

EXECUTIVE CONDOMINIUM HOUSING SCHEME ACT  
(CHAPTER 99A, SECTION 3(2))

EXECUTIVE CONDOMINIUM HOUSING SCHEME  
REGULATIONS

ARRANGEMENT OF REGULATIONS

Regulation

1. Citation
  2. Option to purchase
  3. Agreement for sale and purchase
  4. Savings and transitional provisions  
The Schedule
- 

[7th June 1996]

**Citation**

1. These Regulations may be cited as the Executive Condominium Housing Scheme Regulations.

**Option to purchase**

2.—(1) A developer shall give to an intending purchaser whose application for the purchase of a housing accommodation under the executive condominium scheme has been approved an option to purchase in Form A set out in the Schedule.

(2) The option referred to in paragraph (1) shall not be assignable or transferable.

(3) No amendment, deletion or alteration to the option referred to in paragraph (1) shall be made except with the approval in writing of the Minister or any person authorised by him in that behalf.

(4) Where a developer has granted to a person an option to purchase a housing accommodation under the executive condominium scheme, he shall not grant to any other person an option to purchase the same housing accommodation until after the first-mentioned option has lapsed.

(5) An option granted by a developer to any person to purchase a housing accommodation under the executive condominium scheme shall remain in force for 3 weeks from the date of delivery of the option holder's solicitors of the title deeds or copies thereof and the draft agreement for the sale and purchase of the housing accommodation.

### **Agreement for sale and purchase**

3.—(1) An agreement for the sale and purchase of a housing accommodation under the executive condominium scheme given by a developer to a purchaser shall be in Form B set out in the Schedule.

(2) No amendment, deletion or alteration shall be made to the agreement referred to in paragraph (1) without the prior approval in writing of the Minister or any person authorised by him in that behalf.

(3) The Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A) shall act as stakeholder under the agreement referred to in paragraph (1).

### **Savings and transitional provisions**

4.—(1) An option which has been granted by a developer prior to 15th November 1997 to any person for the purchase of any housing accommodation in any executive condominium scheme shall continue to be in force as if the Executive Condominium Housing Scheme (Amendment) Regulations 1997 (G.N. No. S 491/97) had not been made until the option has lapsed or has been exercised by the intending purchaser.

(2) Where a purchaser of any housing accommodation in an executive condominium scheme under an agreement made before 15th November 1997 assigns on or after that date all his right, title or interest under that agreement, the new agreement with the assignee for the sale and purchase of that housing accommodation shall be in the new form prescribed by the Executive Condominium Housing Scheme (Amendment) Regulations 1997.

(3) Nothing in the Executive Condominium Housing Scheme (Amendment) Regulations 1997 shall require the Singapore Academy of Law established under the Singapore Academy of Law

Act (Cap. 294A) to act as stakeholder under any agreement for the sale and purchase of any housing accommodation in an executive condominium scheme if it was made before 15th November 1997.

## THE SCHEDULE

### FORM A

Regulation 2(1)

THE SCHEDULE — *continued*

EXECUTIVE CONDOMINIUM HOUSING SCHEME ACT  
(CHAPTER 99A)

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

OPTION TO PURCHASE

**Option date:**

**Developer:**

of Housing Developer's Licence No.: \_\_\_\_\_

(in this Option called "We" or "Us")

**Intending Purchaser:**

(in this Option called "You")

**Property:** \*Flat/ ( \_\_\_\_\_ type) on \_\_\_\_\_ floor marked on the sale brochure as Flat No. \_\_\_\_\_ to be erected on Government Resurvey Lot No. \_\_\_\_ of \*Town Subdivision/Mukim \_\_\_\_ Singapore

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

**Tenure:** Leasehold of \_\_\_\_\_ years.

**Expiry date of Option:**

**Purchase Price:**

**Booking fee:** (5% of Purchase Price)

by way of \*Cheque/Cashiers Order No. \_\_\_\_\_ crossed "Account Payee only" and drawn in favour of Project Account No. \_\_\_\_\_ with  
(name of bank or finance company)

**Date of Approval of  
Layout Plans:**

**No. of Layout Plans Approved  
by Competent Authority:** No. \_\_\_\_\_

\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*

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

**1. Option to Purchase**

In consideration of the booking fee of \$\_\_\_\_\_ paid by way of \*Cheque/Cashiers Order No. \_\_\_\_\_ drawn in favour of Project Account No. \_\_\_\_\_ which We have received from You, We grant You the option of purchasing the Property at the Purchase Price of \$\_\_\_\_\_.

