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**No. S 163**

HOUSING DEVELOPERS  
(CONTROL AND LICENSING) ACT  
(CHAPTER 130)

HOUSING DEVELOPERS  
(AMENDMENT)  
RULES 2012

In exercise of the powers conferred by section 22 of the Housing Developers (Control and Licensing) Act, the Minister for National Development hereby makes the following Rules:

**Citation and commencement**

1. These Rules may be cited as the Housing Developers (Amendment) Rules 2012 and shall come into operation on 18th May 2012.

**Amendment of rule 2**

2. Rule 2 of the Housing Developers Rules (R 1) (referred to in these Rules as the principal Rules) is amended by deleting the definition of “advertisement” and substituting the following definition:

“ “advertisement” —

- (a) means any form of representation (including writing, still or moving pictures, sign, symbol or other visual image or message or audible message, or any combination of them) that is used or made for purposes of advertising, marketing, publicity or announcement; and
- (b) includes an advertisement published, displayed, conveyed, transmitted or broadcasted in any form, manner or medium (whether electronic or otherwise);”.

**Amendment of rule 3**

3. Rule 3 of the principal Rules is amended —

- (a) by deleting the word “; and” at the end of paragraph (e) and substituting a full-stop; and

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(b) by deleting paragraph (f).

### **Deletion of rule 5**

4. Rule 5 of the principal Rules is deleted.

### **Deletion and substitution of rule 7**

5. Rule 7 of the principal Rules is deleted and the following rule substituted therefor:

#### **“False particulars in advertisements**

7. No person shall publish, display, convey, transmit or broadcast, or cause to be published, displayed, conveyed, transmitted or broadcasted, any advertisement in relation to a housing project which —

- (a) contains any statement, information or material which is false or misleading;
- (b) fails to comply with the requirements of rule 3, where applicable; or
- (c) contravenes rule 6.”

### **Amendment of rule 10**

6. Rule 10 of the principal Rules is amended —

(a) by deleting the word “A” in paragraph (1) and substituting the words “Except where the prior approval in writing of the Controller is obtained, a”;

(b) by inserting, immediately after paragraph (1), the following paragraph:

“(1A) The option for the purchase of a unit in a housing project shall be granted to the intending purchaser upon acceptance by the housing developer of the booking fee for the unit.”;

(c) by deleting paragraphs (3) and (4) and substituting the following paragraphs:

“(3) No amendment, deletion or alteration to the option referred to in paragraph (1) shall be made —

- (a) except with the approval of the Controller in writing; or

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- (b) unless such amendment, deletion or alteration is permitted under Form 2 in the Schedule.
  - (4) The housing developer shall, before accepting a booking fee from an intending purchaser for an option to purchase a unit in a housing project —
    - (a) provide the intending purchaser with the particulars, documents and information relating to the unit and the housing project as described in, and in accordance with the requirements of, Form 3 in the Schedule; and
    - (b) obtain written acknowledgment from the intending purchaser that the housing developer has complied with the requirements of sub-paragraph (a).”;
  - (d) by deleting the words “at a specified place and during specified hours free of charge” in paragraph (5)(a);
  - (e) by deleting the word “and” at the end of paragraph (5)(a)(ii); and
  - (f) by deleting sub-paragraph (b) of paragraph (5) and substituting the following sub-paragraphs:
    - “(b) make available such documents for inspection by that intending purchaser; and
    - (c) obtain written acknowledgment from the intending purchaser that the requirements of sub-paragraphs (a) and (b) have been complied with.”.

### **Amendment of rule 11**

7. Rule 11 of the principal Rules is amended —

- (a) by inserting, immediately after the words “a person” in paragraph (1), the words “(referred to in this rule as the option holder)”; and
- (b) by deleting paragraph (2) and substituting the following paragraphs:
  - “(2) Subject to paragraphs (3), (4) and (5), an option granted by a housing developer to any person who wishes to purchase a unit in a housing project shall be valid for a period (referred to in this rule as the validity period) of

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3 weeks commencing from the date immediately after the delivery to the option holder, or to the option holder's solicitors, of —

- (a) the title deeds, or copies of the title deeds to the unit; and
- (b) the execution copies of the agreement for the sale and purchase of the unit.

(3) The Controller may, on the application of the housing developer made before the grant of the option, by writing permit a housing developer to grant any option with a different validity period.

(4) The Controller may, on the application of the housing developer or the option holder, by writing permit a variation of the validity period if the housing developer and the option holder agree.

(5) Where, before the expiry of the validity period, the option holder serves the housing developer with a written notice stating that he does not wish to exercise the option, the option shall lapse immediately upon the receipt by the housing developer of the written notice.”.

### **Amendment of rule 12**

8. Rule 12 of the principal Rules is amended by deleting paragraph (3) and substituting the following paragraph:

- “(3) No amendment, deletion or alteration shall be made to the agreement referred to in paragraph (1) or (2) —
- (a) except with the prior approval of the Controller in writing; or
  - (b) unless such amendment, deletion or alteration is permitted under Form 4 or 5 in the Schedule (as the case may be).”.

### **Amendment of rule 13**

9. Rule 13 of the principal Rules is amended —

- (a) by deleting the words “of the receipt of the direction” in paragraph (2) and substituting the words “after the date of receipt of the direction”; and

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- (b) by deleting the words “of the receipt of the letter” in paragraph (4)(a) and substituting the words “after the date of the receipt of the letter”.

#### **Amendment of rule 14**

**10.** Rule 14(1) of the principal Rules is amended —

- (a) by deleting sub-paragraph (a) and substituting the following sub-paragraph:

“(a) to, where applicable, lodge an application with the Registrar of Titles to bring the land on which the housing project is built under the provisions of the Land Titles Act (Cap. 157);” and

- (b) by deleting the words “section 12(3) of” in sub-paragraphs (b) and (d).

#### **Amendment of rule 15**

**11.** Rule 15 of the principal Rules is amended by inserting, immediately after paragraph (2), the following paragraph:

“(3) Paragraphs (1) and (2) do not apply to any amendment, deletion or alteration to an agreement for the sale and purchase of a unit in a housing project where such amendment, deletion or alteration is permitted under Form 4 or 5 in the Schedule (as the case may be).”.

#### **Deletion and substitution of rule 16**

**12.** Rule 16 of the principal Rules is deleted and the following rule substituted therefor:

##### **“Assignment by purchaser**

**16.—**(1) Subject to the provisions of this rule, where a purchaser of a unit in a housing project intends to assign or has assigned all his rights, title and interest under an agreement made between him and a housing developer for the sale and purchase of the unit, the housing developer shall, if so required by the assignee by notice in writing, enter into a new agreement with the assignee for the sale and purchase of the unit —

- (a) within 3 weeks after receipt of the assignee’s notice; or

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(b) upon the purchaser's assignment of his rights, title and interest to the assignee, whichever date is the later.

(2) Except as approved by the Controller in writing under paragraph (3), the new agreement between the housing developer and the assignee referred to in paragraph (1) shall contain such terms and conditions as shall place the housing developer and the assignee in the same position as regards their respective rights and obligations as if the assignee were substituted for the purchaser in the original agreement.

(3) Where the new agreement requires or contains any amendment or alteration to or deletion of any term or condition in the original agreement for the sale and purchase of the unit —

- (a) the housing developer shall submit an application to the Controller for approval of such amendment, alteration or deletion within one week of being required by an assignee to enter into a new agreement for the sale and purchase of the unit under paragraph (1); and
- (b) the Controller may approve (wholly or partly and with or without modifications) or disapprove such an application.

(4) Where paragraph (3) applies, the housing developer shall, after the Controller has approved the amendment, alteration or deletion, forthwith deliver the new agreement to the assignee for signing.

(5) The housing developer shall not, except with the prior consent of the Controller in writing, be entitled to require the purchaser or the assignee to agree to, comply with or satisfy, any term or condition before entering into the new agreement with the assignee for the sale and purchase of the unit referred to in paragraph (1).

(6) The housing developer shall be entitled —

- (a) to charge the assignee a fee not exceeding \$200 (exclusive of goods and services tax); and
- (b) to require the assignee to reimburse him up to the amount of \$400 for costs payable by the housing developer to his solicitor.”.

**Deletion of rule 20**

13. Rule 20 of the principal Rules is deleted.

**Deletion and substitution of Schedule**

14. The Schedule to the principal Rules is deleted and the following Schedule substituted therefor:

“THE SCHEDULE

FORM 1

Rule 9(1)

REGISTER OF BOOKINGS

Housing Developer’s Licence Number: \_\_\_\_\_

Serial No.	Name and address of Intending Purchaser	I/C No. or Passport No.	Nationality (Indicate “PR” for permanent resident and “NPR” for non-permanent resident against nationality of foreigner)	Address as allotted by the Comptroller of Property Tax (where not available Private Lot or Unit No.)	Land Area of Private Lot or Floor Area of Unit	Purchase Price of Property	Date Option given	Option fee paid \$	Date of Delivery of Execution Copies of Sale and Purchase Agreement and Title Deeds to Intending Purchaser	Expiry Date of Option	Option lapsed and money refunded on (where applicable)	Refund Cheque No. (where applicable)	Remarks



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 THE SCHEDULE — *continued*

FORM 2

Rule 10(1) and (3)

Serial No: \_\_\_\_\_

**OPTION TO PURCHASE****Option date:****Vendor:**

Name: \_\_\_\_\_

Address of registered office: \_\_\_\_\_

Housing Developer's Licence No.:

**Intending Purchaser:**

S/N	Name	NRIC/ Identification No.	Address

**Property:** <sup>1</sup>Detached / Semi-detached / Terrace / Strata detached / Strata semi-detached / Strata Terrace / Shop House / Flat / Condominium Unit (\_\_\_\_\_ type) on \_\_\_ storey <sup>1</sup>marked on the <sup>1</sup>sale brochure / attached plan as <sup>1</sup>House / Plot / Flat / Unit No. \_\_\_\_\_, being part of the housing <sup>1</sup>project / estate known as \_\_\_\_\_ on Government Resurvey Lot No. \_\_\_ of <sup>1</sup>Mukim / Town Subdivision \_\_\_, Singapore.

**Address of Property (if known):**


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<sup>1</sup>Delete whichever is inapplicable.

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 THE SCHEDULE — *continued*

**Tenure of Land:** <sup>1</sup>Estate in fee simple / Estate in perpetuity / Statutory Land Grant / Remainder of leasehold estate of \_\_\_ years commencing on \_\_\_\_\_.

**Encumbrances on the Land:** *(state nature and holder of encumbrance)*

<sup>1</sup>**Estimated Land Area:** \_\_\_\_\_ square metres  
*(where Property is not intended to comprise a lot in a strata title plan)*

<sup>1</sup>**Estimated Floor Area:** \_\_\_\_\_ square metres  
*(where Property is intended to comprise a lot in a strata title plan)*

<sup>2</sup>**Number of units in the Housing Project:** \_\_\_\_\_

<sup>2</sup>**Number of car parking spaces in the Housing Project:** \_\_\_\_\_

**Purchase Price:** S\$ \_\_\_\_\_

**Unit Purchase Price:** S\$ \_\_\_\_\_ per square metre

**Booking Fee:** S\$ \_\_\_\_\_ (\_\_\_ % of Purchase Price)

**Date of Approval of Building Plans:** \_\_\_\_\_

**No. of Building Plans Approved by  
 Commissioner of Building Control:** BP No. \_\_\_\_\_

**Vacant Possession Date:** \_\_\_\_\_  
*(the latest date for delivery of vacant possession of the Property)*

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<sup>1</sup>Delete whichever is inapplicable.

<sup>2</sup>Applicable if the number of car parking spaces is less than the number of units in the Housing Project.

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THE SCHEDULE — *continued*

**Latest Date of giving Notice to Complete sale and purchase** : \_\_\_\_\_ or 3 years after the date of delivery of vacant possession of the Property, whichever is the earlier.

**1. Option to Purchase**

- 1.1 In consideration of the Booking Fee paid by way of Cheque/Cashier's Order No. \_\_\_\_\_ crossed "Account Payee only" and drawn in favour of/by telegraphic transfer to (*name of Vendor's project account opened with bank or finance company*) which the Vendor has received from the Intending Purchaser, the Vendor grants the Intending Purchaser the option of purchasing the Property at the Purchase Price.
- 1.2 This Option shall be null and void if for any reason for which —
- (a) the Vendor; or
  - (b) the <sup>1</sup>bank/finance company with which the Vendor's project account as abovementioned is opened,
- is not responsible, actual payment of the Booking Fee is not effected or made to the Vendor's project account.

**2. Obligations of Developer**

- 2.1 The Vendor will send by hand or registered post the following documents to the Intending Purchaser or the Intending Purchaser's solicitor within 14 days after the Option date:
- (a) the original or copies of the title deeds of the Property; and
  - (b) (*specify no.*) execution copies of the Sale and Purchase Agreement.
- 2.2 Documents, if sent by registered post, will be deemed delivered on the working day after the day of posting, and if delivered by hand after 5 p.m. on a working day, will be deemed delivered on the next working day. "Working day" means any day other than a Saturday, Sunday or public holiday.
- 2.3 The Property is sold subject to the terms and conditions in the Sale and Purchase Agreement.
- 2.4 The Sale and Purchase Agreement will be in the form as prescribed under the Housing Developers Rules (Cap. 130, R 1) <sup>3</sup>and as modified with the approval in writing of the Controller of Housing. The approved modifications are contained in the <sup>1</sup>Second Schedule/Third Schedule to the said Sale and Purchase Agreement.

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<sup>1</sup>Delete whichever is inapplicable.

<sup>3</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

**3. Expiry of Option**

- 3.1 Subject to clause 3.2, this Option will expire 3 weeks after the date of the delivery to the Intending Purchaser, or the Intending Purchaser's solicitor, of the documents referred to in clause 2.
- 3.2 Where, before expiry of this Option, the Intending Purchaser gives the Vendor written notice that he does not wish to exercise this Option, this Option will expire immediately upon the receipt by the Vendor of the written notice.

**4. Exercise of Option**

- 4.1 To exercise this Option, the Intending Purchaser must do the following before this Option expires:
- (a) sign all the execution copies of the Sale and Purchase Agreement; and
  - (b) return them to the Vendor.
- 4.2 If the Intending Purchaser exercises this Option in the manner set out in clause 4.1, the Vendor will, within 14 days after receiving all the execution copies of the Sale and Purchase Agreement, sign the copies of the Agreement and return one signed copy of the Agreement to the Intending Purchaser or the Intending Purchaser's solicitor.
- 4.3 The Intending Purchaser who exercises this Option shall pay the Vendor S\$ \_\_\_\_\_, being 20% of the Purchase Price less the Booking Fee,<sup>1</sup> on the exercise of this Option/within 8 weeks after the date of this Option by way of Cheque or Cashier's Order crossed "Account Payee only" and drawn in favour of the following or by telegraphic transfer to the following: *(name of payee for the project account opened with bank or finance company)*.

**5. Non-exercise of Option**

- 5.1 If the Intending Purchaser does not exercise this Option before it expires or if the Vendor at any time before this Option expires receives written notice from the Purchaser stating that the Intending Purchaser does not wish to exercise this Option —
- (a) the Vendor will refund to the Intending Purchaser 75% of the Booking Fee within 4 weeks after the date of expiry of this Option or within 4 weeks after the date of receipt of the written notice, as the case may be; and

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

(b) upon such refund, the Intending Purchaser or the Intending Purchaser's solicitor will return to the Vendor the original or copies (as the case may be) of the title deeds of the Property together with all the execution copies of the Sale and Purchase Agreement delivered to the Intending Purchaser or the Intending Purchaser's solicitor earlier.

5.2 Notwithstanding clause 5.1, the Vendor will be entitled to withhold refund to the Intending Purchaser 75% of the Booking Fee until —

(a) where the Intending Purchaser or the Intending Purchaser's solicitor has lodged any caveat in respect of the Property, evidence is furnished to the Vendor by the Intending Purchaser or the Intending Purchaser's solicitor that such caveat has been withdrawn; or

(b) where the Intending Purchaser or the Intending Purchaser's solicitor has not lodged any caveat against the Property, a written confirmation to this effect is given to the Vendor by the Intending Purchaser or the Intending Purchaser's solicitor.

**6. Assignment**

6.1 The Intending Purchaser is not allowed to assign or transfer this Option.

6.2 This Option is personal to the Intending Purchaser and the Vendor shall not be obliged or required to convey or transfer the Property to any other person (regardless of whether such other person is the Intending Purchaser's nominee).

**<sup>3</sup>7. Information for Intending Purchaser of Strata Unit**

<sup>4</sup>7.1 The share value allotted to the Property is \_\_\_\_\_. The Intending Purchaser's share of maintenance charges for the common property of the Housing Project will be in the proportion (*indicate share value of Property against total share value of Housing Project*).

<sup>3</sup>7.2 The purchase of the Property also entitles the Intending Purchaser to the exclusive benefit of limited common property in the Housing Project. The Intending Purchaser's share of contribution to expenses relating solely to the limited common property will be (*indicate share value of Property against total share value of units entitled to the exclusive benefit of that limited common property*).

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<sup>3</sup>Delete if not applicable.

<sup>4</sup>Clause number "7.1" should be omitted if clause 7.2 is deleted.

