

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

**HOUSING DEVELOPERS  
RULES**

**R 1**

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**HOUSING DEVELOPERS  
(CONTROL AND LICENSING) ACT  
(CHAPTER 130, SECTION 22)**

**HOUSING DEVELOPERS RULES**

**ARRANGEMENT OF RULES**

**Rule**

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[4th January 1985]

## **Citation**

1. These Rules may be cited as the Housing Developers Rules.

## **Definitions**

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

“advertisement” includes —

- (a) any notice published in any newspaper, journal or magazine;
- (b) any circular, pamphlet, brochure or other document;
- (c) any announcement displayed on any hoarding, boarding, roof, wall, paling, fence, frame, signboard, plate, cloth, bar, pillar, post, wire, casing or other erection or contrivance; or
- (d) any announcement made by means of films or by means of broadcast sound receivers or television receivers;

“building” includes any completed building, or any building partially completed or to be erected, whether or not intended for any strata subdivision in accordance with any permission or authorisation for strata subdivision granted under the Planning Act (Cap. 232);

“Commissioner of Buildings” means the Commissioner of Buildings appointed under the Building Maintenance and Strata Management Act (Cap. 30C);

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

“housing project” means any land on which construction work is being carried out or has been carried out with a view to building 5 or more separate units for use as residential dwellings;

“land” includes land of any tenure, any building or part thereof, so much of the air-space above the surface as may be reasonably used or enjoyed by any proprietor, and all substances under the surface, whether or not held apart from the surface, and any estate or interest therein;

- “limited common property” has the same meaning as in the Building Maintenance and Strata Management Act (Cap. 30C);
- “lot” means a stratum which is shown as a lot on a strata title plan;
- “registered land” has the same meaning as is assigned to it in the Land Titles (Strata) Act (Cap. 158);
- “Registrar of Titles” means the Registrar of Titles appointed under the Land Titles Act (Cap. 157);
- “strata subdivision” has the same meaning as is assigned to it in the Land Titles (Strata) Act;
- “strata title plan” has the same meaning as in the Land Titles (Strata) Act;
- “stratum” means any part of land consisting of a space of any shape below, on or above the surface of the land, or partly below and partly above the surface of the land, the dimensions of which are delineated;
- “unit”, in relation to a housing project, means a unit in a housing project which can be used as a separate and complete dwelling.

### **Mandatory particulars in advertisements**

**3.** Any advertisement (other than those conveyed by means of broadcast sound receivers or through television receivers) made by or on behalf of a licensed housing developer in respect of any housing project shall include the following particulars:

- (a) the name and the licence number of the housing developer;
- (b) the tenure of the land and encumbrances, if any, to which the land is subject;
- (c) the expected date when the purchasers of the units in the housing project will be able to take vacant possession of the units;
- (d) the expected date when the legal title of the units sold will be conveyed to the purchasers;
- (e) the location of the housing project including the lot number and Mukim/Town Subdivision; and
- (f) the building plan number allocated by the Commissioner of Building Control and the date of building plan approval.

### **Power of Controller to waive requirements**

4. The Controller may, in his discretion, waive any of the requirements of these Rules relating to advertisements of housing projects.

### **Permission of Street and Building Names Board**

5. Every licensed housing developer shall obtain the written permission of the Street and Building Names Board before using any name for any site used for a housing project.

### **Prohibited particulars in advertisements**

6. An advertisement of a housing project shall not contain anything which suggests or is calculated to suggest —

- (a) the patronage of the President or of any of the members of his family;
- (b) any connection with any Government department, statutory body or public building or place; or
- (c) any attribute to which the housing developer cannot genuinely make a claim.

### **False particulars in advertisements**

7. No person shall display or cause to be displayed any advertisement in relation to a housing project which —

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

### **Booking fee**

8. A purchaser of a unit in a housing project shall be required to pay for any option or right to purchase the unit, a booking fee or make any other payment by whatever name it is called, which is not less than 5% but not more than 10% of the purchase price of the unit.

### **Register**

9.—(1) Every housing developer shall maintain a register as shown in Form A in the Schedule showing the particulars of the persons who have obtained options for the purchase of the units in a housing project.

(2) The Controller or any of his officers may require any housing developer to produce for his inspection the register maintained by the developer under paragraph (1).

### **Option**

**10.**—(1) A housing developer shall give to an intending purchaser of a unit in a housing project an option for the purchase which shall be in Form B in the Schedule.