**2. Obligations of Developer**

2.1 We will make available for Your review or, if You already have appointed a solicitor, Your solicitor's review by not later than \_\_\_\_\_ [14 days from the Option date]

- (a) the original or copies of the title deeds of the Property; and
- (b) the Sale and Purchase Agreement in duplicate.

2.2 The Sale and Purchase Agreement will be in the form prescribed by the Executive Condominium Housing Scheme Regulations (Cap. 99A, Rg 1).

**3. Expiry of Option**

This Option will expire 3 weeks after the date of the delivery to You or, if You have already appointed a solicitor, to Your solicitors of the documents referred to in clause 2.

**4. Exercise of Option**

4.1 To exercise this Option, You must do all of the following before this Option expires:

- (a) sign both copies of the draft Sale and Purchase Agreement; and
- (b) return them to Us.

4.2 If You exercise this Option in the manner set out in clause 4.1, We will, within 14 days after We receive the Sale and Purchase Agreements from You, countersign the Agreements and return one signed copy of the Agreement to You.

4.3 You must pay Us \$\_\_\_\_\_, being 20% of the Purchase Price less the booking fee, on the exercise of this option or within 8 weeks from the date of this Option.

4.4 You can exercise this Option only for Your own benefit.

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*

**5. Non-exercise of Option**

If You do not exercise this Option before it expires —

- (a) We will refund to You 75% of the booking fee; and
- (b) upon such refund, You will return the title deeds to the Property together with the Sale and Purchase Agreements delivered to You earlier.

**6. Assignment**

6.1 You are not allowed to assign or transfer this Option.

6.2 This Option is personal to You and We shall not be obliged or required to convey or transfer the Property to anyone (whether or not he is Your nominee) other than You.

**7. Conditions of sale**

The Property is sold subject to —

- (a) the provisions of the Executive Condominium Housing Scheme Act (Cap. 99A);
- (b) the terms and conditions of Our approval of Your application to purchase the Property; and
- (c) the terms and conditions in the draft Sale and Purchase Agreement subject to such modifications which have been approved in accordance with the Executive Condominium Housing Scheme Regulations.

**8. Expected date of Completion**

The expected date of delivery of vacant possession of the Property shall be no later than \_\_\_\_\_ and the expected date of completion of the sale and purchase of the Property shall be no later than \_\_\_\_\_.

Signed by \_\_\_\_\_  
for the Developer

FORM B

Regulation 3(1)

SALE AND PURCHASE AGREEMENT

An Agreement made between \_\_\_\_\_ of Housing  
Developer's Licence No. \_\_\_\_\_ (the Vendor) and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the Purchaser) on \_\_\_\_\_ 19\_\_.

THE SCHEDULE — *continued*

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 5.2 (a) or 5.5; and

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

“Base Rate” means the average of the prevailing prime lending rates of the Development Bank of Singapore, the Overseas Chinese Banking Corporation, the Overseas Union Bank and the United Overseas Bank, rounded downwards to the nearest one-eighth of 1%;

“Booking Fee” means the booking fee of \$\_\_\_\_\_ paid as consideration for the grant of the Option to purchase the Unit dated \_\_\_\_  
\_\_\_\_\_;

“Building” means the building known or to be known as \_\_\_\_\_  
and forming part of the Housing Project \*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 \*Mukim/ TS \_  
\_\_\_\_\_ forming part of the land contained in State Lease No. \_\_\_\_\_;

“Building Authority” means the Building Authority appointed under the Building Control Act (Cap. 29);

