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The following Act was passed by Parliament on 5 April 2021 and assented to by the President on 16 April 2021:—

REPUBLIC OF SINGAPORE

No. 9 of 2021.

I assent.

HALIMAH YACOB,
President.
16 April 2021.

(LS)

An Act to amend the COVID-19 (Temporary Measures) Act 2020.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

Short title and commencement

1.—(1) This Act is the COVID-19 (Temporary Measures) (Amendment No. 2) Act 2021.

(2) Section 2 comes into operation on 19 April 2021.

(3) Sections 3 to 9 come into operation on a date that the Minister appoints by notification in the *Gazette*.

Amendment of section 1

2. Section 1 of the COVID-19 (Temporary Measures) Act 2020 (called in this Act the principal Act) is amended by deleting subsection (2) and substituting the following subsections:

“(2) Part 3 continues in force for a period of one year beginning on the date of its commencement.

(2A) Parts 1 (except section 2) and 2 remain in force until the end of 19 April 2022.”.

Amendment of section 39I

3. Section 39I of the principal Act is amended by deleting subsection (3) and substituting the following subsection:

“(3) Despite subsection (2), the original delivery date may be extended for a period exceeding 122 days in accordance with subsections (4) and (5), but only after the developer has extended the original delivery date by a total period of 122 days under subsection (1).”.

Repeal and re-enactment of section 39K

4. Section 39K of the principal Act is repealed and the following section substituted therefor:

“Reimbursement by developer for costs of purchaser in extension period

39K.—(1) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(1) one or more times, the developer —

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- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to those extensions, up to the prescribed amount; and
 - (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for the extension or extensions, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the original delivery date.

(2) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(3), the developer —

- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to that extension, up to the prescribed amount; and
- (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for that extension, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the delivery date as extended under section 39I(1).

(3) The purchaser claiming reimbursement from the developer of the qualifying costs incurred by the purchaser, as permitted under subsection (1)(a) or (2)(a), must do so —

- (a) in the prescribed form and manner; and
- (b) within the prescribed time.

(4) A claim mentioned in subsection (3) must be accompanied by such information or document as may be prescribed.

(5) Where the purchaser makes a claim mentioned in subsection (3), the purchaser may, after the prescribed time —

- (a) set off, against any instalment or other payment payable by the purchaser to the developer under the affected agreement, the amount that the developer must pay to the purchaser in respect of the claim

(to the extent that the developer has not paid such amount), being —

- (i) where no application mentioned in section 39L(1)(b) is made in respect of the claim within the prescribed time mentioned in section 39N(1) — the amount claimed by the purchaser;
 - (ii) where an assessor makes a determination on an application mentioned in section 39L(1)(b) for the amount of reimbursement that the purchaser is entitled to claim from the developer under this section — the amount so determined by the assessor; or
 - (iii) where the purchaser and developer agree on the amount of reimbursement that the developer will pay the purchaser — the amount so agreed between the purchaser and developer; and
- (b) take any action to recover from the developer, as a debt due to the purchaser, the amount in paragraph (a) that the developer must pay to the purchaser (to the extent that the developer has not paid that amount, and less any set-off effected by the purchaser under that paragraph).

(6) Section 39J does not apply to the taking of any action under subsection (5), in relation to a claim by a purchaser pursuant to subsection (1).

(7) For the purposes of this section —

- (a) different amounts may be prescribed for subsections (1)(a) and (2)(a) for different extensions of the delivery date under section 39I(1) or (3);
- (b) different forms and manners and different times may be prescribed in subsection (3) for different claims;

- (c) different information and documents may be prescribed in subsection (4) for different claims; and
- (d) different times may be prescribed in subsection (5) for different circumstances under which a set-off may be effected or an action to recover an amount may be taken.”.

New section 39LA

5. The principal Act is amended by inserting, immediately after section 39L, the following section:

“Extension of time

39LA.—(1) The Registrar of assessors may —

- (a) on his or her own initiative; or
- (b) on an application submitted to the Registrar of assessors by a developer or purchaser,

and on such terms as the Registrar of assessors thinks just, extend, or further extend, in a particular case, the period within which a person is required under this Part to do anything, except that the total period of all extensions must not exceed the prescribed period.

(2) The Registrar of assessors may extend, or further extend, the period mentioned in subsection (1) even though the period has expired, but only if the extension or the application for the extension (as the case may be) is made within the prescribed period.

(3) For the purposes of subsections (1) and (2), different periods may be prescribed for different time periods sought to be extended under this Part and in different circumstances.”.

Repeal and re-enactment of section 39M

6. Section 39M of the principal Act is repealed and the following section substituted therefor:

“Authorised nominating bodies

39M.—(1) The Minister must appoint one or more authorised nominating bodies for the purpose of providing assessors to hear and determine applications under section 39N(4).

(2) The assessors must satisfy the requirements prescribed for such assessors.”.

Amendment of section 39N

7. Section 39N of the principal Act is amended by inserting, immediately after subsection (1), the following subsection:

“(1A) For the purposes of subsection (1), different times, forms, manners and fees may be prescribed for different applications.”.

