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RES Exam Practice Questions and Answers

20 original practice questions in the real exam's two styles: 12 Section A questions (1 mark each) and 8 Section B questions on one case study (2 marks each). 28 marks in all. Answers with short explanations start on a new page.

These are not real exam questions. CEA and NTUC LearningHub do not publish past RES exam papers or answer keys. Every question here was written by RESPrep for practice, mapped to the CEA RES syllabus. We do not use or sell recalled exam questions.

Each real RES paper (Paper 1 and Paper 2)	
Section A	60 standalone multiple-choice questions, 1 mark each (60 marks)
Section B	20 multiple-choice questions on one or two case studies, 2 marks each (40 marks)
Time	2 hours 30 minutes
Pass mark	60 of 100, in each paper

Format as published by NTUC LearningHub. Check the current details with CEA and NTUC LearningHub before your sitting.

Section A · 12 questions · 1 mark each

Choose the one best answer.

Q1 Paper 1 · 1 mark

Mr Tan owner-occupies a condominium unit. He spends $45,000 on built-in wardrobes screwed to the walls and a fitted kitchen, and $15,000 on a sofa set and a free-standing fridge. A year later he lets the unit furnished at $5,500 a month, $500 of it for the furniture. He then agrees to sell the unit with the tenancy running. Which statement is correct?

A The wardrobes and kitchen can raise the Annual Value and pass to the buyer; the sofa and fridge do neither unless included.

B Annual Value is fixed at the $66,000 a year he actually receives, because IRAS assesses the contract rent with the furniture charge included.

C The wardrobes and kitchen are left out of Annual Value, which values the unit as a bare shell, although they still pass on the sale.

D The sofa and fridge raise Annual Value because the unit is let furnished, and they pass to the buyer on the sale as part of the let premises.

Q2 Paper 1 · 1 mark

Mr Ho, a landlord, hires Swiftmove Pte Ltd to move furniture into his condominium unit. He signs its form without reading it. The form says Swiftmove is "not liable for any loss or damage however caused", and that Mr Ho will indemnify Swiftmove against any claim by his management corporation. On moving day he first sees a loading-bay notice adding further exclusions.

Which of the following is/are correct?

(i) Mr Ho is bound by the signed form though he never read it, absent fraud or a misrepresentation of its terms.

(ii) The form can exclude Swiftmove's liability for injury its careless driver causes Mr Ho, provided the term is reasonable.

(iii) The loading-bay notice is not part of the contract, since Mr Ho first saw it after the contract was made.

(iv) The indemnity stops the management corporation from suing Swiftmove for lift damage, as it moves that liability to Mr Ho.

A (ii) only

B (ii) and (iv) only

C (i) and (iii) only

D (i), (ii) and (iii) only

Q3 Paper 1 · 1 mark

To close a sale, salesperson Wei tells a buyer that the vacant plot next door 'is zoned for a park and will stay green'. He has not checked the Master Plan, which zones the plot Residential. The buyer exercises the option; a condominium later rises on the plot. How is Wei's statement best characterised?

A A mere puff, because a remark about a neighbouring site's future is opinion no buyer may rely on.

B Not actionable, because caveat emptor put the onus on the buyer's lawyer to inspect the Master Plan.

C A contractual warranty by the seller that the plot stays green, enforceable under the sale agreement.

D A misrepresentation of checkable fact made without reasonable grounds, and possibly a negligent misstatement.

Q4 Paper 1 · 1 mark

Mr Ong is selling his 20-year-old semi-detached house through salesperson Joyce. He knows the roof leaks in heavy rain, and before the viewings he repaints the stained ceiling. The buyer commissions no survey, completes the purchase and finds the leak in the first monsoon. Which of the following statements is/are correct?

(i) Caveat emptor leaves with the buyer the risk of defects that a survey would have revealed.

(ii) Repainting to hide the leak can be a misrepresentation by conduct, which caveat emptor does not excuse.

(iii) The Estate Agents Act 2010 requires a seller to disclose every known defect before granting the option.

(iv) A seller's silence about a physical defect, without more, is generally not actionable by the buyer.

