First published in the Government *Gazette*, www.egazette.gov.sg, on 30 October 2026 at 5 pm.

No. S 814

SALE OF COMMERCIAL PROPERTIES ACT 1979

SALE OF COMMERCIAL PROPERTIES (AMENDMENT) RULES 2026

In exercise of the powers conferred by section 10 of the Sale of Commercial Properties Act 1979, the Minister for National Development makes the following Rules:

Citation and commencement

1.—(1) These Rules are the Sale of Commercial Properties (Amendment) Rules 2026 and, except for rules 2(*e*) and (*h*), 3(*b*) and (*d*) and 4, come into operation on 31 December 2026.

(2) Rules 2(*e*) and (*h*) and 3(*b*) and (*d*) come into operation on 1 June 2027.

(3) Rule 4(*a*) and (*b*) is deemed to have come into operation on 1 October 2025.

(4) Rule 4(*c*) is deemed to have come into operation on 31 December 2021.

Amendment of rule 5

2. In the Sale of Commercial Properties Rules (R 1) (called in these Rules the principal Rules), in rule 5(4) —

(*a*) in sub-paragraph (*a*)(i), after "Commissioner of Buildings", insert "under section 11 of the Building (Strata Management) Act 2004";

(*b*) in sub-paragraph (*b*), replace "such documents" with "the documents mentioned in sub-paragraph (*a*)";

(*c*) in sub-paragraph (*b*), delete "and" at the end;

(*d*) after sub-paragraph (*b*), insert —

"(*ba*) notify the prospective purchaser of the share value allotted to the commercial property against —

(i) the total share value of the building project comprising the commercial property; and

(ii) the total share value of the commercial properties in the building project the purchasers of which will be entitled to the exclusive benefit of the limited common property, if any;";

(*e*) after sub-paragraph (*ba*), insert —

"(*bb*) if the developer's application for planning permission for the building project comprising the commercial property is made under the Planning Act 1998 on or after 1 June 2027 — notify the prospective purchaser of the maximum rate approved by the Commissioner of Buildings (as mentioned in section 18(1) of the Building (Strata Management) Act 2004) for the calculation of the charges for the management and maintenance of each of the following:

(i) the common property of the building project comprising the commercial property;

(ii) the limited common property (if any) of the building project comprising the commercial property;";

(*f*) in sub-paragraph (*c*), replace the full-stop at the end with "; and";

(*g*) after sub-paragraph (*c*), insert —

"(*d*) obtain written acknowledgement from the prospective purchaser that the developer has complied with the requirements mentioned in sub-paragraphs (*a*), (*b*), (*ba*) and (*c*).."; and

(*h*) in sub-paragraph (*d*), after "(*ba*)", insert ", (*bb*)".

Amendment of Schedule

3. In the principal Rules, in the Schedule —

(*a*) replace Form B with —

"FORM B

Rule 5(1)

OPTION TO PURCHASE

Date of grant of this Option ("Option Date"):

Vendor:

Name: _____

Address of registered office: _____

Intending Purchaser:

S/N	Name	Nationality (country)	Residency status (applicable for individual purchaser)	NRIC/ Identification No.	Residential address	Unique Entity No./ entity registration no.[x]	Place of incorporation/ formation [x]	Email address
		e.g. Singapore	e.g. Singapore citizen, permanent resident, foreigner					

[x] For Intending Purchasers which are entities. Leave blank if not applicable.

Note: The particulars of the Intending Purchaser may be presented in another format, but in such a case, all the required particulars must be presented using that other format.

Unit: *Office/Shop/^_____ (_____ type) on _____ storey* marked on the sale brochure/attached plan as *Plot/Office/Shop/^ _____ No. _____ in the Building.

^ To specify the use of the Unit as approved in the Written Permission granted by the competent authority appointed under the Planning Act 1998 (e.g. factory, warehouse, staff canteen, showroom). No other use may be inserted.

Building: The building known or to be known as _____ built/to be built/being built by the Vendor on Government Resurvey Lot No. _____, being part of the building project known as _____ ("**Building Project**") on Government Resurvey Lot No. _____ of *Town Subdivision/Mukim _____, Singapore.

Address of Unit, if known:

Tenure of Land: *Estate in fee simple (freehold) / Estate in perpetuity / Statutory Land Grant / Remainder of leasehold estate of ____ years commencing on _____.

Reversionary owner (if any):

Annual ground rent (if any, and whether it is fixed or subject to revision): $_____

Purchase Price: $ _____ (*specify total amount including GST*), comprising **$** _____ plus **$**_____ being the goods and services tax on the Purchase Price charged under the Goods and Services Tax Act 1993 payable by the Purchaser to the Vendor.

Booking Fee: $ _____ (*specify total amount including GST*), comprising **$**_____ plus **$**_____ being the goods and services tax on the Booking Fee charged under the Goods and Services Tax Act 1993 payable by the Purchaser to the Vendor.

Date of Approval of Building Plans:

No. of Building Plans Approved by the Commissioner of Building Control: **BP No.: _____**

* Delete whichever is not applicable

A reference to a person includes any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having a separate legal personality).

1. **Option to Purchase**

   In consideration of the Booking Fee paid by way of Cheque/Cashier's Order No. _____ crossed "Account Payee only" and drawn in favour of/by telegraphic transfer/Fast and Secure Transfers (FAST)/MAS Electronic Payment System (MEPS)/General Interbank Recurring Order (GIRO) to (*name of Vendor's project account opened with bank or finance company*) which the Vendor has received from the Intending Purchaser, the Vendor grants the Intending Purchaser the option of purchasing the Unit at the Purchase Price.

2. Obligations of the Vendor

2.1 Within 14 days after the Option Date, the Vendor must send by hand or registered post or (subject to clause 2.2) electronic mail, the following documents to the Intending Purchaser, or if the Intending Purchaser has already appointed a solicitor, the Intending Purchaser's solicitor:

(*a*) the original or copies of the title deeds of the Unit; and

(*b*) (specify no.) execution copies of the Sale and Purchase Agreement.

2.2 The Vendor must not send any document or communicate with the Intending Purchaser or the Intending Purchaser's solicitor in connection with this Option (the "**Communications**") by electronic mail unless the Intending Purchaser or the Intending Purchaser's solicitor —

(*a*) has provided to the Vendor written consent to Communications by electronic mail; and

(*b*) has designated an electronic mail address for the purposes of such Communications ("**Designated Email Address**").

2.3 Where the Intending Purchaser or the Intending Purchaser's solicitor has provided written consent pursuant to clause 2.2, the Intending Purchaser or the Intending Purchaser's solicitor agrees to monitor the Designated Email Address for Communications until the earlier of the following:

(*a*) the Intending Purchaser or the Intending Purchaser's solicitor has executed and returned all execution copies of the Sale and Purchase Agreement to the Vendor; or

(*b*) the Intending Purchaser or the Intending Purchaser's solicitor notifies the Vendor in writing that the Intending Purchaser or the Intending Purchaser's solicitor no longer consents to Communications by electronic mail.

2.4 Where the Vendor sends any Communication to the Designated Email Address, the Vendor must ensure that such Communication (including any attachments to the electronic mail) is capable of being retrieved by the Intending Purchaser or the Intending Purchaser's solicitor.

