

Paper 1 Questions

1. Which is not an easement?
 - a) Right of passage of water, electricity, drainage and gas
 - b) Right of access to the main road through your neighbour land
 - c) Government plans that requires the use of land for road expansion
 - d) Rights to lights
2. Which of the following makes a contract void?
 - a) Sales and purchase agreement signed in other languages other than English
 - b) Sales and purchase agreement signed by mentally unsound person
 - c) Tenancy agreement written in English but signed by a person who could not read English
 - d) Option to purchase signed by a person above 65 years old
3. What is the minimum plot size of a detached house?
 - a) 400 sqm
 - b) 1400 sqm
 - c) 200 sqm
 - d) 800 sqm
4. Equitable mortgage can be created by:
 - a) Verbally
 - b) Depositing of title deeds
 - c) Forming a contract with consideration
 - d) Selling the property along with equitable mortgage
5. Jake bought a condominium with his wife and brother. The co-ownership will be converted into tenancy in common if
 - a) Jake's brother decides to will his share to his wife
 - b) Jake divorce his wife
 - c) Jake marry a second wife
 - d) All of the above
6. Dennison transferred his property to his brother Calvin on the express understanding that he is to hold and manage it for Dennison's 3 year old daughter Matilda until she reaches the age of 21. Which of this statement is/are correct?
 - i. Calvin is the legal owner of the property
 - ii. Calvin is called the trustee
 - iii. Matilda is called the beneficiary
 - iv. Matilda is the legal owner of this property
 - a) (i) only
 - b) (ii), (iii)
 - c) (i), (ii), (iii)
 - d) All of the above
7. Kelvin's property is situated in a tree conservation area. When he sells the property to Oliver, the burden of the land is
 - a) Not passed on to Oliver as it is just a tree
 - b) Not passed on as there is no such thing as a tree conservation area
 - c) Passed on to Oliver as the property is zoned as a tree conservation area
 - d) Passed on to Oliver as the state covenant binds successive party
8. Which rights does not belong to a mortgagee?
 - a) Rights of foreclosure
 - b) Rights of redemption
 - c) Rights to sell
 - d) Rights to appoint a receiver
9. Which of the following does not make a contract void?
 - a) Option to purchase signed by a buyer who is 18 years old
 - b) Option to purchase signed by a company employee
 - c) Tenancy agreement signed by a 20 year old undergraduate student
 - d) Sales and purchase agreement of a landed property in Singapore signed by a 25 year old Singaporean on behalf of a foreigner.

10. Terry owns a rare newly built 4 room BTO unit with a size of 1008 sqft sitting at 36th storey right beside Kallang MRT. His MOP date will be in 3 years' time.
Gerald, a fresh graduate with his wife approached Terry with a letter of intent along with \$5,000 as a consideration to purchase Terry's HDB unit for \$500,000.
Terry agreed and signed on a letter that says he will sell the house for \$500,000 in 3 years' time.
3 years later, Gerald approached Terry. However, the property price in that area has increased to more than 1 million in valuation.
Terry decided not to sell unless Gerald offers him 1 million.
- Which of the following is true?
- Terry have to sell as he agreed and signed on the contract
 - Terry have to sell as a binding contract was formed
 - Terry does not need to sell as the contract is void
 - Terry does not need to sell as the sales have to be in accordance to market valuation
11. What is the maximum validity period for CEA prescribed agency agreement?
- 1 month
 - 3 month
 - 6 month
 - As long as you like
12. What is the minimum plot size for a semi-detached house?
- 80 sqm
 - 180 sqm
 - 200 sqm
 - 150 sqm
13. Salesperson are to keep record of all offer for _____.
- No requirement
 - 6 months
 - 1 year
 - 5 years
14. Which of the following is an accessory lot?
- MK05-U1266
 - MK05-A1266
 - MK05-U1266A
 - MK05-1266A
15. Which of the below are considered landed property?
- Detached house, bungalow, terrace house
 - Detached house, cluster house, terrace house
 - Detached house, semi-detached house, cluster house
 - All of the above
16. An easement will be terminated when:
- Easement that is no longer in use after 10 years
 - Easement that is no longer in use after 12 years
 - By express agreement
 - By amalgamation
 - (i), (iii)
 - (ii), (iii)
 - (i), (iii), (iv)
 - (ii), (iii), (iv)
17. Hugh' wife passed away with a will. Hugh will need to get a _____ from court.
- Grant of execution
 - Letter of administration
 - Grant of probate
 - Letter of will

18. What property can a foreigner buy?
- a) HDB, Industrial, Commercial, Condominiums, Shophouse
 - b) Industrial, Commercial, Shophouse, Townhouse
 - c) Foreigner are not allowed to buy any property in Singapore
 - d) Foreigner are only allowed to buy condominiums and landed property in Sentosa
19. Which of the following is not a future interest in land?
- a) Buying an executive condominium that is currently under construction
 - b) Buying a property with tenancy
 - c) Buying a condo with 60 years lease left
 - d) Interest as a beneficial
20. What is a resulting trust?
- a) A trust resulted by will
 - b) A trust done by deed
 - c) A trust determined by court judgement
 - d) A trust assigned by original trustee
21. Can a foreigner buy landed property in a condominium?
- a) No. They are not allowed to buy any landed property
 - b) Yes. They are allowed to buy a strata landed approved before 3 Apr 2012
 - c) Yes. They are allowed to buy as long as it is in a condominium
 - d) Yes. They are allowed to buy a strata landed approved after 3 Apr 2012
22. Which of the following make the contract void?
- a) HDB Option to Purchase signed by one who is mentally unsound
 - b) Agency Agreement signed by an illiterate
 - c) Sales and Purchase Agreement signed in other languages except English
 - d) Tenancy Agreement signed by more than 10 parties
23. Landlord and tenant have signed the tenancy agreement. A week later, landlord's agent found a typo mistake made in the TA,
- a) The agent could do the amendment without parties' consent
 - b) The agent could not do any amendment without parties' consent
 - c) The agent could not do any amendment unless it is with a lawyer's consent
 - d) The agent could do the amendments if he was the one who drafted the contract
24. Error in the adjustment of strata area is limited to 3% for uncompleted projects. How is this illustrated under the Law?
- i. Error less than 3% does not subject to a breach of contract
 - ii. Error less than 3% is subjected to a breach of warranties
 - iii. Error more than 3% is subjected to a breach of conditions
 - iv. Error more than 3% is subjected to a breach of warranties
- a) (i) & (ii)
 - b) (i) & (iv)
 - c) (ii) & (iii)
 - d) (ii) & (iv)
25. A tenant signed the tenancy agreement. After which the landlord promised to remove his table from the storeroom. Tenant moved in and realized that the table was still in the storeroom.
- Can the tenant sue the landlord?
- a) No. There is no consideration for the Landlord's promise. The tenant has agreed to the tenancy before the promise to remove his table from the storeroom
 - b) No, Landlord's promise is a past consideration
 - c) Yes, a verbal promise is still enforceable under implied covenant
 - d) Yes, Landlord has breached the condition of his promise to the tenant
26. Consumer Protection (Fair Trading) Act is administered by
- a) Consumers Association of Singapore
 - b) Singapore Mediation Center
 - c) Singapore Institute of Arbitrators
 - d) Community Mediation Center

27. Is it the duty of the seller to disclose defects to potential buyers?
- Seller is to disclose the patent defects to potential buyers
 - Seller's salesperson is to disclose the latent defects to potential buyers
 - Seller's salesperson is to disclose both the patent defects and latent defects to potential buyers
 - Seller's salesperson need not disclose the patent defects nor latent defects to potential buyers
28. Residents of the Hillside Condominium sued 4 parties involved in the development over numerous alleged defects caused by the negligence of sub-contractors. They have hit a snag in their fight for \$32 million in damages. 3 defendants, the developer, architect and main contractor are largely off the hook for negligence claims following a landmark ruling on construction liability by the High Court. Why?
- Because they have no proximity with the residents
 - Because they do not owe the residents any duty of care
 - Because they put up a defense on the grounds that they are not vicariously liable for the negligent acts of the independent contractors
 - Because the residents failed to prove that the developer, architect and main contractor are the ones who caused the defects and damages
29. If the salesperson told his client the wrong size of the apartment resulting in his client paying more rent, the salesperson has committed:
- Innocent misrepresentation
 - Negligent misrepresentation
 - Fraudulent misrepresentation
 - Mistake
30. Agent A held himself out as a property consultant and advised S to sell his property below fair market price. S acted on A's advice and subsequently, the property prices went up after the sale.
Is the agent liable?
- A is liable to S for professional negligence
 - A is not liable to S for fair market price is simply an opinion
 - A is not liable to S as S assumed the risk by acting upon it
 - A is not liable to S as A has no duty to advise on the market price
31. The remedies against waste is/are:
- Claim damages for the reduction in value of the property as a result of the acts of waste of the tenant
 - Terminate the lease of one committing the waste
 - Obtain an injunction against further and future waste on the property
 - All of the above
32. Which of the following sale/lease of land is valid but unenforceable?
- A and B sign tenancy agreement but didn't pay stamp duty for the lease
 - A and B agree to understate selling price to save on stamp duty
 - Agent sold house with misrepresentation
 - A verbally agreed to sell property to B without any agreement signed
33. Considerations are given to the landlord in the form of a cheque together with a Letter of Intent stated 'Subject to Contract'. Landlord banked in the cheque and asked his agent to prepare the Tenancy Agreement. The tenant later found out that the covenants stated on the TA are not in his favour. Can he stop the deal and take back his cheque?
- No. Once deposit is paid, it cannot be taken back
 - Yes. There is no contract between Landlord and Tenant when the TA is not signed yet
 - No. Letter of Intent is a contract between Landlord and Tenant. Therefore, Landlord has the right to forfeit the deposit
 - Yes. Letter of Intent is not a contract with the 'Subject to Contract' as long as TA is not signed. Therefore, the deposit is to be returned to the tenant
34. A student who is 18 years old is allowed to:
- Buy a commercial shop
 - Lease a shophouse for 2 years
 - Lease a commercial shop for 5 years
 - Rent a commercial shophouse monthly
 - (ii) & (iii)
 - (iii) & (iv)
 - (ii) & (iv)
 - (i) & (iv)