A (i) and (ii) only

B (iii) only

C (i), (ii) and (iv) only

D (ii) and (iii) only

Q5 Paper 1 · 1 mark

An Option to Purchase over an apartment expires at 4pm on 20 March, and the $18,000 option fee is forfeited if unexercised. The buyer's lawyer delivers the signed acceptance copy and the exercise money at 5pm that day. At 4.30pm the seller had granted a fresh option to another buyer. What is the effect?

A Validly exercised, because delivery fell on the stated date and time is not of the essence.

B The late exercise binds the seller, as a one-hour delay caused him no prejudice.

C The option lapsed at 4pm, so no contract arose, the fee is forfeited and the second buyer's option stands.

D The option lapsed, but the $18,000 is refundable as no contract of sale came into being.

Q6 Paper 1 · 1 mark

Without authority, salesperson Ben signs a two-year tenancy of Mrs Ho's apartment at $4,200 a month. Mrs Ho learns of it that week, says nothing to the tenant and banks the first two months' rent. In the third month she receives a $5,000 offer and tells the tenant to leave. What is the position?

A The tenancy is void, as a principal cannot supply authority for a contract already made.

B Mrs Ho ratified the tenancy by knowingly taking the rent, so she is bound for two years.

C Mrs Ho may end it on a month's notice, as an unauthorised tenancy runs from month to month.

D Mrs Ho is not bound, as ratification needs an express written adoption and she signed nothing.

Q7 Paper 1 · 1 mark

Mr Wong's house was transferred out of his name by an instrument his nephew forged. The nephew, now registered, later sold and transferred it to Ms Ang, who paid the market price and knew nothing of the forgery. Which of the following statements about the Land Titles Act 1993 is/are correct?
(i) While the nephew was still registered, his title could have been defeated because he was the forger.
(ii) Ms Ang's title fails because it derives from a registration obtained through a forged instrument.
(iii) Ms Ang's title is open to the fraud exception only if she or her agent took part or colluded in the forgery.
(iv) Mr Wong has no claim to the house itself against Ms Ang, and his claim lies against the nephew.

A (i) and (iv) only

B (i), (iii) and (iv) only

C (i), (ii), (iii) and (iv)

D (i), (ii) and (iii) only

Q8 Paper 1 · 1 mark

Pixel Pte Ltd occupies a mall unit under a three-year 'Licence Agreement' at a monthly 'licence fee'. The owner may enter at any time, move Pixel to another unit on seven days' notice and put other operators in the space. A new owner buys the mall and tells Pixel to leave. Which is/are correct?
(i) Since the parties called it a licence, that label decides the question and Pixel holds no lease.
(ii) Since the owner may relocate Pixel and share the space, Pixel lacks exclusive possession.
(iii) Since the term exceeds one year at a periodic payment, the agreement takes effect as a lease.
(iv) Since a licence is a personal permission, Pixel's agreement does not bind the new owner.

A (iii) and (iv) only

B (ii), (iii) and (iv) only

C (ii) and (iv) only

D (i) and (iii) only

Q9 Paper 1 · 1 mark

After default and the required notice, a bank sells a borrower's house under its power of sale. The mortgage debt is $900,000, with $18,000 of interest and $12,000 of sale costs; there is no second mortgage. A valuation put the house at $1.3 million, but the bank accepted $1.05 million in a four-day sale. What surplus must the bank pay the borrower?

A $150,000
B $370,000
C $400,000
D $120,000

Q10 Paper 2 · 1 mark

Daniel holds an exclusive appointment to sell Madam Chua's condominium, listed at $1,480,000. His brother wants to buy it and has no salesperson. The brother privately offers Daniel $5,000 if the sale closes at the asking price, and Daniel plans to tell his agency about the offer.
Which of the following is/are correct?
(i) Since the buyer is his brother, Daniel must declare the relationship to Madam Chua in writing as soon as possible.
(ii) Since his brother has no salesperson, Daniel may also act for him if both parties consent in writing.
(iii) Telling his agency about the $5,000 stops the payment being a secret profit.
(iv) Madam Chua may not sell to a relative of Daniel's while Daniel holds the listing.

