

**1<sup>ST</sup> SCHEDULE**

**CONDITIONS OF COMPLETION**

---

## CONDITIONS OF COMPLETION

---

### 1.0 RECITAL

- 1.1 The Sale and Purchase Agreements entered into between the Vendor and the Participating Purchasers shall, pursuant to the Scheme of Arrangement, be valid and take effect subject to these Conditions of Completion.
- 1.2 These Conditions of Completion shall be read together with the Explanatory Statement and the Proposed Scheme of Arrangement documents issued pursuant to the Proposed Scheme of Arrangement.

### 2.0 DEFINITIONS

- 2.1 Without prejudice to the general application of the expressions and definitions appearing in the Explanatory Statement and Scheme of Arrangement and unless otherwise stated, all references in the Sale and Purchase Agreements to:-
- (a) “**Development**” shall mean the “Project”;
  - (b) “**Purchaser**” shall have reference to “Participating Purchaser”
  - (c) “**purchase price**” shall include the “Outstanding Progress Billings”;
  - (d) “**Agreement**” shall mean the “Sale and Purchase Agreements” as varied by these Conditions of Completion.

### 3.0 PURCHASE PRICE AND MODE OF PAYMENT

- 3.1 There shall be inserted after Clause 3.4 of the Sale and Purchase Agreements the following: -

*“3.4A. Within thirty (30) days after notification by the Vendor that the Court Sanction has been procured, the Purchaser shall pay to the Vendor the first half of the Top-Up Payment being 10 % of the purchase price.”*

**3.4B.** *The remaining second half of the Top-Up Payment being a further 10 % of the purchase price shall be paid to the Vendor within thirty (30) days after the expiry of the thirty (30) days stipulated in 3.4A above.”*

- 3.2 Clause 3.5 of the Sale and Purchase Agreements is to be deleted and substituted as follows: -

*“3.5 Without prejudice to the Vendor’s rights under this Agreement, including those under Clause 24 hereof, if any of the installments referred to in Section 2 of the Second Schedule of this Agreement or the amounts of the Top-Up Payment referred to in Clause 3.4A and 3.4B hereof shall remain unpaid by the Purchaser at the expiration of the respective stipulated periods for payment, the Purchaser shall pay interest on such unpaid installments or payments immediately thereafter. Such interest shall be calculated on day-to-day basis at a rate to be determined by the Liquidators.”*

#### **4.0 LOANS**

- 4.1 Clause 4 of the Sale and Purchase Agreements shall be deleted in its entirety.

#### **5.0 CONSTRUCTION OF THE SAID BUILDING**

- 5.1 There shall be inserted a new Clause 6.4 of the Sale and Purchase Agreements as follows: -

*“6.4 Provided that in interpreting Clause 6.1, 6.2 and 6.3 of this Agreement, the parties shall have regard to the fact that the Development has been abandoned since 1998 and the Vendor reserves the right to make such modifications or additions after consultation with the architect as will be necessary to secure or safe guard the integrity of the Building.”*

#### **6.0 PAYMENT OF OUTGOINGS**

- 6.1 Clause 9.1 of the Sale and Purchase Agreements is to be deleted and substituted as follows: -

*“All outstanding quit rent, rates, taxes, assessment and other charges in respect of the said Property accruing before the delivery of Vacant Possession shall be borne by the Vendor from the Escrow Account.”*

6.2 Clause 9.2 of the Sale and Purchase Agreements is to be deleted in its entirety.

## **7.0 LATE PAYMENT**

7.1 Clause 10.1 of the Sale and Purchase Agreements is to be deleted and substituted as follows: -

*“Without prejudice to the Vendor’s other rights in this Agreement, if any payment required to be paid under the provisions of this Agreement within a stipulated period is not so paid, interest on such payment shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated on a day to day basis to the date of full payment at a rate to be determined by the Liquidators.”*

## **8.0 POSITION AND AREA OF THE SAID LOT**

8.1 Clause 16.1 of the Sale and Purchase Agreements is to be deleted and substituted as follows:-

*“The position of the said Lot in relation to the other Lots shown in the Layout Plan in the Schedule annexed to this Agreement and the measurement, boundaries and area of the said Lot as given therein or the Vendor’s sales brochure or other promotional materials are believed but not guaranteed to be correct and if the measurements, boundaries and area of the said Lot shown in the Layout Plan, the Vendor’s sales brochure or other promotional materials shall be different from the measurement, boundaries and/or area as shown in the final document of title when issued, no such discrepancy shall annul the sale of the said Property. In the event there being any difference between the area of the said Lot as given herein and that shown in the final document of title when issued it is hereby agreed that neither the Vendor nor the Purchaser shall claim as against the other the difference in value in the Purchase Price occasioned by this adjustment.”*

