

IMPORTANT NOTICE

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MML	Form 69	Ver 2
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THE LAND TITLES ACT

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(For Official use only)

MEMORANDUM OF LEASE**(A) LESSOR**

ID / Co Regn No.:	-
Name	HOUSING AND DEVELOPMENT BOARD ("the Board")
Place of Incorporation	Singapore
Address (within Singapore for service of notice)	HDB Hub, 480 Lorong 6 Toa Payoh Singapore 310480

(B) AUTHORISED OFFICER OF LESSOR

NRIC No.	
Name	

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

EASEMENTS RIGHTS AND PRIVILEGES

1. The full right and liberty for the Lessee and the persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the main entrance of the Building and the common properties landings and staircases thereof and to use the passenger lifts therein provided nevertheless that the Lessee shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise.
2. The free and uninterrupted passage and running of water gas and electricity from and to the Flat through the sewers drains channels water-courses cables pipes and wires and the full right to use the chutes which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof.
3. The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building.

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2

EXCEPTIONS AND RESERVATIONS

BUT RESERVING unto the Board and all others to whom the Board has granted or may grant:

4. The easements rights and privileges over and along and through the Flat equivalent to those hereinbefore specified.
5. The right of support and protection for the benefit of the other flats and all other parts of the Building as is now enjoyed from the Flat.
6. The right at any time hereafter to rebuild alter or use any of the adjoining or neighbouring buildings according to such plans (whether as to height extent or otherwise) and in such manner as shall be approved by the Board or superior lessor notwithstanding that the access to light or air or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Lessee might otherwise be entitled to object to such rebuilding alteration or user.

SPECIAL COVENANTS AND CONDITIONS

1. The Lessee hereby covenants with and undertakes to the Board:
 - (a) to pay the yearly rent at the office of the Board during the term granted by and at the times and in the manner stated in the Lease without any deduction whatsoever;
 - (b) to be and to cause the authorised occupiers to be in actual exclusive and continuous occupation of the Flat;
 - (c) to pay all rates taxes assessments charges outgoings and impositions (hereinafter called "Taxes" which expression shall where the context admits include any one or more of them) which may at any time during the term hereby granted become payable in respect of the Flat or be assessed charged or imposed upon the Flat or the Lessee or occupier in respect thereof and in the event of any Taxes being assessed charged or imposed in respect of the Building to pay the proper proportion of such Taxes attributable to the Flat;
 - (d) subject to the provisions of the Town Councils Act 1988 and any amendments thereto, to pay the Service Charge and all other charges which may at any time during the term hereby granted be charged or imposed upon the Flat or the Lessee or any occupier thereof by the Board or by a Management Corporation incorporated under the Act (hereinafter called "the Management Corporation") as the case may be and in the event of any Service Charge being charged or imposed in respect of the Building to pay to the Board or the Management Corporation as the case may be the proper proportion of the Service Charge attributable to the Flat;
 - (e) to pay for all gas electrical current and water consumed on or in the Flat;
 - (f) to keep the Flat doors windows including, where there is any, the bay windows, air-conditioner ledge, planter boxes, service yard, balcony (including private balcony), extended bay and open terrace and all the interior of the Flat including the walls ceiling and floor and all fixtures and fittings therein or appurtenant thereto and the pipes and sanitary and electrical apparatus whether in the floor ceiling walls or any part thereof clean and in good

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3

and tenantable repair and condition and keep all pipes and drains in the Flat free from obstruction;