2.5 Any Communication is deemed to have been delivered to the Intending Purchaser or the Intending Purchaser's solicitor —

(*a*) if sent by electronic mail to the Designated Email Address and is capable of being retrieved by the Intending Purchaser or the Intending Purchaser's solicitor, on the day it is delivered to the Designated Email Address if such delivery occurs by 5 p.m. on a working day, and on the next working day if such delivery occurs on a non-working day or after 5 p.m. on a working day;

(*b*) if sent by registered post, on the working day after the day of posting unless it is returned through the post undelivered; and

(*c*) if delivered by hand, on the day of delivery if such delivery occurs by 5 p.m. on a working day, and on the next working day if such delivery occurs on a non-working day or after 5 p.m. on a working day. "Working day" means any day other than a Saturday, Sunday or public holiday in Singapore.

2.6 Where the document referred to in clause 2.1(*b*) is sent by electronic mail, the Intending Purchaser or the Intending Purchaser's solicitor, as the case may be, must print (*specify no.*) copies of the Sale and Purchase Agreement on A4 paper for execution in accordance with clause 4.1.

2.7 The Unit is sold subject to the terms and conditions in the Sale and Purchase Agreement.

2.8 The Sale and Purchase Agreement must be in the form prescribed by the Sale of Commercial Properties Rules (R 1), as modified with the approval in writing of the Controller of Housing. The approved modifications are contained in the Third Schedule to the said Sale and Purchase Agreement.

2.9 (*a*) If the Vendor —

(i) is regarded as being unable to complete any of the customer due diligence measures under Rule 4(4) of the Sale of Commercial Properties (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Rules 2023 (G.N. No. S 121/2023); or

(ii) chooses not to perform or complete performing any of the customer due diligence measures in compliance with Rule 4(2) of the Sale of Commercial Properties (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Rules 2023,

this Option shall be null and void.

(*b*) In the event this Option becomes null and void pursuant to Clause 2.9(*a*) —

(i) the Intending Purchaser must at its own cost and expense withdraw or cancel, or procure the withdrawal or cancellation of all caveats and encumbrances (including entries) relating to, or registered or lodged against the Unit by the Intending Purchaser or any person claiming under the Intending Purchaser, upon which the Vendor must refund the Booking Fee without interest to the Intending Purchaser, unless otherwise directed by the relevant authorities; and

(ii) neither party shall have any claim against the other for damages, costs, compensation or otherwise arising out of or in connection with this Option becoming null and void pursuant to this clause 2.9.

3. Expiry of Option

3.1 Subject to clause 3.2, this Option will expire 3 weeks after the date of the delivery to the Intending Purchaser, or the Intending Purchaser's solicitor, of all the documents referred to in clause 2.1 ("**Option Expiry Date**").

3.2 Where, before the Option Expiry Date, the Intending Purchaser or the Intending Purchaser's solicitor gives the Vendor written notice that the Intending Purchaser does not wish to exercise this Option (a "**Non-Exercise Notice**"), this Option shall expire immediately upon the receipt by the Vendor of the Non-Exercise Notice.

4. Exercise of Option

4.1 To exercise this Option, the Intending Purchaser must do the following before this Option expires:

(*a*) sign all the execution copies of the Sale and Purchase Agreement; and

(*b*) return them to the Vendor.

4.2 If the Intending Purchaser exercises this Option in accordance with clause 4.1, the Vendor must, within 14 days after the Vendor receives all of the items set out in clause 4.1, sign all such execution copies of the Sale and Purchase Agreement and return one signed copy of the Sale and Purchase Agreement to the Intending Purchaser or the Intending Purchaser's solicitor.

4.3 The Intending Purchaser who exercises this Option must pay the Vendor S$ _____, being 20% of the Purchase Price less the Booking Fee, [1]on the exercise of this Option/within 8 weeks after the date of this Option by way of Cheque/ Cashier's Order No. ___ crossed "Account Payee only" and drawn in favour of/by telegraphic transfer, FAST, MEPS or GIRO to the following: (specify payment details for the project account opened with bank or finance company).

5. Non-exercise of Option

If the Intending Purchaser does not exercise this Option before the Option Expiry Date or if the Vendor at any time before this Option expires receives a Non-Exercise Notice —

(*a*) the Vendor must refund to the Intending Purchaser 50% of the Booking Fee within 4 weeks after the Option Expiry Date or within 4 weeks after the date of receipt of the Non-Exercise Notice, as the case may be; and

(*b*) upon such refund, the Intending Purchaser or the Intending Purchaser's solicitor must return to the Vendor the original or copies (as the case may be) of the title deeds to the Unit together with all the execution copies of the Sale and Purchase Agreements earlier delivered to the Intending Purchaser or the Intending Purchaser's solicitor pursuant to clause 2.1.

6. Assignment

6.1 The Intending Purchaser is not allowed to assign or transfer this Option.

6.2 This Option is personal to the Intending Purchaser and the Vendor shall not be obliged or required to convey or transfer the Unit to any other person (regardless of whether such other person is the Intending Purchaser's nominee).

7. Expected Date of Completion

The latest date for delivery of vacant possession of the Unit is _____ and the date of completion of the sale and purchase of the Unit must be no later than _____.

8. Information for Intending Purchaser of Strata Unit

8.1 The share value allotted to the Unit is _____. The Intending Purchaser's share of maintenance charges for the common property of the Building Project will be in the proportion (*indicate share value of Unit against total share value of Building Project*).

[1]8.2 The purchase of the Unit also entitles the Intending Purchaser to the benefit of limited common property in the Building Project. The Intending Purchaser's share of maintenance charges relating solely to the limited common property will be (*indicate share value of Unit against total share value of units entitled to the exclusive benefit of that limited common property*).

[2]8.3. The amount of the monthly maintenance charges payable must be as approved by the Commissioner of Buildings for the Building Project.

[1]**9. Sale subject to Approvals**

If approval of the shareholders, board of directors, audit committee and/or holding company of the Vendor (each, an "**Approving Body**") is required under the Companies Act 1967 or the Singapore Exchange Limited's Securities Trading Listing Manual before the Unit may be sold to the Intending Purchaser, this Option and the sale and purchase of the Unit made pursuant thereto shall be conditional upon all such approvals being obtained by the Vendor. The Intending Purchaser must provide the Vendor with all the information necessary to enable the Vendor to determine whether procurement of approval of any Approving Body is necessary. If any Approving Body does not approve the sale of the Unit to the Intending Purchaser, this Option and the sale and purchase of the Unit made pursuant thereto shall be null and void, in which event the Vendor must refund to the Intending Purchaser without interest all moneys paid by the Intending Purchaser to the Vendor, and neither the Intending Purchaser nor the Vendor shall thereafter make any claim against the other. In this clause, "holding company" shall have the same meaning as defined in the Companies Act 1967.

10. Exclusion of Contracts (Rights of Third Parties) Act 2001

10.1 A person who is not a party to this Option shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

Signed by: (Authorised Signature) Name: _____

For and on behalf of the Vendor

---

[1] Delete if not applicable.

[2] Clause number "8.3" should be amended to clause number "8.2" if clause 8.2 is deleted.";

(*b*) in Form B, replace clause 8.3 with —

"*[Note: The following version of clause 8.3 must be used if the Vendor's application for planning permission for the Building Project is made under the Planning Act 1998 before 1 June 2027. Delete if not applicable.]*

[2]8.3. The amount of the monthly maintenance charges payable must be as approved by the Commissioner of Buildings for the Building Project.

[Note: The following version of clause 8.3 must be used if the Vendor's application for planning permission for the Building Project is made under the Planning Act 1998 on or after 1 June 2027. Delete if not applicable.]

[2]8.3. The amount of the monthly maintenance charges must not exceed:

(*a*) in the case of maintenance charges payable for the management and maintenance of common property, the amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Building Project, or the prevailing maximum rate approved by the Commissioner of Buildings for the Building Project from time to time; and

(*b*) in the case of maintenance charges payable for the management and maintenance of limited common property which the Intending Purchaser is entitled to the benefit of, the amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Building Project, or the prevailing maximum rate approved by the Commissioner of Buildings for the Building Project from time to time.

