

# **AUCTION SALE**

## PARTICULARS AND CONDITIONS OF SALE

PROPERTY SITUATED AT

**101 CAIRNHILL CIRCLE #19-07,  
HILLTOPS  
SINGAPORE 229809**

TO BE SOLD BY PUBLIC AUCTION BY

KNIGHT FRANK PTE LTD

AT

GUOCO MIDTOWN NETWORK HUB  
126 BEACH ROAD, LEVEL 2, MEETING ROOM 2  
SINGAPORE 189772

ON

WEDNESDAY, 22 JANUARY 2025 AT 2.30PM

## **PARTICULARS**

<b>PROPERTY</b>	<b>STRATA LOT NO.</b>	<b>TOWN SUBDIVISION</b>	<b>STRATA LOT AREA</b>	<b>TITLE</b>
101 CAIRNHILL CIRCLE #19-07 HILLTOPS SINGAPORE 229809	U7624L	27	116.0 SqM according to the Subsidiary Strata Certificate of Title Volume 1492 Folio 93 (" <b>SSCT</b> ").	Estate in fee simple.

**SOLICITORS FOR THE VENDOR:**

ENGELIN TEH PRACTICE LLC  
1 Coleman Street #05-10  
The Adelphi  
Singapore 179803  
Tel: 6224 9933  
Fax: 6226 1234  
Email: [jainteh@etplaw.com](mailto:jainteh@etplaw.com)  
[chaileongkee@etplaw.com](mailto:chaileongkee@etplaw.com)  
Ref: ETIT/lk/2405TBC

**AUCTIONEERS:**

KNIGHT FRANK PTE LTD  
10 Collyer Quay #08-01  
Ocean Financial Centre  
Singapore 049315  
Tel:  
Fax:  
Email:  
  
Ref:

## CONDITIONS OF SALE

The property described above (the "**Property**") is sold subject to the following Special Conditions and also The Singapore Law Society's Conditions of Sale, 2020 (the "**General Conditions**") in so far as they are applicable to this sale and are not varied by or inconsistent with the Special Conditions hereinafter contained and in so far as the General Conditions and the Special Conditions are not contrary or inconsistent with (a) the Conveyancing & Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act 1886 and (b) the Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act 1988, if applicable (the "**Conditions of Sale**").

A printed copy of the Conditions of Sale can be inspected at any time prior to the sale at the office of the Auctioneers or will be supplied by the Auctioneers to any intending purchaser (the "**Purchaser**") at his request and the Purchaser shall be deemed to have bought with full knowledge and notice of the contents and effect thereof whether he has actually inspected a copy or not.

## SPECIAL CONDITIONS

1. No person below the age of 21 years or any other person who is not sui juris shall be permitted to bid for or become the Purchaser of the Property.
2. If any person bids at the sale as an agent for or on behalf of any other person or corporate entity he shall inform the Auctioneers immediately after the bids for the Property are closed and the Property has been knocked down to him and he shall then and thereupon immediately produce to the Auctioneers his power of attorney or other satisfactory evidence of his authority to act as such agent and if he fails to do so, the Property shall be put up again for sale by the Auctioneers forthwith.
3. The auction of the Property is subject to a reserve price and the Vendor shall have the right at any time at his discretion to withdraw the Property from the auction without disclosing the reserve price.
4. (1) The Purchaser shall immediately after his successful bid sign the Memorandum of Contract (the "**MOC**") and pay a sum of **Singapore Dollars Fifty Thousand Only (\$\$50,000.00)** (the "**Initial Deposit**") by way of deposit and to account of the purchase price to the Auctioneers, who shall release the Initial Deposit to the Vendors forthwith.  
  
(2) The Purchaser shall on or before 3:00pm on the date falling **seven (7) days** from signing the MOC pay a sum equal to ten percent (10%) of the purchase price less the Initial Deposit (the "**Balance Deposit**") by way of further deposit and to further account of the purchase price, such payment shall be delivered to the Vendor's solicitors, M/s Engelin Teh Practice LLC of 1 Coleman Street, #05-10 The Adelphi, Singapore 179803 (Attn: Mr Iain Teh) who shall release the same forthwith to the Vendor.  
  
(3) Payment of the Initial Deposit and the Balance Deposit shall be by way of cashier's orders made in favour of "**THE SHERIFF OF SINGAPORE**".  
  