- (g) to keep in good repair and condition all party walls floors and ceilings separating the Flat from other flats in the Building jointly with the lessees thereof;
 - (h) to permit the Board and its servants and agents and all persons authorised by it or them respectively at any time to enter upon the Flat with or without any necessary tools and appliances to view and examine the condition and state of repair of the Flat and the Building and all pipes drains cables and wires therein and to execute and do any repairs or work therein which it or they may think fit or to execute and do any repairs or works to or in connection with the Building or the Flat or any other flat in the Building;
 - (i) to permit the Board and its servants and agents and all persons authorised by it or them respectively at any time to enter upon the Flat to verify the observance and performance of all the covenants conditions agreements and stipulations contained herein and if the Board thinks fit to do so, to rectify or remedy any breach by the Lessee or any other person of any such covenants conditions agreements and stipulations;
 - (j) to comply with and be subject to the restrictions special provisions and conditions of the Act or any re-enactment thereof and any rules or regulations made thereunder from time to time;
 - (k) to observe and perform all the terms and conditions and restrictions of any Scheme under which the Flat was sold or allowed to be assigned to the Lessee; and
 - (l) to cause all authorised occupiers to observe and perform all the covenants conditions and restrictions contained herein and on the part of the Lessee to be observed.
2. (1) The Lessee further covenants with and undertakes to the Board that he shall not:
- (a) do any act in the Flat or common areas of the Building or use or permit or suffer the Flat or common area of the Building or any part thereof to be used for any purpose which may be illegal or immoral or which may cause a nuisance annoyance or disturbance to the owners lessees or occupiers of the other flats comprised in the Building or in the neighbourhood;
 - (b) erect permit or suffer to be carried out any construction of grille doors partitions or structures of any kind at or so as to affect the common stairways passages or corridors of the Building;
 - (c) construct, install, permit or suffer to be constructed or installed any grille, window, wall or structure of any kind which will enclose fully or otherwise, where there is any, the bay windows, air-conditioner ledge, planter boxes, service yard, balcony (including private balcony), extended bay and open terrace provided that consent to construct or install external grilles at, where there is any, the service yard, balcony (including private balcony) and open terrace may be given on such conditions as the Board may impose including imposition of a fee and/or the requirement that a certain approved grille design can be used only;
 - (d) use or permit or suffer to be used, where there is any, the bay windows, air-conditioner ledge, planter boxes, service yard, balcony (including private balcony), extended bay and open terrace for any purpose whatsoever other than for which they have been constructed;

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4

- (e) place or permit or suffer to be placed any things or objects in or about the Flat or the common areas or the Building nor any part thereof so as to create in the opinion of the Board an obstruction or a danger or trap to the officers servants and agents of the Board or to the lessees and occupiers of or visitors and other invitees to the flats in the Building;
- (f) do or permit or suffer to be done anything whereby any insurance taken out on the Building or on the Flat against loss or damage by fire or other risk may become void or voidable or the premium for such insurance may be increased or become liable to be increased;
- (g) carry on or permit or suffer to be carried on upon any part of the Flat any trade business or manufacture of any kind;
- (h) put place or hang or permit or suffer to be put placed or hung any name writing drawing signboard plate placard banner lantern or urn of any kind on or in any window on the exterior of the Flat or on or in the balcony (including private balcony) or elsewhere so as to be visible from outside the Flat;
- (i) store or bring into or permit or suffer to be stored or brought into the Flat any articles of a combustible inflammable or dangerous nature;
- (j) use or permit to be used in the Flat as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells which may become a nuisance or cause annoyance to other lessees or occupiers in the Building;
- (k) throw or permit to be thrown dirt rubbish rags tins refuse or any other objects into sinks lavatories cisterns or waste or soil pipes or through windows or onto the common corridors or staircases or lifts or lift landing or other areas of the Building except into the refuse chutes in the Building;
- (l) throw or permit to be thrown into any refuse chute in the Building any object which will or is likely to choke clog or obstruct the free passage of such refuse chute or cause a nuisance annoyance or inconvenience to the Board or other lessees or occupiers in the Building; and
- (m) install any aerial television antenna or any other installation on the rooftop or on any part of the Flat (including the balcony (including private balcony) and verandah) or any part of the Building.

(2) The Lessee further covenants with and undertakes to the Board that he will not without the prior written consent of the Board (whose decision in this respect shall be final in each case) do any of the following things or acts:

- (a) use or permit or suffer the Flat or any part thereof to be used for any purpose whatsoever other than as a private residential flat solely and exclusively for the occupation of the Lessee and the authorised occupiers nor allow anyone other than the authorised occupiers to live in or share the Flat (whether permanently or temporarily);
- (b) make or permit or suffer to be made any alterations additions improvements or erections to or in the Flat or any part thereof be it temporary or permanent including but not limited to the re-positioning or closing up of any openings demolition of any walls re-location of any doors erection of any partitions installation of any air-conditioners or awnings on any part of the Flat (including the balcony (including private balcony) and verandah) or on any part of the

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5

Building or make or permit or suffer to be made any change whatsoever to the Flat or to the Building or any part thereof;