(2) The option granted by the housing 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) Where the number of parking spaces to be provided in a housing project is less than the number of units in the housing project, the housing developer shall, before accepting a booking fee from an intending purchaser for an option to purchase a unit in that housing project —

- (a) notify the intending purchaser that information on the number of parking spaces and units in that housing project is available for his inspection at a specified place and during specified hours free of charge; and
- (b) make available such information for inspection at the specified place and during the specified hours if so requested by that intending purchaser.

(5) Where a unit in a housing project is intended to comprise a lot in a strata title plan, the housing developer shall, before accepting a booking fee from an intending purchaser for an option to purchase that unit —

- (a) notify the intending 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 that housing project as filed with and accepted by the Commissioner of Buildings;

- (ii) where any common property of the housing project is designated as limited common property, a plan or description of the limited common property and the units in the housing project the purchasers of which will be entitled to the exclusive benefit of the limited common property; and
- (b) make available such documents for inspection at the specified place and during the specified hours if so requested by that intending purchaser.

### **Validity of option**

**11.**—(1) Where a housing developer has granted to a person an option to purchase a unit in a housing project, he shall not grant to any other person an option to purchase the same unit until after the first-mentioned option has lapsed.

(2) An option granted by a housing developer to any person to purchase a unit in a housing project shall remain in force for 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 unit.

### **Sale and purchase agreement**

**12.**—(1) An agreement made between a housing developer and a purchaser for the sale and purchase of a unit in a housing project which is not intended to comprise a lot in a strata title plan shall be in Form D in the Schedule.

(2) An agreement for the sale of a unit in a housing project which is intended to comprise a lot in a strata title plan shall be in Form E in the Schedule.

(3) No amendment, deletion or alteration shall be made to the agreement referred to in paragraph (1) or (2) without the prior approval in writing of the Controller.

(4) Any amendment, deletion or alteration to the agreement referred to in paragraph (1) or (2) made without the prior approval in writing of the Controller shall be null and void.

(5) The Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A) shall act as stakeholder under the agreements referred to in paragraphs (1) and (2).

**Compliance with directions given by Controller**

**13.**—(1) The Controller may, by giving directions in writing pursuant to section 23 of the Act, require a housing developer to furnish him with such information or particulars as the Controller may require pertaining to any housing project which is being carried out or has been completed by the housing developer.

(2) Where a direction referred to in paragraph (1) has been given by the Controller, the housing developer concerned shall comply with the direction within 14 days of the receipt of the direction unless the housing developer has prior to the expiration of the 14 days applied for an extension of time to comply with the direction.

(3) The housing developer shall supply the Controller with such information and documents as may be required in support of the application under paragraph (2).

(4) Where an application for an extension of time —

- (a) is rejected by the Controller, the housing developer shall comply with the direction referred to in paragraph (1) within 14 days of the receipt of the letter rejecting the application; or
- (b) is approved by the Controller, the housing developer shall comply with the direction referred to in paragraph (1) within such time as the Controller may determine.

**Power of Controller to carry out investigations**

**14.**—(1) The Controller may at any time carry out an investigation into any housing project and may, after consultation with the relevant Government authorities, give directions in writing pursuant to section 23 of the Act to require the housing developer of the housing project —

- (a) to seek the directions of the Registrar of Titles under \*section 16 of the Land Titles Act (Cap. 157) within such time as the Controller may appoint;
- (b) to comply with the requirements of the competent authority necessary for the grant of written permission for the subdivision of land under section 12 (3) of the Planning Act (Cap. 232) within such time as the Controller may appoint;

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\*This refers to section 16 of the 1985 Edition of the Land Titles Act which has been repealed in 1994 by the Land Titles Act 1993 (Act 27 of 1993).

- (c) to comply with the requirements of the Commissioner of Building Control or other relevant authorities which are conditions precedent to the issue of the temporary occupation permits or the certificates of statutory completion for the units in the housing project sold by the housing developer within such time as the Controller may appoint;
- (d) to obtain separate titles for the units in the housing project sold by the housing developer within such time as the Controller may specify after the date of the grant of written permission by the competent authority for the subdivision of land under section 12 (3) of the Planning Act (Cap. 232);
- (e) to employ registered surveyors to carry out the necessary surveys and to prepare the necessary plans for the housing project for submission to the Chief Surveyor appointed under the Boundaries and Survey Maps Act (Cap. 25) within such time as the Controller may appoint;
- (f) to discharge any mortgage (whether legal or equitable) or any charge of or on the land on which the housing project is carried out, or to repay either partially or in full any sums of money advanced to the housing developer under a mortgage of the land on which the housing project is carried out, within such time as the Controller may appoint; and
- (g) where the housing developer has failed to complete the sale of a unit in the housing project on or before the date appointed for the completion of the sale and purchase of the unit, to complete the sale of the unit in the housing project within such time as may be appointed by the Controller.

(2) Any direction given by the Controller pursuant to paragraph (1) (g) shall not prejudice the right of a purchaser to claim liquidated damages for the developer's failure to complete the sale of any unit in a housing project on or before the date appointed for completion.

**Developer not to seek waiver from purchaser without consent of Controller**

**15.—**(1) A housing developer shall not, without the prior consent in writing of the Controller, seek from a purchaser of a unit in a housing project —

- (a) any waiver of the purchaser's rights under an agreement for the sale and purchase of the unit; or

- (b) any release from the performance of the housing developer's duties and obligations under the agreement for the sale and purchase of the unit.

(2) Any undertaking given by a purchaser of a unit in a housing project to a housing developer which seeks to waive the purchaser's rights or claims against the housing developer for a breach of, or to release a housing developer from the performance of, the housing developer's duties and obligations under an agreement for the sale and purchase of the unit shall be unenforceable unless the prior consent in writing of the Controller has been obtained.

### **Assignment by purchaser**

**16.**—(1) Subject to this rule, where a purchaser of a unit in a housing project intends to assign or has assigned all his rights, title and interest under an agreement made between him and a housing developer for the sale and purchase of the unit, the housing developer shall, 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 unit with such terms and conditions as shall place the housing developer and the assignee in the same position as regards their respective rights and obligations as if the assignee were substituted for the purchaser in the original agreement.

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

(3) The housing developer shall immediately deliver to an 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 housing 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 housing developer to his solicitor.

### **Plan of unit in housing project**

**17.** A housing developer shall attach a plan of a unit in a housing project sold by him to the agreement for sale and purchase of the unit and the plan shall contain such particulars as are sufficient to enable the purchaser to lodge a caveat against the land on which the housing project is being erected.

### **Fee for licence**

**18.** The fee payable by a housing developer for a licence granted under section 4 (4) of the Act shall be as follows:

- |   |           |
|---|-----------|
| (a) licence for the development of a housing project having not more than 10 units                          | \$2,000   |
| (b) licence for the development of a housing project having more than 10 units but not more than 50 units   | \$4,500   |
| (c) licence for the development of a housing project having more than 50 units but not more than 100 units  | \$7,500   |
| (d) licence for the development of a housing project having more than 100 units but not more than 200 units | \$11,000  |
| (e) licence for the development of a housing project having more than 200 units but not more than 400 units | \$14,000  |
| (f) licence for the development of a housing project having more than 400 units                             | \$17,000. |

### **Offences**

**19.—(1)** Any person —

- (a) who refuses or neglects to comply with or acts in contravention of any of the provisions of these Rules;
- (b) who, being a person required under these Rules to furnish any statement or information to the Controller, makes or gives any statement or information which is false, misleading or inaccurate in any material particular; or

- (c) who, in making an application for a licence granted under section 4 (4) of the Act, makes or gives any statement or information which is false, misleading or inaccurate in any material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months or to both.

(2) Any person who knowingly and wilfully aids, abets, procures or instigates the commission of an offence under this rule shall be guilty of an offence and shall be liable on conviction to be punished with the punishment provided for the offence.

### **Savings and transitional provisions**

**20.**—(1) An option which has been granted by a developer prior to 1st October 1997 to any person for the purchase of any unit in any housing project shall continue to be in force as if the Housing Developers (Amendment) Rules 1997 (G.N. No. S 393/97) had not been made until the option has lapsed or has been exercised by the intending purchaser.

(2) Where a purchaser of any unit in a housing project 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 unit shall be in the new form prescribed by the Housing Developers (Amendment) Rules 1997 notwithstanding anything to the contrary in these Rules.

(3) Nothing in the Housing Developers (Amendment) Rules 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 unit in a housing project if it was made before 1st October 1997.