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THE SCHEDULE — *continued*

**<sup>3</sup>8. Sale to Foreign Purchasers**

If the Intending Purchaser is not a Singapore Citizen or an approved purchaser as defined under the Residential Property Act (Cap. 274), the sale and purchase of the Property is subject to the approval of the Minister for Law under the Residential Property Act being obtained by the Intending Purchaser from the Controller of Residential Property. The Intending Purchaser shall make his application to the Controller of Residential Property for the grant of approval for the purchase of the Property within 3 weeks after the date of his exercise of this Option and notify the Vendor of the result of his application within 2 weeks after receipt thereof. If for whatever reason approval for the purchase of the Property is not obtained within 12 weeks after the date of the exercise of this Option or such further period as the Vendor and the Purchaser may agree (referred to in this clause as “the application period”), this Option and the sale and purchase of the Property made pursuant thereto shall become null and void in which event —

- (a) all moneys paid by the Intending Purchaser to the Vendor shall be refunded to the Intending Purchaser without interest if evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Intending Purchaser within 2 weeks after expiry of the application period, and the Vendor shall refund the moneys within 4 weeks after receipt of the evidence of refusal and thereafter neither party shall have any claim or demand against the other; or
- (b) all moneys paid by the Intending Purchaser to the Vendor but less 25% of the Booking Fee shall be refunded to the Intending Purchaser without interest if no evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Intending Purchaser within 2 weeks after expiry of the application period and the Vendor shall refund the moneys within 4 weeks after expiry of the said 2 weeks and thereafter neither party shall have any claim or demand against the other.

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<sup>3</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

**<sup>3</sup>9. Sale subject to Shareholders' Approval**

If approval of the shareholders / board of directors / audit committee of the Vendor or of the Vendor's holding company (referred to in this clause as the "Approving Body") to the sale is required, pursuant to the Companies Act (Cap. 50) or the Singapore Exchange Limited's Securities Trading Listing Manual, this Option is conditional upon the Vendor obtaining the approval of the Approving Body. The Intending Purchaser shall provide the Vendor with all the information necessary to enable the Vendor to determine whether procurement of approval of the Approving Body is necessary. If the Approving Body does not approve the sale of the Property to the Intending Purchaser, this Option and the sale and purchase made pursuant thereto shall become null and void and all moneys paid shall be refunded to the Intending Purchaser by the Vendor without interest and neither the Intending Purchaser nor the Vendor shall thereafter make any claim or demand against each other. In this clause, "holding company" shall have the same meaning as defined in the Companies Act.

Signed by: (Authorised Signature)

Name:

for the Vendor

Vendor's solicitor

Name:

Address:

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<sup>3</sup>Delete if not applicable.

THE SCHEDULE — *continued*

## FORM 3

Rule 10(4)

PARTICULARS, DOCUMENTS AND INFORMATION  
TO BE PROVIDED TO INTENDING PURCHASER  
BEFORE ISSUE OF OPTION TO PURCHASE

**A: INFORMATION ON PROPERTY**

1. Address of the property.
2. Where the property is not intended to comprise a lot in a strata title plan, the estimated land area of the property.
3. Where the property is intended to comprise a lot in a strata title plan —
  - (a) the estimated total floor area of the property;
  - (b) the description of all floor spaces for different uses (like bedrooms, living and dining areas, kitchen, utility room, household shelter, etc.) and other spaces included as part of the property (whether within or outside a building and whether or not covered or enclosed and including those for balcony, bay window, planter box, air-conditioner ledge, void area and other uses for the purpose of the property) as well as their respective areas comprised in the estimated total floor area,

in the form and manner as shown below:

Estimated Total Floor Area of the property	___ square metres
Estimated Floor Area of — Bedroom 1 <sup>1</sup> (including attached bathroom and bay windows (if any))	___ square metres (approx.)
Bedroom 2 <sup>1</sup> (including attached bathroom and bay windows (if any))	___ square metres (approx.)
Living/Dining area/ <sup>2</sup> Kitchen (including bay windows (if any))	___ square metres (approx.)
<sup>2</sup> Bathroom/toilet (including bay windows (if any))	___ square metres (approx.)
<sup>2</sup> Utility room or area	___ square metres (approx.)
<sup>2</sup> Household shelter	___ square metres (approx.)

<sup>1</sup>Please add other bedrooms if applicable.

<sup>2</sup>Delete if not applicable.



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 THE SCHEDULE — *continued*

<sup>2</sup> Balconies (excluding planter boxes/planting areas within or attached to the balcony)	___ square metres (approx.)
<sup>2</sup> Bay windows (not being part of any room or area listed above)	___ square metres (approx.)
<sup>2</sup> Private enclosed spaces	___ square metres (approx.)
<sup>2</sup> Roof terraces	___ square metres (approx.)
<sup>2</sup> All planter boxes/planting areas forming part of the property	___ square metres (approx.)
<sup>2</sup> Air-conditioner ledges	___ square metres (approx.)
<sup>2</sup> Void areas	___ square metres (approx.)
<sup>2</sup> Others (e.g. foyer) — please specify	___ square metres (approx.)

## Notes:

- A. The floor area is estimated by a registered surveyor based on the approved building plan for the property and is measured from mid-wall to mid-wall.
- B. The estimated floor areas for the different uses and spaces included as part of the property are indicated solely for reference purpose and will not form part of the conditions for the sale and purchase of the property. The aggregate of these estimated floor areas are unlikely to be equal to the estimated total floor area of the property due to rounding adjustments.

**B: PROPERTY PLANS**

1. Location plan of the housing project which must be drawn to scale showing location of housing project, names of streets nearby and prominent buildings, facilities and other features in the vicinity within a radius of 500 m of the housing project (e.g. MRT/LRT stations, places of worship, public parks, schools, commercial buildings, industrial buildings, public housing flats). The scale used must be shown.
2. Site plan of the housing project which must be drawn to scale showing the approved buildings in the housing project and where applicable, communal facilities such as guard house, bin centre, electrical sub-station, car park, car parking lots, swimming pool, children's playground or area, tennis courts and courts or areas for other ball games, club house or function room, barbeque pits or area, vehicular entrance and exit to the housing project or car park. The site plan must be based on the approved Building Plan for the housing project and the Building Plan approval number and approval date must be stated in the plan. The Building Plan approval number and approval date must be the same as those to be stated in the Option to Purchase. The scale used must be shown.

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<sup>2</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

3. Where the property is intended to comprise a lot in a strata title plan, floor plan of the property which must be drawn to scale showing individual rooms, spaces and features constituting the strata area of the property, such as bedroom, living/dining area/kitchen, bathroom/toilet, utility room or area, household shelter, balcony, bay window, private enclosed space, roof terrace, planter box, air-conditioner ledge, void area. The floor plan must be based on the approved Building Plan for the housing project and the Building Plan approval number and approval date must be stated in the floor plan. The Building Plan approval number and approval date must be the same as those to be stated in the Option to Purchase. The scale used must be shown.

**C: SPECIFICATIONS OF THE BUILDING**

The specifications of the building which should be the same as those to be set out in the Second Schedule to the Sale and Purchase Agreement in Form 4 or the First Schedule to the Sale and Purchase Agreement in Form 5, whichever is applicable.

**D: AMENDMENTS TO THE PRESCRIBED SALE AND PURCHASE AGREEMENT**

A copy of all amendments, deletions and alterations, if any, to the prescribed Sale and Purchase Agreement for the property, as approved by the Controller of Housing.

**E: CONDITIONS, RESTRICTIONS AND REQUIREMENTS IMPOSED BY AUTHORITIES ON HOUSING PROJECT**

A copy of all conditions, restrictions and requirements, if any, imposed by the relevant competent authorities in the grant of permission, approval or clearance for or in relation to the carrying out of the housing project<sup>3</sup>, and which may affect the liabilities of or which are intended to be complied with and observed by the owners or residents of the property and other units of the housing project after its completion.

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<sup>3</sup>Besides the permission and approval required under the Planning Act (Cap. 232) and the Building Control Act (Cap. 29), other permissions, approvals or clearances required include (but are not limited to) those relating to the foreshore, fire safety, building security, sewerage and drainage, environmental public health, environmental protection and management, road and street works, railway protection, vehicle parking, trees and planting areas, building height control for air navigation, etc.

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THE SCHEDULE — *continued*

**F: NUMBER OF HOUSING UNITS AND CAR PARKING SPACES**

Where the number of car parking spaces to be provided in the housing project is less than the number of units in the housing project —

- (a) the number of housing units in the housing project;
- (b) the number of car parking spaces in the housing project.

**G: TRACK RECORD OF HOUSING DEVELOPER**

1. A statement indicating whether the housing developer has carried out and completed any housing or other development project in Singapore.
2. Where the housing developer has carried out and completed any housing or other development project in Singapore, the description and location of one or more of such development projects and the year in which the certificate of statutory completion or temporary occupation permit was obtained for all units of the described development project or projects.
3. Where the housing developer, being a company, has not but its related corporation (within the meaning of section 6 of the Companies Act (Cap. 50)) has carried out and completed any housing or other development project in Singapore, the description and location of one or more of such development projects and the year in which certificate of statutory completion or temporary occupation permit was obtained for all units of the described development project or projects.

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 THE SCHEDULE — *continued*

FORM 4

Rules 12(1) and (3) and 15(3)

## SALE AND PURCHASE AGREEMENT

An Agreement made between \_\_\_\_\_  
 of \_\_\_\_\_ Housing Developer's  
 Licence No. \_\_\_\_\_ (the Vendor) and \_\_\_\_\_  
 of \_\_\_\_\_ the Purchaser named in item 1 of  
 the Fourth Schedule on \_\_\_\_\_.

**1. General***1.1 Definitions*

1.1.1 In this Agreement —

“Agreement” means this Agreement entered into between the Vendor and the Purchaser for the sale and purchase of the Property;

“authorised deductions” means deductions from the Purchase Price which —

(a) are specified in a duly served notice under clause 5.4; and

(b) the Purchaser is entitled to make under this Agreement;

“Base Rate” means the average of the prevailing prime lending rates of DBS Bank Limited, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited, per annum rounded downwards to the nearest one-eighth of 1%;

“Booking Fee” means the booking fee of such amount as set out in item 2 of the Fourth Schedule that is paid as consideration for the grant of the Option to purchase the Property referred to in item 4 of the same Schedule;

“Building” means the Building as described in item 6 of the Fourth Schedule;

“Certificate of Statutory Completion” or “CSC” means the Certificate of Statutory Completion issued by the Commissioner of Building Control under the Building Control Act (Cap. 29);

“certified copy”, in relation to CSC or TOP in respect of the Building, means a copy of such CSC or TOP, as the case may be, as confirmed in writing by the qualified person engaged by the Vendor for the Housing Estate to have been issued by the Commissioner of Building Control under the Building Control Act in respect of the Building;

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THE SCHEDULE — *continued*

“Commissioner of Building Control” means the Commissioner of Building Control appointed under the Building Control Act;

“Competent Authority” means the competent authority appointed under the Planning Act (Cap. 232);

“Completion Date” means the date on which completion of the sale and purchase of the Property takes place in accordance with clause 16;

“Controller of Housing” means the Controller of Housing appointed under the Housing Developers (Control and Licensing) Act (Cap. 130);

“defect” means any fault in the Building which is due either to —

- (a) defective workmanship or materials; or
- (b) the Building not having been constructed according to the Specifications;

“Final Payment Date” means a date which is 12 months from —

- (a) the date the Vendor actually delivers vacant possession of the Property to the Purchaser; or
- (b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,

whichever is the earlier;

“Housing Estate” means the housing estate known or to be known as \_\_\_\_\_ and <sup>1</sup>built/being built/to be built by the Vendor under approved Building Plan BP No. \_\_\_\_\_;

*(Note: To include the number(s) of all building plan(s) approved as at the date of the Option to Purchase.)*

“Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 13.3 for delivery of vacant possession of the Property;

“Notice to Complete” means a notice by the Vendor to the Purchaser under clause 16.1 to complete the sale and purchase of the Property;

“Payment Schedule” means the Payment Schedule set out in clause 5.1;

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<sup>1</sup>Delete whichever is inapplicable.

THE SCHEDULE — *continued*

- “Purchase Price” means the purchase price for the Property as set out in item 3 of the Fourth Schedule;
- “qualified person” has the same meaning as in the Building Control Act and refers to a qualified person engaged by the Vendor for the Housing Estate;
- “Singapore Academy of Law” or “SAL” means the Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A);
- “Specifications” means the specifications set out in the Second Schedule;
- “Temporary Occupation Permit” or “TOP” means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act;
- “the Option” means the Option to purchase the Property referred to in item 4 of the Fourth Schedule;
- “the Property” means the Property as described in item 5 of the Fourth Schedule;
- “the Purchaser’s solicitors” means (*name and address of person or firm*) or such other solicitors as may be notified in writing by the Purchaser to the Vendor;
- “the Vendor’s solicitors” means (*name and address of person or firm*) or such other solicitors as may be notified in writing by the Vendor to the Purchaser;
- “Unit Purchase Price” means the unit price for each square metre of the area of the Property as set out in item 7 of the Fourth Schedule;
- “Vendor” and “Purchaser” include the personal representatives and the successors in title of the Vendor and Purchaser, respectively;
- “working day” means any day other than a Saturday, Sunday or public holiday.
- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Words importing one gender shall include the other gender.
- 1.1.4 Any reference in this Agreement to any written law shall be a reference to the written law as it applies at the date of this Agreement.
- 1.1.5 If the Vendor or the Purchaser comprises more than one party, the obligations of the Vendor or the Purchaser, as the case may be, under this Agreement can be enforced against all the parties jointly or against all or any of the parties individually.

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THE SCHEDULE — *continued*

- 1.1.6 If any amount is due for payment on a particular day, such amount shall be paid on or before 5 p.m. on that day.
- 1.1.7 Notwithstanding clause 1.1.6, if any amount is due for payment to or from the SAL on a particular day, such amount shall be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act.

1.2 *Service of Notices*

- 1.2.1 Every notice required or authorised under this Agreement must be in writing.
- 1.2.2 Any notice or document required or authorised under this Agreement to be delivered or given to or by a party shall be sufficiently delivered or given if delivered or given to or by that party's solicitors in accordance with clause 1.2.3.
- 1.2.3 Notices or documents sent by the following means are to be regarded as served:
- |   |  |
|---|--|
| (a) by post in a registered letter addressed to the party to be served at his last known residence or place of business | the time such letter would in the ordinary course be delivered unless the letter is returned through the post undelivered. |
| (b) by telegraphic facsimile transmission to the party to be served   | on the day of transmission if sent on or before 5 p.m. on a working day or otherwise on the next working day.              |
| (c) by personal delivery at the last known residence or place of business of the party                                  | on the day of service if delivered on or before 5 p.m. on a working day or otherwise on the next working day.              |
- 1.2.4 Notwithstanding clauses 1.2.2 and 1.2.3, every notice required or authorised under this Agreement to be given or delivered to or by the Singapore Academy of Law must be delivered or given in accordance with the relevant Rules made under the Singapore Academy of Law Act.
- 1.2.5 Any notice or document required or authorised under this Agreement to be signed by a party shall be sufficiently signed if signed on behalf of that party by that party's solicitors.

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THE SCHEDULE — *continued*

**2. Agreement for Sale and Purchase**

The Vendor will sell and the Purchaser will buy free from all encumbrances<sup>1</sup> the estate in fee simple/the estate in perpetuity/Statutory Land Grant/remainder of leasehold estate of \_\_\_ years commencing from \_\_\_\_\_ in the Property at the Purchase Price.

**3. Terms of Sale**

3.1 The Property is sold subject to —

(a) the terms in this Agreement; and

(b) the later of —

(i) the Law Society of Singapore’s Conditions of Sale 2012; or

(ii) such later Conditions of Sale as may have been issued by the Law Society of Singapore as at the date of this Agreement, in so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of this Agreement.

3.2 The Vendor and Purchaser agree that the amendments set out in the Third Schedule, which have been approved by the Controller of Housing, shall form an integral part of this Agreement, and shall be read together with the main body, the First, Second and Fourth Schedules and all other parts of this Agreement. If, however, there is an inconsistency between the terms of this Agreement or the First, Second or Fourth Schedule and the amendments set out in the Third Schedule, the said amendments in the Third Schedule shall prevail.

<sup>2</sup>3.3 If the Purchaser is not a Singapore Citizen or an approved purchaser as defined under the Residential Property Act (Cap. 274), the sale and purchase of the Property is subject to the approval of the Minister for Law under the Residential Property Act being obtained by the Purchaser from the Controller of Residential Property. The Purchaser shall make his application to the Controller of Residential Property for the grant of approval for the purchase of the Property within 3 weeks after the date of his exercise of the Option to purchase the Property and notify the Vendor of the result of his application within 2 weeks after receipt thereof. If for whatever reason approval for the purchase of the Property is not obtained within 12 weeks after the date of the Purchaser’s exercise of the Option to purchase or such further period as the Vendor and the Purchaser may agree (referred to in this clause as “the application

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<sup>1</sup>Delete whichever is inapplicable.

<sup>2</sup>Delete if not applicable.



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THE SCHEDULE — *continued*

period”), the sale and purchase of the Property shall become null and void in which event —

- (a) all moneys paid by the Purchaser to the Vendor shall be refunded to the Purchaser without interest if evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Purchaser within 2 weeks after expiry of the application period, and the Vendor shall refund the moneys within 4 weeks after receipt of the evidence of refusal and thereafter neither party shall have any further claim or demand against the other; or
- (b) all moneys paid by the Purchaser to the Vendor but less 25% of the Booking Fee shall be refunded to the Purchaser without interest if no evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Purchaser within 2 weeks after expiry of the application period, and the Vendor shall refund the moneys within 4 weeks after expiry of the said 2 weeks and thereafter neither party shall have any claim or demand against the other.

<sup>2</sup>3.4 If approval of the <sup>1</sup>shareholders/board of directors/audit committee of the Vendor or of the holding company of the Vendor (referred to in this clause as the “Approving Body”) to the sale of the Property to the Purchaser is required under the Companies Act (Cap. 50) or the Singapore Exchange Limited’s Securities Trading Listing Manual, the sale and purchase shall be conditional upon such approval being obtained by the Vendor. The Purchaser shall provide the Vendor with all the information necessary to enable the Vendor to determine whether procurement of approval of the Approving Body is necessary. If the Approving Body does not approve the sale to the Purchaser, the sale and purchase shall be null and void in which event all moneys paid by the Purchaser to the Vendor shall be refunded to the Purchaser without interest and neither party shall have any further claim or demand against the other. In this clause, “holding company” shall have the same meaning as defined in the Companies Act.

