Submission System.

3.1.19 The Successful Tenderer shall submit the proposed Layout Plan/Development Plan/Building Plan for ST 28G / ST 28H / ST 28I to the SFA for endorsement before submission to the Competent Authority. The Successful Tenderer shall submit 2 extra set of plans to the SFA. SFA reserves the right to require the Successful Tenderer to amend and modify the above mentioned plans submitted by the Successful Tenderer.

3.1.20 The Successful Tenderer will not need to submit plans to the URA as Competent Authority if the proposed development:

- a) does not exceed 1-storey or 12m, whichever is lower;
- b) involves agriculture use only, with no commercial uses; and
- c) involves the digging of ponds and wells for agriculture use only.

In such case, the Successful Tenderer shall still submit the proposed Layout Plan/Development Plan/Building Plan for the Land Parcel(s) to NParks for endorsement.

3.1.21 The Successful Tenderer shall engage a professional engineer/registered architect as QP to make a Plan Lodgment to URA Development Control Group if the proposed development:

- a) is more than 1-storey or exceeds 12m in building height, whichever is lower;
- b) may include ancillary uses including commercial uses such as shop, restaurant, showroom use that do not exceed 200sqm and any visitor centre use do not exceed 200sqm; and
- c) complies with the Plan Lodgment criteria found in URA's circular [URA/PB/2019/17-DCG](#) issued 20 September 2019.

3.1.22 The Successful Tenderer shall be required to engage a professional engineer/registered architect as QP to make a Development Application to URA Development Control Group if the proposed development does not qualify with the conditions in para 3.1.20 and 3.1.21. More information on the Plan Submission procedure to URA and the Plan Lodgment criteria can be found in URA's Development Control Handbook for guidelines on agriculture developments.

3.1.23 Submissions to URA Development Control Group (under the Plan Lodgment Scheme or via a Development Application) for proposals involving new building projects with GFA of more than 5,000 sqm are to be submitted in BIM format for approval. This is in alignment with BCA's submission requirements for Building Plan approvals.

Deviations from Planning Requirements

3.1.24 The requirements set out in **Part 2** relating to location, height, size, area or extent of uses, etc. are specified with a view to achieving the relevant planning objectives as outlined or indicated in the provisions in **Part 3**. The Successful Tenderer may submit for the Authority's consideration alternative proposals to any such requirements. Where the Authority is satisfied that the alternative proposal will also serve to achieve the planning objectives relevant to the requirement, the Successful Tenderer may be allowed to adopt such alternative proposals instead; in which event, the relevant provisions in **Part 3** shall be deemed to be complied with. The Authority however reserves the absolute discretion to decide whether or not to allow any alternative proposals to be adopted.

3.2 Particular Guidelines

3.2.1 Height Controls

3.2.1.1 The Successful Tenderer shall refer to **paragraph 6 of "Conditions and Requirements of Relevant Authorities / Public Utilities**

Licensees” for requirements on height control of ST 28G / ST 28H / ST 28I.

3.2.1.2 With reference to **paragraph 6 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees”**, the Successful Tenderer shall comply with the Competent Authority’s Height Control Plan and ensure that all buildings (inclusive of all structures and fixtures above the roof-top such as TV antennas, water tanks, lift motor rooms, cranes, maintenance equipment and lightning conductors), within ST 28G / ST 28H / ST 28I do not exceed 60m SHD at all times.

3.2.2 Glazing/Visual Controls

3.2.2.1 ST 28G / ST 28H / ST 28I is located within Glazing Control Zone "A". All buildings/structures (in their entirety) within this Control Zone are subject to glazing control requirements if their height is more than 12m Above Ground Level. Successful Tenderer can obtain a copy of the glazing control guidelines from BCA.

3.2.2.2 There is a need for visual controls at ST 28G / ST 28H / ST 28I to shield the facilities at Tengah Air Base from external view. This can only be determined when design details such as number of storeys of the proposed development, location of openings (e.g. windows) etc. are made known to DSTA. The Successful Tenderer is advised to liaise with DSTA early on the requirements for these visual controls and submit the proposal to DSTA for MINDEF's comments and clearance at the detailed design stage.

3.2.3 Vehicular Ingress/Egress

3.2.3.1 The Successful Tenderer shall refer to **paragraph 8 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees”** for requirements on access points into ST 28G / ST 28H / ST 28I.