35. If the lease is silent as to when the rent should be paid,
- Tenant can pay the rent in arrears but must not exceed 30 days
 - Tenant must pay the rent in advance at the beginning of each month
 - Tenant can decide when to pay the rent as long as the rent is paid before expiry of the lease
 - Landlord can insist that tenant pays him for the rent as and when it is called for
36. Under PUB's Code of Practice and Surface Water Drainage, new developments and redevelopments sites are required to comply with the stipulated Minimum Platform Level for flood protection purposes. Which of the following is correct?
- The internal finished floor level must be at least 300mm above the adjacent road level
 - The internal finished floor level must be at least 300m above the adjacent road level
 - The internal finished floor level must be at least 30mm above the adjacent road level
 - The internal finished floor level must be at least 300m above the adjacent road level
37. URA has a new portal that allows users to readily check the allowable and last approved uses for private shophouses in Singapore. What is the name for this portal?
- URA USE
 - URA ALLOWABLE USES
 - URA PORTAL
 - URA SPACE
38. Which of the following is false regarding conversion of surplus car parking in commercial, mixed used and hotel developments within the Central Area?
- Building owners can convert surplus car parking spaces to other uses on a temporary basis
 - Development charge/differential premium of 70% of the value of enhancement is imposed to convert surplus car parking spaces to other uses
 - Development charge/differential premium of 100% of the value of enhancement is imposed to convert surplus car parking spaces to other uses
 - URA will not allow conversion of surplus car parking spaces to other uses when the site is located within or adjacent to Conservation areas.
39. With reference to Boundaries and Survey Mas (Conduct of Cadastral Surveys) Rules, unless otherwise stipulated on the strata certified plan, the common boundary of any lot with another lot or with the common property shall be measured from the _____ of the floor, wall or ceiling, as the case may be.
- Interior
 - Exterior
 - Center
 - Diaphragm
40. Every strata lot shall be surveyed and the linear measurements of the survey shall be rounded off to the nearest _____.
a) Centimeter
b) Meter
c) Millimeter
d) Kilometer
41. A salesperson's appointment had been terminated by the principal but the principal continues to hold out the salesperson as such. A third party relied on the principal's representation and entered into a contract through this same salesperson. The principal is prevented from denying that an agency exists under
- Estoppel
 - Equitable denial
 - Ratification
 - Agency of necessity
42. Buyer B decided to default on his Sales & Purchase agreement and decided to pull out of the purchase even though the S&P was signed. Seller A decided not to pursue the matter. Was the salesperson for Seller A entitled to commission?
- No. The deal was not successfully completed
 - Yes. If there was a special agreement made with Seller A for this situation
 - No. Salesperson did not do due diligence
 - Yes. But the commission amount will be reduced

43. Which of the following situations permit the seller not to give commission to the agent?
- a) Seller negotiates and close the deal directly with the buyer who was introduced by the exclusive agent during validity period
 - b) Seller terminates the exclusive agent just before signing the Sales & Purchase Agreement with buyer who was brought in by exclusive agent
 - c) Salesperson did not advertise and promote the property after getting the exclusive agency listing to sell
 - d) Seller terminates the exclusive agent after signing the Sales & Purchase agreement with the buyer
44. Whose duty to inform the buyer if agency relationship by estoppel was terminated between a seller and his agent before completion of sales & purchase?
- a) Seller
 - b) Agent
 - c) Seller & agent
 - d) Buyer
45. Salesperson A is appointed as Exclusive Agent by Owner S to sell his property for a period of time. Which of the following is true?
- a) S can hold A responsible if A did not make reasonable efforts to market or sell the property
 - b) S can hold A responsible if A fails to sell the property by the end of the exclusive period despite having taken reasonable efforts to market and sell the property
 - c) S can appoint another salesperson during the exclusive period
 - d) S can sell the property himself
46. If Sales and Purchase is aborted not due to either party's fault,
- a) They can claim damages from the state
 - b) They have to bear their own expenses
 - c) They will compensate each other for expenses incurred
 - d) They can apply to court for Specific Performance
47. Under Law Society of Singapore's Conditions of Sale 2012,
- a) Sellers are to remove all movable properties which are not included in the sale
 - b) Buyers are to remove all movable properties which are not included in the purchase
 - c) Agents must help to arrange for removal of all movable properties which are not included in the sale
 - d) Sellers are to leave all movable properties untouched if property is sold with tenancy
48. Under Law Society of Singapore's Conditions of Sale 2012,
- a) Sellers sell the property including fair wear & tear
 - b) Buyers can insist that sellers fix equipment and appliances that are spoilt before completion of sale
 - c) Sellers are to bear all risks after completion of sale
 - d) Buyers are to bear all costs before completion of sale
49. Under Law Society of Singapore's Conditions of Sale 2012,
- a) Seller is to warrant that there is no leakage problem
 - b) Seller is to warrant that there is no enbloc in the process
 - c) Seller is to warrant that there is no more outstanding mortgage
 - d) Seller is to warrant that he did not carry out any unauthorized works
50. Under Law Society of Singapore's Conditions of Sale 2012,
- a) Seller is to warrant that the property will not be acquired in the near future
 - b) Seller is to warrant that the property is not an undervalue transfer or gift to him
 - c) Seller is to warrant that there is no unforeseen situation occurred in the property before completion of sale
 - d) Seller is to warrant that the property is free from pests
51. Katrina, a salesperson was aware that her client, Melvin was extremely fond of a particular renowned architect. When she saw a property which she believed was designed by this renowned architect, she introduced it to Melvin and as a result, he bought it immediately. Later on, Melvin found out that the property was not designed by the renowned architect. Can Melvin claim for damages?
- a) Yes. Katrina had committed an innocent misrepresentation
 - b) Yes. Katrina had committed a negligent misrepresentation
 - c) No. Under the doctrine of caveat emptor, it is the buyer's duty to check before committing to the purchase
 - d) No. It was only Katrina's opinion and beliefs, therefore it would not be regarded as misrepresentation

52. A few statements were made to potential buyers of a property project under construction. The buyers relied on the statements and made decisions based on them. Which of the following is likely to constitute a misrepresentation?
- 'This unit has an excellent view'.
The buyer found out that the unit is facing a row of trees
 - 'This site has potential for higher plot ratio.'
In fact, the site has a height restriction and plot ratio is unlikely to increase
 - 'The MRT station is only 10 min walking distance away.'
The buyer took 20 min to walk to the MRT station
 - 'This site will have potential enhanced value because of the quiet neighbourhood.'After moving in, buyer found that the next door neighbor has a dog and the barking from the dog is unbearable.
53. Which of the following is/are considered unfair practice(s)?
- Agent tells the buyer that he is the only one who can give discount for the project he is marketing
 - Agent tells the buyer that if he doesn't make a decision now, the property price is going up the very next minute
 - Agent tells the sellers to sell the property immediately because the government's cooling measures are going to crash the market
 - All of the above
54. Xander bought a piece of land that was very rundown and covered with overgrowth. Only after he purchased the land did he realize it was in such a poor state. He got upset as he would have offered a lower price for the land instead. Can he go after the seller/agent?
- Yes. Seller/Agent owe a duty of care to buyer. They ought to do a disclosure of this fact before selling
 - Yes. Buyers buy the property based on the doctrine of caveat emptor
 - No. Seller/Agent are not responsible for pointing out patent defects
 - No. This is not a material fact that requires a disclosure
55. Consumer Protection (Fair Trading) Act does not apply to
- Rental disputes
 - Housing agents' services
 - Sale and purchase of real property
 - Retailers
56. Which of the following person is eligible to sign the Tenancy Agreement?
- 15 year old tenant for a 3 year lease term
 - 18 year old tenant for a 7 year lease term
 - 18 year old tenant for a 3 year lease term
 - 15 year old tenant for a 7 year lease term
57. In order for a lease agreement to be enforceable in law, which of the following needs to be present?
- In writing
 - In English
 - Stamped
 - Registered
 - (i), (ii) & (iii)
 - (i) & (iii)
 - (ii) & (iii)
 - All of the above
58. Which of the following are essential characteristics of a lease?
- Certainty of term, exclusive possession and rent
 - Certainty of term, exclusive possession and creation by deed
 - Certainty of term, exclusive possession and intention of parties
 - Exclusive possession only
59. Benjamin rented a service apartment for a period of 30 days with an option to renew for unlimited period. What type of lease is this?
- Periodic lease
 - Tenancy
 - Fixed term lease
 - Flexible lease
60. Ah Kow rented a hawker stall with a lease term that can be terminated any time. What kind of lease is this?
- Fixed term lease with a notice to quit
 - Periodic lease which cannot be terminated
 - Tenancy at will with no fixed term
 - Periodic lease which can be terminated by giving a notice to quit

61. Debtors with unsecured debts not exceeding _____ will be able to enter into a debt repayment plan (DRP) under the DRS with their creditors and avoid bankruptcy, along with its restrictions and social stigma. These debtors will commit to the DRP and repay their debts over a fixed period of time of not more than _____ years.
- \$10,000; 3
 - \$15,000; 5
 - \$50,000; 7
 - \$100,000; 5
62. The implied condition for Statutory Grant in State Lands Act allows the state to have a royalty of _____ of the gross produce of all mines and minerals other than laterite found in the land.
- 5%
 - 10%
 - 15%
 - 20%
63. State restrictive covenants cannot be removed by court order but some state covenants such as zoning; plot ratio; height restriction; setbacks can be removed by paying _____.
- Development charge
 - Differential premium
- (i)
 - (ii)
 - Either (i) or (ii)
 - Both (i) & (ii)
64. Where the use of State Land is for a one-off event and for a fixed duration of not more than 3 months, a _____ will be issued.
- Temporary Occupation Licence
 - Non-renewable Temporary Occupation Licence
 - Renewable Temporary Occupation Licence
 - Statutory Land Grant
65. Under the Land Titles Act, restrictive covenants shall cease to be enforceable against assigns of the servient land at the expiry of _____ years from the date of entry of a notification thereof on the land-register.
- 10
 - 20
 - 30
 - 50
66. Salesperson A exclusive agreement has ended but seller allows salesperson A to continue with the marketing and salesperson A managed to sell the property. Can the seller refuse to pay commission to salesperson A?
- No, because agency relationship is formed by estoppel
 - No, because agency relationship is formed by ratification
 - Yes, seller did not sign any new agreement
 - Yes, the exclusive agreement has expired
67. Agent delegated his duty to his colleague without consent. Colleague absconded with tenant's money. Owner was not liable because
- The delegation was not authorized
 - There was no privity of contract between the tenant and landlord
 - There was no privity of contract between agent's colleague and landlord
 - Landlord was protected by privity of estate
68. X saw a property through his agent but went off to rent another place. 6 months later, X went back to the owner of the first property and strike a deal. Was X's agent entitled to commission?
- Yes, the agent had effectively caused the deal to go through even though he was not the one who sealed the deal eventually
 - Yes, X viewed the property with his agent, he owed a duty of care to his agent
 - No, 6 months was too long to apply effective cause of sale (max 3 months)
 - No, the agent was not the one who instrumented the deal eventually
69. Which is incorrect?
- The fiduciary duties of a salesperson mean
- The salesperson does not act in his own interest which will lead to a conflict of interest with that of the principal
 - The salesperson cannot disclose confidential information with regards to the principal
 - The salesperson cannot delegate his duties even if the principal authorizes him
 - The salesperson is not allowed to earn a secret profit at the expense of the principal

