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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 Lorong Lew Lian in the Republic of Singapore as shown on the Control Plans and described as follows:

Location	Site Area (m ²)	Allowable Development
Land Parcel at Lorong Lew Lian	14,001.5	Condominium; or Flats; or With prior written approval, a combination of flats and strata landed houses (Serviced apartments will not be allowed)

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 E** and the form of Lease at **Appendix F**), Technical Conditions of Tender, Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees, Form of Tender, Submission Envelopes, 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 Seven (\$107.00) (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 and submitted to the Authority using the Land Sales Enquiry Form at the Authority's website (https://www.ura.gov.sg/uol/land-sales/contact/lsm_site_enquiry.aspx) not later than **22 October 2015**. The Authority's replies to such queries, doubts and uncertainties shall be sent to the inquirers at their respective email addresses provided in the submitted Land Sales Enquiry Forms not later than **29 October 2015**.

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 E**.

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 F**.

7 Requirement For Development And Other Required Works

- 7.1 The successful tenderer shall be required to develop the said land for a residential development (“the Development”) for -

7.1.1 a condominium; or

7.1.2 flats; or

7.1.3 with the prior written approval of the Authority under Condition 7.4, a combination of flats and strata landed houses;

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.

- 7.3 The successful tenderer shall be required to also carry out the works as stipulated in Condition 5.1 of the Technical Conditions of Tender. Such works (“the Other Required Works”) shall be carried out in accordance with the terms of the relevant provisions of the Technical Conditions of Tender and shall be subject to the approval of all relevant competent authorities.

- 7.4 The successful tenderer shall not develop the said land for the purpose set out in Condition 7.1.3 unless with the prior written approval of the Authority. The successful tenderer shall, as a condition for the Authority’s grant of approval, be required to provide the Authority with the Power of Attorney as mentioned in Condition 65.5. The Authority’s approval shall not be given until and unless such Power of Attorney is provided to the satisfaction of the Authority.

- 7.5 The term “strata landed house” in these Conditions of Tender shall mean a detached house, semi-detached house or terrace house (including a linked-house or townhouse) comprised or to be comprised in a strata title plan registered under the Land Titles (Strata) Act (Cap. 158).

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**.
- 9.2 The Authority shall have the discretion as it deems fit to publish or to disclose to any person any particulars or information relating to the tenderer as provided by the tenderer in the Form of Tender or for the purpose of his tender. The tenderer shall, by the submission of the Form of Tender, be deemed to have consented without any reservations to any such publication or disclosure by the Authority.

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 10-1, 10th Storey, Tower, The URA Centre, 45 Maxwell Road, Singapore 069118 on **5 November 2015** (“the tender submission date”) at or before 12 noon of that day. Room 10-1 will be opened by 9 a.m. on that day.

10.2 The following tenders will be disqualified and will not be considered :

10.2.1 any tender submitted after 12 noon on the tender submission date;

10.2.2 any tender with a tendered sale price less than **\$250,000,000.00**.

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 of Bank</u>	<u>Account Name</u>	<u>Account No.</u>
(a)	DBS Bank Ltd	URA Sale of Sites Account	001-027082-6
(b)	United Overseas Bank Ltd	URA Sale of Sites Account	101-332-077-8
(c)	Oversea-Chinese Banking Corporation Ltd	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 **16 December 2015**, 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 and such disqualified tender will not be considered.
- 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 one or more cashier’s order(s), the Tender Deposit shall be forfeited if the tenderer withdraws his tender after 12 noon on the tender submission date but the cashier’s order(s) shall otherwise 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.

- 18.2 If the Tender Deposit is paid by the provision of one or more Bank/Insurance Guarantee(s) and if the tenderer withdraws his tender after 12 noon on the tender submission date, then the Authority shall be entitled to invoke the terms of the Bank/Insurance Guarantee(s) and forfeit the Tender Deposit but the Bank/Insurance Guarantee(s) shall otherwise 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.
- 18.3 If the Tender Deposit is paid by way of Bank Transfer, 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 by Bank Transfer in Singapore currency to the same bank account from which payment for the Tender Deposit is effected and transferred (the particulars of which shall be specified by the tenderer in the Form of Tender) 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 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(s) as mentioned in Condition 18.3.
- 18.5 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(s) 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 Bank Transfer shall be refunded without interest in accordance with Conditions 18.3 and 18.4 and any cashier's order(s) and/or Bank/Insurance Guarantee(s) for the remaining part of the Tender Deposit shall be returned to all successful 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.
- 18.6 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.

18.7 Where a tender is submitted jointly by two or more tenderers, the tenderers shall appoint one of themselves ('the appointed tenderer') to whom the Authority shall return any cashier's order(s) and/or Bank/Insurance Guarantee(s) in accordance with Conditions 18.1, 18.2 and 18.5. In the event that the tender jointly submitted by the tenderers is not successful, any cashier's order(s) and/or Bank/Insurance Guarantee(s) returned to the appointed tenderer shall be deemed to have been returned to both or all the tenderers for the joint 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 **2 December 2015**.

19.3 The Authority may by notice in writing sent to each tenderer no later than five (5) days before **2 December 2015** 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 court proceedings for bankruptcy have been commenced;
- 21.1.4 persons adjudicated bankrupt;
- 21.1.5 persons who are mentally disordered and incapable of managing themselves or their affairs;
- 21.1.6 companies against which court proceedings for winding up have been commenced or companies in liquidation;
- 21.1.7 companies placed under receivership and receiver appointed to manage their affairs;
- 21.1.8 companies placed under judicial management [or the management of a person duly appointed by a court or authority of competent jurisdiction at their respective place of incorporation or origin (“duly appointed person”)] or for which application has been made for the appointment of judicial manager (or duly appointed person).

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”). 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.
- 22.2 In the event there are two or more highest tenders submitted with the same highest tendered sale price and the Authority has, after due consideration of all the tenders submitted, assessed that either or any one of these highest tenders may be accepted, the Authority shall on or before expiry of the tender validity period as defined in Condition 19.1 carry out a random ballot of the highest tenders to select one of them for acceptance. The tenderers of these highest tenders shall be invited to witness the random ballot on such date and time as specified in the Authority’s invitation to the tenderers. Should either or any of the tenderers of these highest tenders does not wish or is not able to attend to witness the ballot, the Authority shall carry out the ballot in the presence of two other parties as the Authority may select and who are not involved in any stage of the process for the tender of the said land.

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(b) 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 in the foregoing Particulars.

26 Cadastral Survey And Costs 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 Surveyors 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 amounting to **\$4,637.25** (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 And Other Required Works

30 Completion Of Development And Other Required Works

- 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.

- 30.2 The successful tenderer shall also be required to complete at his own cost and expense the Other Required Works in accordance with the requirements of all relevant Competent Authorities and the terms of the relevant provisions of the Technical Conditions of Tender. The Other Required Works shall be deemed to be completed only upon the written confirmation of the relevant Competent Authority that the same is completed in accordance with their requirements and to their satisfaction, and where the Technical Conditions of Tender make specific provision for the completion of a particular item of the Other Required Works, such item shall be deemed to be completed only in accordance with such specific provision.

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 and the Other Required Works, 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 And Works 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 sixty (60) months computed from the date of acceptance of tender by the Authority ("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.
- 36.2 Unless otherwise specified in the Technical Conditions of Tender or by the relevant Competent Authorities, the successful tenderer shall complete the Other Required Works on or before the issue of Temporary Occupation Permit or Permits for the whole of the Development.

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 periods of time required to complete and the dates for completion of the various stages of development 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 reports on the progress of the construction of the Development (“the building construction progress reports”) which shall be in such form as set out in the Authority’s website (<http://www.ura.gov.sg>), by electronic communication to the email address as specified in such form or by such other mode 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 and the Other Required Works to be carried out and completed and as soon as the Development and the Other Required Works are 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 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 :

44.1.1 the development use and occupation of the said land and the Development;

44.1.2 the carrying out of the Other Required Works.

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 C**.
- 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.

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

- 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 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 C**.
- 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 C**.
- 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 Sale Price in accordance with Condition 49;
 - 50.1.2 the payment in full of the costs of the cadastral survey of the said land and the GST chargeable thereon in accordance with Condition 26.2;
 - 50.1.3 the payment in full of all amounts due and payable under Condition 61.1;
 - 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

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

51.1.1 sign the three copies of Building Agreement; and

51.1.2 return to the Authority the original and one duplicate of the Building Agreement 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 redisposal 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.

Execution Of Lease By Successful Tenderer

56 Execution Of Lease

- 56.1 As and when the Lease for the said land is prepared, the Authority shall forward the Lease in duplicate, which is undated and not executed by the

Lessor, to the successful tenderer for execution. The successful tenderer shall upon receipt without delay execute both copies of the Lease. The successful tenderer shall in no circumstances insert a date for the Lease.

57 Return And Issue Of Lease

- 57.1 Upon execution of the Lease in duplicate, the successful tenderer shall within 21 days from the date of receipt of the Lease from the Authority, return to the Authority both copies of the undated Lease.
- 57.2 Upon return to the Authority of the Lease in duplicate duly executed by the successful tenderer, the Lessor shall date and formally issue the Lease for the said land.

Statutory Provisions And Requirements Of Competent Authorities

58 Compliance With Written Law

- 58.1 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.

59 Compliance With Requirements Of Relevant Authorities And Public Utility Licensees

- 59.1 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.
- 59.2 Without affecting the generality of the provisions in Condition 59.1 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.

60 Diversion Of Existing Utility Services

- 60.1 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

61 Payment Of Costs And Expenses

- 61.1 The successful tenderer shall forthwith pay to the Authority on demand –
- 61.1.1 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;
 - 61.1.2 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;
 - 61.1.3 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.

62 Payment Of Taxes, Impositions And Outgoings During Lease Term

- 62.1 After the commencement of and during the term of the Lease, the successful tenderer shall –
- 62.1.1 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;
 - 62.1.2 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

63 No Assignment Of Building Agreement Without Consent

- 63.1 Except as provided in Condition 66.1, 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.

64 Circumstances Where Sale And Sublease Allowed

- 64.1 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 –

- 64.1.1 the provisions of Conditions 23.1 and 51.1 are complied with;
- 64.1.2 such sale, sublease or disposition shall not be for the said land or any part thereof in its vacant or undeveloped state;
- 64.1.3 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;
- 64.1.4 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.

- 64.2 For the purpose of Condition 64.1, 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.