# THE SCHEDULE

## FORM A

Rule 9 (1)

### REGISTER OF BOOKINGS

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.	Nationality (Indicate “PR” for permanent resident and “NPR” for non-permanent resident against nationality of foreigner)	Address as allotted by the Comptroller of Property Tax (where not available Private Lot or Unit No.)	Land Area of Private Lot or Floor Area of Unit	Purchase Price of Property	Date Option Given	Option fee paid \$	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 10 (1)

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:** \*Detached/Semi-detached/Terrace/Shop House/Flat/  
Premises (\_\_\_\_\_ type) on \_\_\_\_\_ storey  
\*marked on the sale brochure as \*Plot/Flat No. \_\_\_\_\_ to be erected  
on Government Resurvey Lot No. \_\_\_\_ of Town Subdivision/Mukim  
\_\_\_\_\_ Singapore

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

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

**Expiry date of Option:**

**#Housing Project:** The housing project known as \_\_\_\_\_, of which  
the Property forms part, and which is \*built/being built/to be  
built on Government Resurvey Lot No. \_\_\_\_\_ of \*Town  
Subdivision/Mukim \_\_\_\_ Singapore

**#Number of units in the Housing Project:** \_\_\_\_\_

**#Number of parking spaces in the Housing Project:** \_\_\_\_\_

**Purchase Price:**

**Booking fee:** (\_\_\_\_\_ % 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)

\*Delete whichever is inapplicable.

#Applicable if the number of parking spaces is less than the number of units in the Housing Project.

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THE SCHEDULE — *continued*

FORM B — *continued*

**Date of Approval of**

**Building Plans:**

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

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  
Housing Developers Rules (Cap. 130, R 1).

**3. Expiry of Option**

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

**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,  
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.

THE SCHEDULE — *continued*FORM B — *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 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 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 \_\_\_\_\_.

**\*9. Information for Intending Purchaser of Strata Unit**

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

\*9.2 Your purchase of the Property 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 Property 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

[Form C deleted by S 393/97]

THE SCHEDULE — *continued*

## FORM D

Rule 12 (1)

**SALE AND PURCHASE AGREEMENT**

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

**1. General***1.1 Definitions**1.1.1 In this Agreement —*

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

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

(a) are specified in a duly served notice under clause 5.2 (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 DBS Bank Ltd, Oversea-Chinese Banking Corporation Ltd and United Overseas Bank Ltd, 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 Property dated \_\_\_\_\_;

“Building” means the \*detached/semi-detached/terrace house \*built/to be built/being built by the Vendor on the Property as one of the building plots in the Housing Estate;

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

“Certificate of Statutory Completion” means the Certificate of Statutory Completion issued by the Commissioner of Building Control under the Building Control Act;

THE SCHEDULE — *continued*FORM D — *continued*

- “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 Building Maintenance and Strata Management Act (Cap. 30C);
- “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);
- “Completion Date” means the date on which completion takes place in accordance with clause 16;
- “defect” means any fault in the Building which is due either to defective workmanship or materials or to the Building 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 Property;
- “Housing Estate” means the housing estate known or to be known as \_\_\_\_\_ and \*built/being built/to be built by the Vendor under approved Building Plan BP No. \_\_\_\_\_;
- “Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 13.3 to take vacant possession of the Property;
- “Notice to Complete” has the same meaning as in clause 16.1;
- “Purchase Price” means the sum of \$\_\_\_\_\_;
- “qualified person” has the same meaning as in the Building Control Act (Cap. 29);
- “Specifications” means the specifications set out in the Second Schedule;
- “Singapore Academy of Law” means the Singapore Academy of Law established by the Singapore Academy of Law Act (Cap. 294A);
- “Temporary Occupation Permit” means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act;
- “the Payment Schedule” means the Payment Schedule set out in clause 5.1;

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*FORM D — *continued*

“the Property” means one of the building plots in the Housing Estate known or to be known as \_\_\_\_\_ (*address*), comprising an estimated land area of \_\_\_\_\_ square metres 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. \_\_\_\_\_, TOGETHER with the Building \*erected/being erected on the land (more particularly delineated in red in the Plan in the First Schedule);

“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;

“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.

THE SCHEDULE — *continued*FORM D — *continued*

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

- |   |   |
|---|---|
| (a) by post in a registered letter addressed to the party to be served at his last known residence or place of business | the time such letter would in the ordinary course be delivered unless the letter is returned through the post undelivered.        |
| (b) by 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).

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 Property at the Purchase Price.

## 3. Terms of Sale

The Property 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.

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\*Delete whichever is inapplicable.