A (ii) and (iii) only
B (i) only
C (ii) and (iv) only
D (i), (ii) and (iii) only

Q11 Paper 2 · 1 mark

Siti, a registered salesperson, arranges the lease of a four-room HDB flat at $3,000 a month. At signing, the tenant hands her $6,000 in cash as the two-month deposit and asks her to pass it to the landlord, who is overseas until October. Siti's commission is still unpaid.
What should Siti do?

A Decline the cash, let the tenant pay the landlord directly, and bill her commission separately.
B Accept the cash against a signed receipt and hand it to the landlord when he returns in October.
C Accept the cash, because the ban on handling money covers sales and purchases, not leases.
D Bank the cash with her agency and release it once the landlord has paid her commission.

Q12 Paper 2 · 1 mark

Madam Teo's HDB flat is under a three-month exclusive estate agency agreement with Coastal Homes that runs to 30 November 2026. Unhappy with Coastal Homes, she phones salesperson Joel of Harbour Realty on 20 October and asks him to take over the listing at once, offering a higher commission than she now pays. Under CEA's Practice Guidelines on conduct towards one another, what may Joel do?

A Decline while the agreement runs, and explain that she may still owe Coastal Homes commission on its buyers.

B Take the listing now, because Madam Teo approached him first and he did nothing to solicit the appointment.

C Take the listing now, provided he warns Madam Teo in writing that she may still owe Coastal Homes commission.

D Advise Madam Teo to terminate her agreement with Coastal Homes first, and then sign with him the same day.

Section B · 8 questions · 2 marks each

Read the case study, then answer the questions that follow. Each question stands alone unless it says "Suppose".

Case study: The Bukit Timah redevelopment

Arjun and Priya are siblings. In 2009 they bought a freehold detached house at Bukit Timah, built in 1978, as registered joint tenants. The purchase was financed by Harbour Bank, whose mortgage over the house was registered in 2009, and both siblings are co-borrowers on the loan.

A neighbour, Mr Lim, uses a paved strip along the side of the house as the only vehicular access to his landlocked plot behind. The right of way was granted for the benefit of that plot and is registered on the title. The ground floor is let to Grace, who runs a small tuition centre there under a written lease from 1 August 2025 to 31 July 2027 at $6,500 a month. Because the term does not exceed seven years, the lease was never registered. For the tuition centre Grace bought and installed wall-mounted whiteboards, a split air-conditioning unit and a glass partition.

The siblings planned to replace the house with a pair of semi-detached homes. To raise funds, Arjun sold his entire interest to an investor, Mr Chua, for $5,400,000 in March 2026 without telling Priya, and the transfer was registered. Arjun died in May.

In July 2026 Mr Chua and Priya appointed XYZ Realty under CEA's prescribed exclusive estate agency agreement for three months, with Jason as their salesperson. Commission is 2% of the sale price plus GST, and XYZ Realty is registered for GST. Jason listed the house at $12,500,000 and told viewers that plans for a swimming pool had been approved. He had never seen the plans.

On 1 September 2026 the sellers granted Daniel a 14-day Option to Purchase at $12,000,000 for an option fee of $120,000. Daniel, who has no salesperson of his own, is a Singapore Citizen. Before exercising, Daniel asked Jason to act for him as well, to save appointing his own salesperson. Daniel exercised the option on 10 September, lodged a caveat against the title and fixed completion for 30 October 2026.

Meanwhile the loan has fallen four monthly instalments into arrears. Harbour Bank has served a notice demanding payment and warning that it may exercise its power of sale.

Q13 Paper 1 · 2 marks

Consider the whiteboards, air-conditioning unit and glass partition that Grace installed.
Which of the following is/are correct?
(i) In law they are fixtures, even though Grace attached them only to run her business.
(ii) Grace may remove them before her lease ends, making good any damage the removal causes.
(iii) On completion they pass to Daniel outright, and Grace loses any right to take them away.
(iv) The sellers may sell them to Daniel as part of the house, since fixtures always belong to the freehold owner.