65 Requirement For Non-Singapore Developer To Sell

- 65.1 Where with the prior written approval of the Authority under Condition 7.4 the said land is allowed to be developed for the purpose set out in Condition 7.1.3 and the Development includes strata landed houses, if the successful tenderer or the approved developer, as the case may be, is not a Singapore developer as defined in Condition 65.3 or should at any time cease to be a Singapore developer –

65.1.1 the successful tenderer or the approved developer, as the case may be, shall, without prejudice to the provisions of Condition 64, sell each and every one of the strata landed houses comprised in the Development to Singapore citizens or 'approved purchasers' as defined in the Residential Property Act (Cap. 274) who shall not be –

(a) nominee or nominees of the successful tenderer or the approved developer and where the successful tenderer or the approved developer includes more than one party, the nominee or nominees of any such party; or

(b) where the successful tenderer or the approved developer as the case may be, is or includes a company, related corporation or corporations [as defined in the Companies Act (Cap. 50)] of such company;

within a period of two (2) years from -

(i) the date of the issue of Temporary Occupation Permit by the relevant Competent Authority for such strata landed houses; or

(ii) the date on which the successful tenderer or the approved developer ceases to be a Singapore developer,

whichever is the later; and

65.1.2 the successful tenderer or the approved developer, as the case may be, shall, notwithstanding the provisions of Condition 64, not at any time sublease or let out any of the strata landed houses comprised in the Development.

65.2 Where with the prior written approval of the Authority under Condition 7.4 the said land is allowed to be developed for the purpose set out in Condition 7.1.3 and the Development includes strata landed houses, and if the successful tenderer or the approved developer, as the case may be, has subleased any of the strata landed houses comprised in the Development while being a Singapore developer, the successful tenderer or the approved developer shall immediately upon ceasing to be a Singapore developer terminate any subsisting sublease or tenancy of such strata landed house.

65.3 For the purpose of this Condition, 'Singapore developer' shall mean –

65.3.1 any person who is a citizen of Singapore;

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

- 65.3.3 a Singapore society as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 16 of the said Act; or
- 65.3.4 a Singapore limited liability partnership as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 11 of the said Act.
- 65.4 Where the successful tenderer or the approved developer, as the case may be, includes a party who is not a Singapore developer or who at any time ceases to be a Singapore developer, the successful tenderer or the approved developer shall be deemed to be not a Singapore developer or to have ceased to be a Singapore developer.
- 65.5 The successful tenderer or the approved developer, as the case may be, who seeks the written approval of the Authority to develop the said land for the purpose set out in Condition 7.1.3 shall as a condition for the grant of the Authority's approval and as security for the performance of the obligations of the successful tenderer or the approved developer, as the case may be, under Conditions 65.1 and 65.2 (irrespective of whether the successful tenderer or the approved developer is a Singapore developer) provide the Authority with a Power of Attorney in the form and on the terms and conditions as set out in **Appendix G** duly executed by the successful tenderer or the approved developer, as the case may be, and duly registered with the Registry of the Supreme Court.

66 Circumstances Where Mortgage And Charge Allowed

- 66.1 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 -
 - 66.1.1 the provisions of Conditions 23.1 and 51.1 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;
 - 66.1.2 the draft mortgage in duplicate incorporating the relevant provision and conditions as set out in **Appendix D-1** or the draft charge or assignment in duplicate incorporating the endorsement as set out in **Appendix D-2** 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 provision and conditions or the said endorsement, as the case may be, is vetted or confirmed to be in order by the Authority;

- 66.1.3 the executed mortgage incorporates the said provision and conditions (as vetted or confirmed by the Authority) or the executed charge or assignment incorporates the said endorsement (as vetted or confirmed by the Authority) duly signed by the successful tenderer and the chargee or assignee as the case may be;
- 66.1.4 a copy of the executed mortgage, charge or assignment as mentioned in Condition 66.1.3, 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

67 Debarment For Corruption And Breach

- 67.1 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 –
 - 67.1.1 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;
 - 67.1.2 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;
 - 67.1.3 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 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

68 No Waiver Unless Expressly Agreed

68.1 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

69 Manner Of Payment Of Money

69.1 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.

70 Governing Law

70.1 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.

71 Headings And Sub-Headings

71.1 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.

72 Interpretation Of Words

72.1 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.

73 Manner For Giving Notice Or Document

73.1 Any notice or document to be given to or served on the successful tenderer shall be addressed to the successful tenderer and may be given or served in the following manner:

73.1.1 by leaving it at, or by sending it by pre-paid registered post to –

- (a) in the case of the successful tenderer being an individual, the usual or last known place of residence of the individual;
- (b) in the case of the successful tenderer being a partnership other than a limited liability partnership, the principal or last known place of business of the partnership in Singapore;
- (c) in the case of the successful tenderer being a limited liability partnership or an incorporated company or body, the registered office or principal office of the limited liability partnership or incorporated company or body in Singapore;
- (d) in the case of the successful tenderer being an unincorporated body, the registered address of the unincorporated body in Singapore; or

73.1.2 by leaving it at, or by sending it by pre-paid registered post to, the correspondence address given by the successful tenderer or where applicable, the address given by the successful tenderer under Condition 74.1; or

73.1.3 by sending it by facsimile transmission to the fax transmission number given by the successful tenderer; or

73.1.4 by electronic communication, by sending an electronic communication of the notice or document to the email address given by the successful tenderer.

73.2 Any notice or document sent by –

73.2.1 pre-paid registered post in accordance with Condition 73.1.1 or 73.1.2 shall be deemed to have been duly given or served on the successful tenderer 2 days after the day the notice or document was posted, notwithstanding the fact that it is returned through the post or otherwise as being undelivered;

73.2.2 facsimile transmission in accordance with Condition 73.1.3 shall be deemed to have been duly given or served on the successful tenderer on the day of transmission, subject to receipt on the sending facsimile machine of a notification (by electronic or other

means) of a successful transmission to the fax transmission number given by the successful tenderer;

73.2.3 by electronic communication in accordance with Condition 73.1.4 shall be deemed to have been duly given or served on the successful tenderer at the time of entering the information system addressed to the email address given by the successful tenderer.

73.3 The correspondence address, fax transmission number and email address given by the successful tenderer referred to in Condition 73.1 shall be such address or number given in the Form of Tender (the initial address or number) submitted by the successful tenderer for the tender of the said land or such other address or number given subsequently by the successful tenderer in place of the initial address or number given in the Form of Tender.

74 Foreign Successful Tenderer To Provide Address Of Registered Office Or Address In Singapore

74.1 On or before the expiry of the 90 day period, the successful tenderer –

- (a) if not a Singapore citizen or permanent resident, shall provide the Authority with an address in Singapore; or
- (b) if formed, registered or incorporated outside Singapore, shall provide the Authority with the address of its registered office in Singapore;

to which all notices and documents to be given to or served on the successful tenderer may be addressed and given or served.

75 Exclusion Of Contracts (Rights Of Third Parties) Act

75.1 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.

FORM OF TENDER

Location	Tendered Sale Price <i>(Please indicate total amount in numerics)</i>
Land Parcel at Lorong Lew Lian	S\$

Note: Any tender with a tendered sale price less than S\$250,000,000.00 will not be considered.

Offer to Lease

- 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.

Agreement of Tenderer

- 2 In the event of this tender being accepted, the Tenderer agrees to –
 - a) comply with each and every of the terms and conditions set out or referred to in the said Conditions of Tender;
 - b) where payment of the Tender Deposit mentioned below or part thereof is made by way of Bank/Insurance Guarantee(s), pay by Cashier’s Order a sum equivalent to such guaranteed amount(s) within 7 days of the date of acceptance of this tender;
 - c) 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;
 - d) 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
 - e) 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.

Confirmation by Tenderer

- 3 The Tenderer confirms that the person(s), the company or companies and/or the partners of the firm(s) named under paragraph 6 of this Form of Tender do not fall within the following categories of persons or companies:
 - a) persons under the age of 21 years;
 - b) persons and companies debarred by the Government from participating in tenders or auctions of the ministries and departments of the Government and statutory boards;
 - c) persons against whom court proceedings for bankruptcy have been commenced;

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

- d) persons adjudicated bankrupt;
- e) persons who are mentally disordered and incapable of managing themselves or their affairs;
- f) companies against which court proceedings for winding up have been commenced or companies in liquidation;
- g) companies placed under receivership and receiver appointed to manage their affairs; and
- h) companies placed under judicial management [or the management of a person duly appointed by a court or authority of competent jurisdiction at their respective place of incorporation or origin (“duly appointed person”)] or for which application has been made for the appointment of judicial manager (or duly appointed person).

Use of Deposit under Agreement for Tender by Successful Applicant

(Applicable only to the Successful Applicant who has successfully applied for the sale of this Reserve List site)

- 4 In accordance with the Agreement for Tender dated _____ in respect of the said land and made between the Government and _____ *(please indicate name of successful applicant)*, the “Deposit” as mentioned in the said Agreement for Tender shall be treated as payment in part/in full * of the Tender Deposit.
- 5 Any Cashier’s Order(s) and/or Bank Transfer(s) and/or Bank/Insurance Guarantee(s) stated in paragraph 7 of this Form of Tender shall be for payment of such amount of the Tender Deposit not covered by such “Deposit”.

²Particulars of Tenderer

- 6 Particulars and signature of Tenderer are appended below:

Please complete Table A if the Tenderer or Joint Tenderer(s) is/are person(s) or Table B if the Tenderer or Joint Tenderer(s) is/are company/companies or firm(s):

Table A

	Tenderer **
Name of Tenderer	
NRIC	
Correspondence address	
Tel	
Fax	
Email	
Signature	

* Delete whichever is not applicable.

** Where a tender is submitted by 2 or more persons, this space may be divided into the corresponding number of columns for use.

² The Authority shall have the discretion to publish or to disclose to any person any particulars or information relating to the Tenderer. The Tenderer shall, by the submission of the Form of Tender, be deemed to have consented without any reservations to any such publication or disclosure by the Authority.

Table B

	Tenderer **
Particulars of tendering company/firm * Name Registration No. Address of registered office/place of business * Principal place of business or operation <i>(if tendering company is not incorporated in Singapore, please name city & country)</i> Correspondence address Tel Fax Email	
Additional Information Name of ³ holding company of tendering company <i>(if applicable)</i> Principal place of business or operation of holding company <i>(if holding company is not incorporated in Singapore, please name city & country)</i> Tendering company is part of/associated with _____ Group of companies <i>(if applicable)</i>	
Particulars of authorised person signing on behalf of tendering company/firm * Name NRIC Position in tendering company/firm *	
Signature of authorised person	

* Delete whichever is not applicable.

** Where a tender is submitted by 2 or more companies/firms, this space may be divided into the corresponding number of columns for use.

