

**RES
Power
Revision
Paper 1**

09 Nov 2024

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Exam Format

Duration

2 hours 30 minutes for each paper (Approx. 1mins & 52secs / Per Question)

Both Paper 1 and Paper 2

Section A: 60 MCQs (60 marks)

Section B: 20 MCQs with reference to 1 or 2 case studies (40 marks)

TIPS:

- Start with Section B first
- Find the Verb and HIGHLIGHT it
- Eliminate out the wrong Answers
- Look out for Answers from previous questions and subsequent questions

Verbs express:

physical
actions



to jump

mental
actions



to think

states of
being



to be



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List of Related Authorities or Government Agencies

1	Askgov	One Stop for all government questions	ask.gov.sg
2	BCA	Building and Construction Authority	www.bca.gov.sg
3	CEA	Council of Estate Agencies	www.cea.gov.sg
4	CPF	Central Provident Fund Board	www.cpf.gov.sg
5	HDB	Housing and Development Board	www.hdb.gov.sg
6	IRAS	Inland Revenue Authority of Singapore	www.iras.gov.sg
7	JTC	JTC Corporation	www.jtc.gov.sg
8	LTA	Land Transport Authority	www.lta.gov.sg
9	MAS	Monetary Authority of Singapore	www.mas.gov.sg
10	MSE	Ministry of Sustainability and the Environment	www.mse.gov.sg
11	MLAW	Ministry of Law	www.mlaw.gov.sg
12	MND	Ministry of National Development	www.mnd.gov.sg
13	NEA	National Environment Agency	www.nea.gov.sg
14	Nparks	National Park Board	www.nparks.gov.sg
15	SLA	Singapore Land Authority	www.sla.gov.sg
16	STB	Strata Titles Boards	www.stratatb.gov.sg
17	URA	Urban Redevelopment Authority	www.ura.gov.sg
18	MOM	Ministry of Manpower	www.mom.gov.sg



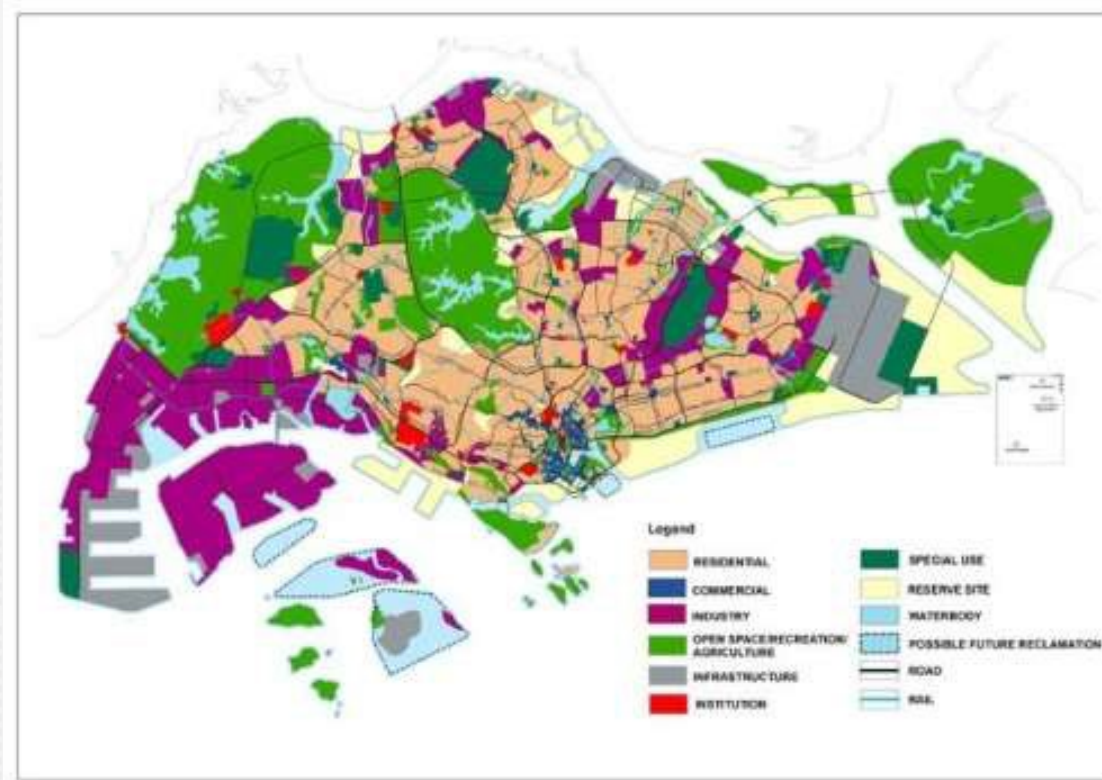
Bundle of Rights

- Ownership of real estate comes with a combination of property rights as follows:

Bundle of Rights:

1. **Right of Possession** – the property is owned by the owner who holds the title.
2. **Right of Control** – the right to control the use of the property. Eg: right to collect rent from leasing out the land.
3. **Right of Exclusion** – the right to exclusive possession. Eg: the tenant entitle to assert the right of exclusive possession against anyone, including the owner.
4. **Right of Enjoyment** – the right to use and enjoy the land in any manner the owner may deem fit.
5. **Right of Disposition** – the title holder has the right to transfer the land to others. Eg: sale or rent.

Land Use Planning



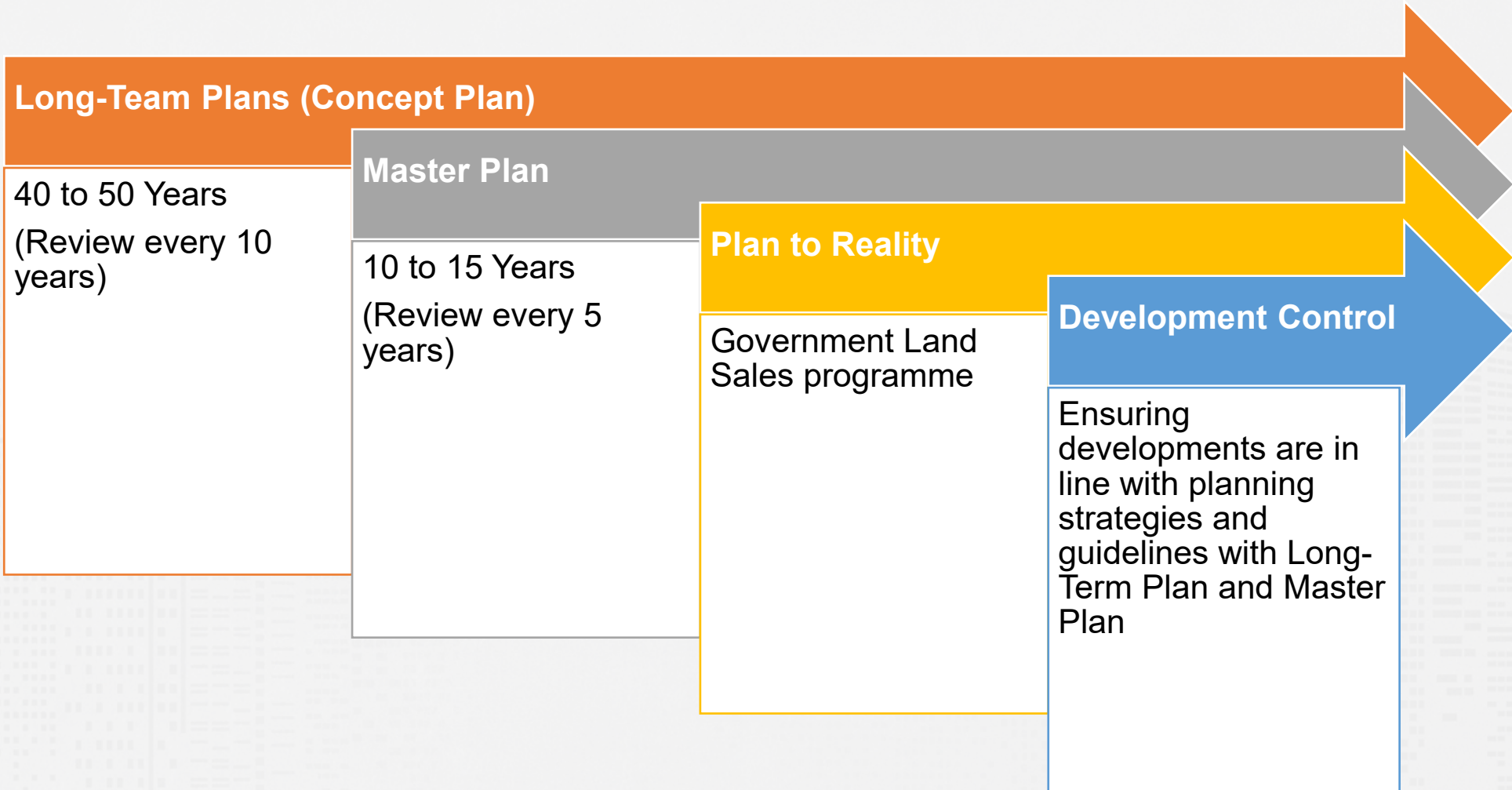
Purpose

- To optimize scarce land resources in the light of competing land use claims from different stakeholders