(4) The MOC and the Conditions of Sale shall together be referred to as the "**Agreement**" and shall constitute a binding contract for the sale and purchase of the Property. The Initial Deposit and the Balance Deposit shall together be referred to as the "**Deposit**".  
  
(5) If the Purchaser fails or neglects to pay the Balance Deposit within the stipulated period for any reason whatsoever, the Vendor shall be entitled at the Vendor's discretion to rescind this Agreement by written notice to the Purchaser and upon rescission, the Initial Deposit shall be forfeited to the Vendor Provided That this provision shall be without prejudice to any other rights or remedies available to the Vendor at law or in equity against the Purchaser.

- (6) Where payment of the Deposit (or any part thereof) is made by way of cheque, it shall be a fundamental condition of this sale and purchase that any such cheque shall be honoured on first presentment. In the event that such cheque is not honoured on first presentment the Vendor shall be entitled either to treat the contract as having been repudiated by the Purchaser and to rescind the same forthwith and to resell the Property without prejudice to his right of damages against the Purchaser or (at the Vendor's option) to affirm the contract and proceed in accordance with the terms and conditions herein contained.
5. The Purchaser shall within **Two (2) weeks** after payment of the Initial Deposit and signing of the MOC inform the Vendor's solicitors of the firm of solicitors acting for him in this matter.
  6. The purchase shall be completed and the balance of the purchase price paid on or before the date falling **Three (3) months** from the date of the signing of the MOC (the "**Scheduled Date of Completion**"), at the office of the Vendor's solicitors or such other place as may be directed by the Vendor's solicitors. Payment of the balance purchase price shall be by way of cashier's order(s) made in favour of "**THE SHERIFF OF SINGAPORE**".
  7. If for any cause or reason whatsoever the purchase is not completed on the Scheduled Date of Completion, the Purchaser making such default shall pay interest on the balance of the purchase price at the rate of eight per cent (8%) per annum from the day immediately following the Scheduled Date of Completion up to and including the actual date of completion. The Purchaser shall not be entitled to any compensation for the Vendor's delay (if any) in completion unless contumacious. Condition 9, and in particular, Conditions 9.2, 9.4 and 9.6 of the General Conditions shall be deemed varied or modified by the provisions of this Special Condition.
  8. If the Purchaser for any cause or reason whatsoever (other than the default of the Vendor) fails to complete on the Scheduled Date of Completion specified in **Special Condition 6** above, the Vendor shall be at liberty, after serving a fourteen (14) day written notice to the Purchaser or his solicitors to complete the sale and purchase of the Property, to treat the Deposit as forfeited without prejudice to any other rights or remedies available to the Vendor at law or in equity against the Purchaser and the Vendor shall then be at liberty, notwithstanding any pending negotiation proceedings or litigation, to resell the Property either by public auction or private contract at such time and under such conditions as the Vendor may deem proper and all expenses attending any such resale or attempted resale and any deficiency in price obtained on a resale shall immediately thereafter be made good and paid to the Vendor by the Purchaser and shall be recoverable by the Vendor as liquidated damages and any increase in price on such resale shall belong to the Vendor.
  9. The Purchaser shall pay all property tax, maintenance charges and sinking fund charges, levies (whether imposed for repair, upgrading or for any other reason), expenses and all other outgoings whatsoever (including interest, penalties or surcharges thereon) levied or imposed before, on or after the date of the MOC and whether of retrospective effect or not. The Vendor shall not be obliged to provide evidence of discharge of property tax, maintenance charges and sinking fund charges, levies, expenses or other outgoings prior to completion.
  10. The Purchaser acknowledges and accepts that the Vendor is selling the Property in exercise of the powers conferred upon the Vendor under Section 64 of the Supreme Court of Judicature Act 1969 in execution of an Enforcement Order HC/EO 82/2023 pursuant to a judgment or order in Originating Claim No. 417/2023 made in the General Division of the High Court of the Republic of Singapore against the registered proprietor and the concurrence or approval of any person or persons interested in the Property (including but not limited to the registered proprietor of the Property) shall not be required nor shall the Vendor be required to enter into any covenant for title other than the implied covenant against encumbrances subject to **Special Condition 12** below.
  11. The Property is sold with vacant possession but the Vendor shall not be required to remove any rubbish and/or debris or to clean up the Property. The Purchaser shall accept the Property on an "as is where is basis" in the state and condition so delivered by the Vendor as regards any objects, items, furniture, fixtures and fittings present in or about the Property as at the actual completion of the sale and purchase herein and the Purchaser shall not make any objections thereto. For

the avoidance of doubt, prior to the date of actual completion of the sale and purchase herein, the Vendor shall be entitled to sever, remove and repossess any objects, items, furniture, fixtures and fittings present in or about the Property and the Purchaser shall not make any objection thereto.

