

YOUR REF :
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SINGAPORE
LAND AUTHORITY

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A Statutory Board of
the Ministry of Law

7 August 2008

To: Purchasers of Auction Packet
for Land Parcel No. 6 at Jalan Lempeng

Dear Sir/Madam

**AUCTION REFERENCE NO. SLA/CF/123.1.7
AUCTION PACKET FOR LAND PARCEL NO. 6 AT JALAN LEMPENG
CORRIGENDUM NO.1/LAND PARCEL 6/7 AUGUST 2008**

1 We refer to your purchase of the Auction Packet¹ for land parcel no. 6 at Jalan Lempeng (the "Land Parcel") issued on 26 June 2008 and the auction brief which was included in the Auction Packet.

2 We are pleased to inform you that the cadastral survey for the Land Parcel has been completed. The site area of the Land Parcel remains the same as stated in the Auction Packet. A copy of the Certified Plan 82192, which forms part of the Auction Packet, is attached as Annex A for your attention.

3 The following amendments are made to the Auction Packet:

3.1 Particulars of Sale

The Particulars of Sale is deleted and substituted with the Particulars of Sale (Revision No. 1) attached as Annex B.

3.2 Conditions of Sale

The Conditions of Sale are amended in the manner set out in Annex C.

Mission : To optimise land resources for the economic and social development of Singapore

Core values : Nation first • People Organisation • Innovation and Dynamism • Always delighting customers • Integrity and Professionalism

¹ As defined in clause 1.1 of the Conditions of Sale.



3.3 Conditions and Requirements of Relevant Authorities and Public Utility Licensees

Paragraph 5.1 of the Conditions and Requirements of Relevant Authorities and Public Utility Licensees is deleted and substituted with the following paragraph:

“5.1 If any roadside trees will be affected by the proposed development, the applicant/developer is to consult NParks in his development plan submission.”.

4 Save as expressly varied in this Corrigendum, all terms, conditions and requirements set out in the Conditions of Sale, the Technical Conditions of Sale, the Conditions and Requirements of Relevant Authorities and Public Utility Licensees, and all plans, drawings and other documents contained in the Auction Packet, shall continue to be valid and shall remain in full force and effect in all respects.

5 If you have handed the Auction Packet or a copy thereof to somebody else, whether an associate, a client, an agent or any other party (whether located in Singapore or overseas), please ensure that this letter or a copy of it is forwarded to him. The responsibility of the Government (and the Authority on its behalf) is necessarily limited to notifying purchasers of the Auction Packet from the Authority.

6 Should you have any query, please contact Ms Leong Yoke Cheng at (65) 6323 9835 or email: Leong_Yoke_Cheng@sla.gov.sg, or Mr Tay Han Woon, Alvin at (65) 6323 9910 or email: Alvin_Tay@sla.gov.sg.



FRANCOIS LUDOVIC
LEASE MANAGEMENT & SALES
for COMMISSIONER OF LANDS

**AUCTION REFERENCE NO. SLA/CF/123.1.7
 AUCTION PACKET FOR LAND PARCEL NO. 6 AT JALAN LEMPENG
 CORRIGENDUM NO.1/LAND PARCEL 6/7 AUGUST 2008**

Particulars of Sale (Revision No. 1)

SINGAPORE LAND AUTHORITY

AUCTION
(Auction reference no. SLA/CF/123.1.7)

PROPOSED RESIDENTIAL DEVELOPMENT AT JALAN LEMPENG

- A. Interested parties are invited to the public auction to be held on 21 August 2008 at M-Hotel, Shenton Room, 81 Anson Road, Singapore 079908 commencing at 2.00 pm for the development of the following parcel of land in the Republic of Singapore as indicated on the Cadastral Survey Plan annexed hereto and more particularly described in the Particulars of Sale below.

Land Parcel No.	Location of Land Parcel	Site Area (square metres) ¹	Proposed Development	Specified Minimum Deposit (exclusive of 7%GST) ²
6	Jalan Lempeng	1,315.2	2-Storey Mixed Landed	\$230,000

¹ Site Area based on certified plan

² Cashier's Order to be made payable to the "Commissioner of Lands, SLA"