“Certificate of Statutory Completion” means the certificate of statutory completion issued by the Building Authority under section 20 of the Building Control Act;

“certified copy”, in relation to any document, means a copy of that document which is certified by the Vendor’s solicitors to be a true copy thereof;

“Commissioner of Buildings” means the Commissioner of Buildings appointed under the Buildings and Common Property (Maintenance and Management) Act (Cap. 30);

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

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

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*

- “Completion Date” means the date on which completion takes place in accordance with clause 16;
- “defect” means any fault in the Unit, the Housing Project or the common property which is due either to defective workmanship or materials or to the Unit, the Housing Project or the common property, as the case may be, not having been constructed according to the Specifications;
- “Final Payment Date” means a date which is 12 months after the date of receipt by the Purchaser of the Notice of Vacant Possession in respect of the Unit;
- “Housing Project” means the housing project known or to be known as \_\_\_\_\_ and \*built/being built/to be built by the Vendor under the executive condominium scheme;
- “Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 12.3 to take vacant possession of the Unit;
- “Notice to Complete” has the same meaning as in clause 16.1;
- “Purchase Price” means the sum of \$ \_\_\_\_\_;
- “Purchaser” includes the permitted assigns of the Purchaser;
- “qualified person” has the same meaning as in the Building Control Act (Cap. 29);
- “Singapore Academy of Law” means the Singapore Academy of Law established by the Singapore Academy of Law Act (Cap. 294A);
- “Specifications” means the specifications set out in the First Schedule;
- “Temporary Occupation Permit” means the temporary occupation permit issued by the Building Authority under section 20 of the Building Control Act;
- “the Payment Schedule” means the Payment Schedule set out in clause 5.1;
- “the Unit” means the flat in the Housing Project known or to be known as (*address*), situated on the \_\_\_\_\_ storey of the Building and comprising an estimated floor area of \_\_\_\_\_;
- “the Purchaser’s solicitors” means (*name and address of person or firm*);
- “the Vendor’s solicitors” means (*name and address of person or firm*);
- “Transfer Date” means the date specified in clause 12.1;
- “Unit Purchase Price” means \$ \_\_\_\_\_ per square metre;

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*

“Vendor” includes the successors in title of the Vendor;

“working day” means any day from Monday till Saturday (inclusive) which is not a 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 there is more than one vendor or more than one purchaser, the obligations which they undertake under this Agreement can be enforced against them all jointly or against them individually.

*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 telex or telegraphic facsimile transmission to the party to be served  | on the day of transmission if sent before 4 p.m. on a working day or 12 noon on a Saturday, 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  |

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 (Cap. 294A).

THE SCHEDULE — *continued*

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 the remainder of the leasehold estate for a term of 99 years commencing from \_\_\_\_\_  
\_ in the Unit at the Purchase Price.

**3. Terms of Sale**

The Unit is sold subject to —

- (a) the terms in this Agreement;
- (b) the Singapore Law Society's Conditions of Sale 1994 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;
- (c) the provisions contained in the Executive Condominium Housing Scheme Act (Cap. 99A); and
- (d) the terms and conditions subject to which the Purchaser's application to purchase the Flat was approved by the Vendor.

**4. Purchase Price**

The Purchase Price is to be paid in the manner set out in this Agreement.

**5. Payment Schedule**

5.1 The Purchase Price must be paid by the Purchaser to the Vendor in instalments according to the Payment Schedule below, subject to the variations in clauses 5.3, 5.4 and 5.15.

PAYMENT SCHEDULE

1. Upon signing this Agreement or 20% of the Purchase Price (inclusive of within 8 weeks from (date of the Booking Fee)  
Option to Purchase), whichever is the later
2. Within 14 days after the Purchaser receives the following notices from the Vendor:

THE SCHEDULE — *continued*

- (a) Notice that the foundation 10% of the Purchase Price work of the Unit has been completed
  - (b) Notice that the reinforced 10% of the Purchase Price concrete framework of the Unit has been completed
  - (c) Notice that the brick walls of 5% of the Purchase Price the Unit have been completed
  - (d) Notice that the ceiling of the 5% of the Purchase Price Unit has been completed
  - (e) Notice that the door and 5% of the Purchase Price window frames are in position, and that the electrical wiring (without fittings), the internal plastering and the plumbing of the Unit have been completed
  - (f) Notice that the car park, 5% of the Purchase Price roads and drains serving the Housing Project have been completed
3. Within 14 days after the Purchaser 25% of the Purchase Price receives —
- (a) a Notice of Vacant Possession and the Temporary Occupation Permit or Certificate of Statutory Completion in respect of the Unit (or a certified copy thereof); and
  - (b) certificate by the qualified person engaged by the Vendor that the Building and all roads and drainage and sewerage works serving the Housing Project have

THE SCHEDULE — *continued*

been completed and that water and electricity supplies, and gas supplies (if any) have been connected to the Unit

4. 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 as stakeholder.

5.2 The Purchaser shall, within 4 working days after receiving from the Vendor a Certificate of Statutory Completion relating to the Unit (or a certified copy thereof), serve —

- (a) on the stakeholder that Certificate (or copy thereof) and a notice of deductions from the Purchase Price which he desires to make under clause 17.3; and
- (b) on the Vendor at the same time, the same notice of deductions from the Purchase Price.

5.3 The stakeholder must pay to the Vendor the sum referred to in item 4 (b) of the Payment Schedule as follows:

- (a) within 7 working days after the stakeholder receives from the Purchaser the Certificate of Statutory Completion relating to the Unit (or a certified copy thereof) served in accordance with clause 5.2 8% of the Purchase Price less all authorised deductions which the Purchaser is entitled to make under clause 17.3
- (b) on the Final Payment Date 5% of the Purchase Price less all authorised deductions.

5.4 If the Certificate of Statutory Completion relating to the Unit is issued before the Completion Date, then instead of the arrangements in item 4 of the Payment Schedule above, the Purchaser must pay the last instalment of 15% of the Purchase Price in the following manner:

THE SCHEDULE — *continued*

- (a) within 14 days after the Purchaser receives the Certificate of Statutory Completion (or a certified copy thereof)      13% of the Purchase Price is to be paid as follows:
- (i) 8% of the Purchase Price shall be paid to the Vendor; and
  - (ii) 5% of the Purchase Price is to be paid to the Singapore Academy of Law as stakeholder who shall, on the Final Payment Date, pay to the Vendor that sum less all authorised deductions.
- (b) on Completion Date      the balance 2% of the Purchase Price shall be paid to the Vendor.

5.5 If the Purchaser desires to make deductions from the 5% of the Purchase Price held by the stakeholder under this Agreement, he may serve on the stakeholder and Vendor a notice of deductions from the Purchase Price.

5.6 The notice of deductions under clause 5.5 must be served on the stakeholder and Vendor at the same time and at least 7 working days before the Final Payment Date.

5.7 If the Vendor disputes all or any part of the deductions specified in the Purchaser's notice of deductions under clause 5.2 (a) or 5.5, the Vendor may serve on the stakeholder a notice stating the amount of deductions in dispute and the amount not in dispute, if any.

5.8 The notice referred to in clause 5.7 must be served on the stakeholder at least one working day before the due date for payment under clause 5.3 (a) or the Final Payment Date, as the case may be.

5.9 If a notice of deductions referred to in clause 5.2 (a) or 5.5 is duly served on the stakeholder in accordance with clause 5.2 or 5.6, as the case may be, or a notice referred to in clause 5.7 is duly served on the stakeholder in accordance with clause 5.8, then, notwithstanding clauses 5.3 and 5.4, the stakeholder shall be entitled to —

THE SCHEDULE — *continued*

- (a) pay to the Vendor on the relevant due date for payment under clause 5.3 or 5.4, as the case may be, the stakeholding money due less the amount of deductions notified by the Purchaser under clause 5.2 or 5.6;
- (b) pay to the Purchaser the amount of deductions notified under clause 5.2 or 5.6 less the amount disputed by the Vendor under clause 5.7 either at the same time or 7 working days after the Vendor's notice referred to in clause 5.7, whichever is the later; and
- (c) 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.

