

## **IMPORTANT NOTES ON OPTION TO PURCHASE**

***Sellers and buyers of resale HDB flats are advised to read these notes and the clauses of the Option to Purchase before completing the form and entering into a contract for the sale and purchase of the flat.***

### **1. Intent to Sell/Buy**

All resale applications are processed via the HDB Resale Portal, which is accessible on the HDB InfoWEB ([www.hdb.gov.sg](http://www.hdb.gov.sg)). The HDB Resale Portal integrates all the eligibility checks, provide the essential information to the sellers and buyers, and guide them through the process for the sale or purchase of the flat.

Sellers must register an Intent to Sell in the HDB Resale Portal at least 7 days before granting an Option to Purchase to the buyers.

Buyers must register an Intent to Buy before being granted an Option to Purchase by the sellers.

The resale application for the sale and purchase of the flat will not be accepted by HDB if the sellers and buyers do not register their Intent to Sell/Buy or the timelines for registering their Intent to Sell/Buy are not adhered to.

### **2. HDB prescribed Option to Purchase**

Sellers and buyers of resale flats must use the HDB prescribed Option to Purchase (OTP) as the form of contract in resale transactions. No party is allowed to enter into any other agreement pertaining to the sale and purchase of the flat as it is null and void pursuant to the Housing and Development Act.

### **3. Option to Purchase Form**

The current prescribed OTP form (effective 1 January 2018) shall be downloaded from the HDB InfoWEB. No amendments may be made to the prescribed form. Amendments include (but are not limited to) deletions, insertions or altering any provision in the prescribed OTP form.

### **4. Option Fee, Deposit and Option Period**

These are the prescribed Option Fee, Deposit and Option Period:

**Option Fee** - An amount not exceeding \$1,000

**Deposit** - An amount not exceeding \$5,000  
(Option Fee + Option Exercise Fee = Deposit)

**Option Period** - 21 calendar days (including Sat/Sun & public holidays) after the Option Date.  
[E.g. If the seller grants an Option to the buyer on 1 January 2021 (Friday), the Option will expire on 22 January 2021 (Friday). The Option expiry time is standardised at 4pm.]

Sellers and buyers must state an amount for the Option Fee and Option Exercise Fee. Neither fee can be \$0. This is to ensure that there is a valid Option or contract. The Option Fee and Option Exercise Fee will form the Deposit for the purchase of the flat.

### **5. Sellers must meet Minimum Occupation Period before granting the OTP (Clause 3 of OTP)**

Sellers must meet the minimum occupation period for the flat before granting the OTP, otherwise the OTP entered into will be null and void. Besides the HDB Resale Portal, sellers can check their eligibility to sell at [www.hdb.gov.sg](http://www.hdb.gov.sg)>e-Services>Selling your flat>Request for Confirmation of Eligibility to Sell Your HDB Flat.

## 6. Housing Loan

Buyers who are eligible for and intend to obtain an HDB housing loan must have a valid HDB Loan Eligibility Letter when the sellers grant them the OTP. The HDB Loan Eligibility Letter is valid for 6 months from the date of issue.

Buyers who are taking a bank loan must have a valid Letter of Offer from a bank/financial institution when they exercise the OTP.

Buyers who are not taking any housing loan are not required to obtain an HDB Loan Eligibility letter from HDB or a Letter of Offer from a bank/financial institution but will have to indicate that they are financing the flat purchase fully with their CPF savings and/or cash when they submit the resale application to HDB.

## 7. Declared Resale Price

Sellers and buyers must declare to HDB the true resale price of the flat. They must not enter into any supplementary or other agreements or arrangements that may cause the resale price as declared to be inflated or understated.

## 8. Value of Flat (Clause 4 of OTP)

Buyers who are using their CPF moneys and/or taking up a housing loan to finance their flat purchase, will need to submit a request to HDB ("Request for Value") to determine the value of the flat which forms the basis for their housing loan and CPF usage.

The Request for Value may only be submitted by the buyers who have been granted an OTP by the sellers.