A (ii) and (iii) only
B (i), (iii) and (iv) only
C (i) and (ii) only
D (ii), (iii) and (iv) only

Q14 Paper 1 · 2 marks

Priya says Arjun's transfer cannot affect her, since she never agreed to it and she outlived him.
Which of the following is/are correct?
(i) Arjun's registered transfer to Mr Chua severed the joint tenancy although Priya never agreed to it.
(ii) Since Priya outlived Arjun, his interest passed to her by survivorship when he died in May.
(iii) Mr Chua and Priya now hold the house as tenants in common, each with a half share.
(iv) The transfer failed because no copy of it was served on Priya as section 53(5) requires.

A (i) and (iii) only
B (i), (ii) and (iii) only
C (iii) and (iv) only
D (i), (iii) and (iv) only

Q15 Paper 1 · 2 marks

Before the sale, the owners' builders proposed fencing off Mr Lim's strip during the works and paying him monthly.
Which of the following is/are correct?
(i) Mr Lim's right of way is an easement benefiting his plot, not a personal permission granted to him.
(ii) Being registered, it binds Mr Chua and Priya now and will bind Daniel once he completes.
(iii) Offering Mr Lim a monthly payment would not by itself entitle the owners to fence off the strip.
(iv) Had the right been a bare licence to Mr Lim personally, it could have been withdrawn on reasonable notice.

A (i) and (ii) only
B (i), (ii) and (iv) only
C (ii) only
D All of the above

Q16 Paper 1 · 2 marks

Daniel completes on 30 October 2026.
Which of the following about Grace's lease is/are correct?
(i) The lease binds Daniel although it is unregistered, because its term does not exceed seven years.
(ii) Rent falling due after completion is payable to Daniel rather than to Mr Chua and Priya.
(iii) The sale ended the lease, because Grace never lodged a caveat to protect her interest.

A (i) and (iii) only
B (i) and (ii) only
C (ii) and (iii) only
D All of the above

Q17 Paper 1 · 2 marks

Suppose Daniel had let the option run out without exercising it.
Which of the following is/are correct?
(i) The sellers could have sued Daniel for specific performance, since granting the option formed a contract of sale.
(ii) The option would have lapsed at the end of the 14 days, with no notice of withdrawal needed.
(iii) Under the usual terms of an option, the sellers would have kept the $120,000 option fee.
(iv) A withdrawal by the sellers within the 14 days would not have stopped Daniel from exercising the option.

A (i) and (ii) only
B (i), (ii) and (iii) only
C (iii) and (iv) only
D (ii), (iii) and (iv) only

Q18 Paper 1 · 2 marks

Suppose that in August, before the option, a friend of Priya had introduced Daniel to the sellers directly, and they had sold to him without any involvement from XYZ Realty. What is XYZ Realty's position?

A It may claim nothing, because commission is earned only by the agency that was the effective cause of the sale.
B It may still claim commission, as its exclusive appointment covers a sale in its term, whoever found the buyer.
C It may claim only a reasonable fee for the marketing it did, because the sellers found the buyer themselves.
D It may claim its commission from Daniel, as the buyer who benefited from the marketing XYZ Realty had done.

Q19 Paper 1 · 2 marks

Daniel lodges his caveat on 10 September 2026, just after exercising the option. What is its effect?

A It gives notice of Daniel's interest as purchaser and blocks inconsistent dealings, without passing title to him.
B It makes Daniel the owner at once, since it states the price and the exercise date.
C It overrides Grace's lease and Mr Lim's right of way, since a purchaser's caveat ranks first.
D It is invalid, because a caveat may be lodged by the registered proprietor alone.

Q20 Paper 1 · 2 marks

Before the option was granted, Daniel had asked Jason to sign a sale agreement for the sellers there and then at $12,000,000.
Which of the following is/are correct?
(i) Jason's exclusive appointment lets him find a buyer, but not sign a binding sale for the sellers.
(ii) Jason may act for Daniel as well, once Daniel, Mr Chua and Priya all consent in writing.
(iii) Jason should not have told viewers the pool plans were approved without first verifying the approval.
(iv) Had Jason signed at $12,000,000 without authority, the sellers could still have chosen to ratify the sale and be bound by it.