\*\*In exercise of the powers conferred by rule 12 (3), the Controller has approved the alteration of the term "Singapore Law Society's Conditions of Sale 1994" to "Law Society of Singapore's Conditions of Sale 1999".

THE SCHEDULE — *continued*FORM D — *continued***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  | 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 work of the Building has been completed  | 10% of the Purchase Price                                   |
| (b) Notice that the reinforced concrete framework of the Building has been completed  | 10% of the Purchase Price                                   |
| (c) Notice that the brick walls of the Building have been completed   | 5% of the Purchase Price                                    |
| (d) Notice that the roofing of the Building 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 Building have been completed | 5% of the Purchase Price                                    |
| (f) Notice that the car park, roads and drains serving the Housing Estate have been completed   | 5% of the Purchase Price                                    |

THE SCHEDULE — *continued*FORM D — *continued*

3. Within 14 days after the Purchaser receives — 25% of the Purchase Price
- (a) a Notice of Vacant Possession and either the Temporary Occupation Permit or Certificate of Statutory Completion in respect of the Building (or a certified copy thereof); and
  - (b) a certificate by the qualified person engaged by the Vendor that the Building and all roads and drainage and sewerage works in the Housing Estate have been completed, and that water and electricity supplies, and gas supplies (if any), have been connected to the Building.
4. 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 Building (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.

THE SCHEDULE — *continued*FORM D — *continued*

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 Building (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 Building 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:

- |   |  |
|---|--|
| (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:<br><ul style="list-style-type: none"><li>(i) 8% of the Purchase Price shall be paid to the Vendor; and</li><li>(ii) 5% of the Purchase Price shall 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.</li></ul> |
| (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, the Purchaser 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.

THE SCHEDULE — *continued*FORM D — *continued*

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 —

- (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 amounts 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.

THE SCHEDULE — *continued*FORM D — *continued***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 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.

THE SCHEDULE — *continued*FORM D — *continued*

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 Property 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 balance of those instalments not more than 21 days after one of the following dates, whichever is the later:

- (a) the date this Agreement is annulled; or
- (b) where vacant possession of the Property has been delivered to the Purchaser, the date vacant possession of the Property is returned to 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

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

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

## 9. Planning Approval

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

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\*To delete “\*as Phase \_\_\_\_” if inapplicable.

THE SCHEDULE — *continued*FORM D — *continued*

9.2 No amendment to the approved layout of the Housing Estate will be made or carried out except as may be required by the Commissioner of Building Control or other relevant authorities.

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

**10. Vendor's Obligations**

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

10.2 The Vendor shall at his own cost and expense —

- (a) build the roads, driveways, drains, culverts and sewerage mains and sewerage plant in the Housing Estate serving the Property according to the requirements and specifications of the Commissioner of Building Control and other relevant authorities; and
- (b) lay all necessary water, electricity and sewerage mains and gas mains, if any, to serve the Building and cause the internal mains and the sanitary installations of the Building to be connected to the water, electricity and sewerage mains and, if applicable, the gas mains of the various relevant authorities or to the sewerage treatment plant in the Housing Estate.

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

10.4 The Vendor must at his own expense obtain the Certificate of Title for the Property except where the Registrar of Titles gives a direction that the Property is not to be brought under the provisions of the Land Titles Act (Cap. 157).

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

**11. Purchaser's Obligations**

11.1 The Purchaser must pay for all turning on fees for the supply of water and electricity and gas (if any) to the Building.

THE SCHEDULE — *continued*FORM D — *continued*

11.2 Where the Certificate of Statutory Completion has not been issued for the Building, the Purchaser shall not, without the prior written consent of the Vendor, carry out or cause to be carried out any alterations or additions to the Building which result in the Building not having been constructed according to the plans and specifications approved by the Commissioner of Building Control.

**12. Title Surveys**

12.1 The Vendor must conduct or cause to be conducted all necessary title surveys relating to the subdivision of the Property and to the production of conveyance plans for the Purchaser in respect of the Property.

12.2 The Vendor and Purchaser shall contribute in the following proportions to meet the expenses (exclusive of goods and services tax) for the title surveys and the production of conveyance plans referred to in clause 12.1:

Vendor	50%
Purchaser	50%

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

13.2 Before delivering vacant possession of the Property to the Purchaser, the Vendor must ensure that the Property has been completed so as to be fit for occupation and must remove all surplus material and rubbish from the Property.