3.2.3.2 Vehicular access to ST 28G / ST 28H / ST 28I shall be taken from the location shown indicatively on the Control Plan.

3.2.4 Subterranean Lots, Pipe Culvert and Sumps at ST 28G / ST 28H / ST 28I

3.2.4.1 There is an existing 15-m wide pipe culverts located at the subterranean lots adjoining ST 28G / ST 28H / ST 28I as shown indicatively in the Control Plan, the subterranean lots shall be alienated to the Successful Tenderer for the period of the lease. The pipe culvert and the sumps within the subterranean lots shall be owned and maintained by the Successful Tenderer during the lease period.

3.2.4.2 The Successful Tenderer is to carry out day to day maintenance (including but not limited to clearing of debris and dirt collected at the culverts) to ensure there is no choke to the drainage system and the culverts.

3.2.5 Surface Runoff from ST 28G / ST 28H / ST 28I

3.2.5.1 With reference to paragraph 10 of “Conditions and Requirements of Relevant Authorities / Public Utilities Licensees”, Surface runoff from ST 28G / ST 28H / ST 28I shall direct discharge into the Kranji Reservoir through the pipe culverts as built by SFA.

3.2.6 Protection of Existing Slopes/Embankments

3.2.6.1 There are existing slopes/embankments along and within the boundaries of ST 28G / ST 28H / ST 28I. The Successful Tenderer shall comply with all requirements from the relevant authorities, if the development works affect any slopes/embankments.

3.2.6.2 Upon being granted possession of ST 28G / ST 28H / ST 28I, the Successful Tenderer shall take all necessary measures to ensure the stability of existing slopes/embankments.

3.2.6.3 The Successful Tenderer shall indemnify SFA and the Government against all claims and/or damages which may arise either directly or indirectly from any instability rendered to the existing slopes/embankments by any cause whatsoever or by any works.

3.2.7 Water storage and irrigation ponds

3.2.7.1 The extraction of groundwater is not allowed by PUB. This includes the digging of deep earthen ponds and allowing natural infiltration of groundwater. Ponds lined with impermeable materials such as rubber pond-liner or concrete are allowed. Linings will improve the impoundment of water and facilitate farms in the maintenance of ponds.

3.2.7.2 The Successful Tenderer shall ensure that water stored for farming use is not in contact with soil. The Successful Tenderer shall adopt the following measures in their farm design and operation:

a) Underground water storage and ponds

The Successful Tenderer shall ensure that all ponds are lined properly to prevent leakages. The Successful Tenderer shall ensure that all ponds have perimeter bunds to prevent any surface runoff from entering the ponds. The Successful Tenderer shall

engage a QP to design the ponds and ensure that linings and bunds are properly implemented.

b) Aboveground water storage and ponds

The Successful Tenderer shall ensure that all above ground ponds comply with the structural requirements of the relevant authorities.

3.2.8 Requirements for development within Water Catchment Areas'

3.2.8.1 As ST 28G / ST 28H / ST 28I is located within the Kranji Water Catchment, the Successful Tenderer is to ensure that its development proposal abides by NEA's, National Parks Board's ("NParks") and PUB's pollution control, trade effluent and water quality guidelines in paragraphs 3, 9 and 10 of "Conditions and Requirements of Relevant Authorities / Public Utilities Licensees".

Part 4

4.0 OTHER REQUIREMENTS

- 4.1 Plans are required to be submitted to SFA first for Landowner's Consent via CORENET before to be sent to other agencies for approval.
- 4.2 The Successful Tenderer (ST) shall be required to obtain relevant agency clearances, including TOP/CSC for the whole of the Development and a farm licence (<https://www.sfa.gov.sg/food-farming/food-farms/starting-a-farm>) to keep and maintain a farm in accordance with Control of Plants Act (where applicable) prior to the start of any commercial farming activity.
- 4.3 The Successful Tenderer shall comply with all the requirements of the farm licence.
- 4.4 The Successful Tenderer shall observe the the Technical Parameters, Potential Production Output and Aquaponic System requirements (if applicable) listed in the Detailed Guidelines at **Appendix A**.
- 4.5 The ST shall be required to obtain at its own expense a licence (<https://www.sfa.gov.sg/food-manufacturers/setting-up-food-establishments>) from SFA for further processing activities such as processing of salad and comply with Sale of Food Act 1973 and the licensing conditions, before such activities are carried out.
- 4.6 The Successful Tenderer is required to consult and comply with all the technical conditions imposed by the relevant authorities such as the Singapore Food Agency, National Environment Agency, Public Utilities Board, PowerGas, SP PowerGrid, Ministry of Defence, Singapore Civil Defence Force, Land Transport Authority, National Parks Board and the Urban Redevelopment Authority etc. at the farm development plan, the detailed development control and building plan stages.