- (c) alter remove add to or in any way interfere or tamper with any fixtures and fittings in the Flat including but not limited to any wall or floor finishes (including any tilings) electrical wiring power and light points gas pipes and outlets and any other things prescribed by the Board from time to time or permit or suffer any of the foregoing to be done by any person;
- (d) without prejudice to any Clause herein, make or permit or suffer to be made any alterations or additions to, where there is any, the bay windows, air-conditioner ledge, planter boxes, service yard, balcony (including private balcony), extended bay and open terrace or install any roof or awnings either fixed or retractable at, where there is any, the open terrace or create any floor space within the Flat including at, where there is any, the open terrace and void area;
- (e) replace or alter the type (such as from sliding to non-sliding type and casement to non-casement type and vice versa), style, proportion, colour and colour scheme of windows, window frames, sliding door frames and glass panes of the windows including, where there is any, the bay windows, full height windows, $\frac{3}{4}$ height windows and windows at balcony (including private balcony)/parapet provided that consent to replace, where there is any, full height windows and $\frac{3}{4}$ height windows may be given on such conditions as the Board may impose including imposition of a fee and/or the requirement that a Qualified Person shall be engaged to inter alia certify that the glass panel has been designed to withstand the lateral load, as provided for under the Building Control Act;
- (f) sell transfer assign mortgage or charge the Flat or any interest therein or underlet the Flat or part with or share with any person other than the authorised occupiers the actual or legal possession or occupation of the Flat or any part thereof; and
- (g) keep or permit or suffer to be kept any animal bird fish or insect in the Flat or any part of the common areas of the Building.

3. (1) The Board shall where applicable have the right but without prejudice to its rights under Clause 7 hereof, in the event of a breach of any of the relevant terms, covenants and conditions contained in Clauses 1 and 2 hereof or breach of any terms and conditions imposed pursuant to Clause 5(1)(b) hereof whether by the Lessee or any authorised occupiers or any other occupiers of the Flat:

- (a) to enter upon the Flat with or without tools and appliances and make any repairs and rectify and make good anything done or omitted to be done by the Lessee or any authorised occupiers or any other occupiers as required under the Lease or the terms and conditions of consent; and/or
- (b) to demolish remove and confiscate any unauthorised installation objects partitions materials or structures including but not limited to grille doors gates air-conditioners fixtures fittings or tilings erected constructed or substituted by the Lessee in the Flat or at the common stairways passages or corridors and if the Board deems fit, to reinstate the Board's fixtures or fittings with such materials as the Board elect; and/or
- (c) to demolish remove and confiscate such installation objects partitions materials or structures including but not limited to grille doors gates air-conditioners fixtures fittings or tilings erected installed constructed or substituted by the Lessee pursuant to the

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6

Board's consent under Clause 5(1)(b) and if the Board deems fit, to reinstate the Board's fixtures or fittings with such materials as the Board elects;

should the Lessee fail to perform such works and within the time as may be stipulated by the Board in a written notice.

(2) For the purpose of enabling the Board to exercise the abovementioned rights the Lessee shall grant the Board its servants and agents the right of entry at any time.

(3) The Lessee hereby covenants to pay to the Board the cost of all such works repairs rectification demolition and removal and the cost of all materials used by the Board together with an administrative charge (which shall be no less than the equivalent of 10% of the said costs) and any other charge prescribed by the Board from time to time in respect of such kinds of breaches and the same shall be recoverable forthwith from the Lessee as a debt.

(4) The Lessee hereby acknowledges and covenants that the Board shall not be liable in any manner whatsoever to the Lessee for any loss or damage caused to the Flat or any loss suffered by the Lessee by or arising out of any works done by the Board and its servants and agents pursuant to Clause 3(1) hereof and hereby agrees to indemnify and keep indemnified the Board in respect of all claims demands and actions arising out of such works.

(5) The Lessee agrees and acknowledges that in the event the Board undertakes any repair work or any remedial work whether pursuant to Clause 1(h) or 1(i) or 3(1)(a) or 3(1)(b) or 3(1)(c) hereof or otherwise and whether in respect of the Flat or the Building or any other flats in the Building, the Board shall only reinstate the Flat to the original state the Flat was in at the date the Board delivered possession thereof to the first owner of the Flat so far as possible or if it deems fit to reinstate the Flat with such materials and finishings as the Board may elect and that in the event the Board undertakes any repair work or remedial work the cost and expenses of which are to be borne by more than one person the Board's determination as to the apportionment of the costs and expenses shall be binding and conclusive on such persons and the Lessee agrees to pay his share as determined by the Board.