70. Which of the following statement gives rise to implied authority of a salesperson?
- a) Actions expressly agreed in a written agreement
 - b) Circumstances which give rise to the assumption of an agency
 - c) Circumstances leading the courts to declare an agency in fact existed
 - d) To do all acts which are within the instruction of customers of the particular trade
71. Buyer has a/an _____ interest in the property before completion of sale.
- a) Legal
 - b) Equitable
 - c) Future
 - d) Reversionary
72. Buyer offered to buy the property within 14 days option period, but his agent wrote it as 3 days in the Option to Purchase. Seller signed it, accepted the option money and returned the Option to Purchase to the buyer's agent. Which of the following is true?
- a) Buyer need not proceed with the purchase because there was a mistake made on the option period
 - b) Buyer has given the seller a new offer with option period of 3 days because the Option to Purchase was prepared by his agent
 - c) Seller can sell the property to another prospect during the option period because there is no valid contract with his buyer
 - d) Seller is the one who made the mistake because he ought to read it before signing
73. Buyer issued a letter of offer to seller with certain conditions to be fulfilled
- a) If seller accepts the offer, he must accept all the conditions that come with it
 - b) Seller can change some of the conditions when accepting the offer
 - c) Seller can accept the offer and keep the acceptance to himself without delivering it to the buyer
 - d) Seller can choose to accept the offer with new conditions attached
74. Buyer can deliver the acceptance by post if
- a) Seller accepts such mode of acceptance
 - b) Seller is not at home
 - c) Seller did not engage a lawyer
 - d) Seller is a foreigner and staying overseas
75. Contract for sale of land can be formed by
- a) Correspondences via SMS
 - b) Correspondences via emails
 - c) Correspondences via phone calls
 - d) Correspondences via social network
76. Agent should advise client that his property must be safe for viewers. Why?
- a) Viewers have the right of way when moving around, hence owners must not obstruct the way
 - b) Owner is liable to only viewers who eventually buy his unit if any accident does occur
 - c) Owner is liable for any damages caused by viewers
 - d) Owner is liable to anyone who fell or injured in his property caused by negligence under tort
77. Which of the following is a trespass?
- a) Seller who stayed in the property after the completion of sale
 - b) A passer-by who walked past another person's land that has an easement on it
 - c) Landlord enters the property without tenant's permission to levy a distress on his right of forfeiture
 - d) Police enters into other people's property to get rid of illegal gathering
78. Which of the following is not a remedy to trespass?
- a) Damages
 - b) Injunction
 - c) Specific performance
 - d) Forceable rejection
79. Which of the following is not a trespasser?
- a) Tenancy at sufferance
 - b) Holdover tenant
 - c) Robber
 - d) Sheriff

80. What should owner do if he does not want to be liable for any injury caused in his property?
- a) He should follow the visitors everywhere they go
 - b) He should put a disclaimer at the entrance of his property
 - c) He should not allow any minors and elderly people to enter his property
 - d) He should only show the property after he has moved out
81. Landlord passes away during the lease term.
- a) Tenancy comes to an end
 - b) Tenant does not need to pay rent
 - c) The property becomes a gift to tenant
 - d) Tenancy is still valid
82. The lease starts on 1st July. Landlord and tenant have signed the tenancy agreement in Singapore on 1st June. When is the last day for the tenancy agreement to be stamped to avoid penalty?
- a) 14th July
 - b) 14th June
 - c) 30th July
 - d) 30th June
83. What is the maximum penalty for late stamping on the tenancy agreement?
- a) \$10
 - b) \$500
 - c) 4x the duty payable
 - d) 10x the duty payable
84. Which one of the following statements is true?
- a) All leases created for less than 3 years in duration will be legal
 - b) A lease granted over registered land of over 7 years in duration will be valid and enforceable provided it has been created by deed. Registration is not required to be enforceable
 - c) Where the grant of a lease has failed to become legal for lack of formalities, it may be equitable instead
 - d) A lease has been created and circumstances are such that it could be seen as both legal and equitable in status
85. Which one of the following statement is false?
- a) A periodic tenancy will always implied where there is uncertainty of term but the tenant has taken possession and started paying rent by reference to a period
 - b) Where there is an implied periodic tenancy, the period is always calculated on the basis of how the rent is being paid
 - c) An implied periodic tenancy becomes legal provided the intention is satisfied
 - d) The ability to imply a periodic tenancy in circumstances where there is uncertainty of term
86. Residents of Nile River Apartment intend to volunteer their building for conservation.
- a) They require 80% approval from subsidiary proprietors before applying to SLA for approval
 - b) They require 100% approval from subsidiary proprietors before applying to SLA for approval
 - c) They require 80% approval from subsidiary proprietors before applying to URA for approval
 - d) They require 100% approval from subsidiary proprietors before applying to URA for approval
87. From May 25, 2015, housing developers must submit detailed transaction information to the Controller of Housing every week. Developers must indicate the value of any benefits offered to buyers, including cash rebate, absorption of stamp duty, rental guarantees and furniture vouchers. This information will be published on URA website weekly from June 5, 2015. What is the purpose of this move?
- a) To achieve perfect competition
 - b) To make the real estate market more efficient
 - c) So that the real estate market will become more elastic
 - d) To achieve more transparency in real estate transactions
88. The latest amendments to the Bankruptcy Act allows a bankrupt to be discharged after a maximum of _____ years for first time bankrupts, and a maximum of _____ years for repeated bankrupt.
- a) 3; 5
 - b) 2; 10
 - c) 7; 9
 - d) 5; 7

89. Which of the following requires Official Assignee's consent?
- i. Bankrupt buying a 5 room HDB flat at \$450,000
 - ii. Bankrupt buying a 3-Gen HDB flat at \$480,000
 - iii. Bankrupt buying a 3 room HDB flat at \$530,000
 - iv. Bankrupt buying a 4 room HDB flat at \$440,000
 - v. Bankrupt buying an executive HDB flat at \$480,000
 - vi. Bankrupt buying an executive condominium
 - a) (ii), (iii), (v), (vi)
 - b) (i), (ii), (iii), (iv)
 - c) (ii), (iii), (iv), (v)
 - d) (iii), (iv), (v), (vi)
90. The principle of estoppels protects _____.
- a) The property seller against fraud
 - b) The prospective buyer or third party against mistakes made by the seller or seller's agent
 - c) The agent or real estate salesperson
 - d) None of the above
91. An estate agent is appointed as Sole agent for a period of time (validity period). Which of the following is true?
- a) Owner can sue agent if property is not sold at the end of validity period
 - b) Owner can appoint another agent during the validity period
 - c) Agent has to compensate client for not being able to sell the property by expiry of the validity period
 - d) None of the above
92. Agent sees an advertisement. He brings a buyer to view the property. Seller didn't stop him from showing the property. The deal is closed. Agency relationship exist under _____.
- a) Agreement
 - b) Estoppel
 - c) Ratification
 - d) Any of the above
93. Agent who collects deposit on behalf of client but was not authorized to do so has committed breach of
- a) Warranty of authority
 - b) Fiduciary duty
 - c) Duty of care
 - d) Professional negligence
94. Which of the following statement(s) is/are true pertaining to entering and leaving show flat premises as licensees?
- i. Visitors may enter and leave show flats freely at any time they wish
 - ii. If one does not have the requisite permission for entry, it shall be deemed as trespass
 - iii. Once the show flat is sold, the licence for the said visitors will be revoked
 - a) (ii) only
 - b) (iii) only
 - c) (ii) and (iii)
 - d) All of the above
95. In the Option to Purchase, the owner "sold with vacant possession" and he forgot about his legal tenant. Can the tenant enforce his legal lease against the buyer?
- a) Yes
 - b) No
 - c) On payment of increased rent
 - d) By creating an assignment
96. Law on real estate in Singapore comes from
- a) Written and unwritten law
 - b) Torrens and Deeds system
 - c) Equity, statute legislation and common law
 - d) Equity, statute legislation and subsidiary legislation
97. Contract for sale of land cannot be formed
- a) By deed
 - b) In writing
 - c) Verbally
 - d) Through registration

98. Which of the following clause is not necessary to be included in the Option to Purchase?

- a) Clause stating the consideration
- b) Clause stating the agreed price
- c) Clause stating the payment of commission
- d) Clause stating that sale is subject to free of encumbrances

99. Offer is

- a) Bilateral
- b) Unilateral
- c) Exchangeable
- d) Conclusive

100. Alex was advised by his agent to sell his house as agent observed that property prices usually eased after general election. Alex acted upon the advice and property prices actually went up after the general election. Is the agent liable?

- a) Agent is liable, misstatement is an opinion
- b) Agent is liable, owner relied upon it and suffered a loss
- c) Agent is not liable, owner assumed the risk by acting upon it himself
- d) Agent is not liable, wrong opinion amounts to misrepresentation

101. When there is a breach of duty of care, the basic question is whether

- a) The salesperson has perfect knowledge and skill
- b) The salesperson has highly expert knowledge and skill
- c) The salesperson has ordinary knowledge and skill
- d) The salesperson has no knowledge and skill

102. Which of the following constitutes to a misrepresentation to the buyer?

- a) Owner says all units of his commercial building is occupied but did not say that 90% of the tenants have served a notice to quit
- b) Owner says all units of his commercial building is occupied but did not say that the tenants have requested for a major upgrading work to be done next year
- c) Owner says all units of his commercial building is occupied but did not say that the air-conditioning is always faulty
- d) Owner says all units of his commercial building is occupied but did not say that the tenants are unhappy with the rent

103. Agent A advised his seller S on the fair market price for S's property. S acted on A's advice and property prices went up after the sale. Is the agent A liable?

- a) A is liable to S for professional negligence. As an agent, he should know the trend of the market
- b) A is not liable to S for fair market price is simply an opinion and S took the risk to rely on it
- c) A is not liable to S as S should also do his own homework and not simply rely on A's advice
- d) A is not liable to S as A is not a valuer and has no duty to advise on the market price

104. Client asked his agent about the market condition. Agent replied that the real estate market will continue to do well for the next 10 years. The market collapsed 2 years later. Is the agent liable?

- a) Agent is liable for professional negligence
- b) Agent is not liable since market condition is simply an opinion
- c) Agent is liable as Agent should not give client false hope
- d) Agent is not liable since agent has no duty to advise on market condition

105. You have introduced a factory to your client and they wish to book the unit. The landlord is stationed overseas. Which of the following should the salesperson not do?

- a) Prepare the letter of intent on behalf of tenant
- b) Collect deposit cheque from tenant made payable to landlord
- c) Ask tenant to pay rent to salesperson so that salesperson can help landlord monitor rental payments without written instruction from landlord
- d) Prepare a property condition report on the day of the handover

106. Felix sold his property to Tim but could not move out by the legal completion date. Felix requested Tim to let him continue staying in the apartment for another 2 months after legal completion. Tim agreed. What can this situation be described as?