A (i) and (ii) only
B (iii) and (iv) only
C (i), (iii) and (iv) only
D (ii), (iii) and (iv) only

Answers and explanations

Score 1 mark for each Section A question and 2 marks for each Section B question, out of 28.

Q1 Answer: **A**

Answer: The wardrobes and kitchen can raise the Annual Value and pass to the buyer; the sofa and fridge do neither unless included. Fixtures are part of the property for both tax and sale; furniture is not.

Rule: Annual Value is the estimated gross annual rent if the property were let, excluding furniture, furnishings and maintenance fees; fixtures are part of the property. A fixture passes on a sale unless expressly excluded; a chattel passes only if included.

Source: IRAS, Property Tax, Annual Value, read Oct 2026; common-law degree and purpose of annexation tests. CEA, RES Examination Syllabus 2027, LO 1.4.4

Q2 Answer: **C**

Answer: (i) and (iii) only. A signature incorporates the form's terms, a later notice does not, negligent injury can never be excluded, and an indemnity binds only the parties to it.

(i) True. A party who signs a contractual document is bound by its terms whether or not he read them, unless there was fraud or the other side misrepresented their effect (L'Estrange v F Graucob Ltd [1934]; Curtis v Chemical Cleaning and Dyeing Co [1951]).

(ii) False. A business cannot by any contract term or notice exclude or restrict liability for death or personal injury resulting from negligence. Reasonableness is the test only for other loss or damage, such as harm to the furniture.

(iii) True. A term on a notice is incorporated only if reasonable notice of it was given before or when the contract was made. Notice first seen afterwards comes too late (Olley v Marlborough Court Ltd [1949]).

(iv) False. An indemnity allocates loss between Mr Ho and Swiftmove: Swiftmove can recover from Mr Ho what it has to pay. It does not take away the management corporation's own right to sue Swiftmove, which is not a party to the indemnity.

Rule: An exclusion clause binds only if incorporated (signature, or reasonable notice before contracting), is read strictly against the party relying on it, and is subject to the Unfair Contract Terms Act. An indemnity clause shifts the cost of a loss between the contracting parties; third parties keep their own claims.

Source: Unfair Contract Terms Act 1977 s 2(1)-(2), current at 3 Oct 2026; common law of incorporation as cited. CEA, RES Examination Syllabus 2027, LO 2.1.4 and 2.1.5

Q3 Answer: **D**

Answer: A misrepresentation of checkable fact made without reasonable grounds, and possibly a negligent misstatement. Zoning is published in the Master Plan, so it is fact, not opinion.

Rule: A false statement of existing fact that induces a contract is an actionable misrepresentation, negligent rather than fraudulent if made without reasonable grounds, and a salesperson who volunteers a checkable claim may also be liable in tort for negligent misstatement. A salesperson must not convey a false impression or give false information.

Source: Code of Ethics and Professional Client Care, paragraph 6(4)

Q4 Answer: **C**

Answer: (i), (ii) and (iv) only. Caveat emptor covers silence and discoverable defects, but repainting to hide the leak is misrepresentation by conduct, and no statute imposes seller disclosure.

(i) True. The buyer must inspect and enquire, and takes the risk of physical defects that inspection or a survey would reveal.

(ii) True. Mr Ong went beyond silence. Active steps to hide a defect can amount to a misrepresentation by conduct.

(iii) False. The Act regulates estate agents and salespersons, not sellers, and imposes no seller's duty of disclosure.

(iv) True. Silence alone is generally not actionable, which is why the repainting, not the silence, founds the claim.

Rule: Under caveat emptor the buyer takes the risk of physical defects that inspection would reveal, and silence alone is generally not actionable. The doctrine does not protect a seller who makes false statements or actively hides a defect.

Source: Estate Agents Act 2010 (the Act regulates agents, not sellers); common law (caveat emptor)

Q5 Answer: **C**

Answer: The option lapsed at 4pm, so no contract arose, the fee is forfeited and the second buyer's option stands.