#### **4. Purchase Price**

The Purchaser shall pay the Purchase Price to the Vendor in the manner set out in this Agreement.

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<sup>1</sup>Delete whichever is inapplicable.

<sup>2</sup>Delete if not applicable.

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 THE SCHEDULE — *continued*
**5. Payment Schedule**

- 5.1 The Purchaser shall pay the Purchase Price to the Vendor in instalments according to the Payment Schedule below.

**Payment Schedule**

- |    |   |  |
|----|---|--|
| 1. | <sup>1</sup> Upon signing this Agreement/<br>Within 8 weeks immediately after<br>the date of the Option   | 20% of the Purchase Price<br>(inclusive of the Booking<br>Fee) |
| 2. | After the Vendor has given one<br>signed copy of the Agreement to<br>the Purchaser or his solicitor and<br>within 14 days immediately after the<br>date on which the Purchaser<br>receives from the Vendor:   |  |
|    | (a) notice that the foundation<br>work (inclusive of pile caps)<br>of the Building has been<br>completed  | 10% of the Purchase Price                                      |
|    | (b) notice that the reinforced<br>concrete framework of the<br>Building has been completed  | 10% of the Purchase Price                                      |
|    | (c) notice that the partition walls<br>of the Building have been<br>completed   | 5% of the Purchase Price                                       |
|    | (d) notice that the roofing of the<br>Building has been completed   | 5% of the Purchase Price                                       |
|    | (e) notice that the <sup>1</sup> door<br>sub-frames/door frames and<br>window frames are in<br>position, and that the<br>electrical wiring (without<br>fittings), the internal<br>plastering and the plumbing<br>of the Building have been<br>completed | 5% of the Purchase Price                                       |
|    | (f) notice that the car park, roads<br>and drains serving the<br>Housing Estate have been<br>completed  | 5% of the Purchase Price                                       |

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

3. Within 14 days immediately after the Purchaser receives the following: 25% of the Purchase Price
- (a) either the TOP or CSC in respect of the Building (or a certified copy thereof); and
  - (b) notice that the Building and all roads and drainage and sewerage works in the Housing Estate have been completed, and that water and electricity supplies, and gas supplies (if any) have been connected to the Building.
4. If the Completion Date is before the issue of the CSC in respect of the Building, the following shall be applicable for the payment of the last 15% of the Purchase Price:
- (a) where the Completion Date is before the Final Payment Date, on Completion Date 15% of the Purchase Price payable as follows:
    - (a) 2% of the Purchase Price to the Vendor; and
    - (b) 13% of the Purchase Price to the Singapore Academy of Law (SAL) as stakeholder who shall pay to the Vendor —
      - (i) 8% within 7 working days immediately after the stakeholder receives from the Vendor the CSC in respect of the Building

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 THE SCHEDULE — *continued*

(or a certified copy thereof) served in accordance with clause 5.2; and

- (ii) 5% or 5% less all authorised deductions on the Final Payment Date;

OR

(b) where the Final Payment Date is before the Completion Date —

- (i) within 14 days immediately after the Purchaser receives from the Vendor a notice of the Final Payment Date, which notice must be served by the Vendor not earlier than 14 days before the Final Payment Date

if the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4 — 5% of the Purchase Price to the Vendor

or  
if any notice of deductions under clause 5.4 is duly served on the SAL and Vendor — 5% of the Purchase Price payable as follows:

- (a) such amount of the 5% as being equivalent to all the authorised deductions to the SAL; and

- (b) the balance to the Vendor;

(ii) on Completion Date

10% of the Purchase Price payable as follows:

- (a) 2% to the Vendor; and

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 THE SCHEDULE — *continued*

- (b) 8% to the SAL as stakeholder who shall pay to the Vendor such 8% within 7 working days immediately after the stakeholder receives from the Vendor the CSC in respect of the Building (or a certified copy thereof) served in accordance with clause 5.2.
5. If however the CSC in respect of the Building is issued before the Completion Date, the following shall instead of the provisions in item 4 be applicable for the payment of the last 15% of the Purchase Price:
- (a) where the CSC in respect of the Building is issued before the Final Payment Date:
- (i) within 14 days immediately after the Purchaser receives the CSC in respect of the Building (or a certified copy thereof)
- (ii) on Completion Date
- 13% of the Purchase Price payable as follows:
- (a) 8% to the Vendor; and
- (b) 5% to the SAL as stakeholder who shall pay to the Vendor such 5% or 5% less all authorised deductions on the Final Payment Date;
- 2% of the Purchase Price payable to the Vendor.

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 THE SCHEDULE — *continued*

- |   |  |
|---|--|
| <p>(b) where the CSC in respect of the Building is issued after the Final Payment Date:</p> <p>(i) within 14 days immediately after the Purchaser receives from the Vendor a notice of the Final Payment Date, which notice must be served by the Vendor on the Purchaser not earlier than 14 days before the Final Payment Date</p> <p>(ii) within 14 days immediately after the Purchaser receives the CSC in respect of the Building (or a certified copy thereof)</p> <p>(iii) on Completion Date</p> | <p>if the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4 — 5% of the Purchase Price payable to the Vendor;</p> <p>or</p> <p>if any notice of deductions under clause 5.4 is duly served on the SAL and Vendor — 5% of the Purchase Price payable as follows:</p> <p>(a) such amount of the 5% as being equivalent to all the authorised deductions to the SAL; and</p> <p>(b) the balance to the Vendor;</p> <p>8% of the Purchase Price to the Vendor;</p> <p>2% of the Purchase Price to the Vendor.</p> |
|---|--|
- 5.2 If the Completion Date is before the issue of the CSC in respect of the Building and the provisions in item 4 of the Payment Schedule apply, the Vendor shall serve the CSC relating to the Building (or a certified copy thereof) on the Purchaser and on the same day, also the stakeholder.
- 5.3 Subject to clause 5.10, the stakeholder must pay the sums due to the Vendor or as specified in accordance with the provisions in items 4 and 5 of the Payment Schedule on the date or within the period as provided therein.
- 5.4 If the Purchaser desires to make deductions from the 5% of the Purchase Price held or to be held by the stakeholder under items 4 and 5 of the Payment Schedule, he may serve on the stakeholder and Vendor in writing a notice of deductions from the Purchase Price.

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THE SCHEDULE — *continued*

- 5.5 The Purchaser must serve the notice of deductions under clause 5.4 on the stakeholder and Vendor on the same day and at least 7 working days before the Final Payment Date. The Purchaser may serve such notice at any time and whether or not the said 5% of the Purchase Price referred to in clause 5.4 has been paid to the stakeholder.
- 5.6 If the Vendor disputes all or any part of the deductions specified in the Purchaser's notice of deductions under clause 5.4, the Vendor may serve on the stakeholder a notice stating the amount of deductions in dispute and the amount not in dispute, if any.
- 5.7 The Vendor must serve the notice referred to in clause 5.6 on the stakeholder and the Purchaser on the same day and at least one working day before the Final Payment Date.
- 5.8 If a notice of deductions referred to in clause 5.4 is duly served on the stakeholder in accordance with clause 5.5, or a notice referred to in clause 5.6 is duly served on the stakeholder in accordance with clause 5.7, then the stakeholder shall be entitled to —
- (a) pay to the Vendor on the relevant due date or within the period as provided in item 4(a) or 5(a)(i) of the Payment Schedule, as the case may be, the amount of stakeholding money due as specified therein less the amount of deductions duly notified by the Purchaser under clause 5.4;
  - (b) pay to the Purchaser the amount of deductions notified under clause 5.4 less the amount disputed by the Vendor under clause 5.6 either on the same day or 7 working days after the Vendor's notice referred to in clause 5.6, whichever is the later; and
  - (c) subject to clause 5.10, retain the amount disputed by the Vendor, pending the settlement of the dispute regarding the amount of deductions from the Purchase Price which the Purchaser is entitled to make under this Agreement.
- 5.9 The Purchaser shall pay all instalments or amounts of the Purchase Price which are to be paid to the Vendor under items 1 to 3 of the Payment Schedule by way of cheque or cashier's order crossed "Account Payee only" drawn in favour of (*name of project account opened with bank or finance company*) or by telegraphic transfer to the aforesaid Project Account.
- 5.10 All amounts payable to or by the Singapore Academy of Law under items 4 and 5 of the Payment Schedule must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act.
- 5.11 The interest or other income derived from any part of the Purchase Price held by the Singapore Academy of Law as stakeholder shall accrue to the Singapore Academy of Law.

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THE SCHEDULE — *continued*

- 5.12 Every notice referred to in items 2 and 3 of the Payment Schedule must be accompanied by a copy of the requisite certificate of the qualified person engaged by the Vendor.
- 5.13 The certificate of the Vendor's qualified person is conclusive of the fact that the works specified in the certificate have been completed, and the Purchaser must accept a copy of the certificate without further objection or enquiry.
- 5.14 The Vendor need not give the notices referred to in item 2(d), (e) and (f) of the Payment Schedule in that order but may give them in any order.
- 5.15 Time shall be of the essence of this Agreement where payment of instalments of the Purchase Price is concerned.

**6. Late Payment of Instalments**

- 6.1 If the Purchaser fails to pay any or any part of any instalment according to clause 5 (other than any instalment or any part thereof to be paid by the stakeholder), the Purchaser shall pay interest on the unpaid amount to the Vendor until —
- (a) the unpaid amount is paid; or
  - (b) the expiration of the repudiation notice period under clause 7.2, whichever first occurs.
- 6.2 Interest on the unpaid amount referred to in clause 6.1 shall commence on the day immediately after expiry of the relevant period or the due date for payment provided in clause 5.
- 6.3 The interest referred to in clause 6.1 shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate.

**7. Repudiation by Purchaser**

- 7.1 The Vendor has the right to treat this Agreement as having been repudiated by the Purchaser if any or any part of any instalment or amount of the Purchase Price (not being an instalment or amount to be paid by the stakeholder) and interest remains unpaid for more than 14 days after the expiry of the relevant period or the due date for payment of the instalment or amount.
- 7.2 To treat this Agreement as repudiated, the Vendor must give to the Purchaser not less than 21 days' notice in writing of the Vendor's intention to treat this Agreement as having been repudiated by the Purchaser.
- 7.3 This Agreement shall be treated as annulled after the notice period referred to in clause 7.2 has expired unless the unpaid instalments or amounts and interest are paid within the notice period.



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THE SCHEDULE — *continued*

- 7.4 Once this Agreement is annulled, the Vendor has the right to —
- (a) where vacant possession of the Property has been delivered to the Purchaser, re-enter upon and resume possession of the Property and all interests therein;
  - (b) resell or otherwise dispose of the Property as if this Agreement had not been entered into;
  - (c) recover from the instalments and amounts (excluding interest) previously paid by the Purchaser all interest, property tax and other amounts owing and unpaid under this Agreement as at the date of annulment as well as all costs and expenses legal or otherwise incurred by the Vendor in relation to the recovery of possession of the Property referred to in clause 7.4(a);
  - (d) forfeit and keep 20% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser; and
  - (e) if the instalments (excluding interest) previously paid by the Purchaser are not sufficient to cover the amounts referred to in clause 7.4(c) and (d), claim and recover from the Purchaser any shortfall in such amounts together with all costs and expenses (including legal costs) incurred by the Vendor in relation to such claim.
- 7.5 After deducting the amounts referred to in clause 7.4(c) and (d) from the instalments previously paid by the Purchaser and provided that the Purchaser shall have furnished to the Vendor evidence that all caveats or encumbrances registered or lodged against the Property by the Purchaser or any person claiming through the Purchaser have been withdrawn or cancelled, the Vendor must refund the balance of those instalments not more than 21 days after one of the following dates, whichever is the later:
- (a) the date this Agreement is annulled; or
  - (b) where vacant possession of the Property has been delivered to the Purchaser, the date vacant possession of the Property is returned to, or recovered by, the Vendor.
- Upon such refund to the Purchaser, neither party shall have any further claim against each other.
- 7.6 If the Vendor does not refund the balance of the instalments in accordance with clause 7.5, the Vendor shall pay interest on the unrefunded balance to the Purchaser until the unpaid balance is paid.
- 7.7 The interest payable under clause 7.6 shall commence on —
- (a) the 22nd day after the relevant date mentioned in clause 7.5(a) or
  - (b) if the evidence of withdrawal or cancellation of the caveats or encumbrances mentioned in clause 7.5 is provided to the Vendor prior to the 22nd day; or

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THE SCHEDULE — *continued*

(b) the day immediately after such evidence of withdrawal or cancellation of caveats or encumbrances is provided to the Vendor if it is provided only on or after the 22nd day,

and such interest shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate.

**8. Title**

8.1 The title to the Property on which the Building is or is to be built shall be properly deduced.

8.2 The Purchaser may not ask for the delivery or production of deeds not in the Vendor's possession nor may he raise any requisition on or objection to them.

**9. Planning Approval**

9.1 The Property is one of the building plots comprised in a section of the Housing Estate intended to be developed <sup>2</sup>as Phase \_\_\_\_, the layout of which has been approved by the Competent Authority and the Commissioner of Building Control.

9.2 No amendment to the approved layout of the Housing Estate (including location, size and dimensions of facilities such as electrical sub-station) will be made or carried out except as may be required by the Commissioner of Building Control or other relevant authorities.

9.3 The Property is also sold subject to all roads, back-lane and other improvement schemes affecting the Property and to proposals contained in the Master Plan.

**10. Vendor's Obligations**

10.1 The Vendor must as soon as possible build the Building on the Property in a good and workmanlike manner according to the Specifications and the plans approved by the Commissioner of Building Control and other relevant authorities.

10.2 The Vendor shall at his own cost and expense —

(a) build the roads, driveways, drains, culverts and sewerage mains and, if applicable, sewerage plant in the Housing Estate serving the Property according to the requirements and specifications of the Commissioner of Building Control and other relevant authorities; and

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<sup>2</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

- (b) lay all necessary water, electricity and sewerage mains and gas mains, if any, to serve the Building and cause the internal mains and the sanitary installations of the Building to be connected to the water, electricity and sewerage mains and, if applicable, the gas mains of the various relevant authorities and the sewerage treatment plant, if applicable, in the Housing Estate.
- 10.3 The Vendor must obtain all the necessary consents and approvals of the Commissioner of Building Control and other relevant authorities for the construction of the Building, and must comply with all the requirements of the Commissioner of Building Control and other relevant authorities for the construction of the Building.
- 10.4 The Vendor must at his own expense obtain the Certificate of Title for the Property except where the Registrar of Titles gives a direction that the Property is not to be brought under the provisions of the Land Titles Act (Cap. 157).
- 10.5 The Vendor must at his own expense obtain the approval of the Competent Authority under the Planning Act for the subdivision of the land on which the Housing Estate is or is to be built, but any delay in obtaining the approval is not to be a ground for the Purchaser to delay any payment due under clause 5 or 6.

**11. Purchaser's Obligations**

- 11.1 The Purchaser must pay for all turning on fees for the supply of water and electricity and gas (if any) to the Building.
- 11.2 Where the CSC has not been issued for the Building, the Purchaser shall not, without the prior written consent of the Vendor, carry out or cause to be carried out any alterations or additions to the Building which result in the Building not having been constructed according to the plans and specifications approved by the Commissioner of Building Control.

**12. Title Surveys**

- 12.1 The Vendor must conduct or cause to be conducted all necessary title surveys relating to the subdivision of the Property and to the preparation of certified plans for the Purchaser in respect of the Property.
- 12.2 The Vendor and Purchaser shall contribute in the following proportions to meet the expenses (exclusive of goods and services tax) for the title surveys and the preparation of certified plans referred to in clause 12.1:
- |           |     |
|-----------|-----|
| Vendor    | 50% |
| Purchaser | 50% |

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THE SCHEDULE — *continued*

- 12.3 The registered land surveyor engaged by the Vendor to conduct the title surveys and to produce the certified plans shall certify the amount of contribution payable by the Purchaser. The surveyor's certificate shall be final and conclusive as to the amount of contribution payable by the Purchaser.
- 12.4 The Purchaser shall on demand pay to the Vendor the amount of contribution certified under clause 12.3 and all goods and services tax charged by law on the supply of the surveyor's services.

**13. Delivery of Possession**

- 13.1 The Vendor must deliver vacant possession of the Property to the Purchaser within both of the following dates:
- (a) no later than \_\_\_\_\_ (the Vacant Possession Date);
  - (b) no later than 21 days commencing from the date of receipt from the Purchaser of payment of the instalment referred to in item 3 of the Payment Schedule.
- 13.2 Before delivering vacant possession of the Property to the Purchaser, the Vendor must ensure that the Property has been completed so as to be fit for occupation and must remove all surplus material and rubbish from the Property.
- 13.3 The Vendor shall deliver vacant possession of the Property to the Purchaser by delivering a Notice of Vacant Possession in respect of the Property.
- 13.4 The Vendor shall, subject to clauses 13.5 and 13.6, pay to the Purchaser liquidated damages if vacant possession of the Property is delivered to the Purchaser after the date mentioned in clause 13.1(a) or (b).
- 13.5 The Vendor shall not be liable to pay liquidated damages to the Purchaser under clause 13.4 if vacant possession of the Property is delivered to the Purchaser within the 21 days referred to in clause 13.1(b) but after the Vacant Possession Date as provided in clause 13.1(a) if —
- (a) the documents specified under item 3 of the Payment Schedule are given to the Purchaser at least 36 days before the Vacant Possession Date; and
  - (b) the Purchaser has not paid the instalment referred to in item 3 of the Payment Schedule within 14 days after receiving such documents as provided therein.