8.2 Clause 16.2 of the Sale and Purchase Agreements is to be deleted in its entirety.

## **9.0 Escrow Account**

9.1 There shall be inserted after Clause 17 of the Sale and Purchase Agreements, the following additional clauses: -

“17A. Escrow Account

17A.1 *The Fund and any other sums received by the Vendor in connection with the Development shall be deposited and maintained by the Vendor with a bank or finance company in an account which shall be opened solely for the purposes of the Development and which account shall be referred to as the "Escrow Account".*

17A.2 *Unless otherwise provided herein, the money in the Escrow Account shall not be withdrawn or applied except for meeting the Scheme Costs and which shall include all or any of the followings:-*

- (a) the payment of all outgoings including quit rent, rates, taxes, assessments and other charges levied in respect of the Lands;*
- (b) the payment of stamp duty;*
- (c) the payment of legal and other consultant's fees in respect of:-*
  - (i) the advisory, formulation and implementation of the Proposed Scheme of Arrangement;*
  - (ii) any other matters relating in any way to the said Development;*
  - (iii) the commencement or the defence of any court action relating to the Scheme of Arrangement and/or its implementation;*
- (d) the payment of:-*
  - (i) insurance premiums; and*
  - (ii) architect's fees, engineer's fees, quantity surveyor's fees and consultant's fees,*  
*for the Development;*
- (e) construction costs including the costs of carrying out:-*
  - (i) soil investigations;*
  - (ii) earthworks;*
  - (iii) foundation works;*
  - (iv) building works;*
  - (v) external works;*
  - (vi) site and boundary survey for each lot;*

- (vii) *infrastructure works*
- (viii) *relocation of squatters; and*
- (ix) *other works,*

*relating to the Development;*

- (f) *the payment of moneys for the contribution towards the supply of water and electricity to the Development and any other fees payable thereof to the relevant authority responsible for the supply of water and electricity in respect of the said Development;*
- (g) *the payment of any lawful charges to any Government department or other bodies in respect of the Development;*
- (h) *the payment of any tax imposed on the Company as certified by the architect or engineer in charge of the Development;*
- (i) *any other expenses reasonably incurred in relation to the Development with the prior approval in writing of the Liquidators.*

*17A.3 Subject to Clause 17A.4 below, no moneys from the Escrow Account shall be withdrawn by the Vendor except where the withdrawal of such money is supported by a certificate from the architect stating that payment is due to be made for that purpose or otherwise where such request is supported by a requisition duly made by the Liquidators.*

*17A.4 As soon as practicable after the completion of the Development and the handing over of vacant possession to the Purchaser, the Vendor shall effect such refunds, if any, from the Top-Up Payment and the Completion Costs as shall be available for distribution to the Purchaser under the Scheme of Arrangement. Thereafter, any amounts remaining in the Escrow Account shall be retained by the Liquidators for the purposes of the winding-up of the Vendor under the Post-Scheme of Arrangement described in the Explanatory Statement.”*

## **10.0 DELIVERY OF VACANT POSSESSION**

- 10.1 Clause 18.1 of the Sale and Purchase Agreements is to be deleted and substituted as follows:-

*“18.1 Vacant possession of the Property to which water and electricity supply are ready for connection shall be handed over to the Purchaser within twenty-four (24) calendar months from date of the re-commencement of works on the Development unless the architect in charge of the Development shall make such extension of time as he shall deem reasonable. Whilst the Vendor will endeavour to deliver vacant possession of the Property to the Purchaser within the time stipulated above, the Vendor in particular the Liquidators shall not be held liable and accountable for any claims arising out of the late delivery of vacant possession.”*

## **11.0 DEFAULT BY PURCHASER**

11.1 Clause 24 of the Sale and Purchase Agreements is to be deleted and substituted as follows:-

*“24.1 If the Purchaser shall fail to pay any amounts required to be paid under the Agreement including, in particular, the Outstanding Progress Billings and the Top-up Payment, and such default should continue for more than thirty (30) days from the date such payment or payments shall have fallen due, he shall be deemed to be a Non-Participating Purchaser and:-*

- (a) to the extent that the Purchaser shall not have previously made any payment whatsoever towards the Top Up Payment, any claim by him vis-à-vis the Progress Payments shall form part of the Unsecured Creditors Claims to be addressed in the winding-up of the Vendor under the Post Schemes of Arrangement described in the Explanatory Statement;*
- (b) to the extent that the Purchaser shall have made payment towards the Top-Up Payment and the Outstanding Progress Billings or only the former, as the case may be, a sum representing 20% of such payment or payments made shall be forfeited by the Vendor and the balance 80% refunded to the Purchaser upon the completion of the Development free from interest while any claim vis-à-vis the Progress Payments will similarly form part of the Unsecured Creditors Claims to be addressed in the winding-up of the Vendor under the said Post Schemes of Arrangement described in the Explanatory Statement.”*