³ As defined under section 5(4) of the Companies Act (Cap. 50)

Tender Deposit

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

CASHIER'S ORDER(S) <i>(Made payable to "Urban Redevelopment Authority")</i>					
Serial No.		Name of Bank(s)			Amount
i		i			S\$_____
ii		ii			S\$_____
iii		iii			S\$_____
iv		iv			S\$_____
BANK/INSURANCE GUARANTEE(S) <i>[The Bank/Insurance Guarantee(s) shall be in accordance with the form as specified in the Conditions of Tender and remain valid up to and including 16 December 2015]</i>					
Serial No.		Name of Bank(s)/Insurance Company			Amount
i		i			S\$_____
ii		ii			S\$_____
iii		iii			S\$_____
BANK TRANSFER(S) <i>(Amount shall be deposited into URA's bank account before 12 noon on the tender submission date)</i>					
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.	
					S\$_____
⁴ Total Amount					S\$_____

Return and Refund of Tender Deposit

8 If the Tender Deposit is paid by way of Cashier's Order(s) and/or Bank/Insurance Guarantee(s) and in the event that this tender is unsuccessful, the Lessor is hereby authorised to return via courier service the Cashier's Order(s) and/or Bank/Insurance Guarantee(s) as follows:

- a) where the tender is submitted by only a **single** person or company or firm, to the Tenderer at the correspondence address stated in paragraph 6 of this Form of Tender; OR

⁴ The total amount must be at least five percent (5%) of the tendered sale price.

- b) where the tender is submitted jointly by **two or more** persons and/or companies and/or firms, to _____ (*please indicate name of appointed tenderer*) at the correspondence address stated in paragraph 6 of this Form of Tender.
- 9 If the Tender Deposit is paid by way of Bank Transfer and in the event that this tender is unsuccessful, the Lessor is hereby authorised to ⁵refund the amount of Tender Deposit paid by Bank Transfer to the Tenderer by Bank Transfer in Singapore currency to the bank account at the Transferor Bank as stated in paragraph 7 of this Form of Tender.

⁵ Any charges and/or fees imposed by the transferee bank shall be borne and paid by the Tenderer.

**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 LORONG LEW LIAN
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 not applicable.

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 not applicable.

**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 LORONG LEW LIAN
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 not applicable.

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

 one of the tenderers who jointly together with ⁽²⁾.....
 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:)

⁽²⁾ 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 not applicable.

APPENDIX C

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, except where the prior written consent of the Urban Redevelopment Authority (acting as agent for the President of the Republic of Singapore) is obtained, -

- (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 _____ 20__.

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	

- I The following provision shall be set out and incorporated as one of the Covenants and Conditions to the mortgage:

The Mortgagor and the Bank agree to the terms and conditions set forth in the Lessor's Conditions Of Consent For Mortgage attached hereto, subject to which the consent to this Mortgage was given by the President of the Republic of Singapore, the Lessor of the Mortgaged Property, and shall observe and perform such terms and conditions on the part of the Mortgagor and/or the Bank to be observed and performed notwithstanding anything to the contrary contained or referred to in this Mortgage or any other documents in relation or ancillary to the loan and moneys secured by this Mortgage.

- II The following conditions of consent for mortgage shall be incorporated in the mortgage as an attachment or appendix to the mortgage:

LESSOR'S CONDITIONS OF CONSENT FOR MORTGAGE

- 1. The Bank shall hold this Mortgage subject to the terms and conditions of the Building Agreement dated day of20_ made between the Lessor and the Mortgagor and all Supplemental Building Agreements thereto, the State Lease of 99 years computed from in respect of the Mortgaged Property and all Supplemental Leases thereto made or to be made between the Lessor and the Mortgagor.
- 2. All moneys received on any insurance of the Mortgaged Property whether effected by the Bank, the Mortgagor 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 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.

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 on the Mortgaged Property in accordance with the provisions of the said Building Agreement, the Bank shall not exercise its right of sale or foreclosure under this Mortgage unless the prior written consent of the Lessor is obtained.
4. Notwithstanding the provisions of this Mortgage, the said State Lease shall be issued to the Mortgagor and no other person, company or party.

#FORM OF ENDORSEMENT FOR CHARGE OR ASSIGNMENT

....., the Borrower/Assignor, and....., the Bank, hereby acknowledge and accept that the consent by the President of the Republic of Singapore, the Lessor of the Secured/Assigned Property, to this Charge/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 Borrower/Assignor and/or the Bank to be observed and performed notwithstanding anything to the contrary contained or referred to in this Charge/Deed of Assignment or the Mortgage of the Secured/Assigned Property or any other documents in relation or ancillary to the said loan:

1. That the Bank shall take this Charge/Deed of Assignment subject to the terms and conditions of the Building Agreement dated day of 20__ made between the Lessor and the Borrower/Assignor and all Supplemental Building Agreements thereto, the State Lease of 99 years computed from in respect of the Secured/Assigned Property and all Supplemental Leases thereto made or to be made between the Lessor and the Borrower/Assignor.
2. That all moneys received on any insurance of the Secured/Assigned Property whether effected by the Bank, the Borrower/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 Borrower/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 Charge/Deed of Assignment and the said Mortgage.
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 Borrower/Assignor on the Secured/Assigned Property in accordance with the provisions of the said Building Agreement, the Bank shall not exercise its right of sale under this Charge/Deed of Assignment unless the prior written consent of the Lessor is obtained.

To be incorporated into the Charge/Deed of Assignment immediately after execution by the Parties but before the Attestation Certificates

4. That notwithstanding the provisions of this Charge/Deed of Assignment, the said State Lease shall be issued to the Borrower/Assignor and no other person, company or party.
5. 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. *(not applicable for a Charge)*

Dated this day of 20.....

The Common Seal of the)
 Borrower/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

APPENDIX E

Condition 2.1
Condition 5.1

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 sixty (60) 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 3.3;

- 1.1.4 “strata landed house” means a detached house, semi-detached house or terrace house (including a linked-house or townhouse) comprised or to be comprised in a strata title plan registered under the Land Titles (Strata) Act (Cap. 158);
- 1.1.5 “Technical Conditions of Tender” means the Technical Conditions of Tender for the said land as set out in **Annexure B**;
- 1.1.6 “Temporary Occupation Permit” means a Temporary Occupation Permit issued under the Building Control Act (Cap. 29);
- 1.1.7 “the Development” means the residential development for –
- (a) a condominium; or
 - (b) flats; or
 - (c) with the prior written approval of the Lessor, a combination of flats and strata landed houses;
- to be undertaken by the Lessee on the said land pursuant to clause 3.1;
- 1.1.8 “the Lease” means the lease of the said land to be granted by the Lessor to the Lessee pursuant to clause 2.1;
- 1.1.9 “the Other Required Works” means the works as stipulated in Condition 5.1 of the Technical Conditions of Tender and to be carried out by the Lessee pursuant to Clause 3.2;
- 1.1.10 “the said land” means the land described in the Schedule;
- 1.1.11 “the Sale Price” means the sale price of \$ _____ for the lease of the said land;
- 1.1.12 “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 F** 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 also at his own cost and expense carry out and complete the Other Required Works in accordance with the terms and conditions contained herein, the Conditions of Tender and the Technical Conditions of Tender. The Other Required Works shall be deemed to be completed only upon the written confirmation by the relevant Competent Authorities that the same is completed in accordance with their requirements and to their satisfaction, and where the Technical Conditions of Tender make specific provision for the completion of a particular item of the other Required Works, such item

shall be deemed to be completed only in accordance with such specific provision.

- 3.3 The Lessee shall construct and obtain Temporary Occupation Permit for the whole of the Development within the project completion period.
- 3.4 Unless otherwise specified in the Technical Conditions of Tender or by the relevant Competent Authorities, the Lessee shall complete the Other Required Works on or before the TOP Date.
- 3.5 The Development shall be constructed and completed and thereafter used and remain at all times as a development –
 - (a) for residential use only for -
 - (i) a condominium; or
 - (ii) flats; or
 - (iii) with the prior written approval of the Lessor, a combination of flats and strata landed houses; and
 - (b) with a total gross floor area not exceeding 42,005 square metres but not less than 37,805 square metres.

4 DIFFERENTIAL SALE PRICE

- 4.1 Clause 3.5 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 complete the Other Required Works in accordance with clauses 3.2 and 3.4 (time in this respect being also the essence of the contract);
 - 5.1.4 if the Lessee shall fail to pay any sum due under this Agreement;
 - 5.1.5 if the Lessee does not proceed with the works in respect of the Development and the Other Required Works with due diligence;
 - 5.1.6 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;
 - 5.1.7 if this Agreement is or shall become invalid or unenforceable for any reason, or any judgment or order shall be made the effect of which would be to render this Agreement ineffective or invalid;
 - 5.1.8 (where the Development is with the prior written approval of the Lessor for the purpose set out in clause 3.5(a)(iii) and includes strata landed houses) if the Lessee shall where applicable fail to observe and perform the obligations imposed under Conditions 65.1 and 65.2 of the Conditions of Tender.

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 and the Other Required Works or any completed part thereof 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 and any part of the Other Required Works 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.

5.4 Provided also that where the Lessor's right, power and authority to re-enter upon and resume possession of the said land and the buildings and other structures thereon herein mentioned arise or shall become exercisable by reason of clause 5.1.8, the Lessor may in its absolute discretion decide to exercise such right, power and authority only in respect of the strata landed houses referred to in Condition 65.1 of the Conditions of Tender that are not sold or agreed to be sold by the Lessee, including any of the strata landed houses referred to in Condition 65.1 of the Conditions of Tender that is sold or agreed to be sold prior to the Lessor's exercise of its power and authority of entry and possession under clause 5.2 but the sale or agreement for sale thereof is or has thereafter been rescinded, repudiated, avoided or otherwise determined or is or shall become unenforceable, ineffective or invalid for any reason whatsoever, and in such event the provisions of clauses 5.2 and 5.3 shall with the appropriate changes apply only to such strata landed houses.

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 F** 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 _____ 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.