Principal Planning Tools

- **Long-Term Plan 2011-2013** (Formerly known as Concept Plan): 40 – 50 years; reviewed every 10 years.
- **Master Plan 2019**: Statutory Plan, 10 to 15 years; reviewed every 5 years.
- **Special and Detailed Control Plans**: Non-statutory plan, guidelines and controls for specific areas of development

Planning Land Use



Three Types of Titles

Land Titles Act Certificate of Title (CT)

- Property has its own boundaries
- Exclusive use of land & no common area
- No subdivision
 - Owners are called Proprietors

Land Titles (Strata) Act Subsidiary Strata Certificates of Title (SSCT)

- Shared land & common areas
- Building subdivided into individual lots
- Have Share Value (SV) based on Strata Area
- Owners are called Subsidiary Proprietors (SP)

Land Titles Act Subsidiary Certificates of Title (SCT) / Lease Title

- No share to the Land and Common areas
- Own airspace during tenure period
- Owners are called Lessee

CCR

RCR

OCR

Submarkets - Locations

Core Central
Region (CCR)

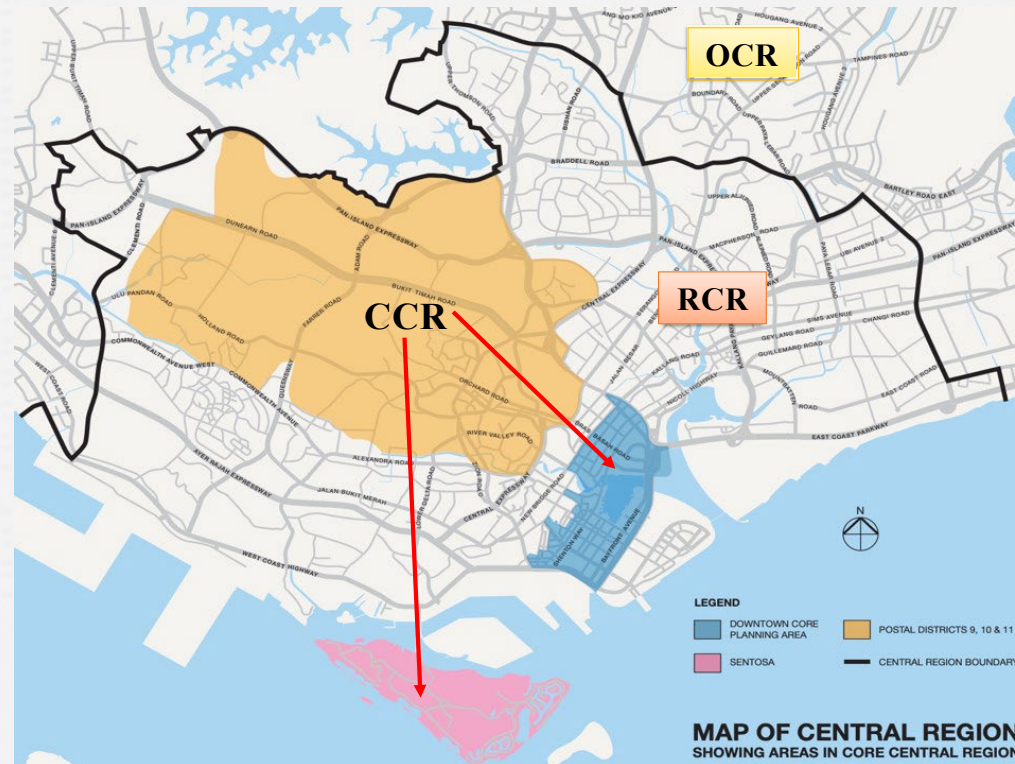
Rest of Central
Region (RCR)

Outside Central
Region (OCR)

Eg. District 9, 10, 11,
Downtown Core & Sentosa

Central Region that is outside postal
districts 9, 10, 11, Downtown Core
Planning Area and Sentosa

Rest of Singapore outside
CCR & RCR



SLA – Land Dealings Approval Unit (LDAU)

Non-citizens includes SPR to own a landed property in Singapore requires Singapore Land Authority (SLA) - Land Dealings Approval Unit (LDAU) approval to own Restricted Properties

A non-citizen is defined as a person who is **NOT**:

- Singapore Citizen
- Singapore Company
- Singapore Limited Liability Partnership (LLP)
- Singapore Society

Residential Property Act (RPA) – Applicable to Non-Citizens a.k.a. Foreigners*

Restricted

- GCB
- Bungalow/ Detached
- Semi-Detached
- Terrace
- Strata Landed (No condo status) eg: Cluster Housing

No Restriction

- Condominium
- Apartment
- Commercial, eg retail, office
- Industrial, eg warehouse, factory

- Foreigners must go to **LDAU** to get In-Principle Approval first.
- An IPA from **LDAU** is valid for 12 months
- Foreigners can only own **1** restricted property for own occupation and not for rental.
- MOP for 5 years applicable except Sentosa (or 5 years from TOP or CSC whichever is earlier)

Land Dealings Approval Unit (LDAU)

Applicant Criteria

Each applicant is assessed on a case-by-case basis, taking into consideration, including but not limited to, the following factors:

- a. You should be a PR of Singapore for at least **five years**; and
- b. You must make **exceptional economic contribution** to Singapore.
Eg: Employment income assessable for tax

Generally, PRs are allowed to buy only restricted residential properties which do not exceed **15,000sqft** and **NOT** situated within a **GCB** area or not exceed **1,800sqm** that is situated in **Sentosa Cove**

Vacant Land are required to complete the construction within **3 years** from the approval letter

The Fixture Test

The test consists of 2 parts:

1. **The degree of annexation** – look at the degree to which the item is firmly attached to the land. An item that permanently attached to the land is likely to be a fixture
2. **The purpose of annexation** – looks at whether the item has been fixed for the enjoyment and convenient use of the land (possibly increasing the value of the property) or the enjoyment of the item itself results in a permanent and substantial improvement of the land is likely to be a fixture

Fixture??

- **Sale & Purchase**

- ✓ To avoid disputes, salespersons get the contracting parties to agree in writing in advance as to which items is fixture and which items is chattel to be removed from the property.

- **Rental**

- ✓ Upon the expiry of a lease, the tenant's chattels which have become fixtures will revert to the landlord become landlord's fixture.

