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No. S 815

EXECUTIVE CONDOMINIUM HOUSING SCHEME ACT 1996

EXECUTIVE CONDOMINIUM HOUSING SCHEME (AMENDMENT) REGULATIONS 2026

In exercise of the powers conferred by section 3(2) of the Executive Condominium Housing Scheme Act 1996, the Minister for National Development makes the following Regulations:

Citation and commencement

1.—(1) These Regulations are the Executive Condominium Housing Scheme (Amendment) Regulations 2026 and, except for regulation 3(*b*) and (*d*), come into operation on 31 December 2026.

(2) Regulation 3(*b*) and (*d*) comes into operation on 1 June 2027.

Amendment of regulation 2

2. In the Executive Condominium Housing Scheme Regulations 2016 (called in these Regulations the principal Regulations), in regulation 2(1), replace "executive condominium housing scheme" with "executive condominium scheme".

Amendment of Schedule

3. In the principal Regulations, in the Schedule —

(*a*) replace Form 1 with —

"FORM 1

Regulation 2(1)

Serial No: _____

OPTION TO PURCHASE

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

Vendor:

Name: _____

Address of registered office: _____

Housing Developer's Licence No.:

[1]**Intending Purchaser:**

S/N	Name	Nationality (country)	Residency status (applicable for individual purchaser)	NRIC/ Identification No.	Residential Address	Email Address
		e.g. Singapore	e.g. Singapore citizen, permanent resident			

Property: Executive Condominium Unit (_____type) on _____ storey marked on the [2]sale brochure/attached plan as Unit No. ____, being part of the housing project known as _____ on Government Resurvey Lot No. ___of [2]Mukim / Town Subdivision _, Singapore.

Address of Property (if known):

Tenure of Land: Remainder of leasehold estate of ninety-nine (99) years commencing on _____

Encumbrances on the Land: *(state nature and holder of encumbrance)*

Estimated Strata Area: _____ square metres (including areas of *(to specify the type of space, e.g. balcony, air-conditioner ledge, planter box, private enclosed space, void area where applicable)* which form part of the Property) as shown in the registered land surveyor's certificate

[3]**Number of units in the Housing Project: _____**

[3]**Number of carparking spaces in the Housing Project: _____**

Purchase Price: S$ _____

Unit Purchase Price: S$ _____ per square metre

Booking Fee: S$ _____ (5% of Purchase Price)

Details of all building plans approved by the Commissioner of Building Control: _____

Approval date **Approval number**

(To include the approval numbers and approval dates of all building plans approved by the Commissioner of Building Control as at the date of the Option to Purchase.)

Vacant Possession Date: _____

(the latest date for delivery of vacant possession of the Property)

Latest date of giving Notice to Complete	:_____ or 3 years after the date of delivery of vacant possession of the Property, whichever is the earlier.

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

1.1 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 Vendors 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 Property at the Purchase Price.

1.2 This Option shall be null and void if for any reason for which:

(*a*) the Vendor; or

(*b*) the [2]bank/finance company with which the Vendor's project account as abovementioned is opened,

is not responsible, actual payment of the Booking Fee is not effected or made to the Vendor's project account.

1.3 In the event this Option becomes null and void under clause 1.2, the Vendor must give the Intending Purchaser notice in writing of such event and the Intending Purchaser must pay to the Vendor 25% of the Booking Fee within 14 days after the date of the Vendor's notice. The amount payable by the Intending Purchaser under this clause shall be recoverable as a debt due to the Vendor from the Intending Purchaser. The Vendor may deduct the 25% of the Booking Fee payable from any moneys due or which may become due from the Vendor to the Intending Purchaser under any transaction between the Vendor and the Intending Purchaser.

2. Obligations of Vendor

2.1 If and only if the Vendor is satisfied that the Intending Purchaser is eligible to purchase the Property under the provisions of the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder ("**Vendor's Satisfaction**"), 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 the Intending Purchaser's solicitor by the later of (i) the date falling 6 weeks after the Option Date and (ii) the date falling 1 week after communication of the Vendor's Satisfaction to the Intending Purchaser or the Intending Purchaser's solicitor:

(*a*) the original or copies of the title deeds of the Property; 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*) that 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 5.1.

2.7 The Property 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 under the Executive Condominium Housing Scheme Regulations 2016 with such modifications as may be approved by the Minister for National Development or by a person authorised by the Minister for that purpose.

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 Housing Developers (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Rules 2023 (G.N. No. S 119/2023); or

(ii) chooses not to perform or complete performing any of the customer due diligence measures in compliance with Rule 4(2) of the Housing Developers (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 Property 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. Ineligibility of Intending Purchaser

If the Vendor is not satisfied that the Intending Purchaser is eligible to purchase the Property under the provisions of the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder, this Option will become null and void, and:

(*a*) the Vendor must without undue delay refund to the Intending Purchaser the Booking Fee without interest; and

(*b*) neither party hereto shall thereafter have any claim against the other.

4. Expiry of Option

4.1 Subject to clause 4.2, this Option shall 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**").

4.2 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.

5. Exercise of Option

5.1 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.

5.2 If the Intending Purchaser exercises this Option in accordance with clause 5.1, the Vendor must, within 14 days after receiving all the execution copies of the Sale and Purchase Agreement signed by the Intending Purchaser, 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.

5.3 The Intending Purchaser who exercises this Option must pay the Vendor S$ _____, being 20% of the Purchase Price less the Booking Fee, [2]on the exercise of this Option or within 9 weeks after the date of this Option (whichever is the later) 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)*.

5.4 The Intending Purchaser may exercise this Option only for the Intending Purchaser's own behalf and not on behalf of any other person.

6. Non-exercise of Option

6.1 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 75% 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 of the Property together with all the execution copies of the Sale and Purchase Agreement earlier delivered to the Intending Purchaser or the Intending Purchaser's solicitor pursuant to clause 2.1 (if delivered in hard copies).

6.2 Notwithstanding clause 6.1, the Vendor shall be entitled to withhold the refund referred to in clause 6.1(*a*) until:

(*a*) where the Intending Purchaser or the Intending Purchaser's solicitor has lodged any caveat in respect of the Property, evidence is furnished to the Vendor by the Intending Purchaser or the Intending Purchaser's solicitor that such caveat has been withdrawn; or

(*b*) where the Intending Purchaser or the Intending Purchaser's solicitor has not lodged any caveat against the Property, a written confirmation to this effect is given to the Vendor by the Intending Purchaser or the Intending Purchaser's solicitor.

7. Assignment

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

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

8. Information for Intending Purchaser of Strata Unit

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

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

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

If approval of the [2]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 Property may be sold to the Intending Purchaser, this Option and the sale and purchase of the Property 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 Property to the Intending Purchaser, this Option and the sale and purchase of the Property 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 or demand against the other. In this clause, "holding company" shall have the same meaning as defined in the Companies Act 1967.

[5]**10. Rebate, reimbursement, allowance, discount, payment, voucher and other benefit for Intending Purchaser**

In relation to or conditional upon the sale by the Vendor and purchase by the Intending Purchaser of the Property, the Vendor must provide to the Intending Purchaser such rebate, reimbursement, allowance, discount, payment, voucher and other benefit (whether monetary or otherwise) of such amount or value and subject to such terms and conditions as specified in Schedule A.

11. Conditions of Sale

The Property is sold subject to:

(*a*) the provisions of the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder;

(*b*) the terms and conditions contained in the application to purchase the Property issued by the Vendor, upon which the Intending Purchaser's eligibility to purchase the Property under the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder is conditional; and

(*c*) the terms and conditions in the Sale and Purchase Agreement subject to such modifications which have been approved in accordance with the Executive Condominium Housing Scheme Regulations 2016.

12. Contracts (Rights of Third Parties) Act 2001

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 term of this Option.

Signed by: (Authorised Signature)

Name:

for and on behalf of the Vendor

Vendor's solicitor

Name:

Address:

Email (optional):

[6]SCHEDULE A TO OPTION TO PURCHASE

REBATES, REIMBURSEMENT, ALLOWANCE, DISCOUNT, PAYMENT, VOUCHER AND OTHER BENEFIT FOR INTENDING PURCHASER

(To set out the nature or type, amount or value, and terms and conditions of all rebates, reimbursements, allowances, discounts, payments, vouchers and other benefits (whether monetary or otherwise) which the Vendor agrees to give to the Intending Purchaser in relation to or conditional upon the sale and purchase of the Property.)

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[1] 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.

[2] Delete whichever is not applicable.

[3] Applicable if the number of carparking spaces is less than the number of units in the Housing Project.

[4] Delete if not applicable.

[5] Clause 10 may be deleted if no rebate, reimbursement, allowance, discount, payment, voucher or other benefit (whether monetary or otherwise) is provided to the Intending Purchaser.

[6] Schedule A may be deleted if no rebate, reimbursement, allowance, discount, payment, voucher or other benefit (whether monetary or otherwise) is provided to the Intending Purchaser.";

(*b*) in Form 1, replace clause 8.2 with —

"*[Note: The following version of clause 8.2 must be used if the Vendor's application for planning permission for the Housing Project is made under the Planning Act 1998 before 1 June 2027. Delete if not applicable.]*

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

[Note: The following version of clause 8.2 must be used if the Vendor's application for planning permission for the Housing Project is made under the Planning Act 1998 on or after 1 June 2027. Delete if not applicable.]

