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## No. S 168

### HOUSING AND DEVELOPMENT ACT (CHAPTER 129)

#### HOUSING AND DEVELOPMENT (AGREEMENTS FOR SALE AND PURCHASE) (AMENDMENT) RULES 2014

In exercise of the powers conferred by section 65(1) of the Housing and Development Act, the Minister for National Development hereby makes the following Rules:

#### Citation and commencement

1. These Rules may be cited as the Housing and Development (Agreements for Sale and Purchase) (Amendment) Rules 2014 and shall come into operation on 10th March 2014.

#### Deletion and substitution of Schedule

2. The Schedule to the Housing and Development (Agreements for Sale and Purchase) Rules (R 11) is deleted and the following Schedule substituted therefor:

“THE SCHEDULE

Rule 3

FORM

OPTION TO PURCHASE

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

**Flat address :** \_\_\_\_\_ (“Flat”)

#### 1. Details

<b>Purchase Price</b>	\$ _____	(“Purchase Price”)
<b>Option Fee</b> (Up to a maximum of \$1,000)	\$ _____	(“Option Fee”)
<b>Option Expiry Date and Time</b> (Date: State 21st calendar day after the Option Date)	on _____ (dd/mm/yy) at 4:00 p.m.	(“Option Expiry”)

THE SCHEDULE — *continued*

	Name	NRIC Number
<b>Seller</b>	(1)	
	(2)	
	(3)	
	(4)	
<b>Buyer</b>	(1)	
	(2)	
	(3)	
	(4)	

**2. Option to Purchase**

- 2.1 The Seller has received the Option Fee from the Buyer.
- 2.2 In consideration of the Option Fee, the Seller grants to the Buyer the option to buy the Flat upon the terms set out in this Option to Purchase (“Option”).

**3. Confirmation by Seller**

- 3.1 The Seller confirms that as at the Option Date, he has either —
- (a) satisfied the minimum occupation period determined by the HDB; or
  - (b) not satisfied the minimum occupation period but has obtained the HDB’s prior written consent for the sale of the Flat.
- 3.2 If the Seller has not met the requirement in Clause 3.1, this Option will be null and void. The Seller will return to the Buyer any moneys paid by the Buyer to the Seller, whether or not the Buyer has exercised this Option. The Buyer may pursue any other claim he may have against the Seller.

**4. Request for Valuation**

- 4.1 Where the Buyer intends to finance the purchase of the Flat using his CPF moneys or a mortgage loan or both, the Buyer must, by the next working day after the Option Date, submit to the HDB —
- (a) a request, in the form and manner required by the HDB, to have the value of the Flat assessed by a valuer appointed by the HDB (“Valuation Request”); and
  - (b) a copy of this Option.
- 4.2 The Seller consents to the Buyer submitting the Valuation Request to the HDB.
- 4.3 The Seller must, within 4 working days after the day the Buyer submits the Valuation Request to the HDB, allow a valuer appointed by the HDB to enter the Flat at any time in the day to assess the value of the Flat.

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THE SCHEDULE — *continued*

**5. Expiry of Option**

This Option will expire on the Option Expiry. If the Buyer does not exercise this Option in the manner set out below, this Option will be null and void.

**6. Exercise of Option by Buyer**

6.1 To exercise this Option, the Buyer must do all of the following on or before the Option Expiry:

- (a) sign the “Acceptance” in this Option;
- (b) deliver the signed Option (original copy) to the Seller\*; and
- (c) pay the Seller \$ \_\_\_\_\_ (“Option Exercise Fee”).

**The Option Fee and the Option Exercise Fee together (“the Deposit”) must not exceed \$5,000.**

*\*If the Seller wishes to authorise another party to receive the signed Option and Option Exercise Fee, he must complete Form A in this Option.*

6.2 This Option and the Acceptance signed by the Buyer will form a binding contract for the sale and purchase of the Flat. The Deposit will form part of the Purchase Price to secure the performance of the terms and conditions in this Option and completion of the sale and purchase.

**7. Non-Exercise of Option**

If the Buyer does not exercise this Option in the manner stated in this Option, and provided the Seller has met the requirement in Clause 3.1 —

- (a) the Seller is entitled to retain the Option Fee; and
- (b) neither party will have any claim against the other.

**8. Buyer not to assign this Option**

The Buyer must not assign or transfer his rights or obligations under this Option to any other person.

