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GOVERNMENT GAZETTE

ACTS SUPPLEMENT

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The following Act was passed by Parliament on 5 April 2021 and assented to by the President on 16 April 2021:—

REPUBLIC OF SINGAPORE

No. 9 of 2021.

I assent.



HALIMAH YACOB,
President.
16 April 2021.

An Act to amend the COVID-19 (Temporary Measures) Act 2020.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

Short title and commencement

1.—(1) This Act is the COVID-19 (Temporary Measures) (Amendment No. 2) Act 2021.

(2) Section 2 comes into operation on 19 April 2021.

(3) Sections 3 to 9 come into operation on a date that the Minister appoints by notification in the *Gazette*.

Amendment of section 1

2. Section 1 of the COVID-19 (Temporary Measures) Act 2020 (called in this Act the principal Act) is amended by deleting subsection (2) and substituting the following subsections:

“(2) Part 3 continues in force for a period of one year beginning on the date of its commencement.

(2A) Parts 1 (except section 2) and 2 remain in force until the end of 19 April 2022.”.

Amendment of section 39I

3. Section 39I of the principal Act is amended by deleting subsection (3) and substituting the following subsection:

“(3) Despite subsection (2), the original delivery date may be extended for a period exceeding 122 days in accordance with subsections (4) and (5), but only after the developer has extended the original delivery date by a total period of 122 days under subsection (1).”.

Repeal and re-enactment of section 39K

4. Section 39K of the principal Act is repealed and the following section substituted therefor:

“Reimbursement by developer for costs of purchaser in extension period

39K.—(1) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(1) one or more times, the developer —

- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to those extensions, up to the prescribed amount; and
- (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for the extension or extensions, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the original delivery date.

(2) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(3), the developer —

- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to that extension, up to the prescribed amount; and
- (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for that extension, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the delivery date as extended under section 39I(1).

(3) The purchaser claiming reimbursement from the developer of the qualifying costs incurred by the purchaser, as permitted under subsection (1)(a) or (2)(a), must do so —

- (a) in the prescribed form and manner; and
- (b) within the prescribed time.

(4) A claim mentioned in subsection (3) must be accompanied by such information or document as may be prescribed.

(5) Where the purchaser makes a claim mentioned in subsection (3), the purchaser may, after the prescribed time —

- (a) set off, against any instalment or other payment payable by the purchaser to the developer under the affected agreement, the amount that the developer must pay to the purchaser in respect of the claim

(to the extent that the developer has not paid such amount), being —

- (i) where no application mentioned in section 39L(1)(b) is made in respect of the claim within the prescribed time mentioned in section 39N(1) — the amount claimed by the purchaser;
 - (ii) where an assessor makes a determination on an application mentioned in section 39L(1)(b) for the amount of reimbursement that the purchaser is entitled to claim from the developer under this section — the amount so determined by the assessor; or
 - (iii) where the purchaser and developer agree on the amount of reimbursement that the developer will pay the purchaser — the amount so agreed between the purchaser and developer; and
- (b) take any action to recover from the developer, as a debt due to the purchaser, the amount in paragraph (a) that the developer must pay to the purchaser (to the extent that the developer has not paid that amount, and less any set-off effected by the purchaser under that paragraph).

(6) Section 39J does not apply to the taking of any action under subsection (5), in relation to a claim by a purchaser pursuant to subsection (1).

(7) For the purposes of this section —

- (a) different amounts may be prescribed for subsections (1)(a) and (2)(a) for different extensions of the delivery date under section 39I(1) or (3);
- (b) different forms and manners and different times may be prescribed in subsection (3) for different claims;

- (c) different information and documents may be prescribed in subsection (4) for different claims; and
- (d) different times may be prescribed in subsection (5) for different circumstances under which a set-off may be effected or an action to recover an amount may be taken.”.

New section 39LA

5. The principal Act is amended by inserting, immediately after section 39L, the following section:

“Extension of time

39LA.—(1) The Registrar of assessors may —

- (a) on his or her own initiative; or
- (b) on an application submitted to the Registrar of assessors by a developer or purchaser,

and on such terms as the Registrar of assessors thinks just, extend, or further extend, in a particular case, the period within which a person is required under this Part to do anything, except that the total period of all extensions must not exceed the prescribed period.

(2) The Registrar of assessors may extend, or further extend, the period mentioned in subsection (1) even though the period has expired, but only if the extension or the application for the extension (as the case may be) is made within the prescribed period.

(3) For the purposes of subsections (1) and (2), different periods may be prescribed for different time periods sought to be extended under this Part and in different circumstances.”.

Repeal and re-enactment of section 39M

6. Section 39M of the principal Act is repealed and the following section substituted therefor: