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HOUSING DEVELOPERS (CONTROL AND LICENSING) ACT (CHAPTER 130)

HOUSING DEVELOPERS (AMENDMENT NO. 2) RULES 2016

In exercise of the powers conferred by section 22 of the Housing Developers (Control and Licensing) Act, the Minister for National Development makes the following Rules:

Citation and commencement

1. These Rules are the Housing Developers (Amendment No. 2) Rules 2016 and come into operation on 1 August 2016.

Amendment of First Schedule

2. The First Schedule to the Housing Developers Rules (R 1) is amended by deleting Forms 4 and 5 and substituting the following Forms:

“FORM 4

Rules 12(1) and (3) and 15(3)

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 Fourth Schedule on
_____.

1. General*1.1 Definitions*

1.1.1 In this Agreement —

“Agreement” means this Agreement entered into between the Vendor and the Purchaser for the sale and purchase of the Property;

“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” means the average of the prevailing prime lending rates of DBS Bank Ltd, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited, per annum rounded downwards to the nearest one-eighth of 1%;

“Booking Fee” means the booking fee of such amount as set out in item 2 of the Fourth Schedule that is paid as consideration for the grant of the Option to purchase the Property referred to in item 4 of the same Schedule;

“Building” means the Building as described in item 6 of the Fourth Schedule;

“Certificate of Statutory Completion” or “CSC” means the Certificate of Statutory Completion issued by the Commissioner of Building Control under the Building Control Act (Cap. 29);

“certified copy”, in relation to CSC or TOP in respect of the Building, means a copy of such CSC or TOP, as the case may be, as confirmed in writing by the qualified person engaged by the Vendor for the Housing Estate to have been issued by the Commissioner of Building Control under the Building Control Act in respect of the Building;

“Commissioner of Building Control” means the Commissioner of Building Control appointed under the Building Control Act;

“Competent Authority” means the competent authority appointed under the Planning Act (Cap. 232);

“Completion Date” means the date on which completion of the sale and purchase of the Property takes place in accordance with clause 16;

“Controller of Housing” means the Controller of Housing appointed under the Housing Developers (Control and Licensing) Act (Cap. 130);

“defect” means any fault in the Building which is due either to —

- (a) defective workmanship or materials; or
- (b) the Building not having been constructed according to the Specifications;

“Final Payment Date” means a date which is 12 months after —

- (a) the date the Vendor actually delivers vacant possession of the Property to the Purchaser; or
- (b) the 15th day after the Purchaser receives the documents specified under item 3 of the Payment Schedule,

whichever is the earlier;

“Homeowner User Manual” means a manual containing information described in the Code of Practice on Buildability issued by the Building and Construction Authority in relation to a prefabricated bathroom unit;

(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 Estate.)

“Housing Estate” means the housing estate known or to be known as _____ and ¹built/being built/to be built by the Vendor under approved Building Plan BP No. _____;

(Note: To include the number(s) of all building plan(s) approved as at the date of the Option to Purchase.)

“Notice of Vacant Possession” means a notice by the Vendor to the Purchaser under clause 13.3 given upon delivery of vacant possession of the Property to the Purchaser;

“Notice to Complete” means a notice by the Vendor to the Purchaser under clause 16.1 to complete the sale and purchase of the Property;

“Payment Schedule” means the Payment Schedule set out in clause 5.1;

“Purchase Price” means the purchase price for the Property as set out in item 3 of the Fourth Schedule;

“qualified person” has the same meaning as in the Building Control Act and refers to a qualified person engaged by the Vendor for the Housing Estate;

“Singapore Academy of Law” or “SAL” means the Singapore Academy of Law established under the Singapore Academy of Law Act (Cap. 294A);

“Specifications” means the specifications set out in the Second Schedule;

¹ Delete whichever is inapplicable.

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

“the Option” means the Option to purchase the Property referred to in item 4 of the Fourth Schedule;

“the Property” means the Property as described in item 5 of the Fourth Schedule;

“the Purchaser’s solicitors” means the solicitors named in item 7 of the Fourth Schedule or such other solicitors as may be notified in writing by the Purchaser to the Vendor;

“the Vendor’s solicitors” means (*name and address of person or firm*) or such other solicitors as may be notified in writing by the Vendor to the Purchaser;

“Unit Purchase Price” means the unit price for each square metre of the area of the Property as set out in item 8 of the Fourth Schedule;

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

“working day” means any day other than a Saturday, Sunday or public holiday.

- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Words importing one gender shall include the other gender.
- 1.1.4 Any reference in this Agreement to any written law shall be a reference to the written law as it applies at the date of this Agreement.
- 1.1.5 If the Vendor or the Purchaser comprises more than one party, the obligations of the Vendor or the Purchaser, as the case may be, under this Agreement can be enforced against all the parties jointly or against all or any of the parties individually.
- 1.1.6 If any amount is due for payment on a particular day, such amount shall be paid on or before 5 p.m. on that day.