

HOUSING AND DEVELOPMENT ACT
(CHAPTER 129, SECTION 65(1))

HOUSING AND DEVELOPMENT (AGREEMENTS FOR SALE
AND PURCHASE) RULES

ARRANGEMENT OF RULES

Rule

1. Citation
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[15th April 2003]

Citation

1. These Rules may be cited as the Housing and Development (Agreements for Sale and Purchase) Rules.

Definitions

2. In these Rules, unless the context otherwise requires —

“agreement for sale and purchase” means any contract, agreement or other document relating to the sale and purchase of an HDB flat between the owner of the HDB flat and a buyer thereof;

“buyer” means a buyer of an HDB flat other than the Board;

“HDB flat” means a flat or other living accommodation sold under Part IV of the Act.

Form of agreement for sale and purchase

3.—(1) Subject to paragraph (2), every agreement for sale and purchase shall be in the Form in the Schedule.

(2) No agreement for sale and purchase shall contain any addition to, deletion from or variation of the Form in the Schedule unless the addition, deletion or variation is made with the authorisation of the Board.

Void agreement

4. Any agreement for sale and purchase which does not comply with rule 3 shall be void.

Saving

5. These Rules shall not apply to any agreement for sale and purchase made before 15th April 2003.

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”)

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

THE SCHEDULE — *continued*

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 Value of Flat

- 4.1 Where the Buyer intends to finance the purchase of the Flat using his CPF moneys or a housing loan or both, the Buyer must, by the next working day after the Option Date, submit to the HDB —
 - (a) a request (“Request”), in the form and manner required by the HDB, to determine the value of the Flat for the purposes of financing the purchase of the Flat; and
 - (b) a copy of this Option.
- 4.2 The Seller consents to the Buyer submitting the Request to the HDB.
- 4.3 If the HDB assigns a valuer (“assigned valuer”), the Seller must within 3 working days after the HDB notifies the Seller of the assigned valuer, allow the assigned valuer to enter the Flat at any time in the day to conduct a valuation of the Flat.

4A. Authorisation to disclose CPF accounts information to HDB

THE SCHEDULE — *continued*

- 4A.1 The Seller and the Buyer agree and authorise the Central Provident Fund (“CPF”) Board to disclose to the HDB such information in the CPF accounts of the Seller and the Buyer for the purposes of the sale and purchase of the Flat.

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

THE SCHEDULE — *continued*

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);

“CPF Board” means the Central Provident Fund Board established under the Central Provident Fund Act;

“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 2012”;

“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 Friday 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;

THE SCHEDULE — *continued*

- (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 (except for Conditions 3, 6, 7.1, 7.4, 7.5, 9.3, 9.6, 10.2, 12 and 15.5) 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.
- 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, 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 acceptance of the resale application submitted by both the Seller and Buyer.

14. Seller's obligations

- 14.1 The Seller must, within a time period (which must not be less than 2 working days) after the request of the HDB or the Buyer's solicitor —
 - (a) produce such documents;
 - (b) endorse such documents;
 - (c) make such declarations; or

THE SCHEDULE — *continued*

- (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;
 - (b) discharge in full any housing 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 a time period (which must not be less than 2 working days) after the request of the HDB or the Seller's solicitor —
- (a) produce such documents;
 - (b) endorse such documents;
 - (c) make such declarations; or
 - (d) provide such information,

THE SCHEDULE — *continued*

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.

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 [*Deleted by S 803/2017 wef 01/01/2018*]

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).

THE SCHEDULE — *continued*

18.3 [Deleted by S 803/2017 wef 01/01/2018]

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.

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 [Deleted by S 803/2017 wef 01/01/2018]

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.

THE SCHEDULE — *continued*

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

Except for the HDB and the CPF Board, 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).

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

THE SCHEDULE — *continued*

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.

[S 803/2017 wef 01/01/2018]

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 :

[Deleted by S 803/2017 wef 01/01/2018]

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 : _____

THE SCHEDULE — *continued*

Signed by Buyer (1)

Signed by Buyer (2)

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 :)

)

THE SCHEDULE — *continued*

Signature of Witness

Name :

NRIC :

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 : _____

*Housing and Development
(Agreements for Sale and
Purchase) Rules*

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[CAP. 129, R 11

THE SCHEDULE — *continued*

Signed by Seller (1)

Signed by Seller (2)

Signed by Seller (3)

Signed by Seller (4)

Signature of Witness

Name :

NRIC :

[S 803/2017 wef 01/01/2018]

[S 168/2014 wef 10/03/2014]

[G.N. No. S 197/2003]

LEGISLATIVE HISTORY
HOUSING AND DEVELOPMENT (AGREEMENTS FOR SALE
AND PURCHASE) RULES
(CHAPTER 129, R 11)

This Legislative History is provided for the convenience of users of the Housing and Development (Agreements for Sale and Purchase) Rules. It is not part of these Rules.

1. G. N. No. S 197/2003 — Housing and Development (Agreements for Sale and Purchase) Rules 2003

Date of commencement : 15 April 2003

2. 2004 Revised Edition — Housing and Development (Agreements for Sale and Purchase) Rules

Date of operation : 31 December 2004

3. G.N. No. S 168/2014 — Housing and Development (Agreements for Sale and Purchase) (Amendment) Rules 2014

Date of commencement : 10 March 2014

4. G.N. No. S 803/2017 — Housing and Development (Agreements for Sale and Purchase) (Amendment) Rules 2017

Date of commencement : 1 January 2018