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THE SCHEDULE — *continued*

- 13.6 The Vendor shall also not be liable to pay liquidated damages to the Purchaser under clause 13.4 if the delay in delivering vacant possession of the Property after the date mentioned in clause 13.1(a) or (b) is due to the following:
- (a) the Purchaser requests for or agrees to the delivery of vacant possession of the Property to him at a later date; or
  - (b) for any reason for which the Vendor is not responsible, the Purchaser does not take delivery of vacant possession of the Property until a later date.
- 13.7 Liquidated damages under clause 13.4 are to be calculated on a daily basis at the rate of 10% per annum on the total sum of all the instalments paid by the Purchaser towards the Purchase Price, and are payable commencing on the start date until vacant possession of the Property is given to the Purchaser.
- 13.8 For the purposes of clause 13.7, “start date” means —
- (a) where clause 13.1(a) is breached, the date immediately after the Vacant Possession Date;
  - (b) where clause 13.1(b) is breached, the date immediately after the 21 days referred to therein; or
  - (c) where both clauses 13.1(a) and (b) are breached, the earlier of the dates referred to in paragraphs (a) and (b) of this clause.
- 13.9 Any liquidated damages payable to the Purchaser under clause 13.4 may be deducted from any instalment of the Purchase Price due to the Vendor.

**14. Changes from Specifications and Plans**

- 14.1 In the course of erecting the Building, the Vendor shall ensure that no change to the Specifications or approved plans for or relating to the Property shall be made unless —
- (a) they have been agreed to by the Purchaser and, where required, approved by the Commissioner of Building Control and other relevant authorities; or
  - (b) they are required by the Commissioner of Building Control or other relevant authorities.
- 14.2 The Purchaser need not pay for the cost of any such changes.
- 14.3 In the event that any such change involves the substitution or use of cheaper materials or an omission of any works or a reduction in the scale of works originally agreed to be carried out by the Vendor, the Purchaser shall be entitled to a corresponding reduction in the Purchase Price or to damages.

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THE SCHEDULE — *continued*

14.4 Notwithstanding clause 14.3, where any change to the Specifications and approved plans for or relating to the Property is initiated and requested by the Purchaser and agreed by the Vendor, any reduction in the Purchase Price or the payment of any compensation or cost due to or arising from such change shall be agreed to by the Vendor and the Purchaser.

**15. Certificate of Statutory Completion (CSC)**

15.1 The Vendor must at his own cost and expense do everything necessary to procure the issue of the CSC for the Building, and must produce that CSC or a certified copy thereof to the Purchaser once it is issued.

15.2 At any time after delivery of vacant possession of the Property to the Purchaser but before the issue of the CSC for the Building, the Vendor and his workmen or agents have the right to make such alterations and additions to the Building as may be required by the Commissioner of Building Control, and the Purchaser agrees to grant them access to the Property at reasonable times for that purpose.

15.3 If the issue of a CSC in respect of the Building is refused, withheld or delayed owing to any alteration or addition carried out or caused to be carried out by the Purchaser without the Vendor's prior written consent, or some other act or omission by the Purchaser, the Vendor may by notice in writing require the Purchaser to take such measures within 30 days of that notice as are necessary to enable the Vendor to obtain the CSC.

15.4 If the Purchaser does not comply with the Vendor's notice under clause 15.3, the Vendor and his workmen or agents have the right to enter the Property to make such necessary alterations and additions to the Building as may be required by the Commissioner of Building Control, and to recover from the Purchaser the cost of the alterations and additions (including any goods and services tax payable thereon).

**16. Completion**

16.1 The Vendor must give to the Purchaser a Notice to Complete requiring completion of the sale and purchase of the Property in accordance with this clause no later than \_\_\_\_\_ or 3 years after the date of delivery of vacant possession of the Property, whichever is the earlier.

16.2 Completion must take place 14 days after the Purchaser receives the Vendor's Notice to Complete.

16.3 The completion of the sale and purchase of the Property shall take place at the office of the Vendor's solicitors.

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THE SCHEDULE — *continued*

- 16.4 On completion, the Vendor must execute a proper conveyance to the Purchaser of the Property. The Vendor must also deliver to the Purchaser a duplicate Certificate of Title for the Property unless the Registrar of Titles has directed that the Property will not be brought under the provisions of the Land Titles Act (Cap. 157). The conveyance shall be prepared by and at the expense of the Purchaser.
- 16.5 If for any reason the Vendor does not give a Notice to Complete by the date specified in clause 16.1, the Vendor must pay to the Purchaser liquidated damages.
- 16.6 Liquidated damages under clause 16.5 are to be calculated on a daily basis at the rate of 10% per annum on the total instalments paid by the Purchaser towards the Purchase Price, and shall commence on the date immediately after the date specified in clause 16.1 until the date the Notice to Complete is actually given to the Purchaser.
- 16.7 Any liquidated damages payable to the Purchaser under clause 16.5 may be deducted from any instalment of the Purchase Price due to the Vendor.
- 16.8 Notwithstanding completion of the purchase of the Property, the terms of this Agreement which are not fulfilled shall remain in effect as between the Vendor and Purchaser.

**17. Defects Liability Period**

- 17.1 The Vendor must make good at his own cost and expense any defect in the Building which becomes apparent within the defects liability period, namely, the period of 12 months from —
- (a) the date the Vendor actually delivers vacant possession of the Property to the Purchaser; or
  - (b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,
- whichever is the earlier.
- 17.2 The Vendor must make good any defect in the Building within one month of his receiving a notice from the Purchaser requiring the Vendor to make good such defect, failing which the Purchaser may notify the Vendor in writing of the following:
- (a) the estimated cost of carrying out the rectification works as indicated in a quotation of the charges for those works from a building or renovation contractor; and
  - (b) the Purchaser's intention to cause the rectification works to be done by his own workmen, agents or contractors if the Vendor fails to carry out those works within 14 days immediately after the date of the notice.

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THE SCHEDULE — *continued*

- 17.3 The Purchaser's notice referred to in clause 17.2 must be given to the Vendor together with a copy of the quotation of the building or renovation contractor referred to in clause 17.2(a).
- 17.4 If the Vendor, after having been duly notified under clause 17.2, fails to carry out the rectification works to make good the defect within the specified time, the Purchaser has the right to cause the rectification works to be carried out and to recover from the Vendor the cost of those rectification works. The Purchaser may deduct the cost of those rectification works from the sum held by the Singapore Academy of Law as stakeholder for the Vendor for this purpose.
- 17.5 This clause does not excuse the Vendor from his obligations under clause 15.

**18. Errors, omissions and misdescription**

- 18.1 On the execution of this Agreement, the Vendor shall furnish to the Purchaser a copy of a certificate issued by a registered land surveyor certifying that the area of the Property is the area derived from the dimensions shown on the plans approved by the Commissioner of Building Control and other relevant authorities.
- 18.2 Any error, omission or misdescription of the area of the Property does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor, the Purchaser has the right to an adjustment of the Purchase Price calculated in accordance with clause 18.3.
- 18.3 Where, on completion of a title survey as approved by the Chief Surveyor, the area of the Property is ascertained to be less than the area stated in this Agreement, the Purchase Price shall be reduced as follows:

<i>Deficiency</i>	<i>Reduction</i>
(a) Not more than 3% of the area stated in this Agreement	No reduction
(b) More than 3% of the area stated in this Agreement	Reduction at the rate of the Unit Purchase Price for every square metre (or part thereof) of deficiency which is in excess of 3% of the area stated in this Agreement.

Any adjustment of the Purchase Price under this clause shall be made on Completion Date and may be deducted from any instalment due to the Vendor under item 4 or 5 of the Payment Schedule, as the case may be.



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THE SCHEDULE — *continued*

18.4 The Vendor does not have the right to any adjustment in the Purchase Price if, on completion of the title survey as approved by the Chief Surveyor, it is ascertained that the area of the Property is more than the area stated in this Agreement.

**19. Easements**

19.1 The Property is sold with the following rights in favour of the Purchaser and other persons authorised by the Purchaser:

- (a) the right to pass and re-pass on foot or on any vehicle along the private roads in the Housing Estate;
- (b) the right to lay over, on or under any other premises or building in the Housing Estate pipes, wires, cables, drains or culverts for the passage and provision of supplying water and electricity, and gas (if any), to the Property; and
- (c) the right to drain into the sewerage plant, if applicable, or septic tank constructed or to be constructed in or for the Housing Estate, including the right to lay pipes, drains and other connections over, on or under any other premises or building in the Housing Estate,

to the extent to which such roads, pipes, wires, cables, drains, culverts or connections are necessary or capable of being used in connection with the enjoyment of the Property.

19.2 The Property is sold subject to the following rights in favour of all other owners or occupiers of premises and buildings in the Housing Estate to whom the Vendor has granted or may grant similar rights:

- (a) the right to pass and re-pass on foot or on any vehicle along the private roads in the Housing Estate;
- (b) the right to lay over, on or under any Property pipes, wires, cables, drains or culverts for the passage and provision of supplying water and electricity, and gas (if any), to the other premises and buildings in the Housing Estate; and
- (c) the right to drain into the sewerage plant or septic tank constructed or to be constructed in or for the Housing Estate, including the right to lay pipes, drains and other connections over, on or under the Property,

to the extent to which such roads, pipes, wires, cables, drains, culverts or connections are necessary or capable of being used in connection with the enjoyment of the other premises and buildings in the Housing Estate.

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THE SCHEDULE — *continued*

19.3 The Property is also sold subject to rights similar to those in clause 19.2(a) to (c) in favour of the Vendor and other persons authorised by the Vendor to the extent that such roads, pipes, wires, cables, drains, culverts or connections have to be constructed, installed or made by the Vendor for the proper enjoyment of the premises and buildings in the Housing Estate.

**20. Restrictive Covenants**

20.1 The Property is sold subject to the following restrictive covenants:

- (a) the Purchaser will not use or allow the Property to be used for any purpose which will be a nuisance to the Vendor or to any of his neighbours;
- (b) the Purchaser will not use or allow the Property to be used for any purpose other than as a private residence;
- (c) the Purchaser will not display on the Property any signboard other than one designating the address of the Property and the name of its occupants;
- (d) the Purchaser will not use or allow the Property to be used for the storage of any goods or merchandise; and
- (e) the Purchaser will only transfer (wholly or partly) his interest in the Property to another subject to the restrictive covenants in this clause.

20.2 The Purchaser agrees to enter into these restrictive covenants at the time of conveyance.

20.3 The Purchaser agrees to observe and perform all these restrictive covenants for so long as he is the owner of the Property.

20.4 Neither the Vendor nor the Purchaser will be liable for any breach of these restrictive covenants which may happen after the Purchaser has disposed of his entire interest in the Property to another.

**21. Taxes**

21.1 The Purchaser shall as from the date immediately after the date of receipt of the documents specified under item 3 of the Payment Schedule be responsible for payment of all property tax and other outgoings levied in respect of the Property, and must on demand reimburse the Vendor for all such property tax and outgoings which may have been paid by the Vendor for any period immediately after the said date.

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THE SCHEDULE — *continued*

- 21.2 Where any property tax and other outgoings levied in respect of the Property for any period up to the date of receipt of the documents specified under item 3 of the Payment Schedule have been paid by the Purchaser, the Vendor must on demand reimburse the Purchaser for all such property tax and outgoings apportioned up to (and including) that date.
- 21.3 The Purchaser must pay to the Vendor all goods and services tax charged by law on the supply of any goods or services under this Agreement.
- 21.4 The Purchaser must on demand pay to the Vendor goods and services tax either —
- (a) within the time stated in this Agreement for the payment of such goods and services supplied; or
  - (b) in whatever manner required by law or by the Comptroller of Goods and Services Tax.
- 21.5 If such goods and services tax remains unpaid when due, the Purchaser must pay interest (calculated on a daily basis at the rate of 2% per annum above the Base Rate) on the unpaid tax from the day after it becomes due until such time as it is paid.

**22. Mediation**

- 22.1 The Vendor and Purchaser agree that before they refer any dispute or difference relating to this Agreement to arbitration or court proceedings, they shall consider resolving the dispute or difference through mediation at the Singapore Mediation Centre in accordance with the prevailing prescribed forms, rules and procedures.
- 22.2 For the avoidance of doubt, this clause shall not amount to a legal obligation on the part of either the Vendor or Purchaser to attempt mediation as a means of resolving their dispute or difference.

**23. Exclusion of Contracts (Rights of Third Parties) Act**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

Any of the following provisions (A, B and C) may, if applicable, be inserted in the Agreement if —

- (a) the condition, restriction or requirement stated therein is imposed by any relevant competent authority in the grant of permission, approval or clearance for or in related to the carrying out of the Housing Estate; and

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THE SCHEDULE — *continued*

- (b) information on such condition, restriction or requirement is provided to the Purchaser prior to the Vendor accepting the Booking Fee from the Purchaser for the grant of the Option to Purchase for the Property pursuant to rule 10(4)(a) of, read with Form 3 of the Schedule to, the Housing Developers Rules.

**A <sup>3</sup>Balconies, rooftop, reinforced concrete flat roofs, open trellises, reinforced concrete ledge, planter box, open trellis and car parks**

The Purchaser acknowledges that he is aware that —

- (a) the balconies (if any) in the Building cannot be converted for any other uses for any reason whatsoever unless prior written approval of the relevant competent authority is first obtained;
- (b) no structures or uses (other than the use as approved by the relevant competent authority) are allowed on the rooftop of the Building unless prior written approvals of the relevant competent authority and the Vendor are first obtained;
- (c) access to all reinforced concrete flat roofs in the Building is prohibited save for maintenance purposes or in times of emergency;
- (d) the open trellis on the roof of the Building are not to be enclosed or roofed over unless prior written approval of the relevant competent authority is first obtained;
- (e) the area below the open trellis on the roof of the Building shall not be converted to usable space unless prior written approval of the relevant competent authority is first obtained;
- (f) all reinforced concrete ledges (e.g. air-conditioning condenser ledges) in the Building shall not be converted for any other uses unless prior written approvals of the relevant competent authority is first obtained;
- (g) the approved planter boxes in the Building are not to be converted to balcony space unless prior written approvals of the relevant competent authority is first obtained.

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<sup>3</sup>Any of the above facilities may be deleted if not applicable. Reference to other similar facilities may, if applicable, be inserted.

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THE SCHEDULE — *continued*

**B <sup>3</sup>Roofing Over/Enclosing Private Enclosed Space, Open Terrace, Roof Garden and Balcony**

The Purchaser acknowledges that he is aware that the private enclosed space(s) and/or open terrace(s) and/or roof garden(s) and/or balcony(ies) in the Building (collectively known as the “Open-Air Spaces”) (if any) are designed and intended to be open to the sky / open air spaces and that the Purchaser shall therefore not be entitled to cause or require the Open-Air Spaces (if any) to be roofed over or enclosed in any manner or form unless the prior written approval of the relevant competent authority is first obtained, nor shall he be entitled to raise objections to the fact that the Open-Air Spaces (if any) is / are open to the sky.

**C <sup>3</sup>Common Party Walls**

The Purchaser acknowledges that he is aware that no openings may be made along the common party walls unless the prior written approval of the relevant competent authority is first obtained.

**24. Governing law**

This Agreement is governed by Singapore law.

THE FIRST SCHEDULE

(Plan of Property)

THE SECOND SCHEDULE

SPECIFICATIONS OF THE BUILDING

1. Foundation

State the type of foundation and material used (e.g. bore piles, precast concrete piles, steel H-piles, tanalised timber piles or bakau piles).

2. Superstructure

State the type of materials used (e.g. reinforced concrete using Grade 30 concrete manufactured from Portland Cement complying with SS26 steel reinforcement bar complying with SS22).

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<sup>3</sup>Any of the above facilities may be deleted if not applicable. Reference to other similar facilities may, if applicable, be inserted.

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THE SCHEDULE — *continued*

3. Walls

- (a) External Wall — state the material used.
- (b) Internal Wall — state the material used.

4. Roof

- (a) Pitched roof:
  - (i) state the roof covering material used;
  - (ii) state the type of insulation provided;
  - (iii) state the type of roof truss construction and the treatment provided; or
- (b) Flat roof:

State concrete roof with appropriate water-proofing and insulation where provided.

5. Ceiling

State type and material of ceiling to be provided and location.

6. Finishes

- (a) Wall:
  - (i) state the type and extent of internal finishes (e.g. full height ceramic wall tiles for kitchen and bathrooms);
  - (ii) state the type of external finishes (e.g. plaster/others to specify).
- (b) Floor:
  - (i) state the type and location of internal floor finishes (e.g. ceramic tiles for living room and parquet for bedrooms);
  - (ii) state the type, location and extent of floor finishes of external areas.

7. Windows

- (a) State the type and material of windows and location (e.g. sliding anodised aluminium framed window to living room);
- (b) State the type of glazing and minimum thickness (e.g. tinted glass).

8. Doors

- (a) State the type and material of doors and location (e.g. plywood flush door to all bedrooms);
- (b) State the type of glazing and minimum thickness (e.g. tinted glass);
- (c) State the make/brand or equivalent of locks to be provided.

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THE SCHEDULE — *continued*

9. Sanitary Fittings  
State the type and location (e.g. vanity basin, one water closet, one longbath, one soap holder, one towel rail to the master bedroom).
10. Electrical Installation
- |  |   |                              |
|--|---|------------------------------|
| (a) State whether wiring is concealed                      | } | e.g. Ceiling light — 7       |
| (b) State the type and number of lighting and power points | } | e.g. 15 amp power — 2 points |
11. TV/Cable Services/<sup>4</sup>FM/Telephone points  
State the number of TV/Cable Services/<sup>4</sup>FM/Telephone points
- |   |                           |
|---|---------------------------|
| } | e.g. Telephone — 5 points |
|---|---------------------------|
12. Lightning Protection  
Lightning Protection System shall be provided in accordance with Singapore Standard CP.
13. Painting
- (a) State whether paint is oil-based or water-based;  
(b) State whether it is internal or external.
14. Water Proofing  
State the locations.
15. Driveway and Car Park  
State the finishes.
16. Gate and Fencing  
State the type of fencing and height.
17. Turfing  
State the type of turf to be provided.