Rule: An option to purchase is an irrevocable offer kept open for the stated period, and it must be exercised strictly as it provides. Once the period ends the option lapses, no contract of sale arises, and the option fee is forfeited under the option's terms.

Source: Common law of options to purchase and strict compliance with their stated terms, as applied in Singapore

Q6 Answer: **B**

Answer: Mrs Ho ratified the tenancy by knowingly taking two months' rent, so she is bound for the full two years on the terms Ben agreed.

Rule: A principal with full knowledge of the material facts may ratify an unauthorised act, expressly or by conduct such as accepting the benefit. Ratification relates back to when the act was done.

Source: Common law of agency on ratification (Bolton Partners v Lambert (1889) 41 Ch D 295 on relation back), as applied in Singapore

Q7 Answer: **B**

Answer: (i), (iii) and (iv) only. The fraud exception is personal to the proprietor who took part in the forgery, so it reached the nephew but not Ms Ang.

(i) True. The nephew was the forger, so his own registered title was open to challenge.

(ii) False. Ms Ang took from a registered proprietor, paid value and knew nothing of the forgery, so her title stands.

(iii) True. The exception reaches Ms Ang only through her own participation, or her agent's, in the fraud or forgery.

(iv) True. Ms Ang's title stands, so Mr Wong's claim is against the forger.

Rule: A registered proprietor holds title free of interests other than those the Act lists. That title is defeated only where the proprietor or his agent was a party to or colluded in the fraud or forgery, so a later good-faith purchaser for value is protected.

Source: Land Titles Act 1993 (2020 Revised Edition), sections 46(1) and 46(2)

Q8 Answer: **C**

Answer: (ii) and (iv) only. Pixel cannot exclude the owner, so it lacks exclusive possession and holds only a personal licence, which does not bind a buyer.

(i) False. Substance governs, not the label. The conclusion may be right, but the label is not what decides it.

(ii) True. A genuine right to relocate Pixel or to share the space points away from exclusive possession.

(iii) False. The length of the term and the payment pattern do not make a lease without exclusive possession.

(iv) True. As a licence it is a personal permission binding only the grantor, so it does not bind the new owner.

Rule: A lease grants exclusive possession of defined premises for a term and creates an interest in land that binds a buyer of the reversion. A licence is a personal permission to use land that binds only the grantor.

Source: Street v Mountford [1985] AC 809 (exclusive possession decides, not the label); common law that a licence is personal and does not bind a buyer

Q9 Answer: **D**

Answer: $120,000. The $1.05 million actually received pays the sale costs, then the debt and interest, and the residue goes to the borrower.

Working:

1. $1,050,000 less $12,000 of sale costs = $1,038,000

2. $1,038,000 less the $900,000 debt = $138,000

3. $138,000 less $18,000 of interest = $120,000

Rule: A selling mortgagee holds the proceeds on trust for sale costs, then the mortgage debt with interest and costs, then later mortgages, and pays the residue to the person entitled. It must also take reasonable care to get the true market value, and a sale at an undervalue gives the borrower a damages claim.

Source: Land Titles Act 1993 (2020 Revised Edition)

Q10 Answer: **B**

Answer: (i) only. Only the written declaration is required: consent cannot cure dual representation, the agency is not the client, and a relative may still buy.

(i) True. A conflict of interest, such as a relative as buyer, must be declared to the client in writing as soon as possible.

(ii) False. A salesperson may not have both vendor and purchaser as clients for the same property, and consent is irrelevant. The brother's lack of a salesperson does not change that. Contravention carries a fine of up to $25,000, imprisonment of up to 12 months, or both.

(iii) False. A benefit from the other side is a secret profit. The person entitled to know is the client, not the firm, so telling the agency does not inform Madam Chua.

(iv) False. No rule stops a relative buying once the salesperson declares the relationship and acts for the seller alone. The relationship must be declared, not treated as a bar to the sale.

Rule: Declare a conflict to the client in writing at once, act for one side only, and take no benefit from the other side behind the client's back.