- **Mortgage**

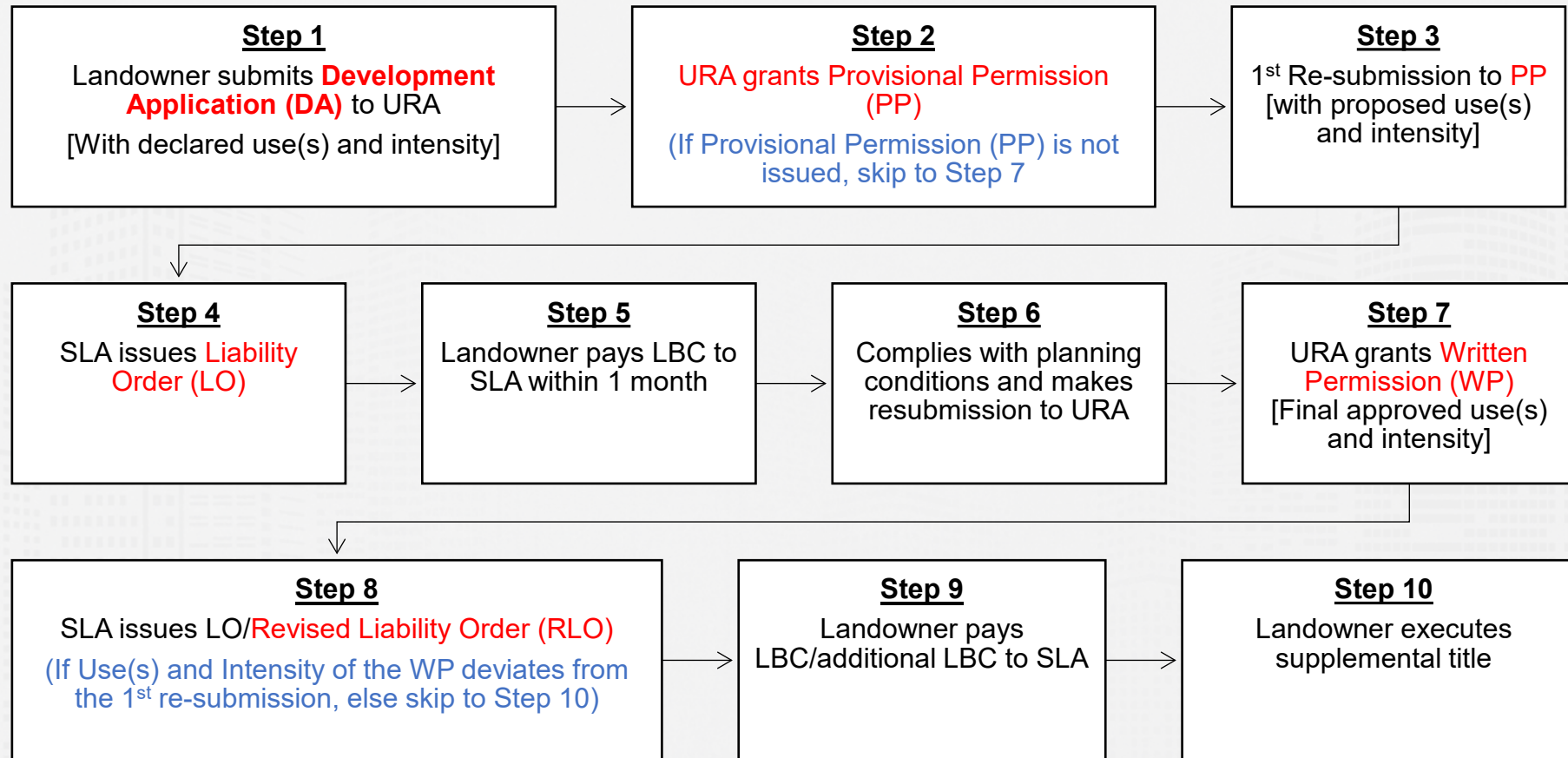
- ✓ If the land/property is mortgaged to the mortgagee (Bank), the mortgagor's chattels which have become fixtures therefore regarded as part of the mortgage security.

Land Betterment Charge Act 2021 (LBC)

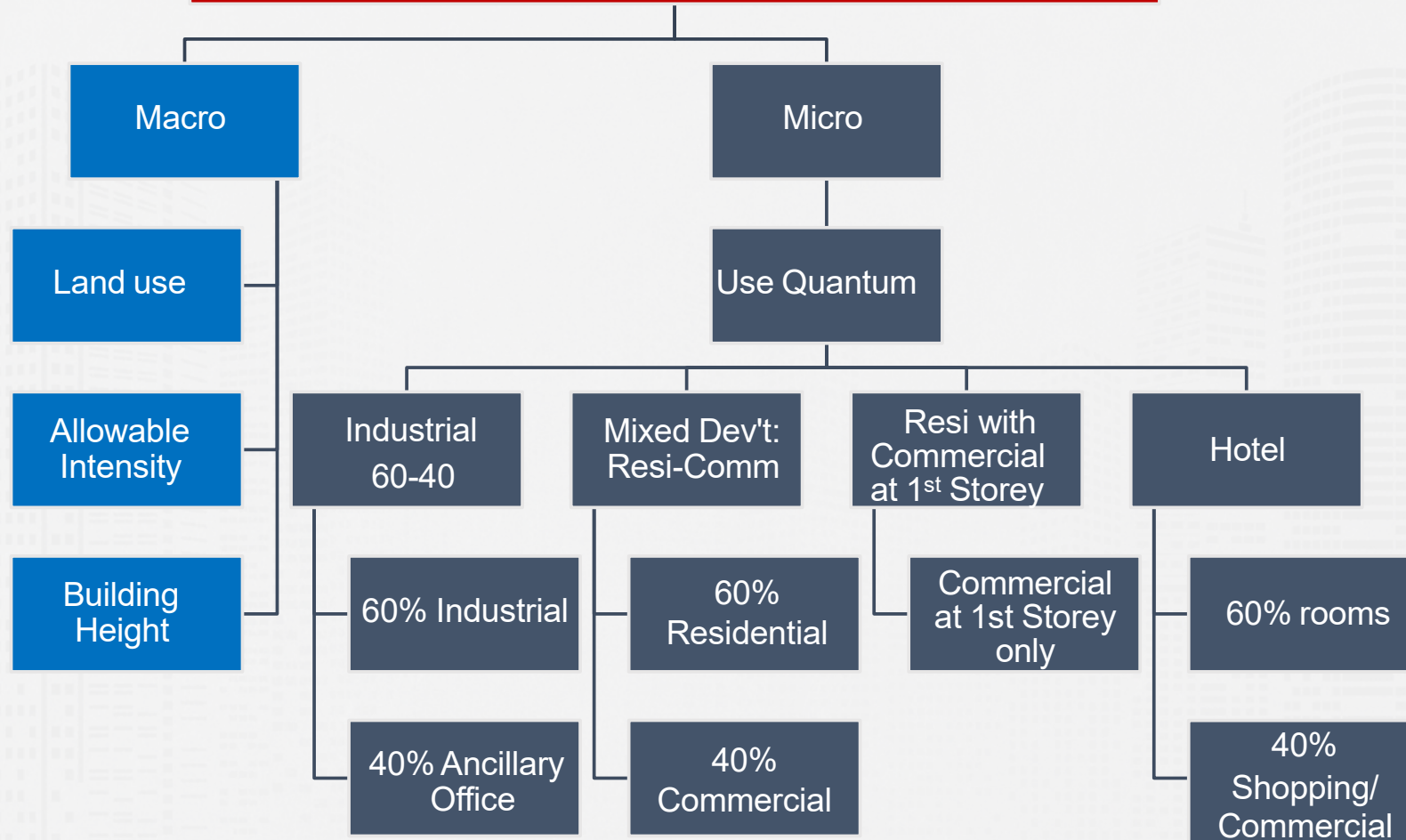
Land Betterment Charge (LBC) have come into effect for arising from Planning Application and/or involving Lifting of Restrictive Covenants.

- Land Betterment Charge is a **Tax** for the increase in value of land
- Land Betterment Charge (LBC) has replaced Differential Premium (DP), Development Charge (DC) and Temporary Development Levy (TDL)
- Applied to all planning permission plan lodgement and variation of restrictive covenants
- A fee of **\$1,100/-** will be collected for updating the database payable together with LBC upon issuance of the LO
- Collection of Charge by Singapore Land Authority (**SLA**)

Land Betterment Charge (LBC)



Development Control Parameters (Non-Residential)



Tenure & Estates in Land

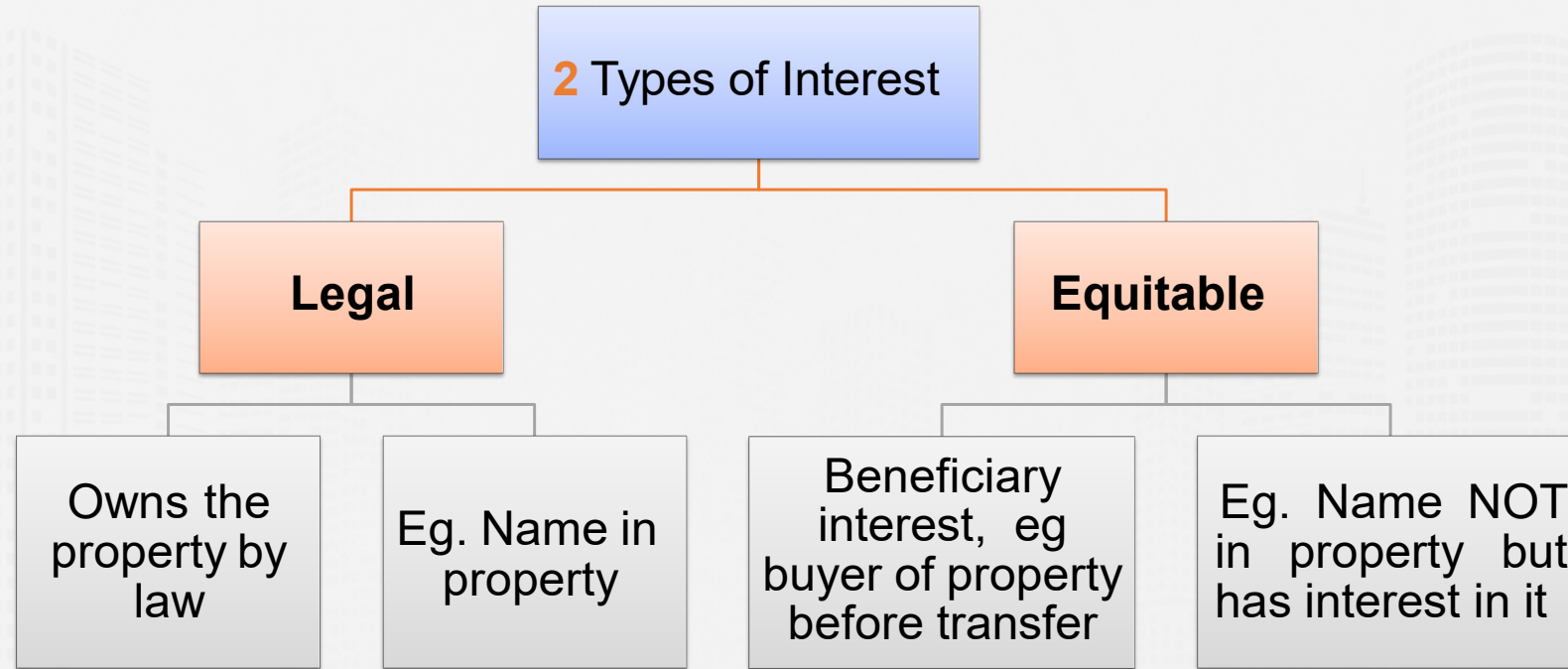
Doctrine of Tenure: All land ultimately belongs to the State and persons can only own an 'Estate'.