- a) It is not allowed. Felix must handover the apartment to Tim on the legal completion date
- b) Tim can charge Felix a late completion interest
- c) Felix and Tim have entered into periodic tenancy if Felix paid Tim 2 months' rent
- d) The title is still under Felix's name as long as Felix has not moved out of the apartment

107. Phil sold his property to Lim. Lim requested for the property to be handed over 2 weeks before completion of sale and purchase. Phil agreed. What can this situation be described as?
- a) It is not allowed. Phil can only handover the property to Lim on completion of sale and purchase
 - b) Lim must pay Phil rent for the 2 weeks
 - c) Lim becomes the legal owner since he takes over the property physically
 - d) Lim and Phil have entered into tenancy at will
108. Tilly bought a condominium with tenancy. Tenant exercised the Diplomatic Clause in the tenancy agreement and left. What can this situation be described as?
- a) The Diplomatic clause does not apply to Tilly because Tilly is the new landlord
 - b) Only the previous landlord can claim breach of tenancy agreement because the TA was signed by the previous landlord and not with Tilly
 - c) Tilly is not able to claim anyone for she agreed to buy the property with all the covenants in the tenancy agreement including the Diplomatic Clause
 - d) Tenant is a diplomat, therefore he can leave anytime without notifying the landlord
109. Tenant passes away during the lease term,
- a) Tenancy comes to an end
 - b) Landlord cannot get a new tenant because the tenancy agreement he signed with his tenant has not expired
 - c) Landlord must give priority to tenant's next of kin before offering the property to another person
 - d) Landlord must wait for at least 6 months after the death of tenant before he can remarket the place
110. If buyer is keen to buy a property but owner is bankrupt, what should the Salesperson advise?
- a) Property cannot be sold as it would be void unless consent was given by the court
 - b) Property cannot be sold unless there is an approval by Official Assignee
 - c) Property is a good bargain. Buyer should grab it quickly
 - d) To get a written undertaking from seller that the sale will be completed smoothly
111. Mr Ding, a SPR who renounced his citizenship on 12 Feb 2010, needs to sell his landed property (approved by LDAU) to _____ within _____ from 12 Feb 2010.
- a) Approved purchaser; 2 years
 - b) Approved purchased; 5 years
 - c) Singaporean/SPR; 2 years
 - d) Singaporean/SPR; 5 years
112. Which of the following properties have the most restrictions?
- a) Condominium, landed properties
 - b) HDB flats; Executive Condominium
 - c) Executive Condominium, condominium
 - d) HDB flats, landed properties
113. Which of the following properties have the least restrictions?
- a) Executive Condominium, Condominium
 - b) HDB flats; landed properties
 - c) Condominium, landed properties
 - d) HDB flats; Executive Condominium
114. An Indian National can buy which of the following without getting approval?
- i. Townhouse in approved condominium development
 - ii. Cluster housing
 - iii. 10 year old HDB executive flat
 - iv. 10 year old executive condominium
- a) (i) & (iv)
 - b) (ii) & (iii)
 - c) (i) & (iii)
 - d) (iii) & (iv)
115. The agency relationship between property owner and his agent(s) must be
- a) Tripartite
 - b) Bilateral
 - c) Unilateral
 - d) Principal-contractor

116. To succeed in an action for negligence, the plaintiff must show that

- a) The defendant owed him money
- b) The defendant owed consideration
- c) The defendant owed contractual obligations
- d) The defendant owed a duty of care

117. The requirements for proving cause of action under tort of negligence is/are:

- a) There must be a duty of care
- b) There must be a breach of that duty of care
- c) As a result of the breach, a not too remote loss or damage is caused
- d) All are correct

118. An agent who is selling his own property is

- a) An independent contractor
- b) A real estate agent
- c) Both (a) and (b)
- d) Not (a) nor (b)

119. Which of the following is/are true:

- i. Buyer's agent need not disclose the name of the buyer
- ii. Seller's agent need not disclose the name of the seller
- iii. Seller's agent need not disclose the name of the buyer
- iv. Buyer's agent need not disclose the name of the buyer
 - a) (i) only
 - b) (i), (ii) & (iii)
 - c) (i) & (ii)
 - d) All of the above

120. In a recent case of property transaction, LTA replied that some 40% of the subject land was to be set aside for redevelopment or road construction, hence the transaction was held unsatisfactory to go through. This case upheld the concept that:

- a) The standard option to purchase is good enough as it provides that road reserves affecting the property shall be deemed as satisfactory
- b) The buyer is entitled to abort the transaction if what he bargained for turns out to be substantially different
- c) Caveat emptor prevails
- d) Caveat emptor may not apply in some cases

121. Jay had a piece of land and was looking for an interested buyer to develop it. Paul, an experienced property developer approached Jay regarding the land. Jay told Paul, "From what I know, the land can be developed into 100 units of apartments." Paul went ahead with the purchase. Subsequently, Paul checked with the authority and was told that only 50 units of apartments can be built. Paul was angry and decided to take action against Jay. Which of the following action can Paul take?

- a) Paul can void and cancel the sales and purchase agreement due to misrepresentation
- b) Paul can sue Jay for liquidated damages
- c) Paul cannot take any action against Jay as Jay's statement was just an opinion, therefore Paul should have been aware of the fact that only 50 units can be developed since he is an experienced developer
- d) Paul can complain to CEA on this matter

122. Tom writes to Jerry stating "I'm willing to rent your property for \$X psf/month. If I don't hear from you by 1st September, I will consider this offer as accepted by you." Jerry did not act nor reply by 1st September. What is this legal position?

- a) Jerry has accepted Tom's offer because he followed the condition in the offer i.e. No reply by deadline, considered as accepted
- b) Jerry need not rent the property to Tom because acceptance must be communicated to be valid
- c) Jerry is bound to rent the property to Tom if he has collected the deposit from Tom even though he did not reply Tom
- d) Jerry need not rent the property to Tom because Tenancy Agreement has not been signed

123. Ms Kitty represents a buyer. She advises buyer to have the conveyancing money placed with her conveyancing account and with Singapore Academy of Law. Is her advice correct?

- a) No. She should advise her to put in either account but not both
- b) No. She should ask her to put in conveyancing account only
- c) No. she should ask her to put in Singapore Academy of Law account only
- d) Yes. It is good for buyer to put the conveyancing money in more accounts to prevent fraud

124. Buyer bought a condominium on 1st June 2016 and the sale and purchase is due to complete on 31st August 2016. On 31st August 2016, Management Corporation sent an invoice of \$25,000 to every strata unit for the replacement cost of all elevators. This cost shall be paid by

- a) Buyer
- b) Seller
- c) Buyer and seller split the amount equally
- d) MCST

125. Ann's tree trunk hanging over a neighbouring land is known to have

- a) Taken adverse possession
- b) Committed trespass
- c) Suffered liquidated damage
- d) Caused nuisance

126. If an agent volunteers information on a certain property without exercising due care in ensuring that the information is accurate, he is said to have committed

- a) Fraudulent misrepresentation
- b) Negligent misrepresentation
- c) Innocent misrepresentation
- d) Ignorant misrepresentation

127. When viewing a HDB flat, Andy ask his agent if any major upgrading works will commence soon. His agent assured him that there is no such plans, without knowing that owners were informed 3 months ago about oncoming upgrading works. A month later, contractors carried out works to install new lifts. Agent has committed a/an _____ misrepresentation.

- a) Innocent
- b) Negligent
- c) Fraudulent
- d) Vicarious

128. Salesperson, who is to exercise the standard of care is one with

- a) Highest expert knowledge or skill
- b) Perfect knowledge or skill
- c) Ordinary knowledge or skill
- d) No knowledge or skill

129. Salesperson has to exercise a higher standard of care if his client is

- i. Above 65 years old
- ii. A minor
- iii. A handicap
- iv. An illiterate
 - a) (i) & (ii)
 - b) (ii) & (iii)
 - c) (iii) & (iv)
 - d) All of the above

130. Tenancy agreement has no option to renew clause, 'The landlord shall on written request of the tenant made not less than TWO (2) months before the expiration of this tenancy, and if there shall not be at the time of such request be any existing breach or any non-observance of any of the covenants on the part of tenant herein contained, grant the tenant a further term of ONE (1) year from the expiration of the said term herein at a rent to be agreed and upon the same terms and conditions save this clause for renewal.' Which of the following is correct if the lease expires 31st July?

- a) If tenant wishes to renew lease, he must inform landlord any time between 1st June and 31st July
- b) If tenant wishes to renew lease, he must inform landlord any time before 1st June
- c) If tenant wishes to renew lease, he must inform landlord any time before 1st May
- d) If tenant wishes to renew lease, he must inform landlord any time before 31st July

131. Tenancy agreement has no option to renew clause, 'The landlord shall on written request of the tenant made not less than TWO (2) months before the expiration of this tenancy, and if there shall not be at the time of such request be any existing breach or any non-observance of any of the covenants on the part of tenant herein contained, grant the tenant a further term of ONE (1) year from the expiration of the said term herein at a rent to be agreed and upon the same terms and conditions save this clause for renewal.' Which of the following is correct?

- a) Landlord has the right to disallow tenant to renew the lease even though the prevailing market rent is determined by an independent valuer
- b) Tenant can renew the lease only if the prevailing market rent has been determined by an independent valuer
- c) Tenant is allowed to automatically renew the lease and shall determine the prevailing market rent
- d) Landlord can insist the lease be renewed because this clause is expressly written in the Tenancy agreement

132. Tenancy agreement has no option to renew clause, 'The landlord shall on written request of the tenant made not less than TWO (2) months before the expiration of this tenancy, and if there shall not be at the time of such request be any existing breach or any non-observance of any of the covenants on the part of tenant herein contained, grant the tenant a further term of ONE (1) year from the expiration of the said term herein at a rent to be agreed and upon the same terms and conditions save this clause for renewal.' Which of the following is correct?

- a) The renewal lease will have all the same clauses as in this tenancy agreement except for this renewal clause, which means that there will be no further renewal after this current renewal of 1 year
- b) Tenant can renew the lease unlimited times but must not exceed 1 year at each renewal
- c) Tenant is able to renew this lease for more than 1 year and renegotiate the terms of this tenancy agreement
- d) Tenant is able to renew this lease for another year even though tenant has delayed payment of rent during the lease term

133. Tenancy agreement has no option to renew clause, 'The landlord shall on written request of the tenant made not less than TWO (2) months before the expiration of this tenancy, and if there shall not be at the time of such request be any existing breach or any non-observance of any of the covenants on the part of tenant herein contained, grant the tenant a further term of ONE (1) year from the expiration of the said term herein at a rent to be agreed and upon the same terms and conditions save this clause for renewal.' Which of the following is correct?

- a) This renewal clause is compulsory for all tenancy agreements
- b) Landlord has the right not to grant this renewal if tenant breached other conditions of the lease during the lease term
- c) This clause was granted by landlord at the end of the lease and must be exercised by tenant no later than 2 months before the expiry of the lease
- d) This clause was granted by tenant at the beginning of the lease only to be exercised by landlord at the expiry of the lease

134. Tenancy agreement has no option to renew clause, 'The landlord shall on written request of the tenant made not less than TWO (2) months before the expiration of this tenancy, and if there shall not be at the time of such request be any existing breach or any non-observance of any of the covenants on the part of tenant herein contained, grant the tenant a further term of ONE (1) year from the expiration of the said term herein at a rent to be agreed and upon the same terms and conditions save this clause for renewal.' If Landlord and tenant are unable to come to an agreement as to what is the prevailing market rent, what is the best thing they should do?

- a) Apply to court to settle it
- b) Engage independent valuer to assess the prevailing market rent
- c) Ask a real estate salesperson for opinion
- d) Use property tax Annual Value as a guide

135. Easement in each unit of strata development such as right of support, laying of pipes, sewage system etc are created by

- a) Land Titles Act
- b) Subsidiary Proprietors
- c) Developer
- d) Prescription

136. Service apartments are allowed in which of the following areas?

- i. Mixed use areas
- ii. Landed housing areas
- iii. Commercial centers
- iv. Business parks
- v. Medical hubs
 - a) All but (v)
 - b) All but (iv)
 - c) All but (iii)
 - d) All but (ii)

137. With effect from 5th November 2015, URA allows Childcare Centre Use in place of Worship development capped at _____ and not exceeding _____ of total floor area.