8.2. The amount of monthly maintenance charges must not exceed the amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Housing Project, or the prevailing maximum rate approved by the Commissioner of Buildings for the Housing Project from time to time.";

(*c*) replace Form 2 with —

"FORM 2

Regulation 3(1)

SALE AND PURCHASE AGREEMENT

An Agreement made between _____ of _____ Housing Developer's Licence No. ____ (the Vendor) and the Purchaser named in item 1 of the Second 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 Housing 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 Fifth Schedule;

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

(*a*) are specified in a duly served notice under clause 5.4; 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 Second Schedule that is paid as consideration for the grant of the Option to purchase the Unit;

"Building" means the building as described in item 5 of the Second Schedule;

"Building and Construction Authority" or "BCA" means the Building and Construction Authority established under the Building and Construction Authority Act 1999;

"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 Housing 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 the Building (Strata Management) Act 2004;

"Common Property Defect" means any fault in the common property of the Housing Project which is due either to:

(*a*) defective workmanship or materials; or

(*b*) the common property of the Housing Project not having been constructed according to the Specifications and Plans;

"Common Property Defects Liability Period" means the period commencing on the DLP Commencement Date and ending on:

(*a*) where the First AGM Date is not more than 6 months after the DLP Commencement Date, the date falling 12 months after the DLP Commencement Date; and

(*b*) where the First AGM Date is more than 6 months after the DLP Commencement Date, the date falling 6 months after the First AGM Date;

"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 16;

"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;

"Defect" means a Unit Defect or a Common Property Defect;

"DLP Commencement Date" means the earlier of:

(*a*) the date the Vendor actually delivers vacant possession of the Unit to the Purchaser; or

(*b*) the 35th day after the Purchaser receives all the documents specified under item 3 of the Payment Schedule;

"Final Payment Date" means the date of expiry of the Common Property Defects Liability Period;

"First AGM Date" means the date on which the first annual general meeting of the management corporation of the Housing Project is convened;

"Floor Plan" means the floor plan of the Unit provided to the Purchaser, as contemplated in Rule 10(4)(*a*) of the Housing Developers Rules (R 1);

"Homeowner User Manual" means a manual containing information described in the Code of Practice on Buildability issued by the BCA in relation to a prefabricated bathroom unit in force as at the date of the application for planning permission for the Housing Project under the Planning Act 1998;

(Note: The definition of "Homeowner User Manual" may be deleted if regulation 13(2)(ab) of the Building Control (Buildability and Productivity) Regulations 2011 (G.N. No. S 199/2011) is not applicable to the Housing Project.)

"Housing Project" means the housing project known or to be known as _____ and [1]built/being built/to be built by the Vendor under approved Building Plan No. _____[2];

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

"Land Transport Authority" means the Land Transport Authority of Singapore established under the Land Transport Authority of Singapore Act 1995;

"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;

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

"Notice of Vacant Possession" means a notice given by the Vendor to the Purchaser under clause 12.3 upon delivery of vacant possession of the Unit to the Purchaser;

"Notice to Complete" means a notice given by the Vendor to the Purchaser under clause 16.1 to complete the sale and purchase of the Unit;

"Option" means the option to purchase the Unit referred to in item 4 of the Second 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;

"Plans" means the Approved Plans, the Floor Plan and the Site Plan;

"Purchase Price" means the purchase price for the Unit as set out in item 3 of the Second Schedule;

"Purchaser's solicitors" means the solicitors named in item 8 of the Second 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;

"Site Plan" means the site plan of the Housing Project provided to the Purchaser, as contemplated in Rule 10(4)(*a*) of the Housing Developers Rules;

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

"stakeholding money" has the meaning given by the Singapore Academy of Law (Stakeholding) Rules;

"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;

"Unit" means the unit as described in item 6 of the Second Schedule;

"Unit Defect" means any fault in the Unit which is due either to:

(*a*) defective workmanship or materials; or

(*b*) the Unit not having been constructed according to the Specifications and Plans;

"Unit Defects Liability Period" means the period of 12 months after the DLP Commencement Date;

"Unit Purchase Price" means the unit price for each square metre of the area of the Unit as set out in item 11 of the Second 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 8 of the Second Schedule	on the day of transmission if sent no later than 5 p.m. on a working day or otherwise on the next working day, provided that within 24 hours after sending such electronic mail, the sender does not receive any system-generated notification that such electronic mail has not been successfully delivered.

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

The Vendor shall sell and the Purchaser shall buy free from all encumbrances the remainder of the leasehold estate of ninety-nine (99) years commencing on _____ in the Unit at the Purchase Price.

3. Terms of Sale

3.1 The Unit is sold subject to:

(*a*) the terms in this Agreement;

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

(*c*) the provisions contained in the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder; and

(*d*) the terms and conditions contained in the application to purchase the Property issued by the Vendor, upon which the Purchaser's eligibility to purchase the Unit was approved under the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder is conditional.

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."

[3]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 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 meaning given by the Companies Act 1967.

4. Purchase Price and Benefits

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

[4]4.2 In relation to or conditional upon the sale and purchase of the Unit, the Vendor must provide to the Purchaser such rebate, reimbursement, allowance, discount, payment, voucher and other benefit (whether monetary or otherwise) of such amount or value and subject to such terms and conditions as specified in the Fourth Schedule.

5. Payment Schedule

5.1 The Purchaser must pay the Purchase Price to the Vendor in instalments according to the Payment Schedule below.

Payment Schedule

1. Upon signing this Agreement or within 9 weeks after the date of Option, whichever is the later	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 solicitors 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 of 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 car park, roads and drains serving the Housing Project have been completed	5% of the Purchase Price
3. Within 14 days after the Purchaser receives the following:	25% of the Purchase Price
(*a*) either the TOP or CSC in respect of the Unit (or a certified copy thereof); and	

(*b*) notice that the Building wherein the Unit is situated and all roads and drainage and sewerage works serving the Housing Project have been completed, and that water and electricity supplies, and gas supplies (if any) have been connected to the Unit.

4. If the Completion Date is before the issue of the CSC in respect of the Unit, the last 15% of the Purchase Price shall be payable as follows:

(*a*) where the Completion Date is before the Final Payment Date, on Completion Date 15% of the Purchase Price payable as follows:

(*a*) 2% of the Purchase Price to the Vendor; and

(*b*) 13% of the Purchase Price to the SAL as stakeholder, who shall pay to the Vendor:

(i) 8% of the Purchase Price within 7 working days after the stakeholder's receipt from the Vendor of the CSC in respect of the Unit (or a certified copy thereof) in accordance with clause 5.2; and

(ii) 5% of the Purchase Price or 5% of the Purchase Price less all authorised deductions on the Final Payment Date.

OR

(*b*) where the Final Payment Date is before the Completion Date:		
	(i) within 14 days after the Purchaser receives from the Vendor notice of the Final Payment Date, which notice must be served by the Vendor not earlier than 14 days before the Final Payment Date	If the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4, 5% of the Purchase Price to the Vendor; or if any notice of deduction under clause 5.4 is duly served on the SAL and Vendor, 5% of the Purchase Price payable as follows: (*a*) such amount of 5% of the Purchase Price as being equivalent to all the authorised deductions to the SAL; and (*b*) the balance to the Vendor.
	(ii) 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 SAL as stakeholder, who must pay to the Vendor such 8% of the Purchase Price within 7 working days after the stakeholder's receipt from the Vendor of the CSC in respect of the Unit (or a certified copy thereof) in accordance with clause 5.2.

5. If the CSC in respect of the Unit is issued before the Completion Date, the last 15% of the Purchase Price shall be payable as follows:		
(*a*) where the CSC in respect of the Unit is issued before the Final Payment Date:		
	(i) within 14 days after the Purchaser receives the CSC in respect of the Unit (or a certified copy thereof)	13% of the Purchase Price payable as follows: (*a*) 8% of the Purchase Price to the Vendor; and (*b*) 5% of the Purchase Price to the SAL as stakeholder, who must pay to the Vendor such 5% of the Purchase Price or 5% of the Purchase Price less all authorised deductions on the Final Payment Date.
	(ii) Completion Date	2% of the Purchase Price payable to the Vendor
(*b*) where the CSC in respect of the Unit is issued after the Final Payment Date:		
	(i) within 14 days after the Purchaser receives from the Vendor a notice of the Final Payment Date, which notice must be served by the Vendor on the Purchaser not earlier than 14 days before the Final Payment Date	If the SAL (as stakeholder) and Vendor are not duly served with any notice of deductions under clause 5.4, 5% of the Purchase Price payable to the Vendor; or if any notice of deductions under clause 5.4 is duly served on the SAL and Vendor, 5% of the Purchase Price payable as follows: (*a*) such amount of 5% of the Purchase Price as being equivalent to all the authorised deductions to the SAL; and (*b*) the balance to the Vendor.

(ii)	within 14 days after the Purchaser receives the CSC in respect of the Unit (or a certified copy thereof)	8% of the Purchase Price to the Vendor
(iii)	Completion Date	2% of the Purchase Price to the Vendor

5.2 If the Completion Date is before the issue of the CSC in respect of the Unit and the provisions in item 4 of the Payment Schedule apply, the Vendor must serve the CSC in respect of the Unit (or a certified copy thereof) on the Purchaser and the stakeholder on the same day.

5.3 Subject to clause 5.10, the stakeholder must pay the sums due to the Vendor or as specified in accordance with the provisions in items 4 and 5 of the Payment Schedule.

5.4 If the Purchaser desires to make deductions from the 5% of the Purchase Price held or to be held by the stakeholder under items 4 and 5 of the Payment Schedule, the Purchaser may serve on the stakeholder and Vendor a notice in writing of deductions from the Purchase Price.

5.5 The Purchaser must serve the notice of deductions under clause 5.4 on the stakeholder and Vendor on the same day and at least 7 working days before:

(*a*) for deductions in respect of any Unit Defect, expiry of the Unit Defects Liability Period; or

(*b*) for deductions in respect of any Common Property Defect, the expiry of the Common Property Defects Liability Period.

The Purchaser may serve such notice whether or not the said 5% of the Purchase Price referred to in clause 5.4 has been paid to the stakeholder.

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

5.7 The Vendor must serve the notice referred to in clause 5.6 on the stakeholder and the Purchaser on the same day and at least one working day before:

(*a*) for deductions in respect of any Unit Defect, the expiry of the Unit Defects Liability Period; or

(*b*) for deductions in respect of any Common Property Defect, the expiry of the Common Property Defects Liability Period.