(3) 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 ("the said development") for -
 - (a) a condominium; or
 - (b) flats; or
 - (c) with the prior written approval of the Lessor, a combination of flats and strata landed houses;

⁽³⁾ subject to amendments and modifications as may be rendered necessary or as may be agreed upon between the parties

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);

- (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 tenable 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 in duplicate incorporating the relevant provision and conditions as required by the Lessor or the draft charge or assignment in duplicate incorporating the endorsement as required 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 provision and conditions or the said endorsement, as the case may be, is vetted or confirmed to be in order by the Lessor;
 - (b) the executed mortgage incorporates the said provision and conditions (as vetted or confirmed by the Lessor) or the executed charge incorporates the said endorsement (as vetted or confirmed by the Lessor) duly signed by the Lessee and the chargee;
 - (c) a copy of the executed mortgage or charge as mentioned in sub-clause (x)(b) of this Clause being certified to be a true copy by a solicitor, is furnished to the Lessor within seven (7) days after completion of the mortgage, charge or assignment;
- (xi) Where the said development is with the prior written approval of the Lessor for the purpose set out in sub-clause (i)(c) and includes strata landed houses, and if the Lessee is not a Singapore developer as defined in sub-clause (xii) or if the Lessee should at any time cease to be a Singapore developer –
 - (a) without prejudice to the provisions of sub-clause (viii), to sell each and every one of the strata landed houses comprised in the said development to Singapore citizens or ‘approved purchasers’ as defined in the Residential Property Act (Cap. 274) who shall not be –
 - (1) nominee or nominees of the Lessee; or
 - (2) where the Lessee is or includes a company, related corporation or corporations [as defined in the Companies Act (Cap. 50)] of the Lessee;

within a period of two (2) years from -

(aa) the date of the issue of Temporary Occupation Permit by the relevant Competent Authority for such strata landed houses; or

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

whichever is the later; and

(b) notwithstanding the provisions of sub-clause (viii), not to sublease or let out any of the strata landed houses comprised in the said development; and

(c) if the Lessee has subleased any of the strata landed houses comprised in the said development while being a Singapore developer, to immediately upon ceasing to be a Singapore developer terminate any subsisting sublease or tenancy of such strata landed house;

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

(a) ‘Singapore developer’ shall mean –

(1) any person who is a citizen of Singapore;

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

(3) a Singapore society as defined in the said Act and which holds a valid certificate issued by the Controller of Residential Property under section 16 of the said Act; or

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

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

- (xiii) 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;
- (xiv) 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;
- (xv) 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;
- (xvi) 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;
- (xvii) Subject to sub-clause (xviii) 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;

- (xviii) Immediately prior to the expiry or earlier determination of the term hereby granted, to (at the Lessee's own cost and expense) –
 - (a) 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; and/or
 - (b) restore any or all parts of the said land to its state and condition as at the commencement of the term hereby granted or to a vacant state,

if so required by the Lessor, 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;
- (xix) 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;
- (xx) 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;
- (xxi) That the term 'strata landed house' in this Indenture shall mean a detached house, semi-detached house or terrace house (including a linked-house or townhouse) comprised or to be comprised in a strata title plan registered under the Land Titles (Strata) Act (Cap 158).

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 -
 - (1) a condominium; or
 - (2) flats; or
 - (3) with the prior written approval of the Lessor, a combination of flats and strata landed houses; and
 - (b) have a total gross floor area not exceeding 42,005 square metres but not less than 37,805 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. And Provided also that where the Lessor's right, power and authority to enter upon and take possession of the said land and the buildings thereon herein mentioned arise or shall become exercisable by reason of the Lessee's breach of Clause 1(xi) hereof, the Lessor may in its absolute discretion decide to exercise such right, power and authority only in respect of the strata landed houses referred to in Clause 1(xi) hereof that are not sold or agreed to be sold by the Lessee, including any of the strata landed houses referred to in Clause 1(xi) hereof that is sold or agreed to be sold prior to the Lessor's exercise of its right power and authority of entry and possession herein but the sale or agreement for sale thereof is or has thereafter been rescinded repudiated avoided or otherwise determined or is or shall become unenforceable, ineffective or invalid for any reason whatsoever, and in such event the provisions herein shall with the appropriate changes apply only to such strata landed houses.

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.

8. Where the Lessee consists of two or more persons, all clauses, covenants, conditions, undertakings and agreements whether special or otherwise expressed to be made by or binding on the Lessee shall be deemed to have been made by and be binding on such persons jointly and severally.

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 LotMK and situated 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

APPENDIX G
Condition 65.5

A POWER OF ATTORNEY given on the day of Two Thousand and.....(20....) by a company incorporated in and having its registered office at (hereinafter referred to as "the Lessee").

WHEREAS :

- (1) The Lessee has agreed to enter into a Building Agreement (hereinafter referred to as "the Building Agreement") with the President of the Republic of Singapore and his Successors-in-Office (hereinafter referred to as "the Lessor") in respect of the land more particularly described in the Schedule hereto (hereinafter referred to as "the said land").
- (2) One of the terms and conditions of the Building Agreement is that the Lessee shall comply with the terms and conditions of the Conditions of Tender for the said land.
- (3) This Power of Attorney is given as a condition for the Lessor's approval for the Lessee to develop the said land for a residential development for a combination of flats and strata landed houses as referred to in Condition 7.1.3 of the Conditions of Tender and pursuant to Condition 65.5 of the Conditions of Tender to secure the performance of the obligations imposed on the Lessee under Conditions 65.1 and 65.2 of the Conditions of Tender.

NOW THIS DEED WITNESSES AND DECLARES as follows –

1. All words and expressions used herein which have been defined in the Building Agreement have the same meaning herein as they have in the Building Agreement unless otherwise specifically provided herein.
2. The Lessee hereby appoints the Commissioner of Lands at 55 Newton Road, #12-01, Revenue House, Singapore 307987 (hereinafter referred to as "the Attorney" when acting pursuant to such appointment), as agent of the Lessor, as the true and lawful attorney of the Lessee and in the name of the Lessee or otherwise and on the Lessee's behalf and at the Lessee's expense at any time after the notification in writing by the

Lessor to the Lessee (hereinafter referred to as "the said notification") that in the opinion of the Lessor there is a breach of any of the Lessee's obligations under Condition 65.1 and 65.2 of the Conditions of Tender and consequently an Event of Default pursuant to Clause 5.1.8 of the Building Agreement, to do all or any of the following acts, things and deeds:

- (a) to sell any and all of the strata landed houses comprised in the Development as defined in the Building Agreement for the purpose set out in clause 3.5(a)(iii) therein which the Lessee has not sold or agreed to sell prior to the said notification by the Lessor to the Lessee (hereinafter referred to as "the unsold strata landed houses" which expression shall include any of the said strata landed houses sold or agreed to be sold by the Lessee prior to the said notification by the Lessor but the sale or agreement for sale thereof is or has thereafter been rescinded repudiated avoided or otherwise determined or is or shall become unenforceable, ineffective or invalid for any reason whatsoever) whether by auction, tender or private treaty and on such terms and conditions and in such manner and for such consideration as the Lessor shall in its absolute discretion deem fit;
- (b) to execute, deliver and otherwise complete and perfect the lease (hereinafter referred to as "the said Lease") of the said land referred to in Clause 2.1 of the Building Agreement;
- (c) to take and accept delivery of the Duplicate Certificate of Title or other documents of titles relating to the Lessee's leasehold interest in the said land;
- (d) to apply to the relevant Competent Authority for approval to subdivide the Development and to complete the necessary forms and applications and to sign any other documents and plans as may be necessary or desirable for such purpose;
- (e) to apply to the Singapore Land Authority and/or other Competent Authority for issue of Subsidiary Strata Certificates of Title or other documents of titles in respect of all or any of the strata landed houses and other subdivided units comprised in the Development and to complete the necessary forms and applications and to sign any other documents and plans as may be necessary or desirable for such purpose;
- (f) to take and accept delivery of the Subsidiary Strata Certificates of Title and/or other documents of titles relating to all or any of the strata landed houses and other subdivided units comprised in the Development;

- (g) to sign and execute such further agreements, assurances, deeds and/or instruments and/or do such acts or things and/or make such payments as may be necessary or desirable effectually to sell and transfer titles in respect of all or any of the unsold strata landed houses to and vest the same in the purchasers or such other party or parties as the Attorney shall deem necessary or expedient;
- (h) to rescind or repudiate or cancel any of the sale and purchase agreements entered into by the Attorney or any person or persons duly authorised by the Attorney hereunder (hereinafter referred to as "authorised persons") by virtue of the provisions of sub-clauses (m) and (n) hereof for any of the unsold strata landed houses or to accept the surrender of any rights thereunder by the purchaser or purchasers thereunder on such terms as the Attorney shall in his absolute discretion think fit;
- (i) to add to, vary or waive the terms of any of such aforesaid sale and purchase agreements for any of the unsold strata landed houses or any of the rights of the vendor or vendors thereunder as the Attorney shall in his absolute discretion think fit;
- (j) to receive and give valid receipts and discharges to the purchasers of any of the unsold strata landed houses for any payment made in respect of their purchase of the same;
- (k) to notify, caveat, register or otherwise claim any interest in any one or more of the unsold strata landed houses and to remove or apply for the removal of any notification, caveat or registration claiming any interest in any one or more of the unsold strata landed houses and to execute any document or do any act or thing in relation thereto;
- (l) to commence, prosecute, defend, compromise, settle, abandon or otherwise deal with in such manner as the Attorney may at his absolute discretion deem fit any proceedings in Court or otherwise in any matter or cause relating whether directly or indirectly to any one or more of the unsold strata landed houses;
- (m) to employ, retain and appoint such solicitors, agents, consultants or other persons and on such terms and conditions as the Attorney shall in his absolute discretion think fit and to give and delegate to such solicitors, agents, consultants or other persons all or any of the powers, authorities and discretions conferred hereby in respect of any matter or thing as the Attorney may in his absolute discretion think fit;

- (n) to substitute and appoint as attorney in the Attorney's place on such terms and at such remuneration as the Attorney may think fit one or more attorney or attorneys to exercise for the Lessee as the Lessee's attorney or attorneys any or all the powers and authorities hereby conferred and to revoke or discharge any such appointment from time to time and to substitute or appoint any other or others in the place of such attorney or attorneys as the Attorney shall from time to time think fit and the power and authority to so substitute, appoint, revoke or discharge shall be deemed to have been duly exercised if exercised by or for and on behalf of the Attorney under the hand of the Attorney, the Commissioner of Lands, Singapore Land Authority or any other officer for the time being employed by the Singapore Land Authority;
 - (o) to make such payment and execute, sign, seal or deliver or otherwise perfect all other deeds, assurances, agreements, instruments whatsoever and generally to do or cause to be done all acts and things whatsoever whether expressly mentioned herein or not as may be deemed necessary or advisable by the Attorney for the purposes of exercising all or any of the powers, authorities and discretion conferred or created hereby and for the purposes of putting into effect the intent of the provisions of Clause 2 hereof.
3. A certificate in writing by the Lessor, the Attorney or an authorised person that the said notification has been duly made shall be deemed to be sufficient proof for all persons dealing with the Lessor, the Attorney or authorised persons that the said notification has in fact been duly made.
 4. The Lessee hereby further declares that the powers, authorities and discretion hereby conferred or created are given for valuable consideration and shall be and remain irrevocable for the period of 99 years from the commencement date of the Lease as specified in Clause 2.1 of the Building Agreement.
 5. The Lessee hereby agrees that the Lessor, the Attorney or authorised persons shall not be liable in any way for any loss or damage that the Lessee may suffer or incur as a result or by reason of the exercise by the Attorney or authorised persons of any of the powers, authorities and discretion conferred or created hereby.

6. Any opinion, act, notification or certification required of the Lessor hereunder shall be deemed to have been duly given or done if such opinion, act, notification or certification is given or done for and on behalf of the Lessor by the Commissioner of Lands, Singapore Land Authority or any other officer for the time being employed by the Singapore Land Authority.