The buyers (or their salesperson) must submit to HDB the Request for Value, together with a scanned copy of page 1 of the OTP, by the next working day after the Option Date.

If a valuation of the flat is required by HDB, the flat owners (sellers) must allow the assigned valuer to inspect the flat within 3 working days of being informed by HDB of the assigned valuer.

HDB will inform the buyers via email once the value of the flat is available in the HDB Resale Portal, which will typically be within 10 working days.

## 9. Procedure in granting and exercising the Option to Purchase

The procedure for entering into a binding contract for a resale transaction is as follows:

### a. Sellers grant the OTP

The sellers grant an OTP to the buyers to purchase the flat at the agreed resale price and for an **Option Period** of 21 days during which the sellers cannot sell the flat or make an offer to other buyers. The OTP must be signed by all the sellers (*on page 8 of the OTP*) before it is granted to the buyers. If the buyers are getting an HDB housing loan, the sellers must check that the buyers have a valid HDB Loan Eligibility Letter before granting them the OTP.

### b. Buyers pay the Option Fee

In exchange, the buyers pay an **Option Fee** (preferably in a cheque) to the sellers. The buyers have up to 21 days to exercise the OTP. During that period, the buyers can apply for a bank's Letter of Offer (if they are getting a bank loan) or make other arrangements/enquiries relating to the purchase.

### c. Buyers exercise the OTP

If the buyers decide to purchase the flat, the buyers must exercise the OTP within the Option Period. To exercise the OTP, the buyers must do the following:

- (i) **sign** the **Acceptance** portion in page 8 of the OTP (if the buyers are getting a bank loan, the buyers must ensure that the date of issue of the bank's Letter of Offer is before the date of Acceptance),
- (ii) **deliver** the signed OTP to the Sellers\*, and
- (iii) **pay** a sum called the **Option Exercise Fee** to the Sellers.

The Acceptance must be signed by all the buyers. For record purposes, the buyers are advised to obtain a signed acknowledgement from the sellers on the buyer's copy of the Acceptance, stating the date and time of exercise of the Option.

Upon exercise of the OTP, the sellers and the buyers enter into a binding contract for the sale and purchase of the flat.

\*The sellers can appoint another person or a firm (e.g. solicitor's firm or estate agent) to receive the signed OTP and the Option Exercise Fee by completing the Authorisation Form (Form A) provided in the OTP. The appointed person or firm should be easily contactable. If the authorised party is a salesperson of an estate agent or a solicitor/solicitor's firm, it is advisable that the payment of the Option Exercise Fee be made in a cheque payable to the sellers, as salespersons and solicitors are not allowed to receive cash for their clients or hold their client's money.

The buyers are advised not to wait till the last hour to exercise the OTP as the OTP will expire if the buyers for any reason fail to exercise the OTP within the Option Period. If the buyers decide not to proceed with the purchase, they can let the OTP expire and lose only the Option Fee.

#### **10. Witness for Signature**

A witness to the signing of the OTP can serve as proof that a contract has been entered into. Sellers and buyers can get their salesperson (if they have engaged one) or anyone above the age of 21 to witness their signatures. The witness need not be present for the HDB appointment.

#### **11. English version to be signed by parties**

Sellers and buyers must ensure that they sign only on the English version of the OTP. HDB will only accept the English version of the OTP.

#### **12. Inventory List (Clause 10.2 of OTP)**

An inventory list (optional) on movable property, fittings and other items (e.g. furniture or other movable items) may be completed and signed by the sellers and buyers. The prescribed form is available in the Schedule attached to the OTP.

#### **13. Liability of Payment for Upgrading Cost (Clause 11 of OTP)**

For flats under HDB's Upgrading Programmes, whoever is the flat owner as at the date of billing has to pay the upgrading cost.

- If the date of billing is before completion of the resale transaction, the seller has to pay the upgrading cost.
- If the date of billing is after completion of the resale transaction, the buyer has to pay the upgrading cost.