5.8 If a notice of deductions referred to in clause 5.4 is duly served on the stakeholder in accordance with clause 5.5, or a notice referred to in clause 5.6 is duly served on the stakeholder in accordance with clause 5.7, then the stakeholder shall be entitled to:

(*a*) pay to the Vendor the amount of stakeholding money due to the Vendor less the amount of deductions duly notified by the Purchaser under clause 5.4 by the relevant due date or within the period as provided in item 4(*a*) or 5(*a*)(i) of the Payment Schedule, as the case may be;

(*b*) pay to the Purchaser the amount of deductions notified under clause 5.4, less the amount disputed by the Vendor under clause 5.6, by the later of:

(i) the same day as the payment to the Vendor pursuant to clause 5.8(*a*); or

(ii) 7 working days after the Vendor's notice referred to in clause 5.6; and

(*c*) subject to clause 5.10, 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.

5.9 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*).

5.10 All amounts payable to or by the Singapore Academy of Law under items 4 and 5 of the Payment Schedule must be paid in accordance with the relevant Rules made under the Singapore Academy of Law Act 1988.

5.11 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.

5.12 Every notice referred to in items 2 and 3 of the Payment Schedule must be accompanied by a copy of the requisite certificate of the Housing Project Qualified Person certifying that the works specified in the certificate have been completed.

5.13 The certificate of the Housing 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.

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

5.15 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 calculated on a daily basis at the rate of 2% per annum above the Base Rate 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.

7. Repudiation by Purchaser

7.1 The Vendor has the right to treat this Agreement as having been repudiated by the Purchaser if 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.

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 shall 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 within the notice period.

7.4 Once this Agreement is annulled, the Vendor has the right to:

(*a*) where vacant possession of the Unit has been delivered to the Purchaser, re-enter upon and resume possession of the Unit and all interests therein;

(*b*) resell or otherwise dispose of the Unit as if this Agreement had not been entered into;

(*c*) 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 as well as all costs and expenses legal or otherwise incurred by the Vendor in relation to the recovery of possession of the Unit referred to in clause 7.4(*a*);

(*d*) forfeit and keep an amount equivalent to 5% of the Purchase Price from the Paid Amounts; and

(*e*) if the Paid Amounts are not sufficient to cover the amounts referred to in clause 7.4(*c*) and (*d*), 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(*c*) and (*d*) from the Paid Amounts and provided that the Purchaser has furnished to the Vendor evidence that all caveats or encumbrances registered or lodged against the Unit by the Purchaser or any person claiming through the Purchaser have been withdrawn or cancelled, 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 to the Purchaser in accordance with clause 7.5, the Vendor must pay the Purchaser interest on the unrefunded balance Paid Amounts until such balance is paid.

7.7 The interest payable under clause 7.6 shall be calculated on a daily basis at the rate of 2% per annum above the Base Rate commencing on:

(*a*) the 22nd day after the relevant date mentioned in clause 7.5(*a*) or (*b*) if the evidence of withdrawal or cancellation of the caveats or encumbrances mentioned in clause 7.5 is provided to the Vendor prior to the 22nd day; or

(*b*) the day immediately after such evidence of withdrawal or cancellation of caveats or encumbrances is provided to the Vendor if it is provided only on or after the 22nd day.

8. Title and share value

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

8.2 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.

8.3 The share value allotted to the Unit in the schedule of strata units filed with and accepted by the Commissioner of Buildings under the Building (Strata Management) Act 2004 is as stated in item 9 of the Second Schedule. The Purchaser's share of maintenance charges for the common property of the Housing Project shall be as stated in item 10 of the Second Schedule.

9. Vendor's Obligations

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

9.2 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 Unit and Housing Project according to the requirements and specifications of the Commissioner of Building Control and other Relevant Authorities; and

(*b*) lay all necessary water, electricity and sewerage mains and (if any) gas mains to serve the Unit and the Housing Project and cause the internal mains and the sanitary installations of the Unit to be connected to the water, electricity and sewerage mains and, if applicable, the gas mains of the relevant authorities or the sewerage treatment plant of the Housing Project.

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

9.4 The Vendor must at 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.

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

10. Purchaser's Obligations

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

10.2 Where the CSC 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. Title Surveys

11.1 The Vendor must conduct or cause to be conducted all necessary title surveys relating to the subdivision of the Building and Housing Project and to the preparation of strata certified plans in respect of the Unit. All expenses relating to the title surveys and the preparation of certified plans shall be borne by the Vendor.

12. Delivery of Possession

12.1 The Vendor must deliver vacant possession of the Unit to the Purchaser:

(*a*) no later than _____ (the "**Vacant Possession Date**"); and

(*b*) no later than 21 days after the date of receipt (such date of receipt, the "**Payment Receipt Date**") from the Purchaser of payment of:

(i) the instalment referred to in item 3 of the Payment Schedule; and

(ii) all other outstanding instalment payments due under the Payment Schedule as at the due date for payment of the instalment referred to in item 3 of the Payment Schedule.

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

12.3 The Vendor must, upon delivery of vacant possession of the Unit to the Purchaser, also deliver the following to the Purchaser:

(*a*) a Notice of Vacant Possession in respect of the Unit, such Notice of Vacant Possession to specify the date on which vacant possession of the Unit is delivered to the Purchaser;

[5](*b*) a Homeowner User Manual relating to the prefabricated bathroom unit provided in the Unit;

(*c*) a drawn to scale as-built plan of the Unit with the scale shown, and the electricity, gas and plumbing layout plan of the Unit, free of charge; and

(*d*) either in hard copies or soft copies, the materials on "Info-pack for Subsidiary Proprietors" published by the BCA on its website or such other website as the BCA may designate.

12.4 The Vendor must, subject to clauses 12.5 and 12.6, pay to the Purchaser liquidated damages in accordance with clause 12.7 if the Vendor fails to deliver vacant possession of the Unit to the Purchaser in accordance with clause 12.1.

12.5 The Vendor shall not be liable to pay liquidated damages to the Purchaser under clause 12.4 if:

(*a*) the Purchaser receives all the documents specified under item 3 of the Payment Schedule at least 36 days before the Vacant Possession Date;

(*b*) the Purchaser makes payment of the instalment referred to in item 3 of the Payment Schedule or any other instalment due (as at the due date for payment of the instalment referred to in item 3 of the Payment Schedule) more than 14 days after receiving the documents referred to in clause 12.5(*a*); and

(*c*) notwithstanding clause 12.1, the Vendor delivers vacant possession of the Unit to the Purchaser after the Vacant Possession Date as provided in clause 12.1(*a*) but within 21 days after the Payment Receipt Date in accordance with clause 12.5(*b*).

12.6 The Vendor shall also not be liable to pay liquidated damages to the Purchaser under clause 12.4 for any period of delay in delivering vacant possession of the Unit after the deadline mentioned in clause 12.1 if the period of delay is due to any of the following:

(*a*) the Purchaser requests for or agrees to the delivery of vacant possession of the Unit to the Purchaser at a later date;

(*b*) for any reason for which the Vendor is not responsible, the Purchaser does not take delivery of vacant possession of the Unit until a later date.

12.7 Liquidated damages under clause 12.4 are to be calculated on a daily basis at the rate of 10% per annum on the total sum of all Paid Amounts (including any instalment paid by the Purchaser towards the Purchase Price after the start date), commencing on the start date until vacant possession of the Unit is delivered to the Purchaser.

12.8 For the purposes of clause 12.7, "start date" means —

(*a*) where the Vacant Possession Date specified in clause 12.1(*a*) is earlier than the date falling 21 days after the Payment Receipt Date, the date immediately after the Vacant Possession Date; or

(*b*) where the date falling 21 days after the Payment Receipt Date is earlier than the Vacant Possession Date, the date immediately after the expiry of the period specified in clause 12.1(*b*).

12.9 Any liquidated damages payable to the Purchaser under clause 12.4 may be deducted from any instalment of the Purchase Price due to the Vendor.

13. Maintenance Charges

13.1 The Purchaser must pay to the Vendor maintenance charges for the maintenance of the common property of the Housing Project and the provision of cleaning and other services starting on the earlier of:

(*a*) the date the Vendor actually delivers vacant possession of the Unit to the Purchaser; or

(*b*) the 35th day after the Purchaser receives all the documents specified under item 3 of the Payment Schedule.

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

13.3 The Purchaser must also pay to the Vendor all goods and services tax charged by law on the supply of maintenance, cleaning and other services referred to in clause 13.1.

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

13.5 The Purchaser 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 Housing Project takes over from the Vendor the function of maintaining the Housing Project and the provision of cleaning and other services.

13.6 If any part of the maintenance charges or goods and services tax is not paid within14 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.

14. Changes from Specifications and Plans

14.1 In the course of erecting the Unit, the Vendor must ensure that:

(*a*) no change to the Specifications or Plans for or relating to the Unit shall be made unless:

(i) they have been agreed to by the Purchaser and, where required, approved by the Commissioner of Building Control and other Relevant Authorities; or

(ii) they are required by the Commissioner of Building Control or other Relevant Authorities as a result of new guidelines, requirements, rules or regulations implemented by the Commissioner of Building Control or other Relevant Authorities after the date the Option was granted; and

(*b*) no substantive changes (including substantive changes to location, size and dimensions) to the Plans for or relating to main or key facilities, structures, buildings or areas comprised in the common property of the Housing Project (such as guard house, bin centre, or refuse chute chamber, ventilation opening or shaft (if any), water tank, mechanical and electrical room, electrical substation, generator, lift motor room, car park, carparking lots, swimming pool, children's playground or area, tennis courts and courts or areas for other ball games, clubhouse or function room, barbeque pits or area, vehicular and pedestrian entrance and exit to the Housing Project or car park, etc.) of the Housing Project must be made:

(i) unless:

(A) notice of the changes is given to all the purchasers of the sold units in the Housing Project as at the date of the notice;

(B) no objection in writing is received from any of the purchasers of these sold units within 21 days after the date of the notice; and

(C) the changes are, where required, approved by the Commissioner of Building Control and other Relevant Authorities; or

(ii) unless the changes are required by the Commissioner of Building Control or other Relevant Authorities as a result of new guidelines, requirements, rules or regulations implemented by the Commissioner of Building Control or other Relevant Authorities after the date the Option was granted.