- a) 300sqm; 5%
- b) 300sqm; 10%
- c) 500sqm; 3%
- d) 500sqm; 10%

138. To check whether your client is a bankrupt, you will visit:

- a) www.mlaw.gov.sg
- b) www.ipto.gov.sg
- c) www.isis.gov.sg
- d) www.bankrupt.gov.sg

139. If an agent absconds with the option money paid by a purchaser, the vendor is...
- a) Liable to repay the purchaser regardless of his agency relationship with the agent
 - b) Not liable to repay the purchaser regardless of his relationship with the agent
 - c) Liable to repay the purchaser for the loss if the agent has been expressly authorized to accept the deposit on behalf of the vendor
 - d) Not liable to repay the purchaser for the loss even if the agent has been expressly authorized to accept the deposit on the vendor's behalf
140. The most important element of the effective cause of sale is
- a) No break in the 'chain of causation' within a short span of time
 - b) The agreed commission must not be too low
 - c) The owner must have communicated directly with the client
 - d) All of the above
141. Elizabeth told Perry to call Fred for the rental of her property unit. Elizabeth did not mention to Perry that she has told Fred not to rent the property for less than \$4,000. Perry contacted Fred, who accepted a deposit of \$3,800. Can Elizabeth deny the tenancy?
- a) Yes. Elizabeth had limited Fred's authority to \$4,000
 - b) Yes. Only Fred was liable. He had breached the warranty of authority
 - c) Yes. Perry should have asked Elizabeth for Fred's actual authority
 - d) No. Elizabeth was estopped from denying that Fred had the authority to negotiate and is to rent the property at \$3,800
142. After marketing client's property for a while, the agent was interested to buy his client's unit. He also noticed that the market is on the upward trend. What should the agent do?
- a) Agent should disclose his interest to his client and with his client's consent, he can still act for the client and buy the client's unit
 - b) Agent should discharge his duty to act for client and can only buy client's unit without taking advantage of client
 - c) Agent could ask his family member to buy his client's unit and subsequently transfer the property to him
 - d) Agent should not buy his client's unit at all for this would constitute to a conflict of interest
143. An agent presents false information to the public but he has reasonable grounds to believe that such information is true. Such misrepresentation is
- a) Fraudulent misrepresentation
 - b) Negligent misrepresentation
 - c) Innocent misrepresentation
 - d) No misrepresentation
144. Which is true of the Option to Purchase (OTP) by private treaty?
- a) The seller can return the option fee if he decides not to sell his property to the buyer
 - b) The seller can offer an OTP to another buyer if the next offer is higher
 - c) If the buyer does not complete the purchase, the option fee is forfeited
 - d) The buyer can get his option fee back if he decides not to buy before the expiry date of the OTP
145. What can the buyer do if he paid a higher price for a shopping centre because the seller misled him into believing that the basement carpark can be converted into retail space?
- a) Buyer can renegotiate the selling price with seller even though the contract has been executed
 - b) Buyer will be unable to rescind the contract with the seller but can ask for compensation
 - c) Seller has misrepresented. Buyer can rescind the contract and claim for damages
 - d) There is nothing buyer can do as he bought the property under the doctrine of caveat emptor. He should not depend on others to give him accurate information
146. Agent gave the buyer a copy of the floor plan that he received from the seller. However, the floor plan turned out to be for another unit. Which of the following may occur?
- a) Buyer cannot rescind the purchase if he has exercised the Option to Purchase
 - b) Buyer can rescind the purchase even though he has exercised the Option to Purchase
 - c) Buyer cannot rescind the purchase if consideration is given but can claim seller and agent for damages
 - d) There is nothing buyer can do as he bought the property under the doctrine of caveat emptor. He should not depend on others to give him accurate information
147. Buyer asked a question and the agent answered, "In my opinion, this project was developed by Arch Light Pte Ltd". It turned out that this project was developed by Dim Light Pte Ltd instead. Which of the following is true?
- a) Agent is not liable because this is just an opinion
 - b) Agent is liable because he owes the buyer a duty of care
 - c) Agent is not liable because the statement was not put in writing
 - d) Agent is liable because this falls under tort of vicarious liability

148. The seller needs to go overseas before the date of completion for the sale & purchase, hence he requested for a 2-week postponement.

What happens next?

- a) The sale & purchase becomes void
- b) The sale & purchase is discharged
- c) The sale & purchase can still be completed by paying late completion interest
- d) The sale & purchase can be completed provided both parties agree

149. Neighbor principle under tort means:

- a) A person can be directly, indirectly or remotely affected by another person's act
- b) A person who is closely and directly affected by another person's act
- c) A person who has no proximity to the other person
- d) A person who is a neighbor to the other person

150. A prospective home buyer fell and hurt her face after viewing a show flat. She sued the developer for negligence, saying that the staircase was unlit and has sand on it. Developer defended that she was partly to blame because she could have chosen to use a sloping walkway with handrails instead. The developer was seeking defense of _____.

- a) Buyer beware
- b) Enter at your own risk
- c) Contributory negligence
- d) Volenti non fit injuria

151. The stairway leading to a rental house is defective. Tenant's guest was injured on the stairway.

- a) The house owner cannot evade liability for such injury by denying knowledge of the defect
- b) The house owner is not liable because there is no imputed knowledge of the defects
- c) The tenant cannot evade liability for injury caused to his guests. It is tenant's duty to ensure that his guests are safe
- d) The guest is personally liable for his/her own negligence. Neither tenant nor house owner will be liable for the defective stairway

152. The term vicarious liability refers to

- a) An employer being responsible for the wrongdoing of his employee during work hours
- b) An injury caused which is not too remote and can be attributed to someone
- c) The injured contributing to the injury and damage
- d) None of the above

153. The phrase volenti non fit injuria refers to

- a) A defence to negligence when a person who knows the possible injury and consent to taking the risk
- b) A person contributing to the injury cannot complain about it
- c) The damage caused to the injured is minor
- d) None of the above

154. A 2-year tenancy agreement has the following rent arrangements:

1st year rent - \$6,000 per month

2nd year rent - \$5,000 per month

What is the stamp duty amount for the tenancy agreement?

- a) \$240
- b) \$288
- c) \$528
- d) \$576

155. Tim, an expatriate agrees to rent an apartment from Lim after being assured that Lim can deliver the premises with vacant possession by 1st May. Tim made arrangements for his family and furniture to arrive in Singapore on 2nd May. Later on, Lim was only able to handover premises with vacant possession on 10th May. What is the legal position?

- a) There is a breach of condition and Tim can rescind the contract and claim Lim for damages
- b) There is a breach of condition and Tim can rescind the contract but cannot claim for damages
- c) There is a breach of warranty and Tim cannot rescind the contract but can claim for damages
- d) There is no breach of warranty or condition and Tim cannot take any action against Lim

156. Lee signs a tenancy agreement to rent his apartment to T1 who was unable to complete the tenure of the tenancy and wants to assign the tenancy to T2. Which of the following is true after the assignment is done?

- a) T1 collects rent from T2 and continues to be responsible for his liability to pay Lee the rental on a prompt basis
- b) Lee becomes landlord to T2 immediately by signing a novation agreement
- c) T1 is still liable for the tenant's covenants in the tenancy agreement even though he has assigned the lease to T2
- d) Lee becomes the landlord to T2 immediately without having to sign any agreement as it is automatically passed to T2

157. Which of the following situation describes a landlord not delivering a property that must be fit for human habitation?
- a) A partially furnished landed property
 - b) A fully furnished condominium unit
 - c) An unfurnished warehouse
 - d) An unfurnished residential property that comes with fixtures such as built-in cabinets
158. If the tenancy agreement is kept silent as to who is responsible for the following payments, which of it is under tenant's duty to pay?
- a) Property tax
 - b) Maintenance fee to MCST
 - c) Building fire insurance
 - d) Cost for clearing blocked drains
159. Which of the following statement is false in relation to State Covenants under the State Lands Act?
- a) State covenants include the right of the State to zone and rezone land and to change the use of land
 - b) Differential premium is payable for the lifting of state covenants
 - c) Lessees of land granted by the State may assign the land in a lease not exceeding 7 years without registration
 - d) State covenants do not bind assignees of State land; they bind only the original grantee
160. Which of the following situation does not require to submit planning application to URA for change of use and minor Addition and Alteration works? Only SLA's consent and relevant agencies' clearance will be sufficient.
- a) Monument
 - b) Conservation properties
 - c) State properties
 - d) Commercial properties
161. A foreigner is interested to buy a condominium from an owner. The owner owes the management fund with arrears. The condominium has upcoming repainting works that will incur levies but these upgrading works are yet to be confirmed. What will this foreigner need to pay after the purchase of this condominium?
- a) Pay levies only
 - b) Pay both management fund arrears and levies
 - c) Do not need to pay management fund arrears and levies
 - d) Do not need to pay management fund arrears but need to pay levies
162. A foreigner wants to buy a bungalow at Sentosa Cove. Which of the following applies?
- i. Application subjected to approval on a case by case basis
 - ii. Approval is required from LDAU
 - iii. Marry a Singaporean Citizen before applying for approval
 - a) (i) & (ii) only
 - b) (ii) only
 - c) (ii) & (iii) only
 - d) All of the above
163. Under which of the following circumstances can a foreign person continue to hold his landed property in Singapore?
- a) He inherits a landed property in Singapore
 - b) He owns a landed property overseas
 - c) His unmarried son who is also a foreigner bought a landed property in Singapore
 - d) He gives up his Singapore Permanent Resident status
164. Gerald told Thomas, "I have asked Alfred to negotiate with you." Gerald did not mention to Thomas that he had instructed Alfred not to sell his property for less than \$1.5m. Subsequently, Alfred told Thomas that he can buy the property for \$1.4m. Which of the following situation is likely to happen next?
- a) Gerald is estopped from denying that Alfred has authority to negotiate and is to sell the property at \$1.4m to Thomas
 - b) Gerald is not bound to sell the property for \$1.4m as he had limited Alfred's authority to \$1.5m
 - c) Only Alfred is liable to Thomas as he has acted beyond his authority
 - d) Thomas cannot insist on the sale. He should have asked Gerald for Alfred's actual authority
165. Which type of agency relationship arises from the principal endorsing on an agency relationship even though there was no prior agreement on it?
- a) Agency by agreement
 - b) Agency by Estoppel
 - c) Agency by Ratification
 - d) Agency by law