Doctrine of Estate: Holding of land is based on **TIME**. It enable different persons hold same land over different of time and may have different interest.

Tenure (Conditions) refers to the mode or manner of holding land in which land is held on certain terms and conditions

Estate (Time) refers to the period of time the land is being held by the Tenants (Owners)

Interest in Land



Interests in Land

Present Interest

- current legal or equitable interest

Reversionary Interest

- interest granted ends and reverts back to the grantor or their heirs

Future Interest

- the interest one has after expiry of leasehold or life estate

Remainder of fee simple

- Describe the remaining interest after lease/life ends

Freehold titles do not have future reversionary interest, i.e. future interest, remainder of fee simple only exists because of leasehold estates.

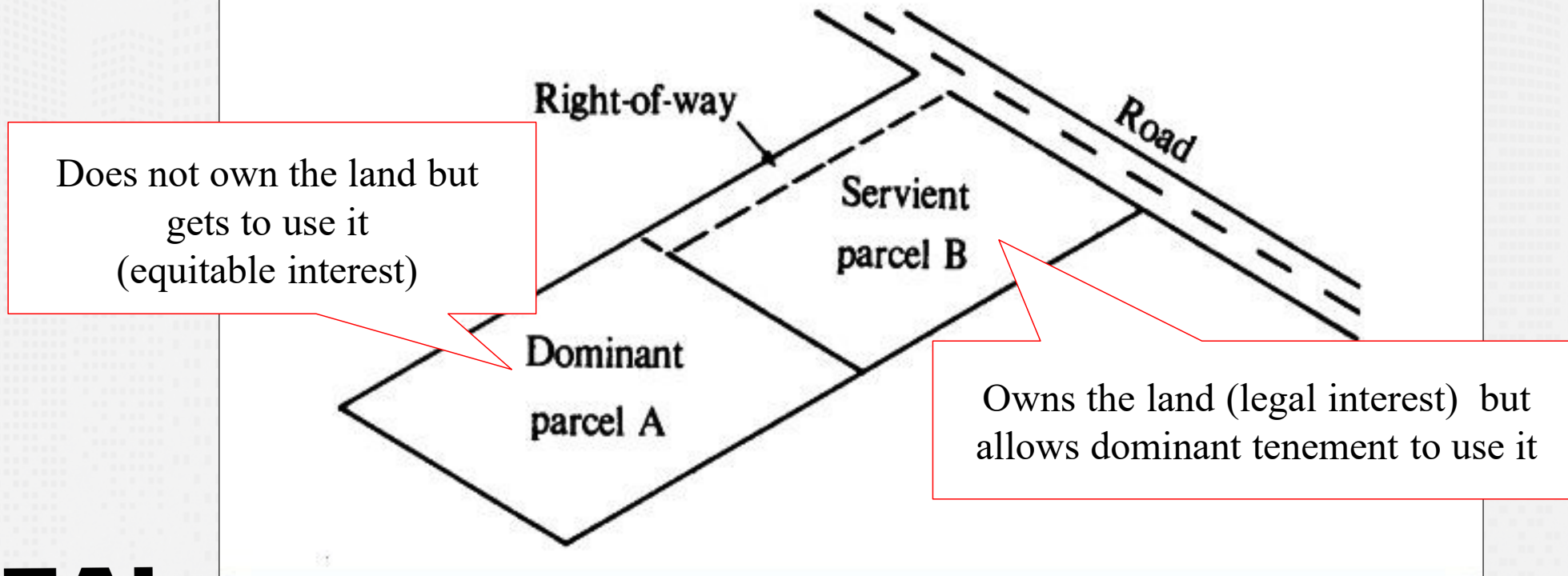
Encroachment onto State Land

For encroachments from private properties onto / over / under State Land:

- **3cm or less:** Submission Sketches Plan to the Chief Surveyor would be sufficient. (Otherwise, to remove the encroaching feature if found intentionally build the feature up to 3cm into State Land)
- **More than 3cm:** Apply Temporary Occupation Licence (TOL) with SLA, subject to agencies' clearance and fulfilment of SLA's criteria for retention of the encroachments. SLA may require the owner to pay TOL fees. A new TOL may be issued when there is changes of ownership. (TOL fees revise every 3 years)

Easement Appurtenant (Dominant Tenement and Servient Tenement)

Land that benefits from an easement on another property. The other property, which usually is adjacent, is the servient tenement. **Example:** In Figure below the owner of Parcel A has a right-of-way easement to the road by going across Parcel B.



Creation of Easement

Implied by Statutory Law

By Act of Parliament:
E.g.: Pedestrian paths (right of way), right of water & electricity in condo, party wall in landed (right of support)

Implied by Common Law

By Expressed or Implied Reservation or Grants:
Seller reserves or grants an easement over land he sold to another parties

By Necessity:
Granted easement for land surrounded by others

By Prescription:
Easement presumed overlong usage

Difference Between Easement, Restrictive and Positive Covenants

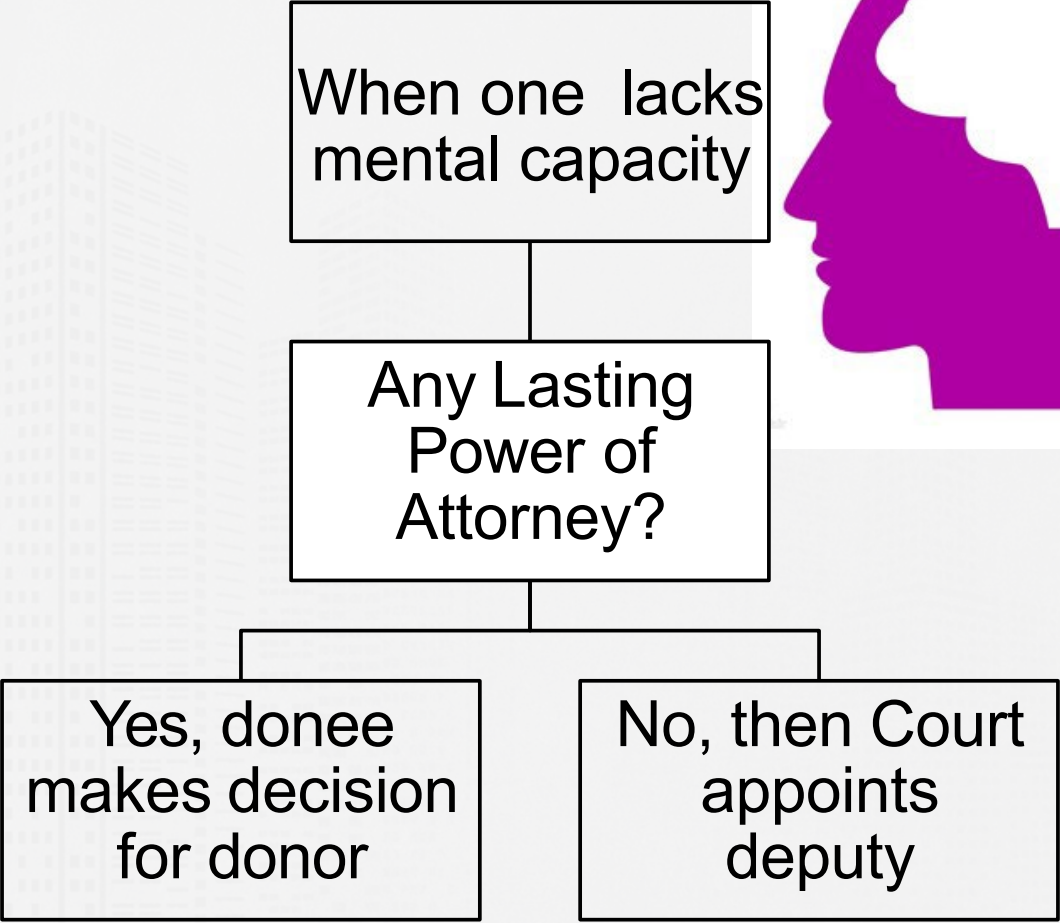
Easements	Restrictive Covenants	Covenants
<p><u>Dominant Tenement</u></p> <ul style="list-style-type: none">• I have right of way / water / support / electricity over someone's land	<p><u>Servient Tenement</u></p> <ul style="list-style-type: none">• Run with land<ul style="list-style-type: none"><input type="checkbox"/> I promise not to block someone right of way / support / water & etc.<input type="checkbox"/> I promise not to sell my HDB flat within MOP period• Does not run with land<ul style="list-style-type: none"><input type="checkbox"/> I cannot use properties for illegal means<input type="checkbox"/> I cannot plant durian tree	<p><u>Positive Covenants</u></p> <ul style="list-style-type: none">• Runs with land<ul style="list-style-type: none"><input type="checkbox"/> I promise to <u>maintain and repair</u> the fence, pipes, drainage, boundary walls on my land• Does not run with land<ul style="list-style-type: none"><input type="checkbox"/> I promise to paint the fence<input type="checkbox"/> I promise to sweep the driveway daily

