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No. S 168

HOUSING AND DEVELOPMENT ACT (CHAPTER 129)

HOUSING AND DEVELOPMENT (AGREEMENTS FOR SALE AND PURCHASE) (AMENDMENT) RULES 2014

In exercise of the powers conferred by section 65(1) of the Housing and Development Act, the Minister for National Development hereby makes the following Rules:

Citation and commencement

1. These Rules may be cited as the Housing and Development (Agreements for Sale and Purchase) (Amendment) Rules 2014 and shall come into operation on 10th March 2014.

Deletion and substitution of Schedule

2. The Schedule to the Housing and Development (Agreements for Sale and Purchase) Rules (R 11) is deleted and the following Schedule substituted therefor:

“THE SCHEDULE

Rule 3

FORM

OPTION TO PURCHASE

Option Date : _____

Flat address : _____ (“Flat”)

1. Details

Purchase Price	\$ _____	(“Purchase Price”)
Option Fee (Up to a maximum of \$1,000)	\$ _____	(“Option Fee”)
Option Expiry Date and Time (Date: State 21st calendar day after the Option Date)	on _____ (dd/mm/yy) at 4:00 p.m.	(“Option Expiry”)

 THE SCHEDULE — *continued*

	Name	NRIC Number
Seller	(1)	
	(2)	
	(3)	
	(4)	
Buyer	(1)	
	(2)	
	(3)	
	(4)	

2. Option to Purchase

- 2.1 The Seller has received the Option Fee from the Buyer.
- 2.2 In consideration of the Option Fee, the Seller grants to the Buyer the option to buy the Flat upon the terms set out in this Option to Purchase (“Option”).

3. Confirmation by Seller

- 3.1 The Seller confirms that as at the Option Date, he has either —
- (a) satisfied the minimum occupation period determined by the HDB;
 - or
 - (b) not satisfied the minimum occupation period but has obtained the HDB’s prior written consent for the sale of the Flat.
- 3.2 If the Seller has not met the requirement in Clause 3.1, this Option will be null and void. The Seller will return to the Buyer any moneys paid by the Buyer to the Seller, whether or not the Buyer has exercised this Option. The Buyer may pursue any other claim he may have against the Seller.

4. Request for Valuation

- 4.1 Where the Buyer intends to finance the purchase of the Flat using his CPF moneys or a mortgage loan or both, the Buyer must, by the next working day after the Option Date, submit to the HDB —
- (a) a request, in the form and manner required by the HDB, to have the value of the Flat assessed by a valuer appointed by the HDB (“Valuation Request”); and
 - (b) a copy of this Option.
- 4.2 The Seller consents to the Buyer submitting the Valuation Request to the HDB.
- 4.3 The Seller must, within 4 working days after the day the Buyer submits the Valuation Request to the HDB, allow a valuer appointed by the HDB to enter the Flat at any time in the day to assess the value of the Flat.

THE SCHEDULE — *continued*

5. Expiry of Option

This Option will expire on the Option Expiry. If the Buyer does not exercise this Option in the manner set out below, this Option will be null and void.

6. Exercise of Option by Buyer

6.1 To exercise this Option, the Buyer must do all of the following on or before the Option Expiry:

- (a) sign the “Acceptance” in this Option;
- (b) deliver the signed Option (original copy) to the Seller*; and
- (c) pay the Seller \$ _____ (“Option Exercise Fee”).

The Option Fee and the Option Exercise Fee together (“the Deposit”) must not exceed \$5,000.

**If the Seller wishes to authorise another party to receive the signed Option and Option Exercise Fee, he must complete Form A in this Option.*

6.2 This Option and the Acceptance signed by the Buyer will form a binding contract for the sale and purchase of the Flat. The Deposit will form part of the Purchase Price to secure the performance of the terms and conditions in this Option and completion of the sale and purchase.

7. Non-Exercise of Option

If the Buyer does not exercise this Option in the manner stated in this Option, and provided the Seller has met the requirement in Clause 3.1 —

- (a) the Seller is entitled to retain the Option Fee; and
- (b) neither party will have any claim against the other.