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

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

14.4 Where any objection in writing to any substantive change to the Plans is received from the Purchaser under clause 14.1(*b*)(i), the Vendor may give to the Purchaser not less than 21 days' notice in writing of the Vendor's intention to annul this Agreement.

14.5 This Agreement shall be treated as annulled immediately after the notice period referred to in clause 14.4 expires, unless the Purchaser notifies the Vendor in writing of the withdrawal of its objection before expiry of such notice period.

14.6 Where the Purchaser notifies the Vendor of the withdrawal of its objection before expiry of the notice period referred to in clause 14.4, the Purchaser shall be deemed not to have made such objection.

14.7 Once this Agreement is annulled, the Vendor must:

(*a*) refund (without interest) to the Purchaser all Paid Amounts;

(*b*) subject to clause 14.8, pay (without interest) to the Purchaser an amount equivalent to the amount of ad valorem duty paid on the purchase of the Unit by the Purchaser under the Stamp Duties Act 1929; and

(*c*) pay to the Purchaser an amount equivalent to the amount of interest paid by the Purchaser on the loan taken to purchase the Unit (if any), the loan cancellation charge (if any) and the legal fees paid by the Purchaser towards the purchase of the Unit, provided that the amount payable pursuant to this clause 14.7(*c*) shall not exceed 5% of the Purchase Price,

no later than 21 days after the latest of the following dates:

(i) the date this Agreement is annulled;

(ii) the date on which evidence of the withdrawal or discharge of the last remaining caveat, mortgage, charge or other encumbrance lodged against the Unit by or on behalf of the Purchaser and any mortgagee, chargee or other encumbrancer of the Purchaser is given to the Vendor; or

(iii) where vacant possession of the Unit has been delivered to the Purchaser, the date vacant possession of the Unit is returned to the Vendor.

14.8 The Vendor shall not be required to pay to the Purchaser the amount referred to in clause 14.7(*b*) (or any part thereof) if the Purchaser is entitled to a refund of ad valorem duty under the provisions of the Stamp Duties (Aborted Sale and Purchase Agreements) (Remission) Rules 2005 (G.N. No. S 445/2005), or under any other written law.

14.9 Upon the Vendor complying with its obligations under clause 14.7, neither party shall have any further claim against the other and the Vendor shall have the right to resell or otherwise dispose of the Unit as if this Agreement had not been entered into.

14.10 Notwithstanding clause 14.3, where any change to the Specifications or Plans for or relating to the Unit is requested by the Purchaser and agreed to by the Vendor, any reduction in the Purchase Price or the payment of any compensation or cost due to or arising from such change shall be as agreed between the Vendor and the Purchaser.

14.11 Neither of the following shall, by itself, be treated as an objection to any substantive change to the Plans under clause 14.1(*b*)(i) entitling the Vendor to annul this Agreement pursuant to clause 14.4:

(*a*) a dispute by a Purchaser as to whether the conditions set out in clause 14.1(*b*)(i) for making any substantive change to the Plans have been satisfied; or

(*b*) a claim by a Purchaser to any reduction in Purchase Price or to damages under clause 14.3, or a dispute by the Purchaser as to the amount of such reduction in the Purchase Price or such damages.

15. Certificate of Statutory Completion (CSC)

15.1 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.

15.2 At any time after 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.

15.3 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.

15.4 If the Purchaser does not comply with the Vendor's notice given pursuant to clause 15.3, 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).

16. Completion

16.1 The Vendor must give to the Purchaser a Notice to Complete requiring completion of the sale and purchase of the Unit in accordance with this clause 16 no later than _____ or 3 years after the date of delivery of vacant possession of the Unit, whichever is the earlier.

16.2 Completion must take place on the date falling 10 working days after the Purchaser receives the Vendor's Notice to Complete.

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

16.4 No later than 10 working days after the Notice to Complete, the Purchaser must deliver to the Vendor the relevant transfer instrument in respect of the Unit prepared by and at the expense of the Purchaser.

16.5 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 unless the Registrar of Titles has directed that no Subsidiary Strata Certificate of Title will be issued for the units in the same Building.

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.

16.6 If for any reason the Vendor does not give a Notice to Complete within the period specified in clause 16.1, the Vendor must pay to the Purchaser liquidated damages.

16.7 Liquidated damages under clause 16.6 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 16.1 until the date the Notice to Complete is actually given to the Purchaser.

16.8 Any liquidated damages payable to the Purchaser under clause 16.6 may be deducted from any instalment of the Purchase Price due to the Vendor.

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

17. Defects Liability Period

17.1 The Vendor must make good at its own cost and expense:

(*a*) any Unit Defect within the Unit Defects Liability Period; and

(*b*) any Common Property Defect within the Common Property Defects Liability Period.

17.2 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 ("First Notice"), failing which the Purchaser may issue in writing a second notice to the Vendor ("Second Notice") informing of the following:

(*a*) the estimated cost of carrying out the rectification works as indicated in a quotation of the charges for those works from a building or renovation contractor; and

(*b*) the Purchaser's intention to cause the rectification works to be done by its own workmen, agents or contractors (or, as applicable in the circumstances set out in clause 17.4(*b*), the Purchaser's intention to procure the management corporation to cause the rectification works to be done by workmen, agents or contractors appointed by the management corporation (when formed)) if the Vendor fails to carry out those works within 14 days immediately after the date of the Second Notice.

17.3 The Purchaser's Second Notice referred to in clause 17.2 must be given to the Vendor together with a copy of the quotation of the building or renovation contractor referred to in clause 17.2(*a*).

17.4 If the Vendor, after having been duly notified under clause 17.2, fails to carry out the rectification works to make good the Defect within the specified time,

(*a*) the Purchaser has the right to cause to be carried out the rectification works:

(i) in respect of any Unit Defect; and

(ii) if the management corporation has not been formed, in respect of any Common Property Defect;

(*b*) and the management corporation is formed at any time after the Purchaser serves the Second Notice:

(i) the Vendor must forward the Second Notice to the management corporation (copying the Purchaser) promptly after the management corporation is formed, failing which the Purchaser may do so; and

(ii) the Purchaser must use its best endeavours to procure the management corporation to cause the rectification works to be carried out by workmen, agents or contractors appointed by the management corporation; and

(*c*) the Purchaser has the right to recover from the Vendor the cost of the rectification works carried out by the Purchaser pursuant to this clause 17.4, and deduct such costs from the sum held by the Singapore Academy of Law as stakeholder; and

(*d*) where rectification works in respect of Common Property Defects are carried out by the management corporation and the Vendor fails to pay the management corporation the cost of such rectification works within one month after demand, the Purchaser has the right to deduct such costs (in whole or in part) from the sum held by the Singapore Academy of Law as stakeholder. The cost of such rectification works may be apportioned (in such proportions as may be mutually agreed between the participating purchasers and the management corporation) among the sums held by the Singapore Academy of Law as stakeholder in respect of more than one purchaser of the Housing Project.

17.5 This clause does not excuse the Vendor from its obligations under clause 15.

18. Errors, omissions and misdescription

18.1 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 attached in the Fifth Schedule.

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

18.3 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 2% of the area stated in this Agreement	No reduction
(*b*) More than 2% 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 2% 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 or 5 of the Payment Schedule.

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

19. Non-compliance with Executive Condominium Housing Scheme Act 1996

19.1 Notwithstanding any other provision in this Agreement but subject to clause 19.6, the Vendor must terminate this Agreement if at any time:

(*a*) the Purchaser has contravened section 5(1) or 7(1)(*a*) of the Executive Condominium Housing Scheme Act 1996; or

(*b*) the Purchaser is not eligible or has ceased to be eligible to purchase the Unit under the Executive Condominium Housing Scheme Act 1996 and the regulations made thereunder.

19.2 To terminate this Agreement under this clause 19, the Vendor must give to the Purchaser not less than 21 days' written notice of the Vendor's intention to terminate this Agreement (referred to in this clause as the "**notice period**").

19.3 This Agreement shall be treated as terminated upon the expiry of the notice period referred to in clause 19.2 unless the Purchaser regains eligibility to purchase the Unit within the notice period.

19.4 Subject to clause 19.6, once this Agreement is terminated under this clause, the Vendor has the right to:

(*a*) where vacant possession of the Unit has been delivered to the Purchaser, re-enter upon and resume possession of the Unit and all interests therein;

(*b*) resell or otherwise dispose of the Unit as if this Agreement had not been entered into; and

(*c*) forfeit and keep an amount equivalent to 5% of the Purchase Price from the Paid Amounts.

19.5 Termination of this Agreement shall be without prejudice to any right or obligation of either party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into force or continue in force on or after such termination.

19.6 Where the Purchaser is not eligible or has ceased to be eligible to purchase the Unit because the Purchaser does not satisfy regulation 3 of the Executive Condominium Housing Scheme (Eligibility) Regulations 1996, the Vendor shall not have the rights under clause 19.4 if any of the following occur within the grace period:

(*a*) where there is only one Purchaser of the Unit, the Vendor has received:

(i) written notice from the Purchaser stating that the Purchaser is able and willing to continue with the purchase of the Unit by forming another nucleus family; and

(ii) the relevant documents required by the Vendor to process the change in the nucleus family to enable the Purchaser to continue with the purchase of the Unit.