- B. Interested bidders may obtain the Auction Packet for Dollars Fifty Two and Cents Fifty (\$52.50) (inclusive of goods and services tax) from the Singapore Land Authority. The Auction Packet contains the Particulars of Sale and the Conditions of Sale (with the form of Building Agreement and the form of Lease), Technical Conditions of Sale, Conditions and Requirements of Relevant Authorities and Public Utility Licensees, Enquiry Form, Location Plan, Cadastral Survey Plan, Spot Level Survey Plan, Trial Pit Test Report, the Encroachment Survey Plan for Land Parcel No. 6 and other relevant documents for the lease and development of the Land.
- C. Any queries, doubts or uncertainties about the Conditions of Sale or the Technical Conditions of Sale contained in the Auction Packet on which clarification may be required from the Singapore Land Authority are to be listed or set out clearly in the Enquiry Form supplied in the Auction Packet and such Enquiry Form must be submitted to and received by

the Singapore Land Authority not later than 11 August 2008. The Singapore Land Authority's replies to such queries, doubts and uncertainties shall be sent to the inquirers not later than 18 August 2008.

**AUCTION REFERENCE NO. SLA/CF/123.1.7
AUCTION PACKET FOR LAND PARCEL NO. 6 AT JALAN LEMPENG
CORRIGENDUM NO.1/LAND PARCEL 6/7 AUGUST 2008**

Amendments to Conditions of Sale

1. Condition 1.1 of the Conditions of Sale is amended -
 - (a) by deleting the definition of "Auction Packet" and substituting the following definition:

““Auction Packet” means the packet issued by the Authority containing the foregoing Particulars of Sale, these Conditions of Sale, (with the form of Building Agreement and the form of Lease), Technical Conditions of Sale, Conditions and Requirements of Relevant Authorities and Public Utility Licensees, Enquiry Form, Location Plan, Cadastral Survey Plan, Spot Level Survey Plan, Trial Pit Test Report, the Encroachment Survey Plan for Land Parcel No. 6, and other relevant documents for the lease and development of the Land.”; and
 - (b) by inserting, immediately after the definition of "Auction Packet", the following definition:

““Encroaching Wall" means the boundary wall or (as the case may be) that part of such wall between Land Parcel No. 6 and the adjoining property ("Adjoining Property") known as Lot 1445W MK 05 as shown on the Encroachment Survey Plan for Land Parcel No. 6, which encroaches onto Land Parcel No.6.”.
2. Condition 12 of the Conditions of Sale is amended –
 - (a) by deleting Conditions 12.1 and 12.2 and inserting the following conditions:

“12.1 The Land is to be leased subject to all easements and rights (if any) which may be subsisting thereon and all rights and restrictions as may be set out in these Conditions of Sale, and without any obligation on the part of the Authority to define the same. The Land is open to inspection and may be viewed on application.

12.2 The Encroaching Wall encroaches onto Land Parcel No. 6, as shown on the Encroachment Survey Plan for Land Parcel No.6.

12.3 During the Lease Term, the Purchaser shall allow the Encroaching Wall to remain over Land Parcel No. 6 without any fee or charge whatsoever, and permit the owner of the Adjoining Property or any person authorized by him to have reasonable access over and through

Land Parcel No. 6 for the purpose of maintaining the Encroaching Wall, until such time when the Encroaching Wall is demolished or the Adjoining Property is redeveloped, whichever is earlier.

12.4 For the avoidance of doubt, Condition 12.3 is not intended to confer any proprietary rights, easements or any other interests in or over any part of Land Parcel No. 6 whether in favour of the owner of the Adjoining Property, his successors- in- title or any other person.

12.5 Notwithstanding Condition 12.3, the Purchaser may during the Lease Term invite the owner of the Adjoining Property or any person authorized by him to remove the Encroaching Wall and reach an agreement relating thereto as may be appropriate in the circumstances.

12.6 Each bidder and the Purchaser shall be deemed to have notice of –

12.6.1 the actual state and condition of the Land including matters as regards access, ingress and egress, drainage and utility services affecting the Land;

12.6.2 the existence of any encroachment, structure or thing on, under or within the Land;

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

12.6.4 the existence of the Encroaching Wall which encroaches onto Land Parcel No. 6.”;

(b) by renumbering condition 12.3 as condition 12.7;

(c) by renumbering condition 12.4 as condition 12.8; and

(d) by renumbering condition 12.5 as condition 12.9.

