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# GOVERNMENT GAZETTE

## BILLS SUPPLEMENT

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**Notification No. B 10** — The COVID-19 (Temporary Measures) (Amendment No. 2) Bill is published for general information. It was introduced in Parliament on 5 April 2021.



# **COVID-19 (Temporary Measures) (Amendment No. 2) Bill**

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**Bill No. 10/2021 [Urgent Bill].**

*Read the first time on 5 April 2021 and, under Standing Order 86, proceeded with throughout all its stages and read the third time on the same day.*

A BILL

*i n t i t u l e d*

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.

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

### **Amendment of section 1**

10 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**

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

20 “(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**

25 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 Section 39K of the principal Act is repealed and the following section substituted therefor: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**

30 **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.

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

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(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

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(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).

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(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

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(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 —

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(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