(*b*) where there is more than one Purchaser of the Unit, the Vendor has received:

(i) written notice from one of the Purchasers that such Purchaser is able and willing to continue with the purchase of the Unit by forming another nucleus family ("**new nucleus family**");

(ii) the relevant documents required by the Vendor to process the change in the nucleus family to enable that Purchaser to continue with the purchase of the Unit; and

(iii) written notification from each of the other Purchasers that they agree that the Purchaser referred to in sub-paragraph (*b*)(i) and (ii) may continue with the purchase of the Unit under the new nucleus family.

19.7 For the purposes of clause 19.6:

"grace period" means —

(*a*) a period of 3 months after the date on which the Purchaser has given the Vendor written notification that the Purchaser is unable to continue with the purchase of the Unit because the Purchaser is not or ceases to be eligible to purchase the Unit; or

(*b*) such longer period as the Vendor may agree or as the Minister for National Development may direct;

"nucleus family" has the meaning given by the Executive Condominium Housing Scheme (Eligibility) Regulations 1996.

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

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

21. Assignment

21.1 This Agreement is personal to the Purchaser.

21.2 The Purchaser agrees not to assign this Agreement or transfer in any way any of its rights or obligations under this Agreement to any other person except in accordance with the Executive Condominium Housing Scheme Act 1996.

21.3 The Purchaser also agrees not to mortgage the Unit or any part thereof except with the prior written consent of the Vendor.

21.4 Unless the Parties agree otherwise, in respect of any transfer of the rights and obligations under this Agreement in the circumstances allowed by clause 21.2, the Purchaser shall ensure that the transferee agrees to perform this Agreement and to assume and be bound by this Agreement in every way as if the transferee were an original party to this Agreement in lieu of the Purchaser.

22. Taxes

22.1 The Purchaser must, starting on the date immediately after the date of receipt of all the documents specified under item 3 of the Payment Schedule, be responsible for payment of 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 for any period immediately after the said date.

22.2 Where any property tax and other outgoings levied in respect of the Unit, for any period up to the date of receipt of all the documents specified under item 3 of the Payment Schedule, 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.

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

22.4 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.

22.5 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% per annum above the Base Rate on the unpaid tax commencing on the day after the due date for payment until the date of actual payment.

23. Mediation

23.1 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.

23.2 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.

24. Sub-purchaser may exercise rights of Purchaser under clause 17

24.1 This clause applies where after the sale and purchase of the Unit is completed in accordance with clause 16, the Purchaser sells the Unit to a person (referred to in this clause as the "**sub-purchaser**").

24.2 If on the date of transfer of title of the Unit by the Purchaser to the sub-purchaser the Unit Defects Liability Period or the Common Property Defects Liability Period has not expired, the Vendor agrees that:

(*a*) the Vendor shall perform all its obligations under clause 17 as if the sub-purchaser is the Purchaser; and

(*b*) the sub-purchaser may exercise all rights under clause 17 as if the sub-purchaser is the Purchaser.

24.3 If the Vendor has received any notice from the Purchaser under clause 17.2 requiring the Vendor to make good any Defect and the Vendor has not made good such Defect at the date of transfer of title of the Unit by the Purchaser to the sub-purchaser, the Vendor agrees that:

(*a*) the Vendor shall perform all its obligations under clause 17 in respect of that Defect as if the sub-purchaser is the Purchaser; and

(*b*) the sub-purchaser may exercise all rights under clause 17 in respect of that Defect as if the sub-purchaser is the Purchaser.

24.4 Where any right under clause 17:

(*a*) is exercised by the Purchaser prior to the date of transfer of the title of the Unit by the Purchaser; or

(*b*) is exercised by a sub-purchaser under clause 24.2 or 24.3,

the sub-purchaser shall be entitled to the same extent as the Purchaser:

(i) to serve a notice of deductions from the Purchase Price under clause 5.4 on the stakeholder and Vendor; and

(ii) to be paid the amount of deductions under clause 5.8, including such amount of deductions notified under clause 5.4 by the Purchaser serving a notice of deductions on the stakeholder and Vendor, prior to the date of transfer of title of the Unit.

25. Potential disamenities from surrounding uses

The Purchaser acknowledges that it is aware that the Housing Project may be located in an area where non-residential land uses (such as transport, industrial and/or commercial uses) are allowed and there may be more noise, smell and/or other nuisances, as compared to a predominantly residential area.

26. Contracts (Rights of Third Parties) Act 2001

Except and to the extent provided in clause 24 [and clause O], 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.

[*Note: If the optional clause O (Early Childhood Development Centre) is inserted, the optional clause O should be expressly excluded from this clause 26 (Contracts (Rights of Third Parties) Act 2001).*]

27. Miscellaneous provisions

Note: Any of the following clauses (A to T) may, if applicable, be inserted in this Agreement and renumbered as 27A, 27B, 27C, etc., or as 27, 28, 29 etc., with the subsequent clause renumbered accordingly if:

(*a*) the condition, restriction or requirement stated therein is imposed by any Relevant Authority in the grant of permission, approval or clearance for or in relation to the carrying out of the Housing Project; and

(*b*) information on such condition, restriction or requirement is provided to the Purchaser in accordance with rule 10(4)(*a*) (read with Form 3 of the First Schedule) of the Housing Developers Rules, prior to the Vendor accepting the Booking Fee from the Purchaser for the grant of the Option.

A [6]Balconies, rooftops, reinforced concrete flat roofs, open trellises reinforced concrete ledges, planter boxes, and car parks

The Purchaser acknowledges that it is aware that:

(*a*) the balconies (if any) in the Unit cannot be converted for any other uses for any reason whatsoever unless prior written approvals of all Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained;

(*b*) no structures or uses (other than the use as approved by the Relevant Authorities) are allowed on the rooftop of the Unit or Housing Project unless prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained;

(*c*) access to all reinforced concrete flat roofs in the Housing Project is prohibited save for maintenance purposes by the Vendor or the management corporation (when formed) or in times of emergency;

(*d*) the open trellises on the roof of the Unit or Housing Project are not to be enclosed unless prior written approvals of the Relevant Authorities are first obtained;

(*e*) the areas below the open trellises on the roof of the Unit or Housing Project shall not be converted to usable space unless prior written approvals of the Relevant Authorities are first obtained;

(*f*) all reinforced concrete ledges (e.g. air-conditioner ledges) in the Unit and Housing Project must not be converted for any other uses unless prior written approvals of the Relevant Authorities are first obtained; and

(*g*) the open car parks in the Housing Project shall not be roofed over in any way unless prior written approvals of the Relevant Authorities are first obtained.

B Carparking Lots

The Purchaser acknowledges that it is aware that:

(*a*) the carparking lots in the Housing Project, regardless of whether they form part of the common property of the Housing Project or part of the Unit, are to be used solely for the purpose of carparking only and no other purposes (including the carrying out of car repair works) unless prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained;

(*b*) [1]the Range-Based Parking Provision Standards prescribed by the Land Transport Authority are applicable to the Housing Project;

(*c*) [1]the total number of [*state number*] car parking lots (excluding [state number] handicapped car park lots) is less than the total number of [*state number*] residential units in the Housing Project;

(*d*) [1]the car parking lots are part of the common property of the Housing Project; and

(*e*) [1]the car parking lots may be allotted by way of periodic balloting to be conducted by the Vendor or the management corporation (when formed). The Purchaser, or its authorised tenant, shall only be eligible to ballot and to be allotted a car park lot upon furnishing satisfactory proof of car ownership to the Vendor, its appointed managing agent or the management corporation (when formed).

The Purchaser must not raise any objection to the requirements in this clause.

C [6]Landscaped Deck/Landscaped Communal Area/Sky Terrace

The Purchaser acknowledges that it is aware that the landscaped deck/landscaped communal area/sky terrace in the Housing Project must be landscaped and kept for communal use only as shown in the plans approved under the Planning Act 1998 and must not be enclosed or converted for other uses unless the prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained.

D [6]External Staircase and Roof Terrace

The Purchaser acknowledges that it is aware that no enclosure, shelter, roof, cover or any structure whatsoever may be erected or constructed over or for any of the following within the Housing Project:

(*a*) the uncovered external staircases; and

(*b*) the open roof terraces and other roof terraces.

E [6]Roofing Over/Enclosing Private Enclosed Space, Open Terrace, Roof Garden and Balcony

The Purchaser acknowledges that it is aware that the private enclosed space(s), open terrace(s), roof garden(s) and/or balcony(ies) in the Unit (collectively known as the "**Open-Air Semi-Outdoor Spaces**") (if any) are designed and intended to be semi outdoor in nature and open to the sky and that the Purchaser shall therefore not be entitled to raise objections to the fact that the Open-Air Semi-Outdoor Space(s) (if any) is/are open to the sky, or cause or require the Open-Air Semi-Outdoor Spaces (if any) to be roofed over or enclosed on the sides in any manner or form, unless the prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained.

F Tree Planting Strips

The Purchaser acknowledges that it is aware that the tree planting strips in the Housing Project are and shall remain as part of the communal open space and cannot be fenced up and/or included as part of the Unit.

G Common Party Walls

The Purchaser acknowledges that it is aware that no openings may be made along the common party walls unless the prior written approvals of the Relevant Authorities are first obtained.

H Access

[6]Gondola supports/brackets and/or metal platforms (collectively "**gondolas**") (if any and if applicable) may be provided at the [6]external wall, planter, air-conditioner ledge, roof terrace, balcony of some of the units in the [1]Building/Housing Project for the installation of gondolas.

The Purchaser acknowledges that in respect of the Unit it must allow access to and facilitate space for the Vendor or the management corporation (when formed) in relation to the matters mentioned in this clause for the purposes of carrying out cyclical maintenance, repair, upkeep and cleaning work to the building facade of the Housing Project.