[Note: Sub-clause (b) may be deleted if it is not applicable.]";

(*c*) replace Form D with —

"FORM D

Rule 7(1)

SALE AND PURCHASE AGREEMENT

An Agreement made between _____ of _____ (the Vendor) and the Purchaser named in item 1 of the Fourth Schedule 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;

"Approved Plans" means the plans for the Unit and the Building Project approved by the Commissioner of Building Control and other Relevant Authorities. A copy of the plans for the Unit approved by the Commissioner of Building Control is set out in the First Schedule;

"authorised deductions" means deductions from the Purchase Price which —

(*a*) are specified in a duly served notice under clause 5.2(*b*); and

(*b*) the Purchaser is entitled to make under this Agreement;

"Base Rate" applicable to (*a*) any period within the period commencing on 1 April and ending 30 September of any year, means the 3-month compounded Singapore Overnight Rate Average as of 1 March of that year (or where 1 March is not a working day, the working day immediately preceding 1 March) published by the Monetary Authority of Singapore, and (*b*) any period within the period commencing on 1 October of any year and ending on 31 March of the following year, means the 3-month compounded Singapore Overnight Rate Average as of 1 September of that year (or where 1 September is not a working day, the working day immediately preceding 1 September) published by the Monetary Authority of Singapore;

"Booking Fee" means the booking fee of such amount as set out in item 2 of the Fourth Schedule that is paid as consideration for the grant of the Option to purchase the Unit;

"Building" means the building as set out in item 7 of the Fourth Schedule;

"Building Project" means the building project known or to be known as _____ and [1]built/to be built/being built by the Vendor under approved Building Plan BP No. _____;

"Building Project Qualified Person" means the qualified person engaged by the Vendor for the Building Project;

"Certificate of Statutory Completion" or "CSC" means the certificate of statutory completion issued by the Commissioner of Building Control under the Building Control Act 1989;

"certified copy", in relation to the CSC or TOP in respect of the Unit, means a copy of such CSC or TOP, as the case may be, as confirmed in writing by the Building Project Qualified Person to have been issued by the Commissioner of Building Control under the Building Control Act 1989 in respect of the Unit;

"Chief Surveyor" means the Chief Surveyor appointed under section 3(1) of the Boundaries and Survey Maps Act 1998;

"Commissioner of Building Control" means the Commissioner of Building Control appointed under section 3(1) of the Building Control Act 1989;

"Commissioner of Buildings" means the Commissioner of Buildings appointed under section 3(1) of the Building (Strata Management) Act 2004;

"common property" has the meaning given by section 2(1) of the Building (Strata Management) Act 2004;

"Competent Authority" means the competent authority appointed under section 5(1) of the Planning Act 1998;

"Completion Date" means the date on which completion of the sale and purchase of the Unit takes place in accordance with clause 17;

"Comptroller of Goods and Services Tax" means the Comptroller of Goods and Services Tax appointed under section 4(1) of the Goods and Services Tax Act 1993;

"Controller of Housing" means the Controller of Housing appointed under section 3(1) of the Housing Developers (Control and Licensing) Act 1965;

"defect" means any fault in the Unit, the Building Project or the common property which is due either to —

(*a*) defective workmanship or materials; or

(*b*) the Unit, the Building Project or, the common property, as the case may be, not having been constructed according to the Specifications and the Approved Plans;

"Defects Liability Period" has the meaning ascribed to it in clause 18.1;

"GST" means the goods and services tax charged under the Goods and Services Tax Act 1993 of such amount payable by the Purchaser to the Vendor;

"Law Society" means the Law Society of Singapore established under the Legal Profession Act 1966;

"Law Society Conditions of Sale" means the Law Society of Singapore's Conditions of Sale 2020;

"limited common property" has the meaning given by section 2(1) of the Building (Strata Management) Act 2004;

"management corporation" has the meaning given by section 2(1) of the Building (Strata Management) Act 2004;

"Notice of Vacant Possession" means a notice by the Vendor to the Purchaser under clause 13.3 to take vacant possession of the Unit;

"Notice to Complete" means a notice given by the Vendor to the Purchaser under clause 17.1 to complete the sale and purchase of the Unit;

"Option" means the option to purchase the Unit referred to in item 3 of the Fourth Schedule;

"Paid Amounts" means the Booking Fee and all amounts (excluding interest) paid by the Purchaser to the Vendor pursuant to this Agreement;

"Payment Schedule" means the Payment Schedule set out in clause 5.1;

"Purchase Price" means the purchase price for the Unit as set out in item 4 of the Fourth Schedule;

"Purchaser's solicitors" means the solicitors named in item 5 of the Fourth Schedule or such other solicitors as may be notified in writing by the Purchaser to the Vendor;

"qualified person" has the meaning given by section 2(1) of the Building Control Act 1989;

"Registrar of Titles" means the Registrar of Titles appointed under section 5(1) of the Land Titles Act 1993;

"Relevant Authorities" means the Competent Authority and other relevant authorities;

"Singapore Academy of Law" or "SAL" means the Singapore Academy of Law established under the Singapore Academy of Law Act 1988;

"Specifications" means the specifications set out in the Second Schedule;

"Subsidiary Strata Certificate of Title" means a subsidiary certificate of title issued under the Land Titles (Strata) Act 1967;

"Temporary Occupation Permit" or "TOP" means the temporary occupation permit issued by the Commissioner of Building Control under the Building Control Act 1989;

"Transfer Date" means the date specified in clause 13.1;

"Unit" means the unit as described in item 8 of the Fourth Schedule;

"Unit Purchase Price" means the unit price for each square metre of the area of the Unit as set out in item 9 of the Fourth Schedule;

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

"Vendor's solicitors" means (*name, address and email address of person or firm*) or such other solicitors as may be notified in writing by the Vendor to the Purchaser;

"working day" means any day other than a Saturday, Sunday or public holiday in Singapore.

1.1.2 Words importing the singular shall include the plural and vice versa.

1.1.3 A reference to a person includes any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having a separate legal personality).

1.1.4 A reference to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".

1.1.5 Any reference in this Agreement to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.

1.1.6 (*a*) If the Vendor comprises more than one party, all the parties comprising the Vendor shall be jointly and severally liable to the Purchaser in respect of the obligations of the Vendor under this Agreement.

(*b*) If the Purchaser comprises more than one party, all the parties comprising the Purchaser shall be jointly and severally liable to the Vendor in respect of the obligations of the Purchaser under this Agreement.

1.1.7 If any amount is due for payment on a particular day, such amount must be paid no later than 5 p.m. on that day. If the due date for payment falls on a day that is not a working day, payment is to be made no later than 5 p.m. on the next working day.

1.1.8 Notwithstanding clause 1.1.7, if any amount is due for payment to or from the SAL on a particular day, such amount must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act 1988.

1.2 *Notices*

1.2.1 Every notice required under this Agreement must be in writing.

1.2.2 Any notice or document required 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 at the time specified against it:

(*a*) by post in a registered letter addressed to the party to be served at the party's last known place of residence or business	the time such letter would in the ordinary course be delivered unless the letter is returned through the post undelivered.
(*b*) by personal delivery at the last known place of residence or business of the party	on the day of service if delivered no later than 5 p.m. on a working day or otherwise on the next working day.
(*c*) by electronic mail to the designated electronic mail address of the party to be served, as stated in clause 1.1.1 (definition of "Vendor's solicitors"), or item 1 or 5 of the Fourth Schedule	on the day of service if delivered no later than 5 p.m. on a working day or otherwise on the next working day.