12. The title to the Property shall commence with Subsidiary Strata Certificate of Title Volume 1492 Folio 93 (the "SSCT"). The Purchaser shall not require the delivery or production of any deeds or documents not in the Vendor's possession (including but not limited to the SSCT) nor shall the Purchaser investigate or make any requisition or objection whatsoever in respect thereof.
13. The Property is sold subject to encumbrances and other interests (if any) registered or lodged subsequent to the date of the MOC against the Property. The Vendor shall not be required to ensure or to produce any evidence that any caveat, charge, mortgage or other encumbrances (if any) notified or registered against the Property will be cancelled or withdrawn.
14. The Property sold herein is believed to be and shall be taken as correctly described and any incorrect statement, error or omission shall not annul the sale or be made the subject of any claim for compensation.
15. The Purchaser shall not investigate or call for evidence of any earlier title or require the production or delivery of any deeds or documents not in the Vendor's possession (including but not limited to the SSCT) nor make any objection or requisition whatsoever with reference thereto.
16. No objection or requisition shall be made on the ground that any covenant, acknowledgement or undertaking for the production or safe custody of any muniments of title is defective or insufficient or on the ground of the absence of any such covenant, acknowledgement or undertaking or on the ground of the inability of the Vendor to trace or procure the production of any muniments of title.
17. The Purchaser shall assume that every power of attorney under which any prior deed was executed contains sufficient powers and was at all material times valid and subsisting and no proof thereof and no objection or requisition in respect thereof shall be required or made.
18. The inability of the Vendor to answer any requisitions or any delay in answering the same shall not entitle the Purchaser to refuse to complete or to delay completion.
19. The Purchaser shall not require the production of any certificate or other evidence of numbering of the Property or that any building stands on or within the boundaries of the lot described and no requisition shall be made in respect thereof.
20. The Purchaser shall not require the production of the Certificate of Statutory Completion or Temporary Occupation Permit in respect of the Property and no objection or requisition shall be raised in respect thereof.
21. The Property is sold on an "as is, where is" basis. The Purchaser shall be deemed to have inspected the Property on or before the auction and to be satisfied as to the actual state and condition thereof. The Purchaser shall be deemed to have purchased the Property with full notice of its actual state and condition as regards access, repair, roads, drainage, use, light, air, area and in all other respects and the Purchaser shall not be entitled to make or raise any enquiry, requisition or objection of whatsoever nature in respect thereof. No warranty or representation by the Vendor or the Vendor's agent is given or to be implied as to the state quality area and/or anything whatsoever.
22. The Property is believed and shall be taken to be correctly described as to quantity or otherwise and is sold subject to all restrictions, covenants, easements and rights (if any) subsisting thereon and thereover without any obligation on the part of the Vendor to define the same respectively. The Purchaser shall be deemed to buy with full knowledge of the actual quantities and conditions of the Property and no error, mis-statement or mis-description shall annul the sale nor shall any compensation be paid or allowed to or by either the Vendor or the Purchaser as the case may be

and all parties shall accept the area stated in the Particulars and in these Conditions of Sale as being correct and shall complete the sale and purchase on that basis.

23. Subject to the other Special Conditions contained herein, objections or requisitions (if any) in respect of title shall be delivered to the Vendor's Solicitors in writing within three (3) weeks from the date of the MOC. Every objection or requisition not so delivered shall be deemed to be waived and time shall be of the essence of the Agreement in this respect. A draft assurance/transfer shall be delivered to the Vendor's solicitors no later than four (4) weeks after the date of MOC and an engrossment thereof to be delivered to the Vendor's solicitors at least two (2) weeks before the Scheduled Date of Completion. The Purchaser shall not object to a tripartite transfer if so required by the Vendor. The Purchaser shall defray any costs, expenses and all other incidentals incurred in connection with such assurance/transfer of the Property. The Purchaser shall not be entitled to make any enquiry requisition or objection as to the mode of execution of such assurance/transfer by the Vendor.
24. The Property is sold subject to:-
  - (a) any proposal, scheme, layout, planning restrictions, matter or thing embodied or shown in the General Improvement Plan and/or the Master Plan, the Road, Sewerage and Drainage Interpretation Plans and/or Railway Protection Plans and/or all other proposed amendments or additions thereto;
  - (b) all roads, back lanes, railway, drainage, tunnels or any other lines, reserves, schemes, proposed schemes or proposal (whether adopted, safeguarded or otherwise) affecting the Property or any part thereof;
  - (c) all government or other notices (including notices of acquisition or intended acquisition) charging orders, orders of court, claims relating to roads, back lanes, charges, reimbursements affecting the Property made or served whether before on or after the date hereof,

