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URBAN REDEVELOPMENT AUTHORITY
PARTICULARS OF TENDER
PROPOSED RESIDENTIAL DEVELOPMENT

Site: Tenders are invited for the development of the parcel of land at New Upper Changi Road/Tanah Merah Kechil Avenue in the Republic of Singapore, containing the following area and shown on the Control Plans and described as follows:

Location	Site Area (m ²)	Allowable Development
Land Parcel at New Upper Changi Road/Tanah Merah Kechil Avenue	9,875.5	Condominium or Flats

CONDITIONS OF TENDER

Lease of Land by Tender for Development

1 Tender subject to Conditions

- 1.1 The Urban Redevelopment Authority ("the Authority"), acting as agent for and on behalf of the Government of the Republic of Singapore ("the Government"), is inviting offers by tender for the lease of the parcel of land described in the foregoing Particulars ("the said land") subject to these Conditions of Tender and the Technical Conditions of Tender referred to in Condition 4.1. In these Conditions of Tender, where the context so admits, the expression "the Authority" includes the Government.

2 Developer's Packet

- 2.1 "Developer's Packet" for the said land containing Particulars and Conditions of Tender (with form of Building Agreement at **Appendix F** and the form of Lease at **Appendix G**), Technical Conditions of Tender, Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees, Form of Tender, Submission Envelopes, Enquiry Forms, Control Plans, Survey Plan, Soil Test Report and other relevant documents may be obtained from the Authority at a cost of Dollars One Hundred and Five (\$105.00) (Inclusive of Goods and Services Tax).

3 Enquiries

- 3.1 Any queries, doubts or uncertainties about these Conditions of Tender or the Technical Conditions of Tender contained in the Developer's Packet for the said land on which the tenderer requires clarification from the Authority are to be listed or set out clearly in the Enquiry Forms supplied in the Developer's Packet and such Enquiry Forms must be submitted to and received by the Authority not later than **12 August 2008**. The Authority's replies to such queries, doubts and uncertainties shall be sent to the inquirers not later than **26 August 2008**.

4 Technical Conditions of Tender and Control Plans

- 4.1 The successful tenderer shall in addition to these Conditions of Tender comply with the Technical Conditions of Tender for the said land ("the Technical Conditions of Tender") contained in the Developer's Packet. These Conditions of Tender and the Technical Conditions of Tender are to be read together with the Control Plans ("the Control Plans") supplied in the Developer's Packet, which are intended as a guide on the requirements of the Authority for the development of the said land.

5 Building Agreement

- 5.1 The successful tenderer shall, subject to the terms of these Conditions of Tender, be required to sign a Building Agreement (“the Building Agreement”) in triplicate with the President of the Republic of Singapore (“the Lessor”) in the form and on the terms and conditions as set out in **Appendix F**.

6 Grant of 99 year Lease

- 6.1 The successful tenderer shall, subject to the terms of these Conditions of Tender and the Building Agreement, be granted a lease for the said land for a term of ninety-nine (99) years (“the Lease”) by the Lessor in the form and on the terms and conditions as set out in **Appendix G**.

7 Requirement for Development

- 7.1 The successful tenderer shall be required to develop the said land for a residential development for condominium or flats (“the Development”) in accordance with the Building Agreement, these Conditions of Tender and the Technical Conditions of Tender. The Development shall be subject to the approval of the Authority and all relevant Competent Authorities.
- 7.2 The successful tenderer shall comply with the requirements set out in the Technical Conditions of Tender and Control Plans for the said land in constructing the building or buildings for the Development. (The building or buildings to be constructed for the Development shall hereinafter be referred to as “the said buildings”).

8 Knowledge of Contents of Tender Documents

- 8.1 Each tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of the form of Building Agreement, form of Lease, these Conditions of Tender and the Technical Conditions of Tender including all additions, variations and amendments to the form of Building Agreement, form of Lease, these Conditions of Tender and the Technical Conditions of Tender and any plans, drawings, reports and other documents referred to, mentioned in, appended or annexed to these Conditions of Tender and the Technical Conditions of Tender, made by the Authority prior to the time and date for submission of tenders as mentioned below and notified to purchasers of the Developer’s Packets obtained directly from the Authority. All references herein to the form of Building Agreement, form of Lease, these Conditions of Tender and the Technical Conditions of Tender shall be deemed to mean such documents as added to, varied or amended as aforesaid.

Submission of Tender and Tender Deposit

9 Completion of Form of Tender

- 9.1 The tenderer shall fill in and sign with his name and address the Form of Tender provided in the Developer's Packet, which is in the form as set out in **Appendix A**.

10 Submission of Tender

- 10.1 The tenderer shall deposit the duly completed Form of Tender under sealed cover in the envelope provided in the Developer's Packet in the Tender Box at Room 13-2, 13th Storey of Tower, The URA Centre, 45 Maxwell Road, Singapore 069118 on **9 September 2008** ("the tender submission date") at or before 12 noon of that day. Room 13-2 will be opened by 9 a.m. on that day.
- 10.2 Any tender submitted after 12 noon on the tender submission date will not be considered.

11 Submission of Documents, where Tenderer is a Company not incorporated in Singapore

- 11.1 Where the tenderer is a company not incorporated in Singapore, the tenderer shall also submit together with the duly completed Form of Tender in accordance with Condition 10.1, copies of the following certified to be true copies by a director or secretary of the company:
- 11.1.1 certificate of incorporation or registration in its place of incorporation or origin or a document of similar effect; and
 - 11.1.2 particulars of the company 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.

12 Tender Deposit

- 12.1 Every tenderer shall pay a tender deposit of at least five per cent (5%) of the tendered sale price.

13 Time and Manner of Payment of Tender Deposit

- 13.1 The tender deposit mentioned in Condition 12 ("the Tender Deposit") shall be paid at the time of submission of tender in the manner following:
- 13.1.1 by way of one or more cashier's order(s) made payable to the "Urban Redevelopment Authority" in accordance with Condition 14.1;

- 13.1.2 by way of Bank Transfer(s) to one or more bank accounts of the Authority in accordance with Condition 15.1;
- 13.1.3 by providing (as security for the payment) one or more Bank/Insurance Guarantee(s) issued in favour of the “Urban Redevelopment Authority” in accordance with Condition 16.1 for the total sum equivalent to the Tender Deposit; or
- 13.1.4 by a combination of two or more of the abovementioned methods for the total sum equivalent to the Tender Deposit.

13.2 Payment in cash or by cheque or any other means will not be accepted.

14 Payment of Tender Deposit by Cashier’s Order

14.1 If the tenderer wishes to pay the Tender Deposit or a part thereof by way of one or more cashier’s order(s), the cashier’s order(s) shall be submitted together with the Form of Tender with the name of the tenderer clearly written on the reverse side thereof.

14.2 For the purpose of these Conditions of Tender, “cashier’s order” means a cashier’s order issued by a bank in Singapore as defined under the Banking Act (Cap. 19).

15 Payment of Tender Deposit by Bank Transfer

15.1 If the tenderer wishes to pay the Tender Deposit or a part thereof by way of Bank Transfer(s), the tenderer shall –

15.1.1 arrange with his bank(s) to transfer the Tender Deposit or a part thereof, as the case may be, in Singapore Dollars and ensure that the same is deposited into the Authority’s bank account, at or before 12 noon on the tender submission date with one or more of the following three (3) banks:

	<u>Name & Address of Bank</u>	<u>Account Name</u>	<u>Account No.</u>
(a)	DBS Bank Ltd of No. 6 Shenton Way, DBS Building, Singapore 068809	URA Sale of Sites Account	001-027082-6
(b)	United Overseas Bank Ltd of No. 80 Raffles Place, UOB Plaza 1, Singapore 048624	URA Sale of Sites Account	101-332-077-8
(c)	Oversea-Chinese Banking Corporation of No. 65 Chulia Street, OCBC Centre, Singapore 049513	URA Sale of Sites Account	501-140388-001

and

15.1.2 provide in the Form of Tender the following information of the Bank Transfer(s):

(a) amount(s) of Tender Deposit transferred into the Authority's bank account(s);

(b) date of the transfer(s); and

(c) particulars of the bank(s) and account(s) from which the Tender Deposit or a part thereof is transferred.

16 Payment of Tender Deposit by Bank/Insurance Guarantee

16.1 If the tenderer wishes to pay the Tender Deposit or a part thereof by the provision of one or more Bank/Insurance Guarantee(s), the tenderer shall submit together with the Form of Tender the Bank/Insurance Guarantees(s) which shall be in the relevant form as set out in **Appendix B**. The Bank/Insurance Guarantee(s) shall be valid for a period of six (6) weeks from the tender submission date i.e. up to and including **20 October 2008**, and shall provide that any claim thereunder may be made within thirty (30) days from the expiry date thereof.

16.2 For the purpose of these Conditions of Tender, "Bank/Insurance Guarantee" means a guarantee issued by –

16.2.1 a bank in Singapore as defined under the Banking Act (Cap. 19); or

16.2.2 a registered insurer as defined under the Insurance Act (Cap. 142) carrying on the business of general insurance in Singapore.

17 Non-payment of Tender Deposit

17.1 Subject to Condition 17.2, failure to effect payment of the Tender Deposit or any amount thereof in the manner set out in Conditions 13.1, 14.1, 15.1 and 16.1 at or before 12 noon on the tender submission date shall render the tender disqualified.

17.2 In the event that any failure to effect payment of the Tender Deposit or any amount thereof mentioned in Condition 17.1 is due to any error, omission or other irregularity in the Bank/Insurance Guarantee(s) or cashier's order(s) submitted or in the information provided in the Form of Tender for the Bank Transfer(s) effected for the purpose of the payment of the Tender Deposit or any amount thereof, the Authority may in its discretion allow the tenderer to rectify such error, omission or irregularity within such time as the Authority may specify (which in any event shall not be later than 5 p.m. of the tender

submission date). If such error, omission or irregularity is for any reason whatsoever not rectified so as to enable the payment of the Tender Deposit or any amount thereof by cashier's order(s), Bank Transfer(s) or Bank/Insurance Guarantee(s), as the case may be, to be effected within the time specified by the Authority, the tender shall be rendered disqualified.

18 Forfeiture and Return of Tender Deposit

- 18.1 If the Tender Deposit is paid by way of cashier's order or Bank Transfer –
- 18.1.1 the Tender Deposit shall be forfeited if the tenderer withdraws his tender after 12 noon on the tender submission date but shall otherwise be refunded without interest to all unsuccessful tenderers on or before the expiry of the tender validity period as defined in Condition 19.1 and thereafter such unsuccessful tenderers shall have no claim whatsoever against the Authority;
 - 18.1.2 the Tender Deposit if paid by way of cashier's order may be refunded to the unsuccessful tenderer in the following manner as the Authority may in its discretion decide:
 - (a) by returning the cashier's order to the unsuccessful tenderer;
or
 - (b) by cheque or by Bank Transfer in Singapore currency as indicated by the tenderer in the Form of Tender;
 - 18.1.3 the Tender Deposit if paid by way of Bank Transfer may be refunded to the unsuccessful tenderer by cheque or by Bank Transfer in Singapore currency as indicated by the tenderer in the Form of Tender.
- 18.2 Where the Tender Deposit is refunded by Bank Transfer, any charges or fees which may be imposed by the transferee bank shall be borne and paid by the tenderer and the Authority shall not be responsible to pay any such charges or fees. The Tender Deposit shall be deemed to have been refunded to the tenderer once the Authority's bank has effected the transfer of the amount of the Tender Deposit to the bank account specified by the tenderer in the Form of Tender.
- 18.3 If the Tender Deposit is paid by the provision of one or more Bank/Insurance Guarantee(s) and if after 12 noon on the tender submission date the tenderer withdraws his tender, then the Authority shall be entitled to invoke the terms of the Bank/Insurance Guarantee(s) and forfeit the Tender Deposit but otherwise the Bank/Insurance Guarantee(s) shall be returned to all unsuccessful tenderers on or before the expiry of the tender validity period as defined in Condition 19.1 and thereafter such unsuccessful tenderers shall have no claim whatsoever against the Authority.

- 18.4 If payment of the Tender Deposit is made by a combination of two or more of the methods mentioned in Condition 13.1 and if after 12 noon on the tender submission date the tenderer withdraws his tender, that part or parts of the Tender Deposit paid by way of cashier's order and/or Bank Transfer shall be forfeited and the Authority shall also be entitled to invoke the terms of any Bank/Insurance Guarantee(s) submitted and forfeit the remaining part of the Tender Deposit but otherwise that part or parts of the Tender Deposit paid by way of cashier's order and/or Bank Transfer shall be refunded without interest in accordance with Condition 18.1 and any Bank/Insurance Guarantee(s) for the remaining part of the Tender Deposit shall be returned to all unsuccessful tenderers on or before the expiry of the tender validity period as defined in Condition 19.1 and thereafter such unsuccessful tenderers shall have no claim against the Authority.
- 18.5 For the purpose of Condition 18, any amendment by the tenderer of his tender or any part thereof after 12 noon on the tender submission date shall unless expressly allowed by the Authority be deemed to be a withdrawal of such tender.