5.10 All instalments in items 1 to 3 of the Payment Schedule above are to be paid to the Vendor by way of cheques crossed "Account Payee only" drawn in favour of Project Account No. \_\_\_\_\_ which the Vendor has opened with (*name of bank or finance company*).

5.11 All instalments payable to or by the Singapore Academy of Law under item 4 (b) of the Payment Schedule and clauses 5.3 and 5.4 must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act (Cap. 294A).

5.12 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.

5.13 Every notice referred to in clause 5.1 must be accompanied by the requisite certificate of the qualified person engaged by the Vendor.

5.14 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 the certificate without further objection or enquiry.

5.15 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.

5.16 Time is to 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 to be paid by the stakeholder), interest on the unpaid amount is to be payable by the Purchaser to the Vendor until —

- (a) the unpaid amount is paid; or
- (b) the expiration of the repudiation notice period under clause 7.2,

THE SCHEDULE — *continued*

whichever first occurs.

6.2 Interest on the unpaid amount referred to in clause 6.1 shall begin to run from the 15th day after the Purchaser has received the relevant document under clause 5.

6.3 If the Purchaser fails to serve the Certificate of Statutory Completion or the certified copy thereof on the stakeholder in accordance with clause 5.2, interest on 8% of the Purchase Price is also to be payable by the Purchaser to the Vendor.

6.4 The interest referred to in clause 6.3 shall run from the 5th working day after the Purchaser has received the Certificate of Statutory Completion (or the certified copy thereof) from the Vendor and shall continue until —

(a) the Purchaser serves that Certificate or certified copy on the stakeholder;  
or

(b) the expiration of the repudiation notice period under clause 7.2,

whichever first occurs.

6.5 The interest referred to in clauses 6.1 and 6.3 shall be calculated on a daily basis at the rate of 2% 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 —

(a) any instalment of the Purchase Price (not being an instalment to be paid by the stakeholder) and interest remains unpaid for more than 14 days after its due date; or

(b) the Purchaser has not served the Certificate of Statutory Completion or the certified copy thereof on the stakeholder at the end of 18 days after receiving that Certificate or certified copy from the Vendor.

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 is to be treated as annulled after the notice period referred to in clause 7.2 has expired unless the unpaid instalments and interest have been paid or the requisite document has been served before the expiry of that notice period.

7.4 Once this Agreement is annulled, the Vendor has the right to —

(a) resell or otherwise dispose of the Unit as if this Agreement had not been entered into;

(b) recover from the instalments (excluding interest) previously paid by the Purchaser all interest owing and unpaid at the date of annulment; and

THE SCHEDULE — *continued*

- (c) forfeit and keep 20% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser.

7.5 After deducting the amounts referred to in clause 7.4 (b) and (c) from the instalments previously paid by the Purchaser, 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 Unit has been delivered to the Purchaser, the date vacant possession of the Unit is returned to the Vendor,

after which neither party shall have further claims against each other.

7.6 If the Vendor does not refund the balance of instalments in accordance with clause 7.5, interest on the unrefunded balances is to be payable by the Vendor to the Purchaser until the unpaid balances are paid; and the interest shall run from the 22nd day after the relevant date and be calculated on a daily basis at the rate of 2% above the Base Rate.

## **8. Title and share value**

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 against 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 Land Titles (Strata) Act (Cap. 158) is \_\_\_\_\_.

## **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 Building Authority and other relevant authorities.

9.2 The Vendor shall at his own cost and expense —

- (a) build the roads, driveways, drains, culverts and sewerage mains serving the Unit and Housing Project according to the requirements and standards of the Building Authority and other relevant authorities; and
- (b) lay all necessary water, electricity and sewerage mains to serve the Unit and Housing Project and cause the internal mains and the sanitary installations of the Unit to be connected to the water, electricity and

THE SCHEDULE — *continued*

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 Building Authority and other relevant authorities for the construction of the Building and Housing Project, and must comply with all the requirements of the Building Authority and other relevant authorities for the construction of the Unit.

