

SALE OF COMMERCIAL PROPERTIES ACT  
(CHAPTER 281, SECTION 10)

SALE OF COMMERCIAL PROPERTIES RULES

ARRANGEMENT OF RULES

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[4th January 1985]

**Citation**

1. These Rules may be cited as the Sale of Commercial Properties Rules.

**Definition**

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

“Commissioner of Buildings” means the Commissioner of Buildings appointed under the Building Maintenance and Strata Management Act 2004 (Act 47 of 2004);

“developer” means any person who owns the land on which any commercial property is erected or in the course of erection;

“limited common property” has the same meaning as in the Building Maintenance and Strata Management Act 2004.

[S 224/2006 wef 19/04/2006]

(2) A person is said to own land if he holds, or is entitled to dispose of an estate, whether legal or equitable, in the land on which any commercial property is being or will be erected, which is —

(a) a leasehold estate having an unexpired term of not less than 21 years computed from the date of the completion of the relevant contract for the sale and purchase of the commercial property; or

(b) a freehold estate in the land.

### **No payment exceeding 10%**

3. A developer of commercial properties shall not require a prospective purchaser to pay for an option or the right to purchase any commercial property a booking fee, or make any other payment by whatever name it is called, exceeding 10% of the purchase price of the property.

### **Developer to maintain register**

4.—(1) A developer of commercial properties shall maintain a register as shown in Form A in the Schedule showing the particulars of those persons who have obtained options for the purchase of his commercial properties.

(2) The Controller or any officer authorised by him may require a developer to produce the register referred to in paragraph (1) for his inspection.

### **Option Form and Notice Form**

5.—(1) A developer of commercial properties shall give to a prospective purchaser of any of the commercial properties an option to purchase the commercial property which shall be in Form B in the Schedule.

(2) The option granted by the developer 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 Controller.

(4) A developer shall, before accepting a booking fee from a prospective purchaser for an option to purchase any commercial property —

- (a) notify the prospective purchaser that the following documents are available for his inspection at a specified place and during specified hours free of charge:
  - (i) a copy of the schedule of strata units or amended schedule of strata units for the building project comprising the commercial property as filed with and accepted by the Commissioner of Buildings;
  - (ii) where any common property of the building project comprising the commercial property is designated as limited common property, a plan or description of the limited common property and the commercial properties in the building project the purchasers of which will be entitled to the exclusive benefit of the limited common property;

*[S 122/2023 wef 28/06/2023]*

- (b) make available such documents for inspection at the specified place and during the specified hours if so requested by that prospective purchaser; and

*[S 224/2006 wef 19/04/2006]*

*[S 122/2023 wef 28/06/2023]*

- (c) provide the prospective purchaser with a notice of the documents and information that the developer must obtain to perform the customer due diligence measures required by section 5A of the Act, in the form that the Controller specifies on the Internet website at <https://go.gov.sg/ura-amltf>.

*[S 122/2023 wef 28/06/2023]*

### **Exclusive option**

**6.—(1)** Where a developer has granted a person an option to purchase any commercial property, he shall not grant to any other person an option to purchase the same property until after the first-mentioned option granted by him has lapsed.

(2) An option to purchase any commercial property shall remain in force for a period of 3 weeks from the date of delivery to the option holder's solicitors of the title deeds or copies thereof and the draft agreement for the sale and purchase of the property.

### **Sale and purchase agreement**

7.—(1) An agreement made between a developer and a purchaser for the sale and purchase of any commercial property to which the Act applies shall be in Form D 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 Controller.

(3) Any amendment, deletion or alteration made to the agreement referred to in paragraph (1) without the prior approval in writing of the Controller shall be null and void.

(4) 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).

### **Development plan**

8. The developer of a commercial property shall attach a plan of the commercial property sold by him to the agreement for the sale and purchase of the property and the plan shall contain such particulars as are sufficient to enable the purchaser to lodge a caveat against the land on which the commercial property is being erected.

### **Assignment**

9.—(1) Subject to this rule and rules 4(3), 8(3) and 14 of the Sale of Commercial Properties (Anti-Money Laundering and Terrorism Financing) Rules 2023 (G.N. No. S 121/2023), where a purchaser of a commercial property intends to assign or has assigned all his right, title and interest under an agreement made between him and a developer for the sale and purchase of the commercial property, the developer shall, within 3 weeks of being so required in writing by the assignee, enter into a new agreement with the assignee for the sale and purchase of the commercial property containing terms and

conditions as shall place the 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.