whether such proposal, scheme, layout, planning restrictions, matter, thing, proposed scheme, notices, charges, demands, orders and claims are made, imposed levied or served before on or after the date of the MOC and the Purchaser shall be deemed to have purchased the Property with full knowledge and notice of all such proposals, schemes, layouts, planning restrictions, matters, things, proposed schemes, notices, charges, demands, orders and claims.
25. The Vendor has no notice or knowledge of any encroachment on or by the Property but if any such encroachment shall be found to exist, the same shall not annul the sale herein nor shall any abatement or compensation be allowed in respect thereof.
26. Any plan, or tracing showing the Property, which may be produced at the sale or annexed to or referred to in the Particulars is intended only for identification purposes and not so as to enlarge or restrict the description of the Property contained in the Particulars.
27. The area and dimension of the Property as stated in the Particulars (if any) are believed and shall be taken to be correct although the same may differ from the result of other surveys or from the area and dimensions given in the title deeds.
28. As from the date of the MOC the Property shall be at the sole risk of the Purchaser as regards damage or loss caused by fire or other accident, act of God or other happening or event, non-occupation or otherwise.
29. No person shall at any bidding advance less than a sum to be fixed by the Auctioneers at the time of sale and no bid shall be retracted. The Auctioneers may withdraw the Property or any lot or decline any bid without declaring the reserve price and subject to a reserve price fixed by the Vendor, the Auctioneers may accept the bid of any bidder for the Property and if any dispute shall arise in respect of any bid, the Property shall immediately be put up again at the last undisputed bid.

30. The sale is made only on the terms and conditions in the English version of the Particulars and the Conditions of Sale. Any translation thereof and any sketch or other plans produced at or before the sale, if any, are intended only for the convenience of prospective Purchasers and no error, mistake or mis-translation appearing therein shall invalidate the sale or give rise to any claim for compensation or reduction of the purchase price.
31. The Auctioneers reserve the right to regulate the bidding and to refuse to accept any bids without assigning any reason therefor and in the event of any dispute regarding the bidding, the Auctioneers' decision shall be final and conclusive.
32. The Vendor reserves the right to amend or add to the Conditions of Sale and Special Conditions at any time before the sale.
33. In the event that any of the Special Conditions herein shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Special Conditions shall not operate to invalidate the remainder of the Agreement.
34. In the event that any Goods and Services Tax or any other taxes or charges whatsoever now or hereafter required by law to be paid on or in respect of any sums relating to this sale, the same shall (except to the extent prohibited by law) be borne by the Purchaser and the Purchaser shall pay to the Vendor on demand a sum equivalent to the amount of such goods and services tax or other taxes levies or charges (or such part thereof collecting from the Purchaser) in addition to all other sums payable to the Vendor under this Agreement.
35. It shall be the Purchaser's responsibility to establish whether any withholding tax or any other tax is payable in respect of the sale of the Property. The Purchaser shall not be entitled to withhold or deduct any part of the purchase price unless the Purchaser produces to the Vendor written confirmation from the Inland Revenue Authority of Singapore or such other relevant Government authority that withholding tax or any other tax is payable in respect of the sale of the Property and such other documentary evidence as the Vendor may require.
36. It is hereby agreed between the parties herein that if prior to actual completion any obligations of the Vendor under this Agreement are prevented hindered or rendered incapable of performance, whether by Order of Court, the Government or other local or statutory authority or the liquidators/official assignee/official receiver or any person whomsoever or by any circumstance whatsoever, the Vendor may at its option, annul the sale herein in which event the sale herein shall be treated as cancelled and the Deposit paid herein shall be refunded to the Purchaser free of interest and compensation and neither party shall have any claim whatsoever against the other.
37. The terms of this Agreement shall supersede any previous representations, warranties, information, agreement or undertaking (if any) whether the same be written or oral given by the Vendor, the Auctioneer or any other person and the terms herein shall solely govern the rights of the Vendor and Purchaser.
38. Notwithstanding the completion of the sale and purchase herein the Conditions of Sale shall remain in full force and effect as between the Vendor and the Purchaser insofar as the same are not fulfilled and shall not merge in the assurance/transfer to be executed on completion of the sale and purchase of the Property.
39. The Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore and the parties herein unconditionally and irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
40. In the Agreement, where the context so admits:-
  - (a) The expression the "Purchaser" includes his personal representatives and/or persons deriving title under him. Where the expression the "Purchaser" describes more than one