13.3 The Vendor shall deliver vacant possession of the Property to the Purchaser by delivering a Notice of Vacant Possession in respect of the Property. On delivery of vacant possession of the Property 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 Building; and

THE SCHEDULE — *continued*

FORM D — *continued*

- (b) a certificate by the qualified person engaged by the Vendor that the Building and all the roads and drainage and sewerage works in the Housing Estate have been constructed according to the plans and specifications approved by the Commissioner of Building Control, and that all water and electricity supplies, and all gas supplies (if any), have been properly connected to the Building.

13.4 If the Vendor for any reason does not deliver vacant possession of the Property 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 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 Property.

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.

**14. Changes from Specifications and Plans**

14.1 In the course of erecting the Building, 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 Commissioner of Building Control or other relevant authorities.

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

14.3 In the event that any such change involves the substitution or use of cheaper materials or an omission of any works or a reduction in the scale of works originally agreed to be carried out by the Vendor, the Purchaser shall be entitled to a corresponding reduction in the Purchase Price or to damages.

**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 Building, and must produce that Certificate to the Purchaser once it is issued.

15.2 At any time after delivery of vacant possession of the Property to the Purchaser but before the issue of the Certificate of Statutory Completion for the Building, the Vendor and his workmen or agents have the right to make such

THE SCHEDULE — *continued*FORM D — *continued*

alterations or additions to the Building as may be required by the Commissioner of Building Control, and the Purchaser agrees to grant them access to the Property at reasonable times for that purpose.

15.3 If the issue of a Certificate of Statutory Completion in respect of the Building is refused, withheld or delayed owing to any alteration or addition carried out or caused to be carried out by the Purchaser without the Vendor's prior written consent, or some other act or omission by the Purchaser, the Vendor may by notice in writing require the Purchaser to take such measures within 30 days of that notice as are necessary to enable the Vendor to obtain the 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 Property to make such necessary alterations and additions to the Building as may be required by the Commissioner of Building Control, and to recover from the Purchaser the cost of the alterations and additions.

**16. Completion**

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

16.3 The completion of the sale and purchase of the Property 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 Property. The Vendor must also deliver to the Purchaser a duplicate Certificate of Title for the Property unless the Registrar of Titles has directed that the Property will not be brought under the provisions of the Land Titles Act (Cap. 157). The conveyance 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.

THE SCHEDULE — *continued*FORM D — *continued*

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 until the date the Notice to Complete is actually given to the Purchaser.

16.7 Any liquidated damages payable to the Purchaser under clause 16.5 may be deducted from any instalment of the Purchase Price due to the Vendor.

16.8 Notwithstanding completion of the purchase of the Property, the terms of this Agreement which are not fulfilled 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 Building 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 Property.

17.2 The Vendor must make good any defect in the Building within one month of his receiving a notice from the Purchaser requiring the Vendor to make good such defect, failing which the Purchaser may 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*FORM D — *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 Property is the area derived from the dimensions shown on the plans approved by the Commissioner of Building Control and other relevant authorities.

18.2 Any error, omission or misdescription of the area of the Property does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor, the Purchaser has the right to an adjustment of the Purchase Price calculated under clause 18.3.

18.3 Where, on completion of a title survey as approved by the Chief Surveyor, it is discovered that the area of the Property 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 $\$(\text{Unit Purchase Price})$ 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 Property is more than the area stated in this Agreement.

**19. Easements**

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

- (a) the right to pass and re-pass on foot or on any vehicle along the private roads in the Housing Estate;

THE SCHEDULE — *continued*FORM D — *continued*

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

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

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

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

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

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

**20. Restrictive Covenants**

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

- (a) the Purchaser will not use or allow the Property to be used for any purpose which will be a nuisance to the Vendor or to any of his neighbours;
- (b) the Purchaser will not use or allow the Property to be used for any purpose other than as a private residence;

THE SCHEDULE — *continued*FORM D — *continued*

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

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

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

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

**21. Taxes**

21.1 After the Purchaser receives from the Vendor a Notice of Vacant Possession in respect of the Property, the Purchaser must pay for all property tax and other outgoings levied in respect of the Property, and must on demand reimburse the Vendor for all such property tax and outgoings which may have been paid by the Vendor after the date of receipt of the Notice of Vacant Possession.

21.2 Where any property tax and other outgoings levied in respect of the Property 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.

**21A. Mediation**

21A.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.

21A.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.

**22. Governing law**

This Agreement is governed by Singapore law.