1.2.4 Notwithstanding clauses 1.2.2 and 1.2.3, every notice required under this Agreement to be delivered or given to or by the Singapore Academy of Law must be delivered or given in accordance with the relevant Rules made under the Singapore Academy of Law Act 1988.

1.2.5 Any notice or document required 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

2.1 The Vendor shall sell and the Purchaser shall buy free from all encumbrances [1]the estate in fee simple (freehold) /the estate in perpetuity/the Statutory Land Grant/the remainder of the leasehold estate of ___ years commencing on _____ in the Unit at the Purchase Price.

[2]2.2 As of the date of this Agreement, the owner of the reversionary interest to the land described in item 6 of the Fourth Schedule is ____. Ground rent payable to the owner of the reversionary interest to the land is ____.

3. Terms of Sale

3.1 The Unit is sold subject to —

(*a*) the terms in this Agreement; and

(*b*) the Law Society Conditions of Sale to the extent they are (i) applicable to a sale by private treaty; (ii) and are not varied by clause 3.2; and (iii) are not inconsistent with the terms of this Agreement.

3.2 The Vendor and Purchaser agree that —

(*a*) the definition of "Property" in the Law Society Conditions of Sale shall be deleted in its entirety and replaced with the following:

"Property" means the Unit;

(*b*) Conditions 5.1, 7.1.3, 7.3, 7.4 and 10.2 of the Law Society Conditions of Sale shall not apply to the sale and purchase of the Unit;

(*c*) Condition 13(*b*) of the Law Society Conditions of Sale shall be deleted in its entirety and replaced with the following:

"(*b*) the risk remains with the Vendor and shall pass to the Purchaser only on the date the Purchaser actually takes possession of the Unit.";

(*d*) the amendments set out in the Third Schedule, which have been approved by the Controller of Housing, shall form an integral part of this Agreement, and shall be read together with the main body, the First Schedule, the Second Schedule, the Fourth Schedule, the Fifth Schedule and all other parts of this Agreement; and

(*e*) if there is any inconsistency between (i) the amendments set out in the Third Schedule and (ii) the terms of this Agreement, the First Schedule, the Second Schedule, the Fourth Schedule or the Fifth Schedule, the amendments in the Third Schedule shall prevail.

3.3 If approval of the shareholders, board of directors, audit committee and/or holding company of the Vendor (each, an "**Approving Body**") is required under the Companies Act 1967 or the Singapore Exchange Limited's Securities Trading Listing Manual before the Unit may be sold to the Purchaser, the sale and purchase of the Unit shall be conditional upon all such approvals being obtained by the Vendor. The Purchaser must provide the Vendor with all the information necessary to enable the Vendor to determine whether procurement of approval of any Approving Body is necessary. If any Approving Body does not approve the sale of the Unit to the Purchaser, the sale and purchase of the Unit shall be null and void, in which event the Vendor must refund to the Purchaser without interest all moneys paid by the Purchaser to the Vendor, and neither party shall have any further claim against the other. In this clause, "holding company" shall have the same meaning as defined in the Companies Act 1967.

4. Purchase Price

The Purchaser must pay the Purchase Price to the Vendor in the manner set out in this Agreement.

5. Payment Schedule

5.1 The Purchaser must pay the Purchase Price to the Vendor in instalments according to the Payment Schedule below, subject to clauses 5.2, 5.7 and 5.13.

Payment Schedule

1. Within 8 weeks from the date of the Option/Upon signing this Agreement	20% of the Purchase Price less the Booking Fee
2. After the Vendor has given one signed copy of the Agreement to the Purchaser or the Purchaser's solicitor and within 14 days after the date on which the Purchaser receives from the Vendor:	

(*a*) notice that the foundation work (inclusive of pile caps) of the Unit has been completed	10% of the Purchase Price
(*b*) notice that the reinforced concrete framework relating to the Unit has been completed	10% of the Purchase Price
(*c*) notice that the partition walls of the Unit have been completed	5% of the Purchase Price
(*d*) notice that the [1]roofing/ceiling (inclusive of false ceiling) of the Unit has been completed	5% of the Purchase Price
(*e*) notice that the [1]door sub-frames/door frames and window frames are in position, and that the electrical wiring (without fittings), the internal plastering and the plumbing of the Unit have been completed	5% of the Purchase Price

	(*f*) notice that the installation of electrical plant, sanitary equipment and air-conditioning plant (if any) relating to the Unit have been completed	5% of the Purchase Price
	(*g*) notice that the car park, roads and drains serving the Building Project have been completed	5% of the Purchase Price
3.	Within 14 days after the Purchaser receives the Temporary Occupation Permit or Certificate of Statutory Completion in respect of the Unit (or a certified copy thereof)	25% of the Purchase Price
4.	On Completion Date	10% of the Purchase Price payable as follows: (*a*) 2% of the Purchase Price to the Vendor; and (*b*) 8% of the Purchase Price to the Singapore Academy of Law as stakeholder.

5.2 The Purchaser must, within 4 working days after receiving from the Vendor a Certificate of Statutory Completion in respect of the Unit (or a certified copy thereof), serve —

(*a*) on the stakeholder that Certificate of Statutory Completion (or a certified copy thereof) and a notice of deductions from the Purchase Price which the Purchaser desires to make under this Agreement; and

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

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

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

5.5 The Vendor must serve the notice referred to in clause 5.4 on the stakeholder at least one working day before the Payment Due Date.

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

(*a*) pay to the Vendor on the Payment Due Date the sum referred to in item 4(*b*) of the Payment Schedule less the amount of deductions notified by the Purchaser under clause 5.2;

(*b*) pay to the Purchaser the amount of deductions notified under clause 5.2 less the amount disputed by the Vendor under clause 5.4 on the Payment Due Date or within 7 working days after the Vendor's notice referred to in clause 5.4, whichever is the later; and

(*c*) retain the amount disputed by the Vendor, pending the settlement of the dispute regarding the amount of deductions from the Purchase Price which the Purchaser is entitled to make under this Agreement.

5.7 If the Certificate of Statutory Completion in respect of the Unit is issued before the Completion Date, then instead of the arrangements in item 4 of the Payment Schedule and clauses 5.2 to 5.6 above, the Purchaser must pay to the Vendor the last instalment of 10% of the Purchase Price in the following manner:

(*a*) within 14 days after the Purchaser receives the Certificate of Statutory Completion (or a certified copy thereof)	2% of the Purchase Price

(*b*)	on Completion Date	the balance 8% of the Purchase Price

5.8 The Purchaser must pay all instalments or amounts of the Purchase Price which are to be paid to the Vendor under items 1, 2 and 3 of the Payment Schedule by way of cheque or cashier's order crossed "Account Payee only" drawn in favour of (*name of project account opened with bank or finance company*) or by telegraphic transfer, Fast and Secure Transfers (FAST), MAS Electronic Payment System (MEPS) or General Interbank Recurring Order (GIRO) to the same project account (*name of project account opened with bank or finance company*).

5.9 All amounts payable to or by the Singapore Academy of Law under item 4(*b*) of the Payment Schedule must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act 1988.

5.10 The interest or other income derived from any part of the Purchase Price held by the Singapore Academy of Law as stakeholder shall accrue to the Singapore Academy of Law.

5.11 Every notice referred to in the Payment Schedule must be accompanied by a copy of the requisite certificate of the Building Project Qualified Person certifying that the works specified in the certificate have been completed.