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.

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 4 or 5.

**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 Certificate of Statutory Completion 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 Building Authority.

**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 production of conveyance plans for the Purchaser in respect of the Unit.

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 production of conveyance 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

THE SCHEDULE — *continued*

11.3 The registered land surveyor engaged by the Vendor to conduct the title surveys and to produce the conveyance 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.

## **12. Delivery of Possession**

12.1 The Vendor must deliver vacant possession of the Unit to the Purchaser no later than \_\_\_\_\_ (*the Transfer Date*).

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.

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. On delivery of vacant possession of the Unit to the Purchaser, the Vendor must deliver to the Purchaser a copy of —

- (a) the Temporary Occupation Permit or the Certificate of Statutory Completion for the Unit; and
- (b) a certificate by the qualified person engaged by the Vendor that the Unit and the Housing Project (and all the roads, drainage and sewerage works for the Housing Project) have been constructed according to the plans and specifications approved by the Building Authority, and that all water and electricity supplies, and all gas supplies (if any), have been properly connected to the Unit.

12.4 If the Vendor for any reason does not deliver vacant possession of the Unit to the Purchaser by the Transfer Date, the Vendor must pay to the Purchaser liquidated damages.

12.5 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 shall run from the day immediately after the Transfer Date until the Purchaser receives a Notice of Vacant Possession from the Vendor in respect of the Unit.

12.6 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.

THE SCHEDULE — *continued*

**13 Maintenance Charges**

13.1 The Purchaser shall pay to the Vendor maintenance charges for the maintenance of the common property of the Housing Project and the provision of cleaning and other services from —

- (a) the date the Purchaser actually takes possession of the Unit; or
- (b) the 15th day after the Purchaser receives the Notice of Vacant Possession in respect of the Unit,

whichever is the earlier.

13.2 The amount of the maintenance charge 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 need not pay the maintenance charge and any goods and services tax relating to it once 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.

13.6 If any part of the maintenance charge 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% 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 no changes from the Specifications and approved plans shall be made except changes which have been approved or are required by the Building Authority 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.

THE SCHEDULE — *continued*

**15. Certificate of Statutory Completion**

15.1 The Vendor must at his own cost and expense do everything necessary to procure the issue of the Certificate of Statutory Completion for the Unit, and must produce that Certificate 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 Certificate of Statutory Completion for the Unit, the Vendor and his workmen or agents have the right to make such alterations or additions to the Unit as may be required by the Building Authority, and the Purchaser agrees to grant them access to the Unit at reasonable times for that purpose.

15.3 If the issue of a Certificate of Statutory Completion 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 Certificate of Statutory Completion.

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 Building Authority, and to recover from the Purchaser the cost of the alterations and additions.

**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 accompanied by a certificate by the qualified person engaged by the Vendor stating that the Competent Authority approves the subdivision of the Housing Project.

16.3 The completion of the sale and purchase of the Unit is to 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

THE SCHEDULE — *continued*

issued for the units in the same Building. The conveyance is to 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 run from the date on which the Notice to Complete should have been given under clause 16.1 and 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 due to the Vendor.

16.8 Notwithstanding completion of the purchase of the Unit, the terms of this Agreement which are not fulfilled are to 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 Unit, the Housing Project or the common property which becomes apparent within the defects liability period, namely the period of 12 months from the date the Purchaser receives the Notice of Vacant Possession in respect of the Unit.

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 do the following:

- (a) notify the Vendor of his intention to cause rectification works to be done and the estimated cost of carrying out those works; and
- (b) give the Vendor an opportunity to carry out the proposed rectification works within 14 days after the date of the notice in paragraph (a), failing which he may proceed to rectify the defect by his own employees or workmen.

17.3 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 any sum held by the Singapore Academy of Law as stakeholder for the Vendor.

17.4 This clause does not excuse the Vendor from his obligations under clause 15.

THE SCHEDULE — *continued*

**18. Errors, omissions and misdescription**

18.1 On the execution of this Agreement, the Vendor shall furnish to the Purchaser 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 Building Authority and other relevant authorities.