Sellers and buyers may check the schedule of billing dates for the completed precincts at the respective HDB Branch or at [www.hdb.gov.sg](http://www.hdb.gov.sg) under Home>Living in HDB Flats>Upgrading Programmes.

#### **14. Submission of Resale Application and Completion Date (Clauses 12 and 13 of OTP)**

Sellers and buyers are to mutually agree on when to submit their portion of the resale application to HDB and ensure that the complete resale application is submitted within the timeframe they have agreed.

The completion date will be within 8 weeks from the date of HDB's acceptance of the resale application, unless extended by HDB. As this is the earliest possible date to complete the transaction, HDB will not be able to accede to any request to advance the completion date. Any request to extend the completion date can be considered, subject to the request being made jointly by the sellers and buyers.

#### **15. Sellers' and Buyers' Obligations (Clauses 14 and 15 of OTP)**

Sellers and buyers are to keep to the timelines to endorse the resale documents, make the necessary payments, and fulfil the conditions of the resale approval, as requested by HDB. Any delay in complying with the timelines for the endorsement or payment, or in fulfilling the approval conditions may result in the resale completion being postponed or the cancellation of the resale application.

The postponement of the resale completion or cancellation of the resale application shall not in any way prejudice the rights of the sellers or buyers to take such action (if any) as they may deem fit pursuant to the contract for sale and purchase as evidenced by the Option to Purchase, including but not limited to any late completion interest. HDB shall not be responsible or liable to any party for any action, proceeding, claim, demand, liability, loss, charge, damage, cost and/or expense which may be brought against, become payable by and/or incurred by any party arising from or in relation to the postponement or cancellation (as the case may be).

## 16. No Supplemental Agreement

Sellers and buyers must not enter into any other agreement or supplemental agreement relating to the sale and purchase of the flat. They must also not make any arrangement or promises or enter into any agreement for the:

- a. payment of any further sums of money while waiting for the completion of the resale of the flat; or
- b. purchase or disposal of the flat with any other person.

## 17. Advice for Sellers and Buyers

### Sellers must:

- a. Ensure that they are eligible to sell their flat in the open market, e.g. they must have met the minimum occupation period and their buyers can comply with the Ethnic Integration Policy and Singapore Permanent Resident Quota Policy when submitting the resale application.
- b. Calculate the estimated proceeds they will get from the sale. Take note that:
  - (i) If the resale price is not enough to settle the outstanding loan in full, the sellers will have to pay the shortfall in the loan amount in cash before the resale transaction can proceed.
  - (ii) If the resale price can cover the outstanding loan in full but is not enough for the full refund of the sellers' CPF moneys, the cash deposit received by the sellers will have to be used for refund to their CPF account(s).
- c. Settle any outstanding upgrading cost in full before the resale transaction can complete. For flats undergoing resale, CPF members are not allowed to withdraw their CPF savings to pay for the outstanding upgrading cost. The amount will be deducted from the cash proceeds, if any.
- d. Plan for their next housing before selling their flat. Please note that ex-HDB flat owners are not eligible to apply for a rental flat from HDB immediately after selling their flat. HDB rental flats are meant for low-income citizen households who cannot afford to buy flats and have no other housing options.

### Buyers must:

- a. Ensure that -
  - i. They can buy a resale flat under one of the eligibility schemes and that they comply with the Ethnic Integration Policy and Singapore Permanent Resident (SPR) Quota Policy when submitting the resale application.
  - ii. They have sufficient funds (CPF/cash/housing loan) to buy a flat. Take note that there are restrictions on the use of CPF moneys and obtaining an HDB loan if buyers are buying a flat where the age of the youngest buyer and the remaining lease of the flat is less than 95 years. Banks/financial institutions also take this into account when granting home loans. Buyers must do their financial planning and buy a flat which they can afford.
- b. Consider carefully before they and their parent/child buy a flat together. If subsequently, one owner wishes to relinquish his/her interest in the flat, the remaining owner(s) will need to meet an eligibility scheme and has the financial means to complete the following in order to retain the flat:
  - (i) discharge the outstanding mortgage loan (if any),
  - (ii) pay cash consideration (if any) to the outgoing owner,
  - (iii) refund the CPF monies used (including accrued interest) to the outgoing owner; and
  - (iv) pay the fees involved in the transaction.
- c. Check if they are eligible for an HDB housing loan, or if they would need a housing loan from a bank/financial institution to finance their flat purchase. If buyers are getting a housing loan, they should find out the loan amount they can get by obtaining an HDB Loan Eligibility Letter or a bank's Letter of Offer before they commit to the purchase (see Note 9), as credit assessment will be carried out.

