

## **Sale of Commercial Properties Rules**

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### **THE SCHEDULE**

### **Legislative History**

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

### **SALE OF COMMERCIAL PROPERTIES RULES**

[4th January 1985]

## **Citation**

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

## **Definition**

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

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

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

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

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

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

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

## **No payment exceeding 10%**

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

## **Developer to maintain register**

- 4.—(1) A developer of commercial properties shall maintain a register as shown in

Form A in the Schedule showing the particulars of those persons who have obtained options for the purchase of his commercial properties.

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

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

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

(2) The option granted by the developer shall not be assignable or transferable.

(3) No amendment, deletion or alteration to the option referred to in paragraph (1) shall be made except with the approval in writing of the Controller.

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

(a) notify the prospective purchaser that the following documents are available for his inspection at a specified place and during specified hours free of charge:

(i) a copy of the schedule of strata units or amended schedule of strata units for the building project comprising the commercial property as filed with and accepted by the Commissioner of Buildings;

(ii) where any common property of the building project comprising the commercial property is designated as limited common property, a plan or description of the limited common property and the commercial properties in the building project the purchasers of which will be entitled to the exclusive benefit of the limited common property; and

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

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

### **Exclusive option**

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

(2) An option to purchase any commercial property shall remain in force for a period

of 3 weeks from the date of delivery to the option holder's solicitors of the title deeds or copies thereof and the draft agreement for the sale and purchase of the property.

### **Sale and purchase agreement**

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

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

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

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

### **Development plan**

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

### **Assignment**

9.—(1) Subject to this rule, where a purchaser of a commercial property intends to assign or has assigned all his right, title and interest under an agreement made between him and a developer for the sale and purchase of the commercial property, the developer shall, within 3 weeks of being so required in writing by the assignee, enter into a new agreement with the assignee for the sale and purchase of the commercial property containing terms and conditions as shall place the developer and the assignee in the same position as regards their respective rights and obligations as if the assignee were substituted for the purchaser in the original agreement.

(2) Where the new agreement requires or contains any amendment or alteration to or deletion of any term or condition in the original agreement for the sale and purchase of the commercial property, the developer shall submit an application to the Controller for approval of such amendment, alteration or deletion within one week of being required by an assignee to enter into a new agreement for the sale and purchase of the commercial property under paragraph (1), and the Controller may approve (wholly or partly and with or without modifications) or disapprove such an application.

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

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

### **Penalty**

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

### **Savings and transitional provisions**

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

(2) Where a purchaser of any commercial property under an agreement made before 1st October 1997 assigns on or after that date all his right, title or interest under that agreement, the new agreement with the assignee for the sale and purchase of that property shall be in the new form prescribed by the Sale of Commercial Properties (Amendment) Rules 1997 notwithstanding anything to the contrary in these Rules.

(3) Nothing in these Rules shall require the Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A) to act as stakeholder under any agreement for the sale and purchase of any commercial property if it was made before 1st October 1997.