7. The Lessee hereby declares that all agreements, assurances, deeds, instruments and documents executed on behalf of the Lessee by the Attorney or authorised persons shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been duly and properly executed by the Lessee and the Lessee hereby undertakes to ratify whatsoever the Attorney or authorised persons shall lawfully do or cause to be done by virtue of this Deed and to indemnify the Lessor, the Attorney and authorised persons against all costs expenses losses or damages incurred or suffered by the Lessor, the Attorney or authorised persons in relation to the exercise of any of the powers, authorities and discretion conferred or created hereby, including the administrative costs of the Lessor, the Attorney or authorised persons of such amount as determined and certified in writing by the Lessor, the Attorney or an authorised person and notified to the Lessee (which certificate shall be deemed to correctly set out the proper amount of such administrative costs save for manifest error on the face of such certificate) and the Lessee agrees that without prejudice to the rights and remedies of the Lessor, the Attorney or authorised persons to be paid and reimbursed in full for such costs (including administrative costs), expenses, losses or damages as aforesaid by the Lessee, the Attorney or authorised persons may deduct such amount or amounts from the net proceeds received by the Attorney or authorised persons from the sale of the unsold strata landed houses and apply such deduction or deductions for the payment to or reimbursement of the Lessor, the Attorney or authorised persons.

IN WITNESS WHEREOF the Lessee has hereunto affixed its Common Seal the year and day first abovementioned.

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot TS/MK and situated in the REPUBLIC OF SINGAPORE and estimated to contain an area of square metres more or less.

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

) DIRECTOR
)
)
) SECRETARY

I, _____ an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practising in Singapore HEREBY CERTIFY that on the ____ day of _____ 20__ the Common Seal of _____ was duly affixed to the within instrument at Singapore in my presence in accordance with the regulations of the said Company (which regulations have been produced and shown to me)

Witness my hand this _____ day of _____ 20__.

**SALE OF SITE
FOR RESIDENTIAL DEVELOPMENT
LAND PARCEL
AT LORONG LEW LIAN**

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 Lorong Lew Lian (“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 located along Upper Lorong Lew Lian within the Serangoon Planning Area and is zoned for residential development.
- 2.2 The site is conveniently linked to the Central Expressway via Upper Serangoon Road and Braddell Road. Serangoon MRT station will provide easy access to all parts of the island via the North-East Line (NEL) and the Circle Line (CCL).
- 2.3 The Land Parcel is located within an established residential estate and near to commercial amenities at Serangoon Town Centre, NEX Shopping Mall and Heartland Mall.

PART III

3.0 PLANNING GUIDELINES

3.1 The planning parameters for the Land Parcel are:

PLANNING PARAMETERS	PROVISION / REQUIREMENT
Site Area	14,001.5 m ²
Land use/Zoning	Residential
Type of Proposed Housing Development	The proposed residential development shall be for: a Condominium; or b Flats; or c With prior written approval, a combination of flats and strata landed houses. Serviced Apartments will not be allowed.
Permissible Gross Floor Area (GFA)	42,005 m ² (maximum) 37,805 m ² (minimum) All tenderers are advised to carry out their own simulation studies to ascertain the achievable Gross Floor Area (GFA) for the proposed development, particularly if any additional GFA 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 conditions of the Land Parcel as well as the possible need to provide basements.
**Building Height (maximum)	*Subject to a technical height control of 64 m AMSL.
Floor to Floor Height	The development must comply with the prevailing Development Control Guidelines issued or may be issued by the Competent Authority under the Planning Act (Cap 232).
Building Setback/Buffer	
Building Coverage/ Communal Open Space	
Building Layout	

* AMSL means Above Mean Sea Level.

** Tenderers are to ensure that all buildings (inclusive of all structures and fixtures above the roof-top such as TV antennas, water tanks, lift motor rooms, cranes, maintenance equipment and lightning conductors), construction equipment and temporary structures, such as cranes, piling rig, etc within the Land Parcel should not exceed 64 m 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 prevailing Development Control Guidelines issued or may be issued by the Competent Authority under the Planning Act (Cap 232).
- 4.1.2 Where applicable, the successful tenderer's Qualified Person shall submit a Development Statement of Intent (DSI) together with their development proposal submitted to the Competent Authority under the Planning Act (Cap. 232) at the formal submission stage as per prevailing guidelines and circulars issued by the Competent Authority.

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 SLA may determine.

Car and Bicycle Parking

- 4.1.4 The proposed development on the Land Parcel shall be designed to comply with the full physical parking requirements under the prevailing Parking Places (Provision of Parking Places and Parking Spaces) Rules or any statutory modification and re-enactment thereto.
- 4.1.5 The design of the parking places (including loading / unloading areas) shall allow for adequate vehicle queuing length within the development for vehicles entering to prevent causing congestion along the main road.
- 4.1.6 Any at-grade car parking and the ingress and/or egress to any basement car park or car parking building shall be located away from the adjacent landed housing estate along the eastern site boundary.
- 4.1.7 To facilitate cycling as a mode of transportation to major transport nodes and key amenities, the successful tenderer is required to construct and provide bicycle parking(s) to

accommodate a minimum number of bicycle parking lots within the Land Parcel at the rate of 1 lot for every 6 dwelling units or prevailing requirements set out by the relevant Competent Authority at the formal submission stage.

- 4.1.8 The successful tenderer is encouraged to provide sheltered bicycle parking(s). Bicycle parking area(s) proposed based on dimensions illustrated in Annex B of Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees can be considered for GFA exemption. Any provision above the minimum requirement will be subject to evaluation. The bicycle parking area(s), once approved, will not be allowed to be converted for other uses without the approval of the Authority and the relevant Competent Authorities.
- 4.1.9 The design and layout of the bicycle parking facilities will be subject to the requirements and approval of the Authority and the relevant Competent Authorities at the formal submission stage and as set out in Clause 7.2.10 to 7.2.21 of the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees.

Deviations from Planning Requirements

- 4.1.10 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 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 proposal 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 Access

- 4.2.1 Vehicular access to the Land Parcel shall be taken from Lorong Lew Lian, furthest away from the junction of Upper Serangoon Road and Lorong Lew Lian, and is to be located at least 15 m away from the opposite access and away from the landed housing along the eastern site boundary as shown indicatively in the Control Plan.

- 4.2.2 Direct vehicular access from Upper Paya Lebar Road and Upper Serangoon Road is not allowed.
- 4.2.3 The successful tenderer shall ensure that access to service areas (e.g. bin centre, electrical substation, loading / unloading areas) shall be taken from within the development. Service access taken directly from the public roads will not be allowed.
- 4.2.4 The exact location, number and detailed proposal for the access point(s) and the traffic layout and arrangement are subject to the requirements and approval of the Land Transport Authority (LTA) and other relevant Competent Authorities.

Temporary Construction Access

- 4.2.5 Access to the Land Parcel for construction shall be taken from Lorong Liew Lian, subject to the approval of LTA. However, application for construction access from Upper Paya Lebar Road or Upper Serangoon Road will be evaluated upon application by the successful tenderer.

Location of Bin Centre

- 4.2.6 The bin centre shall be sensitively located within the Land Parcel such that it does not become a nuisance to residents in the surrounding developments. The entrance of the bin centre shall face inwards within the development.
- 4.2.7 The successful tenderer shall ensure that the bin centre and its entrance area, including any parking space for refuse trucks, are located away from the adjacent landed housing estate along the eastern site boundary.
- 4.2.8 The service driveway for the bin centre is to be integrated within the Land Parcel and the length of the service driveway must be able to accommodate all service vehicles.
- 4.2.9 Lush planting and / or screening shall be provided to screen the bin centre and service areas from view of the residents in the adjacent landed houses, and users of the surrounding public roads and walkways.

Demolition of Existing Buildings within the Land Parcel

- 4.2.10 There are existing buildings and abandoned services located within the Land Parcel. The successful tenderer is required at his own cost and expense to demolish these buildings and remove any abandoned services and / or divert any existing services as part of the development works for the Land Parcel.

- 4.2.11 The successful tenderer shall ensure that the buildings and services, if any, within the vicinity of the works are not damaged or in any way affected by the demolition works at all times.

Protection of Existing Retaining Walls, Slopes / Embankments

- 4.2.12 There are existing retaining walls, slopes / embankments along and within the boundaries of the Land Parcel, as shown indicatively in the planimetric survey plan. The successful tenderer shall comply with all requirements from the relevant Authorities, if any, if the development works affect any slopes / embankments.
- 4.2.13 Upon being granted possession of the Land Parcel, the successful tenderer shall take all necessary measures to ensure the stability of existing slopes / embankments.
- 4.2.14 The successful tenderer shall indemnify the State against all claims and / or damages which may arise either directly or indirectly from any instability rendered to the existing slopes / embankments by any cause whatsoever or by any works carried out by the successful tenderer or by his servants and / or agents.

PART V

5.0 OTHER REQUIRED WORKS

5.1 Road Widening Works

- 5.1.1 Based on LTA's requirements, the successful tenderer shall, at his own cost and expense, widen the stretch of Lorong Lew Lian abutting the western boundary of the Land Parcel as shown indicatively in the Control Plan.
- 5.1.2 The successful tenderer shall submit a detailed proposal to the LTA and all other relevant Competent Authorities for approval in accordance with Section 18 of the Street Works Act and its Street Works (Public Street Works) Regulations and the prevailing standards and Code of Practice of the relevant Competent Authorities.
- 5.1.3 The road widening works are to be completed prior to the issuance of Temporary Occupation Permit (TOP) or Permits for the whole of the proposed development. The said road, drains and associated works shall be deemed to be completed upon the issuance of Certificate of Statutory Completion (CSC) for the required works by the LTA.

- 5.1.4 The successful tenderer shall maintain the completed road works as part of the development at his own cost and expense to the satisfaction of the LTA, the Public Utilities Board (PUB) and other relevant Competent Authorities during the Maintenance Period (MEP) and until such time when they are handed over to the State for ownership and maintenance.
- 5.1.5 The successful tenderer is required to obtain a TOL from the SLA for the area required for the widening works and the area shall not be used for other purposes and is to be kept free of obstruction. The successful tenderer shall allow the general public and the owners/occupiers of adjacent developments access and use of the said TOL area at all times if required, without any charge, payment, hindrance, obstruction or restriction whatsoever.

Relocation of bus bay and bus shelter along Upper Serangoon Road

- 5.1.6 The existing bus bay and bus shelter along Upper Serangoon Road will be affected by the widening of Lorong Lew Lian. The successful tenderer shall at his own cost and expense relocate the bus bay away from the junction of Lorong Liew Lian as shown indicatively in the Control Plan.
- 5.1.7 The successful tenderer shall liaise with the LTA for the relocation of the existing bus shelter together with all the fixtures (such as advertisement panels, signage etc). The cost and expenses for the relocation works for the bus shelter shall be borne by the successful tenderer.

PART VI

6.0 TENDER SUBMISSION / OTHER REQUIREMENTS

6.1 Public Communications Plan

- 6.1.1 The successful tenderer is required to carry out a public communications plan as part of the efforts to keep the local community informed of the development plans for the Land Parcel.
- 6.1.2 The local community is defined as the residents and administration of developments within a 100 m radius of the Land Parcel. This includes all residents of HDB flats, private condominiums / flats and landed houses, Management Corporation Strata Title (MCST) committee of private condominiums, Chairperson of Residents' and Neighbourhood Committees, Constituency Director of the Constituency Office and General Managers of Town Councils, the administration of schools and other institutions.