THE SCHEDULE — *continued*

FORM D — *continued*

FIRST SCHEDULE

(Plan of Property)

SECOND SCHEDULE

SPECIFICATIONS OF THE BUILDING

1. Foundation

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

2. Superstructure

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

3. Walls

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

4. Roof

(a) Pitched roof:

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

(b) Flat roof:

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

5. Ceiling

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

6. Finishes

(a) Wall:

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

THE SCHEDULE — *continued*FORM D — *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, one water closet, one longbath, one soap holder, one towel rail to the master bedroom).

## 10. Electrical Installation

- (a) State whether wiring is ) e.g. Ceiling light — 7  
concealed )
- (b) State the type and ) 15 amp power — 2 points  
number of lighting and ) Telephone — 5 points  
power points )

## 11. TV/FM/Telephone

State the number of TV/FM )  
telephone points )

## 12. Lightning Protection

Lightning protection system shall be provided in accordance with Singapore Standard CP.

## 13. Painting

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

THE SCHEDULE — *continued*

FORM D — *continued*

14. Water Proofing

State the locations.

15. Driveway and Car Park

State the finishes.

16. Gate and Fencing

State the type of fencing and height.

17. Turfing

State the type of turf to be provided.

18. 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.

SIGNED by or for the VENDOR  
in the presence of

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SIGNED by or for the PURCHASER  
in the presence of

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THE SCHEDULE — *continued*

## FORM E

Rule 12 (2)

**SALE AND PURCHASE AGREEMENT**

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

**1. General****1.1 Definitions****1.1.1 In this Agreement —**

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

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

(a) are specified in a duly served notice under clause 5.2 (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 DBS Bank Ltd, Oversea-Chinese Banking Corporation Ltd and United Overseas Bank Ltd, 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 \*Grant No./State Lease No. \_\_\_\_\_;

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

“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;

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*FORM E — *continued*

- “Commissioner of Buildings” means the Commissioner of Buildings appointed under the Building Maintenance and Strata Management Act (Cap. 30C);
- “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);
- “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 approved Building Plan BP No .\_\_\_\_\_;
- “limited common property” has the same meaning as in the Building Maintenance and Strata Management Act;
- “Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 12.3 to take vacant possession of the Unit;
- “Notice to Complete” has the same meaning as in clause 16.1;
- “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 Schedule;
- “Temporary Occupation Permit” means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act;
- “Purchase Price” means the sum of \$\_\_\_\_\_;
- “the Payment Schedule” means the Payment Schedule set out in clause 5.1;

THE SCHEDULE — *continued*FORM E — *continued*

“the Unit” means the \*flat/townhouse 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;

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

“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. |
|---|--|

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\*Delete whichever is inapplicable.

THE SCHEDULE — *continued*FORM E — *continued*

- |  |   |
|--|---|
| (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).

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**

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.

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\*Delete whichever is inapplicable.

\*\*In exercise of the powers conferred by rule 12 (3), the Controller has approved the alteration of the term "Singapore Law Society's Conditions of Sale 1994" to "Law Society of Singapore's Conditions of Sale 1999".

THE SCHEDULE — *continued*FORM E — *continued***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 work of the Unit has been completed  | 10% of the Purchase Price                                   |
| (b) Notice that the reinforced concrete framework of the Unit has been completed  | 10% of the Purchase Price                                   |
| (c) Notice that the brick walls of 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 car park, roads and drains serving the Housing Project have been completed  | 5% of the Purchase Price                                    |

THE SCHEDULE — *continued*FORM E — *continued*

3. Within 14 days after the Purchaser receives — 25% of the Purchase Price
- (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) a 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 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.

THE SCHEDULE — *continued*FORM E — *continued*

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:

- |   |   |   |   |
|---|---|---|---|
| (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:<br><table border="0"><tr><td style="vertical-align: top;">(i) 8% of the Purchase Price shall be paid to the Vendor; and</td></tr><tr><td style="vertical-align: top;">(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.</td></tr></table> | (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. |
| (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, the Purchaser 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.

THE SCHEDULE — *continued*FORM E — *continued*

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 —

- (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 amounts 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.

THE SCHEDULE — *continued*FORM E — *continued*

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,

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.

THE SCHEDULE — *continued*FORM E — *continued*

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 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.

THE SCHEDULE — *continued*FORM E — *continued*

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

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

(\*Delete if inapplicable)

**9. Vendor's Obligations**

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

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

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

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.