PART V

5.0 TENDER EVALUATION (FIXED PRICE REVENUE TENDER SYSTEM)

- 5.1 A Tender Evaluation Committee ("TEC") will evaluate the Tender Proposal submitted in the Tender Proposal Form based on the evaluation criteria listed in Table 1. The three main criteria of "Track Record", "Production Capability", and "Business Sustainability" carry different weightages. In evaluating the Tender Proposals, the TEC will assess the proposal against the criteria and weightage as shown in Table 1.

Table 1 – Tender Evaluation Criteria

EVALUATION CRITERIA			REQUIREMENTS AND SCORING METHOD
			IMPORTANT INFORMATION: The TEC shall have the discretion not to award points for any component if the information provided is assessed to be inadequate or unacceptable.
1	TRACK RECORD – WEIGHTAGE AT 20% Ability based on past performance to deliver projected production levels and team's ability to manage farm and deliver projected production levels	Production Track Record – 10%	(a) Based on average of 2020-2022 production figures. (b) If there is no figure for any of the years or not complete year of figures, will be based on average of the remaining years. (c) If 2020-2022 figures are all not available, to provide up to three years of latest production info if available.
		Relevant Experience / Qualifications – 10%	<u>Relevant experience in commercial farming and relevant qualifications of the shareholder(s) or key management staff (i.e. CEO, COO, Chief Tech Officer) or key Technical Staff managing the day to day operations of the farm</u> <u>Relevant qualifications by the shareholder(s) or key management staff or key technical staff</u> <ul style="list-style-type: none"> • Relevant agri-related diplomas/degrees/masters/PhD including in Horticulture, Plant Science, Agronomy or any other science related • Relevant non-agri diplomas/degrees/masters/PhD that can value add farming operation such as Engineering, Computer Science etc. <u>Good Agriculture Practice certification/ award by the shareholder(s) or key management staff or key technical staff</u>

			Examples like SS 670: 2021/ SG GAP, Global G.A.P.
2	PRODUCTION CAPABILITY – WEIGHTAGE AT 60% Efforts to achieve high production levels given land, manpower and other constraints	Potential Production Output – 30%	<p>Please note that for the purpose of PPO, only Fruited Vegetable, Mushroom and Leafy Vegetables will be considered.</p> <p>Please note the below are required to be submitted in the Tender Proposal Form:</p> <ol style="list-style-type: none"> 1. Operational Plans: <ul style="list-style-type: none"> ○ Farm production schedule for at least one production cycle from seeding to harvesting and the overall plan that leads to achieving the proposed production target. ○ Water and energy consumption plans to show the sources of utilities etc. ○ Farm equipment maintenance program which includes all M&E equipment, pumps, generators, and automated/control systems. To include source and frequency of maintenance services. ○ Pest management which included pest monitoring schedule and control measures such as pesticides use ○ Farm inputs supply plans that provides the details (including source) of key agri-inputs like fertilisers and seeds/spores in ensuring resource supply resiliency. ○ Waste management plan which includes all waste produced from production and staff activities (e.g. trade/farm effluent and human sewage) 2. Business Plan <ul style="list-style-type: none"> ○ Business plan that includes business analysis, strategy, financial projection and offtake plan detailing how would the products be sold in the targeted sale channels ○ Marketing plan showing the advertisement strategies

			<p>that will be implemented to sell off the products for both local and export markets.</p> <p>3. Site Plan Preparation</p> <ul style="list-style-type: none"> ○ Plan view of farm layout, label and indicate area for all activities with projected space utilisation, including workers' quarters if needed, including buffer and setbacks ○ Access roads (including for fire safety purpose) ○ Water detention tanks/ponds <p>Note: Tenderer is required to submit supporting documents to substantiate the production level. If the TEC cannot assess the viability of the proposed farm because the required information above was not submitted OR the TEC assesses that the proposed farm is not viable, the TEC shall have the discretion to discount or disregard the tenderer's Potential Production Output.</p>
		Worker Productivity – 10%	Worker productivity refers to the PPO per farming staff.
		Innovation (such as resource and energy efficiency) – 20%	<ul style="list-style-type: none"> • Resource efficiency <ul style="list-style-type: none"> ○ Energy efficiency of 30kWh/kg for controlled environment (with artificial lighting and/or air conditioning) or 10kWh/kg for other farm types ○ Water efficiency of 35L/kg for hydroponics or substrate culture of 150L/kg for soil-base culture ○ Fertilizer efficiency of 20g/kg for hydroponics or substrate culture of 30g/kg for soil-base culture ○ Closed loop farming system with maximum monthly farm waste disposal of 10%. <p>(Note: Farm waste refers to spent substrates, post harvest waste, spent nutrient solution, etc)</p> <ul style="list-style-type: none"> • Renewable resources <ul style="list-style-type: none"> ○ At least 1 renewable energy technology for on-farm energy production such as solar panels, or bioenergy systems ○ At least 1 water saving technology to supplement water usage such as rainwater harvesting

			<ul style="list-style-type: none"> • Innovative waste management <ul style="list-style-type: none"> ○ Technologies for reduction, reuse, and/or recycling of farm wastes into farm inputs such fertilizer, compost ○ Technologies for upcycling of farm waste into value added products • Innovative pest/disease management <ul style="list-style-type: none"> ○ A range of integrated pest management (IPM) control strategies <p>(Note: Integrated pest and disease management is an approach to pest control in agriculture which uses a mix of control strategies, such as monitoring, prevention, cultural, biological, mechanical, and chemical controls, to manage pests and diseases effectively while minimizing risks to human health and the environment.)</p> <ul style="list-style-type: none"> ○ At least 1 digital tool (such as sensors or imaging cameras) for plant health and/or pest and disease monitoring • Automation (reduce reliance on labour, sensors for remote monitoring) <ul style="list-style-type: none"> ○ Automation for a range of farm processes <p>(Note: examples of farming processes are (but not limited to) seed sowing, seedling transplanting, fertigation, irrigation, harvesting and post harvest process such as packaging)</p> <ul style="list-style-type: none"> ○ Central smart control system with monitoring and control of environmental parameters through use of sensors, actuators (e.g. soil moisture, temperature, humidity, and crop growth) ○ Central smart control system with data analytics and farm management software to provide insights into crop performance, resource utilization, and financial aspects of farming operations
3	BUSINESS SUSTAINABILITY – WEIGHTAGE AT 20% Innovativeness and sustainability	Business Plan & Construction Cost – 10%	<u>Construction cost</u> (encouraged to submit supporting documents like quotations, which will form part of assessment) <ul style="list-style-type: none"> • Reasonable Builder Cost (Shell & Core) • Reasonable Equipment cost

	of farming business	Proof of Funds – 10%	<ul style="list-style-type: none"> • Reasonable Design Fee (incl. QP, M&E, C&S) • Reasonable Plan submission Fees <p><u>Business Plan</u></p> <ul style="list-style-type: none"> • Realistic Gantt chart showing realistic time required to obtain agencies' clearance, complete construction, set up the farm, start and ramp up production output to steady state, considering business continuity/contingencies. • Reasonable marketing plan • Established sales channels within Singapore and overseas. <p><u>Financial standing and Proof of funds</u></p> <ul style="list-style-type: none"> • Tenderer is to submit DP Credit Rating Report (based on latest financial statements, i.e. 2022) as part of evaluation. • Proof of funding is to be shown via examples like funds in account, in-principal bank loan or strong net assets as shown in audited financial statements.
--	---------------------	----------------------	--

- 5.2 The Tender Proposal submitted in the Tender Proposal Form shall demonstrate how the proposed development on the Land Parcel will address the evaluation criteria listed in Table 1 as well as the planning guidelines specified in Parts II, III and VI. Failure to provide the Potential Production Output for the Land Parcel will result in the disqualification of tender.

Interview for clarification of Tender Proposal

- 5.3 After the closure of the tender, Tenderers may be required to attend interviews for clarifications on their Tender Proposal. Interviews session(s) will be held in Singapore or virtually and the details on the date and other arrangements pertaining to the interview session(s) will be made known to the Tenderers at a later stage. All expenses related to the interview session(s) incurred by the Tenderers shall be borne by the Tenderers.