166. An agent concluded the tenancy agreement for the owner and his service ended. 2 years later, the tenant dealt with the owner's agent for lease renewal. The owner discovered that the tenant dealt with his former agent but did not inform the tenant not to do so. The tenant later paid the additional deposit for renewal to the agent. Can the owner deny the lease by denying the agency relationship?
- a) Yes. The agency relationship with the former agent was terminated 2 years ago, hence there is no agency relationship and the agent has no authority to act
 - b) No. The owner had ratified the agency relationship by accepting the deposit through the agent, therefore not allowed to deny the lease to the tenant
 - c) No. The owner was estopped from denying the agency relationship when he made the tenant think that his former agent was still representing him. Therefore, the agent had apparent authority to act
 - d) Yes. The agent had acted beyond his authority by deceiving the tenant into thinking that he was still representing the owner. Thus, the agent was solely responsible for his action and owner can deny the lease
167. Referring to Qn 166, if the agent did not pass the deposit to the owner, who should the tenant go after?
- a) Only the agent
 - b) Only the owner
 - c) Both the owner and agent
 - d) None of them
168. If an agent makes mistakes while describing a property to a buyer and thereby inducing the buyer to enter into a contract, the principal is...
- a) Liable to the buyer
 - b) Not liable to the buyer
 - c) Only not liable if he is not present at his property when the deal was struck
 - d) All of the above
169. Which of the following is not an invitation to treat?
- a) Government's Land Sale Programme
 - b) The auctioneer's call for bids during a property auction
 - c) An advertisement of a property launch
 - d) An agreement for lease
170. An offer can be terminated through all the following ways except
- a) Rejection of the offer by the offeree
 - b) Revocation of the offer after acceptance is made
 - c) Counter-offer given by the offeree
 - d) Expiry of the option
171. Which of the following may be considered a misrepresentation?
- a) An honest error
 - b) A wrong opinion
 - c) An advertisement showing inaccurate artist impression
 - d) Silence about some facts
172. Which is not a common remedy for breach of a real estate contract?
- a) Restitution
 - b) Revocation
 - c) Injunction
 - d) Specific performance
173. The breach of a _____ does not entitle the party to discharge a contract.
- a) Condition
 - b) Term
 - c) Warranty
 - d) Covenant

174. Land, air & subterranean space are identified by legal description. The legal descriptions are used...

- i. To determine the exact location of the property
- ii. For transfer of title
- iii. For postal services
- iv. To determine the use of land
 - a) (i)
 - b) (i) & (ii)
 - c) (i), (ii) & (iii)
 - d) All of the above

175. Vacant state properties not earmarked for immediate development are put up for rent in the interim period. These properties can be used for

- i. Residential
- ii. Commercial
- iii. Industrial
- iv. Institutional
 - a) (i)
 - b) (i) & (ii)
 - c) (i), (ii) & (iii)
 - d) All of the above

176. State properties are rented out through tenancies or Temporary Occupation Licenses (TOL). TOLs cover a

- i. Fixed short term
- ii. Renewable on monthly basis
- iii. Renewable on yearly basis
- iv. Minimum 3 years
 - a) (i)
 - b) (i) & (ii)
 - c) (i), (ii) & (iii)
 - d) All of the above

177. Your client, Mr Lee wants to rent a Black & White Bungalow house that belongs to the State. You will advise him to...

- a) Write to SLA directly
- b) View the available properties at SPIO and bid via the open tender system
- c) Contact the marketing agent appointed by the State
- d) Any of the above

178. A caveat may be lodged by any party who has an interest in the property. Rank the priority of the charges in descending order.

- i. Buyer who has paid the deposit to buy a property
- ii. Bank which has granted a mortgage
- iii. CPF board when CPF fund were released from the owner's CPF account for purchase of property
- iv. Restrictive covenant on maintaining the park outside the property
 - a) (iv), (ii), (iii), (i)
 - b) (i), (ii), (iii), (iv)
 - c) (ii), (iii), (i), (iv)
 - d) (i), (iv), (ii), (iii)

179. Your client has a condominium unit to let. In advising your client on who to bear the responsibility of paying maintenance contributions, you would suggest that

- a) The landlord pays because there is a danger that he may lose his unit if the tenant is responsible for paying but defaults on payment
- b) The landlord pays because it is neater to include everything in the rent
- c) The tenant pays so as to relieve the landlord of the chore
- d) It does not matter who pays

180. Landowner L leases his 99-year leasehold property to T, the lessee. What is the major difference in their interests and rights to the property?

- a) L has the right of possession and T has the right to enjoyment
- b) L has longer interest and T has shorter interest on the property
- c) L has future interest and T has reversionary interest
- d) L has the right to novate and T has the right to assign

181. Landowner L leases his property to T, the lessee. Which of the following is not true?
- a) L has the right of entry to do repair work and T has the right to exclusive possession
 - b) L has the right to conduct spot checks and T has the right to do renovation
 - c) L has reversionary interest and T has the right to quiet enjoyment
 - d) L has the right to assign and T has the right to novate

182. Vicky sublet the property to Jane but Jane did not pay rent. Can landlord collect the rent from Jane?
- a) Yes if Vicky did not pay rent too
 - b) Yes if Landlord consented to the subletting
 - c) No, Landlord and Jane has no legal relationship
 - d) No, Landlord should not allow Vicky to sublet

183. Albert rented out his apartment for 2 years. After 1 year, his tenant quit and left. What right of action could Albert exercise?
- a) He can call the police for assistance
 - b) He can immediately sue his tenant for the unfulfilled lease of 1-year rent
 - c) He can immediately sue for damages
 - d) He should immediately find another new tenant to lease the vacant unit and claim the previous tenant for damages

184. A bankrupt
- a) Can sell 5-room flat and buy an executive flat with a purchase price not more than \$500,000
 - b) Can sell an executive flat and buy 5-room flat with a purchase flat not more than \$500,000
 - c) Cannot sell his HDB flat
 - d) Cannot buy any property

185. The envelope control for two and three-storey landed house have an overall height of _____ and _____ respectively, with the topmost floor being 3.5m high and setback from the front and rear building facade as defined by the 45 degree line
- a) 10m; 15m
 - b) 12m; 15.5m
 - c) 15m; 18m
 - d) 15.5m; 18m

186. An Indonesian investor wants to buy a strata-title unit in an office complex.
- a) He cannot buy unless he obtains clearance from the Land Dealings (Approval) Unit
 - b) He cannot buy unless he has lived in Singapore for more than 5 years
 - c) He can buy without any restriction
 - d) He can buy subject to approval by the management corporation of the office complex

187. Which of the following is allowed under the Housing and Development Act?
- a) HDB flats can be used as collateral for any debt or loan
 - b) HDB flats can be used as collateral for payment of a mortgage loan to finance the flat purchase
 - c) The proceeds from the sale of the HDB flat can be used as collateral for payment of any debt or loan
 - d) HDB flat owner can create a trust in respect of the flat

188. The agency relationship between property owner and his agent(s) must be
- a) Tripartite
 - b) Bilateral
 - c) Unilateral
 - d) Principal-contractor

189. A real estate agent and his principal create a fiduciary relationship when
- a) The agent sells the property
 - b) The buyers secure a letter of offer
 - c) They enter into an agency agreement
 - d) The agent is with a potential buyer

190. Which of the following situation allows the agent to claim under effective cause?
- a) The tenant whom the agent introduced to the landlord for the lease eventually bought the property from the landlord directly
 - b) The prospective buyer bought the property that was introduced by the agent one year after the introduction
 - c) The seller whom the agent introduced to the buyer sold the property to the same buyer 2 weeks after the viewing
 - d) The agent bought his client's property within 3 months from the date of appointment

191. An agent's actual authority
- a) Is given when there is an agreement
 - b) Can be implied from the conduct of the principal and agent in the context of the particular trade
 - c) Can be expressly stated, in writing or verbally
 - d) All of the above
192. Salesperson presents a cheque to owner together with a pre-signed tenancy agreement (TA) of a corporate client. Owner has previously advertised stating "no agent please". If owner refuses to sign the TA, the salesperson has a
- a) Liability to the corporate client for misrepresentation
 - b) Liability to owner for breach of warranty of authority
 - c) Liability to owner because he has found tenant for the owner
 - d) Liability to the corporate client because he is representing the corporate client
193. What constitutes a valid acceptance?
- a) The buyer sends a SMS to the agent to say he will match the owner's price of \$10 million. He will pass the deposit cheque in 3 days' time
 - b) The buyer gives the agent a cheque as deposit but asks him to hold it until he confirms with his wife
 - c) The buyer offers a price of \$8 million, hands the agent a cheque and says if he does not hear from the agent in the next 3 days the offer is considered as accepted
 - d) The Acceptance Copy was delivered to the seller's lawyer with a banker's guarantee within the option period
194. A court order refrains a party from doing certain acts. If he fails to comply, he will be faced with penalties or civil action. What is this court order also termed as?
- a) Specific performance
 - b) Injunction
 - c) Restrictive covenant
 - d) Restitution
195. When Option to Purchase is signed,
- a) Seller grants the buyer the 'right to buy' during the option period
 - b) Buyer has to buy the property at the end of the option period
 - c) Seller has to return option fee if buyer decides not to buy before end of option period
 - d) Seller can refund option fee if he receives a higher offer
196. If the vendor rejected a mode of acceptance different from what he originally prescribed,
- a) The terms of the contract were overlooked
 - b) The terms of the contract were not waived
 - c) The terms of the contract were changed
 - d) The terms of the contract were rejected
197. Offer needs to be communicated and conveyed. Which of the following is a valid offer?
- a) The buyer sent an email to the salesperson to buy the shophouse at \$10million
 - b) The buyer calls the salesperson and offer \$5 million for the factory
 - c) The owner tells the buyer that he will sell his house if she can increase her price to \$10million
 - d) Tenant signed the Letter of Offer and passed it to his agent
198. Singapore is divided into 64 survey districts and further subdivided into smaller land parcels known as
- a) Town subdivisions
 - b) Mukims
 - c) Lots
 - d) Titles
199. Which statements are essential in identifying a specific piece of land in Singapore?
- i. Every district has a name
 - ii. Singapore is divided into 64 districts
 - iii. 34 Mukims and 30 Town Subdivisions
 - iv. Identification number
 - a) All except (i)
 - b) All except (ii)
 - c) All except (iii)
 - d) All except (iv)

200. To find the names of HDB Flat lessees, one can do a search at

- i. INLIS website
 - ii. HDB website
 - iii. URA website
 - iv. IRAS website
- a) (i) & (ii)
 - b) (i) & (iii)
 - c) (ii) & (iii)
 - d) (iii) & (iv)

201. (i) A caveat seeks to stop any registration of a dealing subsequent to the caveat's claim, without his consent
(ii) A caveat will lapse after 5 months from the date when it was lodged

- a) Both statements are correct
- b) Both statements are incorrect
- c) Statement (i) is correct
- d) Statement (ii) is correct

202. Huat Ah Pte Ltd wants to hold trade fairs on State Land, they should apply for

- a) Temporary Occupation License
- b) Fixed term lease
- c) Non-renewable Temporary Occupation License
- d) Easement in gross

203. Ian rents an office for 3 years from Eden. A year later, Eden decides to sell the office to Ray, subject to the existing tenancy. Which is the most appropriate method for Han to transfer the tenancy to Ray?

- a) Assignment
- b) Novation
- c) Sub-letting
- d) Sub-contracting

204. Which of the following can be registered with the Singapore Land Registry

- a) Temporary Occupation License
- b) Periodic tenancy
- c) Subletting agreement
- d) Deed of more than 7 year lease

205. Which of the following is not true?

- a) Landlord who has mortgaged the property to the bank is not allowed to lease out the property for more than 3 years
- b) Landlord is to notify his bank that his property is rented out so that the tenancy will pass on to the mortgagee
- c) The property together with tenancy and mortgage will pass on to the next owner who bought the property with tenancy
- d) The property can be sold during the lease without getting tenant's consent

206. Which one of the following is not a way in which a lease could be terminated?

- a) Abatement
- b) Surrender
- c) Expiry
- d) Merger

207. What is considered a fixed term lease?

- a) Month to month tenancy
- b) Statutory Land grant
- c) Estate in perpetuity
- d) Estate with 999,999 year

208. What are the similarities between foreigners who buy landed properties in Singapore and those who buy landed properties in Sentosa Cove?