Joint Tenancy & Tenancy-in-Common

	Joint Tenancy	Tenancy-in-Common
Ownership	Undivided Interest	Distinct shares
Right of survivorship	Yes	No
Unity	<ul style="list-style-type: none"> • Possession • Title • Time • Interest 	<ul style="list-style-type: none"> • Possession
Passing of Property	Upon death, property passes to remaining joint tenants	Upon death, distinct shares pass according to will; no will, intestate law

JT is terminated/severed to be TIC by:

1) Alienation 2) Partitioning 3) Court order 4) Upon Bankruptcy



Mental Capacity Act (MCA)

The Mental Capacity Act (the Act) enables people to plan ahead and gives them the power to make choices for their future before they lose their mental capacity

Lasting Power of Attorney (LPA)

- The LPA is a legal document which allows a person who is at least 21 years of age ('*donor*'), to voluntarily appoint one or more persons ('*donee(s)*') to make decisions and act on his behalf should he lose **mental capacity** one day. A donee can be appointed to act in the two broad areas of **personal welfare** and **property & affairs** matters.
- If there is more than 1 donee, decide if they are to act
 - Jointly -- donees have to act together, cannot act separately
 - Jointly & severally -- donees can make decisions together or separately. Both types of decisions are valid.

LPA Donee Authority

Donees may:

- Buy, sell, rent, mortgage property
- Open, close, operate bank accounts
- Receive dividends, income, inheritance benefits or other financial commitments
- Handle tax matters
- Pay rent, mortgage & household expenses
- Invest donor's monies
- Purchase vehicle or equipment

What if there is no LPA:

- Application of Deputyship to the Court
- The Court will appoint deputy, lawyers or social workers to make key decisions regarding personal welfare or finances.

Valid Contract

Four elements in a contract:

1. Offer
2. Consideration
3. Acceptance
4. Intention to create legal relations

Property contracts must also have 3 Ps:

1. Property address
2. Parties Names
3. Price agreed



Vitiating Factors

- A contract cannot be terminated by either party, unless it is mutually agreed or vitiating factors occur.
- A valid contract becomes VOID or VOIDABLE under following circumstances:

Void



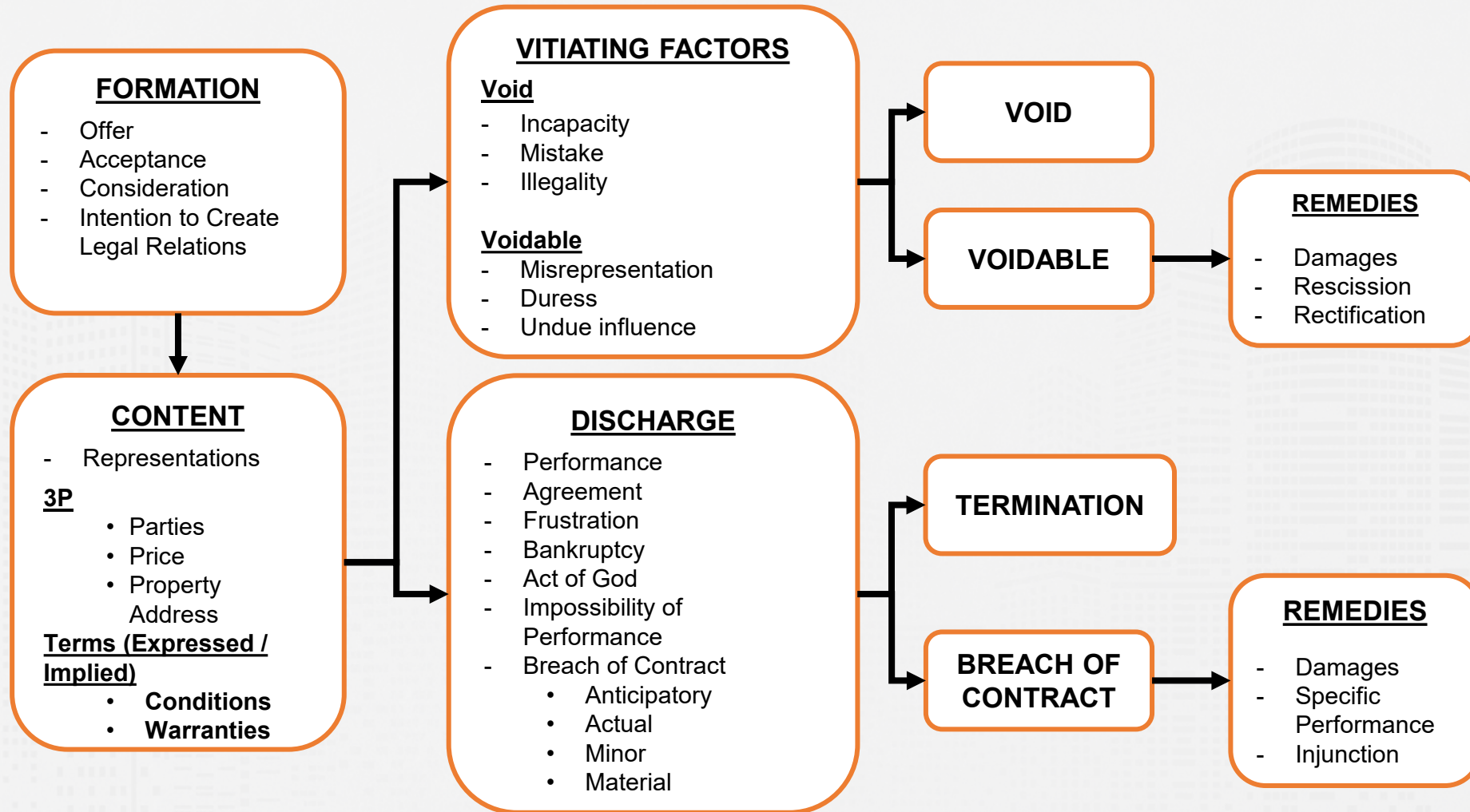
- Incapacity
- Mistake
- Illegality

Voidable



- Misrepresentation
- Duress
- Undue Influence

Overview of a Contract



Misrepresentation

- Wrong statement of facts – verbal or written (and size, strata area, usage of property, tenure)
- **Wrong opinion is not misrepresentation.**
- May cause contract to be voidable
- 3 types of misrepresentation (below)