*[S 122/2023 wef 28/06/2023]*

(2) 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 commercial property, the 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 commercial property under paragraph (1), and the Controller may approve (wholly or partly and with or without modifications) or disapprove such an application.

(3) The developer shall forthwith deliver to the assignee for the assignee's signature the new agreement containing any amendment or alteration to or deletion of the terms and conditions in the original agreement only after the Controller has approved the amendment, alteration or deletion.

(4) The developer shall be entitled to charge the assignee a fee not exceeding \$200 (exclusive of goods and services tax) and to require the assignee to reimburse him up to the amount of \$200 for costs payable by the developer to his solicitor.

### **Penalty**

**10.** Any person who refuses or fails to comply with or acts in contravention of any of the provisions of these Rules shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both.

### **Savings and transitional provisions**

**11.—(1)** An option which has been granted by a developer before 1st October 1997 to any person for the purchase of a commercial property shall continue to be in force as if the Sale of Commercial Properties (Amendment) Rules 1997 (G.N. No. S 394/97) had not

been made until the option has lapsed or has been exercised by the intending purchaser.

(2) Where a purchaser of any commercial property under an agreement made before 1st October 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 property shall be in the new form prescribed by the Sale of Commercial Properties (Amendment) Rules 1997 notwithstanding anything to the contrary in these Rules.

(3) Nothing in these Rules 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 commercial property if it was made before 1st October 1997.

THE SCHEDULE

Rule 4(1)

FORM A

Housing Development on

LOT(S) \_\_\_\_\_

\*MK./TS NO.(S) \_\_\_\_\_ at \_\_\_\_\_

\*Phase I/Phase II/Phase III

Serial No.	Name and Address of Intending Purchaser	I/C No. or Passport No.	Address allotted by Comptroller of Property Tax (where not available Private Lot of Unit No.)	Land Area of Lot or Floor Area of Unit	Purchase Price of Property	Date Option Given	Option Fee Paid \$	Receipt No. and Date	Date of delivery of Title Deed or copies and draft contract to purchaser's solicitors	Expiry Date of Option	Option Lapsed and Money refunded on (where applicable)	Refund cheque No. (where applicable)	Remarks

\*Delete whichever is inapplicable

THE SCHEDULE — *continued*

FORM B

Rule 5(1)

**OPTION TO PURCHASE**

**Option date:**

**Developer:**

(in this Option called “We” or “Us”)

**Intending Purchaser:**

(in this Option called “You”)

**Unit:** \*Office/Shop ( \_\_\_\_\_ type) on \_\_\_\_\_ storey\*  
marked on the sale brochure as \_\_\_\_\_

\*Plot/Office/Shop No. \_\_\_\_\_ in the Building.

**Building:** The Building known or to be known as \_\_\_\_\_  
\_\_\_\_\_ erected or to be erected \_\_\_\_\_ on Government  
Resurvey Lot No. \_\_\_\_\_ of \*Town Subdivision/Mukim \_\_\_\_\_,  
Singapore.

**Address of Unit, if known:**

**Tenure:** \*Fee Simple(freehold)/Statutory Land Grant/Leasehold of \_\_\_\_\_ years.

**Expiry date of Option:**

**Purchase Price:**

**Booking fee:**

**Date of Approval of Building Plans:**

**No. of Building Plans** \_\_\_\_\_ **BP No.** \_\_\_\_\_.

**Approved by Commissioner  
of Building Control:**

\*Delete whichever is inapplicable

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

**1. Option to Purchase**

In consideration of the booking fee of \$ \_\_\_\_\_ paid by way of  
Cheque/Cashiers Order No. \_\_\_\_\_ which We have  
received from You, We grant You the option of purchasing the Unit at the  
Purchase Price of \$ \_\_\_\_\_.

THE SCHEDULE — *continued*

**2. Obligations of Developer**

2.1 We will make available for your review of, if You have already 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 to the Unit; and
- (b) the Sale and Purchase Agreement in duplicate.

2.2 The Sale and Purchase Agreement will be in the form prescribed by the Sale of Commercial Properties Rules (Cap. 281, R 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 solicitor 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;
- (b) return them to Us; and
- (c) pay Us \$ \_\_\_\_\_, being 20% of the Purchase Price less the booking fee.