- i. Both must be Singapore Permanent Residents
 - ii. Both need to get approval from LDAU
 - iii. Both cannot own more than 1 restricted property
 - iv. Both properties must be owner-occupied
 - v. Both must fulfil minimum 5 years minimum occupation period
- a) (ii) & (iii)
 - b) (ii), (iii) & (iv)
 - c) All except (v)
 - d) (ii) & (iv)

209. Mr Lee bought a new condominium with strata area of 200sqm. The maintenance fee is at \$50 per share value per month. How much maintenance fees does Mr Lee pay every month?

- a) \$200
- b) \$300
- c) \$400
- d) \$500

210. Townhouses are subject to which of the following Statutory Act(s)?

- i. Residential Property Act
 - ii. Land Titles (strata) Act
 - iii. State Lands Act
 - iv. Building Maintenance and Strata Management Act
- a) (i) only
 - b) (ii) only
 - c) (ii) & (iv)
 - d) (i), (ii) & (iv)

211. Patrick who is a foreigner recently inherited a semi-detached house from his father's death. Which of the following is accurate?

- a) Patrick can keep the house without getting any approval because it is under inheritance
- b) Patrick can only keep the house if he gets approval from LDAU within 3 years from his father's death
- c) Patrick can only keep the house if he gets approval from LDAU within 5 years from his father's death
- d) Patrick cannot keep the house at all even with approval because he is a foreigner

212. With effect from 15th April 2016, surplus car parking spaces can now be permanently converted to other uses in commercial, mixed use and hotel developments with the _____ area.

- a) Central
- b) Outside central
- c) Suburban
- d) City

213. An agency by estoppel

- a) Is a written binding agency agreement between the principal and the agent
- b) Is a relationship which must be proven by the agent
- c) Does not create a real agency relationship but merely protects a 3rd party who has dealt with the agent in reliance on the principal's representation
- d) Is a situation whereby agent is estopped by principal to form an agency relationship

214. Agent sees an advertisement of a property for sale. He brings a buyer to view the property. Seller did not stop him from showing the property. The deal is closed. Agent may claim commission through _____.

- a) Agreement
- b) Estoppel
- c) Ratification
- d) Any of the above

215. A buyer chooses open listing and is served by 2 agents. If the 2 agents were to compete for commission, which of the following statement applies?

- a) Court favours the agent who successfully introduced a buyer to the seller
- b) Court favours the 1st agent to introduce the seller to buyer
- c) Court favours the agent who fetches the best price
- d) There is no precedent case to support a clear verdict

216. An agent is entitled to remuneration only when

- i. He has an agency relationship with the principal he serves
- ii. He has successfully introduced a 3rd party to his principal
- iii. He has successfully concluded the sale
 - a) (i)
 - b) (ii) and (iii)
 - c) (i) and (iii)
 - d) (i), (ii) and (iii)

217. Apparent authority is conveyed when

- a) The principal has made a representation to a 3rd party that the 'agent' has authority to act on his behalf
- b) The principal signed an agency contract for such relationship to be formed
- c) The agent has prior written contract with the principal which causes a misconception to a 3rd party that the agent has the authority
- d) All of the above situations

218. The objective of awarding damages in a breach of contract is to:

- a) Punish the party in default
- b) Force the party in default to perform the contract
- c) Put an injured party, so far as money can do, in the same position as if the contract was performed
- d) Prevent the party from making the same mistake again

219. Which of the following is incorrect regarding the contract on purchase of real property?

- a) Terms of the contract must be clearly expressed
- b) A contract is not formed when acceptance of an offer is subject to conditions
- c) The consideration in the contract need not be adequate
- d) The consideration in the contract need not be monetary

220. The Option to Purchase signed by the seller

- a) Is an irrevocable offer which binds only the seller
- b) Allows the buyer to take back all money paid if he changes his mind before the end of the 14 days option period
- c) Allows the seller to compel the buyer to buy otherwise the seller is able to sue the buyer for damages
- d) Allows the seller to return all deposits to the buyer if he receives a better offer during the 14 days option period

221. Agreement "subject to contract" means

- a) There is no binding contract until the certain conditions are fulfilled
- b) There is a binding contract even though certain conditions are not fulfilled
- c) Parties have entered into a contract while waiting for the paperwork to be done
- d) Parties will only enter into a contract when all the legal paper works are completed

222. Which of the following does not form a part of a valid contract?

- a) Invitation to treat
- b) Acceptance
- c) Reasonable consideration
- d) Offer

223. A terrace house can be granted

- i. A legal title
- ii. Strata title
- iii. Leasehold
- iv. Freehold
 - a) All except (i)
 - b) All except (ii)
 - c) All except (iii)
 - d) All of the above

224. If the title document of land indicates "Mukim 31", it is referring to

- a) Surveyed district in the city area
- b) Surveyed district in the rural area
- c) Strata lot in the city area
- d) Strata lot in the suburban area

225. Which one of the following is not a requirement for a valid deed?
- a) Signed by the grantee
 - b) Witnessed
 - c) Delivered
 - d) Clear on its face that it is a deed
226. (i) All condominiums are strata title properties
(ii) All strata title properties are condominiums
- a) (i) is correct
 - b) (ii) is correct
 - c) All are correct
 - d) All are incorrect
227. Checking of land titles can be done via
- a) INLIS only
 - b) Manually check at the Land Titles Registry only
 - c) Both INLIS and manually check at the Land Titles Registry
 - d) Cannot be checked by Real Estate Salesperson
228. Which of the following clause is not for tenant?
- a) Constructive eviction clause
 - b) Escalation clause
 - c) Diplomatic clause
 - d) Forfeiture clause
229. What is/are found in the reddendum clause of a lease document?
- i. The date of the lease
 - ii. The commencement and duration of lease
 - iii. The first date when the rental payment is due
 - iv. The components of the rental amount
 - v. The rent review
 - vi. The frequency and manner of rental payment
 - a) Only (i)
 - b) Only (ii)
 - c) Only (ii) and (iii)
 - d) All except (i) and (ii)
230. Which clause in a lease agreement is not related to the termination of the lease?
- a) Constructive eviction clause
 - b) Escalation clause
 - c) Diplomatic clause
 - d) Forfeiture clause
231. What is/are found in the habendum clause of a lease document?
- i. The date of the lease
 - ii. The commencement and duration of lease
 - iii. The first date when the rental payment is due
 - iv. The components of the rental amount
 - v. The rent review
 - vi. The frequency and manner of rental payment
 - a) Only (i)
 - b) Only (ii)
 - c) Only (ii) and (iii)
 - d) All except (i) and (ii)
232. Geo, an Australian, intends to rent a detached house along Holland Road for a term of 3 years with an option to renew for another 3 years. Which of the following applies?
- a) The tenancy agreement can be created verbally or in writing
 - b) The tenancy agreement must be by deed in English language
 - c) The tenancy agreement must be registered
 - d) The tenancy agreement is not allowed as he is a foreigner

233. If the foreigner has the approval to buy residential land to build his own house, he has to complete the construction within _____ months from date of purchase of land.

- a) 12
- b) 24
- c) 36
- d) 48

234. If the foreigner has the approval to buy residential land to build his own house, his minimum occupation period will start from

- a) The date he purchases the land
- b) The date he submits tender for the land
- c) The date of Temporary Occupation Permit of the house
- d) The date of vacant possession for the house

235. Which of the following is true?

- a) Foreigners can buy 2 restricted properties with approval
- b) Foreigners can rent out their restricted properties after 3 years of purchase
- c) Singaporeans can only sell the restricted properties after 5 years of purchase
- d) Foreigners can leave their restricted properties vacant if they are not staying in Singapore

236. More purpose-built dormitories have been completed in recent years to provide foreign workers with adequate housing and proper amenities to meet their social and recreational needs. Given the increase in purpose-built dormitories, the allowable quantum for ancillary/secondary uses will revert from 49% to ____%. This will retain more space for industrial use.

- a) 45
- b) 40
- c) 35
- d) 30

237. Ben, a buyer decided to default on the sale contract and the owner did not sue Ben to perform the contract. Was the salesperson that introduced Ben to the owner entitled to commission?

- a) Yes because there was an effective introduction
- b) Yes because there was an effective cause of sale
- c) Yes but only if there was a special agreement between owner and the salesperson to pay commission for such situation
- d) No because the salesperson was not the one who closed the deal

238. Which of the following statement(s) is/are incorrect?

- i. A code of conduct ensures that professional standards are maintained and consumers' interests are protected
- ii. Ethical standards are restricted to only those prescribed in the code of conduct in Estate Agents Act
- iii. One of the factors affecting the highest and best use of a site is the intensity of development that will be approved by the competent authority
 - a) (i) and (ii)
 - b) (ii) and (iii)
 - c) (ii) only
 - d) All of the above

239. Who is an agent?

- a) A person who does something for another person is his agent
- b) A lawyer who does something for his client
- c) An auctioneer who conducts auctions for people who want to sell their properties
- d) All of the above

240. A common method of determining apparent or implied authority of an agent to act on the principal's behalf is to look at

- a) The contract signed by the parties
- b) Other evidence of an agency relationship, like eyewitness
- c) The conduct of the principal, the agent and third party
- d) The conduct of a third party only

241. What must an agent prove before he can claim his fee?

- a) An agency relationship is established
- b) He has completed what his principal has instructed him to carry out, eg. Found a house or found a buyer
- c) The sale has been successfully completed
- d) All of the above

242. The court presumes that in almost all commercial transactions, there is...
- a) No intention to create legal relations unless there is a written agreement
 - b) An intention to create legal relations
 - c) An intention to enter into a contract unless there is no agent present
 - d) No intention to create legal relations, unless there is an agent involved
243. In an option to purchase, the vendor and the purchaser may not
- a) Specify the circumstance upon which the contract can be rescinded
 - b) Specify the completion date
 - c) Specify whether or not the deposit is to be held as stakeholder
 - d) Specify a price that is different from the actual transacted price
244. Deposit on a purchase is in effect a
- a) Penalty in case the purchaser changes his mind
 - b) Safeguard for the vendor in case the purchase changes his mind
 - c) Token for vendor to perform contract
 - d) Right of the vendor to have some assurance
245. Consideration in real estate transaction
- a) Need not be adequate
 - b) Need to be adequate
 - c) Must be 1% of purchase price
 - d) Must be a huge amount in order to show sufficient commitment
246. Which of the following are the similarities between Land Titles System and Deeds System?
- i. Both register interests in land
 - ii. Both show records of up to past 15 years in title search
 - iii. Both record legal transactions affecting land
 - iv. Both can be used as evidence in court
 - a) (i), (ii), (iii)
 - b) (i), (iii), (iv)
 - c) (ii), (iii), (iv)
 - d) All of the above
247. Samuel is interested in a plot of land and he is unsure where he can retrieve the information. Which map should he be looking at?
- a) Alteco map
 - b) Cadastral map
 - c) House landing map
 - d) Strata title map
248. Which of the following is a type of notice under the doctrine of notice?
- a) Implied notice
 - b) Intended notice
 - c) Charge notice
 - d) Express notice
249. Which of the following does not need to be registered with the Singapore Land Registry?
- a) Temporary Occupation License on State Land
 - b) 30 year lease for a JTC industrial site
 - c) Use of CPF to purchase a private apartment
 - d) DBS bank mortgage loan
250. Caveat protects:
- a) Lien (security interest)
 - b) Beneficial interests
 - c) Agreement of charges
 - d) All of the above
251. Victor signs a 10-year lease for a 5-storey warehouse cum office building with a REIT. The agreement:
- a) Can be created verbally
 - b) Must be written in English
 - c) Must be approved by Victor's banker
 - d) Not allowed as REIT cannot grant a lease exceeding 7 years