d. Take note that -

- i. SPR households may only buy a flat after they have obtained their SPR status for at least 3 years.
- ii. Owners and ex-owners of private residential properties locally or overseas are required to wait out a period of 15 months after the disposal of their properties before they are eligible to buy a resale flat without a CPF housing grant. The wait-out period if they are first-timers and wish to apply for the CPF Housing Grant and Enhanced CPF Housing Grant remains at 30 months.

The 15-month wait-out period will not apply to seniors (and their spouses) aged 55 and above (at the point of resale flat application) who are moving from their private housing to a 4-room or smaller resale flat.

- iii. Design, Build and Sell Scheme (DBSS) flats are HDB flats which were designed, built and sold by private developers under Part IVB of the Housing and Development Act. Any reference to an HDB flat shall include a DBSS flat. Each DBSS development is characterised by its own distinctive external features. To maintain the aesthetic appearance of each development and to be in line with URA's Gross Floor Area (GFA) Incentive Scheme, specific renovation restrictions apply to DBSS flats. This may include renovation restrictions that apply to the balcony, air-conditioner ledge, planter boxes and service yard.

Buyers must check the HDB InfoWEB ([www.hdb.gov.sg](http://www.hdb.gov.sg)) for all the renovation guidelines and restrictions that apply to DBSS flats, including but not limited to the type of renovations they can or cannot do at/to the balcony, air-conditioner ledge, planter boxes, bay window and service yard, before they exercise the OTP. Once the OTP is exercised, the buyers are deemed to have read and understood all the applicable renovation guidelines and restrictions and shall be bound by all the renovation restrictions applicable to the DBSS flat. HDB reserves the right to amend the applicable renovation restrictions in line with the prevailing policies of HDB and the relevant authorities without prior notice.

#### **Giving False Information**

It is an offence under the Housing & Development Act 1959 for any person to give false information relating to the buying or selling of an HDB flat. Any person who gives false information shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months or to both.

HDB also reserves the right to debar any person who makes a false statement from buying a flat<sup>^</sup>, taking over ownership of a flat<sup>^</sup> by way of transfer, being included as an essential occupier of a flat<sup>^</sup> or taking up an HDB housing loan for a period of 5 years from the date of cancellation of the resale application or the date of approval to compulsorily acquire the flat. Any existing application registered in the HDB's rental waiting list will also be cancelled.

(<sup>^</sup>includes a unit under the Executive Condominium Housing Scheme)

**OPTION TO PURCHASE**

Option Date : \_\_\_\_\_

Flat address : \_\_\_\_\_ ("Flat")

**1. Details**

<b>Purchase Price</b>	\$ _____	("Purchase Price")
<b>Option Fee</b> (Up to a maximum of \$1,000)	\$ _____	("Option Fee")
<b>Option Expiry Date and Time</b> (Date: State 21 <sup>st</sup> calendar day after the Option Date)	On _____ (dd/mm/yy) at 4:00 p.m.	("Option Expiry")

	<b>Name</b>	<b>NRIC Number</b>
<b>Seller</b>	(1)	
	(2)	
	(3)	
	(4)	
<b>Buyer</b>	(1)	
	(2)	
	(3)	
	(4)	

**2. Option to Purchase**

2.1 The Seller has received the Option Fee from the Buyer.

2.2 In consideration of the Option Fee, the Seller grants to the Buyer the option to buy the Flat upon the terms set out in this Option to Purchase ("Option").