Innocent

- Ignorant
- Believes it is true

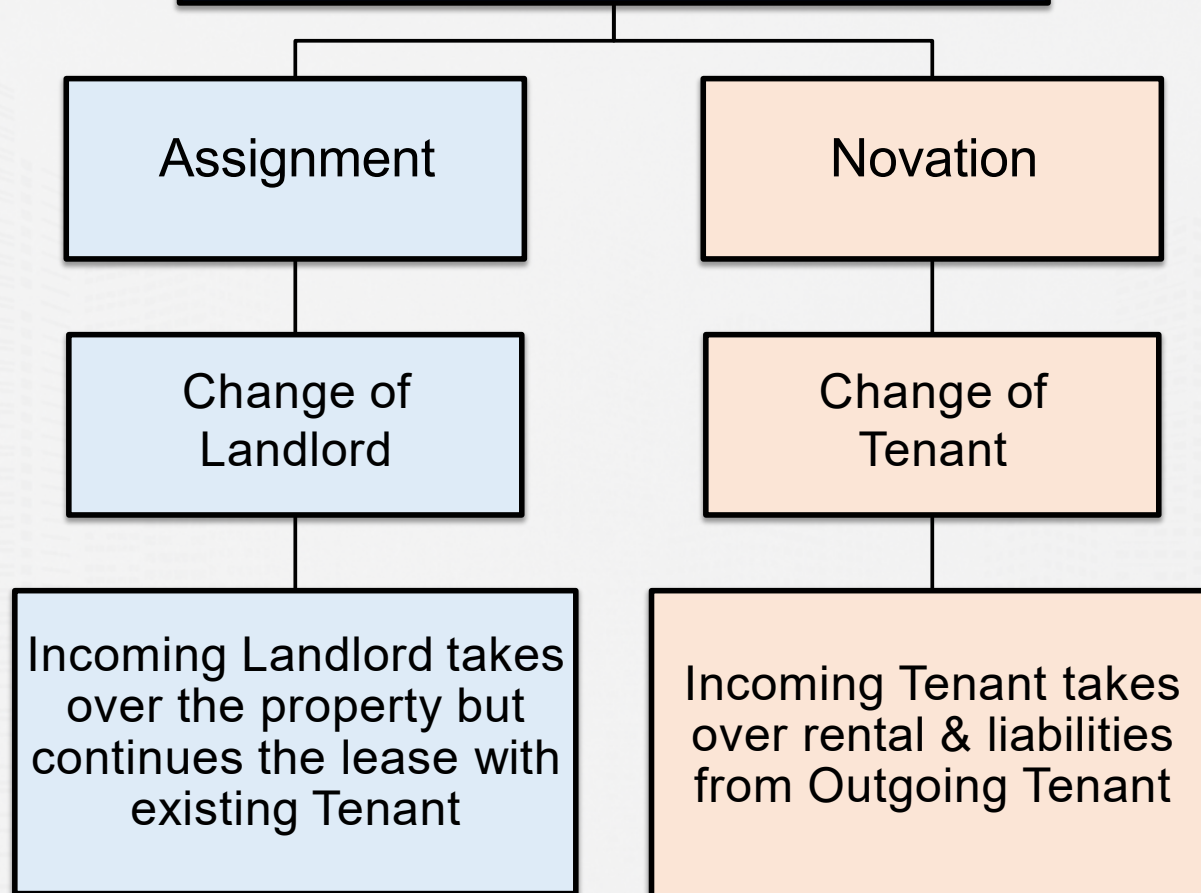
Negligent

- Careless
- Never do due-diligence

Fraudulent

- Dishonest
- Provide false statement

Transfer of Lease Contracts



Privity of Contract & Privity of Estate

- **Contracts** are made between two or more parties
- **Privity** means a relations between parties that is recognized by law
- **Privity of Contract** – Only parties to a contract are able to enforce the rights and obligations (e.g. sue or be sued on contract)
- In situations like third parties involved after the contract executed (e.g. purchaser buys with tenancy or change of tenants)
- **Privity of Estate** – A third parties creates legal relationship between the contractual parties
- In certain context of Landlord/Tenant, both may have “**Privity of Contract**” and “**Privity of Estate**”

Mortgage

Legal Mortgage
(signed agreement &
transfer legal title to
Mortgagee)

Owner assigns his
legal interest to bank

Bank (Legal interest)

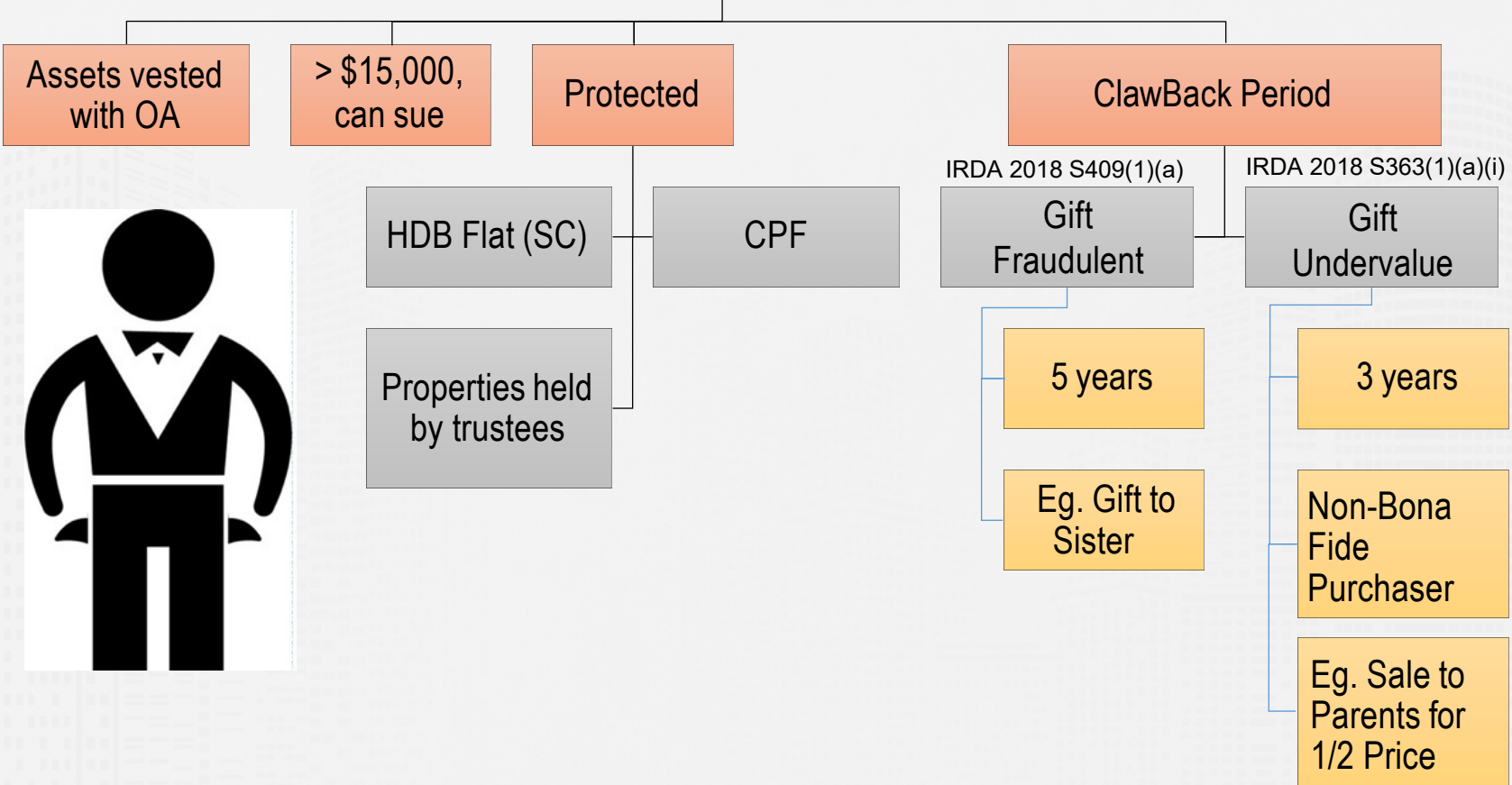
Owner (equitable
interest)

Equitable Mortgage
(mortgage agreement
signed by equitable
interest holder)