4. The Lessee admits and agrees that he shall be responsible for any damage or injury caused to the Building or any flat in the Building or any person in and about the Building caused by or arising out of a breach by the Lessee of any of his obligations under Clauses 1 and 2 above and the Lessee undertakes that in the event he commits a breach of any provision of Clauses 1 and 2 above he shall indemnify and keep indemnified the Board against all losses damage expenses and actions arising out of or caused by or resulting from such breach.

5. (1) Whenever in the Lease and this Memorandum of Lease it is provided that the Lessee may not do an act or thing without the prior written consent of the Board it is hereby agreed and acknowledged by the Lessee that the Board may unless otherwise stated:

- (a) in its absolute discretion refuse to grant such consent without giving any reason therefor and such refusal shall not be questioned by the Lessee; or
- (b) grant such consent subject to such terms and conditions as the Board thinks fit including the imposition of any payment of money and including in the case of the grant of

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7

consent to the Lessee under Clause 2(2)(f) hereof the payment of a fee equivalent to such percentage as the Board may stipulate from time to time of the sale consideration at which the Lessee has agreed to sell assign or transfer the Flat to any person.

(2) For the purposes of Clause 5(1) hereof Section 17 of the Conveyancing and Law of Property Act (Cap 61) shall not affect or restrict the right of the Board to impose any fine or payment for granting any such consent.

6. The Board hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any unlawful interruption or disturbance from or by the Board or any person or persons rightfully claiming under or in trust for it.

7. (1) Provided always and it is hereby agreed that if:
- (a) the yearly rent Service Charge and any other charges payable hereunder or hereby reserved or any part thereof shall be unpaid for three (3) months after becoming payable (whether the same shall have been formally demanded or not);
 - (b) any statement or representation made from time to time by the Lessee to the Board relating to his eligibility to apply for the purchase of the Flat in order to meet any such conditions as may from time to time be imposed by the Board with a view to purchasing the Flat or in connection with such purchase or relating to his eligibility to purchase the Flat under any Scheme in order to meet any such conditions as may from time to time be imposed by the Board in relation to the said Scheme or with a view to purchasing the Flat under the said Scheme shall be untrue or inaccurate at the time it was made or on the date or dates it was repeated or reconfirmed;
 - (c) any term condition restriction of any Scheme under which the Flat was sold to the Lessee and on the part of the Lessee to be observed or performed has not been observed or performed or has been breached;
 - (d) any covenant condition agreement or undertaking on the part of the Lessee to be observed or performed hereunder or under the Agreement for Lease has not been performed or observed or has been breached;
 - (e) any terms and conditions imposed by the Board pursuant to Clause 5(1)(b) has not been performed or observed or has been breached; or
 - (f) in the case of an assignee of the Flat if he fails to observe or perform any undertaking restriction or condition imposed on him as a condition to the Board granting its consent to him to purchase or otherwise to become the beneficial owner of the Flat;

it shall be lawful for the Board at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon:

- (i) the demise herein shall absolutely determine and all monies paid by the Lessee under the Agreement for Lease or hereunder shall be forfeited to the absolute use of the Board and all the fixtures and improvements installed in the Flat by the Lessee shall

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8

belong to the Board absolutely but without prejudice to any right of action or remedy of the Board in respect of any antecedent breach of any of the Lessee's covenants conditions or agreements herein contained or contained in the Agreement for Lease or otherwise; and

- (ii) the Lessee shall forthwith quit and deliver and cause all other occupiers therein to quit and deliver vacant possession of the Flat to the Board;

And Provided Further that nothing herein shall affect the power of the Board in its absolute and unfettered discretion to invoke and act under its statutory powers including the power of acquisition in respect of the Flat under and in accordance with the provisions of the Act.

(2) Without prejudice to the generality of Clause 7(1) hereof a written notice served by the Board on the Lessee in the manner hereinafter mentioned to the effect that the Board thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual entry on the part of the Board.