Stage 1: Prior to submission of application for Written Permission

- 6.1.3 The successful tenderer is required to submit to the Authority within 2 months from the date of the award of tender a duly completed Form A (a copy of which is contained in the Developer's Packet), setting out the public communication plan for the proposed development for the Authority's information.
- 6.1.4 Prior to the erection of any hoarding or commencement of any clearance and / or tree-felling on the Land Parcel, the successful tenderer shall distribute flyers to the local community containing brief information on the development project, including widening of the stretch of Lorong Lew Lian abutting the western boundary of the Land Parcel and the contact details of the successful tenderer and the hotline numbers of the relevant departments in the Building and Construction Authority (BCA), National Environment Agency (NEA), the Ministry of Manpower (MOM) and the Urban Redevelopment Authority (URA).
- 6.1.5 The successful tenderer shall submit to the Authority after the distribution of flyers to the local community a duly completed Form B (a copy of which is contained in the Developer's Packet) verifying that the requirements set out in Condition 6.1.4 have been complied with. Upon confirming that the declaration provided by the successful tenderer is in order, the Authority will give written consent for the successful tenderer to proceed with the submission of an application to the Competent Authority under the Planning Act (Cap. 232) for Written Permission ("development application") for the proposed development on

the Land Parcel. The successful tenderer shall not submit any development application for the proposed development on the Land Parcel without the prior written consent of the Authority as mentioned above.

- 6.1.6 Upon receiving the Authority's written consent, the successful tenderer may proceed with the erection of hoarding, on which the contact details of the successful tenderer and the hotline numbers of the relevant departments in BCA, NEA and MOM shall be prominently displayed.

Stage 2: Prior to resubmission of application subsequent to the grant of Provisional Permission

- 6.1.7 After the grant of Provisional Permission by the Competent Authority under the Planning Act (Cap. 232) for the proposed development, the successful tenderer shall distribute additional flyers to the local community containing detailed information on the development project. The information to be provided shall include but is not limited to the following:

- a. Project information (e.g. type of development, number of units, storey height, vehicle access points);
- b. Key milestones in the construction programme [e.g. commencement and duration of piling works, expected date of issuance of Temporary Occupation Permit (TOP)];
- c. Schematic site layout showing the location of building blocks and facilities such as the bin centre, electrical substation, BBQ pits, etc.;
- d. Details of proposed measures to mitigate the impact of development to the surrounding environment and users;
- e. Contact details of the successful tenderer for the community to highlight issues such as noise and dust arising from the construction activities, and to provide feedback on the proposal;
- f. Indicative timeframe for the community to respond to the proposal, which shall be at least 2 weeks from the date the flyers are distributed; and
- g. The hotline numbers of the relevant departments in BCA, NEA, MOM and URA.

- 6.1.8 After the distribution of flyers, the successful tenderer shall submit to the Authority a duly completed Form C (a copy of which is contained in the Developer's Packet) verifying that the requirements set out in Condition 6.1.7 have been complied with and detailing the preliminary feedback received from the local community for the Authority's information, if any. Upon confirming that the declaration provided by the successful tenderer is in order, the Authority will give written consent for the successful tenderer to proceed with the resubmission of the application subsequent to the Provisional Permission granted by

the Competent Authority under the Planning Act (Cap. 232), which shall be made no earlier than 3 weeks from the date the flyers are distributed. The successful tenderer shall not resubmit any application for the proposed development on the Land Parcel without the prior written consent of the Authority as mentioned above.

- 6.1.9 As part of the resubmission of the application subsequent to the Provisional Permission granted by the Competent Authority under the Planning Act (Cap. 232), the successful tenderer shall submit to the Competent Authority duly completed Form D (a copy of which is contained in the Developer's Packet), which is a final collation of the feedback received on the proposed development, if any. The developer is also to explain how the development proposal seeks to sensitively address the concerns raised by the local community, if any.
- 6.1.10 The successful tenderer shall not commence structural works until the Authority has given written consent for the successful tenderer to proceed to apply to BCA for the permit to commence structural works, or has granted Written Permission under the Planning Act (Cap. 232).

Approval of flyers prior to distribution

- 6.1.11 The successful tenderer is required to submit a copy of the flyers mentioned in Conditions 6.1.4 and 6.1.7 to the Authority before the distribution of the said flyers to the local community for the Authority's approval.

6.2 CONQUAS Assessment of Construction Quality

- 6.2.1 The successful tenderer is 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).
- 6.2.2 The successful tenderer shall, for the purpose of this Condition, comply with all requirements, procedures, directions and requests 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
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LAND PARCEL
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**CONDITIONS AND REQUIREMENTS OF RELEVANT COMPETENT
AUTHORITIES AND PUBLIC UTILITY LICENSEES
(FOR INFORMATION OF TENDERERS)**

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**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 Lorong Lew Lian (“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:-
- 2.4.1 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.
 - 2.4.2 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.
 - 2.4.3 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.
 - 2.4.4 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.
 - 2.4.5 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.
 - 2.4.6 To provide for all the internal distribution for water, electricity, drainage and sanitary discharge for the proposed development.
 - 2.4.7 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 his own site investigation at his own cost and expense 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 2007 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/general/code/Pages/default.aspx>.
- 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 Parcel 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/ 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 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 drains shall be built by the successful tenderer to their ultimate sizes as determined by PUB. Any proposal to alter/ 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, disturb, fill, block, interfere or 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 runoff 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/ 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 [(QP), 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 measures shall be submitted by a Qualified Erosion Control Professional (QECP) to PUB 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 www.pub.gov.sg/ECM.

3.1.13 PUB has in 2006 launched the Active, Beautiful and Clean (ABC) Waters Programme. As part of the Programme, PUB has launched ABC Waters design guidelines which provide ideas on how natural runoff treatment systems termed ABC Waters design features such as rain gardens, vegetated swales and bioretention swales can be integrated within a development. These features detain/slow down stormwater runoff and improve water quality by using plants and soil. They also enhance the landscape and biodiversity of the development. Specific information on the design of these features can be found at the website: <http://www.pub.gov.sg/abcwaters/abcwatersdesignguidelines/pages/abcdesignguidelines.aspx>

PUB requests that ABC Waters design features be implemented within the development to detain and clean the stormwater runoff near the source before discharging into the waterway. PUB also requests that this development achieves ABC Waters certification. Information regarding ABC Waters Certification can be found via the link: <http://www.pub.gov.sg/abcwaters/ABCcertified/Pages/default.aspx>.

3.1.14 Developments greater than or equal to 0.2 hectares in size are required to control the peak runoff discharged from the development sites. The maximum allowable peak runoff to be discharged to the public drains will be calculated based on a runoff coefficient of 0.55, and for design storms with a return period of 10 years and for various storm durations of up to 4 hours (inclusive). Peak runoff reduction can be achieved through the implementation of ABC Waters design features and structural detention and retention features, such as:

- Detention tanks;
- Retention/sedimentation ponds;
- Wetlands;
- Green roofs;
- Planter boxes;
- Bioretention swales;
- Porous pavements;
- Bioretention basins or rain gardens, etc.

The QP shall be required to submit details (calculations and/or hydraulic model results) showing how the proposed system meets the required peak runoff rates. Due consideration shall be given to meeting ABC Waters stormwater quality objectives, which will often require treatment of stormwater runoff using ABC Waters design features. For design guidance on the ABC Waters design features, developer/QPs can refer to the ABC Waters Guidelines and relevant chapters in the Engineering Procedures, available on the PUB website.

3.2 Particular Requirements

- 3.2.1 Based on the information given by the PUB, the minimum platform level (MPL) shall be 600 mm above the adjacent road or ground levels, whichever is the highest.
- 3.2.2 There is an existing common drain within the Land Parcel, which is also serving the existing electrical sub-station (ESS). The successful tenderer shall ensure that the surface runoff from the ESS shall continue to discharge into the existing common drain. The existing common drain shall not be altered or interfered without the prior approval of the PUB.
- 3.2.3 The Land Parcel is partially within the Punggol-Serangoon and Marina Water Catchment Area. Pollution control measures shall be adopted during construction and occupation of the Land Parcel. All sewage and sullage water shall be discharged into public sewers.

(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 carry out works or activities 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 25 m / 36 m (DTSS tunnel & facilities) 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 Department (CBPD/ 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 proposal and detailed plans including the proposed sewerage system for the development to the Central Building Plan Department (CBPD/ NEA) for approval and obtaining the clearance certificate.

3.4 Particular Requirements

- 3.4.1 Based on information given by the Water Reclamation (Network) of the PUB, the sewer connection for the proposed development shall be made to the proposed 300 mm diameter sewer along Lorong Lew Lian as shown in Annex A-1. The proposed 300 mm diameter sewer by the PUB is expected to be commissioned by mid-2018. The indicative sewer commissioning date of mid-2018 is based on the assumption that the proposed sewer works can be carried out and completed as scheduled without any complications or delay. The State shall not be responsible for any delay in completion of the proposed sewer works, whatsoever.

3.4.2 The successful tenderer shall seek planning and building plan approvals from the Central Building Plan Department (CBPD), PUB and the National Environment Agency (NEA), Housing Development Board (HDB), Land Transport Authority (LTA), Singapore Land Authority (SLA) and all relevant Competent Authorities and comply with all requirements as imposed by them, prior to commencement of work for the sewer connection.

(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 of the PUB, there is an abandoned 100 mm diameter watermain within the Land Parcel as shown in Annex A-2. According to PUB, this watermain can be capped off without cost when the existing buildings are demolished.

3.6.2 There are also existing watermains along the following roads:

- a. 300 mm diameter watermain along Lorong Lew Lian;
- b. 500 mm and 800 mm diameter watermains along Upper Serangoon Road; and
- c. 300 mm and 800 mm diameter watermains along Upper Paya Lebar Road.

3.6.3 In addition, the successful tenderer is to note that the existing 800 mm diameter watermain is in close proximity to the sale site boundary along Upper Paya Lebar Road. The successful tenderer shall at his own cost and expense carry out trial trench/ holes to determine the exact alignment and levels of this 800 mm diameter watermain during the design stage and ascertain whether they will be affected by the development works.

3.6.4 The successful tenderer is required to consult PUB Water Supply (Network) Department prior to any construction works in the vicinity of the existing 800 mm watermain.