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<sup>4</sup>Reference to “FM points” may be deleted if inapplicable.

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THE SCHEDULE — *continued*

18. Additional Items

Where provided specify as follows:

- (a) Kitchen Cabinets — specify the type of cabinets and surface finishing provided;
- (b) Bedroom Wardrobe — specify the type of cabinets and their materials and surface finishing provided in each bedroom;
- (c) Air-conditioners — specify the number and type provided and their locations;
- (d) Others — to specify.

**Notes to Specifications**

(Any of the notes (A to O) below which is applicable may be inserted. Any item in any of the notes which is not relevant to the Housing Estate may be deleted.)

**A Marble/Compressed Marble/Limestone/Granite/(Other natural stone materials — please specify)**

Marble/compressed marble/limestone/granite/(other natural stone materials — please specify) are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-conformity in the marble/compressed marble/limestone/granite/(other stone materials — please specify) as well as non-uniformity between pieces cannot be totally avoided. Granite tiles are pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble, cannot be re-polished after installation. Hence, some differences may be felt at the joints.

<sup>1</sup>Subject to clause 14.3, the tonality and pattern of the marble, limestone or granite selected and installed shall be subject to availability.

**B Timber strips**

Timber strips are natural materials containing veins and tonal differences. Thus, it is not possible to achieve total consistency of colour and grain in their selection and installation. Timber strips are also subject to thermal expansion and contraction beyond the control of builder and Vendor. Natural timber that is used outdoors will become bleached due to sunlight and rain. Thus, the cycle of maintenance on staining will need to be increased as required. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 10 and clause 17.

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<sup>1</sup>Delete if not applicable.



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THE SCHEDULE — *continued*

**C Air-conditioning system**

To ensure good working condition of the air-conditioning system, the system has to be maintained and cleaned on a regular basis by the Purchaser. This includes the cleaning of filters, clearing of condensate pipes and charging of gas. The Purchaser is advised to engage his/her own contractor to service the air-conditioning system regularly.

**D Television and/or Internet Access**

The Purchaser is liable to pay annual fee, subscription fee and such other fees to the television and/or internet service providers or any other relevant party or any relevant authorities. The Vendor is not responsible to make arrangements with any of the said parties for the service connection for their respective channels and/or internet access.

**E Materials, Fittings, Equipment, Finishes, Installations and Appliances**

Subject to clause 14.3, the brand, colour and model as specified for all materials, fittings, equipment, finishes, installations and appliances to be supplied shall be provided subject to Architect's selection and market availability.

**F Layout/Location of Wardrobes, Cabinets, Fan Coil Units, Electrical Points, Television Points, Telecommunication Points, Audio Intercom System, Door Swing Positions and Plaster Ceiling Boards**

Layout/Location of wardrobes, kitchen cabinets, fan coil units, electrical points, television points, telecommunication points, audio intercom system, door swing positions and plaster ceiling boards are subject to Architect's final decision and design.

*Note:* If any of the items: wardrobes, kitchen cabinets, fan coil units, electrical points, door swing positions and plaster ceiling boards, is not relevant to the Housing Estate, its reference may be omitted from the note.

**G Warranties**

Where warranties are given by the manufacturers and/or contractors and/or suppliers of any of the equipment and/or appliances installed by the Vendor at the Property, the Vendor will assign to the Purchaser such warranties at the time when vacant possession of the Property is delivered to the Purchaser. Notwithstanding this assignment, the Vendor shall remain fully responsible for the performance of its obligations under clause 10 and clause 17.

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THE SCHEDULE — *continued*

**H False Ceiling**

The false ceiling space provision allows for the optimal function and installation of M&E services. Access panels are allocated for ease of maintenance access to concealed M&E equipment for regular cleaning purpose. Where removal of equipment is needed, ceiling works will be required. Location of false ceiling is subject to the Architect's sole discretion and final design.

**I Glass**

Glass is manufactured material that is not 100% pure. Invisible nickel sulphide impurities may cause spontaneous glass breakage, which may occur in all glass by all manufacturers. The Purchaser is recommended to take up home insurance covering glass breakage to cover this possible event. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 10 and clause 17.

*Note:* Developers who insert this note are required to disclose the contents of this note to Purchasers before the issue of the Option to Purchase.

**J Laminated Flooring**

Laminated flooring is manufactured material which contains tonality differences to match natural wood finish. Thus, it is not possible to achieve total consistency of colour and grain in its selection and installation. Laminated floors are installed in modular planks and are subject to thermal expansion and contraction beyond the control of builder and Vendor. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 10 and clause 17.

**K Mechanical Ventilation System**

Mechanical ventilation fans and ductings are provided to toilets which are not naturally ventilated.

To ensure good working condition of the mechanical ventilation system, the mechanical ventilation system for the exhaust system within internal toilets (where applicable) is to be maintained by the Purchaser on a regular basis.

**L Prefabricated Toilets**

Certain bathroom and W.C. may be prefabricated construction and all penetrations are sealed at manufacturer's factory prior to installation on site. Any subsequent penetrations are not recommended as they will compromise the waterproofing warranty.

**M Planters**

Planters are designed to take the loading of potted plants only. No soil material or turf/plants will be provided in the planters.

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THE SCHEDULE — *continued*

**N Wall**

All wall finishes shall be terminated at false ceiling level. There will be no tiles/stone works behind <sup>1</sup>kitchen cabinets/long bath/vanity cabinet/mirror.

**O Dimmable Switches with Remote Control**

The <sup>1</sup>living/dining room and master bedroom will be provided with dimmable switches for selected lighting points, which are suitable only for incandescent and halogen bulbs up to a maximum of \_\_\_ watts (please fill in accordingly). The Purchaser will have to make his/her own arrangements for modification if other types of lights are used.

SIGNED by or for the VENDOR

In the presence of

\_\_\_\_\_

SIGNED by or for the PURCHASER

In the presence of

\_\_\_\_\_

THE THIRD SCHEDULE

AMENDMENTS TO THE SALE AND PURCHASE AGREEMENT

The terms of this Agreement shall be amended as follows:

\_\_\_\_\_

<sup>1</sup>Delete whichever is inapplicable.

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 THE SCHEDULE — *continued*
<sup>5</sup>THE FOURTH SCHEDULE

## TRANSACTION PARTICULARS

## 1. Purchaser:

Name: \_\_\_\_\_

NRIC/Passport/Company Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

2. Booking Fee: S\$\_\_\_\_\_

3. Purchase Price: S\$\_\_\_\_\_

4. Option to Purchase: Number: \_\_\_\_\_

Date: \_\_\_\_\_

## 5. Property:

One of the building plots in the Housing Estate known or to be known as \_\_\_\_\_ (address) \_\_\_\_\_, having an estimated land area of \_\_\_ square metres (as shown in the registered land surveyor's certificate on land area) in the District of \_\_\_ in the Republic of Singapore, being part of Government Resurvey Lot \_\_\_ of <sup>1</sup>Mukim/Town Subdivision \_\_\_ and forming part of the land contained in <sup>1</sup>Statutory Land Grant No.\_\_\_\_\_/State Lease No.\_\_\_\_\_, together with the Building <sup>1</sup>erected/being erected on the land (more particularly delineated in red in the Plan in the First Schedule).

6. "Building" means the <sup>1</sup>detached/semi-detached/terrace house <sup>1</sup>built/to be built/being built by the Vendor on the Property as one of the building plots in the Housing Estate.

7. Unit Purchase Price: S\$\_\_\_\_\_ per square metre.

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<sup>1</sup>Delete whichever is inapplicable.

<sup>5</sup>The heading "The Fourth Schedule" may be labelled in other manner so that it runs alphabetically or numerically with other schedules or attachments to the Agreement.

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 THE SCHEDULE — *continued*

## FORM 5

Rules 12(2) and (3) and 15(3)

## SALE AND PURCHASE AGREEMENT

An Agreement made between \_\_\_\_\_  
 of \_\_\_\_\_ Housing Developer's Licence  
 No. \_\_\_\_\_ (the Vendor) and the Purchaser named in item 1 of the Third Schedule  
 on \_\_\_\_\_.

**1. General***1.1 Definitions*

## 1.1.1 In this Agreement —

“Agreement” means this Agreement entered into between the Vendor and the Purchaser for the sale and purchase of the Unit;

“authorised deductions” means deductions from the Purchase Price which —

(a) are specified in a duly served notice under clause 5.4; and

(b) the Purchaser is entitled to make under this Agreement;

“Base Rate” means the average of the prevailing prime lending rates of DBS Bank Limited, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited, per annum rounded downwards to the nearest one-eighth of 1%;

“Booking Fee” means the booking fee of such amount as set out in item 2 of the Third Schedule that is paid as consideration for the grant of the Option to purchase the Unit referred to in item 4 of the same Schedule;

“Building” means the building known or to be known as \_\_\_\_\_ and forming part of the Housing Project <sup>1</sup>built/to be built/being built by the Vendor on part of the land in the District of \_\_\_\_\_ in the Republic of Singapore, being part of Government Resurvey Lot \_\_\_\_\_ of <sup>1</sup>Mukim/Town Subdivision \_\_\_\_\_ forming part of the land contained in <sup>1</sup>Statutory Land Grant No. \_\_\_\_\_/State Lease No. \_\_\_\_\_;

*(Note: The definition of “Building” may be deleted in the case of a strata landed housing development.)*

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

- “Certificate of Statutory Completion” or “CSC” means the Certificate of Statutory Completion issued by the Commissioner of Building Control under the Building Control Act;
- “certified copy”, in relation to the CSC or TOP in respect of the Unit, means a copy of such CSC or TOP, as the case may be, as confirmed in writing by the qualified person engaged by the Vendor for the Housing Project to have been issued by the Commissioner of Building Control under the Building Control Act in respect of the Unit;
- “Commissioner of Building Control” means the Commissioner of Building Control appointed under the Building Control Act;
- “Commissioner of Buildings” means the Commissioner of Buildings appointed under the Building Maintenance and Strata Management Act;
- “common property” has the same meaning as in the Building Maintenance and Strata Management Act;
- “Competent Authority” means the competent authority appointed under the Planning Act (Cap. 232);
- “Completion Date” means the date on which completion of the sale and purchase of the Unit takes place in accordance with clause 16;
- “Controller of Housing” means the Controller of Housing appointed under the Housing Developers (Control and Licensing) Act (Cap. 130);
- “defect” means any fault in the Unit, the Housing Project, the common property or the limited common property (if any) which is due either to —
- (a) defective workmanship or materials; or
  - (b) the Unit, the Housing Project, the common property or the limited common property, as the case may be, not having been constructed according to the Specifications;
- (Note: The references to “limited common property” may be deleted and this definition may be appropriately amended if the definition of “limited common property” is not required and deleted.)*
- “Final Payment Date” means a date which is 12 months from —
- (a) the date the Vendor actually delivers vacant possession of the Unit to the Purchaser; or

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THE SCHEDULE — *continued*

(b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,

whichever is the earlier;

“Housing Project” means the housing project known or to be known as \_\_\_\_\_ and <sup>1</sup>built/being built/to be built by the Vendor under approved Building Plan BP No. \_\_\_\_\_;

(*Note: To include the number(s) of all building plan(s) approved as at the date of the Option to Purchase.*)

<sup>2</sup>“limited common property” has the same meaning as in the Building Maintenance and Strata Management Act;

“Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 12.3 for delivery of vacant possession of the Unit;

“Notice to Complete” means a notice by the Vendor to the Purchaser under clause 16.1 to complete the sale and purchase of the Unit;

“Payment Schedule” means the Payment Schedule set out in clause 5.1;

“Purchase Price” means the purchase price for the Unit as set out in item 3 of the Third Schedule;

“qualified person” has the same meaning as in the Building Control Act and refers to a qualified person engaged by the Vendor for the Housing Project;

“Singapore Academy of Law” or “SAL” means the Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A);

“Specifications” means the specifications set out in the First Schedule;

“Temporary Occupation Permit” or “TOP” means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act;

“the Option” means the Option to purchase the Unit referred to in item 4 of the Third Schedule;

“the Purchaser’s solicitors” means (*name and address of person or firm*) or such other solicitors as may be notified in writing by the Purchaser to the Vendor;

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<sup>1</sup>Delete whichever is inapplicable.

<sup>2</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

“the Unit” means the Unit as described in item 5 of the Third Schedule;

“the Vendor’s solicitors” means (*name and address of person or firm*) or such other solicitors as may be notified in writing by the Vendor to the Purchaser;

“Unit Purchase Price” means the unit price for each square metre of the area of the Unit as set out in item 6 of the Third Schedule;

“Vendor” and “Purchaser” include the personal representatives and the successors in title of the Vendor and Purchaser, respectively;

“working day” means any day other than a Saturday, Sunday or public holiday.

- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Words importing one gender shall include the other gender.
- 1.1.4 Any reference in this Agreement to any written law shall be a reference to the written law as it applies at the date of this Agreement.
- 1.1.5 If the Vendor or the Purchaser comprises more than one party, the obligations of the Vendor or the Purchaser, as the case may be, under this Agreement can be enforced against all the parties jointly or against all or any of the parties individually.
- 1.1.6 If any amount is due for payment on a particular day, such amount shall be paid on or before 5 p.m. on that day.
- 1.1.7 Notwithstanding clause 1.1.6, if any amount is due for payment to or from the SAL on a particular day, such amount shall be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act.

*1.2 Service of Notices*

- 1.2.1 Every notice required or authorised under this Agreement must be in writing.
- 1.2.2 Any notice or document required or authorised under this Agreement to be delivered or given to or by a party shall be sufficiently delivered or given if delivered or given to or by that party’s solicitors in accordance with clause 1.2.3.



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THE SCHEDULE — *continued*

1.2.3 Notices or documents sent by the following means are to be regarded as served:

- |   |  |
|---|--|
| (a) by post in a registered letter addressed to the party to be served at his last known residence or place of business | the time such letter would in the ordinary course be delivered unless the letter is returned through the post undelivered. |
| (b) by telegraphic facsimile transmission to the party to be served   | on the day of transmission if sent on or before 5 p.m. on a working day or otherwise on the next working day.              |
| (c) by personal delivery at the last known residence or place of business of the party                                  | on the day of service if delivered on or before 5 p.m. on a working day or otherwise on the next working day.              |

1.2.4 Notwithstanding clauses 1.2.2 and 1.2.3, every notice required or authorised under this Agreement to be given or delivered to or by the Singapore Academy of Law must be delivered or given in accordance with the relevant Rules made under the Singapore Academy of Law Act.

1.2.5 Any notice or document required or authorised under this Agreement to be signed by a party shall be sufficiently signed if signed on behalf of that party by that party's solicitors.

## **2. Agreement for Sale and Purchase**

The Vendor will sell and the Purchaser will buy free from all encumbrances <sup>1</sup>the estate in fee simple/the estate in perpetuity/Statutory Land Grant/remainder of leasehold estate of \_\_\_ years commencing from \_\_\_\_\_ in the Unit at the Purchase Price.

## **3. Terms of Sale**

3.1 The Unit is sold subject to —

- (a) the terms in this Agreement; and
- (b) the later of —
  - (i) the Law Society of Singapore's Conditions of Sale 2012; or

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

- (ii) such later Conditions of Sale as may have been issued by the Law Society of Singapore as at the date of this Agreement, in so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of this Agreement.
- 3.2 The Vendor and Purchaser agree that the amendments set out in the Second Schedule, which have been approved by the Controller of Housing, shall form an integral part of this Agreement, and shall be read together with the main body, the First and Third Schedules and all other parts of this Agreement. If, however, there is an inconsistency between the terms of this Agreement or the First or Third Schedule and the amendments set out in the Second Schedule, the said amendments in the Second Schedule shall prevail.
- <sup>1</sup>3.3 If the Purchaser is not a Singapore Citizen or an approved purchaser as defined under the Residential Property Act (Cap. 274), the sale and purchase of the Unit is subject to the approval of the Minister for Law under the Residential Property Act being obtained by the Purchaser from the Controller of Residential Property. The Purchaser shall make his application to the Controller of Residential Property for the grant of approval for the purchase of the Unit within 3 weeks after the date of his exercise of the Option to purchase the Unit and notify the Vendor of the result of his application within 2 weeks after receipt thereof. If for whatever reason approval for the purchase of the Unit is not obtained within 12 weeks after the date of the Purchaser's exercise of the Option to purchase or such further period as the Vendor and the Purchaser may agree (referred to in this clause as "the application period"), the sale and purchase of the Unit shall become null and void in which event —
  - (a) all moneys paid by the Purchaser to the Vendor shall be refunded to the Purchaser without interest if evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Purchaser within 2 weeks after expiry of the application period, and the Vendor shall refund the moneys within 4 weeks after receipt of the evidence of refusal and thereafter neither party shall have any further claim or demand against the other; or

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

(b) all moneys paid by the Purchaser to the Vendor but less 25% of the Booking Fee shall be refunded to the Purchaser without interest if no evidence of the refusal of the application for approval within the application period is furnished to the Vendor by the Purchaser within 2 weeks after expiry of the application period, and the Vendor shall refund the moneys within 4 weeks after expiry of the said 2 weeks and thereafter neither party shall have any claim or demand against the other.

<sup>1</sup>3.4 If approval of the <sup>1</sup>shareholders/board of directors/audit committee of the Vendor or of the holding company of the Vendor (referred to in this clause as the “Approving Body”) to the sale of the Unit to the Purchaser is required under the Companies Act (Cap. 50) or the Singapore Exchange Limited’s Securities Trading Listing Manual, the sale and purchase shall be conditional upon such approval being obtained by the Vendor. The Purchaser shall provide the Vendor with all the information necessary to enable the Vendor to determine whether procurement of approval of the Approving Body is necessary. If the Approving Body does not approve the sale to the Purchaser, the sale and purchase shall be null and void in which event all moneys paid by the Purchaser to the Vendor shall be refunded to the Purchaser without interest and neither party shall have any further claim or demand against the other. In this clause, “holding company” shall have the same meaning as defined in the Companies Act.