I Shared Bicycle Parking Lots

The Purchaser acknowledges and accepts that the shared bicycle parking space ("**Bicycle Parking Space**") in the Housing Project, the location of which is shown on Annexure __, has been exempted from gross floor area computation of the Housing Project and approved by the Competent Authority. The Purchaser acknowledges and accepts that the following terms and conditions have been imposed by the Competent Authority:

(*a*) the Bicycle Parking Space must not be included in any strata lot and must form part of the common property of the Housing Project unless otherwise approved by the Relevant Authorities;

(*b*) the management corporation (when formed) shall be responsible for the management, maintenance, repair and upkeep of the Bicycle Parking Space; and

(*c*) the Bicycle Parking Space must not be converted to any other uses for any reason whatsoever unless prior written approvals of the Relevant Authorities and Vendor or the management corporation (when formed) are first obtained.

J Approved Communal Planter

The Purchaser acknowledges and accepts that the part(s) of the Housing Project as shown marked on the plan(s) attached hereto as Annexure __ (the "Approved Communal Planters") have been exempted from gross floor area computation of the Housing Project and approved by the Competent Authority, subject to the following terms and conditions:

(*a*) the Approved Communal Planters must only be used for permanent planting and must not be converted to any other uses; and

(*b*) the Approved Communal Planters must not be included in any strata lot and must form part of the common property of the Housing Project unless otherwise approved by the Relevant Authorities.

K Landscape Replacement Areas

The Purchaser acknowledges and accepts that the landscaped areas of the Housing Project as shown marked on the plan(s) attached hereto as Annexure __ (the "Approved Landscape Replacement Areas") have been approved by the Competent Authority, subject to the following terms and conditions:

(*a*) the Approved Landscape Replacement Areas must be retained as landscaped areas, and be used for communal activities only;

(*b*) the Approved Landscape Replacement Areas must not be included in any strata lot and must form part of the common property of the Housing Project unless otherwise approved by the Relevant Authorities; and

(*c*) any changes to the Approved Landscape Replacement Areas resulting in an overall reduction in the total area for the Approved Landscape Replacement Areas as specified in the plan(s) attached hereto as Annexure __ or the total area for permanent planting within the Approved Landscape Replacement Areas as specified in the plan(s) attached hereto as Annexure __ will require prior approvals from the Relevant Authorities.

L For Housing Projects where the Vendor is installing the balcony screen

Balcony Screen

The Purchaser acknowledges that it is aware that the balcony screen(s) as set out in Annexure __ will be installed in the balcony of the Unit.

The Purchaser undertakes that it will not remove, replace, alter or tamper with the pre-installed balcony screen(s) in the Unit (where applicable) without the prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed).

The Purchaser undertakes that the Purchaser shall not install any balcony screen(s) in the Unit which are not included in Annexure __, unless prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained.

The Purchaser undertakes that any approved replacement or alteration to the pre-installed balcony screen(s) in the Unit shall comply with the Relevant Authorities' prescribed guidelines.

For Housing Projects where the Vendor is not installing the balcony screen

Enclosing Balcony

The Purchaser acknowledges that it is aware that the balcony(ies) (if any) in the Unit is/are not to be enclosed, either partially or in full, except with the approved balcony screens as set out in Annexure __ or such other balcony screen(s) that:

(i) comply with the Relevant Authorities' prescribed guidelines; and

(ii) are approved by the Vendor or the management corporation (when formed).

The Purchaser undertakes that the Purchaser shall not install any balcony screen(s) in the Unit which are not included in Annexure __, unless prior written approvals of the Relevant Authorities and the Vendor or the management corporation (when formed) are first obtained.

The Purchaser undertakes that any approved balcony screen(s) which are not included in Annexure __ shall comply with the Relevant Authorities' prescribed guidelines.

M Pavilion

The Purchaser acknowledges and accepts that:

(*a*) the pavilion(s) in the Housing Project as shown marked on the plan(s) attached hereto as Annexure __ which is/are exempted from gross floor area computation of the Housing Project must be used for communal activities or as part of the landscaping features; and

(*b*) access to the pavilion(s) must be from the common property of the Housing Project only.

N Prefabricated Prefinished Volumetric Construction (PPVC) Method

The Purchaser agrees that PPVC method shall be used in the construction of the units in the Housing Project and that the Unit is sold subject to the following:

(*a*) the internal dimensions of the Unit, the thickness of all walls of the Unit, and the location of any walls of the Unit which are not allowed to be hacked and/or altered (including by way of drilling) are as indicated in the Floor Plan; and

(*b*) the inspection points and access panels (if any) within the Unit have to be kept unobstructed to facilitate periodic inspections, including the 10-yearly Periodic Structural Inspection (PSI) required by the relevant authorities to ensure that the Unit and the Housing Project are properly maintained and safe for continued occupation.

The Purchaser agrees that without prejudice to this clause, the Purchaser shall not damage any embedded services or pipes in any of the walls or floors of the Unit. In this regard, the Purchaser also undertakes:

(*a*) not to hack and/or alter (including by way of drilling) any of the walls of the Unit indicated in the Floor Plan; and

(*b*) to keep inspection points and access panels (if any) within the Unit unobstructed, and to also allow access to the Unit, to facilitate periodic inspections.

O Early Childhood Development Centre

In this clause, "early childhood development centre" has the meaning given by the Early Childhood Development Centres Act 2017.

XX.1 The Purchaser agrees that:

(*a*) part of the common property located at [state location e.g. 1st storey] of the Housing Project as shown marked on the plan attached hereto as Annexure __ and comprising a gross floor area of not less than [state area e.g. 500] square metres ("**ECDC Space**") shall be used as an early childhood development centre ("**ECDC**") and the ECDC Space shall not be strata subdivided;

(*b*) the ECDC Space shall be retained as part of the common property and operated as an ECDC for a minimum of [state number of years e.g. 10] years ("**ECDC Minimum Operation Period**") from the date of the necessary licence(s) being granted by the relevant authorities to the operator appointed by the Vendor or the management corporation (when formed) ("**ECDC Operator**"), subject to the applicable provisions of the Building (Strata Management) Act 2004 ("**BSMA**"), for the operation of the ECDC in accordance with the Early Childhood Development Centres Act 2017 and the Early Childhood Development Centres Regulations 2018;

(*c*) the ECDC shall comply with the requirements and guidelines established by the Early Childhood Development Agency relating to early childhood development centres;

(*d*) the ECDC Space shall not be used for any other purpose (including pre-school learning centres providing enrichment programmes or commercial schools), without planning permission being obtained in accordance with the provisions of the Planning Act 1998 and any subsidiary legislation made thereunder;

(*e*) prior approval from the Relevant Authorities must be obtained before the ECDC Space can be converted to other communal and/or ancillary commercial uses after the expiry of the ECDC Minimum Operation Period;

(*f*) there will be [state number e.g. 10] carpark lots and [state number e.g. 2] handicap car park lot(s) provided in the Housing Project at the location as shown marked on the plan attached hereto as Annexure __ to serve the ECDC and agrees that these car park lots shall not at any time form part of the car park lots in the Housing Project for allocation to purchasers of units in the Housing Project;

(*g*) subject to the applicable provisions of the BSMA, the Vendor shall have the absolute discretion to:

(i) decide which ECDC Operator to appoint; and

(ii) negotiate the terms of the agreement(s) to be entered into between the Vendor and ECDC Operator ("**Vendor-Operator Agreements**"), for the period commencing on the date of issuance of the Temporary Occupation Permit up to the expiry of the initial period (as defined in the BSMA) ("**Initial Period**");

(*h*) all rent, licence fees and other charges paid by the ECDC Operator of such ECDC will be paid into the maintenance fund for the Housing Project after the Vendor has deducted all administrative charges (including marketing costs, marketing agent's commission and legal fees) reasonably incurred by the Vendor in this regard;

(*i*) for the duration of the Initial Period, the Vendor (exercising the powers and performing the duties of the council of the management corporation under section 23(3) of the BSMA) shall have the right, authority and mandate to continue dealing with the ECDC Operator in respect of the running of the ECDC in accordance with the terms of the Vendor-Operator Agreements;

(*j*) after the expiry of the Initial Period but provided the Vendor-Operator Agreements have expired or have been terminated in accordance with their terms, the management corporation (when formed) may decide to appoint the ECDC Operator or another operator to run the ECDC for such period or periods after the expiry of the Initial Period on such terms and conditions to be agreed between the management corporation and the ECDC Operator or such other operator (as the case may be);

(*k*) to avoid doubt, the Vendor is not obliged to engage the ECDC Operator or any operator to run the ECDC for the period commencing on the date of issuance of the Temporary Occupation Permit up to the expiry of the Initial Period; and

(*l*) in the event the Purchaser sells the Unit to a third party where the third party does not enter into a direct sale and purchase agreement with the Vendor, the Purchaser shall notify such third party of the contents of this clause XX.

XX.2 The management corporation (when formed) may enforce and rely on this clause XX as if it were a party to this Agreement.

[*Note: If this optional clause is inserted, third party rights under this optional clause must be expressly excluded in clause 26 (Contracts (Rights of Third Parties) Act 2001).*]

P Encroachments

For Housing Projects where any Encroachment is fully located on the land on which the Unit is to be built

The Purchaser accepts that the Housing Project is affected by the encroachments as described in and as shown marked on the plans attached hereto as Annexure __ ("**Encroachments**"), and the Purchaser must allow the Encroachments to remain on the land on which the Unit is to be built without any fee or charge whatsoever, until such time when the Encroachments are removed by its owner.

For Housing Projects where any Encroachment is partly located on adjacent land and extends over the land on which the Unit is to be built

The Purchaser accepts that the Housing Project is affected by the encroachments as described in and as shown marked on the plans attached hereto as Annexure __ ("**Encroachments**"), and the Purchaser must allow the Encroachments to remain on or over the land on which the Unit is to be built without any fee or charge whatsoever, until such time when the Encroachments are removed by its owner or the said adjacent land is redeveloped, whichever is earlier.