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 Requirements

- 4.2.1 Based on information given by SP PowerGrid (SPPG), there are existing low voltage (LV) cables, high tension (HT) of 6.6kV and 22kV cables near to and within the Land Parcel along the boundary next to Upper Serangoon Road. The successful tenderer shall engage a Licensed Cable Detection Worker (LCDW) to carry out underground cable detection work to locate the existing cables. The successful tenderer shall at his own cost and expense, liaise with SPPG on the diversion / realignment of these cables, prior to the commencement of works. SPPG has estimated a lead time of 24 months for the diversion work (if necessary) upon full payment by the successful tenderer and approval from the relevant Competent Authorities. The estimated duration is based on the assumption that SPPG's works can be carried out and completed as scheduled without any complication or delay.
- 4.2.2 The successful tenderer shall provide electrical substation(s) within the Land Parcel. The electrical substation(s) 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 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 Requirements

- 5.2.1 Based on information given by Singapore Telecommunications Ltd (Singtel), SP Telecom (SPTel) and StarHub Ltd., the following existing manholes and cables are within/ in the proximity of the Land Parcel:

- a. Singtel
Existing manholes and cables within the Land Parcel can be abandoned without cost. The successful tenderer shall liaise with Singtel for the recovery of cables prior to the demolition of the existing buildings. Recovery of cables require a lead time of 3 months. (Refer to Condition 4.2.10 of the Technical Conditions of Tender)
- b. SPTel
Diversion of pipelines and optical fibre cables require a lead time of 6 months;
- c. StarHub
Diversion of StarHub cables near the electrical substation require a lead time of 6 months.

- 5.2.2 The successful tenderer shall at his own cost and expense, liaise with Singtel, SPTel and StarHub on the diversion / realignment/ recovery of these cables, prior to the commencement of works.

6.0 GAS

6.1 General

- 6.1.1 The successful tenderer shall liaise with the PowerGas Ltd and its Licensed Gas Retailers authorised under the Gas Act (Chapter 116A) on the requirements for gas supply to the Land Parcel.

6.2 Particular Requirement

- 6.2.1 Based on information given by PowerGas Ltd, there are existing 315 mm diameter gas main along Upper Serangoon Road, existing 150

mm diameter gas main along Lorong Lew Lian and 315 mm / 200 mm diameter gas mains along Upper Paya Lebar Road.

7.0 LAND TRANSPORT AUTHORITY (LTA)

7.1 General

7.1.1 Where applicable, the successful tenderer shall locate the service areas, electrical 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 of the proposed development, as shown in 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 Conditions 4.2.1 to 4.2.5 and 5.1.1 to 5.1.7 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 the LTA.

7.2.2 The internal layout shall be designed such that the entrance drop barriers and guard post are located within the development to provide sufficient queue length to prevent queuing vehicles from spilling onto the public road.

7.2.3 All proposed Street Works, as well as proposed engineering / construction works within the road reserve shall be prepared / designed, submitted, supervised and constructed in accordance with Street Works (Private Street Works) Regulations, Street Works (Public Street Works) Regulations and the following prevailing standards and code of practice:

- a. Code of Practice for Street Works Proposals relating to Development works;
- b. LTA Standard Details of Road Elements;
- c. Materials & Workmanship Specifications for Civil & Structural Works;
- d. Code of Practice for Road Opening Works;
- e. Code of Practice for Traffic Control at Work Zone;
- f. Architectural Design Criteria; and
- g. Civil Design Criteria.

7.2.4 The technical details, extent and completion date of such works as stated in clauses 7.2.1 to 7.2.3 shall comply with the requirements of the LTA and other relevant Competent Authorities in relation thereto.

Road Structure Safety Zone

- 7.2.5 The Land Parcel is within the road structure safety zones of Upper Serangoon Road Viaduct and existing Pedestrian Overhead Bridges. The successful tenderer shall comply with the technical requirements stated in the “Guide to Carrying Out Engineering Works within Road Structure Safety Zone and Engineering Activity on Land adjoining Public Streets”
- 7.2.6 Application for approval to commence engineering works within road structure safety zone is required in accordance to Street Works Act Section 8A and the “Guide to Carrying Out Engineering Works within Road Structure Safety Zone and Engineering Activity on Land adjoining Public Streets”.

Traffic Impact Assessment

- 7.2.7 The successful tenderer shall at his own cost and expense, carry out a localised Traffic Impact Assessment (TIA) study and submit it to LTA for approval. The purpose of the TIA is to identify the traffic impact of the development on the surrounding transport network and to recommend necessary measures to mitigate the potential negative impact.
- 7.2.8 The scope and details of the TIA are to be determined in consultation with LTA prior to the Development Control submission stage. The successful tenderer shall, at his own cost and expense, be responsible for the necessary localised road improvement works in the immediate vicinity of the Land Parcel, if recommended by the TIA study.

Vehicle Parking

- 7.2.9 The proposed development on the Land Parcel shall be designed to comply with the full parking provision as stipulated in the prevailing Parking Places (Provision of Parking Places and Parking Spaces) Rules. LTA has the full discretion to determine the applicability of the Ranged-based Car Parking Standards (RCPS) to the proposed development.

Bicycle Parking

- 7.2.10 To facilitate cycling as a mode of transportation to major transport nodes and key amenities, the successful tenderer is required to construct and provide bicycle parking(s) to accommodate a minimum number of bicycle parking lots within the Land Parcel at the rate of 1 lot for every 6 dwelling units or prevailing requirements set out by the relevant Competent Authority at the formal submission stage.

- 7.2.11 The successful tenderer is encouraged to provide sheltered bicycle parking(s). The bicycle parking lots should be located at spaces which are visible, well-organised and convenient for use by cyclists taking into consideration the locations of cycling paths.
- 7.2.12 The successful tenderer may propose more than one bicycle parking location within the Land Parcel. Consideration should be given to whether the bicycle parking spaces are intended for short term or long stay parking. The location of the bicycle parking facilities shall be easily accessible and shall not be scattered throughout the development in an ad-hoc manner.
- 7.2.13 As good practice, developers should set aside 10% of the total bicycle parking spaces on the ground floor where it is freely accessible and visible to visitors visiting the residential development.
- 7.2.14 The successful tenderer should consider existing vehicle and pedestrian movement when locating bicycle parking spaces. It is advantageous to provide a separate movement for cyclists to avoid conflicts between cyclists and other road users. Ideally, the bicycle parking spaces shall be segregated from pedestrian walkways, driveways and car park access to ensure safety of motorists, pedestrians and cyclists.
- 7.2.15 To ensure bicycle parks are safe and secure, these spaces should be well lit with sufficient active and passive surveillance i.e. CCTV, passer-by along parking facilities etc.
- 7.2.16 Adequate signage should be provided to guide cyclists moving about the development. Signage should be well positioned, visible and consist of a system of signs and graphics to provide cyclists with directional information provided at development entrances.
- 7.2.17 The bicycle parking lots can be either single-tier stands or double-tier stands as illustrated in Annex B. The bicycle parking lots shall be securely anchored and non-removable. The successful tenderer can however propose alternative layouts and designs for LTA's consideration and approval.
- 7.2.18 Bicycle parking area(s) proposed based on dimensions illustrated in Annex B can be considered for GFA exemption. Any provision above the minimum requirement will be subject to evaluation. The bicycle parking area(s), once approved, will not be allowed to be converted for other uses without the approval of the Authority and relevant Competent Authorities.
- 7.2.19 The successful tenderer is encouraged to provide complementary facilities such as showers, lockers and changing rooms in close

proximity to the bicycle parking facilities where appropriate. These complementary facilities shall be computed as GFA.

- 7.2.20 The successful tenderer shall obtain clearance from the Competent Authority on all matters related to the bicycle parking facilities before commencing the construction of the bicycle parking lots.
- 7.2.21 The successful tenderer shall be responsible for the operation and maintenance of the bicycle parking lots at all times and shall bear all the costs related to the proper functioning of the bicycle parking lots.

Motorcycle Parking

- 7.2.22 The successful tenderer is strongly encouraged to provide motorcycle parking lots within the car park.

Rail Requirements

- 7.2.23 The Land Parcel falls within the Railway Protection Zone of the North-East Line (NEL).
- 7.2.24 The successful tenderer shall make submissions in accordance to Rapid Transit System (Development & Building Works within Railway Corridor & Railway Protection Zone) Regulations and Rapid Transit System (Railway Protection, Restricted Activities) Regulations for LTA review and approval.
- 7.2.25 The successful tenderer is to obtain the LTA's approval in accordance with the Rapid Transit Systems (Railway Protection, Restricted Activities) Regulations for any proposed restricted activities carried out in the Railway Safety Zone.
- 7.2.26 The planning, design and construction of the proposed development shall take into consideration the requirements in the Code of Practice for Railway Protection and Guide To Carrying Out Restricted Activities Within Railway Protection & Safety Zones.

8.0 NATIONAL PARKS BOARD (NParks)

8.1 General

- 8.1.1 In carrying out the proposed development, the successful tenderer shall adhere to all of NParks' standard requirements and ensure that all trees which are growing or situated on any land designated as a tree conservation area or on any vacant land pursuant to the Parks & Trees Act (Cap. 216), whether such trees are on the Land Parcel, or on any neighbouring / adjoining land or along any common boundary line of such land or lands, shall be protected.

- 8.1.2 The development is to comply with requirements for green buffers and 2-metre wide peripheral planting verges. The green buffers and peripheral planting verges must be free from any encroachment above ground, and/ or are to be recessed to at least 2 metres below ground level, and not to slope with gradients steeper than 1:2.5.
- 8.1.3 The successful tenderer shall consult NParks' Parks and Trees Regulatory Section early at the planning and design stage on the felling of any trees that may be affected by the proposed development with a copy of recently surveyed plan of the site (of less than 2 years) and its peripheral roads, at a scale of at least 1:500, clearly indicating information on tree species, height and girth.
- 8.1.4 The successful tenderer is to ensure that the existing / proposed roadside trees and tree planting verge(s) abutting the Land Parcel are not to be affected by vehicular ingress / egress, acceleration / deceleration / storage / vehicular lanes, services access and any other statutory requirements to divert or reconstruct services or road features / elements etc. Similarly the successful tenderer is to ensure that pick-up / drop-off points, taxi lay-bys, loading / unloading bays and fire engine hard-standing areas are to be located within the Land Parcel. The successful tenderer is to consult NParks on the tree protection criteria of the roadside trees, during early planning and design stage.
- 8.1.5 The successful tenderer is required to replace the existing roadside planting verge fronting the Land Parcel with a new one if the existing planting verge is affected by the proposed development. The width of the new planting verge is to be provided either in accordance to LTA's standard road code for that category of road or to match the existing planting verge along the road.
- 8.1.6 The successful tenderer is to inform NParks at least 8 weeks before the commencement of works, for NParks to transplant / salvage existing affected plants either within the Land Parcel and / or existing roadside plants.

9.0 NATIONAL ENVIRONMENT AGENCY (NEA)

9.1 General

- 9.1.1 Under Environmental Protection and Management (Control of Noise at Construction Sites) Regulations, construction sites within 150m of residential estates need to comply with more stringent noise limits at construction stage, especially during night time hours and other times as specified by NEA. Hence, the successful tenderer shall implement proper noise control measures during construction period to ensure that noise emission levels from the activities are within noise limits and would not cause nuisance to any nearby residents.