19 Tender Validity Period

- 19.1 The tender validity period of all tenders submitted shall be the period of 4 weeks as specified in Condition 19.2 and shall where applicable, include such further period as mentioned in Condition 19.3.
- 19.2 Except where Condition 19.3 applies, all tenders submitted shall remain valid for a period of 4 weeks from the tender submission date i.e up to and including **6 October 2008**.
- 19.3 The Authority may by notice in writing sent to each tenderer no later than five (5) days before **6 October 2008** notify him that the validity period of his tender shall be extended by such further period not exceeding two (2) weeks immediately after the said date. 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 such further period as specified in the Authority's notice in writing.

Rejection and Disqualification of Tender

20 Right To Reject Tender

- 20.1 The Authority reserves the right to reject the highest or any tender or any part thereof.

21 Disqualification of Tenders

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

- 21.1.1 persons under the age of 21 years;
- 21.1.2 persons and companies debarred by the Government from participating in tenders or auctions of the ministries and departments of the Government and statutory boards;
- 21.1.3 persons against whom a bankruptcy petition has been presented in the High Court;
- 21.1.4 persons adjudicated bankrupt;
- 21.1.5 insane persons;
- 21.1.6 companies for which a petition for winding up has been presented in the High Court or companies in liquidation;
- 21.1.7 companies placed under receivership and a receiver appointed to manage the affairs;
- 21.1.8 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.

Acceptance of Tender

22 Acceptance of Tender

- 22.1 As soon as the Authority has selected the successful tenderer, the Authority shall inform the successful tenderer of the acceptance of his tender by letter ("the Tender Acceptance Letter") sent to him by post to the address given in his tender and such letter so sent shall be deemed to have been received by the addressee in due course of post. The date of the Tender Acceptance Letter from the Authority to the successful tenderer shall be deemed to be the date of acceptance by the Authority of the tender.

23 Payment of Stamp Duty on Tender Acceptance Letter

- 23.1 The successful tenderer shall pay the proper amount of ad valorem duty chargeable on the Tender Acceptance Letter under Article 8(c) of the First Schedule of the Stamp Duties Act (Cap. 312) within 14 days of the date thereof and shall on or before the expiry of 90 days from the date of the Tender Acceptance Letter ("the 90 day period") furnish to the Authority –
 - 23.1.1 a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter; and

23.1.2 being attached to the said Certificate of Stamp Duty, a copy of the Tender Acceptance Letter bearing a certification by an Advocate & Solicitor that it is a true copy of the document referred to in the said Certificate of Stamp Duty.

24 Right to Invoke Bank Guarantee for Tender Deposit

24.1 Where the Tender Deposit or part thereof is paid by the provision of one or more Bank/Insurance Guarantee(s) as provided in Conditions 13.1.3 and 13.1.4, the successful tenderer shall pay a sum equivalent to the Tender Deposit or part thereof covered by the Bank/Insurance Guarantee(s) by cashier's order in favour of the Commissioner of Lands, Singapore Land Authority within seven (7) days of the date of the Authority's acceptance of his tender failing which the Authority shall be entitled to invoke the terms of the Bank/Insurance Guarantee(s) submitted.

Description, Condition and Area of Land

25 Description of Land Taken to be Correct

25.1 The said land is believed and shall be taken to be correctly described.

26 Cadastral Survey and Cost of Cadastral Survey

26.1 The costs of the cadastral survey of the said land shall be borne and paid by the successful tenderer.

26.2 The cadastral survey of the said land has been carried out by a land surveyor registered with the Land Surveyor Board under the Land Surveyors Act (Cap. 156) in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules. The successful tenderer shall pay the Authority the costs of the cadastral survey of the said land together with GST thereon amounting to \$5,288.88 (inclusive of GST) by cashier's order issued in favour of the Authority on or before the expiry of the 90 day period. The cashier's order must be submitted to and received by the Authority on or before the expiry of the 90 day period.

26.3 For the avoidance of doubt, the Authority shall not be responsible in any way for any negligence, error or omission whatsoever on the part of the land surveyor in carrying out the cadastral survey of the said land or for any error or inaccuracy whatsoever in any cadastral survey plan or any other plan which is prepared or provided by the land surveyor in respect of the said land.

27 Subsisting Rights on Land

- 27.1 The said land is to be leased subject to all easements and rights (if any) subsisting thereon and moreover without any obligations on the part of the Authority to define the same respectively. The said land is open to inspection and may be viewed by tenderers on application.

28 State and Condition of Land

- 28.1 Each tenderer shall be deemed to have notice of –

28.1.1 the actual state and condition of the said land including the platform level of the said land and matters as regards access, ingress and egress, drainage, and utility services, affecting the said land;

28.1.2 the existence of any encroachment, structure or thing on or within the said land; and

28.1.3 any easements, rights of way and all other encumbrances, if any, affecting the said land,

and shall not raise any objection or requisition whatsoever in respect thereof.

29 Error or Mis-statement

- 29.1 No error, omission, mis-statement or mis-description in the foregoing Particulars, these Conditions of Tender and the Technical Conditions of Tender (including the form of Building Agreement, form of Lease and any plans, drawings, reports or other documents referred to, mentioned in, appended or annexed to these Conditions of Tender and the Technical Conditions of Tender) shall invalidate any Form of Tender, Building Agreement or 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 tendered sale price of the said land (“the Sale Price”).

Completion of Development

30 Completion of Development

- 30.1 The successful tenderer shall be required to complete at his own expense the Development on the said land. The Development shall be undertaken in every way in accordance with the plans, elevations and specifications as submitted to and approved by the Authority (where applicable) and the relevant Competent Authorities under Conditions 32.1, 33.1 and 34.1 and 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 relevant Competent Authority.

31 Prohibition of temporary structures and uses

31.1 Except for the purposes of or in relation to the carrying out and completion of the Development, the successful tenderer shall not at any time before completion of the Development and without the prior approval in writing of the Authority and all relevant Competent Authorities –

31.1.1 use or permit or suffer the said land to be used for any purpose, irrespective of the period or nature of such use; or

31.1.2 erect or put up or permit or suffer to be erected or put up upon or within the said land any building or structure, including any temporary building or structure.

32 Approval of Layout Plans

32.1 The successful tenderer shall submit to the Authority (if and when required by the Authority) and the relevant Competent Authorities for their approval layout plans of the Development in accordance in every way with the requirements of the Authority and the relevant Competent Authorities and of the Planning Act (Cap. 232) and all other laws and regulations applicable thereto for the time being in force.

33 Approval of Building Plans

33.1 The successful tenderer shall also submit to the Authority (if and when required by the Authority) and the relevant Competent Authorities for their approval full and complete plans, elevations and specifications of the Development in accordance in every way with the layout approved by the Authority, where applicable, and the relevant Competent Authorities and also in accordance with the provisions of the Building Control Act (Cap. 29) and all other laws and regulations applicable thereto for the time being in force.

34 Amendment of Approved Plans

34.1 If the successful tenderer wishes to make any deviation or alteration to the plans submitted under Conditions 32.1 and 33.1 after approval has been granted by the Authority, where applicable, and/or the relevant Competent Authorities, the successful tenderer shall submit such amendment plans to the Authority (if and when required by the Authority) and/or the relevant Competent Authorities for their approval and such approval if granted may be subject to such terms and conditions as the Authority, where applicable, and/or the relevant Competent Authorities may think fit.

35 Commencement of Work

- 35.1 The successful tenderer shall commence work on the foundation of the Development either after the said plans, elevations and specifications have been approved by the Authority, where applicable, and the relevant Competent Authorities or after written consent to commence such work has been given by the relevant Competent Authority.

36 Project Completion Period

- 36.1 The successful tenderer shall construct and obtain Temporary Occupation Permit or Permits for the whole of the Development within the project completion period of seventy-two (72) months computed from the date of acceptance of tender by the Authority as specified in the Building Programme in **Appendix C** ("the project completion period"). Factors like inclement weather, festive occasions, tight labour market, etc 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 Authority.

37 Building Programme for Development

- 37.1 The successful tenderer shall after the Authority's acceptance of his tender and within such time as specified by the Authority in writing, submit to the Authority his building programme for the Development indicating the respective periods of time required to complete and the respective dates for completion of the various stages of development (as set out in the said Building Programme in **Appendix C**) within the project completion period.

38 Building Construction Progress Reports

- 38.1 Until the issue of Temporary Occupation Permit or Permits for the whole of the Development by the relevant Competent Authority, the successful tenderer shall submit to the Authority, using the electronic submission service at the Authority's website (<http://www.ura.gov.sg>), reports on the progress of the construction of the Development ("the building construction progress reports") in such form and at such times as the Authority may notify the successful tenderer in writing from time to time. The successful tenderer may authorise the architect for the Development to submit the building construction progress reports on his behalf.

39 Building or other Materials on Land

- 39.1 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 said 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 its own expense remove from the said land all such building and other materials and rubbish whatsoever.

40 Insurance of Building and Works

- 40.1 The successful tenderer shall insure the buildings that are being constructed for the purpose of the Development to the full value thereof in the joint names of the successful tenderer and the Authority against loss or damage by fire or such other risks as the Authority considers desirable to be insured against with a registered insurer as defined under the Insurance Act (Cap. 142) carrying on the business of general insurance in Singapore.
- 40.2 The successful tenderer shall increase such insurance mentioned in Condition 40.1 to the satisfaction of the Authority as the said buildings approach completion and shall keep the said buildings 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 Authority the policy or policies of such insurance and the receipt or receipts for each payment and shall cause all moneys 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 moneys.
- 40.3 If the successful tenderer shall however at any time fail to keep the said buildings insured as aforesaid, the Authority may (but shall not be under obligation to) do all things necessary to effect or maintain such insurance and any moneys expended by the Authority for that purpose shall be repayable by the successful tenderer on demand and be recoverable from the successful tenderer as a debt due to the Authority.

41 Right of Lessor to Enter upon Land

- 41.1 Prior to the completion of the Development (which shall be deemed to be completed only in accordance with Condition 30.1), the Lessor and his officers or 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 said land to view the state and progress of the Development and to inspect the materials 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.

42 No Occupation of Development without Approval

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

43 Cost of Obtaining Approval for Plans of Development

- 43.1 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 successful tenderer at his own cost and expense.

44 Indemnity by Successful Tenderer

- 44.1 The successful tenderer shall indemnify the Authority against all claims in respect of damage, loss or injury of every description arising directly or indirectly out of the development use and occupation of the said land and the Development.

Requirement for Controlling Interest where Successful Tenderer or Approved Developer carries out Development

45 Requirement to hold Controlling Interest where Successful Tenderer signs Building Agreement

- 45.1 Where the successful tenderer who will be signing the Building Agreement as required under Condition 5.1 to carry out and complete 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 the Authority is obtained –

45.1.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the date of the issue by the relevant Competent Authority of Temporary Occupation Permit or Permits for the whole of the Development (“the TOP Date”). 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 50%; and

45.1.2 inform the Authority of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made up to the TOP Date.

- 45.2 If the successful tenderer who will be signing the Building Agreement is a company or includes one or more companies and if any of the shareholders of any such company as at the tender submission date is in turn also a company (“shareholder company”), such shareholder company shall, except where the prior written consent of the Authority is obtained –

- 45.2.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. 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 50%; and
 - 45.2.2 furnish to the Authority on or before the expiry of the 90 day period an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix D**.
- 45.3 Each of the companies mentioned in Condition 45.1 and 45.2 shall –
- 45.3.1 within such time as notified supply to the Authority 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 submission date and such list shall be certified to be correct by a director of the company; and
 - 45.3.2 when required by the Authority and in any event before the expiry of the 90 day period, supply to the Authority 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.
- 45.4 The successful tenderer shall comply with and ensure the compliance of the above mentioned requirements and such other requirements terms and conditions which the Authority may deem necessary to impose in connection with the same unless expressly otherwise allowed by the Authority.
- 45.5 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Condition 45.2 shall be deemed to be a breach by the successful tenderer of these Conditions of Tender and an Event of Default under Clause 5 of the Building Agreement which shall entitle the Lessor to exercise his rights and remedies set out therein.
- 45.6 This Condition 45 shall apply to the successful tenderer unless and until the Authority has given written consent for the Building Agreement to be signed by an approved developer under Condition 46, in which case the applicable terms and the obligations of the successful tenderer shall thereafter be governed by Condition 46 instead.

46 Option for Approved Developer to carry out Development subject to Requirement for Controlling Interest

46.1 ⁽¹⁾The successful tenderer may with the prior written consent of the Authority –

46.1.1 appoint another company, whether existing or newly formed, to carry out the Development and sign the Building Agreement in place of the successful tenderer; or

46.1.2 together with one or more individuals or companies, whether as partners in an existing or newly formed partnership or otherwise, carry out the Development and sign the Building Agreement.

46.2 The person/s falling under Condition 46.1.1 or 46.1.2 shall be referred to as the “approved developer”.

46.3 Where the consent of the Authority is given, the successful tenderer shall ensure that it –

46.3.1 in the case of Condition 46.1.1, holds a controlling interest of more than 50% of the shares in the appointed company and will continue to hold and retain such a controlling interest in the appointed company until the TOP Date;

46.3.2 in the case of Condition 46.1.2, holds a controlling interest of a more than 50% share in the said land and the Development and will continue to hold and retain such a share until the TOP Date.