252. JTC issues a 30-year lease with an option to renew for another 30 years. This is a...

- a) Periodic lease
- b) Fixed term lease
- c) Statutory land grant
- d) Service tenancy

253. Which of the following is a fixed term tenancy?

- a) Renewable, weekly or monthly basis
- b) 3-year lease with option to renew for 3 years
- c) Any lease with no definite duration
- d) A lease to be determined by either party giving notice to quit

254. If a building is sold en-bloc, a tenant is able to

- i. Stay in the apartment and refuse to move
- ii. Deliver vacant possession to buyer at due date
- iii. Seek compensation from landlord
- iv. Seek compensation from Strata Titles Board
 - a) (i), (ii) & (iii)
 - b) (i) & (iii)
 - c) (ii) & (iii)
 - d) (ii) & (iv)

255. Tenants do not have the

- a) Right of exclusivity
- b) Right of enjoyment
- c) Right of possession
- d) Right of disposition

256. With effect from 30th May 2016, due to traffic and parking situation, URA will not allow new additional eating house in _____ at locations such as Thomson Village, Bedok area and Little India Historic District.

- a) HDB estates
- b) Landed housing areas
- c) Shophouses
- d) Commercial districts

257. Mr Deen wishes to find out if the surrounding land along North-South Highway has been acquired under land acquisition, which government department can he verify with?

- a) Singapore Land Authority
- b) Go online and check for information
- c) Government Gazette
- d) Newspaper report and government newsletter

258. Which of the following person is eligible to buy restricted property without approval under Residential Property Act?

- a) A Singapore Permanent Resident
- b) A Foreign company with Singaporeans owning 60% of the shares
- c) A Singapore registered company with only 1 foreign shareholder
- d) A non-foreign society

259. Which of the following is true?

- a) New worker's dormitories are allowed within industrial and warehouse development subject to payment of differential premium
- b) New worker's dormitories are now exempted from LTA's prior clearance
- c) Increase in number of workers for existing workers dormitories are allowed subject to MOM's approval
- d) No new worker's dormitories are allowed within industrial or warehouse developments

260. Mr Tham who is a Singapore Permanent Resident (SPR) wishes to buy a semi-D at Bukit Timah. Which of the following is true?

- a) He can go ahead to buy without approval because he is a SPR
- b) He needs to get an approval to buy
- c) He can buy it for investment only
- d) He is absolutely not eligible to buy even with approval

261. Which of the following circumstances whereby Salesperson A has breached the duty of care to his client who is the owner of the property?

- a) Salesperson A did not convey to his seller that there was a higher offer before the seller sign the OTP with the current buyer
- b) Salesperson A introduced a foreign tenant without a valid immigration pass
- c) Salesperson A found a tenant who did not take good care of the unit
- d) (a) & (b) only

262. Which of the following situation(s) is/are unethical behavior?

- i. An agent receives commission from both buyer and seller
- ii. An agent speaks badly about a fellow agent
 - a) Only (i) is unethical
 - b) Only (ii) is unethical
 - c) Both are unethical
 - d) Both are not unethical

263. Which of the following situation(s) is/are illegal?

- i. An agent receives commission from both buyer and seller
- ii. An agent speaks badly about a fellow agent
 - a) Only (i) is illegal
 - b) Only (ii) is illegal
 - c) Both are illegal
 - d) Both are not illegal

264. An ordinary estate agency _____ contract is that _____.

- a) Unilateral; only the agent has the right to decide whether to act or not
- b) Unilateral; only 1 party is bound: the owner is bound to pay the agent commission if he brings about a deal
- c) Bilateral; both the owner and the agent must perform their part of the contract
- d) Conditional; there is no contract between the owner and the agent unless and until the agent brings about a deal

265. Consider the following statements:

- i. A real estate agent is expected to be a stakeholder of his client's funds
- ii. A real estate agent if in receipt of deposit money coming into his possession in trust for his client, should open a special account that is separate from his own funds
 - a) Statement (i) is correct and statement (ii) is incorrect
 - b) Statement (i) is incorrect and statement (ii) is correct
 - c) Both statements are correct
 - d) Both statements are incorrect

Paper 1 Answers

1. (c)
A right benefiting a piece of land (known as the dominant tenement) that is enjoyed over land owned by someone else (the servient tenement). Usually, such a right allows the owner of the dominant tenement to do something on the other person's land, such as a path. This is a form of easement. However, road expansion is not an easement.
2. (b)
Void contracts are:
 - Contracts involving illegal subject matter or against public policies
 - Contracts entered by someone not mentally competent
 - Contracts that require to perform something impossible
 - Contracts that restrain certain activities like right to work for a living
3. (a)
4. (b)
By depositing the title deed to the creditor creates the equitable mortgage.
A property must be sold free from encumbrance and therefore cannot be sold with its debt.
Seller must first sell and pay back all their loans and buyer buys the loan from bank.
5. (b)
Jake's brother will not be able to will his share to his wife if it's under joint tenancy.
The property that Jake purchased before he marry his second wife will not be converted into a tenancy in common unless he divorce his first wife.
6. (c)
Note that, Dennison is creating a trust with his brother Calvin. Calvin holds the legal interest in the property but Matilda holds

- the beneficiary interest.
7. (d)
There could be new covenant terms created for a land, such as air conservation area. Therefore, understanding the concept of covenant is important.
All state covenant runs with the land.
Do note that some positive covenant does not run with land.
 8. (b)
When the mortgage money is due, the mortgagee has the rights to sell or to concur with any other person in selling, to appoint a receiver of the income of the mortgaged property, or part thereof.
The rights of redemption always belong to the mortgagor.
 9. (c)
 10. (c)
The contract is void s it is illegal to begin with.
Sales of property is not allowed during MOP period.
 11. (b)
 12. (c)
 13. (c)
According to estate agents act. Unlike Salespersons, estate agents are required to keep record of all original and copies of contracts for 5 years.
 14. (b)
Prefix alphabet is placed in front of the range number.
There is only two types of prefixes, U for strata lots and A for accessory lots.
 15. (d)
Cluster house is also considered as landed property. However, note that if its under condominium status, it can be sold to foreigners
 16. (d)
 17. (c)
 18. (d)
 19. (a)
By owning a unit that is under construction, you already own the land, therefore it is not a future interest.
 20. (c)
Resulting trust is implied trust that comes into existence by operation of law, where property is transferred to someone who pays nothing for it; and then is implied to have held the property for benefit of another person while a constructive trust
- is an equitable remedy imposed by a court to benefit a party that has been wrongfully deprived of its rights due to either person obtaining or holding a legal property right which they should not possess due to unjust enrichment or interference.
21. (b)
 22. (a)
 23. (b)
 24. (a)
 25. (a)
 26. (a)
 27. (d)
 28. (c)
 29. (b)
 30. (a)
 31. (a)
 32. (a)
 33. (d)
 34. (c)
 35. (a)
 36. (a)
 37. (d)
 38. (c)
 39. (c)
 40. (a)
 41. (a)
 42. (b)
 43. (c)
 44. (a)
 45. (a)
 46. (b)
 47. (a)
 48. (a)
 49. (d)
 50. (b)
 51. (a)
 52. (b)
 53. (d)
 54. (c)
 55. (c)
 56. (c)
 57. (a)
 58. (c)
 59. (a)
 60. (d)
 61. (d)
 62. (b)
 63. (b)
 64. (b)
 65. (b)
 66. (b)
 67. (a)
 68. (c)
 69. (c)
 70. (b)
 71. (b)
 72. (b)
 73. (a)
 74. (a)
 75. (b)
 76. (d)
 77. (a)
 78. (c)
 79. (d)
 80. (b)

81. (d) 149. (b) 217. (a)
82. (b) 150. (c) 218. (c)
83. (c) 151. (a) 219. (d)
84. (c) 152. (a) 220. (a)
85. (c) 153. (a) 221. (a)
86. (d) 154. (c) 222. (a)
87. (d) 155. (a) 223. (b)
88. (c) 156. (b) 224. (b)
89. (a) 157. (c) 225. (a)
90. (b) 158. (d) 226. (a)
91. (d) 159. (d) 227. (c)
92. (c) 160. (a) 228. (d)
93. (a) 161. (c) 229. (d)
94. (c) 162. (d) 230. (b)
95. (a) 163. (d) 231. (b)
96. (c) 164. (a) 232. (a)
97. (c) 165. (c) 233. (c)
98. (c) 166. (c) 234. (c)
99. (b) 167. (c) 235. (d)
100. (c) 168. (a) 236. (b)
101. (c) 169. (d) 237. (c)
102. (a) 170. (b) 238. (c)
103. (b) 171. (a) 239. (d)
104. (b) 172. (b) 240. (c)
105. (c) 173. (c) 241. (d)
106. (c) 174. (b) 242. (b)
107. (d) 175. (d) 243. (d)
108. (c) 176. (c) 244. (c)
109. (a) 177. (b) 245. (a)
110. (b) 178. (a) 246. (b)
111. (a) 179. (a) 247. (b)
112. (d) 180. (b) 248. (c)
113. (c) 181. (b) 249. (a)
114. (a) 182. (c) 250. (d)
115. (b) 183. (d) 251. (b)
116. (d) 184. (b) 252. (b)
117. (d) 185. (b) 253. (b)
118. (a) 186. (c) 254. (c)
119. (c) 187. (b) 255. (d)
120. (b) 188. (a) 256. (c)
121. (a) 189. (c) 257. (a)
122. (b) 190. (c) 258. (d)
123. (a) 191. (d) 259. (d)
124. (b) 192. (b) 260. (b)
125. (b) 193. (d) 261. (d)
126. (b) 194. (b) 262. (b)
127. (b) 195. (a) 263. (a)
128. (c) 196. (b) 264. (c)
129. (c) 197. (c) 265. (b)
130. (b) 198. (c)
131. (b) 199. (d)
132. (a) 200. (a)
133. (b) 201. (c)
134. (b) 202. (c)
135. (a) 203. (a)
136. (d) 204. (d)
137. (d) 205. (c)
138. (a) 206. (a)
139. (c) 207. (d)
140. (a) 208. (b)
141. (d) 209. (c)
142. (b) 210. (d)
143. (c) 211. (c)
144. (c) 212. (a)
145. (c) 213. (c)
146. (b) 214. (c)
147. (b) 215. (a)
148. (c) 216. (c)