8. Buyer not to assign this Option

The Buyer must not assign or transfer his rights or obligations under this Option to any other person.

Terms and Conditions for Sale and Purchase**9. General**

9.1 In this Option —

“Completion Date” means the date on which completion of the sale and purchase of the Flat is to take place in accordance with Clause 13;

“CPF” means the Central Provident Fund established under the Central Provident Fund Act (Cap. 36);

“HDB” means the Housing and Development Board established under the Housing and Development Act (Cap. 129);

“Law Society Conditions” means the conditions of sale known as “The Law Society of Singapore’s Conditions of Sale 1999”;

THE SCHEDULE — *continued*

“Seller” and “Buyer” include the Seller’s and Buyer’s personal representatives, successors-in-title and assigns;

“working day” means any day from Monday to Saturday which is not a public holiday.

- 9.2 Words expressing the singular include the plural and vice versa.
- 9.3 Words referring to the male gender include the female gender.
- 9.4 If there is more than one Seller or more than one Buyer, their obligations under this Option can be enforced against them all jointly or against each of them individually.

10. Agreement for sale and purchase

10.1 The Seller sells to the Buyer, free from all encumbrances, the remaining leasehold interest in the Flat at the Purchase Price.

*10.2 The sale includes the movable property, fittings and other items (“Movable Property”) in the Flat as listed in the Schedule attached to this Option and signed by the parties. The Seller warrants that the Movable Property is his own property free from any rental agreement, hire purchase agreement or other third party interest.

** Delete if not applicable.*

- 10.3 The Flat is sold subject to —
- (a) the Housing and Development Act (Cap. 129) and any rules made under the Act;
 - (b) the terms and conditions of sale and purchase of an HDB resale flat as prescribed by the HDB from time to time;
 - (c) the policies of the HDB in force from time to time;
 - (d) the terms and conditions of this Option;
 - (e) the conditions in the Law Society Conditions which —
 - (i) apply to a sale by private contract; and
 - (ii) are not varied by or inconsistent with the terms and conditions in this Option; and
 - (f) the terms, covenants and conditions in the Agreement for Lease, Lease and Memorandum of Lease including any variation or supplement of such documents.

11. Liability for upgrading works

- 11.1 The Flat is sold subject to the HDB’s upgrading programmes.
- 11.2 The parties are aware that under section 65F of the Housing and Development Act, the owner of the Flat, as at the date of the HDB’s written demand, is liable to pay to the HDB the costs of any upgrading works that are payable by the owner to the HDB under Part IVA of that Act.

THE SCHEDULE — *continued*

11.3 Once the sale and purchase of the Flat is completed, the Buyer is regarded as the owner of the Flat.

12. Application for HDB's approval

The Seller and Buyer will within _____ calendar days after the date of exercise of this Option, jointly apply to the HDB for its approval for the sale and purchase of the Flat.

13. Completion Date

Unless extended by the HDB, the Completion Date will be within 8 weeks after the date of the HDB's first appointment with the Seller and Buyer for the sale and purchase of the Flat.

14. Seller's obligations

14.1 The Seller must, within 7 working days after the request of the HDB or the Buyer's solicitor —

- (a) produce such documents;
- (b) sign such documents;
- (c) make such declarations; or
- (d) provide such information,

to the HDB or the Buyer's solicitor, as may be required to obtain the HDB's approval for the sale of the Flat.

14.2 The Seller must allow the HDB, or any of its authorised officers, to enter the Flat at any time in the day to check for unauthorised works or for such other purposes as may be required by the HDB.

14.3 The Seller must carry out such acts and sign such documents as the HDB or the Buyer's solicitor may direct to discharge any existing mortgage, charge, third party caveat or other encumbrance with respect to the Flat on or before completion.

14.4 The Seller must at his own cost before the Completion Date —

- (a) take down and remove all fixtures, fittings, structures or works done within the Flat not approved by the HDB;
- (b) repair and make good any resulting defects in the Flat; and
- (c) remove and dispose of all resulting surplus or waste materials from the Flat.