46.4 The Authority’s consent may be given subject also to such other terms, conditions and requirements as the Authority may deem necessary to impose.

46.5 Where the consent of the Authority is given, the successful tenderer shall procure and ensure that the approved developer signs the Building Agreement in accordance with these Conditions of Tender such as would make the approved developer bound by all the provisions in these Conditions of Tender and the Technical Conditions of Tender as though it were the successful tenderer referred to therein.

46.6 Where the approved developer is a company in the case of Condition 46.1.1 and if the successful tenderer is a company or includes one or more companies, such last mentioned company or each of such last mentioned companies shall, except where the prior written consent of the Authority is obtained –

46.6.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of

⁽¹⁾ The successful tenderer is requested to note the requirements of the Stamp Duties (Conveyance Directions) (Remission) Rules 2005.

the shares in the company until the TOP Date. 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 50%; and

46.6.2 furnish to the Authority on or before the expiry of the 90 day period an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix D**.

46.7 Where the approved developer consists of the successful tenderer and other approved individuals and/or companies in the case of Condition 46.1.2 and if the successful tenderer is a company or includes one or more companies, such last mentioned company or each of such last mentioned companies shall, except where the prior written consent of the Authority is obtained –

46.7.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. 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 50%; and

46.7.2 inform the Authority of all transfers, allotments and acquisitions of shares, all changes of shareholders and their shareholdings made up to the TOP Date.

46.8 If the successful tenderer mentioned in Condition 46.7 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 submission date, also a company (“shareholder company”), such shareholder company shall, except where the prior written consent of the Authority is obtained –

46.8.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. 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 50%; and

46.8.2 furnish to the Authority on or before the expiry of the 90 day period an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix D**.

46.9 Where the successful tenderer is a company or includes one or more companies, such company or each of such companies and also each of the shareholder companies mentioned in Condition 46.8 shall –

46.9.1 within such time as notified supply to the Authority 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 submission date and such list shall be certified to be correct by a director of the company; and

46.9.2 on or before the expiry of the 90 day period supply to the Authority 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.

46.10 Where the approved developer is a company in the case of Condition 46.1.1, the successful tenderer shall ensure that the approved developer supplies, when required by the Authority and in any event before the expiry of the 90 day period, 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.

46.11 The successful tenderer shall comply with and ensure the compliance of the abovementioned requirements and such other requirements terms and conditions which the Authority may deem necessary to impose in connection with the same unless expressly otherwise allowed by the Authority.

46.12 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Conditions 46.6 and 46.8 shall be deemed to be a breach by the successful tenderer of these Conditions of Tender and an Event of Default under Clause 5 of the Building Agreement which shall entitle the Lessor to exercise its rights and remedies set out therein.

Public Listed Company, Partnership and Sole Proprietorship

47 Application of Conditions 45 & 46 to Public Listed Company, Partnership and Sole Proprietorship

47.1 The provisions of Condition 45 and Conditions 46.6, 46.7, 46.8 and 46.9 shall not apply to a company that is a public listed company.

47.2 For the purposes of Conditions 45 and 46 –

47.2.1 where a tender for the said 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 submission date, shall be deemed to be the tenderer and if such tender is accepted by the Authority, the successful tenderer;

- 47.2.2 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.

Bankruptcy, Merger, Liquidation, Reconstruction and Judicial Management

48 Effect of Bankruptcy, Amalgamation, Merger, Liquidation, Reconstruction and Judicial Management

- 48.1 If at any time prior to completion of the Development (which shall be deemed to be completed only in accordance with Condition 30.1) –

48.1.1 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;

48.1.2 the successful tenderer, in the case of a company, goes into liquidation, is placed under judicial management, enters into any composition with its creditors (except for the purposes of reconstruction as approved by the Authority), without the prior consent in writing of the Authority 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 the Authority 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 53.1.

Payment of Sale Price and Signing of Building Agreement

49 Payment of Sale Price

49.1 The successful tenderer shall pay twenty-five per cent (25%) of the Sale Price (included in which is the Tender Deposit) by cashier's order issued in favour of the Commissioner of Lands, Singapore Land Authority within 28 days from the date of the Authority's acceptance of his tender (time in this respect being the essence of the contract). The cashier's order must be submitted to and received by the Authority within the said 28 days period.

49.2 The successful tenderer shall pay the balance of seventy-five per cent (75%) of the Sale Price by cashier's order issued in favour of the Commissioner of Lands, Singapore Land Authority on or before the expiry of the 90 day period (time in this respect being also the essence of the contract). The cashier's order must be submitted to and received by the Authority on or before the expiry of the 90 day period.

50 Signing of Building Agreement by Collector

50.1 Upon receipt by the Authority of the following –

- 50.1.1 the payment in full of the cost of the cadastral survey of the said land and the GST chargeable thereon in accordance with Condition 26.2;
- 50.1.2 the payment in full of the Sale Price in accordance with Condition 49;
- 50.1.3 the payment in full of all amounts due and payable under Condition 59.1;
- 50.1.4 a copy of the Certificate of Stamp Duty with a certified copy of the Tender Acceptance Letter attached thereto in accordance with Condition 23.1;
- 50.1.5 the certified list(s) of shareholders in accordance with Conditions 45.3.2, 46.9.2 and 46.10 (whichever may be applicable); and
- 50.1.6 the duly executed Undertaking(s) in accordance with Conditions 45.2.2, 46.6.2 and 46.8.2 (whichever may be applicable),

the Building Agreement in triplicate shall be dated and signed by the Collector of Land Revenue on behalf of the Lessor and the Authority shall thereafter forward the Building Agreement in triplicate to the successful tenderer.

51 Signing of Building Agreement by Successful Tenderer and Payment of Stamp Duty

51.1 The successful tenderer shall upon receipt of the Building Agreement in triplicate –

- 51.1.1 sign the three copies of Building Agreement;
- 51.1.2 pay the proper amount of duty chargeable on the three copies of Building Agreement under the Stamp Duties Act (Cap. 312) within 14 days of the date of the Building Agreement; and
- 51.1.3 return to the Authority the original and one duplicate of the Building Agreement together with the Certificates of Stamp Duty issued for the said original and duplicate Building Agreement by the Commissioner of Stamp Duty, within 21 days of the date of the Building Agreement.

52 Relationship between Building Agreement and Conditions of Tender

- 52.1 The Building Agreement shall be deemed to form part of these Conditions of Tender, which together with the Technical Conditions of Tender shall also be deemed to form part of the terms and conditions of the Building Agreement as though they were specifically set out in the Building Agreement and are to be observed and performed by the Lessee therein mentioned. HOWEVER if there is any conflict between the provisions of the Building Agreement and these Conditions of Tender or the Technical Conditions of Tender the provisions of the Building Agreement shall have overriding effect.

Default and Remedies

53 Rights and Remedies in Event of Default

- 53.1 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 these Conditions of Tender, the Authority shall be entitled to and may –
- 53.1.1 forfeit the Tender Deposit and all other moneys including any part of the Sale Price paid under the provisions hereof which shall thereupon belong to the Authority;
 - 53.1.2 dispose of, and where possession of the said land has been delivered to the successful tenderer in accordance with Condition 54, to re-enter upon and resume possession and to dispose of the said land and any interest therein and in the Development (whether work in respect thereof has commenced or not) as if the successful tenderer has never submitted a tender under these Conditions of Tender and whether by public auction, private treaty or tender subject to such conditions and generally in such manner as the Authority may in its discretion think fit with power to vary or rescind any contract, buy in any auction 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 the Authority and shall be recoverable by the Authority against the successful tenderer as damages but any increase of proceeds on a disposal shall belong to the Authority absolutely.

Possession of Land

54 Delivery of Possession of Land

- 54.1 Vacant possession of the said land shall be delivered to the successful tenderer upon the receipt by the Authority of the payments and documents mentioned under Condition 50.1.

- 54.2 Possession shall be given to the successful tenderer by delivering to him a letter stating that possession of the said land shall be deemed to be handed over to him with effect from such date as specified in the said letter.
- 54.3 The successful tenderer shall accept the said land on an "as is where is" basis as regards the matters mentioned in Condition 28.1 and in all other respects as at the date of delivery of possession of the said land, and the successful tenderer shall not at any time –
- 54.3.1 withhold payment of any amount;
 - 54.3.2 object to or refuse the delivery of possession of the said land to him;
 - 54.3.3 delay or refuse to observe or perform any of the terms of these Conditions of Tender or the Technical Conditions of Tender;
 - 54.3.4 claim for any compensation or reduction of the Sale Price; or
 - 54.3.5 require the Authority to remove any encroachment, structure or thing present on or within the said land.

55 Reversionary Rights of Lessor Not Affected

- 55.1 No length of time or of enjoyment of the successful tenderer of the said land shall enure to give a right to him to retain the said 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 said land.

Statutory Provisions and Requirements of Competent Authorities

56 Compliance with Written Law

- 56.1 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 said land and/or the Development and shall also observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by any relevant Competent Authority or Public Utility Licensee in respect of the said land and/or the Development from time to time.

57 Compliance with Requirements of Relevant Authorities and Public Utility Licensees

- 57.1 The successful tenderer shall ascertain the exact and detailed conditions and requirements of all relevant Competent Authorities and Public Utility Licensees in respect of the Development and shall at his own cost and expense observe and comply with the same.
- 57.2 Without affecting the generality of the provisions in Condition 57.1 and without prejudice to the obligation of the successful tenderer as set out therein, the “Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees” in respect of the Development contained in the Developer’s Packet is provided to tenderers for their information only. Whilst every care and attention has been taken in the compilation and preparation of the said document, the Authority does not warrant that the contents therein represent all the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the Development or that they are free from errors or omissions whatsoever. The contents of the said document are subject to changes by the relevant Competent Authorities and Public Utility Licensees concerned.

58 Diversion of Existing Utility Services

- 58.1 In the event that there are existing utility services such as pipes, cables etc. within the said land, the successful tenderer may be required to divert or protect such existing utility services and the cost 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 Competent Authorities, agencies, bodies or corporations having the authority over or being in charge of the matter.

Costs, Expenses, Taxes, Impositions and Outgoings

59 Payment of Costs and Expenses

- 59.1 The successful tenderer shall forthwith pay to the Authority on demand –
- 59.1.1 the cost of preparation of plans in respect of the said land, stamp duties payable on the Lease and Supplemental Leases (if any) and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Lease and Supplemental Leases (if any) and matters incidental thereto or arising therefrom;
- 59.1.2 all costs and fees including legal costs as between solicitor and client incurred by the Authority in connection with the enforcement of these Conditions of Tender, the Technical

Conditions of Tender and the Building Agreement and in respect of all matters incidental thereto or arising therefrom;

- 59.1.3 whatever amount(s) of Goods and Services Tax (GST) charged or chargeable in relation to the supply of any goods or services by or on behalf of the Authority to the successful tenderer.

60 Payment of Taxes, Impositions and Outgoings during Lease Term

60.1 After the commencement of and during the term of the Lease, the successful tenderer shall –

- 60.1.1 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 said land and the Development or any part thereof and shall on demand forthwith reimburse the Authority in respect thereof;

- 60.1.2 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 said land and the Development or any part thereof.

Sale, Lease and Mortgage

61 No Assignment of Building Agreement without Consent

61.1 Except as provided in Condition 63.1, the successful tenderer shall not at any time and without the prior written consent of the Authority assign, demise or part with the benefit of the Building Agreement.

62 Circumstances where Sale and Sublease allowed

62.1 The successful tenderer may after the signing of the Building Agreement by the parties thereto sell, sublease or otherwise dispose of the said land and the Development in whole or in part provided that –

- 62.1.1 the provisions of Conditions 23.1, 51.1.2 and 51.1.3 are complied with;

- 62.1.2 such sale, sublease or disposition shall not be for the said land or any part thereof in its vacant or undeveloped state;

- 62.1.3 the period or term of any sublease for the said land and the Development or any part thereof shall not commence until Temporary Occupation Permit or Permits are obtained for the Development or the relevant part thereof;

- 62.1.4 such sale, sublease or disposition [apart from any sublease that is not regarded as a disposal of any part of the said land or the Development under Section 4 of the Planning Act (Cap. 232)] shall not be for the whole of the said land and the Development to one and/or the same purchaser, sublessee or party prior to the issue of Temporary Occupation Permit or Permits by the relevant Competent Authority for the whole of the Development.
- 62.2 For the purpose of Condition 62.1, unless otherwise expressly approved in writing by the Authority, the receipt of money or bank guarantees by the successful tenderer 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 said land and/or the said Development shall be deemed to be a sale or sublease of the same by the successful tenderer.

63 Circumstances where Mortgage and Charge allowed

- 63.1 The successful tenderer may upon or after the signing of the Building Agreement by the parties thereto mortgage or charge the said land and the Development and in connection with such mortgage or charge assign the benefit of the Building Agreement to the mortgagee or chargee provided that –
- 63.1.1 the provisions of Conditions 23.1, 51.1.2 and 51.1.3 are complied with and where they are not fully complied with upon completion of the mortgage, charge or assignment, they shall be duly complied with by the successful tenderer in accordance with the terms thereof;
- 63.1.2 the draft mortgage, charge or assignment in duplicate incorporating the relevant endorsement as set out in **Appendix E** is sent to the Authority at least ten (10) days prior to the proposed date of completion of the mortgage, charge or assignment and the said endorsement is vetted or confirmed to be in order by the Authority;
- 63.1.3 the executed mortgage, charge or assignment incorporates the said endorsement (as vetted or confirmed by the Authority) duly signed by the successful tenderer and the mortgagee, chargee or assignee as the case may be;
- 63.1.4 a copy of the executed mortgage, charge or assignment incorporating the said duly signed endorsement, being certified to be a true copy by a solicitor, is furnished to the Authority within seven (7) days after completion of the mortgage, charge or assignment.