Source: Code of Ethics and Professional Client Care (First Schedule to the Estate Agents (Estate Agency Work) Regulations 2010), paragraphs 13 and 7(4); regulation 5, 5(2) and 5(3) of those Regulations, in force since 2010; the agency-law rule on secret profits

Q11 Answer: **A**

Answer: Decline the cash, let the tenant pay the landlord directly, and bill her commission separately. A lease of HDB property falls inside the ban on handling money.

Rule: An estate agent or salesperson may not hold or handle money for any party in a sale or purchase of property in Singapore or a lease of HDB property. The tenant pays the HDB flat owner directly, and commission is paid to the estate agent separately.

Source: Estate Agents (Estate Agency Work) Regulations 2010, regulation 7 and 7(3), in force since 2010; cea.gov.sg, 16 Dec 2025

Q12 Answer: **A**

Answer: Decline while the agreement runs, and explain that she may still owe Coastal Homes commission on its buyers.

Rule: Check whether a prospective client is under an exclusive agreement. If one is in force, do not solicit or accept the appointment or influence the client to end it, and explain that commission may still be owed to the existing agency on buyers it introduced, during the agreement or within 3 calendar months after it expires.

Source: CEA, Practice Guidelines on Conduct of Estate Agents and Real Estate Salespersons towards one another, paragraphs 11 to 15 (effective 24 Mar 2023); Code of Ethics and Professional Client Care, paragraph 4(2)(a)

Q13 Answer: **C**

Answer: (i) and (ii) only. Items a tenant attaches for her trade are fixtures, but tenant's trade fixtures may be removed during the tenancy, and a buyer bound by the lease takes subject to that right.

(i) True. Fastened to the building, they are fixtures in the technical sense, so they are part of the land unless and until Grace removes them.

(ii) True. The law lets a tenant remove trade fixtures during the tenancy, provided the premises are made good.

(iii) False. Grace's lease binds Daniel, and her right to remove her trade fixtures during its term goes with it.

(iv) False. Trade fixtures are the exception: while the tenancy lasts, the tenant may remove them, so the sellers cannot sell them as if they were theirs outright.

Rule: Fixtures pass with the land, but a tenant may remove fixtures installed for trade during the tenancy, making good the damage. Sale contracts and leases should list what is included.

Source: Common law on tenant's trade fixtures as applied in Singapore (Poole's Case (1703); Elitestone Ltd v Morris [1997] 1 WLR 687 on the general tests); CEA, RES Examination Syllabus 2027, LO 1.4.2

Q14 Answer: **A**

Answer: (i) and (iii) only. The registered transfer severed the joint tenancy in March, before Arjun died in May, so survivorship had nothing left to carry.

(i) True. A joint tenant may sever by transferring his own interest to a stranger, and needs no consent from the other joint tenant.

(ii) False. The joint tenancy was severed in March, before Arjun died in May, so survivorship no longer applied to that share.

(iii) True. Mr Chua stepped into Arjun's half and holds as a tenant in common with Priya, in equal shares since there were two joint tenants.

(iv) False. Service under section 53(5) belongs to severance by declaration, not to a registered transfer to a third party.

Rule: A joint tenant can sever without consent by dealing with his own interest, and the transferee holds as a tenant in common. Severance by a served declaration is a separate route that leaves the general law of severance intact.

Source: Land Titles Act 1993 (2020 Revised Edition), section 53(5)

Q15 Answer: **D**

Answer: All of the above. Mr Lim's right is a registered easement attached to his plot, so the burdened owners cannot revoke, suspend or buy it out without his agreement.

(i) True. It was granted for the benefit of the landlocked plot, so it attaches to that dominant land, not to Mr Lim as a person.

(ii) True. It is registered on the title, so it binds every later owner of the burdened land: Mr Chua and Priya now, and Daniel after completion.

(iii) True. An offer of payment does not by itself license an obstruction of the easement; the owners would need Mr Lim's agreement.

(iv) True. A bare licence is a personal permission the licensor may withdraw on reasonable notice, which is the difference between the two.

Rule: A right of way granted over one parcel for the benefit of another is an easement attached to the dominant land, and once registered it binds every later owner of the burdened land. A bare licence is personal and revocable on reasonable notice.