- (3) Section 93 of the Land Titles Act (Cap 157) shall not be applicable hereto.

8. The rights and powers of the Board under the Agreement for Lease and hereunder shall be in addition to the rights and powers of the Board under the Act.

9. In the event of a sale or surrender of the Flat by the Lessee to the Board whether pursuant to the provisions of the Lease or the Agreement for Lease or otherwise the Lessee shall prior to the completion thereof remove or cause to be removed without causing any damage to the Flat or any part of the Building any fixtures fittings or improvements thereto as may be specified by the Board to be removed and the Lessee hereby agrees to indemnify the Board in respect of any damage to the Flat or the Building caused by or arising out of such works.

10. The failure or omission of the Board to exercise any of its powers hereunder or as lessor under the general law in respect of any breach or non-observance of any covenant undertaking or condition by the Lessee or any occupier of the Flat shall not operate as a waiver of the Board's rights hereunder in respect of any continuing or subsequent breach or non-observance thereof.

11. (1) All legal costs and other incidental charges of both parties including survey fees stamp and registration fees and the cost of site plans in respect of the preparation or registration of or otherwise in connection with the Agreement for Lease the Lease and the Mortgage shall be borne by the Lessee.

(2) The Lessee shall pay all costs charges and expenses (including solicitors' fees as between solicitor and client) incurred by the Board for the purpose of or incidental to the enforcement by the Board of any rights and remedies of the Board under the Agreement for Lease and hereunder.

12. Any demand for payment or any notice to be served by the Board on the Lessee under the Lease or Agreement for Lease shall be deemed to be sufficiently served if it is sent by ordinary or

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9

registered post to the Lessee addressed to him at the Flat whether the same is received or not or if it is affixed on some conspicuous part of the Flat.

13. In this Memorandum of Lease unless the context otherwise requires:
- (a) words importing the singular number or the masculine gender include the plural number or the feminine gender as the case may be;
 - (b) the expression "persons" include corporations and vice versa;
 - (c) where the Lessee consists of two or more persons all covenants and conditions whether special or otherwise expressed to be made by or binding on the Lessee in the Lease shall be deemed to have been made by and be binding on such persons jointly and severally; and
 - (d) the words "hereof" "herein" and "hereunder" and words of similar import when used in the Memorandum of Lease shall refer to this Memorandum of Lease and the Lease which specifically incorporate this Memorandum of Lease including all documents specifically incorporated by either of the aforesaid documents as a whole.
14. In this Memorandum of Lease the following expression shall, unless the context otherwise requires have the following meaning:
- (a) "Agreement for Lease" the Agreement for Lease entered into between the Board of the one part and the Lessee of the other part relating to the sale and purchase of the Flat.
 - (b) "Act" the Housing and Development Act (Cap 129) as amended from time to time or any re-enactment thereof.
 - (c) "authorised occupiers" collectively all persons nominated by the Lessee and accepted by the Board to live in or share the occupation of the Flat with the Lessee and severally called "authorised occupier".
 - (d) "Board" the Housing and Development Board incorporated under the Act.
 - (e) "Building" the building in which the Flat is situated and of which it forms a part.
 - (f) "HDB Flat" any house flat or building or living accommodation sold or purchased subject to Part IV of the Act.
 - (g) "Lease" the Lease in which the Board has been named as lessor and incorporates by reference this Memorandum of Lease.
 - (h) "Lessee" the Lessee as defined in the Lease and includes his personal representatives and assigns or if he consists of more than one person or those persons jointly.
 - (i) "Scheme" any scheme designated from time to time by the Board as a scheme and prescribing special or particular notifications or

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10

conditions for the purchase of HDB flats.

(j) "Service Charge"

service and conservancy charges and other outgoings relating to or attributable to the Flat or the Building or where the context admits any one or more of them.

15. In its application to the Agreement for Lease the expression "Lessee" as used herein shall refer to the Purchaser in the Agreement for Lease.

(C) **DATE OF APPLICATION** : _____

(D) **EXECUTION BY AUTHORISED OFFICER**

Signature : _____

Witness : _____

(E) **LODGED BY**

Name of Lodging Party	HOUSING AND DEVELOPMENT BOARD
Postal Address	HDB Hub, 480 Lorong 6 Toa Payoh Singapore 310480