Debarment

64 Debarment for Corruption and Breach

- 64.1 Without prejudice to any right of action or other remedy which the Government and/or the Authority may have or any proceedings, civil or criminal, which the Government and/or the Authority may decide to initiate or take –
- 64.1.1 the Government and the Authority 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 years;
 - 64.1.2 the Government and the Authority 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 the Authority may at their discretion determine for any failure on the part of the successful tenderer to observe or perform any of the terms and conditions contained or referred to in these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement;
 - 64.1.3 the successful tenderer shall pay such amount of compensation as notified by the Authority for any loss and damage that may be suffered, directly or indirectly, by the the Authority as a result of any failure to observe or perform any of the terms and conditions contained or referred to in these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement on the part of the successful tenderer or the employees or agents of the successful tenderer.

Waiver

65 No Waiver unless Expressly Agreed

- 65.1 Unless otherwise expressly specified or agreed, no failure or delay on the part of the Authority to exercise any right, power, authority or remedy under these Conditions of Tender, the Technical Conditions of Tender or the Building Agreement and no indulgence or forbearance on the part of the Authority and no extension of time allowed to the successful tenderer by the Authority shall operate as a waiver or will in any way affect the subsequent exercise by the Authority of the same, nor will any single or partial exercise of any right power authority or remedy preclude any other or further exercise thereof or the exercise of any other right power authority or remedy. The rights, powers, authorities and remedies provided

in these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement are cumulative and not exclusive of any rights, powers, authorities or remedies provided by law.

General Provisions

66 Manner of Payment of Money

66.1 Payment of any amount payable under or pursuant to these Conditions of Tender, the Technical Conditions of Tender or the Building Agreement shall unless otherwise expressly stated be made in such manner and by such means as the Authority may notify to the successful tenderer in writing.

67 Governing Law

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

68 Headings and Sub-Headings

68.1 The headings and sub-headings in these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement shall not be deemed to form part of the document in which they appear and shall not affect the interpretation or construction of any of its provisions.

69 Interpretation of Words

69.1 In these Conditions of Tender, the Technical Conditions of Tender and the Building Agreement, words importing the singular number include the plural number and vice versa, words importing the masculine gender include the feminine gender and words importing persons include corporations.

70 Manner for giving Notice

70.1 Any notice or document to be given to or served on the successful tenderer shall be in writing and shall be sufficiently served if it is addressed to the successful tenderer and served in any manner in which a notice may be served under Section 72 of the Conveyancing and Law of Property Act (Cap. 61).

71 Foreign Successful Tenderer to provide Address of Registered Office or Address in Singapore

71.1 On or before the expiry of the 90 day period, the successful tenderer, in the case of a foreign company, shall provide the Authority with the address of its registered office in Singapore and in the case of an

individual who is not a Singapore citizen or permanent resident, shall provide the Authority with an address in Singapore to which all notices and documents to be given to or served on the successful tenderer may be addressed or served.

- 71.2 Any written notice or document, if addressed to the successful tenderer by name and left at, posted to or affixed to any house or building at such registered office or address in Singapore in the same manner as provided in Section 72 of the Conveyancing and Law of Property Act (Cap. 61) shall be deemed to have been sufficiently given or served on the successful tenderer.

72 Exclusion of Contracts (Rights of Third Parties) Act

- 72.1 No person (other than the successful tenderer) shall have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of these Conditions of Tender or the Technical Conditions of Tender.

(For Reference Only)

(1) FORM OF TENDER

Location	Tendered Sale Price
Land Parcel at New Upper Changi Road/Tanah Merah Kechil Avenue	

1. The Tenderer described below (hereinafter referred to as “the Tenderer”) hereby offers to lease from the President of the Republic of Singapore (hereinafter referred to as “the Lessor”) the Land Parcel described above (hereinafter referred to as “the said land”) for a term of 99 years from a date to be determined by the Lessor subject to the Conditions of Tender and the Technical Conditions of Tender published by the Lessor for the said land and also on the terms and conditions set out within the draft forms of the Building Agreement and Lease appended to the said Conditions of Tender at a sale price as abovementioned.

2. In the event of this tender being accepted, the Tenderer agrees to –
 - (i) comply with each and every of the terms and conditions set out or referred to in the said Conditions of Tender;
 - (ii) where payment of the Tender Deposit mentioned below or part thereof is made by way of Bank/Insurance Guarantee(s), to pay by cashier’s order a sum equivalent to such guaranteed amount(s) within 7 days of the date of acceptance of this tender;
 - (iii) pay by cashier’s order 25% (less the Tender Deposit mentioned below) of the said tendered sale price within 28 days of the date of acceptance of this tender;
 - (iv) pay by cashier’s order the remaining 75% of the said tendered sale price within 90 days of the date of acceptance of this tender on or before the signing of the said Building Agreement in accordance with the said Conditions of Tender; and
 - (v) carry out and complete the proposed development on the said land in accordance with the terms and conditions set out within the said draft form of Building Agreement, Conditions of Tender and Technical Conditions of Tender.

⁽¹⁾ For submission of tender, Tenderer should use the printed “Form of Tender” provided in the Developer’s Packet.

3 Tender Deposit

Attached hereto for the purpose of the payment of the Tender Deposit in accordance with the said Conditions of Tender is/are:

Please complete whichever is applicable:

CASHIER'S ORDER(S)					
Serial No		Name of Bank(s)			Amount
i)		i)			S\$ _____
ii)		ii)			S\$ _____
iii)		iii)			S\$ _____
BANK TRANSFER(S)					
Date of transfer	From: Transferor Bank		To: URA's Bank		Amount
	Name of Bank	Account Name and Account No.	Name of Bank	Account Name and Account No.	
i)	i)	i)	i)	i)	S\$ _____
ii)	ii)	ii)	ii)	ii)	S\$ _____
iii)	iii)	iii)	iii)	iii)	S\$ _____
⁽²⁾ BANK/INSURANCE GUARANTEE(S)					
Serial No		Name of Bank(s)/Insurance Company			Amount
i)		i)			S\$ _____
ii)		ii)			S\$ _____
iii)		iii)			S\$ _____
⁽³⁾ TOTAL AMOUNT : S\$					

⁽²⁾ The Bank/Insurance Guarantee(s) shall be in accordance with form as specified in the Conditions of Tender and valid for the period of 6 weeks commencing on the date specified in the Conditions of Tender for submission of Tender, i.e up to and including 20 October 2008.

⁽³⁾ The total amount must be at least five percent (5%) of the tendered sale price.

4. In the event that this tender is unsuccessful, the Lessor is hereby authorised as follows:

Please complete whichever is applicable			
(A) Where Tender Deposit is paid by cashier's order and/or Bank Transfer ⁽⁴⁾ , to refund the Tender Deposit by:			
Cheque	OR	Bank Transfer ⁽⁵⁾	
Cheque to be issued in favour of: _____		Name of transferee bank: _____	
Cheque to be sent to the following address: _____		Account Name and Account No.: _____	
(B) Where Tender Deposit is paid by provision of Bank/Insurance Guarantee(s), to return the Bank/Insurance Guarantee(s) as follows:			
Name of Bank/Insurance Company:	Bank/Insurance Guarantee No:	To be returned to:	
		Name:	Address:
i)	i)	i)	i)
ii)	ii)	ii)	ii)
iii)	iii)	iii)	iii)

⁽⁴⁾ Where the Tender Deposit is paid by cashier's order, the Lessor may in his discretion decide to refund the Tender Deposit by cheque or Bank Transfer or to return the cashier's order. Please refer to Condition 18.1.2 of the Conditions of Tender.

⁽⁵⁾ Charges and fees imposed by the transferee bank shall be borne and paid by the tenderer.

5. **Particulars of Tenderer**

Particulars and signature of Tenderer are appended below:

Please complete either (A) or (B)

(A) Where individual(s) is/are tendering		
Name of Tenderer	NRIC No.	Signature
i)	i)	i)
ii)	ii)	ii)
iii)	iii)	iii)
Correspondence address Tel No Fax No Email address		
⁽⁶⁾ (B) Where company or firm is tendering		
<u>Particulars of tendering *company / firm</u> Name Address of *registered office / place of business Principal place of business or operation (if tendering company is not incorporated in Singapore) <i>(please name city & country)</i> Registration No Correspondence address Tel No Fax No Email Address		
<u>Information on ⁽⁷⁾holding company of tendering company</u> <i>(if applicable)</i> Name Principal place of business or operation (if holding company is not incorporated in Singapore) <i>(please name city & country)</i> Consent for above information to be released if requested by media	*Yes / No	
<u>Particulars of authorised person signing on behalf of tendering *company / firm</u> Name NRIC No Position in tendering *company / firm		
<u>Signature of authorised person</u>	_____ <i>(please sign here)</i>	

⁽⁶⁾ Where a tender is submitted jointly by 2 or more companies/firms, this item must be completed and signed by each of the joint tenderers. See illustration attached. If space in the Form of Tender is insufficient, a separate sheet of paper listing the particulars of the tendering companies/firms and duly signed by them should be attached together with the Form of Tender.

⁽⁷⁾ As defined under Section 5(4) of the Companies Act (Cap 50).

* Delete whichever is not applicable.

ILLUSTRATION

Illustration for completing item 5(B) of the Form of Tender where the tender is submitted jointly by 2 companies:

5. Particulars of Tenderer

(B) Where company or firm is tendering		
<u>Particulars of tendering *company / firm</u>		
Name	AB Company Pte Ltd	BC Company Pte Ltd
Address of *registered office / place of business	Address of registered office of company AB	Address of registered office of company BC
Principal place of business or operation (if tendering company is not incorporated in Singapore) <i>(please name city & country)</i>	N.A.	N.A.
Registration No	xxxxxxxxxx	
Correspondence address	Correspondence address of company AB	Correspondence address of company BC
Tel No	xxxx xxxx	xxxx xxxx
Fax No	xxxx xxxx	xxxx xxxx
Email Address	xxx@xxxx xxx	xxx@xxxx xxx
<u>Information on holding company of tendering company (if applicable)</u>		
Name	TZ Company Ltd.	XY Company Ltd.
Principal place of business or operation (if holding company is not incorporated in Singapore) <i>(please name city & country)</i>	Hong Kong, SAR of China (for example)	N.A.
Consent for above information to be released if requested by media	*Yes / No (for example)	* Yes / No (N.A.)
<u>Particulars of authorised person signing on behalf of tendering *company / firm</u>		
Name	Name of authorised person of company AB	Name of authorised person of company BC
NRIC No	xxxxxxxxxx	xxxxxxxxxx
Position in tendering *company / firm	Director (for example)	Director (for example)
<u>Signature of authorised person</u>	<u>Signature of Director</u> <i>(please sign here)</i>	<u>Signature of Director</u> <i>(please sign here)</i>

**FORM OF BANK/INSURANCE GUARANTEE
ISSUED AT REQUEST OF THE TENDERER (i.e. WHERE
TENDER IS SUBMITTED BY A SINGLE TENDERER ONLY)
OR ALL JOINT TENDERERS (i.e. WHERE TENDER IS
SUBMITTED JOINTLY BY TWO OR MORE JOINT TENDERERS)**

(To be typed on bank's letterhead and submitted together with the Tender)

To : The Urban Redevelopment Authority
The URA Centre
45 Maxwell Road
SINGAPORE 069118

Dear Sirs

**LAND PARCEL AT NEW UPPER CHANGI ROAD/
TANAH MERAH KECHIL AVENUE
GUARANTEE OF PAYMENT OF TENDER DEPOSIT (*WHOLE/PART)**

WHEREAS:

1. The Urban Redevelopment Authority is inviting offers for lease by tender for the abovementioned Land Parcel subject to the Conditions of Tender for the same for and on behalf of the Government of the Republic of Singapore.
2. It is a term of the Conditions of Tender that every Tenderer shall pay a deposit at the time of submission of Tender, such deposit (defined in the Conditions of Tender and hereinafter also referred to as "the Tender Deposit") being for such amount and payable in such manner as specified in the Conditions of Tender.
3. It is stated in the Conditions of Tender that the Tender Deposit or part thereof may be provided by way of one or more Bank/Insurance Guarantee(s) issued in favour of the Urban Redevelopment Authority on the terms and conditions and in the manner stipulated in the Conditions of Tender and that such Bank/Insurance Guarantee(s) provided may be enforced in such circumstances as set out in the Conditions of Tender.

* Delete whichever is inapplicable.

Pursuant to the said Conditions of Tender and at the request of ⁽¹⁾M/s.....
.....of.....

the tenderer for the abovementioned Land Parcel, WE

.....
(Name of *Bank/Insurance Company)

a company incorporated in Singapore and having its registered office at

.....
Singapore (hereinafter referred to as "the Guarantor") hereby guarantee the
due payment on demand by you of the sum of Singapore Dollars
.....(S\$.....)

being equivalent to * the whole/a part of the Tender Deposit required to be paid
by the said tenderer Provided Always that our liability hereunder shall not
exceed the said sum of Singapore
Dollars.....(S\$.....).

