



KSH Holdings Limited

(Company Registration Number: 200603337G)
(Incorporated in the Republic of Singapore on 9 March 2006)

-
- (1) **MEMORANDUM OF UNDERSTANDING**
(2) **AWARD OF TENDER FOR PURCHASE OF PROPERTY**
-

The Board of Directors (the “**Board**”) of KSH Holdings Limited (the “**Company**”) is pleased to announce the following:

- (1) Kim Seng Heng Realty Pte Ltd, a wholly-owned subsidiary of the Company has on 16 February 2011 signed a Memorandum of Undertaking (the “**MOU**”) with Heeton Homes Pte. Ltd., Unique Realty Pte. Ltd. (“**Unique Realty**”), TEE Realty Pte. Ltd., and Zap Piling Pte. Ltd. Pursuant to the MOU, Heeton Homes Pte. Ltd., Kim Seng Heng Realty Pte. Ltd., TEE Realty Pte. Ltd., and Zap Piling Pte. Ltd., will hold 40%, 25%, 20% and 15% respectively in the share capital of Unique Realty.

(2) (i) **Purchase of Property**

Pursuant to the MOU, Unique Realty has tendered and been awarded the tender for the purchase (the “**Purchase**”) of the property known as MacPherson Green at 568 & 570 Macpherson Road Singapore 368236 & 368237 (the “**Property**”).

The Property has a land area of 66,932 square feet, with a plot ratio of about 2.1 which would permit a total gross floor area of approximately 140,557 square feet and will be used for the development of a residential project.

(ii) **Purchase Price**

The purchase price of the Property is S\$105,000,000.00 (the “**Purchase Price**”), was arrived at after taking into account various commercial factors including the development potential, location of the Property and the recent transacted prices for properties in the vicinity.

The Purchase of the Property will be financed by internal funds and bank borrowings. The acquisition is not expected to have any material impact on the Group’s net tangible assets or earnings per share for the financial year ending 31 March 2011.

(iii) **Conditions**

A. Pursuant to the provisions of the Contract, where more than 80% but less than 100% of the owners of the units in the Property (the “**Owners**”) have signed the collective sale agreement pursuant to the Land Titles (Strata) Act (Cap 158) (“**Collective Sale Agreement**”) to collectively sell their units in the Property, the purchase is conditional upon the Owners obtaining an order of sale approving the collective sale of the Property in accordance with the relevant provisions of the Land Titles (Strata) Act (Cap 158) (“**Order of Sale**”) on or before the following dates, whichever is applicable:

- (a) (from the Strata Titles Board) six (6) months from the date of the Contract in respect of an Order of Sale; or

(b) (from the High Court) nine (9) months from the date of the stop order as referred to in the Land Title (Strata) Act (Cap 158) if a stop order is so issued by the Strata Titles Board.

B. Subject to the provisions of the Tender (the "**Contract**"), the Purchase shall be completed within three (3) months from:

(a) Unique Realty's or Unique Realty's solicitors' receipt of the written notice from the solicitors acting for the Owners who had entered into the Collective Sale Agreement ("**Owners' Solicitors**") that the Order of Sale has been obtained; or

(b) Unique Realty's or Unique Realty's solicitors' receipt of the Owners' Solicitors' written notice that all the Owners have signed the Collective Sale Agreement;

whichever is the earlier date, or such extended completion date as provided in the Contract.

(iv) Payment

Unique Realty has todate paid 5% of the Purchase Price as deposit. The said deposit is to be held by the Owners' Solicitors and Unique Realty's solicitors, acting as joint stakeholders.

When an Order of Sale is made by the Strata Titles Board or the High Court (as the case may be) approving the sale or when all the Owners have signed the Collective Sale Agreement, another 5% of the Purchase Price shall be paid within 7 working days from the date of the Owners' Solicitors' notice informing Unique Realty or its solicitors that the Order of Sale has been obtained or that all the Owners have signed the Collective Sale Agreement.

The balance 90% of the Purchase Price will be paid on completion of the Purchase in accordance with paragraph 2(iii)(B) above.

(v) Interests of Directors and Controlling Shareholders

None of the Directors or controlling shareholders of the Company has any direct or indirect interests in the above transaction save for their shareholdings in the Company.

BY ORDER OF THE BOARD

Choo Chee Onn
Executive Chairman and Managing Director
10th March 2011