



## HEETON HOLDINGS LIMITED

(Unique Entity Number 197601387M)  
Incorporated in the Republic of Singapore

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### PURCHASE OF PROPERTY THROUGH TENDER

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The Board of Directors (the “**Board**”) of Heeton Holdings Limited (the “**Company**”) and together with its subsidiaries, the “**Group**”) is pleased to announce that the tender submitted by Oxley Serangoon Pte. Ltd. (the “**Purchaser**”) for the collective purchase (the “**Purchase**”) of the property known as Serangoon Ville at 128, 129, 130, 131, 132, 133, 134, Serangoon North Avenue 1, Singapore (the “**Property**”) at the purchase price of S\$499,000,000 (the “**Purchase Price**”), had been duly accepted by the owners of the Property (the “**Owners**”) on 26 July 2017 (the “**Date of Acceptance**”).

The Purchaser is a joint venture company whose shareholders are the Unique Invesco Pte. Ltd. (“**UIPL**”) (20%), Oxley Holdings Limited (“**Oxley**”) (40%), Lian Beng Group Ltd (“**LBG**”) (20%) and Apricot Capital Pte. Ltd. (20%).

UIPL is a 25.0%-owned associated company of Heeton Homes Pte Ltd, a wholly-owned subsidiary company of the Company.

#### **Description of Property**

The Property is a former HUDC estate which has been privatised. The site area is approximately 27,583.9 square metres.

The Purchaser intends to apply for the grant of a fresh 99-year lease for the Property and to redevelop the Property, subject to obtaining all the necessary approvals from the relevant authorities. An estimated differential premium of S\$195 million is payable to the State for the top-up of the lease and for the development of the site to a gross plot ratio of 2.8.

#### **Purchase Price**

The Purchaser had offered to purchase the Property at the Purchase Price, after taking into account current market prices of properties in the surrounding area and the Property’s redevelopment potential.

A tender fee of S\$500,000 had been paid upon the submission of the tender offer by the Purchaser. The Purchaser shall make a payment of 5% of the Purchase Price (less the tender fee) within 14 days after the Date of Acceptance.

The sale and purchase of the Property shall be completed and the balance 95% of the Purchase Price shall be paid:

- (i) within 12 weeks after the Date of Acceptance; or
- (ii) within 12 weeks after the date of the Purchaser’s receipt of the written confirmation from the Owners’ solicitors (the “**Solicitors**”) that the Sale Order (as defined

below) (if applicable) has been granted, or, if an appeal is filed, within 12 weeks after the Purchaser's receipt of the written confirmation from the Solicitors that the Sale Order is granted or affirmed by the Court of Appeal; or

- (iii) within 12 weeks after the Purchaser's receipt of the written confirmation from the Solicitors that all the registered proprietors of the Property holding 100% share value and 100% strata area consents to the sale of their respective units in the Property,

whichever is the latest (the "**Completion Date**")

### **Funding of Purchase**

The Group will fund its portion of the Purchase Price by internal resources and external borrowings.

### **Key Terms of the Purchase**

In addition to the key terms of the Purchase mentioned above, other key terms include the following:

- (a) if applicable, the sale and purchase shall be subject to the Owners obtaining an order from either the Strata Titles Board or the High Court (including any appeals to the Court of Appeal) under the Land Titles (Strata) Act approving the collective sale of all units in the Property (the "**Sale Order**");
- (b) the Property is sold with vacant possession to be delivered within 6 months after the Completion Date;
- (c) the sale of the Property is subject to the Purchaser obtaining the approval of the Land Dealings (Approval) Unit or such other relevant authorities pursuant to the Residential Property Act for the purchase of the Property on or before the Completion Date;
- (d) subject to the terms of the contract for the sale and purchase of the Property, the Property is sold on an "as is, where is" basis in its present state and condition;
- (e) the Property is sold free from all encumbrances (including but not limited to any outstanding or contingent charge or liability for estate duty) and any endorsements of gift transactions. The title to the Property shall be properly deduced;
- (f) the sale and purchase of the Property is subject to:
  - (i) the Purchaser obtaining, at the Purchaser's cost and expense, outline planning permission under the provisions of the Planning Act from the competent authority for developing on the land on which the Property stands (the "**Land**") a residential development with gross plot ratio of not less than 2.8 in accordance with the 2014 Master Plan; and

- (ii) the Purchaser obtaining, at the Purchaser's costs and expense, written in-principle approval from the Singapore Land Authority to issue a fresh lease for the Land of at least 99 years and the lifting of a specified title restriction so as to permit the redevelopment of the Property in accordance with the outline planning permission.

The Purchase is a transaction carried out in the ordinary course of the Group's business.

### **Financial Effects**

The Purchase is not expected to have a material impact on the earnings per share or net tangible assets per share of the Company for the current financial year ending 31 December 2017.

### **Interests of Directors and Controlling Shareholders**

None of the Directors and, to the best knowledge of the Directors, none of the substantial shareholders or controlling shareholders of the Company, has any direct or indirect interest in the above transaction.

### **BY ORDER OF THE BOARD**

Teng Heng Chew Eric  
Executive Director and Chief Executive Officer  
26 July 2017