14.5 The Seller agrees to take such steps as the Buyer may reasonably request to help the Buyer obtain the HDB's approval for the purchase of the Flat.

14.6 If the sale proceeds are insufficient to —

- (a) refund any CPF moneys used by the Seller for the Flat together with accrued interest;

THE SCHEDULE — *continued*

(b) discharge in full any mortgage loan granted to the Seller by the HDB; or

(c) repay any moneys owing by the Seller to the HDB,

the Seller must make such payments to the HDB, if the HDB so requires.

15. Buyer's obligations

15.1 The Buyer must, within 7 working days after the request of the HDB or the Seller's solicitor —

(a) produce such documents;

(b) sign such documents;

(c) make such declarations; or

(d) provide such information,

to the HDB or the Seller's solicitor, as may be required to obtain the HDB's approval for the purchase of the Flat.

15.2 The Buyer agrees to take such steps as the Seller may reasonably request to help the Seller obtain the HDB's approval for the sale of the Flat.

16. Non-approval of sale and purchase

16.1 If the HDB's approval for the sale and purchase of the Flat is not obtained or is revoked before the Completion Date and it is not due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements —

(a) the sale and purchase will be cancelled;

(b) this Option will be rescinded and become null and void and of no further effect;

(c) the Seller will immediately, without demand, refund to the Buyer the Option Fee, Option Exercise Fee and any other moneys paid by the Buyer to the Seller, without any interest or deduction;

(d) each party will bear his own costs in the matter; and

(e) neither party will have any other claim against the other.

16.2 If the HDB's approval for the sale and purchase of the Flat is not obtained or is revoked before the Completion Date and it is due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements, the other party will be entitled to enforce the terms of this Option for specific performance, damages or any other remedy.

16.3 Clauses 16.1 and 16.2 will not apply to the situation where the Seller has not met the requirement in Clause 3.1.

THE SCHEDULE — *continued*

17. Demands of Government department, Town Councils or statutory authorities

- 17.1 Any notice or order from any Government department, Town Council or other local or statutory authority must be complied with by the Seller at his own expense, on or before completion.
- 17.2 Condition 12 of the Law Society Conditions will not apply.

18. Title

- 18.1 The title to the Flat must be in order.
- 18.2 The Buyer will not ask for the certificate of statutory completion for the Flat. “Certificate of statutory completion” has the same meaning as in the Building Control Act (Cap. 29).
- 18.3 Condition 3 of the Law Society Conditions will be replaced with Clause 18 of this Option.
- 18.4 Where the Buyer’s solicitor requests the loan of the documents of title, the Seller must, unless the Seller has justifiable grounds for refusing, produce at the Seller’s own expense —
- (a) the documents of title; or
 - (b) copies of the documents of title, certified as true copies by the Seller’s solicitor.
- 18.5 The loan of any documents of title is subject to an undertaking from the Buyer’s solicitor to return the documents of title at any time on demand, without any lien or claim.
- 18.6 The Flat is also sold subject to —
- (a) all easements, quasi-easements and similar matters;
 - (b) any road, back-lane or other improvement schemes affecting the land on which it is built; and
 - (c) any other proposals contained in the Master Plan. “Master Plan” has the same meaning as in the Planning Act (Cap. 232).

19. Physical state of Flat

The Buyer is deemed to purchase the Flat with full notice and knowledge of the state and condition of the Flat. The Buyer will not make any requisition or objection relating to the state and condition of the Flat.

20. Delivery of possession

- 20.1 The Flat is sold with vacant possession on completion.
- 20.2 The Seller must allow the Buyer to conduct a final inspection of the Flat on or before the Completion Date.