This Guarantee shall be valid fromday of to the
day of (expiry date) and conditional upon a claim being made
at any time hereunder within thirty (30) days of the expiry date and this
Guarantee shall thereafter lapse automatically whether or not it is returned to
us for cancellation.

Dated this day of 20.....

Signed by)
)
in the presence of:)

⁽¹⁾ Insert here the name and address of the tenderer. In the case of a tender submitted jointly by 2 or more tenderers, the names and addresses of all the joint tenderers must be set out and must be exactly the same as set out in the Form of Tender.

* Delete whichever is inapplicable.

**FORM OF BANK/INSURANCE GUARANTEE
ISSUED AT REQUEST OF ONE JOINT TENDERER
(BUT NOT ALL JOINT TENDERERS)**

(To be typed on bank's/Insurance company's letterhead and submitted together with the Tender)

To : The Urban Redevelopment Authority
The URA Centre
45 Maxwell Road
SINGAPORE 069118

Dear Sirs

**LAND PARCEL AT NEW UPPER CHANGI ROAD/
TANAH MERAH KECHIL AVENUE
GUARANTEE OF PART PAYMENT OF TENDER DEPOSIT
(*WHOLE/PART)**

WHEREAS:

1. The Urban Redevelopment Authority is inviting offers for lease by tender for the abovementioned Land Parcel subject to the Conditions of Tender for the same for and on behalf of the Government of the Republic of Singapore.
2. It is a term of the Conditions of Tender that every Tenderer shall pay a deposit at the time of submission of Tender, such deposit (defined in the Conditions of Tender and hereinafter also referred to as "the Tender Deposit") being for such amount and payable in such manner as specified in the Conditions of Tender.
3. It is stated in the Conditions of Tender that the Tender Deposit or part thereof may be provided by way of one or more Bank/Insurance Guarantee(s) issued in favour of the Urban Redevelopment Authority on the terms and conditions and in the manner stipulated in the Conditions of Tender and that such Bank/Insurance Guarantee(s) provided may be enforced in such circumstances as set out in the Conditions of Tender.

* Delete whichever is inapplicable.

Pursuant to the said Conditions of Tender and at the request of
of

 one of the tenderers who jointly together with ⁽¹⁾.....
 of

 submits a tender for the abovementioned Land Parcel WE,

 (Name of *Bank/Insurance Company)

a company incorporated in Singapore and having its registered office at
Singapore
 (hereinafter referred to as "the Guarantor") hereby guarantee the due
 payment on demand by you of the sum of Singapore Dollars
(S\$.....)
 being equivalent to *the whole/a part of the Tender Deposit required to be
 paid for the said joint tender Provided Always that our liability hereunder shall
 not exceed the said sum of Singapore Dollars
(S\$.....).

This Guarantee shall be valid from day of to the
 day of (expiry date) and conditional upon a claim being made
 at any time hereunder within thirty (30) days of the expiry date and this
 Guarantee shall thereafter lapse automatically whether or not it is returned to
 us for cancellation.

Dated this day of 20.....

Signed by)
)
 in the presence of:)

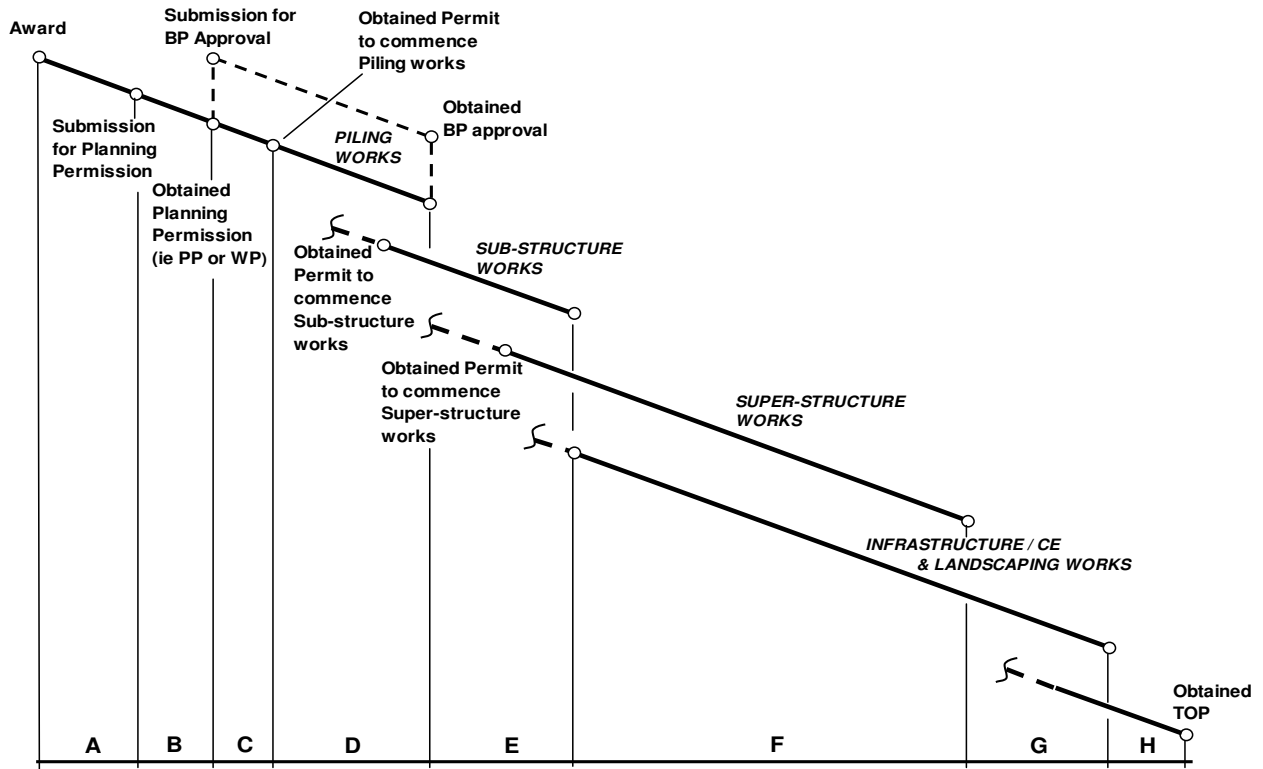
⁽¹⁾ The names and addresses of all other joint tenderers must be set out here and must be exactly the same as set out in the Form of Tender.

* Delete whichever is inapplicable

APPENDIX C

Condition 36.1
Condition 37.1

**BUILDING PROGRAMME
FOR LAND PARCEL AT NEW UPPER CHANGI ROAD / TANAH MERAH
KECHIL AVENUE**



Stages of Development	Project Completion Period (mths)
A	5.0
B	3.0
C	1.5
D	8.0
E	6.0
F	19.5
G	6.0
H	3.0
Sub Total	52.0
Add months float	20.0
*TOTAL	72.0

Note:

Factors that may delay the project such as inclement weather, festive occasions etc have been taken into consideration under items D to G.

The project completion period is 72 months computed from the date of acceptance of Tender by the Authority up to the issue of TOP.

* Total: 72 months to be stipulated in the Conditions of Tender

APPENDIX D

Condition 45.2
Condition 46.6
Condition 46.8

UNDERTAKING

To: President of the Republic of Singapore

Re: LAND PARCEL ____ AT _____

Pursuant to and in compliance with Condition ____ of the Conditions of Tender governing the abovementioned Land Parcel, _____, a company incorporated in Singapore and having its registered office at _____ ("the Company"), hereby undertakes to ensure that –

- (a) the shareholders of the Company as set out in the Schedule hereto ("the said shareholders") 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 date of the issue by the relevant Competent Authority of Temporary Occupation Permit or Permits for the whole of the development which is to be undertaken by _____ ("the developer") on the abovementioned Land Parcel in accordance with the Building Agreement to be signed between the President of the Republic of Singapore and the developer.

Dated this ____ day of _____ 200_.

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

_____ Director

_____ Secretary

THE SCHEDULE ABOVE REFERRED TO

Shareholder	Percentage of Shareholding in the Company
1	
2	
3	

(1) FORM OF ENDORSEMENT FOR MORTGAGE OR CHARGE

.....the Mortgagor/Borrower, and, the Bank, hereby acknowledge and accept that the consent to this Mortgage/Charge by the President of the Republic of Singapore, the Lessor of the Mortgaged/Secured Property, was given subject to the following terms and conditions and hereby further agree and undertake to observe and perform the following terms and conditions which are on the part of the Mortgagor/Borrower and/or the Bank to be observed and performed notwithstanding anything to the contrary contained or referred to in this Mortgage/Charge or any other documents in relation or ancillary to the loan and moneys secured by this Mortgage/Charge:

1. That the Bank shall hold this Mortgage/Charge subject to the terms and conditions of the Building Agreement dated day of 20.... made between the Lessor and the Mortgagor/Borrower and all Supplemental Building Agreements thereto, the State Lease of 99 years computed from in respect of the Mortgaged/Secured Property and all Supplemental Leases thereto made or to be made between the Lessor and the Mortgagor/Borrower.
2. That all moneys received on any insurance of the Mortgaged/Secured Property whether effected by the Bank, the Mortgagor/Borrower or any other party shall be applied firstly in or towards making good the loss or damage in respect of which the money is received and secondly in or towards the payment of the claims of the Lessor and the Urban Redevelopment Authority, if any, under the terms of the said Building Agreement and all Supplemental Building Agreements thereto, the said State Lease and all Supplemental Leases thereto made or to be made between the Lessor and the Mortgagor/Borrower and the balance if any in or towards the discharge of the principal moneys and interest thereon and all other moneys secured by this Mortgage/Charge.
3. Prior to the issue of Temporary Occupation Permit by the relevant authority for the whole of the development to be or being undertaken by the Mortgagor/Borrower on the Mortgaged/Secured Property in accordance with the provisions of the said Building Agreement, the Bank shall not exercise its right of sale or *foreclosure under this

(1) To be incorporated into the Mortgage/Charge

* Delete if inapplicable

Mortgage/Charge unless the prior written consent of the Lessor is obtained.

- 4. That notwithstanding the provisions of this Mortgage/Charge, the said State Lease shall be issued to the Mortgagor/Borrower and no other person, company or party.

Dated this day of 20.....

The Common Seal of the)
Mortgagor/Borrower was hereto)
affixed in the presence of:)

_____ Director

_____ Secretary

The Common Seal of the Bank)
was hereto affixed in the)
presence of:)

_____ Director

_____ Secretary

⁽¹⁾FORM OF ENDORSEMENT FOR ASSIGNMENT

....., the Assignor, and, the Bank, hereby acknowledge and accept that the consent by the President of the Republic of Singapore, the Lessor of the Assigned Property, to this Deed of Assignment as security for a loan was given subject to the following terms and conditions and hereby further agree and undertake to observe and perform the following terms and conditions which are on the part of the Assignor and/or the Bank to be observed and performed notwithstanding anything to the contrary contained or referred to in this Deed of Assignment or the Mortgage of the Assigned Property or any other documents in relation or ancillary to the said loan:

1. That the Bank shall take this Deed of Assignment subject to the terms and conditions of the Building Agreement dated day of 20.... made between the Lessor and the Assignor and all Supplemental Building Agreements thereto, the State Lease of 99 years computed from in respect of the Assigned Property and all Supplemental Leases thereto made or to be made between the Lessor and the Assignor.
2. That the Bank shall not assign or part with the right interest and benefit under this Deed of Assignment unless with the prior written approval of the Lessor.
3. That all moneys received on any insurance of the Assigned Property whether effected by the Bank, the Assignor or any other party shall be applied firstly in or towards making good the loss or damage in respect of which the money is received and secondly in or towards the payment of the claims of the Lessor and the Urban Redevelopment Authority, if any, under the terms of the said Building Agreement and all Supplemental Building Agreements thereto, the said State Lease and all Supplemental Leases thereto made or to be made between the Lessor and the Assignor and the balance if any in or towards the discharge of the said loan and interest thereon and all other moneys secured by this Deed of Assignment and the said Mortgage.
4. Prior to the issue of Temporary Occupation Permit by the relevant authority for the whole of the development to be or being undertaken by the Assignor on the Assigned Property in accordance with the provisions of the said Building Agreement, the Bank shall not exercise its right of

⁽¹⁾ To be incorporated into the Deed of Assignment immediately after execution by the Parties but before the Attestation Certificates

sale under this Deed of Assignment unless the prior written consent of the Lessor is obtained.

- 5. That notwithstanding the provisions of this Deed of Assignment, the said State Lease shall be issued to the Assignor and no other person, company or party.

Dated this day of20.....