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 under clause 18.3.

18.3 Where, on completion of a title survey as approved by the Chief Surveyor, the area of the Unit on resurvey by the Government is less than the area stated in this Agreement, the Purchase Price is to 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 \$ <u>(Unit Purchase Price)</u> per square metre 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 of the Payment Schedule or clause 5.4, 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. Non-compliance with Executive Condominium Housing Scheme Act**

19.1 Notwithstanding any other provision in this Agreement, the Vendor is entitled to terminate this Agreement forthwith if he knows that —

- (a) the Purchaser has contravened section 5(1) or 7(1)(a) of the Executive Condominium Housing Scheme Act (Cap. 99A); or

THE SCHEDULE — *continued*

- (b) the Purchaser is not eligible or has ceased to be eligible to purchase the Unit by virtue of the Executive Condominium Housing Scheme (Eligibility) Regulations (Rg 2).

19.2 To terminate this Agreement under this clause, the Vendor must serve notice on the Purchaser.

19.3 Once this Agreement is terminated under this clause, the Vendor has the right to —

- (a) resell or otherwise dispose of the unit as if this Agreement had not been entered into; and
- (b) forfeit and keep 20% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser.

## **20. Right of Way to Electrical Sub-station**

20.1 This Unit is sold subject to the following right in favour of the Public Utilities Board, its successors, assigns or employees or agents:

the right of access to and from any electrical sub-station which may be erected on any part of the common property of the Housing Project.

20.2 The Purchaser agrees to enter into a conveyance containing the right of access referred to in clause 20.1.

## **21. Use and Enjoyment Pending Management Corporation**

The Purchaser agrees to comply with the restrictions in the Second Schedule from the date he actually takes possession of the Unit until the management corporation of the Housing Project takes over from the Vendor the functions of managing and maintaining the Housing Project.

## **22. Assignment**

22.1 This Agreement is personal to the Purchaser.

22.2 The Purchaser agrees not to assign this Agreement or transfer in any way any of his rights or obligations under this Agreement to any other person except in accordance with the Executive Condominium Housing Scheme Act.

22.3 The Purchaser also agrees not to mortgage the unit or any part thereof except with the prior written consent of the Vendor.

22.4 The Purchaser agrees that when he assigns this Agreement or transfers any of his rights or obligations under this Agreement in the circumstances allowed by clause 22.2, he will impose on his assignee the terms and conditions and covenants in this Agreement which are executory at the time of assignment.

THE SCHEDULE — *continued*

**23. Taxes**

23.1 After the Purchaser receives from the Vendor a Notice of Vacant Possession in respect of the Unit, the Purchaser must pay for 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 after the date of receipt of the Notice of Vacant Possession.

23.2 Where any property tax and other outgoings levied in respect of the Unit before the date of receipt of the Notice of Vacant Possession 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.

23.3 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.

23.4 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.

23.5 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% above the Base Rate) on the unpaid tax from the day after it becomes due until such time as it is paid.

**23A. Mediation**

23A.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 its prevailing prescribed forms, rules and procedures.

23A.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.

**24. Governing law**

24.1 This Agreement is governed by Singapore law.

24.2 The Vendor and Purchaser also agree to submit to the non-exclusive jurisdiction of the Courts of Singapore for all purposes connected with this Agreement and to waive any objection on the ground of venue, forum non-conveniens or other similar ground.

THE SCHEDULE — *continued*

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 concrete roof with appropriate water proofing and insulation where provided.

5. Ceiling

State the 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 bathroom);

(ii) state the type of external finishes (e.g. plaster/others to specify).