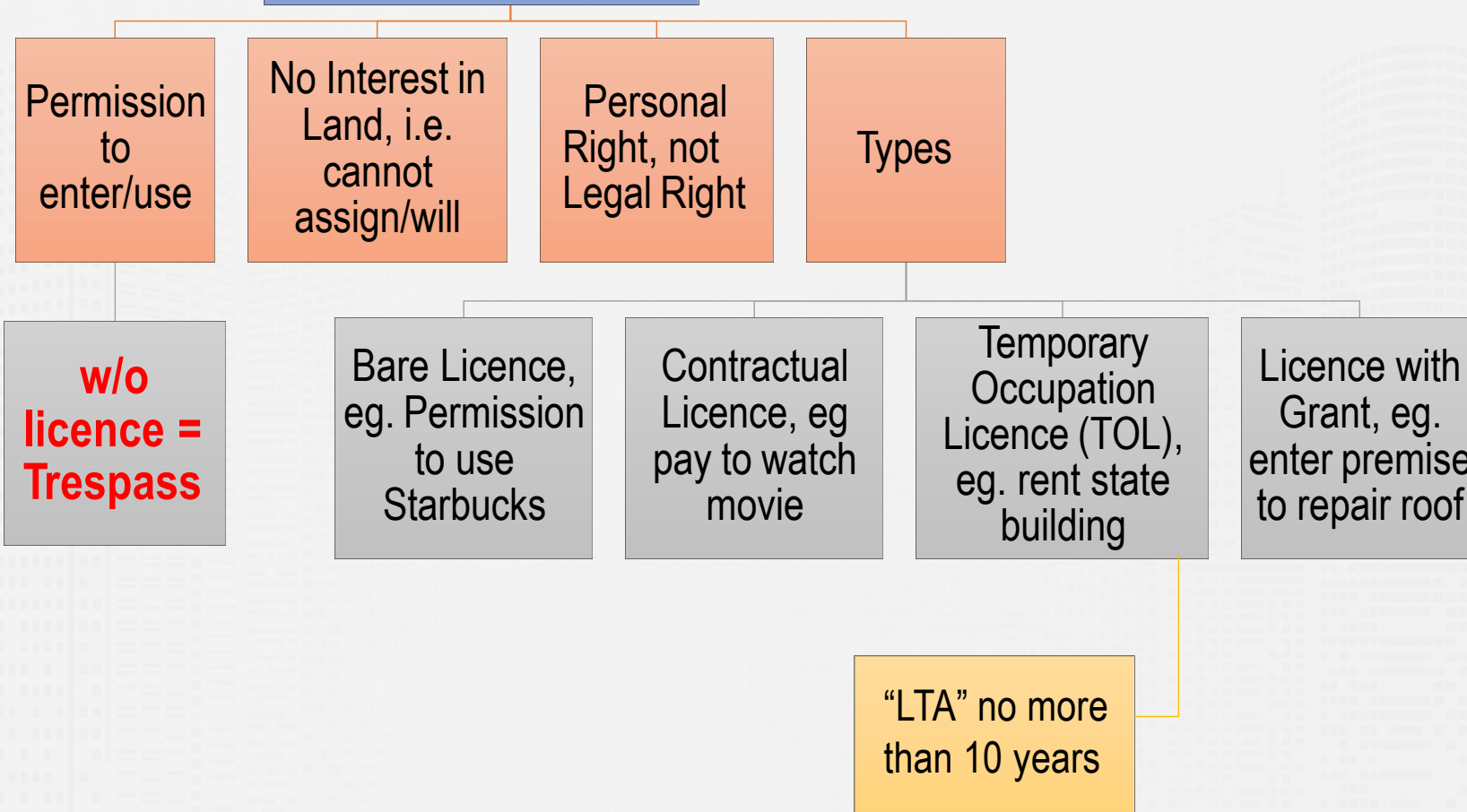
Equitable interest
holder (mortgagor)
borrows from lender
(mortgagee)