person, all covenants terms conditions and undertakings made by such persons are made jointly and severally and can be enforced against them all jointly or against each severally;

- (b) The expression the "Vendor" means the Sheriff of Singapore of 1 Supreme Court Lane, Singapore 178879;
  - (c) References to any statute or other legislation or subsidiary legislation shall be read as referring to such statute or other legislation or subsidiary legislation as amended or re-enacted from time to time;
  - (d) Unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa and words denoting any gender shall include any other gender; and
  - (e) Any reference to the Vendor or the Purchaser may, if the context so requires, also include the Vendor or the Purchaser's solicitor where the solicitor is known to the parties.
41. The General Conditions shall apply to the sale and purchase of the Property insofar as such conditions are not excluded, varied or inconsistent with the Special Conditions. In particular, Conditions 3, 4, 5, 7, 8, 10, 12, 13 and 15 of the General Conditions shall not be applicable to this Agreement. In the event of any conflict, actual or apparent, the Special Conditions shall override the General Conditions. The Purchaser shall be taken to have read and shall be deemed to have full notice and knowledge of the Special Conditions and the General Conditions.
42. This Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001 or any subsequent amendment thereto, which is enforceable by any person or party who is not a party to the Agreement. Any person or party who is not a party to this Agreement shall have no right under such Act or subsequent amendment thereto, to enforce any of the terms and conditions herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

SOLICITORS FOR THE VENDOR:  
ENGELIN TEH PRACTICE LLC  
1 Coleman Street #05-10  
The Adelphi  
Singapore 179803

AUCTIONEERS:  
KNIGHT FRANK PTE LTD  
10 Collyer Quay #08-01  
Ocean Financial Centre  
Singapore 049315

**MEMORANDUM OF CONTRACT**

**RE: 101 CAIRNHILL CIRCLE #19-07, HILLTOPS SINGAPORE 229809 (the "Property")**

- (A) At the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 2025 of the Property, \_\_\_\_\_ of \_\_\_\_\_ (the "**Purchaser**") was the highest bidder for and was declared the Purchaser of the Property at the price of SINGAPORE DOLLARS \_\_\_\_\_ (S\$ \_\_\_\_\_) (the "**purchase price**"), subject to the Conditions of Sale attached.
- (B) In accordance with the Conditions of Sale, the Purchaser has handed to KNIGHT FRANK PTE LTD, as agent for and on behalf of the Vendor the sum of **Singapore Dollars Fifty Thousand Only (S\$50,000.00)** by way of a cashier's order made in favour of "**THE SHERIFF OF SINGAPORE**" being the Initial Deposit.

KNIGHT FRANK PTE LTD, as the Vendor's agent hereby confirms the sale and acknowledge the receipt of the Initial Deposit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.



**SIGNED BY THE PURCHASER(S):**

**(For Individuals)**

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Name:

\*Passport/NRIC No.:

Singapore Address:

\*Phone/Mobile No.:

Email address:

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Name:

\*Passport/NRIC No.:

Singapore Address:

\*Phone/Mobile No.:

Email address:

**SIGNED BY PURCHASER(S):**

**(For a Company)**

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Signed by:

Designation:

For and on behalf of

Name of Company:

Unique Entity No.:

\*Registered address/

Place of business (in Singapore):

Phone No.:

Fax No.:

Email:

Name of Contact Person:

Mobile:

Email:

**SIGNED BY VENDOR:**

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**KNIGHT FRANK PTE LTD**  
for and on behalf of the Vendor