**4. Purchase Price**

The Purchaser shall pay the Purchase Price to the Vendor in the manner set out in this Agreement.

**5. Payment Schedule**

5.1 The Purchaser shall pay the Purchase Price to the Vendor in instalments according to the Payment Schedule below.

**Payment Schedule**

- |  |  |
|--|--|
| 1. <sup>1</sup> Upon signing this Agreement/<br>Within 8 weeks immediately after<br>the date of the Option | 20% of the Purchase Price<br>(inclusive of the Booking<br>Fee) |
|--|--|

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<sup>1</sup>Delete whichever is inapplicable.

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 THE SCHEDULE — *continued*

2. After the Vendor has given one signed copy of the Agreement to the Purchaser or his solicitor and within 14 days immediately after the date on which the Purchaser receives from the Vendor —
- |   |                           |
|---|---------------------------|
| (a) notice that the foundation work (inclusive of pile caps) of the Unit has been completed   | 10% of the Purchase Price |
| (b) notice that the reinforced concrete framework of the Unit has been completed  | 10% of the Purchase Price |
| (c) notice that the partition walls of the Unit have been completed   | 5% of the Purchase Price  |
| (d) notice that the <sup>1</sup> roofing/ceiling (inclusive of false ceiling) of the Unit has been completed  | 5% of the Purchase Price  |
| (e) notice that the <sup>1</sup> door sub-frames/door frames and window frames are in position, and that the electrical wiring (without fittings), the internal plastering and the plumbing of the Unit have been completed | 5% of the Purchase Price  |
| (f) notice that the car park, roads and drains serving the Housing Project have been completed  | 5% of the Purchase Price  |
3. Within 14 days immediately after the Purchaser receives the following:
- |   |                           |
|---|---------------------------|
| (a) either the TOP or CSC in respect of the Unit (or a certified copy thereof); and | 25% of the Purchase Price |
|---|---------------------------|

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

- (b) notice that *the Building wherein the Unit is situated* and all roads and drainage and sewerage works serving the Housing Project have been completed and that water and electricity supplies, and gas supplies (if any) have been connected to the Unit.

*Note:* The words “*the Building wherein the Unit is situated*” may be replaced by the words “the Unit” in the case of a strata landed unit.

4. If the Completion Date is before the issue of the CSC in respect of the Unit, the following shall be applicable for the payment of the last 15% of the Purchase Price:

- (a) where the Completion Date is before the Final Payment Date, on Completion Date

15% of the Purchase Price payable as follows:

- (a) 2% of the Purchase Price to the Vendor; and  
 (b) 13% of the Purchase Price to the Singapore Academy of Law (SAL) as stakeholder, who shall pay to the Vendor:

OR

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 THE SCHEDULE — *continued*

- (i) 8% within 7 working days immediately after the stakeholder receives from the Vendor the CSC in respect of the Unit (or a certified copy thereof) served in accordance with clause 5.2; and
  - (ii) 5% or 5% less all authorised deductions on the Final Payment Date;
- (b) where the Final Payment Date is before the Completion Date —
- (i) within 14 days immediately after the Purchaser receives from the Vendor a notice of the Final Payment Date, which notice must be served by the Vendor not earlier than 14 days before the Final Payment Date
    - if the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4 — 5% of the Purchase Price to the Vendor
    - or
    - if any notice of deductions under clause 5.4 is duly served on the SAL and Vendor — 5% of the Purchase Price payable as follows:
      - (a) such amount of the 5% as being equivalent to all the authorised deductions to the SAL; and

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 THE SCHEDULE — *continued*

- (b) the balance to the Vendor;
- (ii) on Completion Date 10% of the Purchase Price payable as follows:
- (a) 2% to the Vendor; and
- (b) 8% to the SAL as stakeholder who shall pay to the Vendor such 8% within 7 working days immediately after the stakeholder receives from the Vendor the CSC in respect of the Unit (or a certified copy thereof) served in accordance with clause 5.2.
5. If however the CSC in respect of the Unit is issued before the Completion Date, the following shall instead of the provisions in item 4 be applicable for the payment of the last 15% of the Purchase Price:
- (a) where the CSC in respect of the Unit is issued before the Final Payment Date:
- (i) within 14 days immediately after the Purchaser receives the CSC in respect of the Unit (or a certified copy thereof)
- 13% of the Purchase Price payable as follows:
- (a) 8% to the Vendor; and
- (b) 5% to the SAL as stakeholder who shall pay to the Vendor such 5% or 5% less all authorised deductions on the Final Payment Date;

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 THE SCHEDULE — *continued*

- |   |  |
|---|--|
| (ii) on Completion Date   | 2% of the Purchase Price payable to the Vendor;  |
| (b) where the CSC in respect of the Unit is issued after the Final Payment Date —   |  |
| (i) within 14 days immediately after the Purchaser receives from the Vendor a notice of the Final Payment Date, which notice must be served by the Vendor on the Purchaser not earlier than 14 days before the Final Payment Date | <p>if the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4 — 5% of the Purchase Price payable to the Vendor;</p> <p>or</p> <p>if any notice of deductions under clause 5.4 is duly served on the SAL and Vendor — 5% of the Purchase Price payable as follows:</p> <p>(a) such amount of the 5% as being equivalent to all the authorised deductions to the SAL; and</p> <p>(b) the balance to the Vendor;</p> |
| (ii) within 14 days immediately after the Purchaser receives the CSC in respect of the Unit (or a certified copy thereof)   | 8% of the Purchase Price to the Vendor;  |
| (iii) on Completion Date  | 2% of the Purchase Price to the Vendor.  |

5.2 If the Completion Date is before the issue of the CSC in respect of the Unit and the provisions in item 4 of the Payment Schedule apply, the Vendor shall serve the CSC relating to the Unit (or a certified copy thereof) on the Purchaser and on the same day, also the stakeholder.



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THE SCHEDULE — *continued*

- 5.3 Subject to clause 5.10, the stakeholder must pay the sums due to the Vendor or as specified in accordance with the provisions in items 4 and 5 of the Payment Schedule on the date or within the period as provided therein.
- 5.4 If the Purchaser desires to make deductions from the 5% of the Purchase Price held or to be held by the stakeholder under items 4 and 5 of the Payment Schedule, he may serve on the stakeholder and Vendor in writing a notice of deductions from the Purchase Price.
- 5.5 The Purchaser must serve the notice of deductions under clause 5.4 on the stakeholder and Vendor on the same day and at least 7 working days before the Final Payment Date. The Purchaser may serve such notice at any time and whether or not the said 5% of the Purchase Price referred to in clause 5.4 has been paid to the stakeholder.
- 5.6 If the Vendor disputes all or any part of the deductions specified in the Purchaser's notice of deductions under clause 5.4, the Vendor may serve on the stakeholder a notice stating the amount of deductions in dispute and the amount not in dispute, if any.
- 5.7 The Vendor must serve the notice referred to in clause 5.6 on the stakeholder and the Purchaser on the same day and at least one working day before the Final Payment Date.
- 5.8 If a notice of deductions referred to in clause 5.4 is duly served on the stakeholder in accordance with clause 5.5, or a notice referred to in clause 5.6 is duly served on the stakeholder in accordance with clause 5.7, then the stakeholder shall be entitled to —
- (a) pay to the Vendor on the relevant due date or within the period as provided in item 4(a) or 5(a)(i) of the Payment Schedule, as the case may be, the amount of stakeholding money due as specified therein less the amount of deductions duly notified by the Purchaser under clause 5.4;
  - (b) pay to the Purchaser the amount of deductions notified under clause 5.4, less the amount disputed by the Vendor under clause 5.6, either on the same day or 7 working days after the Vendor's notice referred to in clause 5.6, whichever is the later; and
  - (c) subject to clause 5.10, retain the amount disputed by the Vendor, pending the settlement of the dispute regarding the amount of deductions from the Purchase Price which the Purchaser is entitled to make under this Agreement.

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THE SCHEDULE — *continued*

- 5.9 The Purchaser shall pay all instalments or amounts of the Purchase Price which are to be paid to the Vendor under items 1 to 3 of the Payment Schedule by way of cheque or cashier's order crossed "Account Payee only" drawn in favour of (*name of project account opened with bank or finance company*) or by telegraphic transfer to the aforesaid Project Account.
- 5.10 All amounts payable to or by the Singapore Academy of Law under items 4 and 5 of the Payment Schedule must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act (Cap. 294A).
- 5.11 The interest or other income derived from any part of the Purchase Price held by the Singapore Academy of Law as stakeholder shall accrue to the Singapore Academy of Law.
- 5.12 Every notice referred to in items 2 and 3 of the Payment Schedule must be accompanied by a copy of the requisite certificate of the qualified person engaged by the Vendor.
- 5.13 The certificate of the Vendor's qualified person is conclusive of the fact that the works specified in the certificate have been completed, and the Purchaser must accept a copy of the certificate without further objection or enquiry.
- 5.14 The Vendor need not give the notices referred to in item 2(d), (e) and (f) of the Payment Schedule in that order but may give them in any order.
- 5.15 Time shall be of the essence of this Agreement where payment of instalments of the Purchase Price is concerned.
- 6. Late Payment of Instalments**
- 6.1 If the Purchaser fails to pay any or any part of any instalment according to clause 5 (other than any instalment or any part thereof to be paid by the stakeholder), the Purchaser shall pay interest on the unpaid amount to the Vendor until —
- (a) the unpaid amount is paid; or
  - (b) the expiration of the repudiation notice period under clause 7.2, whichever first occurs.
- 6.2 Interest on the unpaid amount referred to in clause 6.1 shall commence on the day immediately after expiry of the relevant period or the due date for payment provided in clause 5.
- 6.3 The interest referred to in clause 6.1 shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate.

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THE SCHEDULE — *continued*

**7. Repudiation by Purchaser**

- 7.1 The Vendor has the right to treat this Agreement as having been repudiated by the Purchaser if any or any part of any instalment or amount of the Purchase Price (not being an instalment or amount to be paid by the stakeholder) and interest remains unpaid for more than 14 days after expiry of the relevant period or the due date for payment of the instalment or amount.
- 7.2 To treat this Agreement as repudiated, the Vendor must give to the Purchaser not less than 21 days' notice in writing of the Vendor's intention to treat this Agreement as having been repudiated by the Purchaser.
- 7.3 This Agreement shall be treated as annulled after the notice period referred to in clause 7.2 has expired unless the unpaid instalments or amounts and interest are paid within the notice period.
- 7.4 Once this Agreement is annulled, the Vendor has the right to —
- (a) where vacant possession of the Unit has been delivered to the Purchaser, re-enter upon and resume possession of the Unit and all interests therein;
  - (b) resell or otherwise dispose of the Unit as if this Agreement had not been entered into;
  - (c) recover from the instalments and amounts (excluding interest) previously paid by the Purchaser all interest, property tax, maintenance charges and other amounts owing and unpaid under this Agreement as at the date of annulment as well as all costs and expenses legal or otherwise incurred by the Vendor in relation to the recovery of possession of the Unit referred to in clause 7.4(a);
  - (d) forfeit and keep 20% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser; and
  - (e) if the instalments (excluding interest) previously paid by the Purchaser are not sufficient to cover the amounts referred to in clause 7.4(c) and (d), claim and recover from the Purchaser any shortfall in such amounts together with all costs and expenses (including legal costs) incurred by the Vendor in relation to such claim.
- 7.5 After deducting the amounts referred to in clause 7.4(c) and (d) from the instalments previously paid by the Purchaser and provided that the Purchaser shall have furnished to the Vendor evidence that all caveats or encumbrances registered or lodged against the Unit by the Purchaser or any person claiming through the Purchaser have been withdrawn or cancelled, the Vendor must refund the balance of those instalments not more than 21 days after one of the following dates, whichever is the later:
- (a) the date this Agreement is annulled; or

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THE SCHEDULE — *continued*

(b) where vacant possession of the Unit has been delivered to the Purchaser, the date vacant possession of the Unit is returned to or recovered by the Vendor.

Upon such refund to the Purchaser, neither party shall have any further claim against each other.

7.6 If the Vendor does not refund the balance of the instalments in accordance with clause 7.5, the Vendor shall pay interest on the unrefunded balance to the Purchaser until the unpaid balance is paid.

7.7 The interest payable under clause 7.6 shall commence on —

(a) the 22nd day after the relevant date mentioned in clause 7.5(a) or  
(b) if the evidence of withdrawal or cancellation of the caveats or encumbrances mentioned in clause 7.5 is provided to the Vendor prior to the 22nd day; or

(b) the day immediately after such evidence of withdrawal or cancellation of caveats or encumbrances is provided to the Vendor if it is provided only on or after the 22nd day;

and such interest shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate.

**8. Title and share value <sup>1</sup>and share of contribution for limited common property**

8.1 The title to the land on which the Unit is to be built shall be properly deduced.

8.2 The Purchaser may not ask for the delivery or production of deeds not in the Vendor's possession nor may he raise any requisition on or objection to them.

8.3 The share value allotted to the Unit in the schedule of strata units filed with and accepted by the Commissioner of Buildings under the Building Maintenance and Strata Management Act (Cap. 30C) is \_\_\_\_\_. The Purchaser's share of maintenance charges for the common property of the Housing Project shall be (*indicate share value of Unit against total share value of Housing Project*).

<sup>1</sup>8.4 Part of the common property of the Housing Project is designated as limited common property for the exclusive benefit of the Purchaser and purchasers of certain other units in the Housing Project. The Purchaser's share of contribution to the expenses relating solely to such limited common property shall be (*indicate share value of Unit against total share value of units with exclusive benefit of that limited common property*).

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<sup>1</sup>Delete whichever is inapplicable.

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THE SCHEDULE — *continued*

**9. Vendor's Obligations**

9.1 The Vendor must as soon as possible build the Unit, together with all common property of *the Building and* the Housing Project in a good and workmanlike manner according to the Specifications and the plans approved by the Commissioner of Building Control and other relevant authorities.

*Note:* The words "*the Building and*" may be deleted in the case of a strata landed housing development when the definition of "Building" is deleted in clause 1.1.1.

9.2 The Vendor shall at his own cost and expense —

(a) build the roads, driveways, drains, culverts and sewerage mains and (if any) gas mains serving the Unit and Housing Project according to the requirements and specifications of the Commissioner of Building Control and other relevant authorities; and

(b) lay all necessary water, electricity and sewerage mains and (if any) gas mains to serve the Unit and the Housing Project and cause the internal mains and the sanitary installations of the Unit to be connected to the water, electricity and sewerage mains and, if applicable, the gas mains of the various relevant authorities or the sewerage treatment plant of the Housing Project.

9.3 The Vendor must obtain all the necessary consents and approvals of the Commissioner of Building Control and other relevant authorities for the construction of the *Building* and Housing Project, and must comply with all the requirements of the Commissioner of Building Control and other relevant authorities for the construction of the Unit.

*Note:* The word "*Building*" may be replaced with the word "Unit" in the case of a strata landed housing development when the definition of "Building" is deleted in clause 1.1.1.

9.4 The Vendor must at his own expense obtain the Subsidiary Strata Certificate of Title for the Unit *in the Building* except where the Registrar of Titles gives a direction that no Subsidiary Strata Certificate of Title will be issued for the *units in the Building*.

*Note 1:* The words "*in the Building*" may be deleted in the case of a strata landed housing development when the definition of "Building" is deleted in clause 1.1.1.

*Note 2:* The words "*units in the Building*" may be replaced with the word "Unit" in the case of a strata landed housing development when the definition of "Building" is deleted in clause 1.1.1.

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THE SCHEDULE — *continued*

- 9.5 The Vendor must at his own expense obtain the approval of the Competent Authority under the Planning Act (Cap. 232) for the subdivision of the Housing Project, but any delay in obtaining the approval is not to be a ground for the Purchaser to delay any payment due under clause 5 or 6.

**10. Purchaser's Obligations**

- 10.1 The Purchaser must pay for all turning on fees for the supply of water and electricity and gas (if any) to the Unit.
- 10.2 Where the CSC has not been issued for the Unit, the Purchaser shall not, without the prior written consent of the Vendor, carry out or cause to be carried out any alterations or additions to the Unit which result in the Unit not having been constructed according to the plans and specifications approved by the Commissioner of Building Control.

**11. Title Surveys**

- 11.1 The Vendor must conduct or cause to be conducted all necessary title surveys relating to the subdivision of the *Building and* Housing Project and to the preparation of strata certified plans in respect of the Unit.

*Note:* The words "*Building and*" may be deleted in the case of a strata landed housing development when the definition of "Building" is deleted in clause 1.1.1.

- 11.2 The Vendor and Purchaser shall contribute in the following proportions to meet the expenses (exclusive of goods and services tax) for the title surveys and the preparation of strata certified plans referred to in clause 11.1:

Vendor	50%
Purchaser	A proportion of the balance 50% which is equal to the proportion the share value allotted to the Unit bears to the aggregate share value for the Housing Project.

- 11.3 The registered land surveyor engaged by the Vendor to conduct the title surveys and to prepare the strata certified plans shall certify the amount of contribution payable by the Purchaser. The surveyor's certificate shall be final and conclusive as to the amount of contribution payable by the Purchaser.
- 11.4 The Purchaser shall on demand pay to the Vendor the amount of contribution certified under clause 11.3 and all goods and services tax charged by law on the supply of the surveyor's services.