Q Visual Screening Control

The Purchaser accepts that:

(*a*) the Housing Project is subject to visual screening requirements which may be imposed by the relevant authority from time to time (the "**Visual Screening Requirements**"); and

(*b*) changes may be made to the Unit and/or the common property of the Housing Project (including the Building facade) for compliance with the Visual Screening Requirements.

To avoid doubt, such Visual Screening Requirements constitute requirements of a relevant authority referred to in clause 14.1(*a*)(ii) or 14.1(*b*)(ii).

The Purchaser need not pay for the cost of any works required to ensure compliance with the Visual Screening Requirements.

R Boundary/Fence-Free Requirement

The Purchaser accepts that:

(*a*) the Housing Project is partially[1] fenceless, and the sections of the boundary of the Housing Project that are fenceless, details of the perimeter treatment and the access control are as shown marked on the Site Plan attached hereto as Annexure __; and

(*b*) the Vendor is required to maintain any planting/landscaping that lies within the boundary line of the Housing Project, even if it is outside of the boundary wall or fencing.

[The Purchaser must use its best endeavours to procure that the management corporation (when formed) continues to maintain the planting/landscaping that lies within the boundary line of the Housing Project, even if it is outside the boundary wall or fencing.]

S Unit Air-Conditioning Ledge

XX.1 The Purchaser accepts the following:

(*a*) the air-conditioning condensing units serving the Unit (the "**Unit Air-Conditioning CUs**") are placed on the air-conditioning ledges (the "**Unit Air-Conditioning Ledges**") located at and accessible from the location as set out in Annexure __ (the "**Unit Air-Conditioning Ledge Location**"), which form part of the common property of the Housing Project;

(*b*) the Unit Air-Conditioning Ledges are not part of the strata area of the Unit and are to be used solely for the placement of the Unit Air-Conditioning CUs only, and for no other purpose whatsoever;

(*c*) the Purchaser must procure that the residents and tenants of the Unit allow the Vendor and the management corporation (when formed) (as well as their respective agents, contractors and employees) to enter the Unit at reasonable times upon reasonable notice being given to the Purchaser (except in case of emergency when no notice is required) to gain access to the Unit Air-Conditioning Ledges for the purpose of carrying out its duties under the Building (Strata Management) Act 2004;

(*d*) the Purchaser is required to keep the Unit Air-Conditioning Ledges in a clean and tidy condition and must not use the Unit Air-Conditioning Ledges for any purpose (such as storage) other than that for placement of the Unit Air-Conditioning CUs; and

(*e*) the Purchaser is solely responsible for any damage caused to any Unit Air-Conditioning Ledge or part thereof by the Purchaser or any resident or tenant of the Unit, or by any contractor engaged by the Purchaser or any resident or tenant of the Unit for the purpose of servicing any Unit Air-Conditioning CU.

XX.2 The Purchaser further agrees that:

(*a*) for the period commencing on the date of issuance of the Temporary Occupation Permit for the Housing Project until the first annual general meeting of the management corporation (when formed):

(i) the Vendor hereby grants to the Purchaser an exclusive use licence to place the Unit Air-Conditioning CUs at the Unit Air-Conditioning Ledges subject to the requirements set out in clause XX.1 (the "**Unit Air-Conditioning Ledge Conditions**"); and

(ii) the Purchaser must comply with the Unit Air-Conditioning Ledge Conditions; and

(*b*) at the first Annual General Meeting of the management corporation (when formed), the Purchaser must use its best endeavours to procure the management corporation to pass an exclusive use by-law to allow each purchaser of a unit in the Housing Project to place the air-conditioning condensing units serving such purchaser's unit at the relevant air-conditioning ledges subject to the Unit Air-Conditioning Ledge Conditions and such other conditions that the management corporation may require.

ANNEXURE [ ]

TABULATION OF UNIT AIR-CONDITIONING LEDGE LOCATION

UNIT TYPE	A/C LEDGE LOCATION
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]

T Provision of Single-lift

The Purchaser accepts that the Unit/Building is served by only one lift and is aware that in the event of lift maintenance or repairs, there will not be any lift access.

28. 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

SPECIFICATIONS OF THE BUILDING

1. Foundation

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

2. Superstructure

   State the type of materials used (e.g. reinforced concrete using Grade 30 concrete manufactured from Portland Cement complying with SS26 steel reinforcement bar complying with SS22). To also state if the Housing Project is constructed using the Prefabricated Prefinished Volumetric Construction Method[3].

3. Walls

   (*a*) External wall — State the material used; and

   (*b*) Internal wall — State the material used.

4. Roof

   (*a*) Pitched roof:

      (i) state the roof covering material used;

      (ii) state the type of insulation where provided; and

      (iii) state the type of roof truss construction and the treatment provided; or

   (*b*) Flat roof:

      State concrete roof with appropriate waterproofing and insulation where provided.

5. Ceiling

   (*a*) State the minimum height from finished floor slab to finished ceiling slab or finished false ceiling slab (as the case may be), based on the Approved Plans. If there are variations in the minimum height in the different areas of the Unit, the various minimum heights must be clearly stated; and

   (*b*) State the type and material of ceiling to be provided and location.

6. Finishes

   (*a*) Wall (Unit, common lift lobby):

(i) state the type and extent of internal finishes (e.g. full height ceramic wall tiles for kitchen and bathrooms); and

(ii) state the type of external finishes (e.g. plaster).

(*b*) Floor (Unit, common lift lobby):

(i) state the type and location of internal floor finishes (e.g. ceramic tiles for living room and parquet for bedrooms). The specific finish provided for each specific location must be stated. Where skirting is provided, the type of skirting (e.g. timber skirting) must also be stated for each specific location; and

(ii) state the type, location and extent of floor finishes of external areas. The specific finish provided for each specific location must be stated. Where skirting is provided, the type of skirting (e.g. timber skirting) must also be stated for each specific location.

[*Note:* Unless two types of floor finishes are provided at a specific location, the Vendor should not state alternative materials, e.g. "homogeneous tiles and/or ceramic tiles and/or porcelain tiles with skirting where applicable".]

7. Windows

(*a*) State the type and material of windows and location (e.g. sliding anodised aluminium framed window to living room). The specific type of window provided for each specific location must be stated; and

(*b*) State the type of glazing and minimum thickness (e.g. tinted glass).

8. Doors

(*a*) State the type and material of doors and location (e.g. plywood flush door to all bedrooms). The specific type and material of door provided for each specific location must be stated;

(*b*) State the type of glazing and minimum thickness (e.g. tinted glass);

(*c*) State the type of locks (e.g. digital lock set) to be provided.

9. Sanitary Fittings

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

If any specific brand or model of sanitary fittings is mentioned or shown in any advertisement or representation by the Vendor (including in the sales brochures or in the show units erected for the Housing Project), the Vendor is required to specify (a) the brand or model of sanitary fittings mentioned or shown in such advertisement or representation; and (b) the brand or model of sanitary fitting that will actually be provided to the Purchaser.

10. Electrical Installation

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

11. [1]TV/Cable Services/FM/Telephone/Data points

State the number of [1]TV/Cable Services/FM/Telephone/Data points.	e.g. Telephone — 5 points

12. Lightning Protection

Lightning Protection System shall be provided in accordance with Singapore Standard CP.

13. Painting

(*a*) State whether paint is oil-based or water-based;

(*b*) State whether it is internal or external.

14. Waterproofing

State the locations.

15. Driveway and Car Park

State the finishes.

16. Recreation Facilities

Where provided specify as follows:

(*a*) Swimming Pool — Specify dimensions or estimated surface area;

(*b*) Tennis Courts — Specify number provided and type of surface finishings;

(*c*) Squash Courts — Specify number provided and type of surface finishings;

(*d*) Common changing room and shower facilities[3] — Specify number provided;

(*e*) Gym — Specify dimensions or area;

(*f*) Clubhouse, function room[3] — Specify dimensions or area;

(*g*) Playground — Specify number provided;

(*h*) Barbeque pit, Barbeque area[3] — Specify number provided or area;

(*i*) Others — To specify.

17. Additional Items

Where provided specify as follows:

(*a*) Kitchen Cabinets — Specify the type of cabinets and surface finishings provided;

(*b*) Bedroom Wardrobe — Specify the type of cabinets and their materials and surface finishings provided in each bedroom;

(*c*) Air-conditioners — Specify the number and type provided and their locations.

If any specific brand or model of air-conditioners is mentioned or shown in any advertisement or representation by the Vendor (including in the sales brochures or in the show units erected for the Housing Project), the Vendor is required to specify (a) the brand or model of air-conditioners mentioned or shown in such advertisement or representation; and (b) the brand or model of air-conditioners that will actually be provided to the Purchaser.

(*d*) Appliances — Specify the type of appliances provided (e.g. dryer/washer, refrigerator).

If any specific brand or model of appliances is mentioned or shown in any advertisement or representation by the Vendor (including in the sales brochures or in the show units erected for the Housing Project), the Vendor is required to specify (a) the brand or model of appliances mentioned or shown in such advertisement or representation; and (b) the brand or model of appliances that will actually be provided to the Purchaser.

(*e*) Others — To specify, e.g. gondola supports, brackets, metal platforms.

Notes to Specifications

(Note N must be inserted if prefabricated bathroom units are provided in the Housing Project. Any of the remaining notes A to R may be inserted where applicable. Any item in notes A to R (except note N) which is not relevant to the Housing Project may be deleted.)

A 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 14.3, the tonality and pattern of the marble, limestone or granite/(other natural stone materials — please specify) selected and installed shall be subject to availability.

B 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 9 and 17.

C 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 of condensate pipes and charging of gas. The Purchaser is advised to engage its own contractor to service the air-conditioning system regularly.

D 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 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.

E Materials, Fittings, Equipment, Finishes, Installations and Appliances

Subject to clause 14.3, 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 Housing Project Qualified Person's selection and market availability.

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 Housing Project Qualified Person's final decision and design.

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 9 and 17.