Serial Number : 2210010099

**3. Confirmation by Seller**

- 3.1 The Seller confirms that as at the Option Date, he has either -
- (a) satisfied the minimum occupation period determined by the HDB; or
  - (b) not satisfied the minimum occupation period but has obtained the HDB's prior written consent for the sale of the Flat.
- 3.2 If the Seller has not met the requirement in Clause 3.1, this Option will be null and void. The Seller will return to the Buyer any moneys paid by the Buyer to the Seller, whether or not the Buyer has exercised this Option. The Buyer may pursue any other claim he may have against the Seller.

**4. Request for Value of Flat**

- 4.1 Where the Buyer intends to finance the purchase of the Flat using his CPF moneys or a housing loan or both, the Buyer must, by the next working day after the Option Date, submit to the HDB -
- (a) a request ("Request"), in the form and manner required by the HDB, to determine the value of the Flat for the purposes of financing the purchase of the Flat, and
  - (b) a copy of this Option.
- 4.2 The Seller consents to the Buyer submitting the Request to the HDB.
- 4.3 If the HDB assigns a valuer ("assigned valuer"), the Seller must within 3 working days after the HDB notifies the Seller of the assigned valuer, allow the assigned valuer to enter the Flat at any time in the day to conduct a valuation of the Flat.

**4A. Authorisation to disclose CPF accounts information to HDB**

- 4A.1 The Seller and the Buyer agree and authorise the Central Provident Fund ("CPF") Board to disclose to the HDB such information in the CPF accounts of the Seller and the Buyer for the purposes of the sale and purchase of the Flat.

**5. Expiry of Option**

This Option will expire on the Option Expiry. If the Buyer does not exercise this Option in the manner set out below, this Option will be null and void.

**6. Exercise of Option by Buyer**

- 6.1 To exercise this Option, the Buyer must do all of the following on or before the Option Expiry:
- (a) sign the "Acceptance" in this Option;
  - (b) deliver the signed Option (original copy) to the Seller\*; and
  - (c) pay the Seller \$ \_\_\_\_\_ ("Option Exercise Fee").

**The Option Fee and the Option Exercise Fee together ("the Deposit") must not exceed 5,000.**

*\*If the Seller wishes to authorise another party to receive the signed Option and Option Exercise Fee, he must complete Form A in this Option.*

- 6.2 This Option and the Acceptance signed by the Buyer will form a binding contract for the sale and purchase of the Flat. The Deposit will form part of the Purchase Price to secure the performance of the terms and conditions in this Option and completion of the sale and purchase.

**7. Non-Exercise of Option**

If the Buyer does not exercise this Option in the manner stated in this Option, and provided the Seller has met the requirement in Clause 3.1 -

- (a) the Seller is entitled to retain the Option Fee; and
- (b) neither party will have any claim against the other.

**8. Buyer not to assign this Option**

The Buyer must not assign or transfer his rights or obligations under this Option to any other person.

**Terms and Conditions for Sale and Purchase**

**9. General**

9.1 In this Option -

"Completion Date" means the date on which completion of the sale and purchase of the Flat is to take place in accordance with Clause 13;

"CPF" means the Central Provident Fund established under the Central Provident Fund Act (Cap. 36);

"CPF Board" means the Central Provident Fund Board established under the Central Provident Fund Act;

"HDB" means the Housing and Development Board established under the Housing and Development Act (Cap. 129);

"Law Society Conditions" means the conditions of sale known as "The Law Society of Singapore's Conditions of Sale 2012";

"Seller" and "Buyer" include the Seller's and Buyer's personal representatives, successors-in-title and assigns;

"working day" means any day from Monday to Friday which is not a public holiday.

9.2 Words expressing the singular include the plural and vice versa.

9.3 Words referring to the male gender include the female gender.

9.4 If there is more than one Seller or more than one Buyer, their obligations under this Option can be enforced against them all jointly or against each of them individually.