THE SCHEDULE — *continued*

(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, 1 water closet, 1 longbath, 1 soap holder, 1 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 ) 15 amp power — 2 points  
Telephone — 5 points

11. TV/FM/Telephone )

State the number of TV/FM )  
telephone point

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;

THE SCHEDULE — *continued*

(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.

description of housing project

General description:

Details of building specifications:

Types of residential and commercial units located in the building project:

Total number of units in each class:

Description of common property:

Description of parking spaces:

THE SCHEDULE — *continued*

Purpose of building project and restrictions as to use:

SECOND SCHEDULE

RESTRICTIONS ON USE AND ENJOYMENT

1. The Purchaser will —

- (a) allow the Vendor and its agents at all reasonable times and on reasonable notice being given (except in case of emergency when no notice is required) to enter his building unit for the purpose of —
  - (i) maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other unit in the Building or Housing Project or the common property;
  - (ii) maintaining, repairing or renewing the common property; and
  - (iii) executing any work or doing any act reasonably necessary for or in connection with the performance or the enforcement of the stipulations contained in this Schedule;
- (b) without delay carry out all work directed by any competent authority in respect of his Unit other than such work for the benefit of the Building or Housing Project generally, and pay all assessments, charges and outgoings which are payable in respect of his Unit;
- (c) repair and maintain his Unit and keep it in a state of good repair (reasonable wear and tear and damage by fire, storm, tempest or act of God excepted); and
- (d) use and enjoy his Unit and the common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other purchasers, their families, permitted tenants or visitors.

2. The Purchaser will not —

- (a) use his Unit or permit it to be used for any purpose (illegal or otherwise) which may be injurious to the reputation of the Housing Project;
- (b) use his Unit or permit it to be used in such a manner or for such a purpose as to cause a nuisance or danger to any other purchaser or the family, permitted tenants or visitors of such other purchaser;
- (c) use his Unit for any purpose contrary to the terms of user of that Unit shown in the plans approved by the competent authority pursuant to the Planning Act (Cap. 232);

THE SCHEDULE — *continued*

- (d) store or use as fuel in the Unit any substance or material which may give rise to smoke, fumes or obnoxious odour;
- (e) throw or allow to fall any refuse or rubbish of any description on the common property or any part thereof except in refuse bins or in refuse chutes provided in the Housing Project;
- (f) throw or allow any objects to fall onto any neighbouring railway line or railway area;
- (g) use the tennis courts for any games or purposes other than for tennis;
- (h) keep any animal in his Unit or the common property which may cause annoyance to any other purchaser or the family, permitted tenants or visitors of such other purchaser;
- (i) obstruct or permit the obstruction of any walkway, pavement, entrance, ball court, corridor, lobby, stairway, fire escape, road or any other area of the common property;
- (j) affix or erect any shade, blind, aerial, awning, grill, exhaust fan or the like to the windows, balconies or the exterior areas of the Unit without the prior written approval of the Vendor or which is not in accordance with the design and specifications of the Vendor;
- (k) install any television, radio or other antenna on the roof of any building in the Housing Project or any part of the common property;
- (l) where the Unit is a penthouse, erect or cause or suffer to be erected any structure on the roof terrace of his Unit;
- (m) park or permit vehicles to be parked or stationary at any place except at such place(s) designated by the Vendor and shall not carry out any major repair work to any vehicle within the Housing Project;
- (n) hold any funeral service and/or wake within the Housing Project except in the Purchaser's Unit; and
- (o) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Vendor.

SIGNED by or for the VENDOR

in the presence of

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SIGNED by or for the PURCHASER

in the presence of

THE SCHEDULE — *continued*

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*[G.N. Nos. S 252/96; S 491/97; S 318/98]*

LEGISLATIVE HISTORY  
EXECUTIVE CONDOMINIUM HOUSING SCHEME  
REGULATIONS  
(CHAPTER 99A, RG 1)

This Legislative History is provided for the convenience of users of the Executive Condominium Housing Scheme Regulations. It is not part of this Scheme.

**1. G. N. No. S 252/1996 — Executive Condominium Housing Scheme Regulations 1996**

Date of commencement : 7 June 1996

**2. 1999 Revised Edition — Executive Condominium Housing Scheme Regulations**

Date of operation : 1 January 1999

**3. G. N. No. S 6/2000 — Executive Condominium Housing Scheme (Amendment) Regulations 2000**

Date of commencement : 5 January 2000