The Common Seal of the)
Assignor was hereto affixed)
in the presence of:)

_____ Director

_____ Secretary

The Common Seal of the Bank)
was hereto affixed in the)
presence of:)

_____ Director

_____ Secretary

FORM OF BUILDING AGREEMENT

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

- (1) “the Lessor”: President of the Republic of Singapore
- (2) “the Lessee”: _____
of _____

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 said land for a term of ninety-nine (99) years commencing from the ____ day of _____ 20__.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:
 - 1.1.1 “Conditions of Tender” means the Conditions of Tender for the said land as set out in **Annexure A**;
 - 1.1.2 “Event of Default” means any or each of the events mentioned in clause 5.1;
 - 1.1.3 “project completion period” means the period of seventy-two (72) months commencing from _____ and expiring on _____ for the construction and obtaining of Temporary Occupation Permit or Permits for the whole of the Development as provided in clause 3.2;
 - 1.1.4 “Technical Conditions of Tender” means the Technical Conditions of Tender for the said land as set out in **Annexure B**;

- 1.1.5 "Temporary Occupation Permit" means a Temporary Occupation Permit issued under the Building Control Act (Cap. 29);
- 1.1.6 "the Development" means the residential development for condominium or flats to be undertaken by the Lessee on the said land pursuant to clause 3.1;
- 1.1.7 "the Lease" means the lease of the said land to be granted by the Lessor to the Lessee pursuant to clause 2.1;
- 1.1.8 "the said land" means the land described in the Schedule;
- 1.1.9 "the Sale Price" means the sale price of \$ _____ for the lease of the said land;
- 1.1.10 "the 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 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 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2 LEASE OF LAND

- 2.1 The Lessor shall grant and the Lessee shall accept the Lease of the said land for a term of ninety-nine (99) years commencing from the _____ day of _____ 20 ____ subject to the provisions of the State Lands Act (Cap. 314). The Lease shall substantially be in the form and on the terms and conditions as set out in **Appendix G** 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 on or before the execution of this Agreement the Sale Price (the receipt thereof the Lessor hereby acknowledges).

3 DEVELOPMENT AND USE OF LAND

- 3.1 The Lessee shall at its own cost and expense build and complete the Development in accordance with the terms and conditions contained herein, the Conditions of Tender and the Technical Conditions of Tender. 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 relevant Competent Authority.
- 3.2 The Lessee shall construct and obtain Temporary Occupation Permit for the whole of the Development within the project completion period.
- 3.3 The Development shall be constructed and completed and thereafter used and remain at all times as as a development –
- (a) for residential use only for condominium or flats and no other purpose; and
 - (b) with a total gross floor area not exceeding 27,652 square metres but not less than 24,887 square metres.

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. Such approval may be given subject to such terms and conditions as the Lessor may impose including the payment within such time and of such amount of differential sale price as the Lessor may determine for any enhanced value of the said land which in the opinion of the Lessor will result from the variation or change.
- 4.2 The enhanced value of the said land shall be determined by the Lessor with reference to the date of grant of Provisional Permission by the

Competent Authority under the Planning Act (Cap. 232) for the work or development which is the subject of the variation or change mentioned in clause 4.1.

- 4.3 No work or development in respect of any variation or change as mentioned or referred to in clause 4.1 may be effected, implemented or carried out unless the prior approval in writing of the Lessor 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.

5 DEFAULT AND REMEDIES

Events of Default

- 5.1 The following shall be Events of Default and upon the occurrence of any such event, the provisions set out in clauses 5.2 and 5.3 shall apply:
- 5.1.1 if the Lessee shall fail to obtain Temporary Occupation Permit or Permits for the whole of the Development within the project completion period (time in this respect being the essence of the contract);
 - 5.1.2 if the Lessee shall fail to complete the Development in accordance with clause 3.1;
 - 5.1.3 if the Lessee shall fail to pay any sum due under this Agreement;
 - 5.1.4 if the Lessee does not proceed with the works in respect of the Development with due diligence;
 - 5.1.5 if the Lessee shall fail to observe or perform any of the terms or stipulations contained or referred to in this Agreement or the Lease and on the part of the Lessee to be observed or performed;
 - 5.1.6 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.

Remedies

- 5.2 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:

- 5.2.1 to re-enter upon and resume possession of the said land or any part thereof and any buildings and other structures on the said land whereupon this Agreement shall forthwith cease and determine but all moneys which have previously been paid to the Lessor by the Lessee in respect of the Sale Price shall be forfeited and shall belong to the Lessor and the said land and the Development or any works that have been done in relation thereto and all structures and materials at or on the said land shall also belong to the Lessor absolutely and without the Lessor making to the Lessee any compensation or allowance for the same;
 - 5.2.2 to exercise any right of action or other remedy for the recovery of any moneys already due to the Lessor from the Lessee or in respect of any antecedent breach of this Agreement;
 - 5.2.3 to re-offer for lease by tender, public auction or private treaty the said land and to deal with any buildings and any other structures on the said 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.
- 5.3 **However**, if the said land and the Development have been mortgaged or charged, the Lessor shall not re-enter upon and resume possession of the said land and any building(s) 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) calendar month from the date of service of such notice in writing.

6 MISCELLANEOUS

Effect of Agreement to Lease

- 6.1 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 said land subject to the same terms, stipulations and covenants as contained in the form of Lease set out in **Appendix G** to 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.

Incorporation of Conditions of Tender and Technical Conditions of Tender

- 6.2 All the terms of the Conditions of Tender and Technical Conditions of Tender for the said land 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 Conditions of Tender or Technical Conditions of Tender the provisions of this Agreement shall have overriding effect.

Special provisions where Lessee is approved developer under Conditions of Tender

6.3 In the event that the Lessee is an approved developer within the meaning of Condition 46 of the Conditions of Tender –

6.3.1 Clause 6.2 of this Agreement shall equally apply except that references to the successful tenderer in Condition 46 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.

6.3.2 If the Lessee is a company and is the approved developer under Condition 46.1.1 of the Conditions of Tender, the Lessee shall, except where the prior written consent of the Lessor is obtained –

6.3.2.1 ensure that the successful tenderer holds and continues to retain a controlling interest of more than 50% of the shares in the Lessee until the TOP Date. 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 50%; and

6.3.2.2 inform the Lessor of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made up to the TOP Date.

6.3.3 The Lessee warrants and shall ensure that any Undertaking referred to in Condition 46.6.2 or 46.8.2 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 Building Agreement and an Event of Default under Clause 5 and shall entitle the Lessor to exercise the rights and remedies set out therein.

Continuing Effect of Terms and Conditions

6.4 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.

Error in Description of Land

6.5 No error, omission or mis-statement in the description of the said 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 Sale Price.

Governing Law

6.6 This Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

Exclusion of Contracts (Rights of Third Parties) Act

6.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

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

Signed by the Collector of Land)
Revenue for and on behalf of)
the President of the Republic of)
Singapore in the presence of:)

Collector of Land Revenue
Singapore

Signed by _____)
for and on behalf of the Lessee)
in the presence of:)

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot ____ TS/MK _____ and situated in the REPUBLIC OF SINGAPORE as delineated on the Plan annexed hereto and also marked as Parcel (____) and containing an area of _____ square metres more or less.

(1) FORM OF LEASE

REPUBLIC OF SINGAPORE

LEASE NO

THE STATE LANDS ACT (CHAPTER 314)

THIS INDENTURE made the day of 20... Between the President of the Republic of Singapore and his successors-in-office (hereinafter referred to as "the Lessor") of the one part AND of (hereinafter referred to as "the Lessee" which expression shall where the context so admits include his successors and assigns) of the other part.

WITNESSETH that as well and in consideration of the sum of Dollars(S\$......) paid by way of premium (the receipt thereof the Lessor hereby acknowledges) and of the Lessee's covenants and the conditions hereinafter contained the Lessor hereby demises unto the Lessee All that piece of land more particularly described in the Schedule hereto (hereinafter referred to as "the said land") together with all the buildings to be erected and built thereon TO HOLD unto the Lessee for the term of ninety-nine (99) years computed from the day of 20....

1. AND THE LESSEE for himself and his assigns hereby covenants with the Lessor as follows:
 - (i) To develop the said land at the cost and expense of the Lessee for a residential development for condominium or flats (hereinafter referred to as "the said development") in accordance with the Building Agreement dated the day of 20... made between the Lessor and the Lessee and also in accordance with plans approved or to be approved by the Competent Authority under the Planning Act (Cap. 232);

(1) Subject to amendments and modifications as may be rendered necessary or as may be agreed upon between the parties.

- (ii) To pay all rates, taxes, charges, assessments, outgoings and impositions whatsoever which now are or which at any time hereafter during or in respect of the said term shall or may be charged or imposed upon the said land and buildings thereon or any part thereof;
- (iii) 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 said term charged or imposed in respect of the said land and the buildings thereon;
- (iv) To maintain and keep the said land together with the buildings and appurtenances erected thereon during the said term in good and tenantable condition and repair and in clean and sanitary order and condition;
- (v) Not at any time during the said term without the previous consent in writing of the Lessor to demolish any building or structure erected on the said land or any part thereof or make any alteration or addition thereto and not without the same consent in writing to erect or put up any building or erection whatsoever in addition to the buildings and structures already erected on the said land;
- (vi) Not to sell sublease or otherwise dispose of the said land or any part thereof in its vacant or undeveloped state;
- (vii) Not to sublease the said land or the said development or any part thereof unless the period or term of such sublease commences after Temporary Occupation Permit or Permits have been issued by the relevant Competent Authority for the said development or the relevant part thereof.
- (viii) Prior to the issue of Temporary Occupation Permit or Permits by the relevant Competent Authority for the whole of the said development, not to sell, sublease or otherwise dispose of [apart from any sublease that is not regarded as a disposal of any part of the said land and the said development under Section 4 of the Planning Act (Cap. 232)] the whole of the said land and the buildings thereon to one and/or the same purchaser, sublessee or party;
- (ix) For the purposes of sub-clauses (vi), (vii) and (viii), unless otherwise expressly approved in writing by the Lessor, the receipt of money or bank 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 said land and buildings thereon in whole or in part shall be deemed to be a sale or sublease of the same by the Lessee;

- (x) Prior to the issue of Temporary Occupation Permit or Permits by the relevant Competent Authority for the whole of the said development, not to mortgage or charge the said land and buildings thereon unless the following are complied with:
 - (a) the draft mortgage or charge in duplicate incorporating the endorsement as prescribed by the Lessor is sent to the Lessor at least ten (10) days prior to the proposed date of completion of the mortgage or charge and the said endorsement is vetted or confirmed to be in order by the Lessor;
 - (b) the executed mortgage or charge incorporates the said endorsement (as vetted or confirmed by the Lessor) duly signed by the Lessee and the mortgagee or chargee;
 - (c) a copy of the executed mortgage or charge incorporating the said duly signed endorsement, being certified to be a true copy by a solicitor, is furnished to the Lessor within seven (7) days after completion of the mortgage or charge;
- (xi) Not to use or permit or suffer the said land or any building(s) thereon to be used otherwise than for the purpose or purposes as specified in Clause 2(i) and in accordance with the approval granted by the Competent Authority appointed under the provisions of the Planning Act (Cap. 232) and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on in or upon the said 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;
- (xii) To permit the Collector of Land Revenue or any officer authorised by him in writing on behalf of the Lessor with or without workmen and others at all reasonable times during the said term to enter into and upon the said land and into and upon any building thereon to view the state and condition thereof and the Collector of Land Revenue 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 Collector of Land Revenue to enter upon the said 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;

- (xiii) To insure and keep insured against loss or damage by fire the buildings upon the said land to the full value thereof with a registered insurer as defined under the Insurance Act (Cap. 142) 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 moneys received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the said land and the buildings erected thereon and to make up any deficiency out of the Lessee's own moneys;
- (xiv) To indemnify the Lessor against all claims in respect of damage loss or injury of every description arising directly or indirectly out of the development, use and occupation of the said land and the buildings thereon;
- (xv) Subject to sub-clause (xvi) at the expiry or earlier determination of the term hereby granted, to yield up to the Lessor without charge the said land together with the buildings/structures and appurtenances thereon in good and tenantable condition and state of repair and in clean and sanitary order and condition;
- (xvi) Immediately prior to the expiry or earlier determination of the term hereby granted, to remove any buildings, structures, alterations, additions or structural changes or improvements or any other works built or carried out on or to the said land if so required by the Lessor and in such case to restore the said land to its state as at the commencement of the term hereby granted, in default of which the Lessor may, without prejudice to the Lessor's other rights, proceed to do the same and all costs and expenses incurred by the Lessor shall be recoverable from the Lessee;
- (xvii) To pay all costs and fees legal or otherwise including costs as between solicitor and client in connection with the enforcement of the covenants and conditions herein;
- (xviii) To pay on demand whatever amount(s) of tax charged or chargeable under the Goods and Services Tax Act (Cap. 117A) in relation to the lease of the said land and the supply of any goods or services by or on behalf of the Lessor to the Lessee.