New sections 39OA to 39OG

8. The principal Act is amended by inserting, immediately after section 39O, the following sections:

“Subsequent determinations

39OA.—(1) After an assessor has made a determination under section 39O(1)(b) of an amount of reimbursement that the purchaser is entitled to claim from the developer under section 39K (called in this section the original determination), the assessor or another assessor may, either on his or her own motion or on the application of all or any of the persons to whom the assessor’s original determination relates, vary or replace the determination if —

- (a) one of those persons adduces further information or documents after the original determination which would have had a material influence on the original determination but which could not have with reasonable diligence been obtained for use at the proceedings before the assessor; and
- (b) it is fair and just for a variation or replacement of the original determination to be made under this subsection.

(2) In considering whether it is just and fair for a variation or replacement of the original determination to be made under subsection (1), the assessor must take into account the following factors:

- (a) whether there has been any undue delay in the making of the application for a subsequent determination under subsection (1);
- (b) whether any person has taken any action in reliance on the original determination.

(3) Where a subsequent determination varies or replaces an original determination so as to increase the amount of reimbursement that the purchaser was entitled to claim from the developer under the original determination, then the purchaser may —

- (a) set off the amount of the increase against any instalment or other payment payable by the purchaser to the developer under the affected agreement; and
- (b) take any action to recover from the developer, as a debt due to the purchaser, the amount of the increase (less any such set-off),

and section 39J does not apply to the taking of any action under paragraph (a) or (b).

(4) Where —

- (a) a subsequent determination varies or replaces an original determination so as to reduce the amount of reimbursement that the purchaser was entitled to claim from the developer under the original determination; and

- (b) the aggregate of the amount of set-off (if any) that the purchaser has effected under section 39K and the amount (if any) that the purchaser has recovered from the developer under that section, pursuant to the original determination, is in excess of the amount of the reimbursement that the developer is liable to pay the purchaser under the subsequent determination,

that excess amount is recoverable by the developer as a debt due from the purchaser.

No representation by advocate and solicitor

39OB. No developer or purchaser may be represented by an advocate and solicitor at proceedings before an assessor, except with the permission of the assessor.

Costs

39OC. A developer or purchaser must bear the developer's or purchaser's own costs for proceedings before an assessor.

Confidentiality of information and documents provided and proceedings

39OD.—(1) This section applies to the following information:

- (a) any information or document that is provided by a person to another person, in accordance with a requirement under this Part;
- (b) any statement or document submitted, created or made for the purposes of a proceeding before an assessor;
- (c) any information (whether written or oral) that is disclosed in the course of the proceeding.

(2) A person must not disclose to any other person any information or document mentioned in subsection (1), except —

- (a) with the consent of the person to whom the information or document relates;

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- (b) to the extent that the information or document is already in the public domain;
 - (c) to the extent that the disclosure is necessary for the purposes of, or in connection with, any proceedings before an assessor, a court or an arbitral tribunal; or
 - (d) to the extent that the disclosure is required for any purpose under this Part.

(3) A person who contravenes subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) Where there is a contravention of subsection (2), a person who has suffered loss or damage as a result of the contravention has a right of action against the person who contravenes that subsection.

(5) The types of relief that the court may grant in an action under subsection (4) include an injunction and damages.

Registrar of assessors, Deputy Registrars of assessors and assessors treated as public servants

39OE. The Registrar of assessors, a Deputy Registrar of assessors or an assessor who, in the course of his or her duties under this Part, exercises any power as such, is treated as a public servant for the purposes of the Penal Code when exercising that power.

Protection from liability

39OF. No liability shall lie against the Registrar of assessors, a Deputy Registrar of assessors or an assessor with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of their functions and duties under this Part.

False declaration, etc.

39OG. A person who —

- (a) makes any declaration or statement, or provides any information or document, under or for the purposes of this Part, that is false or misleading in a material particular; and
- (b) knows or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both.”.

Amendment of section 39P

9. Section 39P(2) of the principal Act is amended —

(a) by deleting paragraph (c) and substituting the following paragraph:

“(c) the manner in which the Registrar of assessors, a Deputy Registrar of assessors, an authorised nominating body or an assessor is to exercise his, her or its functions or perform his, her or its duties;”;

(b) by deleting the words “any document is to be filed or furnished” in paragraph (e) and substituting the words “any document, form or information, that is required by regulations made under this section to be submitted to or served on, any person”; and

(c) by deleting paragraph (f) and substituting the following paragraph:

“(f) any fee to be paid in respect of any application under this Part, and in respect of any fee to be paid for an application under section 39L(1)(b) or 39OA in

relation to an affected agreement, either or both of the following:

- (i) the apportionment of the fee between the developer and any one or more of the purchasers under the affected agreement;
 - (ii) the recovery by a party that pays the fee (*A*) of the portion of the fee payable by another party (*B*), including but not limited to —
 - (A) setting off against any instalment or other payment payable, in relation to the affected agreement, by *A* to *B*; and
 - (B) recovering the portion of the fee payable by *B*, in whole or in part, as a debt due to *A*;
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