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

**5. Non-exercise of Option**

If You do not exercise this Option before it expires —

- (a) We will refund to You 50% of the booking fee; and
- (b) upon such refund, You will return the title deeds to the Unit together with the Sale and Purchase Agreements delivered to You earlier.

**6. Assignments**

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 Unit to anyone (whether or not he is your nominee) other than You.

**7. Conditions of sale**

THE SCHEDULE — continued

The Unit is sold subject to the terms and conditions in the draft Sale and Purchase Agreement, including all modifications to such terms and conditions which have been approved by the Controller of Housing.

8. Expected Date of Completion

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

9. Information for Intending Purchaser of Strata Unit

9.1 The share value allotted to the Unit is \_\_\_\_\_. Your share of maintenance charges for the common property of the Building will be in the proportion (*indicate share value of Unit against total share value of Building*).

\*9.2 Your purchase of the Unit also entitles you to the exclusive benefit of limited common property. Your share of contribution to expenses relating solely to the limited common property will be (*indicate share value of Unit against total share value of units entitled to the exclusive benefit of that limited common property*).

(\*Delete whichever is inapplicable)

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

[S 224/2006 wef 19/04/2006]

FORM C

[Deleted by G.N. No. S 394/97]

FORM D

Rule 7(1)

SALE AND PURCHASE AGREEMENT

\_\_\_\_\_

An Agreement made between \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the Vendor) and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the Purchaser) on \_\_\_\_\_.

1. General

1.1 Definitions

1.1.1 In this Agreement —

THE SCHEDULE — *continued*

“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 (b); 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 \_\_\_\_\_  
\_\_\_\_\_ \*built/to be built/being built by the Vendor under approved Building Plan BP No. \_\_\_\_\_ on part of the land in the District of \_\_\_\_\_ in the Republic of Singapore, being part of Government Resurvey Lot \_\_\_\_\_ of \*Mukim/TS \_\_\_\_\_, and forming part of the land contained in \*Grant No./State Lease No. \_\_\_\_\_;

[Deleted by S 224/2006 wef 19/04/2006]

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

“Commissioner of Buildings” means the Commissioner of Buildings appointed under the Building Maintenance and Strata Management Act 2004 (Act 47 of 2004);

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

THE SCHEDULE — *continued*

- “Completion Date” means the date on which completion takes place in accordance with clause 17;
- “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 which is due to defective workmanship or materials or to the Unit, the Building or the common property, as the case may be, not having been constructed according to the Specifications;
- “limited common property” has the same meaning as in the Building Maintenance and Strata Management Act 2004;
- “Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 13.3 to take vacant possession of the Unit;
- “Notice to Complete” has the meaning given in clause 17.1;
- “Purchase Price” means the sum of \$ \_\_\_\_\_;
- “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 Schedule;
- “Temporary Occupation Permit” means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act (Cap. 29);
- “the Payment Schedule” means the Payment Schedule set out in clause 5.1;
- “the Unit” means the \*office/shop on the \_\_\_\_\_ storey of the Building, comprising an estimated floor area of \_\_\_\_\_ and which is known or to be known as (*address*);
- “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 13.1;
- “Unit Purchase Price” means \$ \_\_\_\_\_ per square metre;
- “Vendor” and “Purchaser” include the personal representatives and the successors in title of the Vendor and Purchaser, respectively;

THE SCHEDULE — *continued*

“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 delivered or given 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 estate in fee simple/the estate in perpetuity/the remainder of the leasehold estate for a term of \_\_\_\_ 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; and
- (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.

**4. Purchase Price and Benefits**

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 5.2, 5.7 and 5.13.

**Payment Schedule**

- |  |   |
|--|---|
| 1. Upon signing this Agreement   | 20% of the Purchase Price<br>(inclusive of the Booking Fee) |
| 2. Within 14 days after the Purchaser receives the following notices from the Vendor:  |   |
| (a) Notice that the foundation works relating to the Unit have been completed          | 10% of the Purchase Price                                   |
| (b) Notice that the reinforced concrete works relating to the Unit have been completed | 10% of the Purchase Price                                   |