3. Condition 25.1 of the Conditions of Sale is deleted and substituted with the following condition:

“25.1 If the Purchaser or the approved developer, as the case may be, is not a Singapore developer as defined in Condition 25.3, or should at any time cease to be a Singapore developer –

25.1.1 the Purchaser or the approved developer, as the case may be, shall, without prejudice to the provisions of

Condition 24 sell** each and every one of the dwelling houses comprised in the Development -

- (a) within a period of two (2) years from –
 - (i) the date of issue of Temporary Occupation Permit by the relevant authorities for such dwelling houses; or
 - (ii) the date on which the Purchaser or approved developer ceases to be a Singapore developer,whichever is the later; and
- (b) only to Singapore citizens or “approved purchasers” as defined under the Residential Property Act (Cap 274), who shall not be –
 - (i) a nominee or nominees of the Purchaser or approved developer and where the Purchaser or approved developer includes more than one party, the nominee or nominees of any such party; or
 - (ii) where the Purchaser or approved developer, as the case may be, is or includes a company, a related corporation or related corporations (as defined under the Companies Act (Cap.50)) of such company; and

25.1.2 the Purchaser or approved developer, as the case may be, shall, notwithstanding the provisions of Condition 24, not at any time sublease or let out any of the dwelling houses comprised in the Development.”.

4. Condition 25.3 of the Conditions of Sale is deleted and substituted with the following condition:

“25.3 For the purposes of this Condition 25, “Singapore developer” shall mean -

25.3.1 any person who is a citizen of Singapore;

25.3.2 a Singapore company as defined in the Residential Property Act (Cap. 274) and which holds a valid certificate issued by the Controller of Residential Property under Section 10 of the said Act;

25.3.3 a Singapore limited liability partnership as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 11 of the said Act; or

25.3.4 a Singapore society as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under Section 16 of the said Act.”.

5. The Form of Lease in Appendix F of the Conditions of Sale is amended -

(a) by deleting Clause 1(x) and substituting the following clause:

“(x) If the Lessee is not a Singapore developer as defined in sub-clause (xi) or if the Lessee should at any time cease to be a Singapore developer -

(a) without prejudice to the provisions of sub-clause (vii), to sell** each and every one of the dwelling houses comprised in the said development –

(i) within a period of two (2) years from –

(aa) the date of the issue of Temporary Occupation Permit by the relevant authorities for such dwelling houses;
or

(bb) the date on which the Lessee ceases to be a Singapore developer,

whichever is the later; and

(ii) only to Singapore citizens or “approved purchasers” as defined under the Residential Property Act (Cap. 274), who shall not be –

(aa) a nominee or nominees of the Lessee and where the Lessee includes more than one party, the nominee or nominees of any such party; or

(bb) where the Lessee is or includes a company, a related corporation or related corporations (as defined under the Companies Act (Cap. 50)) of the Lessee; and

- (b) notwithstanding the provisions of sub-clause (vii), not to sublease or let out any of the dwelling houses comprised in the said development; and
- (c) if the Lessee has subleased or let out any of the dwelling houses comprised in the said development while being a Singapore developer, to immediately upon ceasing to be a Singapore developer terminate any subsisting sublease or tenancy of such dwelling houses.”;

(b) by deleting Clause 1(xi) and substituting the following clause:

“(xi) That for the purpose of sub-clause (x) –

(a) “Singapore developer” shall mean –

- (i) any person who is a citizen of Singapore;
- (ii) a Singapore company as defined in the Residential Property Act (Cap. 274) and which holds a valid certificate issued by the Controller of Residential Property under section 10 of the said Act;
- (iii) a Singapore limited liability partnership as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 11 of the said Act; or
- (iv) a Singapore society as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 16 of the said Act; and

(b) where the Lessee includes a party who is not a Singapore developer or who at any time ceases to be a Singapore developer, the Lessee shall be

deemed to be not a Singapore developer or to have ceased to be a Singapore developer.”; and

- (c) by inserting, immediately after clause 1(xx), the following clauses:
- “(xxi) To allow the boundary wall (“Encroaching Wall”) between Land Parcel No. 6 (being part of the said Land and which is hereinafter referred to as “the said lot”) and the adjoining property known as Lot 1445W MK 05 insofar as it extends onto the said lot, to remain over the said lot for the duration of the said term without any fee or charge whatsoever, and to permit the owner of the said adjoining property or any person authorised by him to have reasonable access over and through the said lot for the purpose of maintaining the Encroaching Wall, until such time when the Encroaching Wall is demolished or the said adjoining property is redeveloped, whichever is earlier;
 - (xxii) That for the avoidance of doubt, sub-clause (xxi) of this Clause is not intended to confer any proprietary rights, easements or any other interests in or over any part of the said lot whether in favour of the owner of the said adjoining property, his successors- in- title or any other person; and
 - (xxiii) Notwithstanding Clause 1(xx), the Lessee may during the said term invite the owner of the said adjoining property or any person authorized by him to remove such parts of the Encroaching Wall which encroach onto the said lot and enter into such arrangements relating thereto as may be appropriate in the circumstances.”.