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THE SCHEDULE — *continued*

**12. Delivery of Possession**

- 12.1 The Vendor must deliver vacant possession of the Unit to the Purchaser within both of the following dates:
- (a) no later than \_\_\_\_\_ (the Vacant Possession Date);
  - (b) no later than 21 days commencing from the date of receipt from the Purchaser of payment of the instalment referred to in item 3 of the Payment Schedule.
- 12.2 Before delivering vacant possession of the Unit to the Purchaser, the Vendor must ensure that the Unit has been completed so as to be fit for occupation and must remove all surplus material and rubbish from the Unit, *the Building* and the Housing Project.
- Note:* The words “, *the Building*” may be deleted in the case of a strata landed housing development when the definition of “Building” is deleted in clause 1.1.1.
- 12.3 The Vendor shall deliver vacant possession of the Unit to the Purchaser by delivering a Notice of Vacant Possession in respect of the Unit.
- 12.4 The Vendor shall, subject to clauses 12.5 and 12.6, pay to the Purchaser liquidated damages if vacant possession of the Unit is delivered to the Purchaser after the date mentioned in clause 12.1(a) or (b).
- 12.5 The Vendor shall not be liable to pay liquidated damages to the Purchaser under clause 12.4 if vacant possession of the Unit is delivered to the Purchaser within the 21 days as provided in clause 12.1(b) but after the Vacant Possession Date as provided in clause 12.1(a) if —
- (a) the documents specified under item 3 of the Payment Schedule are given to the Purchaser at least 36 days before the Vacant Possession Date; and
  - (b) the Purchaser has not paid the instalment referred to in item 3 of the Payment Schedule within 14 days after receiving such documents as provided therein.
- 12.6 The Vendor shall also not be liable to pay liquidated damages to the Purchaser under clause 12.4 if the delay in delivering vacant possession of the Unit after the date mentioned in clause 12.1(a) or (b) is due to the following:
- (a) the Purchaser requests for or agrees to the delivery of vacant possession of the Unit to him at a later date; or
  - (b) for any reason for which the Vendor is not responsible, the Purchaser does not take delivery of vacant possession of the Unit until a later date.

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THE SCHEDULE — *continued*

- 12.7 Liquidated damages under clause 12.4 are to be calculated on a daily basis at the rate of 10% per annum on the total sum of all the instalments paid by the Purchaser towards the Purchase Price, and are payable commencing on the start date until vacant possession of the Unit is given to the Purchaser.
- 12.8 For the purposes of clause 12.7, “start date” means —
- (a) where clause 12.1(a) is breached, the date immediately after the Vacant Possession Date;
  - (b) where clause 12.1(b) is breached, the date immediately after the 21 days referred to therein; or
  - (c) where both clauses 12.1(a) and (b) are breached, the earlier of the dates referred to in paragraphs (a) and (b) of this clause.
- 12.9 Any liquidated damages payable to the Purchaser under clause 12.4 may be deducted from any instalment of the Purchase Price due to the Vendor.

**13. Maintenance Charges**

- 13.1 The Purchaser shall pay to the Vendor maintenance charges for the maintenance of the common property and limited common property (if applicable) of the Housing Project and the provision of cleaning and other services —
- (a) from the date the Vendor actually delivers vacant possession of the Unit to the Purchaser; or
  - (b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,
- whichever is the earlier.
- 13.2 The amount of the maintenance charges payable shall be as approved by the Commissioner of Buildings.
- 13.3 The Purchaser must also pay to the Vendor all goods and services tax charged by law on the supply of maintenance, cleaning and other services referred to in clause 13.1.
- 13.4 The maintenance charges for the first 6 months and the goods and services tax in relation to those charges are to be paid in advance in one lump sum, and are subsequently to be paid quarterly in advance.
- 13.5 The Purchaser shall continue to pay to the Vendor the maintenance charges and any goods and services tax relating to it until such time the management corporation of the Housing Project takes over from the Vendor the function of maintaining the Housing Project and the provision of cleaning and other services.



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THE SCHEDULE — *continued*

13.6 If any part of the maintenance charges or goods and services tax is not paid at the end of 14 days after it is due, the Purchaser must then pay interest calculated on a daily basis at 2% per annum above the Base Rate on such unpaid amount until such time as it is paid.

**14. Changes from Specifications and Plans**

14.1 In the course of erecting the Unit, the Vendor shall ensure that —

(a) no change to the Specifications or approved plans for or relating to the Unit shall be made unless —

(i) they have been agreed to by the Purchaser and, where required, approved by the Commissioner of Building Control and other relevant authorities; or

(ii) they are required by the Commissioner of Building Control or other relevant authorities;

(b) no substantive changes to the approved plans (including but not limited to substantive changes to location, size and dimensions) for or relating to main or key facilities, structures, buildings or areas comprised in the common property of the Housing Project (like guard house, bin centre, electrical sub-station, car park, car parking lots, swimming pool, children's playground or area, tennis courts and courts or areas for other ball games, club house or function room, barbeque pits or area, vehicular entrance and exit to the Housing Project or car park, etc.) and limited common property, if applicable, of the Housing Project shall be made —

(i) unless —

(A) notice of the changes is given to all the purchasers of the sold units in the Housing Project, or in the case of limited common property, all the purchasers of the sold units given exclusive benefit to the limited common property as at the date of the notice;

(B) no objection in writing is received from any of the purchasers of these sold units within 21 days after the date of the notice; and

(C) the changes are, where required, approved by the Commissioner of Building Control and other relevant authorities; or

(ii) unless the changes are required by the Commissioner of Building Control or other relevant authorities.

14.2 The Purchaser need not pay for the cost of any such changes.

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THE SCHEDULE — *continued*

- 14.3 In the event that any such change involves the substitution or use of cheaper materials or an omission of any works or a reduction in the scale of works originally agreed to be carried out by the Vendor, the Purchaser shall be entitled to a corresponding reduction in the Purchase Price or to damages.
- 14.4 Where any objection in writing to any substantive change to the approved plans for or relating to the common property or limited common property, as the case may be, is received from the Purchaser under clause 14.1(b)(i), the Vendor may give to the Purchaser not less than 21 days' notice in writing of the Vendor's intention to annul this Agreement.
- 14.5 This Agreement shall be treated as annulled immediately after the notice period referred to in clause 14.4 expires unless the Purchaser notifies the Vendor in writing of the withdrawal of his objection before expiry of the notice period.
- 14.6 Where the Purchaser notifies the Vendor of the withdrawal of his objection before expiry of the notice period referred to in clause 14.4, he shall be deemed not to have objected within the 21 days specified under clause 14.1(b)(i) to the substantive change to the approved plans for or relating to the common property or limited common property, as the case may be, with respect to which his objection is given.
- 14.7 Once this Agreement is annulled, the Vendor shall refund (without interest) to the Purchaser all instalments of the Purchase Price (excluding interest thereon, if any) previously paid by the Purchaser and also pay (without interest) to the Purchaser the amount of ad valorem duty paid on the purchase of the Unit by the Purchaser under the Stamp Duties Act (Cap. 312) no later than 21 days after one of the following dates, whichever is the latest:
- (a) the date this Agreement is annulled;
  - (b) the date when evidence of any caveat, mortgage, charge and other encumbrance lodged against the Unit by or on behalf of the Purchaser and any mortgagee, chargee or other encumbrancer of the Purchaser is withdrawn or discharged is given to the Vendor;  
or
  - (c) where vacant possession of the Unit has been delivered to the Purchaser, the date vacant possession of the Unit is returned to the Vendor.
- 14.8 Upon the refund and payment by the Vendor under clause 14.6, neither party shall have further claims against the other and the Vendor shall have the right to resell or otherwise dispose of the Unit as if this Agreement had not been entered into.

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THE SCHEDULE — *continued*

- 14.9 Notwithstanding clause 14.3, where any change to the Specifications and approved plans for or relating to the Unit is initiated and requested by the Purchaser and agreed by the Vendor, any reduction in the Purchase Price or the payment of any compensation or cost due to or arising from such change shall be agreed to by the Vendor and the Purchaser.
- 14.10 The following shall not, by themselves, be treated as an objection to any substantive change in the approved plans for or relating to the common property or limited common property, as the case may be, entitling the Vendor to annul this Agreement under this clause:
- (a) a dispute by a Purchaser as to whether the conditions set out in clause 14.1(b)(i) for making any substantive change to the approved plans have been satisfied; or
  - (b) a claim by a Purchaser to any reduction in Purchase Price or to damages under clause 14.3, or a dispute by the Purchaser as to the amount of such reduction in the Purchase Price or such damages.

**15. Certificate of Statutory Completion (CSC)**

- 15.1 The Vendor must at his own cost and expense do everything necessary to procure the issue of the CSC for the Unit, and must produce that CSC or a certified copy thereof to the Purchaser once it is issued.
- 15.2 At any time after delivery of vacant possession of the Unit to the Purchaser but before the issue of the CSC for the Unit, the Vendor and his workmen or agents have the right to make such alterations and additions to the Unit as may be required by the Commissioner of Building Control, and the Purchaser agrees to grant them access to the Unit at reasonable times for that purpose.
- 15.3 If the issue of a CSC in respect of the Unit is refused, withheld or delayed owing to any alteration or addition carried out or caused to be carried out by the Purchaser without the Vendor's prior written consent, or some other act or omission by the Purchaser, the Vendor may by notice in writing require the Purchaser to take such measures within 30 days of that notice as are necessary to enable the Vendor to obtain the CSC.
- 15.4 If the Purchaser does not comply with the Vendor's notice under clause 15.3, the Vendor and his workmen or agents have the right to enter the Unit to make such necessary alterations and additions to the Unit as may be required by the Commissioner of Building Control, and to recover from the Purchaser the cost of the alterations and additions (including any goods and services tax payable thereon).

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THE SCHEDULE — *continued*

**16. Completion**

- 16.1 The Vendor must give to the Purchaser a Notice to Complete requiring completion of the sale and purchase of the Unit in accordance with this clause no later than \_\_\_\_\_ or 3 years after the date of delivery of vacant possession of the Unit, whichever is the earlier.
- 16.2 Completion must take place 14 days after the Purchaser receives the Vendor's Notice to Complete.
- 16.3 The completion of the sale and purchase of the Unit shall take place at the office of the Vendor's solicitors.
- 16.4 On completion, the Vendor must execute a proper conveyance to the Purchaser of the Unit. The Vendor must also deliver to the Purchaser a duplicate Subsidiary Strata Certificate of Title for the Unit *in the Building* unless the Registrar of Titles has directed that no Subsidiary Strata Certificate of Title will be issued for the *units in the same Building*. The conveyance shall be prepared by and at the expense of the Purchaser.
- Note:* The words "*in the Building*" may be deleted and the words "*units in the same Building*" may be replaced by the word "Unit" in the case of a strata landed development when the definition of "Building" is deleted in clause 1.1.1.
- 16.5 If for any reason the Vendor does not give a Notice to Complete by the date specified in clause 16.1, the Vendor must pay to the Purchaser liquidated damages.
- 16.6 Liquidated damages under clause 16.5 are to be calculated on a daily basis at the rate of 10% per annum on the total instalments paid by the Purchaser towards the Purchase Price, and shall commence on the date immediately after the date specified in clause 16.1 until the date the Notice to Complete is actually given to the Purchaser.
- 16.7 Any liquidated damages payable to the Purchaser under clause 16.5 may be deducted from any instalment of the Purchase Price due to the Vendor.
- 16.8 Notwithstanding completion of the purchase of the Unit, the terms of this Agreement which are not fulfilled shall remain in effect as between the Vendor and Purchaser.

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THE SCHEDULE — *continued*

**17. Defects Liability Period**

- 17.1 The Vendor must make good at his own cost and expense any defect in the Unit, the Housing Project, the common property or limited common property (if applicable) which becomes apparent within the defects liability period, namely, the period of 12 months —
- (a) from the date the Vendor actually delivers vacant possession of the Unit to the Purchaser; or
  - (b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,
- whichever is the earlier.
- 17.2 The Vendor must make good any such defect within one month of his receiving a notice from the Purchaser requiring the Vendor to make good such defect, failing which the Purchaser may notify the Vendor in writing of the following:
- (a) the estimated cost of carrying out the rectification works as indicated in a quotation of the charges for those works from a building or renovation contractor; and
  - (b) the Purchaser's intention to cause the rectification works to be done by his own workmen, agents or contractors if the Vendor fails to carry out those works within 14 days immediately after the date of the notice.
- 17.3 The Purchaser's notice referred to in clause 17.2 must be given to the Vendor together with a copy of the quotation of the building or renovation contractor referred to in clause 17.2(a).
- 17.4 If the Vendor, after having been duly notified under clause 17.2, fails to carry out the rectification works to make good the defect within the specified time, the Purchaser has the right to cause the rectification works to be carried out and to recover from the Vendor the cost of those rectification works. The Purchaser may deduct the cost of those rectification works from the sum held by the Singapore Academy of Law as stakeholder for the Vendor for this purpose.
- 17.5 This clause does not excuse the Vendor from his obligations under clause 15.

**18. Errors, omissions and misdescription**

- 18.1 On the execution of this Agreement, the Vendor shall furnish to the Purchaser a copy of a certificate issued by a registered land surveyor certifying that the area of the Unit is the area derived from the dimensions shown on the plans approved by the Commissioner of Building Control and other relevant authorities.

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THE SCHEDULE — *continued*

- 18.2 Any error, omission or misdescription of the area of the Unit does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor, the Purchaser has the right to an adjustment of the Purchase Price calculated in accordance with clause 18.3.
- 18.3 Where, on completion of a title survey as approved by the Chief Surveyor, the area of the Unit is ascertained to be less than the area stated in this Agreement, the Purchase Price shall be reduced as follows:

<i>Deficiency</i>	<i>Reduction</i>
(a) Not more than 3% of the area stated in this Agreement	No reduction
(b) More than 3% of the area stated in this Agreement	Reduction at the rate of the Unit Purchase Price for every square metre (or part thereof) of deficiency which is in excess of 3% of the area stated in this Agreement.

Any adjustment of the Purchase Price under this clause shall be made on Completion Date and may be deducted from any instalment of the Purchase Price due to the Vendor under item 4 or 5 of the Payment Schedule, as the case may be.

- 18.4 The Vendor does not have the right to any adjustment in the Purchase Price if, on completion of the title survey as approved by the Chief Surveyor, it is discovered that the area of the Unit is more than the area stated in this Agreement.

**19. Taxes**

- 19.1 The Purchaser shall as from the date immediately after the date of receipt of the documents specified under item 3 of the Payment Schedule, be responsible for payment of all property tax and other outgoings levied in respect of the Unit, and must on demand reimburse the Vendor for all such property tax and outgoings which may have been paid by the Vendor for any period immediately after the said date.
- 19.2 Where any property tax and other outgoings levied in respect of the Unit for any period up to the date of receipt of the documents specified under item 3 of the Payment Schedule have been paid by the Purchaser, the Vendor must on demand reimburse the Purchaser for all such property tax and outgoings apportioned up to (and including) that date.

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THE SCHEDULE — *continued*

- 19.3 The Purchaser must pay to the Vendor all goods and services tax charged by law on the supply of any goods or services under this Agreement.
- 19.4 The Purchaser must on demand pay to the Vendor goods and services tax either —
- (a) within the time stated in this Agreement for the payment of such goods and services supplied; or
  - (b) in whatever manner required by law or by the Comptroller of Goods and Services Tax.
- 19.5 If such goods and services tax remains unpaid when due, the Purchaser must pay interest (calculated on a daily basis at the rate of 2% per annum above the Base Rate) on the unpaid tax from the day after it becomes due until such time as it is paid.

**20. Mediation**

- 20.1 The Vendor and Purchaser agree that before they refer to any dispute or difference relating to this Agreement to arbitration or court proceedings, they shall consider resolving the dispute or difference through mediation at the Singapore Mediation Centre in accordance with the prevailing prescribed forms, rules and procedure.
- 20.2 For the avoidance of doubt, this clause shall not amount to a legal obligation on the part of either the Vendor or Purchaser to attempt mediation as a means of resolving their dispute or difference.

**21. Exclusion of Contracts (Rights of Third Parties) Act (Cap. 53B)**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

Any of the following provisions (A to G) may, if applicable, be inserted in the Agreement if —

- (a) the condition, restriction or requirement stated therein is imposed by any relevant competent authority in the grant of permission, approval or clearance for or in relation to the carrying out of the Housing Project;
- (b) information on such condition, restriction or requirement is provided to the Purchaser prior to the Vendor accepting the Booking Fee from the purchaser for the grant of the Option to Purchase for the Unit pursuant to rule 10(4)(a) of, read with Form 3 of the Schedule to, the Housing Developers Rules.

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THE SCHEDULE — *continued*

**A <sup>2</sup>Balconies, rooftop, reinforced concrete flat roofs, open trellises, reinforced concrete ledge, planter box, open trellis and car parks**

The Purchaser acknowledges that he is aware that —

- (a) the balconies (if any) in the Unit cannot be converted for any other uses for any reason whatsoever unless prior written approvals of the relevant competent authority and the Vendor or the management corporation (when formed) are first obtained;
- (b) no structures or uses (other than the use as approved by the relevant competent authority) are allowed on the rooftop of the Unit or Housing Project unless prior written approvals of the relevant competent authority and the Vendor or the management corporation (when formed) are first obtained;
- (c) access to all reinforced concrete flat roofs in the Housing Project is prohibited save for maintenance purposes by the Vendor or the management corporation (when formed) or in times of emergency;
- (d) the open trellis on the roof of the Unit or Housing Project are not to be enclosed or roofed over unless prior written approval of the relevant competent authorities are first obtained;
- (e) the area below the open trellis on the roof of the Unit or Housing Project shall not be converted to usable space;
- (f) all reinforced concrete ledges (e.g. air-conditioning condenser ledges) in the Unit and Housing Project shall not be converted for any other uses unless prior written approvals of the relevant competent authorities are first obtained;
- (g) the approved planter boxes in the Unit are not to be converted to balcony space unless prior written approvals of the relevant competent authority and the Vendor or the management corporation (when formed) are first obtained; and
- (h) the open car parks in the Housing Project shall not be roofed over in any way unless prior written approvals of the relevant competent authorities are first obtained.