In addition, construction activities for the proposed development are not allowed to be carried out from 10pm on Saturday to 7am on the following Monday as well as from 10pm on the eve of public holiday to 7am on the day after the public holiday.

- 9.1.2 The proposed development shall comply with all the applicable requirements and provisions of the Singapore Standard on the Code of Practice on Pollution Control (i.e. SS593:2013), the Code of Practice on Environmental Health, the Code of Practice on Sewerage and Sanitary Works, the Code of Practice on Surface Water Drainage, the Environmental Protection and Management Act, the Environmental Public Health Act, the Sewerage and Drainage Act, the Energy Conservation Act and their Regulations.

10.0 BUILDING AND CONSTRUCTION AUTHORITY (BCA)

10.1 Buildable Design and Constructability Requirements

- 10.1.1 The successful tenderer is required to adopt labour-efficient designs and construction technologies to achieve the higher Buildable Design Score and Constructability Score as set out in the Code of Practice on Buildability for the development on the Land Parcel.
- 10.1.2 The Buildable Design Score computes the extent of standardisation, simplicity and integrated elements applied to buildings at the design stage. It measures the potential impact of a building's design on labour usage. The higher the Buildable Design Score obtained, the easier it is to construct. The Constructability Score measures the level of adoption of labour-efficient construction methods and construction processes such as system formwork and climbable scaffolding. Higher constructability scores would translate to savings in manpower and shorter construction time. More details are available at <http://www.bca.gov.sg/BuildableDesign/legislation2011.html>.
- 10.1.3 The successful tenderer shall comply with the requirements, procedures, directions and requests of BCA and shall also render his full co-operation to BCA, its officers, employees and agents in relation to meeting the required Buildable Design Score and Constructability Score.

10.2 Prefabricated Bathroom Units

- 10.2.1 The successful tenderer is required to adopt prefabricated bathroom units (PBUs) for 65% or more of the bathroom units in the non-landed residential component of the development on the Land Parcel as stipulated under the Building Control (Buildability and Productivity) Regulations.

11.0 OTHER INFORMATION

11.1 The estimated costs, excluding prevailing GST of relocation/ diversion for:

- a) Electricity (Clause 4.2.1)
LV & HT cables.....\$1,200,000/=
- b) Telecommunication (Clause 5.2.1)
SPTel and StarHub (Clause 5.2.1b&c) manholes and cables.....\$280,000/=

11.2 The above estimates are indicative only. They are based on information and facts known to the Authority at the time when the estimates are made. The Authority and the Competent Authorities and Public Utility Licensees do not warrant the accuracy of the above estimates.

11.3 For diversion of existing services, the successful tenderer shall liaise with the Competent Authorities and Public Utility Licensees/ Telecommunication System Licensees on the time frame required to complete the diversion work from the date payment for the diversion cost is received from the successful tenderer.

DISCLAIMER NOTE (SERVICES PLAN):

INFORMATION OF EXISTING SERVICES

Services positions indicated in the attached plans are approximate only and not to scale. The successful tenderer / purchaser is required to consult the relevant Competent Authorities and Public Utility Licensees on the exact services positions and updated services layout, if any. The Authority is not responsible for the accuracy or completeness of the attached plans and shall not be liable in any way for any loss or damage incurred by any person as a result of use of or reliance made upon the information contained in any of the attached plans or as a result of any error or omission therein.

The successful tenderer / purchaser is advised to engage his own Licensed Cable Detection Worker to carry out cable detection works and if necessary to carry out trial holes / trenches, irrespective of whether or not underground services are indicated in any of the attached plans, so as to determine the presence of underground services prior to earthworks and to take precautions to avoid damaging the services.

For plans on electrical cables and gas and/or Singtel plant route, please approach the following Public Utility Licensee for details:-

Electricity and Gas

SP PowerGrid Ltd

Earthworks Monitoring & Cable Protection Section
Pasir Panjang District Office
25 Pasir Panjang Road
Singapore 117536
Tel: 6470 0660 / 6470 0621
Fax: 6475 9400 / 6479 5660

More information on purchase of cable or gas pipe plans are available under contact us at <http://www.singaporepower.com.sg>

Singapore Telecommunications Limited (Singtel)

Singapore Telecommunications Limited

Outside Plant Engineering
375 Tanjong Katong Rd, #03-00
Blk 1 Katong Telecommunication Complex
Singapore 437132
Tel : 63425900/ Fax : 64406305
Email : g-plansale@singtel.com

More information on purchase of Singtel plant route plans are available under at <http://info.singtel.com/earthwork>

ANNEX A-1

Annexes A-1 and A-2 of the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees are services plans of the relevant authorities and will not be available for viewing via the URA website.

Please contact Ms Priscillia Wong at Tel No. 6321 8262 to register for the viewing of the plans.

ANNEX A-2

Annexes A-1 and A-2 of the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees are services plans of the relevant authorities and will not be available for viewing via the URA website.

Please contact Ms Priscillia Wong at Tel No. 6321 8262 to register for the viewing of the plans.

Dimensions for Bicycle Parking Space and Racks

- 1 A Bicycle Parking Space refers to the space for parking of one bicycle. A bicycle parking rack should be provided for each bicycle parking space and anchored to the ground so as to allow cyclists to lock their bicycles with ease. The rack should support the bicycle upright by its frame.
- 2 Designers should also allow adequate clearance for users to lock their bicycles with racks. The following are suggested designs and dimensions that designers can adopt for bicycle parking racks.
 - i. Single-tier bicycle parking space

Space Width:	600mm
Space Length:	1800mm
Aisle Width:	1500mm (min)

Each space should be equipped with a bicycle rack anchored to the ground.

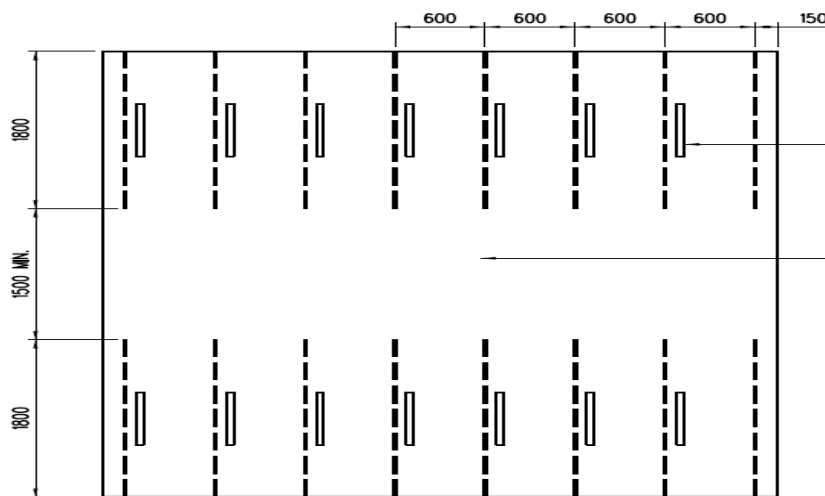


Figure 2 (i) Single-tier bicycle parking space

ii. Bicycle Rack Dimension for Single-tier bicycle parking

Width: 600mm

Length: 900mm

Diameter: 50mm

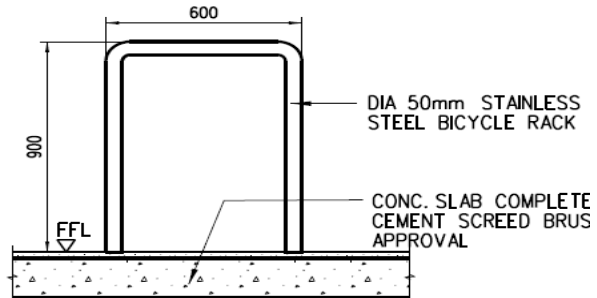


Figure 2 (ii) Bicycle rack dimension for single-tier Bicycle parking

iii. Double Tier Bicycle Parking space

Space Width: 650mm

Space Length: 2000mm

Aisle Width: 2500mm

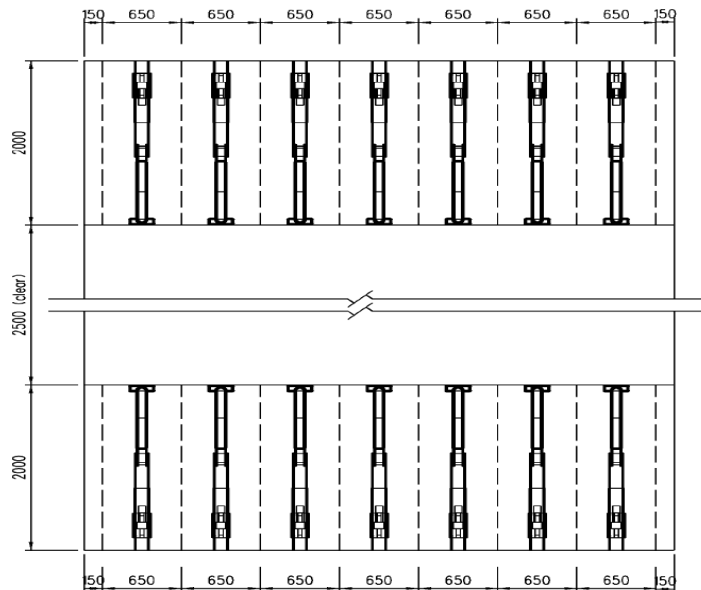


Figure 2 (iii) Double-tier bicycle parking space

- iv. Bicycle Rack dimension for Double Tier Bicycle Parking
 Width: 100mm
 Length: 1825mm
 Height: 1590mm
 Headroom 2600mm clear

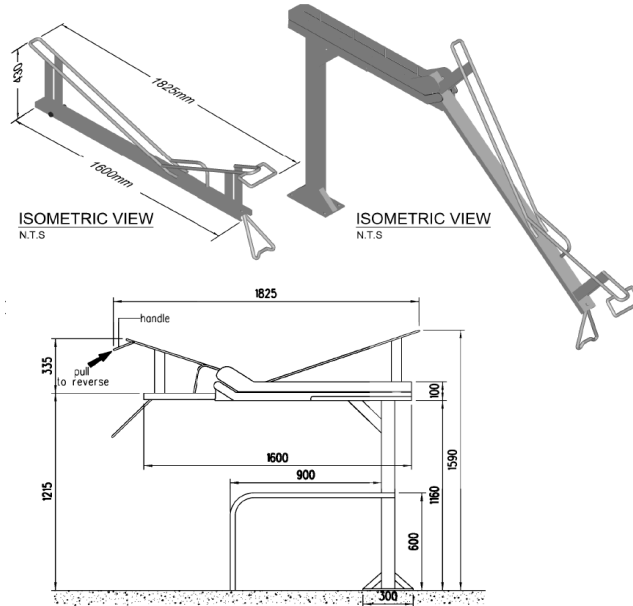


Figure 2 (iv) Bicycle rack dimension for double-tier Bicycle parking