THE SCHEDULE — *continued*

- |   |  |
|---|--|
| (c) Notice that the brick walls relating to the Unit have been completed  | 5% of the Purchase Price   |
| (d) Notice that the ceiling of the Unit has been completed  | 5% of the Purchase Price   |
| (e) Notice that the door 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 installation of electrical plant, sanitary equipment and air-conditioning plant (if any) relating to the Unit has been completed                                    | 5% of the Purchase Price   |
| (g) Notice that the car park, roads and drains serving the Building have been completed   | 5% of the Purchase Price   |
| 3. Within 14 days after the Purchaser receives the Temporary Occupation Permit or Certificate of Statutory Completion in respect of the Unit  | 25% of the Purchase Price  |
| 4. On Completion Date   | 10% of the Purchase Price payable as follows:                                |
|   | (a) 2% of the Purchase Price to the Vendor; and                              |
|   | (b) 8% 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 the certified copy thereof and a notice of deductions from the Purchase Price which he desires to make under this Agreement; and

THE SCHEDULE — *continued*

- (b) on the Vendor at the same time, the same notice of deductions from the Purchase Price.

5.3 The stakeholder must then pay to the Vendor the sum referred to in item 4 (b) of the Payment Schedule less all authorised deductions 3 working days after receiving from the Purchaser the Certificate of Statutory Completion relating to the Unit (or a certified copy thereof).

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

5.5 The notice referred to in clause 5.4 must be served on the stakeholder at least one working day before the due date of payment under clause 5.3.

5.6 If a notice referred to in clause 5.4 is duly served on the stakeholder in accordance with clause 5.5, then, notwithstanding clause 5.3, the stakeholder shall be entitled to —

- (a) pay to the Vendor at the time prescribed by clause 5.3 (referred to as the payment due date) the sum referred to in item 4 (b) of the Payment Schedule less the amount of deductions notified by the Purchaser under clause 5.2;
- (b) pay to the Purchaser the amount of deductions notified under clause 5.2 less the amounts disputed by the Vendor under clause 5.4 on the payment due date or 7 working days after the Vendor's notice referred to in clause 5.4, 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.

5.7 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 and clauses 5.2 to 5.6 above, the Purchaser must pay to the Vendor the last instalment of 10% of the Purchase Price in the following manner:

- (a) within 14 days after the Purchaser receives the Certificate of Statutory Completion (or a certified copy thereof) 2% of the Purchase Price.
- (b) on Completion Date the balance 8% of the Purchase Price.

THE SCHEDULE — *continued*

5.8 All instalments in items 1 to 3 of the Payment Schedule are to be paid to the Vendor by way of cheques crossed “account payee only” drawn in favour of the bank account which the Vendor has opened with (*name of bank or financial institution*).

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

5.10 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.

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

5.12 The certificate of the Vendor’s qualified person is conclusive of the fact that the works specified there have been completed, and the Purchaser must accept the certificate without further objection or enquiry.

5.13 The Vendor need not give the notices referred to in item 2 (*d*), (*e*), (*f*) and (*g*) of the Payment Schedule in that order but may give them in any order.

5.14 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,

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 documents 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.

THE SCHEDULE — *continued*

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
- (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

THE SCHEDULE — *continued*

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 or recovered by the Vendor.

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

7.6 If the Vendor does not refund the balance of the 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. Payment to Mortgagee**

If the land on which the Unit is built is subject to an encumbrance, the Purchaser must, instead of paying the instalments of the Purchase Price due under clause 5 to the Vendor, pay the instalments to the encumbrancer, and the Purchaser shall be regarded as duly performing his obligations under clause 5 by making payment in that manner.

**9. Title and Share Value**

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

9.2 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.

9.3 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 2004 (Act 47 of 2004) is \_\_\_\_\_. The Purchaser's share of maintenance charges for the common property of the Building shall be (*indicate share value of Unit against total share value of Building*).

\*9.4 Part of the common property of the Building is designated as limited common property for the exclusive benefit of the Purchaser and purchasers of certain other units in the Building. 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*).

THE SCHEDULE — *continued*

**10. Vendor's Obligations**

10.1 The Vendor must as soon as possible build the Unit, together with all common property of the Building, 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 serving the Building according to the requirements and specifications of the Commissioner of Building Control; and
- (b) lay all necessary water, electricity and sewerage mains to serve the Unit and the Building.

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 Unit, and must comply with all the requirements of the Commissioner of Building Control and other relevant authorities for the construction of the Unit.

10.4 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 land on which the Building 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.

10.5 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.

**11. Purchaser's Obligations**

11.1 The Purchaser must pay for all turning-on fees for the supply of electricity or other amenities to the Unit.

11.2 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 Commissioner of Building Control.

11.3 If the Purchaser or his employee or agent damages any of the common property of the Building, the Purchaser must make good such damage to the satisfaction of the Vendor's qualified person.