5.12 The certificate of the Building Project Qualified Person is conclusive of the fact that the works specified in the certificate have been completed, and the Purchaser must accept a copy of the certificate without further objection or enquiry.

5.13 The Vendor may give the notices referred to in item 2 of the Payment Schedule in any order.

5.14 Time shall 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 or any part thereof to be paid by the stakeholder), the Purchaser must pay interest on the unpaid amount to the Vendor commencing on the day after the due date for payment until the earlier of the following:

(*a*) the unpaid amount is paid; or

(*b*) the expiration of the repudiation notice period under clause 7.2.

6.2 If the Purchaser fails to serve the Certificate of Statutory Completion (or a certified copy thereof) on the stakeholder in accordance with clause 5.2, the Purchaser must pay interest on 8% of the Purchase Price to the Vendor.

6.3 The interest referred to in clause 6.2 shall be payable commencing on the 5th working day after the Purchaser has received the Certificate of Statutory Completion (or a certified copy thereof) from the Vendor and shall continue until the earlier of the following:

(*a*) the Purchaser serves the Certificate of Statutory Completion (or a certified copy thereof) on the stakeholder; or

(*b*) the expiration of the repudiation notice period under clause 7.2.

6.4 The interest referred to in clauses 6.1 and 6.2 shall be calculated on a daily basis at the rate of 2% per annum 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 or any part of any instalment or amount of the Purchase Price (not being an instalment or amount to be paid by the stakeholder) and interest remains unpaid for more than 14 days after the due date for payment; or

(*b*) the Purchaser has not served the Certificate of Statutory Completion (or a certified copy) thereof on the stakeholder at the end of 18 days after receiving that Certificate of Statutory Completion (or a certified copy) from the Vendor.

7.2 To treat this Agreement as repudiated, the Vendor must give to the Purchaser not less than 21 days' notice in writing of the Vendor's intention to treat this Agreement as having been repudiated by the Purchaser.

7.3 This Agreement is to be treated as annulled after the notice period referred to in clause 7.2 has expired unless all due but unpaid instalments, amounts and interest are paid or the requisite document has been served within the 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 Paid Amounts all interest, property tax, maintenance charges and other amounts owing to the Vendor under this Agreement and unpaid as at the date of annulment;

(*c*) forfeit and keep an amount equivalent to 20% of the Purchase Price from the Paid Amounts; and

(*d*) if the Paid Amounts are not sufficient to cover the amounts referred to in clause 7.4(*b*) and (*c*), claim and recover from the Purchaser such shortfall together with all costs and expenses (including legal costs) incurred by the Vendor in relation to such claim.

7.5 After deducting the amounts referred to in clause 7.4(*b*) and (*c*) from the Paid Amounts, the Vendor must refund the balance of the Paid Amounts to the Purchaser not more than 21 days after the later of the following:

(*a*) the date this Agreement is annulled; or

(*b*) where vacant possession of the Unit has been delivered to the Purchaser, the date vacant possession of the Unit is returned to or recovered by the Vendor.

Upon such refund to the Purchaser, neither party shall have any further claim against the other.

7.6 If the Vendor does not refund the balance of the Paid Amounts in accordance with clause 7.5, the Vendor must pay the Purchaser interest on the unrefunded balance Paid Amounts until such balance is paid. Such interest payable shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate.

8. Payment to Encumbrancer

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

9. Title and share value [2]and share of contribution for [3]limited common property

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

9.2 The Purchaser may not ask for the delivery or production of deeds which are not in the Vendor's possession for a valid reason, nor may the Purchaser raise any requisition on or objection to such deeds.

9.3 The share value allotted to the Unit in the schedule of strata units filed with and accepted by the Commissioner of Buildings under the Building (Strata Management) Act 2004 is as stated in item 10 of the Fourth Schedule. The Purchaser's share of maintenance charges for the common property of the Building Project shall be as stated in item 11 of the Fourth Schedule.

[2]9.4 Part of the common property of the Building Project is designated as limited common property for the benefit of the Purchaser and purchasers of certain other units in the Building Project. The Purchaser's share of maintenance charges relating solely to such limited common property shall be as stated in item 12 of the Fourth Schedule.

10. Vendor's Obligations

10.1 The Vendor must as soon as possible build the Unit, together with all common property of the Building and the Building Project, in a good and workmanlike manner according to the Specifications and the Approved Plans.

10.2 The Vendor must at its own cost and expense —

(*a*) build the roads, driveways, drains, culverts and sewerage mains and (if any) gas mains serving the Building Project according to the requirements and specifications of the Commissioner of Building Control; and

(*b*) lay all necessary water, electricity and sewerage mains to serve the Unit and the Building 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 relevant authorities or the sewerage treatment plant of the Building Project.

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 Project, and must comply with all the requirements of the Commissioner of Building Control and other Relevant Authorities for the construction of the Building Project.

10.4 The Vendor must at its own expense obtain the approval of the Competent Authority for the subdivision of the land on which the Building Project is or is to be built, but any delay in obtaining the approval is not to be a ground for the Purchaser to delay any payment due under clause 5 or 6.

10.5 The Vendor must at its 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 shall be issued for the units in the Building.

11. Purchaser's Obligations

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

11.2 Where the Certificate of Statutory Completion has not been issued in respect of the Unit, the Purchaser must 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 Approved Plans.

11.3 If the Purchaser or its employee or agent damages any of the common property of the Building Project, the Purchaser must make good such damage to the satisfaction of the Building Project Qualified Person.

12. Title Surveys

12.1 The Vendor must conduct or cause to be conducted all necessary title surveys relating to the subdivision of the Building Project and to the preparation of strata certified plans in respect of the Unit.

12.2 The Vendor and Purchaser must contribute in the following proportions to meet the expenses for the title surveys and the preparation of strata certified plans referred to in clause 12.1:

Vendor	50%;
Purchaser	A proportion of the balance 50% which is equal to the proportion the share value allotted to the Unit bears to the aggregate share value for the Building Project.

12.3 The registered land surveyor engaged by the Vendor to conduct the title surveys and to prepare the strata certified plans must certify the amount of contribution payable by the Purchaser. The registered land surveyor's certificate shall be final and conclusive as to the amount of contribution payable by the Purchaser.

12.4 The Purchaser must on demand pay to the Vendor the amount of contribution payable by the Purchaser as certified under clause 12.3.

13. Delivery of Possession

13.1 The Vendor must deliver vacant possession of the Unit to the Purchaser no later than _____ (the "**Transfer Date**").

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

13.3 The Vendor must 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 also deliver the following to the Purchaser:

(*a*) either the Temporary Occupation Permit or the Certificate of Statutory Completion in respect of the Unit (or a certified copy thereof); and

(*b*) a certificate by the Building Project Qualified Person that the Unit and the Building (and all the roads, drainage, sewerage works for the Building Project) have been constructed according to the Specifications and the Approved Plans, and that all water and electricity supplies and, all gas supplies (if any), have been properly connected to the Unit.

13.4 If the Vendor for any reason does not deliver vacant possession of the Unit to the Purchaser in accordance with clauses 13.2 and 13.3 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 Paid Amounts (including any instalment paid by the Purchaser towards the Purchase Price after the Transfer Date), commencing on the date immediately after the Transfer Date until the Purchaser receives a Notice of Vacant Possession from the Vendor in respect of the Unit.

13.6 Any liquidated damages payable to the Purchaser under clause 13.4 may be deducted from any instalment of the Purchase Price due to the Vendor.

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

(*a*) arrange for the water, electricity and other utility services to be supplied and separately metered to the Unit; and

(*b*) pay to the Vendor a deposit of S$500 from which the Vendor may make deductions to make good any damage caused by the Purchaser (or its employee or agent) to the common property of the Building Project.