**Terms and Conditions for Sale and Purchase****9. General**

9.1 In this Option —

“Completion Date” means the date on which completion of the sale and purchase of the Flat is to take place in accordance with Clause 13;

“CPF” means the Central Provident Fund established under the Central Provident Fund Act (Cap. 36);

“HDB” means the Housing and Development Board established under the Housing and Development Act (Cap. 129);

“Law Society Conditions” means the conditions of sale known as “The Law Society of Singapore’s Conditions of Sale 1999”;

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THE SCHEDULE — *continued*

“Seller” and “Buyer” include the Seller’s and Buyer’s personal representatives, successors-in-title and assigns;

“working day” means any day from Monday to Saturday which is not a public holiday.

- 9.2 Words expressing the singular include the plural and vice versa.
- 9.3 Words referring to the male gender include the female gender.
- 9.4 If there is more than one Seller or more than one Buyer, their obligations under this Option can be enforced against them all jointly or against each of them individually.

**10. Agreement for sale and purchase**

- 10.1 The Seller sells to the Buyer, free from all encumbrances, the remaining leasehold interest in the Flat at the Purchase Price.

- \*10.2 The sale includes the movable property, fittings and other items (“Movable Property”) in the Flat as listed in the Schedule attached to this Option and signed by the parties. The Seller warrants that the Movable Property is his own property free from any rental agreement, hire purchase agreement or other third party interest.

*\* Delete if not applicable.*

- 10.3 The Flat is sold subject to —
- (a) the Housing and Development Act (Cap. 129) and any rules made under the Act;
  - (b) the terms and conditions of sale and purchase of an HDB resale flat as prescribed by the HDB from time to time;
  - (c) the policies of the HDB in force from time to time;
  - (d) the terms and conditions of this Option;
  - (e) the conditions in the Law Society Conditions which —
    - (i) apply to a sale by private contract; and
    - (ii) are not varied by or inconsistent with the terms and conditions in this Option; and
  - (f) the terms, covenants and conditions in the Agreement for Lease, Lease and Memorandum of Lease including any variation or supplement of such documents.

**11. Liability for upgrading works**

- 11.1 The Flat is sold subject to the HDB’s upgrading programmes.
- 11.2 The parties are aware that under section 65F of the Housing and Development Act, the owner of the Flat, as at the date of the HDB’s written demand, is liable to pay to the HDB the costs of any upgrading works that are payable by the owner to the HDB under Part IVA of that Act.

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THE SCHEDULE — *continued*

- 11.3 Once the sale and purchase of the Flat is completed, the Buyer is regarded as the owner of the Flat.

**12. Application for HDB's approval**

The Seller and Buyer will within \_\_\_\_\_ calendar days after the date of exercise of this Option, jointly apply to the HDB for its approval for the sale and purchase of the Flat.

**13. Completion Date**

Unless extended by the HDB, the Completion Date will be within 8 weeks after the date of the HDB's first appointment with the Seller and Buyer for the sale and purchase of the Flat.

**14. Seller's obligations**

- 14.1 The Seller must, within 7 working days after the request of the HDB or the Buyer's solicitor —

- (a) produce such documents;
- (b) sign such documents;
- (c) make such declarations; or
- (d) provide such information,

to the HDB or the Buyer's solicitor, as may be required to obtain the HDB's approval for the sale of the Flat.

- 14.2 The Seller must allow the HDB, or any of its authorised officers, to enter the Flat at any time in the day to check for unauthorised works or for such other purposes as may be required by the HDB.

- 14.3 The Seller must carry out such acts and sign such documents as the HDB or the Buyer's solicitor may direct to discharge any existing mortgage, charge, third party caveat or other encumbrance with respect to the Flat on or before completion.

- 14.4 The Seller must at his own cost before the Completion Date —

- (a) take down and remove all fixtures, fittings, structures or works done within the Flat not approved by the HDB;
- (b) repair and make good any resulting defects in the Flat; and
- (c) remove and dispose of all resulting surplus or waste materials from the Flat.

- 14.5 The Seller agrees to take such steps as the Buyer may reasonably request to help the Buyer obtain the HDB's approval for the purchase of the Flat.

- 14.6 If the sale proceeds are insufficient to —

- (a) refund any CPF moneys used by the Seller for the Flat together with accrued interest;