THE SCHEDULE — *continued*

**12. Title Surveys**

12.1 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.

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 production of conveyance plans referred to in clause 12.1:

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.

12.3 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.

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 Unit to the Purchaser no later than \_\_\_\_\_ (*the Transfer Date*).

13.2 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 and the Building.

13.3 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 Vendor's qualified person that the Unit and the Building (and all the roads, drainage and sewerage works for the Building) have been constructed according to the Specifications and plans approved by the Commissioner of Building Control, and that all

THE SCHEDULE — *continued*

water and electricity supplies and, all gas supplies (if any), have been properly connected to the Unit.

13.4 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.

13.5 Liquidated damages under clause 13.4 are to be calculated on a daily basis, commencing from the day immediately after the Transfer Date, 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 until the Purchaser receives a Notice of Vacant Possession from the Vendor in respect of the Unit.

13.6 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.

13.7 Before taking possession of the Unit, the Purchaser must —

- (a) arrange for the supply of water, electricity and other utility services to be supplied and separately metered to the Unit; and
- (b) pay to the Vendor a deposit of \$500 from which deductions may be made to make good any damage caused by the Purchaser (or his employee or agent) to the common parts of the Building.

**14. Maintenance Charges**

14.1 The Purchaser shall pay to the Vendor maintenance charges for the maintenance of the common property of the Building and any limited common property which the Purchaser is entitled to the benefit of, and for 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 date the Purchaser receives from the Vendor the Notice of Vacant Possession in respect of the Unit,

whichever is the earlier.

14.2 The amount of maintenance charge shall be as approved by the Commissioner of Buildings.

14.3 The Purchaser must also pay to the Vendor all goods and services tax charged by law on the supply maintenance, cleaning and other services referred to in clause 14.1.

14.4 The maintenance charges for the first 6 months and the goods and services tax relating to those charges are to be paid in advance in one lump sum, and are subsequently to be paid quarterly in advance.

THE SCHEDULE — *continued*

14.5 The Purchaser need not pay the maintenance charge and any goods and services tax relating to it once the management corporation of the Building takes over from the Vendor the function of maintaining the Building and the provision of cleaning and other services.

14.6 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 at 2% above the Base Rate on such unpaid amount.

**15. Changes from Specifications and Plans**

15.1 In the course of erecting the Unit, the Vendor shall ensure that no changes from the Specifications and approved plans shall be made except as follows:

- (a) changes which have been approved or are required by the Commissioner of Building Control or other relevant authorities; or
- (b) changes which have been certified by the Vendor's qualified person as convenient or necessary.

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

15.3 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.

15.4 If the final approved building plans for the Unit and the Building differ substantially from the plans and specifications approved by the Purchaser at the date of this Agreement, the Purchaser has the right to terminate this Agreement; and if this happens —

- (a) the Vendor must refund all moneys paid by the Purchaser with interest calculated at the rate of 10% per annum; and
- (b) upon such payment, neither party will have any claim against the other.

Any dispute as to whether the Unit when built differs substantially from the approved plans and specifications is to be referred to arbitration under the Arbitration Act (Cap. 10).

**16. Certificate of Statutory Completion**

16.1 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.

THE SCHEDULE — *continued*

16.2 At any time after the date of 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 Commissioner of Building Control, and the Purchaser agrees to grant them access to the Unit at reasonable times for that purpose.

16.3 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 as are necessary to enable the Vendor to obtain the Certificate of Statutory Completion within 30 days of that notice.

16.4 If the Purchaser does not comply with the Vendor's notice under clause 16.3, 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.

**17. Completion**

17.1 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.

17.2 Completion must take place 14 days after the Purchaser receives the Vendor's Notice to Complete accompanied by a certificate by the Vendor's qualified person stating that the Competent Authority approves the subdivision of the Building.

17.3 The completion of the sale and purchase of the Unit is to take place at the office of the Vendor's solicitors.

17.4 On completion, the Vendor must execute a proper assurance 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 assurance is to be prepared by and at the expense of the Purchaser.

17.5 If for any reason the Vendor does not give a Notice to Complete by the date specified in clause 17.1, the Vendor must pay to the Purchaser liquidated damages.

THE SCHEDULE — *continued*

17.6 Liquidated damages under clause 17.5 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 17.1 until the date when the Notice to Complete is actually given to the Purchaser.

17.7 Any liquidated damages payable to the Purchaser under clause 17.5 may be deducted from any instalment due to the Vendor.