14. Maintenance Charges

14.1 The Purchaser must pay to the Vendor maintenance charges for the maintenance of the common property of the Building Project and any [3]limited common property of the Building Project which the Purchaser is entitled to the benefit of, and the provision of cleaning and other services starting on the earlier of the following:

(*a*) the date the Purchaser actually takes possession of the Unit; or

(*b*) the 15th day after the date the Purchaser receives from the Vendor the Notice of Vacant Possession in respect of the Unit,

whichever is the earlier.

14.2 The amount of the monthly maintenance charges payable must be as approved by the Commissioner of Buildings for the Building Project.

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

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

14.5 The Purchaser must continue to pay to the Vendor the maintenance charges and any goods and services tax relating to it until such time the management corporation of the Building Project takes over from the Vendor the function of maintaining the Building Project and the provision of cleaning and other services.

14.6 If any part of the maintenance charges or goods and services tax is not paid within 14 days after it is due, the Purchaser must then pay interest calculated on a daily basis at 2% per annum above the Base Rate on such unpaid amount commencing on the day after the due date for payment until the date of actual payment.

15. Changes from Specifications and Approved Plans

15.1 In the course of erecting the Unit, the Vendor must ensure that no changes to the Specifications and Approved Plans shall be made unless —

(*a*) such changes have been approved or are required by the Commissioner of Building Control or other Relevant Authorities; or

(*b*) such changes have been certified by the Building Project Qualified Person as necessary.

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

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

15.4 If the final approved as-built building plans for the Unit and the Building Project differ substantially from the Specifications or the Approved Plans, the Purchaser has the right to terminate this Agreement. Once this Agreement is terminated —

(*a*) the Vendor must refund to the Purchaser all Paid Amounts and pay to the Purchaser interest on all Paid Amounts calculated on a daily basis at the rate of 10% per annum commencing on the date such Paid Amount was paid to the Vendor until the date the Vendor refunds such Paid Amount to the Purchaser; and

(*b*) upon the Vendor's compliance with clause 15.4(*a*), neither party shall have any further claim against the other.

Any dispute as to whether the final approved as-built building plans for the Unit or the Building Project differs substantially from the Specifications or the Approved Plans is to be referred to arbitration under the Arbitration Act 2001.

16. Certificate of Statutory Completion (CSC)

16.1 The Vendor must at its own cost and expense do everything necessary to procure the issue of the CSC in respect of the Unit, and must produce that CSC or a certified copy thereof to the Purchaser once it is issued.

16.2 At any time after the date of delivery of vacant possession of the Unit to the Purchaser but before the issue of the CSC in respect of the Unit, the Vendor and its workmen or agents have the right to make such alterations and additions to the Unit as may be required by the Commissioner of Building Control, and the Purchaser agrees to grant them access to the Unit at reasonable times for that purpose.

16.3 If the issue of a CSC 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 CSC.

16.4 If the Purchaser does not comply with the Vendor's notice given pursuant to clause 16.3, the Vendor and its 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 (including any goods and services tax payable thereon).

17. Completion

17.1 The Vendor must give to the Purchaser a Notice to Complete requiring completion of the sale and purchase of the Unit in accordance with this clause 17 no later than _____ or 3 years after the date of delivery of vacant possession of the Unit, whichever is the earlier.

17.2 Completion must take place 10 working days after the Purchaser receives the Vendor's Notice to Complete accompanied by a copy of the certificate by the Building Project Qualified Person stating that the Competent Authority approves the subdivision of the land on which the Building Project is built.

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

17.4 On completion, the Vendor must execute a proper conveyance to the Purchaser of the Unit. The Vendor must also deliver to the Purchaser a Subsidiary Strata Certificate of Title for the Unit in the Building Project unless the Registrar of Titles has directed that no Subsidiary Strata Certificate of Title shall be issued for the units in the same Building Project. The conveyance is to be prepared by and at the expense of the Purchaser.

Where the Subsidiary Strata Certificate of Title for the Unit is a paperless title document that is not printed by the Singapore Land Authority, the Vendor must deliver such Subsidiary Strata Certificate of Title by providing the Purchaser with a copy of a title search showing that the Subsidiary Strata Certificate of Title has been issued to the Purchaser for the Unit.

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

17.6 Liquidated damages under clause 17.5 are to be calculated on a daily basis at the rate of 10% per annum on the total sum of all Paid Amounts commencing on the date immediately after the expiry of the period specified in clause 17.1 until the date the Notice to Complete is actually given to the Purchaser.

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

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

17.9 Each Party's obligations under this Agreement shall not be extinguished or affected by completion of the sale and purchase of the Unit.

18. Defects Liability Period

18.1 The Vendor must make good at its own cost and expense any defect in the Unit, the Building Project or the common property which becomes apparent within 12 months after the date the Purchaser receives the Notice of Vacant Possession in respect of the Unit (such period, the "**Defects Liability Period**").

18.2 The Vendor must make good any defect within one month after the Vendor receives a notice from the Purchaser requiring the Vendor to make good such defect, failing which the Purchaser may notify the Vendor in writing of the following:

(*a*) the estimated cost of carrying out the rectification works; and

(*b*) the Purchaser's intention to cause the rectification works to be done by its own workmen, agents or contractors if the Vendor fails to carry out those works within 14 days after the date of the notice.

18.3 If the Vendor, after having been duly notified under clause 18.2, fails to carry out the rectification works to make good the defect within the specified time, the Purchaser has the right to 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 the sum held by the Singapore Academy of Law as stakeholder.

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

19. Errors, omissions and misdescription

19.1 On the execution of this Agreement, the Vendor must furnish to the Purchaser a copy of 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 for the Unit attached in the First Schedule.

19.2 Any error, omission or misdescription of the area of the Unit does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor, the Purchaser has the right to an adjustment of the Purchase Price calculated under clause 19.3.

19.3 Where, on completion of a title survey as approved by the Chief Surveyor, the area of the Unit is ascertained to be less than the area stated in this Agreement, the Purchase Price shall be reduced as follows:

Deficiency	*Reduction*
(*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 the rate of the Unit Purchase Price for every square metre (or part thereof) of deficiency which is in excess of 3% of the area stated in this Agreement.

Any adjustment of the Purchase Price under this clause shall be made on the Completion Date and may be deducted from any instalment of the Purchase Price due to the Vendor under item 4 of the Payment Schedule or clause 5.7, as the case may be.

19.4 The Vendor does not have the right to any adjustment in the Purchase Price if, on completion of the title survey as approved by the Chief Surveyor, it is discovered that the area of the Unit is more than the area stated in this Agreement.

20. Taxes

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

20.2 Where any property tax and other outgoings levied in respect of the Unit, before the date of receipt of the Notice of Vacant Possession, have been paid by the Purchaser, the Vendor must on demand reimburse the Purchaser for all such property tax and outgoings apportioned up to (and including) that date.

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

20.4 The Purchaser must on demand pay such goods and services tax —

(*a*) within the timelines stated in this Agreement for the payment of such goods and services supplied; and

(*b*) in whatever manner required by law or by the Comptroller of Goods and Services Tax.

20.5 If such goods and services tax remains unpaid when due, the Purchaser must pay to the Vendor interest calculated on a daily basis at the rate of 2% above the Base Rate on the unpaid tax commencing on the day after the due date for payment until the date of actual payment.

21. Mediation

21.1 The Vendor and Purchaser agree that before they refer any dispute arising out of or relating to this Agreement or its subject matter or formation (a "**Dispute**") to arbitration or court proceedings, they shall consider resolving the Dispute through mediation in accordance with the mediation procedure of the Singapore Mediation Centre.