H Web Portal of the Housing Project

The Purchaser must pay the annual fee, subscription fee or any such fee to the service provider of the Web Portal of the Housing Project as may be appointed by the Vendor or the management corporation (when formed).

I False Ceiling

The Vendor may provide a false ceiling to allow for the optimal function and installation of mechanical and electrical (M&E) services. Access panels are allocated for ease of maintenance access to concealed M&E equipment for regular cleaning purposes. Where removal of equipment is needed, ceiling works will be required. The location of the false ceiling is subject to the Housing Project Qualified Person's sole discretion and final design.

J Glass

Glass is manufactured material that is not 100% pure. Invisible nickel sulphide impurities may cause spontaneous glass breakage, which may occur in all glass by all manufacturers. The Purchaser is recommended to take up home insurance covering glass breakage to cover this possible event. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clauses 9 and 17.

Note: Vendors who insert this note are required to disclose the contents of this note to Purchasers before the issue of the Option to Purchase.

K Laminated Flooring

Laminated flooring is manufactured material which contains tonality differences to match natural wood finish. Thus, it is not possible to achieve total consistency of colour and grain in its selection and installation. Laminated floors are installed in modular planks and are subject to thermal expansion and contraction beyond the control of the builder and the Vendor. Notwithstanding this note, the Vendor shall remain fully responsible for the performance of its obligations under clauses 9 and 17.

L Mechanical Ventilation System

Mechanical ventilation fans and ductings are provided to toilets which are not naturally ventilated.

To ensure good working condition of the mechanical ventilation system, the mechanical ventilation system for the exhaust system within internal toilets (where applicable) is to be maintained by the Purchaser on a regular basis.

M Mechanised Carparking System

The Vendor or the management corporation (when formed) is responsible for engaging a specialist to maintain the mechanised carparking system regularly to ensure that it is in good and proper working condition.

N Prefabricated Bathroom Units

Certain bathrooms and water closets may be built using prefabricated construction methods, where all penetrations are sealed at the manufacturer's factory prior to installation on site. Any subsequent penetrations are not recommended as they will compromise the waterproofing warranty.

Note: Vendors who insert this note are required to disclose the contents of this note to Purchasers before the issue of the Option to Purchase.

O Planters

Planters are designed to take the loading of potted plants only. No soil material or turf/plants will be provided in the planters.

P Wall

All wall finishes must be terminated at false ceiling level. There must be no tiles/stone works behind the [1]kitchen cabinets/long bath/vanity cabinet/mirror.

Q Dimmable Switches with Remote Control

The [1]living/dining room and master bedroom will be provided with dimmable switches for selected lighting points, which are suitable only for incandescent and halogen bulbs up to a maximum of ___ watts [Note: please fill in accordingly]. The Purchaser will have to make its own arrangements for modification if other types of lights are used.

R Cable Services

The Vendor must endeavour to procure a service provider for cable television [1]and/or internet services (the "Cable Services") to provide the necessary cabling or connection from its network to the [3]Unit/Building and/or the Housing Project (or any part or parts thereof), so as to enable the [3]Unit/Building and/or the Housing Project to receive the Cable Services. In the event, despite reasonable efforts being made by the Vendor, the Vendor is unable to procure any service provider to provide the said cabling or connection, thereby resulting in there being no Cable Services available in the [3]Unit/Building and/or the Housing Project, the Vendor shall not be liable to the Purchaser for any compensation or for any damages, costs, fees, expenses or losses whatsoever, or howsoever incurred, by virtue of the Purchaser being unable to obtain the Cable Services in the [3]Unit/Building and/or the Housing Project.

GENERAL DESCRIPTION OF HOUSING PROJECT

Details of building specifications:

Types of residential and commercial units (if any) located in the Housing Project:

Total number of units in each class:

Description of common property:

[7]Total number of carparking spaces:

Description of carparking spaces: (Specify the type and number of parking spaces, e.g. the number of surface parking lots, basement parking lots, mechanised parking lots or handicapped lots. For mechanised parking lots, specify the maximum dimensions of the vehicles which may use the mechanised parking lots.)

Purpose of Housing Project and restrictions as to use:

THE SECOND SCHEDULE

TRANSACTION PARTICULARS

1. Purchaser:

   Name: _____

   NRIC/Passport No.: _____

   Address: _____

   Email address (as designated by the Purchaser): _____

2. Booking Fee: S$ _____

3. Purchase Price: S$ _____

4. Option to Purchase: Number: _____

   Date: _____

5. Building:

   The Building means the building known or to be known as _____ and forming part of the Housing 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 ____ forming part of the land contained in [1]Statutory Land Grant No. _____/State Lease No. _____.

6. Unit:

   Executive Condominium Unit in the Housing Project known or to be known as _____ (*address*) _____, situated on the ___ storey of the Building and having an estimated floor area of ____ square metres (including areas of balcony, air-conditioner ledge*, planter box, private enclosed space and void area wherever applicable[8] which form part of the Unit, as shown in the registered land surveyor's certificate on strata area)

   * delete if clause S is inserted.

7. Tenure of land:

   Remainder of leasehold estate of ninety-nine (99) years commencing on _____

8. Purchaser's solicitors:

   Name: _____

   Address: _____

   Email address (as designated by the Purchaser's solicitors):

   _____

9. Share value allotted to the Unit:

10. Share of maintenance charges for the common property of the Housing Project:

11. Unit Purchase Price: S$ _____ per square metre.

[9]THE THIRD 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 [10]Building or Housing Project or the common property;

(ii) maintaining, repairing or renewing the common property including but not limited to the 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 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 [10]Building or Housing 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 any part thereof except in refuse bins or in refuse chutes provided in the [10]Building or Housing 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 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;

(*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 written 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 [10]Building or any building in the Housing Project or any part of the 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 such place(s) designated by the Vendor, or carry out any major repair work to any vehicle within the [10]Building or Housing Project;

(*n*) hold any funeral service and/or wake within the [10]Building or Housing Project except in the [1]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 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 of the [10]Building or Housing Project without the prior written 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 on any balcony/window ledge which may pose a danger to any person in the [10]Building or Housing 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 [10]Building or Housing Project;

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

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

(ii) alterations or additions to any balcony of the Unit;

(iii) any work that affects the external facade of the Unit or the [10]Building; and

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

(*w*) paint any balcony or 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.

[11]THE FOURTH SCHEDULE

REBATE, REIMBURSEMENT, ALLOWANCE, DISCOUNT, PAYMENT, VOUCHER AND OTHER BENEFIT FOR PURCHASER

(To set out the nature or type, amount or value, and terms and conditions of all the rebates, reimbursements, allowances, discounts, payments, vouchers or other benefits (whether monetary or otherwise) which the Vendor agrees to give to the Purchaser for or in relation to or conditional upon the sale and purchase of the Unit.)

[12]THE FIFTH 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.]

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[1] Delete whichever is not applicable.

[2] To include the approval numbers of all building plans approved by the Commissioner of Building Control as at the date of the Option to Purchase.

[3] Delete if not applicable.

[4] Clause 4.2 may be deleted and the clause number "4.1" may be omitted if no rebate, reimbursement, allowance, discount, payment, voucher or other benefit (whether monetary or otherwise) is provided to the Purchaser.

[5] Sub-clause (*b*) may be deleted if regulation 13(2)(*ab*) of the Building Control (Buildability and Productivity) Regulations 2011 is not applicable to the Housing Project and clause 12.3 may be appropriately amended if sub-clause (*b*) is not required and deleted.

[6] Any of the facilities may be deleted if not applicable. Reference to other similar facilities may, if applicable, be inserted.

[7] Applicable if the number of carparking spaces is less than the number of units in the Housing Project.

[8] Any of the above spaces may be deleted if not applicable. Reference to other spaces forming part of the strata area of the Unit may, if applicable, be inserted.

[9] Any item in the Schedule which is not relevant to a particular project may be omitted and the other items may be renumbered accordingly.

[10] The references to "Building" may be deleted if not applicable and consequential amendments may also be made to the item.

[11] The Fourth Schedule may be deleted if no rebate, reimbursement, allowance, discount, payment, voucher or other benefit (whether monetary or otherwise) is provided to the Purchaser.

[12] The heading "Fifth Schedule" may be labelled in other manner so that it runs alphabetically or numerically with other Schedules or attachments to the Agreement. The references to this Schedule in this Agreement may also be amended accordingly."; and

(*d*) in Form 2, replace clause 13.2 with —

"*[Note: The following version of clause 13.2 must be used if the Vendor's application for planning permission for the Housing Project is made under the Planning Act 1998 before 1 June 2027. Delete if not applicable.]*

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

[Note: The following version of clause 13.2 must be used if the Vendor's application for planning permission for the Housing Project is made under the Planning Act 1998 on or after 1 June 2027. Delete if not applicable.]

13.2 The amount of the monthly maintenance charges must not exceed an amount calculated at the rate of S$_____ per share value, being the maximum rate approved by the Commissioner of Buildings for the Housing Project, or the prevailing maximum rate approved by the Commissioner of Buildings for that Housing Project from time to time.".

Transitional provision

4.—(1) If a developer of a housing project gives to an intending purchaser of a housing accommodation in the housing project before 31 December 2026 an option to purchase the housing accommodation in accordance with regulation 2(1) of the principal Regulations as in force immediately before that date —

(*a*) any option to purchase any housing accommodation in the housing project that the developer gives to any intending purchaser of the housing accommodation on or after that date must be in Form 1 set out in the Schedule to the principal Regulations as in force immediately before that date, as if regulation 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 housing accommodation in the housing project must be in Form 2 set out in the Schedule to the principal Regulations as in force immediately before that date, as if regulation 3(*c*) had not been made.

(2) In this regulation, "housing project" means any land on which construction work is being or has been carried out with a view to building housing accommodation under the executive condominium scheme.

Made on 29 October 2026.

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

[AG/LEGIS/SL/99A/2025/1]