Source: Land Titles Act 1993 (2020 Revised Edition)

Q16 Answer: **B**

Answer: (i) and (ii) only. Grace's lease binds Daniel without registration, so he must honour it until 31 July 2027 and collects the rent from completion.

(i) True. A title is subject to the rights of a person in occupation under a tenancy not exceeding 7 years, and Grace occupies under a two-year lease.

(ii) True. The right to rent passes with the reversion, so from 30 October 2026 rent falling due is Daniel's, not the sellers'.

(iii) False. Grace needed no caveat, since her lease binds a new owner without one.

Rule: A lease of 7 years or less is not registrable, and a registered title is subject to a tenant in occupation under such a lease. A buyer of the landlord's interest takes subject to it and is entitled to the rent from completion.

Source: Land Titles Act 1993 (2020 Revised Edition), section 46(1)(h)

Q17 Answer: **D**

Answer: (ii), (iii) and (iv) only. Only exercise creates a contract of sale; until then the option is an offer the sellers cannot withdraw, which lapses unaided, and the fee is usually forfeited.

(i) False. Granting the option formed no contract of sale, so there would have been nothing to enforce against Daniel.

(ii) True. The option ends of its own accord when the 14 days run out, and the sellers need do nothing.

(iii) True. Under the usual terms the fee is forfeited. The $120,000 paid for keeping the offer open and was not a refundable deposit.

(iv) True. The option fee is consideration, so a purported withdrawal within the 14 days would have been ineffective and Daniel could still have exercised.

Rule: An Option to Purchase is the seller's offer kept open for the option period in return for the option fee, so it cannot be withdrawn during that period. Only exercise within the period creates a contract of sale; otherwise the offer lapses and the fee is usually forfeited.

Source: Common law of options to purchase (an offer kept open for consideration cannot be withdrawn; contrast Routledge v Grant (1828) 4 Bing 653, where no consideration was given)

Q18 Answer: **B**

Answer: It may still claim commission, as its exclusive appointment covers a sale in its term, whoever found the buyer. The sellers' promise in the exclusive agreement decides it.

Rule: Commission is a matter of contract. Under an exclusive appointment the owner pays the appointed estate agent for a sale within its term, even one he arranges himself; under non-exclusive appointments the agency that was the effective cause earns it.

Source: CEA, prescribed estate agency agreement for the sale of residential property (exclusive), commission clause, current at Oct 2026 (cea.gov.sg); common law of agency on the right to commission

Q19 Answer: **A**

Answer: It gives notice of Daniel's interest as purchaser and blocks inconsistent dealings, but title passes only when a transfer is registered.

Rule: A caveat prohibits registration of dealings inconsistent with the interest claimed, but it creates and transfers no estate and does not defeat interests that already bind the land. Title passes only when a transfer is registered.

Source: Land Titles Act 1993 (2020 Revised Edition), section 115

Q20 Answer: **C**

Answer: (i), (iii) and (iv) only. A marketing appointment gives no power to sign, dual representation is barred even with consent, and a principal may adopt an unauthorised act done in its name.

(i) True. An appointment to market, even an exclusive one, authorises finding a buyer and conveying offers; a binding sale needs the owners' specific authority.

(ii) False. A salesperson may not have both the seller and the buyer of the same property as clients, the bar applies whatever consent the parties give, and a breach is an offence.

(iii) True. Jason had never seen the plans, so the claim was unverified and could convey a false impression; an opinion must be justifiable by verifiable facts.

(iv) True. A principal may ratify an act done on its behalf without authority, with full knowledge of the facts. Ratification binds the principal as if the agent had been authorised from the start.

Rule: A salesperson finds buyers but cannot bind the owner to a sale without specific authority, and may never act for both sides. An unauthorised act done in the principal's name binds only if the principal ratifies it.

Source: Estate Agents (Estate Agency Work) Regulations 2010, regulations 5(1), 5(2) and 5(3) (current as at Oct 2026); Code of Ethics and Professional Client Care, paragraphs 6 and 7(3); common law of agency on ratification; CEA, RES Examination Syllabus 2027, unit 2.2

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