THE SCHEDULE — *continued*FORM E — *continued*

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

**10. Purchaser's Obligations**

10.1 The Purchaser must pay for all turning on fees for the supply of water and electricity and gas (if any) to the Unit.

10.2 Where the 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. 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%
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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.
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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*).

THE SCHEDULE — *continued*FORM E — *continued*

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 Commissioner of Building Control, 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.

### 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 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 Purchaser receives the Notice of Vacant Possession in respect of the Unit,

whichever is the earlier.

13.2 The amount of the maintenance charges shall be as approved by the Commissioner of Buildings.

THE SCHEDULE — *continued*

FORM E — *continued*

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 charges 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 charges or goods and services tax is not paid at the end of 14 days after it is due, the Purchaser must then pay interest calculated on a daily basis at 2% 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 Commissioner of Building Control or other relevant authorities.

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

14.3 In the event that any such change involves the substitution or use of cheaper materials or an omission of any works or a reduction in the scale of works originally agreed to be carried out by the Vendor, the Purchaser shall be entitled to a corresponding reduction in the Purchase Price or to damages.

**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 Commissioner of Building Control, and the Purchaser agrees to grant them access to the Unit at reasonable times for that purpose.

THE SCHEDULE — *continued*FORM E — *continued*

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 Commissioner of Building Control, 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 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 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.

THE SCHEDULE — *continued*FORM E — *continued*

16.7 Any liquidated damages payable to the Purchaser under clause 16.5 may be deducted from any instalment of the Purchase Price due to the Vendor.

16.8 Notwithstanding completion of the purchase of the Unit, the terms of this Agreement which are not fulfilled 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.

**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 Commissioner of Building Control and other relevant authorities.

THE SCHEDULE — *continued*FORM E — *continued*

18.2 Any error, omission or misdescription of the area of the Unit does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor, the Purchaser has the right to an adjustment of the Purchase Price calculated 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 $\frac{\$(\text{Unit Purchase Price})}{\text{per square metre of deficiency which is in excess of 3\% of the area stated in this Agreement.}}$

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. Taxes**

19.1 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.

19.2 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.

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

THE SCHEDULE — *continued*FORM E — *continued*

19.4 The Purchaser must on demand pay to the Vendor goods and services tax either —

- (a) within the time stated in this Agreement for the payment of such goods and services supplied; or
- (b) in whatever manner required by law or by the Comptroller of Goods and Services Tax.

19.5 If such goods and services tax remains unpaid when due, the Purchaser must pay interest (calculated on a daily basis at the rate of 2% above the Base Rate) on the unpaid tax from the day after it becomes due until such time as it is paid.

**19A. Mediation**

19A.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.

19A.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.

**20. Governing law**

This Agreement is governed by Singapore law.

## THE 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.

THE SCHEDULE — *continued*FORM E — *continued*

## 4. Roof

## (a) Pitched roof:

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

## (b) Flat roof:

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

## 5. Ceiling

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

## 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).

## (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.

THE SCHEDULE — *continued*FORM E — *continued*

## 9. Sanitary Fittings

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

## 10. Electrical Installation

(a) State whether wiring is ) e.g. Ceiling light — 7  
concealed )

(b) State the type and ) 15 amp power — 2 points  
number of lighting and ) Telephone — 5 points  
power points )

## 11. TV/FM/Telephone

State the number of TV/FM )  
telephone points )

## 12. Lightning Protection

Lightning protection system shall be provided in accordance with Singapore Standard CP.

## 13. Painting

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

## 14. Water Proofing

State the locations.

## 15. Driveway and Car Park

State the finishes.

## 16. 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.

THE SCHEDULE — *continued*FORM E — *continued*

## 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:

\*Total number of parking spaces:

†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:

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\*Applicable if the number of parking spaces is less than the number of units in the Housing Project.

†Applicable if any common property of the Housing Project is designated as limited common property.

THE SCHEDULE — *continued*

FORM E — *continued*

Description of parking spaces:

Purpose of building project and restrictions as to use:

SIGNED by or for the VENDOR  
in the presence of

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SIGNED by or for the PURCHASER  
in the presence of

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[G.N. Nos. S 2/85; S 137/89; S 231/89; S 91/92; S 68/93; S 227/94; S 438/94;  
S 187/95; S 371/95; S 393/97; S 410/97; S 490/97; S 319/98;  
S 566/99; S 444/2000; S 812/2005; S 223/2006; S 87/2007]

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