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<sup>2</sup>Any of the above facilities may be deleted if not applicable. Reference to other similar facilities may, if applicable, be inserted.



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THE SCHEDULE — *continued*

**B Car Parking Lots**

The Purchaser acknowledges that he is aware that the car parking lots in the Housing Project, regardless of whether they form part of the common property of the Housing Project or part of the Unit, are to be used solely for the purpose of car parking only and no other purposes (including the carrying out of car repair works) unless prior written approvals of the relevant competent authority and the Vendor or the management corporation (when formed) are first obtained.

**C <sup>2</sup>Landscaped Deck/Landscaped Communal Area/Sky Terrace**

The Purchaser acknowledges that he is aware that the landscaped deck/landscaped communal area/sky terrace in the Housing Project shall be landscaped and kept for communal use only as shown in the plans approved under the Planning Act (Cap. 232) and shall not be enclosed or converted for other uses unless the prior written approvals of the relevant competent authority and the Vendor or the management corporation (when formed) are first obtained.

**D <sup>2</sup>External Staircase and Roof Terrace**

The Purchaser acknowledges that he is aware that no enclosure, shelter, roof, cover or any structure whatsoever may be erected or constructed over or for any of the following within the Housing Project:

- (a) the uncovered external staircases;
- (b) the open roof terraces and other roof terrace.

**E <sup>2</sup>Roofing Over/Enclosing Private Enclosed Space, Open Terrace, Roof Garden and Balcony**

The Purchaser acknowledges that he is aware that the private enclosed space(s) and/or open terrace(s) and/or roof garden(s) and/or balcony(ies) in the Unit (collectively known as the “Open-Air Spaces”) (if any) are designed and intended to be open to the sky / open-air spaces and that the Purchaser shall therefore not be entitled to cause or require the Open-Air Spaces (if any) to be roofed over or enclosed in any manner or form unless the prior written approvals of the relevant competent authorities and the Vendor or the management corporation (when formed) are first obtained, nor shall he be entitled to raise objections to the fact that the Open-Air Spaces (if any) is/are open to the sky.

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<sup>2</sup>Any of the above facilities may be deleted if not applicable. Reference to other similar facilities may, if applicable, be inserted.

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THE SCHEDULE — *continued*

**F Tree Planting Strips**

The Purchaser acknowledges that he is aware that the tree planting strips in the Housing Project are and shall remain as part of the communal open space and cannot be fenced up and/or included as part of the Unit.

**G Common Party Walls**

The Purchaser acknowledges that he is aware that no openings may be made along the common party walls unless the prior written approval of the relevant competent authority is first obtained.

**22. Governing law**

This Agreement is governed by Singapore law.

THE FIRST SCHEDULE

SPECIFICATIONS OF THE BUILDING

1. Foundation

State the type of foundation and material used (e.g. bore piles, precast concrete piles, steel H-piles, tanalised timber piles or bakau piles).

2. Superstructure

State the type of materials used (e.g. reinforced concrete using Grade 30 concrete manufactured from Portland Cement complying with SS26 steel reinforcement bar complying with SS22).

3. Walls

- (a) External Wall — state the material used.
- (b) Internal Wall — state the material used.

4. Roof

(a) Pitched roof:

- (i) state the roof covering material used;
- (ii) state the type of insulation where provided;
- (iii) state the type of roof truss construction and the treatment provided; or

(b) Flat roof:

State the concrete roof with appropriate water proofing and insulation where provided.

5. Ceiling

State the type and material of ceiling to be provided and location.

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 THE SCHEDULE — *continued*

## 6. Finishes

## (a) Wall:

- (i) state the type and extent of internal finishes (e.g. full height ceramic wall tiles for kitchen and bathrooms);
- (ii) state the type of external finishes (e.g. plaster/others to specify).

## (b) Floor:

- (i) state the type and location of internal floor finishes (e.g. ceramic tiles for living room and parquet for bedrooms);
- (ii) state the type, location and extent of floor finishes of external areas.

## 7. Windows

- (a) State the type and material of windows and location (e.g. sliding anodised aluminium framed window to living room);
- (b) State the type of glazing and minimum thickness (e.g. tinted glass).

## 8. Doors

- (a) State the type and material of doors and location (e.g. plywood flush door to all bedrooms);
- (b) State the type of glazing and minimum thickness (e.g. tinted glass);
- (c) State the make/brand or equivalent of locks to be provided.

## 9. Sanitary Fittings

State the type and location (e.g. vanity basin, one water closet, one long bath, one soap holder, one towel rail to the master bedroom).

## 10. Electrical Installation

- (a) State whether wiring is concealed ) e.g. Ceiling light — 7
- (b) State the type and number of lighting and power points ) e.g. 15 amp power — 2 points

11. TV/Cable Services/<sup>3</sup>FM/Telephone points

State the number of TV/Cable Services/<sup>3</sup>FM/Telephone points ) e.g. Telephone — 5 points

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<sup>3</sup>Reference to “FM points” may be deleted if inapplicable.

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THE SCHEDULE — *continued*

## 12. Lightning Protection

Lightning Protection System shall be provided in accordance with Singapore Standard CP.

## 13. Painting

- (a) State whether paint is oil-based or water-based;
- (b) State whether it is internal or external.

## 14. Water Proofing

State the locations.

## 15. Driveway and Car Park

State the finishes.

## 16. Recreation facilities

Where provided specify as follows:

- (a) Swimming Pool — Specify dimensions or estimated surface area;
- (b) Tennis Courts — Specify number provided and type of surface finishings;
- (c) Squash Courts — Specify number provided and type of surface finishings;
- (d) Others — To specify.

## 17. Additional Items

Where provided specify as follows:

- (a) Kitchen Cabinets — Specify the type of cabinets and surface finishings provided;
- (b) Bedroom Wardrobe — Specify the type of cabinets and their materials and surface finishings provided in each bedroom;
- (c) Air-conditioners — Specify the number and type provided and their locations;
- (d) Others — To specify, e.g. gondola supports, brackets, metal platforms.

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THE SCHEDULE — *continued*

**Notes to Specifications**

(Any of the notes (A to Q) below which is applicable may be inserted. Any item in any of the notes which is not relevant to the Housing Project may be deleted.)

**A Marble/Compressed Marble/Limestone/Granite/(Other natural stone materials — please specify)**

Marble/compressed marble/limestone/granite/(other natural stone materials — please specify) are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-conformity in the marble/compressed marble/limestone/granite/(other stone materials — please specify) as well as non-uniformity between pieces cannot be totally avoided. Granite tiles are pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble, cannot be re-polished after installation. Hence, some differences may be felt at the joints.<sup>1</sup>Subject to clause 14.3, the tonality and pattern of the marble, limestone or granite selected and installed shall be subject to availability.

**B Timber strips**

Timber strips are natural materials containing veins and tonal differences. Thus, it is not possible to achieve total consistency of colour and grain in their selection and installation. Timber strips are also subject to thermal expansion and contraction beyond the control of builder and vendor. Natural timber that is used outdoors will become bleached due to sunlight and rain. Thus, the cycle of maintenance on staining will need to be increased as required. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 9 and clause 17.

**C Air-conditioning system**

To ensure good working condition of the air-conditioning system, the system has to be maintained and cleaned on a regular basis by the Purchaser. This includes the cleaning of filters, clearing of condensate pipes and charging of gas. The Purchaser is advised to engage his/her own contractor to service the air-conditioning system regularly.

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<sup>1</sup>Delete if not applicable.

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THE SCHEDULE — *continued*

**D Television and/or Internet Access**

The Purchaser is liable to pay annual fee, subscription fee and such other fees to the television and/or internet service providers or any other relevant party or any relevant authorities. The Vendor is not responsible to make arrangements with any of the said parties for the service connection for their respective channels and/or internet access.

**E Materials, Fittings, Equipment, Finishes, Installations and Appliances**

Subject to clause 14.3, the brand, colour and model as specified for all materials, fittings, equipment, finishes, installations and appliances to be supplied shall be provided subject to Architect's selection and market availability.

**F Layout/Location of Wardrobes, Cabinets, Fan Coil Units, Electrical Points, Television Points, Telecommunication Points, Audio Intercom System, Door Swing Positions and Plaster Ceiling Boards**

Layout/Location of wardrobes, kitchen cabinets, fan coil units, electrical points, television points, telecommunication points, audio intercom system, door swing positions and plaster ceiling boards are subject to Architect's final decision and design.

*Note:* If any of the items: wardrobes, kitchen cabinets, fan coil units, electrical points, door swing positions and plaster ceiling boards, is not relevant to the Housing Project, its reference may be omitted from the note.

**G Warranties**

Where warranties are given by the manufacturers and/or contractors and/or suppliers of any of the equipment and/or appliances installed by the Vendor at the Unit, the Vendor will assign to the Purchaser such warranties at the time when vacant possession of the Unit is delivered to the Purchaser. Notwithstanding this assignment, the Vendor shall remain fully responsible for the performance of its obligations under clause 9 and clause 17.

**H Web Portal of the Housing Project**

The Purchaser will have to pay annual fee, subscription fee or any such fee to the service provider of the Web Portal of the Housing Project as may be appointed by the Vendor or the Management Corporation when it is formed.

**I False Ceiling**

The false ceiling space provision allows for the optimal function and installation of M&E services. Access panels are allocated for ease of maintenance access to concealed M&E equipment for regular cleaning purposes. Where removal of equipment is needed, ceiling works will be required. Location of false ceiling is subject to the Architect's sole discretion and final design.

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THE SCHEDULE — *continued*

**J Glass**

Glass is manufactured material that is not 100% pure. Invisible nickel sulphide impurities may cause spontaneous glass breakage, which may occur in all glass by all manufacturers. The Purchaser is recommended to take up home insurance covering glass breakage to cover this possible event. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 9 and clause 17.

*Note:* Developers who insert this note are required to disclose the contents of this note to Purchasers before the issue of the Option to Purchase.

**K Laminated Flooring**

Laminated flooring is manufactured material which contains tonality differences to match natural wood finish. Thus, it is not possible to achieve total consistency of colour and grain in its selection and installation. Laminated floors are installed in modular planks and are subject to thermal expansion and contraction beyond the control of builder and vendor. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clause 9 and clause 17.

**L Mechanical Ventilation System**

Mechanical Ventilation fans and ductings are provided to toilets which are not naturally ventilated.

To ensure good working condition of the mechanical ventilation system, the mechanical ventilation system for the exhaust system within internal toilets (where applicable) is to be maintained by the Purchaser on a regular basis.

**M Mechanised Car Parking System**

The mechanised car parking system has to be maintained regularly by the specialist to ensure that it is in good and proper working condition.

**N Prefabricated Toilets**

Certain bathroom and W.C. may be prefabricated construction and all penetrations are sealed at manufacturer's factory prior to installation on site. Any subsequent penetrations are not recommended as they will compromise the waterproofing warranty.

**O Planters**

Planters are designed to take the loading of potted plants only. No soil material or turf/plants will be provided in the planters.

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 THE SCHEDULE — *continued*
**P Wall**

All wall finishes shall be terminated at false ceiling level. There will be no tiles/stone works behind <sup>1</sup>kitchen cabinets/long bath/vanity cabinet/mirror.

**Q Dimmable Switches with Remote Control**

The <sup>1</sup>living/dining room and master bedroom will be provided with dimmable switches for selected lighting points, which are suitable only for incandescent and halogen bulbs up to a maximum of \_\_\_ watts (please fill in accordingly). The Purchaser will have to make his/her own arrangements for modification if other types of lights are used.

## GENERAL DESCRIPTION OF HOUSING PROJECT

Details of building specifications:

Types of residential and commercial units located in the Housing Project:

Total number of units in each class:

Description of common property:

<sup>4</sup>Description of limited common property which the Purchaser is entitled to the benefit of:

<sup>4</sup>Description and particulars of units the purchasers of which are entitled to the exclusive benefit of the limited common property:

<sup>5</sup>Total number of car parking spaces:

Description of car parking spaces: (Specify the type and number of parking spaces, e.g. the number of surface parking lots, basement parking lots, mechanical parking lots or handicapped lots. For mechanical parking lots, specify the maximum dimensions of the vehicles which may use the mechanical parking lots.)

Purpose of Housing Project and restrictions as to use:

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<sup>1</sup>Delete whichever is inapplicable.

<sup>4</sup>Applicable if any common property of the Housing Project is designated as limited common property.

<sup>5</sup>Applicable if the number of car parking spaces is less than the number of units in the Housing Project.



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THE SCHEDULE — *continued*

SIGNED by or for the VENDOR

In the presence of

\_\_\_\_\_

SIGNED by or for the PURCHASER

In the presence of

\_\_\_\_\_

THE SECOND SCHEDULE

AMENDMENTS TO THE SALE AND PURCHASE AGREEMENT

The terms of this Agreement shall be amended as follows:

<sup>6</sup>THE THIRD SCHEDULE

TRANSACTION PARTICULARS

1. Purchaser:

Name: \_\_\_\_\_

NRIC/Passport/Company Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

2. Booking Fee: S\$ \_\_\_\_\_

3. Purchase Price: S\$ \_\_\_\_\_

4. Option to Purchase: Number: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>6</sup>The heading “The Third Schedule” may be labelled in other manner so that it runs alphabetically or numerically with other schedules or attachments to the Agreement.

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 THE SCHEDULE — *continued*

## 5. Unit:

The <sup>1</sup>flat/Condominium Unit in the Housing Project known or to be known as \_\_\_\_\_ (address) \_\_\_\_\_, situated on the \_\_\_ storey of the Building and having an estimated floor area of \_\_\_ square metres (as shown in the registered land surveyor's certificate on strata area)

or

(applicable for strata landed housing development and to be used in place of the term "Building")

The <sup>1</sup>strata detached/strata semi-detached/strata terrace house in the Housing Project known or to be known as \_\_\_\_\_ (address) \_\_\_\_\_ and having an estimated floor area of \_\_\_\_\_ square metres (as shown in the registered land surveyor's certificate on strata area), built/to be built/being built by the Vendor on part of the land in the District of \_\_\_ in the Republic of Singapore being part of Government Resurvey Lot \_\_\_\_\_ of <sup>1</sup>Mukim/Town Subdivision \_\_\_ and forming part of the land contained in <sup>1</sup>Statutory Land Grant No. \_\_\_\_\_ / State Lease No. \_\_\_\_\_.

## 6. Unit Purchase Price: S\$\_\_\_\_\_ per square metre.

\_\_\_\_\_

<sup>1</sup>Delete whichever is inapplicable."

**Miscellaneous amendments****15.** The principal Rules are amended —

- (a) by deleting the words "Form A" in rule 9(1) and substituting the words "Form 1";
- (b) by deleting the words "Form B" in rule 10(1) and substituting the words "Form 2";
- (c) by deleting the words "Form D" in rule 12(1) and substituting the words "Form 4"; and
- (d) by deleting the words "Form E" in rule 12(2) and substituting the words "Form 5".

**Savings and transitional provisions**

**16.—**(1) An option granted by a housing developer before 18th May 2012 to any person for the purchase of any unit in any housing project shall continue to be in force as if these Rules had not been made until the option has lapsed or has been exercised by the intending purchaser.

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(2) Where an option referred to in paragraph (1) is exercised by the intending purchaser on or after 18th May 2012, the agreement to be entered into between the housing developer and the intending purchaser for the sale and purchase of the unit shall continue to be in the appropriate Form prescribed by the principal Rules in force before 18th May 2012.

(3) Where a purchaser of any unit in a housing project —

(a) under an agreement to purchase made, pursuant to paragraph (2), in the Form prescribed by the principal Rules in force before 18th May 2012; or

(b) under an agreement to purchase made before 18th May 2012, subsequently assigns all his right, title or interest under that agreement, the new agreement to be entered into between the housing developer and the assignee for the sale and purchase of that unit shall, subject to paragraph (4), be in the appropriate Form in the Schedule to the principal Rules in force on or after 18th May 2012.

(4) The amount of, and time for payment for, each instalment of the purchase price payable which is to be set out in the agreement between the housing developer and —

(a) the assignee referred to in paragraph (3); or

(b) any subsequent assignee,

shall, unless the Controller otherwise approves in writing, be in accordance with the terms of the Payment Schedule in the original agreement for the sale and purchase of the unit between the housing developer and the original purchaser.

(5) Where a housing developer has before 18th May 2012 obtained the approval in writing of the Controller to extend a Deferred Payment Scheme to purchasers of the units or some of the units in a housing project, the housing developer shall, unless the prior approval in writing of the Controller is obtained, continue to —

(a) observe and comply with the terms and conditions subject to which the approval of the Controller to extend the Deferred Payment Scheme was given;

(b) extend the Deferred Payment Scheme to purchasers of units in the housing project sold on or after 18th May 2012 in accordance with the approval of the Controller notwithstanding anything to the contrary contained in the

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new sale and purchase agreement in the appropriate Form prescribed by the principal Rules in force on or after 18th May 2012.

(6) In paragraph (5), “Deferred Payment Scheme” means the payment scheme as set out in an agreement for the sale and purchase of a unit in a housing project whereby the payment of any part of the purchase price for the unit is deferred to a date later than that as specified in the sale and purchase agreement in the appropriate Form prescribed by the principal Rules in force immediately before 18th May 2012.

*[G.N. Nos. S 566/99; S 444/2000; S 812/2005; S 223/2006; S 87/2007]*

Made this 17th day of April 2012.

BENNY LIM  
*Permanent Secretary,  
Ministry of National Development,  
Singapore.*

[ND 202/1-57 Part 17; AG/LLRD/SL/130/2011/2 Vol. 1]

(To be presented to Parliament under section 22(5) of the Housing Developers (Control and Licensing) Act).