THE SCHEDULE — *continued*

- 20.3 On the Completion Date, the Seller must give to the Buyer —
- (a) vacant possession of the Flat; and
 - (b) the keys to the Flat.
- 20.4 Condition 8.2.2 of the Law Society Conditions will not apply to this Option.
- 21. Completion**
- 21.1 Completion of the sale and purchase of the Flat will take place on the Completion Date in accordance with this Clause.
- 21.2 If the HDB so requires, the sale and purchase of the Flat will be completed at its office and at such time fixed by the HDB.
- 21.3 On completion, the Seller will sign and deliver to the Buyer, the following documents:
- (a) where a lease has not been issued for the Flat —
 - (i) an assignment of the Seller’s right, title and interest under the Agreement for Lease made between the Seller and the HDB; and
 - (ii) a letter of authority by the Seller directing the HDB to —
 - (A) enter into a fresh Agreement for Lease with the Buyer; and
 - (B) deem all moneys paid to the HDB by the Seller under the Agreement for Lease as having been paid by the Buyer; or
 - (b) where a lease has been issued for the Flat, an Instrument of Transfer.
- 21.4 The documents in Clause 21.3 will be prepared by the Buyer at his own expense.
- 22. Liability for Outgoings**
- 22.1 The Seller must pay all Outgoings for the period up to and including the Completion Date. The Seller must, if demanded by the Buyer, reimburse the Buyer for any such Outgoings paid by the Buyer.
- 22.2 The Buyer must pay all Outgoings for the period after the Completion Date. The Buyer must, if demanded by the Seller, reimburse the Seller for any such Outgoings paid by the Seller.
- 22.3 In this Clause, “Outgoings” includes property tax, service and conservancy charges and any other outgoings.
- 23. Exclusion of Contracts (Rights of Third Parties) Act**
- Any person, firm, corporation or organisation who is not a party to this Option will not acquire any rights under this Option by reason of the Contracts (Rights of Third Parties) Act (Cap. 53B).

THE SCHEDULE — *continued*

24. Governing law

This Option is governed by the law of Singapore. If the parties take any legal proceedings in respect of this Option, they must do so only in a Singapore court of law.

25. Mediation

25.1 Before referring any dispute relating to this Option to arbitration or litigation, the Seller and the Buyer must consider settling the dispute through mediation at the Singapore Mediation Centre (a company limited by guarantee of the Singapore Academy of Law).

25.2 The parties are however not legally obliged to attempt mediation as a means of settling their dispute.

Option Date : _____

Flat address : _____

Signed by the Seller on the Option Date stated above.

Signed by Seller (1)

Signed by Seller (2)

Signed by Seller (3)

Signed by Seller (4)

Signature of Witness

Name :

NRIC :

*Our solicitors are _____

**Delete if not applicable.*

ACCEPTANCE

This is the Acceptance referred to in Clause 6.1 of this Option.

We the Buyer accept the Seller's offer upon the terms set out in this Option.

Dated : _____

Signed by Buyer (1)

Signed by Buyer (2)

THE SCHEDULE — *continued*

Signed by Buyer (3)

Signed by Buyer (4)

Signature of Witness

Name :

NRIC :

THE SCHEDULE

This is the Schedule referred to in Clause 10.2 of this Option.

MOVABLE PROPERTY, FITTINGS AND OTHER ITEMS

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

SIGNED by the Seller)

)

In the presence of :)

)

Signature of Witness

Name :

NRIC :

 THE SCHEDULE — *continued*

SIGNED by the Buyer)
)
 In the presence of :)
)

 Signature of Witness

Name :

NRIC :

FORM A

AUTHORISATION

Option Date : _____

Flat address : _____

This is the Form A referred to in Clause 6.1 of this Option.

We authorise the following person or solicitors' firm to receive this Option with the signed Acceptance and payment of the Option Exercise Fee.

Name of authorised person or Seller's solicitors' firm:

 NRIC Number : _____ (if applicable)

Address : _____

Contact Number : _____

 Signed by Seller (1)

 Signed by Seller (2)

THE SCHEDULE — *continued*

Signed by Seller (3)

Signed by Seller (4)

Signature of Witness

Name :

NRIC :

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Made this 10th day of March 2014.

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

[ND 311/4-105 V34; AG/LLRD/SL/129/2010/10 Vol. 1]

(To be presented to Parliament under section 65(2) of the Housing and Development Act).