21.2 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 a Dispute.

22. Contracts (Rights of Third Parties) Act 2001

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Agreement.

23. Restrictions on use and enjoyment pending formation of management corporation

The Purchaser agrees to comply with the restrictions specified in the Fifth Schedule starting on the date the Purchaser takes possession of the Unit until the management corporation of the Building Project takes over from the Vendor the functions of managing and maintaining the Building Project.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

SIGNED by or for the VENDOR

in the presence of

_____

SIGNED by or for the PURCHASER

in the presence of

_____

THE FIRST SCHEDULE

PLANS FOR THE UNIT APPROVED
BY THE COMMISSIONER OF BUILDING CONTROL

[Note: Vendor to attach the plans for the Unit approved by the Commissioner of Building Control.]

THE SECOND SCHEDULE

SPECIFICATIONS OF THE BUILDING

1. Foundation
2. Superstructure
3. Roof
4. Finishes
    (*a*) Wall —
        (i) state the type and extent of internal finishes; and
        (ii) state the type of external finishes; and
    (*b*) Floor —
        (i) state the type and location of internal floor finishes; and
        (ii) state the type, location and extent of floor finishes of external areas.
5. Ceiling
6. Windows
7. Doors
8. Locks
9. Sanitary Fittings
10. Electrical Installation
11. Others (to specify)

GENERAL DESCRIPTION OF BUILDING PROJECT

General description:

Details of Building specifications:

Types of units located in the Building Project: *e.g.*, residential and commercial:

[2]Total number of units in each class:

Description of common property:

[4]Description of limited common property which the Purchaser is entitled to the benefit of:

[4]Description and particulars of units the purchasers of which are entitled to the benefit of the limited common property:

Description of parking spaces:

Purpose of Building Project and restrictions as to use:

Notes to Specifications

(Any of the notes A to H may be inserted where applicable. Any item in notes A to H which is not relevant to the Building Project may be deleted.)

A. Air-conditioning System

To ensure good working condition of the air-conditioning system, the system has to be maintained and cleaned on a regular basis by the Purchaser. This includes the cleaning of filters, clearing the condensate pipes and charging of gas. The Purchaser is advised to engage its own contractor to service the air-conditioning system regularly.

B. Television and/or Internet Access

The Purchaser is liable to pay annual fee, subscription fee and such other fees to the television and/or internet service providers ("**ISP**") or any other relevant party or any relevant authorities. The Vendor is not responsible to make arrangements with any of the said parties for the service connection for their respective channels and/or internet access.

C. Materials, Fittings, Equipment, Finishes, Installations and Appliances

Subject to Clause 15.3, the brand, colour and model as specified for all materials, fittings, equipment, finishes, installations and appliances to be supplied shall be provided subject to the Building Project Qualified Person's selection and market availability.

(Note: Any item in this note which is not relevant to the Building Project may be omitted.)

D. Internet Access

If the Purchaser requires internet access, the Purchaser must make direct arrangements with the ISP and/or such relevant party or any relevant authorities for internet services to the Unit and to make all necessary payments to such parties.

E. Marble/Compressed Marble/Limestone/Granite/(Other natural stone materials – please specify)

Marble/compressed marble/limestone/granite/(other natural stone materials – please specify) are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-conformity in the marble/compressed marble/limestone/granite/(other natural stone materials – please specify) as well as non-uniformity between pieces cannot be totally avoided. Granite tiles are pre-polished before laying and care has been taken for their installation. However granite, being a much harder material than marble, cannot be re-polished after installation. Hence some differences may be felt at the joints. Subject to Clause 15.3, the tonality and pattern of the marble/compressed marble/limestone/granite/(other natural stone materials – please specify) selected and installed shall be subject to availability.

(Note: If any of the materials marble/compressed marble/limestone/granite is not relevant to the Building Project, such reference may be omitted from this note.)

F. Layout/Location of Fan Coil Units, Electrical Points, Television Points, Telecommunication Points, Audio Intercom System, Door Swing Positions and Plaster Ceiling Boards

Layout/Location of fan coil units, electrical points, television points, telecommunication points, audio intercom system, door swing positions and plaster ceiling boards are subject to the Building Project Qualified Person's final decision and design.

(Note: If any of the items: fan coil units, electrical points, television points, telecommunication points, audio intercom system, door swing positions and plaster ceiling boards, is not relevant to the Building Project, such reference may be omitted from this note.)

G. Warranties

Where warranties are given by the manufacturers and/or contractors and/or suppliers of any of the equipment and/or appliances installed by the Vendor at the Unit, the Vendor must assign to the Purchaser such warranties at the time when vacant possession of the Unit is delivered to the Purchaser. Notwithstanding this assignment, the Vendor shall remain fully responsible for the performance of its obligations under clauses 10 and 18.

H. Timber strips

Timber strips are natural materials containing veins and tonal differences. Thus, it is not possible to achieve total consistency of colour and grain in their selection and installation. Timber strips are also subject to thermal expansion and contraction beyond the control of the builder and the Vendor. Natural timber that is used outdoors will become bleached due to sunlight and rain. Thus, the cycle of maintenance on staining must be increased as required. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clauses 10 and 18.

THE THIRD SCHEDULE

AMENDMENTS TO THE SALE AND PURCHASE AGREEMENT

The terms of this Agreement shall be amended as follows:

THE FOURTH SCHEDULE

TRANSACTION PARTICULARS

1	Purchaser – Name	: _____
		(*NRIC / Passport / Company Registration No.: _____)
	Address	: _____
	Email address (as designated by the Purchaser)	: _____
2	Booking Fee	: $ ____ (*specify total amount including GST*), comprising $_____ plus $_____ being the goods and services tax on the Booking Fee charged under the Goods and Services Tax Act 1993 payable by the Purchaser to the Vendor.

3	Option to Purchase dated	: _____
4	Purchase Price	: $_____ (specify total amount including GST), comprising $ _____ plus $_____ being the goods and services tax on the Purchase Price charged under the Goods and Services Tax Act 1993 payable by the Purchaser to the Vendor.
5	Purchaser's Solicitors – Name	: _____
	Address	: _____
	Email address (as designated by the Purchaser's solicitors)	: _____
6	[2]Reversionary owner (if any)	: _____
	[2]Annual ground rent (if any, and whether it is fixed or subject to revision):	: $_____
7	Building	: The "Building" means the building known or to be known as _____ and forming part of the Building Project [1]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 [1]Mukim/Town Subdivision _____, and forming part of the land contained in [1]Statutory Land Grant No./State Lease No. _____

8	Unit	: The "Unit" means the ^_____ in the Building Project known or to be known as _____ (address) _____, situated on the _____ storey of the Building, and having an estimated area of _____ square metres (including areas of air-conditioner ledge where applicable which form part of the Unit, as shown in the registered land surveyor's certificate on strata area)
9	Unit Purchase Price	: $ _____ per square metre (*including GST*)
10	Share Value allotted to the Unit	: _____
11	Share of maintenance charges for the common property of the Building Project	: _____
12	[2]Share of maintenance charges relating solely to the limited common property	: _____

^ To specify the use of the Unit as approved in the Written Permission granted by the Competent Authority e.g. factory, warehouse, staff canteen, showroom. No other use, except the approved use, can be inserted.