17.8 The deposit of \$500 referred to in clause 13.7 (b) (less any deductions permitted under this Agreement) must be refunded to the Purchaser or his assignee on the Completion Date.

17.9 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.

**18. Defects Liability Period**

18.1 The Vendor must make good at his own cost and expense any defect in the Unit, Building or the common property which becomes apparent within 12 months from the date the Purchaser receives the Notice of Vacant Possession in respect of the Unit.

18.2 The Vendor must make good any 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.

18.3 If the Vendor, after having been duly notified under clause 18.2, fails to carry out the rectification works to make good the defect within the specified time, the Purchaser has the right to recover from the Vendor the cost of those rectification works. The Purchaser may deduct the cost of those rectification works from the sum referred to in item 4 (b) of the Payment Schedule.

18.4 This clause does not excuse the Vendor from his obligations under clause 16.

**19. Errors, omissions and misdescription**

THE SCHEDULE — *continued*

19.1 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 in the plans approved by the Commissioner of Building Control and other relevant authorities.

19.2 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 19.3.

19.3 Where, on completion of a title survey as approved by the Chief Surveyor, it is discovered that the area of the Unit 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 \$ ( <i>Unit Purchase Price</i> ) 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 the 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 5.7, as the case may be.

19.4 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.

**20. Taxes**

20.1 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

THE SCHEDULE — *continued*

Vendor for all such property tax and outgoings which may have been paid by the Vendor after the date of receipt of such Notice.

20.2 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.

20.3 The Purchaser must pay to the Vendor all goods and services tax charged by law on the supply of the Unit and any other goods or services supplied under this Agreement.

20.4 The Purchaser must on demand pay to the Vendor goods and services tax within the time stated in clause 5 or in whatever manner required by law or by the Comptroller of Goods and Services Tax.

20.5 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.

**20A. Mediation**

20A.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.

20A.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. Governing Law**

This Agreement is governed by Singapore law.

SPECIFICATIONS OF THE UNIT

1. Structure:
2. Brick:
3. Roofing Tiles:
4. Roof Timbers:
5. Ceiling:
6. Windows:

THE SCHEDULE — *continued*

- 7. Doors:
- 8. Locks:
- 9. Decoration:
- 10. Flooring:
- 11. Wall Tiles:
- 12. Sanitary Installation:
- 13. Electrical Installation:

DESCRIPTION OF BUILDING 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 limited common property which the Purchaser is entitled to the benefit of:

†Description and particulars of units the purchasers of which are entitled to the exclusive benefit of the limited common property:

(†Applicable if any common property of the Building Project is designated as limited common property.)

Description of parking spaces:

Purpose of building project and restrictions as to use:

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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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*[S 568/1999 wef 15/12/1999]*

*[S 224/2006 wef 19/04/2006]*

*[G.N. Nos. S 4/85; S 122/94; S378/95; S 394/97; S 411/97;  
S 497/97; S 324/98]*

LEGISLATIVE HISTORY  
SALE OF COMMERCIAL PROPERTIES RULES  
(CHAPTER 281, R 1)

This Legislative History is provided for the convenience of users of the Sale of Commercial Properties Rules. It is not part of these Rules.

**1. G. N. No. S 4/1985 — Sale of Commercial Properties Rules**

Date of commencement : 4 January 1985

**2. 1990 Revised Edition — Sale of Commercial Properties Rules**

Date of operation : 25 March 1992

**3. G. N. No. S 122/1994 — Sale of Commercial Properties (Amendment) Rules 1994**

Date of commencement : 1 April 1994

**4. G. N. No. S 378/1995 — Sale of Commercial Properties (Amendment) Rules 1995**

Date of commencement : 1 September 1995

**5. G. N. No. S 394/1997 — Sale of Commercial Properties (Amendment) Rules 1997**

Date of commencement : 1 October 1997

**6. 1999 Revised Edition — Sale of Commercial Properties Rules**

Date of operation : 1 January 1999

**7. G. N. No. S 568/1999 — Sale of Commercial Properties (Amendment) Rules 1999**

Date of commencement : 15 December 1999

**8. G. N. No. S 224/2006 — Sale of Commercial Properties (Amendment) Rules 2006**

Date of commencement : 19 April 2006

**9. G.N. No. S 122/2023 — Sale of Commercial Properties (Amendment) Rules 2023**

Date of commencement : 28 June 2023