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

- (i) The said development shall at all times –

- (a) be used for residential use only for condominium or flats and no other purpose; and
 - (b) have a total gross floor area not exceeding 27,652 square metres but not less than 24,887 square metres.
 - (ii) The said development shall be constructed and completed and thereafter used and remain at all times in compliance with the provisions of sub-clause (i) of this Clause unless a variation or change thereof is approved in writing by the Lessor, which approval may be given subject to such terms and conditions as the Lessor may impose and provided that if such variation or change will in the opinion of the Lessor result in an enhancement of the value of the said land, the Lessee shall pay the Lessor within such time as may be specified by way of differential premium such amount as the Lessor may determine as the amount representing the enhanced value of the said land.
 - (iii) For the purpose of sub-clause (ii) of this Clause, the enhanced value of the said land shall be determined by the Lessor with reference to the date of the grant of Provisional Permission by the Competent Authority under the Planning Act for the variation or change to sub-clause (i), that requires the Lessor's approval.
 - (iv) No work or development in respect of any variation or change to the provisions of sub-clause (i) that requires the Lessor's approval may be effected, implemented or carried out unless the prior approval in writing of the Lessor 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 premium payable under this Clause is paid to the Lessor.
3. It is further agreed that no royalty shall be reserved to the Lessor under section 7(1)(a) of the State Lands Act (Cap. 314) for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle (the "Excluded Mines and Minerals") found in or upon the said land if the following conditions are both met:
- (a) the Excluded Mines and Minerals is removed, extracted or excavated by the Lessee for the purpose of the said development; and
 - (b) the said removal, extraction or excavation is directly incidental to and reasonably necessary for the said development.

4. Unless otherwise expressly specified or agreed, no failure or delay on the part of the Lessor to exercise any right, power, authority or remedy under this Indenture and no indulgence or forbearance on the part of the Lessor and no extension of time allowed to the Lessee by the Lessor shall operate as a waiver or will in any way affect the subsequent exercise by the Lessor of the same, nor will any single or partial exercise of any right, power, authority or remedy preclude any other or further exercise thereof or the exercise of any other right power authority or remedy. The rights, powers, authorities and remedies provided in this Indenture are cumulative and not exclusive of any rights, powers, authorities or remedies provided by law.

5. AND the Lessor hereby covenants with the Lessee that the Lessee duly performing and observing the covenants conditions and agreements on the part of the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the said land for the term hereby granted without any interruption from the Lessor or from any persons lawfully claiming through under or in trust for him.

6. PROVIDED ALWAYS that if there shall be any breach whether for non-performance or non-observance of any of the Lessee's covenants hereinbefore contained or of any of the terms or stipulations contained in the said Building Agreement on the part of the Lessee to be observed or performed or if the Lessor is at any time entitled to exercise its rights and remedies as set out in Clause 5.2 of the said Building Agreement then and in any such case it shall be lawful for the Collector of Land Revenue or any officer authorised by him in writing on behalf of the Lessor to enter upon and take possession of the said land and buildings thereon or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely cease and determine without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants hereinbefore contained Provided Always that if the said land and the buildings thereon have been mortgaged or charged and there should be any breach of the Lessee's covenants terms and stipulations as aforesaid, the Collector of Land Revenue or other officer authorised as aforesaid shall not enter upon and take possession of the said land and the buildings thereon nor shall the term hereby created cease and determine until the Lessor has served upon the Mortgagee a notice in writing 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.

7. A person who is not a party to this Indenture shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

IN WITNESS WHEREOF the Lessor has caused the Public Seal of the Republic to be hereunto affixed and the Lessee has caused its Common Seal to be hereunto affixed the day and year first above written.

BY THE PRESIDENT'S COMMAND

Collector of Land Revenue
Singapore

The Common Seal of the)
)
Lessee was hereunto affixed)
)
in the presence of:)

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot TS/MK and situated in the District of in the Republic of Singapore as delineated on the Plan annexed hereto and containing an area of square metres more or less.

PARTICULARS OF REGISTRATION

Registered at the Singapore Land Authority, Singapore, this day of Two Thousand and

Collector of Land Revenue
Singapore

**SALE OF SITE
FOR RESIDENTIAL DEVELOPMENT
LAND PARCEL
AT NEW UPPER CHANGI ROAD / TANAH MERAH KECHIL AVENUE
TECHNICAL CONDITIONS OF TENDER**

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PART I

1.0 GENERAL

- 1.1** The Urban Redevelopment Authority (“the Authority”), acting as agent for and on behalf of the Government of the Republic of Singapore (“the Government”), is inviting offers for lease by tender for the Land Parcel at New Upper Changi Road / Tanah Merah Kechil Avenue (“the Land Parcel”). The lease of the Land Parcel is subject to these Technical Conditions of Tender and the Conditions of Tender for the Land Parcel. In these Technical Conditions of Tender, where the context so admits, the expression “the Authority” includes the Government.
- 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 the Control Plans of the Land Parcel supplied in the Developer’s Packet.

PART II

2.0 PLANNING CONCEPT

- 2.1** The Land Parcel is in Bedok Planning Area, which is an established residential area. It is bounded by New Upper Changi Road in the south, Tanah Merah Kechil Ave in the east and Tanah Merah Kechil Link in the north. Surrounding developments include landed housing to the east and proposed Casa Merah condominium development to the north.
- 2.2** The site is easily accessible, being located next to the Tanah Merah MRT Interchange Station which provides connectivity to the city area, Tampines/ Pasir Ris and Changi Airport. It is also conveniently linked to major expressways via the East Coast Parkway and Pan Island Expressway and close to the amenities and recreational facilities in Bedok and Tampines towns.
- 2.3** The Land Parcel shall be developed for a condominium or flats development.

PART III

3.0 PLANNING GUIDELINES

3.1 The planning parameters for the Land Parcel are:

PLANNING PARAMETERS	PROVISION / REQUIREMENT
Site Area	9,875.5 m ²
Land use / Zoning	Residential
Type of proposed Housing Development	Condominium or Flats (Serviced Apartments will not be allowed)
Permissible Gross Floor Area (GFA)	27,652 sqm (maximum) 24,887 sqm (minimum) All tenderers are advised to carry out their own simulation studies to ascertain the achievable Gross Floor Area for the proposed development, particularly if any additional Gross Floor Area allowable under the prevailing Development Control Guidelines (e.g. for balconies in residential projects) is included in the development. Such simulation studies should take into account all relevant considerations including the technical height constraint and existing ground condition of the Land Parcel as well as the possible need to provide basements.
Building Height (maximum)	Subject to technical height constraint of 49m AMSL*

* 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 and lightning conductors), construction equipment and temporary structures within the Land Parcel should not exceed 49m AMSL at all times.

PART IV

4.0 DEVELOPMENT GUIDELINES

4.1 General Guidelines

Development Control

- 4.1.1 The successful tenderer shall comply with the Development Control Guidelines that have been issued or may be issued from time to time by the Competent Authority under the Planning Act.

Car Park

- 4.1.2 The successful tenderer shall provide parking spaces in accordance with the requirements under the latest Parking Places (Provision of Parking Places and Parking Spaces) Rules or any statutory modification and re-enactment thereto.

Access Into State Land

- 4.1.3 For the purpose of entering State Land to do any works for the purpose of or in relation to the proposed development as may be required under these present Technical Conditions of Tender or Conditions of Tender, the successful tenderer shall obtain a Temporary Occupation Licence (TOL) from the Singapore Land Authority (SLA) for 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 SLA may determine.

Deviations from Planning Requirements

- 4.1.4 The requirements set out in this Part 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 this Part. The successful tenderer may submit for the Authority's consideration alternative proposal to any of such requirements. Where the Authority is satisfied that the alternative proposal will also serve to achieve the planning objective relevant to the requirement, the successful tenderer may be allowed to adopt such alternative proposals instead in which event the relevant provisions in this Part shall be deemed to be complied with. The Authority however reserves the absolute discretion to decide whether or not to allow any alternative proposal to be adopted.

4.2 Particular Guidelines

Vehicular Ingress/ Egress

- 4.2.1 Ingress and egress to the Land Parcel shall be taken from Tanah Merah Kechil Avenue and shall be located at least 50m away from road junctions. The exact location of the ingress and egress shall be subject to the requirements and approval of the Land Transport Authority (LTA), Development & Building Control Department.
- 4.2.2 The successful tenderer shall ensure that the services and bin centre access is taken from within the development.

PART V

5.0 TENDER SUBMISSION / OTHER REQUIREMENTS

5.1 Plans of Proposed Development

- 5.1.1 Tenderers are not required to submit plans of the proposed development in their tenders for the Land Parcel.
- 5.1.2 The successful tenderer shall after the acceptance of his tender by the Authority submit plans of the proposed development to the Authority (when required by the Authority) and all relevant Competent Authorities for approval.

5.2 CONQUAS Assessment of Construction Quality

- 5.2.1 The successful tenderer shall be required to refer and submit the proposed development to the Building and Construction Authority (BCA) to be assessed for the construction quality of the building works under the Construction Quality Assessment System (CONQUAS).
- 5.2.2 The successful tenderer shall for the purpose of this Condition comply with all requirements, procedures, directions and request of BCA and shall pay all fees, charges and other amounts payable to BCA for and in relation to the assessment of the construction quality of the proposed development under CONQUAS. The successful tenderer shall also render his full co-operation to BCA, its officers, employees and agents in relation to such assessment under CONQUAS.

**SALE OF SITE FOR
RESIDENTIAL DEVELOPMENT
LAND PARCEL
AT NEW UPPER CHANGI ROAD / TANAH MERAH KECHIL AVENUE**

**CONDITIONS AND REQUIREMENTS OF RELEVANT COMPETENT
AUTHORITIES AND PUBLIC UTILITY LICENSEES
(FOR INFORMATION OF TENDERERS)**

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**SALE OF SITE FOR
RESIDENTIAL DEVELOPMENT
LAND PARCEL
AT NEW UPPER CHANGI ROAD / TANAH MERAH KECHIL AVENUE**

**CONDITIONS AND REQUIREMENTS OF RELEVANT COMPETENT
AUTHORITIES AND PUBLIC UTILITY LICENSEES
(FOR INFORMATION OF TENDERERS)**

1.0 DEFINITION

- 1.1 The Urban Redevelopment Authority ("the Authority"), acting as agent for and on behalf of the Government of the Republic of Singapore ("the Government"), is inviting offers for lease by tender for the Land Parcel at New Upper Changi Road/ Tanah Merah Kechil Avenue ("the Land Parcel"). The lease of the Land Parcel is subject to the Technical Conditions of Tender and the Conditions of Tender for the Land Parcel contained in the Developer's Packet. Where the context so admits, the expression "the Authority" herein shall include the Government.

2.0 GENERAL CONDITIONS AND REQUIREMENTS

- 2.1 The successful tenderer for the Land Parcel is required under the said Conditions of Tender to ascertain the exact and detailed conditions and requirements of all relevant Competent Authorities and Public Utility Licensees in respect of the proposed development thereon and shall at his own cost and expense observe and comply with the same.
- 2.2 Without affecting the generality of paragraph 2.1 above and without prejudice to the obligations of the successful tenderer as set out therein, the contents herein are provided for the information of the tenderers only. Whilst every care and attention has been taken in the compilation and preparation hereof, the Authority does not warrant that the contents herein represent all the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the proposed development on the Land Parcel or that they are free from errors or omissions whatsoever. The contents herein are subject to changes by the relevant Competent Authorities and Public Utility Licensees concerned.
- 2.3 A summary of the initial services requirements of the relevant Competent Authorities and Public Utility Licensees is set out herein. It serves only as an indication of the possible work involved with regards to services, and is by no means exhaustive or final.

2.4 The successful tenderer shall ensure that the following requirements are complied with :-

- a) to consult and liaise directly with the relevant Competent Authorities and Public Utility Licensees regarding the actual locations of all service mains within the Land Parcel and on the requirements and conditions for services diversion, if any, and provision prior to the commencement of site work. All necessary precautions shall be taken by the successful tenderer to safeguard the service mains before they are diverted.
- b) to engage his own licensed Cable Detection Worker and licensed Telecommunication Cable Detection Worker to carry out cable detection and if necessary to carry out trial trenches to locate any manholes and cable routes prior to the commencement of site work. The successful tenderer shall bear the cost of any diversion work.
- c) to ensure that all service mains that do not need to be diverted are identified and provided with protection, if necessary, during the construction stage of the proposed development. The cost of repairs to any damaged service main as a result of work carried out by the successful tenderer shall be borne by the successful tenderer.
- d) to ensure that the relevant Competent Authorities and Public Utility Licensees are allowed free and unconditional access at all times to services that remain within the Land Parcel for the purpose of installation, maintenance, repair and improvement works and all other work and activities incidental thereto.
- e) to make his own arrangements with the relevant Competent Authorities and Public Utility Licensees and pay for the fees and costs of any diversion and/ or "capping off" of existing services, provision of service mains and service connection, if any, in relation with the proposed development.
- f) to provide for all the internal distribution for water, electricity, drainage and sanitary discharge for the proposed development.
- g) to liaise with all the relevant Competent Authorities and Public Utility Licensees on upgrading the road reserves abutting the Land Parcel to ensure that the necessary roadside drains, sidetable, kerb, etc are carried out in accordance with the prevailing Road Reserve requirements.

2.5 The successful tenderer shall be responsible to carry out at his own cost and expense his own site investigation to verify whether there is any sub-structure or other obstructions e.g. footings, piles, tree roots, etc, in the ground of the Land Parcel, and ascertain their effect on the proposed development.

- 2.6 There may be some other existing services affected by the proposed development. The successful tenderer shall inform the relevant Competent Authorities and Public Utility Licensees immediately and bear the necessary cost of diversion and/or "capping off" of these existing services, if any.
- 2.7 In general, no structure shall be sited close to or over existing and proposed services. The successful tenderer shall comply with all requirements as stipulated by the relevant Competent Authorities and Public Utility Licensees.