THE FIFTH SCHEDULE

RESTRICTIONS ON USE AND ENJOYMENT

1. The Purchaser must —

(*a*) allow the Vendor and its agents, servants or employees at all reasonable times and on reasonable notice being given to the Purchaser (except in case of emergency when no notice is required) to enter the Unit together with or without equipment and by means of but not limited to gondolas or any other equipment for the purposes of —

(i) maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other unit in the Building Project or the common property;

(ii) maintaining, repairing or renewing the common property and [3]limited common property including but not limited to trellises (if any); and

(iii) executing any work or doing any act reasonably necessary for or in connection with the performance or the enforcement of the stipulations contained in this Schedule;

(*b*) without delay carry out all works directed by any Relevant Authority in respect of the Unit, and pay all assessments, charges and outgoings which are payable in respect of the Unit;

(*c*) repair and maintain the Unit and keep it in a state of good repair (reasonable wear and tear and damage by fire, storm, tempest or act of God excepted); and

(*d*) use and enjoy the Unit and the common property and [3]limited common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other purchasers, their families, permitted tenants or visitors.

2. The Purchaser must not —

(*a*) use the Unit or permit it to be used for any purpose (illegal or otherwise) which may be injurious to the reputation of the Building Project;

(*b*) use the Unit or permit it to be used in such a manner or for such a purpose as to cause a nuisance or danger to any other purchaser or the family, permitted tenants or visitors of such other purchaser;

(*c*) use the Unit for any purpose contrary to the terms of use of that Unit shown in the Approved Plans;

(*d*) store or use as fuel in the Unit any substance or material which may give rise to smoke, fumes or obnoxious odours;

(*e*) throw or allow to fall any refuse, rubbish, objects or any other things of any description on the common property or [3]limited common property or any part thereof except in refuse bins or in refuse chutes provided in the Building Project;

(*f*) throw or allow any objects to fall onto any neighbouring railway line or railway area;

(*g*) use the tennis courts for any games or purposes other than for tennis;

(*h*) keep any animal in the Unit or the common property or [3]limited common property which may cause annoyance to any other purchaser or the family, permitted tenants or visitors of such other purchaser;

(*i*) obstruct or permit the obstruction of any walkway, pavement, entrance, ball court, corridor, lobby, stairway, fire escape, road or any other area of the common property or [3]limited common property;

(*j*) affix or erect any shade, blind, aerial, awning, grill, exhaust fan or the like to any window, balcony or exterior area of the Unit without the prior approval of the Vendor or which is not in accordance with the design and specifications of the Vendor;

(*k*) install any television, radio or other antenna on the roof of the Building Project or any part of the common property or [3]limited common property;

(*l*) where the Unit has a roof terrace, erect or cause or suffer to be erected any structure on the roof terrace;

(*m*) park vehicles or permit vehicles to be parked or to remain stationary at any place except at such place(s) designated by the Vendor, or carry out any major repair work to any vehicle within the Building Project;

(*n*) hold any funeral service and/or wake within the Building Project except in the Purchaser's Unit / at areas designated by the Vendor and in accordance with any specific requirements imposed by the Vendor;

(*o*) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property or [3]limited common property without the approval in writing of the Vendor;

(*p*) affix or erect any shade, blind, awning, grill or other covering or enclosure or the like to any part of the common property or [3]limited common property of the Building Project without the prior approvals of the Vendor and the Relevant Authorities;

(*q*) erect or cause or suffer to be erected any structure, fixture or feature in, on or over the Unit which will obstruct or otherwise hinder any of the purposes set out in item 1(*a*) of this Schedule;

(*r*) hang or dry or permit the hanging or drying of any clothes, linen, washing and such like articles except in areas specially provided for in the Unit;

(*s*) plant or place or cause to be placed potted plant(s) or other objects on any part of the common property or [3]limited common property or on balcony/ window ledge which may pose a danger to any person in the Building Project or any passer-by below the Unit;

(*t*) make or permit to be made any repair, alteration or renovation works to the household shelter installed in the Unit which weakens or damages the household shelter;

(*u*) insert or deliver any junk mail to letter boxes in the Building Project;

(*v*) at any time carry out the following:

(i) alterations to any window installed on the external walls;

(ii) any work that affects the external facade of the Unit or Building; and

(iii) any change to any fire rated door within the Unit, unless approved by the Vendor and the relevant authorities;

(*w*) paint any exterior area of the Unit unless the colour of such paint is first approved by the Vendor; and

(*x*) use the recreational facilities for any games or purposes other than those that the facilities are specially intended for.

PROVIDED ALWAYS THAT nothing herein contained shall impose or be deemed to impose on the Vendor any obligation to enforce or effectuate the aforesaid restrictive or other covenants or any of them against the Purchaser, its successors, assignees and personal representatives.

Note: Any item in the Fifth Schedule which is not relevant to a particular project may be omitted and the other items may be renumbered accordingly.

---

[1] Delete whichever is not applicable.

[2] Delete if not applicable.

[3] The reference to "limited common property" may be deleted if not required and this clause may be appropriately amended if the reference to "limited common property" is deleted.

[4] Applicable if any common property of the Building Project is designated as limited common property."; and

(*d*) in Form D, replace clause 14.2 with —

"*[Note: The following version of clause 14.2 must be used if the Vendor's application for planning permission for the Building Project is made under the Planning Act 1998 before 1 June 2027. Delete if not applicable.]*

14.2. The amount of the monthly maintenance charges payable must be as approved by the Commissioner of Buildings for the Building Project.

[Note: The following version of clause 14.2 must be used if the Vendor's application for planning permission for the Building Project is made under the Planning Act 1998 on or after 1 June 2027. Delete if not applicable.]

14.2 The amount of the monthly maintenance charges must not exceed:

(*a*) in the case of maintenance charges payable for the management and maintenance of common property, the amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Building Project, or the prevailing maximum rate approved by the Commissioner of Buildings for the Building Project from time to time; and

(*b*) in the case of maintenance charges payable for the management and maintenance of limited common property which the Purchaser is entitled to the benefit of, the amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Building Project, or the prevailing maximum rate approved by the Commissioner of Buildings for the Building Project from time to time.

[Note: Sub-clause (b) may be deleted if it is not applicable, and relevant consequential amendments to clause 14.2 may be made.]".

Miscellaneous amendments

4. In the principal Rules —

(*a*) in rule 2(1), in the definition of "Commissioner of Buildings", replace "Building Maintenance and Strata Management Act 2004 (Act 47 of 2004)" with "Building (Strata Management) Act 2004";

(*b*) in rule 2(1), in the definition of "limited common property", replace "Building Maintenance and Strata Management Act 2004" with "Building (Strata Management) Act 2004"; and

(*c*) in the following provisions, replace "(Cap. 294A)" with "1988":

Rule 7(4)

Rule 11(3).

Transitional provision

5. If a developer of a building project gives to a prospective purchaser of a commercial property in the building project before 31 December 2026 an option to purchase the commercial property in accordance with rule 5(1) of the principal Rules as in force immediately before that date —

(*a*) any option to purchase any commercial property in the building project that the developer gives to any prospective purchaser of the commercial property on or after that date must be in Form B set out in the Schedule to the principal Rules as in force immediately before that date, as if rule 3(*a*) had not been made; and

(*b*) any agreement made on or after that date between the developer and any purchaser for the sale and purchase of any commercial property in the building project must be in Form D set out in the Schedule to the principal Rules as in force immediately before that date, as if rule 3(*c*) had not been made.

[G.N. Nos. S 568/1999; S 224/2006; S 122/2023]

Made on 29 October 2026.

LOH NGAI SENG
Permanent Secretary,
Ministry of National Development,
Singapore.

[AG/LEGIS/SL/281/2025/1]

(To be presented to Parliament under section 10(4) of the Sale of Commercial Properties Act 1979).