Eg. Beneficiary of
Trust borrowing from
bank

Insolvency, Restructuring and Dissolution Act (IRDA) 2018

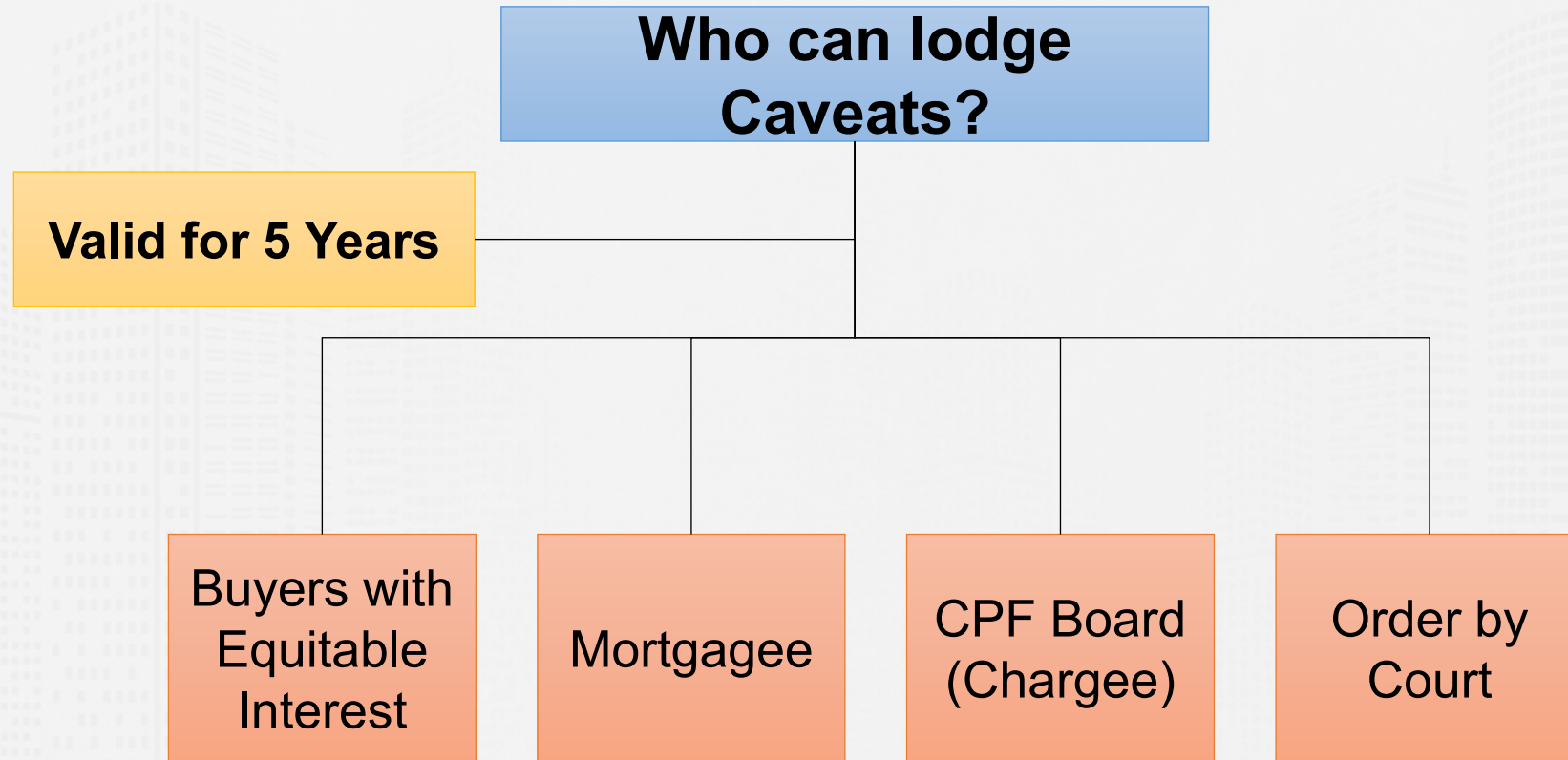


Licence

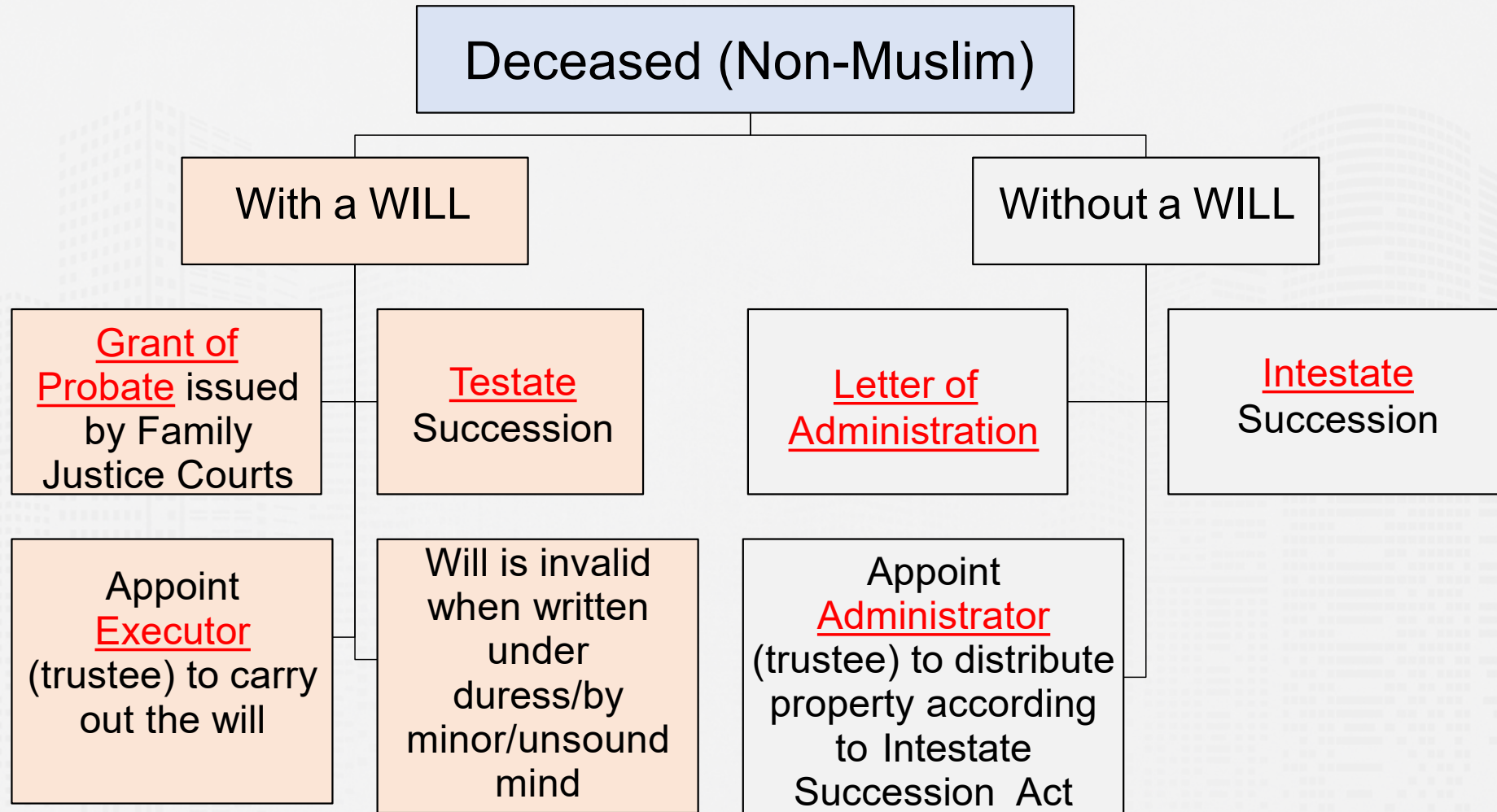


Caveat

Instrument for someone who claims an interest in the land



Succession



Singapore's Intestate Succession Act (Cap. 146) Without Will (Applies to Non-Muslims)

No.	Deceased Die Intestate Leaving	Distribution (Non-Muslims)
1	Spouse (No Issue & Parent)	Spouse – 100%
2	Spouse & Issue	Spouse – 50% Issue – 50% (equally shared)
3	Issue (No Spouse)	Issue – 100% (equally shared)
4	Spouse & Parent (No Issue)	Spouse – 50% Parent – 50% (equally shared)
5	Parents (No Spouse & Issue)	Parent – 100% (equally shared)
6	Siblings (No Spouse, Issue & Parents) or their Children	Siblings – 100% (equally shared)
7	Grandparents (No Spouse, Issue, Parents, Siblings and their Children)	Grandparents – 100% (equally shared)
8	Uncles and Aunts (No Spouse, Issue, Parents, Siblings and their Children & Grandparents)	Uncles and Aunts – 100% (equally shared)
9	None of the above	Government – 100%

Issue: A child (legitimate or legally adopted) and the descendants of a deceased's child. Illegitimate children and transferred children are **NOT** entitled under the Intestacy Rules.

Intestate Succession Act

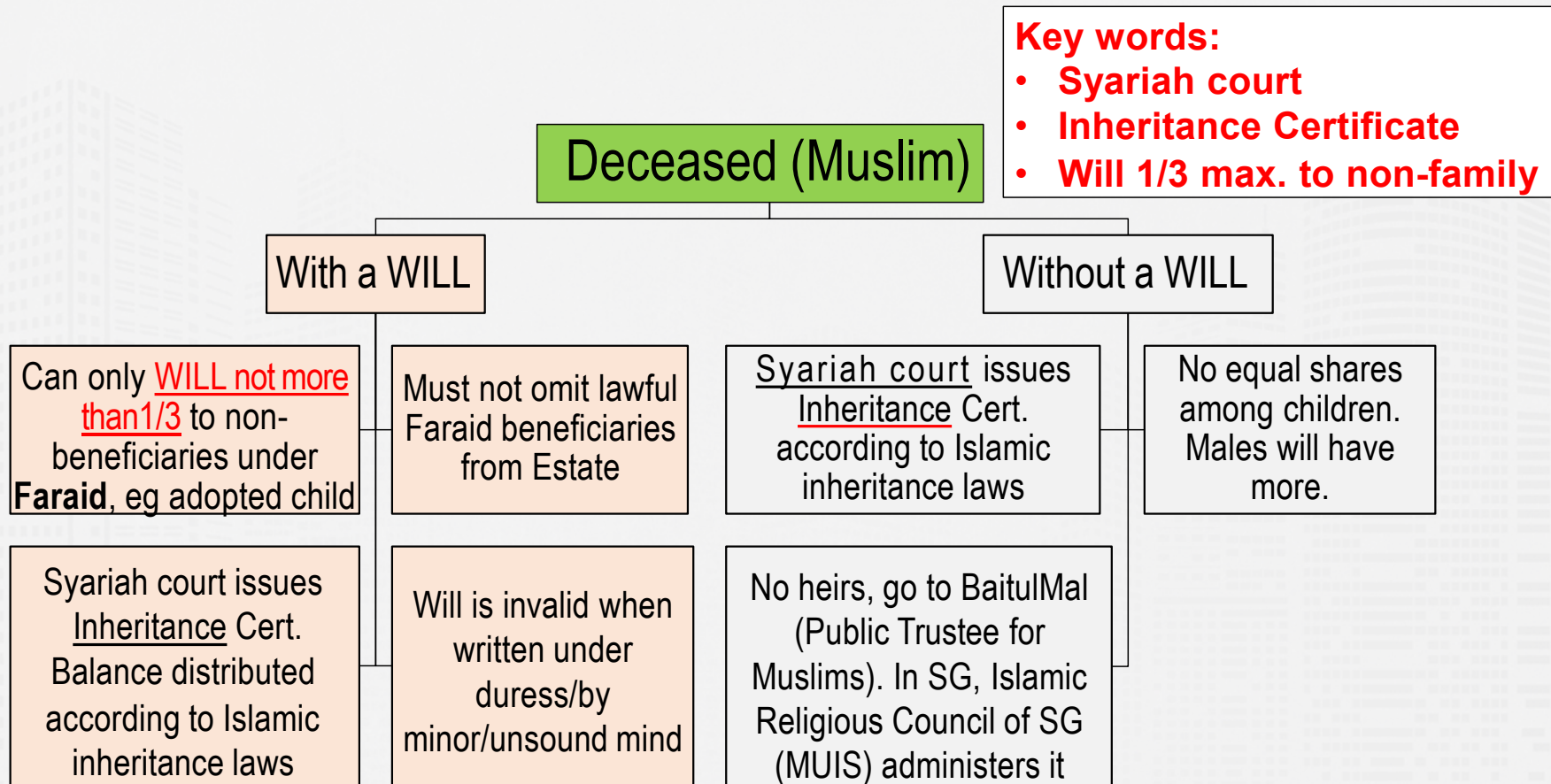
Exclusions

Exclusions, i.e. get nothing:

- i. Illegitimate children
- ii. Second or more family
- iii. Co-habiting couple
- iv. Step children
- v. After final judgement (in a divorce); interim judgement still valid for claims.



Succession



Duty of Care

- Agents owes a duty of care not only to their principals but to 3rd parties too.
- Example: Seller's agent has duty of care NOT to misrepresent information to 3rd party (Buyer), eg.,
 - Provided info. of **4,000 sqft** land to buyer. SLA Inlis search by buyer's lawyer found it to be **3,950 sqft**.
 - Buyer can sue the Seller's agent (who has duty of care) for misrepresentation.

There must be a duty of care owed to plaintiff

There is breach of this duty

Plaintiff suffered damage or loss as a result of the breach

The loss or damage is not too remote

Caveat Emptor

- Caveat emptor = let the **buyer beware**
- Not duty of seller's agent nor seller's duty to inform buyers of any **patent defects or latent defects** on the property even if they are aware of such defects.
- It is the **buyer's duty to examine** & satisfy himself of the condition of the property before he buys.
 - ❑ After the purchase, buyer shall not hold seller liable for any such defects found and also not entitled to rescind the contract. e.g. *buyer did not notice there was leakage problem to the property before the purchase*. Subsequently, buyer discovered such defects. Buyer cannot abort the purchase nor sue the seller for non-disclosure.
- **Silence does not constitute misrepresentation**
- Seller and/or seller's agents are **not allowed** to mislead the buyer by giving wrong information (misrepresentation)