3.0 PUBLIC UTILITIES BOARD (PUB)

(A) DRAINAGE

3.1 General

- 3.1.1 The planning, design, construction activities and procedures for plan submission shall fully comply with the requirements as stipulated in the prevailing Code of Practice on Surface Water Drainage and The Sewerage and Drainage (Surface Water Drainage) Regulations 1999 and any subsequent addendum to the Code of Practice. The Code of Practice can be downloaded from the PUB website at <http://www.pub.gov.sg/>.
- 3.1.2 In complying with the minimum platform level requirement, the successful tenderer shall ensure that the surface runoff within, upstream of and adjacent to the proposed development can be effectively drained away without causing flooding within the Land Parcel and in the vicinity of the Land Parcel.
- 3.1.3 The development schedule of the Land Parcel shall be properly considered to avoid a situation where Land Parcels and/or lands in the vicinity become 'land locked' without proper drainage outlets.
- 3.1.4 Any Drainage Reserve within the Land Parcel shall be safeguarded. In addition, the successful tenderer shall also ensure that all other existing drains and watercourses within and in the vicinity of the Land Parcel are likewise safeguarded. All existing drains within the Land Parcel shall not be altered or interfered with without prior approval of the Public Utilities Board (PUB).
- 3.1.5 If a proposed roadside drain cannot be fully accommodated within the Road Reserve, the width of the additional Drainage Reserve measured from the Road Reserve Line shall include maintenance access with a width as stipulated and shown in Appendix 1 of the prevailing Code of Practice on Surface Water Drainage.

- 3.1.6 Drainage Reserves safeguarded for open drains may be reduced to optimise land use. The successful tenderer may reconstruct the existing open drains on the Land Parcel as closed drains of ultimate sizes as determined by the PUB. The width of the Drainage Reserve safeguarded for open drains may be reduced in accordance with the Drainage Reserve Requirements for closed drains as shown under Appendix 1 of the prevailing Code of Practice on Surface Water Drainage.
- 3.1.7 Drains/ Drainage Reserves that are cutting across the Land Parcel may be diverted to optimise land use on condition that the proposed diversion is technically feasible and the drain shall be built by the successful tenderer to their ultimate sizes as determined by the PUB. Any proposal to alter or divert the drains shall be submitted to the PUB for approval.
- 3.1.8 The Land Parcel may be affected by common drains and other smaller drains which serve the Land Parcel and areas outside the Land Parcel. Surface runoff from the Land Parcel and all neighbouring lands must be allowed to discharge through the drains within the Land Parcel. Any proposal to alter/ divert these drains shall be submitted to the PUB for approval. Should the successful tenderer intend to make use of these common drains within the Land Parcel for further run-off from its Land Parcel such that the drain width needs to be increased, then a Drainage Reserve shall be imposed accordingly and this Drainage Reserve shall be required to be vested to the State unless otherwise advised by the PUB. The successful tenderer shall also be responsible for the maintenance (structural and cleansing) of smaller drains (without drainage reserve) that are flowing through the Land Parcel.
- 3.1.9 The existing drainage system within and in the vicinity of the Land Parcel shall be upgraded and improved to cater for increased runoff from the proposed development. In addition, new drains, depending on the type and nature of the proposed development may be built within the Land Parcel. Appropriate Drainage Reserves shall be set aside for drains in accordance with the prevailing Code of Practice on Surface Water Drainage.
- 3.1.10 The successful tenderer must incorporate safeguards in his design of the proposed development and also take all necessary precautions to ensure that the works/ construction activities at the Land Parcel will not cause any damage to, affect the structural integrity of, or cause any geotechnical distress or impact on the existing drains/ culverts/ canals.
- 3.1.11 The successful tenderer shall engage a Qualified Person (as defined under the Sewerage and Drainage Act) to submit comprehensive drainage plans, including any proposal to level/ backfill the Land Parcel, to the PUB for comments and approval.

3.1.12 Effective erosion and sediment control measures shall be provided by the successful tenderer and the QP shall advise his developer/owner to provide such effective measures and facilities with inputs from Qualified Erosion Control Professional (including site management system and perimeter cut-off drain, silt traps, storage ponds, treatment plants, etc.) to ensure clean discharge that complies with the statutory requirement. The proposed erosion and sediment control measures shall be submitted by a Qualified Erosion Control Professional (QECP) to Public Utilities Board for approval before commencement of works. All affected watercourses shall be desilted and cleared until completion of work. For reference, the information can be found in the PUB website at, <http://www.pub.gov.sg/ECM>.

3.2 Particular Requirements

3.2.1 Based on information given by the PUB, the minimum platform level (MPL) shall not be lower than the existing adjacent road or ground levels, whichever is higher.

3.2.2 The Land Parcel abuts an existing 2.6m wide Drainage Reserve (DR) along Tanah Merah Kechil Link and Tanah Merah Kechil Avenue, and an existing 12.3m wide DR along New Upper Changi Road measured from the Road Reserve line as shown in the Control Plan and the survey plan.

3.2.3 The successful tenderer shall realign and reconstruct the existing composite drain along Tanah Merah Kechil Avenue into a 2.5m wide closed drain within the Road Reserve and DR at his own cost and expense. The proposed closed drain shall be designed to meet the requirements of all the relevant Competent Authorities.

(B) SEWERAGE

3.3 General

3.3.1 The planning, design and construction and plan submission for sewerage works shall comply fully with the provisions of the Sewerage and Drainage Act, the Sewerage and Drainage (Sanitary Works) Regulations, the requirements as stipulated in the prevailing Code of Practice on Sewerage and Sanitary Works and all other sewerage requirements that may be stipulated from time to time by the Public Utilities Board (PUB).

3.3.2 The successful tenderer shall establish the actual locations and depths of all the sewerage system or sanitary facilities that may be present on the Land Parcel by trial holes or other means. No building or structures shall be erected over or across the public sewers / pumping mains that are present within the Land Parcel. If there is a need to build near public sewers or the pumping mains, the minimum

lateral distance required is as stipulated in the prevailing Code of Practice on Sewerage and Sanitary Works.

- 3.3.3 A thorough site investigation of the development site shall be carried out to determine the exact positions and levels of the existing public sewers prior to the commencement of any works. All practical measures shall be taken to protect the public sewers from damage during construction works. The proposals to protect the public sewers / pumping mains shall be submitted to Water Reclamation (Network) Department of the PUB for approval before the works can be carried out.
- 3.3.4 The successful tenderer is to consult Water Reclamation (Network) Department on any proposed works in the vicinity of the existing sewerage system i.e. within the excavation/ piling works' influence zone or a corridor of 25m from works to be carried out. The guidelines on "Prevention of Damage to the Sewerage System" can be found in the PUB website at <http://www.pub.gov.sg/>.
- 3.3.5 Any proposal to divert the existing public sewers / pumping mains or to raise or lower any existing manholes shall be submitted to Central Building Plan Unit (CBPU / NEA) or the Water Reclamation (Network) Department (PUB) for approval. The works to divert the public sewers / pumping mains or to raise/ lower manholes shall be carried out by the successful tenderer at his own cost and expense.
- 3.3.6 For proposed roads crossing existing/ proposed sewers or pumping mains, the successful tenderer shall ensure that adequate protection measures are provided to the affected existing/ proposed sewers/ pumping mains so as to ensure that they are able to withstand the loadings from the construction activities and necessary vehicular loadings.
- 3.3.7 The successful tenderer shall engage a Qualified Person (as defined under the Sewerage and Drainage Act) to submit plans proposal and detailed plans including the proposed sewerage system for the development to the Central Building Plan Unit (CBPU / NEA) for approval and obtaining the clearance certificate.

3.4 Particular Requirements

- 3.4.1 Based on information given by the Water Reclamation (Network) Department, the sewer connection for the proposed development can be made to the existing 300mm diameter sewer along Tanah Merah Kechil Avenue and Tanah Merah Kechil Link.

(C) WATER

3.5 General

3.5.1 The successful tenderer shall liaise with the Water Supply (Network) Department of the Public Utilities Board (PUB) on the requirements for water supply to the Land Parcel.

3.6 Particular Requirements

3.6.1 Based on information given by the Water Supply (Network) Department, there are existing watermains of 700mm diameter along New Upper Changi Road, 300mm diameter along Tanah Merah Kechil Avenue and 200mm diameter along Tanah Merah Kechil Link.

4.0 ELECTRICITY

4.1 General

4.1.1 The successful tenderer shall liaise with the Transmission Licensee authorised under the Electricity Act for the electricity supply and any other electrical provisions required for the purpose of and in connection with the proposed development.

4.2 Particular Requirement

4.2.1 The successful tenderer shall provide electric substation(s) within the Land Parcel that shall meet the technical requirements specified by the Transmission Licensee.

5.0 TELECOMMUNICATIONS

5.1 General

5.1.1 The successful tenderer shall liaise with the Telecommunication System Licensee authorised under the Telecommunication Act, for the telecommunication supply to the proposed development.

5.1.2 The successful tenderer shall provide all facilities for telecommunication services, such as MDF room, Telecom riser ducts, lead-in pipes and manholes etc, within the Land Parcel. All Telecom facilities shall be provided according to the prevailing Info-communication Development Authority of Singapore (IDA) Code of Practice for Info-communications Facilities in Buildings.

5.1.3 The successful tenderer is advised to consult the relevant Telecommunication System Licensees (e.g. Singapore Telecommunications Ltd, StarHub Pte Ltd, StarHub Cable Vision Ltd,

SP Telecommunications Pte Ltd, etc) early during the planning stage of the proposed development, on the location and diversion of existing Telecoms services.

- 5.1.4 The detailed Telecoms facilities plans for the proposed development shall be submitted to and duly verified by Telecommunication Facility Co-ordination Committee (TFCC) through the CORENET e-submission system, and approved by the IDA prior to the commencement of works.

5.2 Particular Requirement

- 5.2.1 Based on information given by Singapore Telecommunications Ltd., there are existing telecom manholes and cables along New Upper Changi Road and Tanah Merah Kechil Link.

6.0 GAS

6.1 General

- 6.1.1 The successful tenderer shall liaise with the Public Gas Licensee authorised under the Public Utilities Act on the requirements for gas supply to the Land Parcel.

6.2 Particular Requirements

- 6.2.1 Based on information given by PowerGas Ltd, there is an existing 150mm diameter gas main along Tanah Merah Kechil Link and Tanah Merah Kechil Avenue. The successful tenderer shall liaise with PowerGas Ltd for the connection of gas supply, if required, to his proposed development and shall bear the necessary cost and expenses for the connection.

7.0 LAND TRANSPORT AUTHORITY (LTA)

7.1 General

- 7.1.1 The successful tenderer shall locate the service areas, electric substation(s), refuse bin centre and storage lane within the Land Parcel. Access to these service areas, if required, shall be taken via the ingress/egress point as shown on the Control Plan, subject to the requirements and approval of the relevant Competent Authorities.

7.2 Particular Requirements

Road requirements

- 7.2.1 In addition to clause 4.2 of the Technical Conditions of Tender, the successful tenderer shall at his own cost and expense be responsible for any other widening, construction and improvement works of the road reserves and sidetables fronting the Land Parcel, if required by LTA.
- 7.2.2 The technical details, extent and completion date of such works shall comply with the requirements of the LTA and other relevant Competent Authorities in relation thereto.
- 7.2.3 Sufficient queue length is to be provided within the development boundary.

Rail requirements

- 7.2.4 The Land Parcel falls within the railway protection zone and safety zone of the East-West line (EWL) Rapid Transit Systems (RTS). The following conditions shall be complied with:
 - a) The successful tenderer shall submit the proposal to LTA for approval according to the Rapid Transit Systems (Development and Building Works in the Railway Corridor and Railway Protection Zone) Regulations.
 - b) The design and construction of the proposed development shall comply with the technical requirements specified in the “Code of Practice for Railway Protection”.
 - c) Clearance shall be obtained for any restricted activities to be carried out in accordance with the Rapid Transit Systems (Railway Protection, Restricted Activities) Regulations and its amendments. These activities carried out in the railway protection zone shall also satisfy the “Guide to Carrying Out Restricted Activities within Railway Protection and Safety Zone”.
 - d) The proposed development or building works within the Railway Protection Zone shall not start unless a permit is granted by the Authority.

8.0 NATIONAL PARKS BOARD (NParks)

8.1 General

8.1.1 In carrying out the proposed development, the successful tenderer shall, unless otherwise agreed to by NParks, ensure that all trees which are growing or situated on any land designated as a tree conservation area pursuant to the Parks & Trees Act 2005 or on any vacant land, whether such trees are on the Land Parcel or on any neighbouring or adjoining land, or along any common boundary line of such land or lands, shall be protected.

8.1.2 The successful tenderer shall consult NParks early at the planning and design stage on the felling of trees that may be affected by the proposed development.

8.1.3 No fire engine hard-standing area is allowed to encroach into the existing/proposed roadside planting verges.

8.2 Particular Requirements

8.2.1 All roadside trees must be retained. The vehicular access is to be designed such that it is located between the existing roadside trees.

8.2.2 If the existing roadside trees are affected during the process of development and construction works, the successful tenderer shall replace the trees with new ones.