**10. Agreement for sale and purchase**

10.1 The Seller sells to the Buyer, free from all encumbrances, the remaining leasehold interest in the Flat at the Purchase Price.

\*10.2 The sale includes the movable property, fittings and other items ("Movable Property") in the Flat as listed in the Schedule attached to this Option and signed by the parties. The Seller warrants that the Movable Property is his own property free from any rental agreement, hire purchase agreement or other third party interest.

*\*Delete if not applicable.*

10.3 The Flat is sold subject to -

- (a) the Housing and Development Act (Cap. 129) and any rules made under the Act;
- (b) the terms and conditions of sale and purchase of an HDB resale flat as prescribed by the HDB from time to time;
- (c) the policies of the HDB in force from time to time;
- (d) the terms and conditions of this Option;
- (e) the conditions in the Law Society Conditions (except for Conditions 3, 6, 7.1, 7.4, 7.5, 9.3, 9.6, 10.2, 12 and 15.5) which -
  - (i) apply to a sale by private contract; and
  - (ii) are not varied by or inconsistent with the terms and conditions in this Option; and
- (f) the terms, covenants and conditions in the Agreement for Lease, Lease and Memorandum of Lease including any variation or supplement of such documents.



**11. Liability for upgrading works**

- 11.1 The Flat is sold subject to the HDB's upgrading programmes.
- 11.2 The parties are aware that under section 65F of the Housing and Development Act, the owner of the Flat, as at the date of the HDB's written demand, is liable to pay to the HDB the costs of any upgrading works that are payable by the owner to the HDB under Part IVA of that Act.
- 11.3 Once the sale and purchase of the Flat is completed, the Buyer is regarded as the owner of the Flat.

**12. Application for HDB's approval**

The Seller and Buyer will within \_\_\_\_\_ calendar days after the date of exercise of this Option apply to the HDB for its approval for the sale and purchase of the Flat.

**13. Completion Date**

Unless extended by the HDB, the Completion Date will be within 8 weeks after the date of the HDB's acceptance of the resale application submitted by both the Seller and Buyer.

**14. Seller's obligations**

- 14.1 The Seller must, within a time period (which must not be less than 2 working days) after the request of the HDB or the Buyer's solicitor, -
- (a) produce such documents;
  - (b) endorse such documents;
  - (c) make such declarations; or
  - (d) provide such information,
- to the HDB or the Buyer's solicitor, as may be required to obtain the HDB's approval for the sale of the Flat.
- 14.2 The Seller must allow the HDB, or any of its authorised officers, to enter the Flat at any time in the day to check for unauthorised works or for such other purposes as may be required by the HDB.
- 14.3 The Seller must carry out such acts and sign such documents as the HDB or the Buyer's solicitor may direct to discharge any existing mortgage, charge, third party caveat or other encumbrance with respect to the Flat on or before completion.
- 14.4 The Seller must at his own cost before the Completion Date -
- (a) take down and remove all fixtures, fittings, structures or works done within the Flat not approved by the HDB;
  - (b) repair and make good any resulting defects in the Flat; and
  - (c) remove and dispose of all resulting surplus or waste materials from the Flat.
- 14.5 The Seller agrees to take such steps as the Buyer may reasonably request to help the Buyer obtain the HDB's approval for the purchase of the Flat.
- 14.6 If the sale proceeds are insufficient to -
- (a) refund any CPF moneys used by the Seller for the Flat together with accrued interest;
  - (b) discharge in full any housing loan granted to the Seller by the HDB; or
  - (c) repay any moneys owing by the Seller to the HDB,
- the Seller must make such payments to the HDB, if the HDB so requires.

**15. Buyer's obligations**

- 15.1 The Buyer must, within a time period (which must not be less than 2 working days) after the request of the HDB or the Seller's solicitor -
- (a) produce such documents;
  - (b) endorse such documents;
  - (c) make such declarations; or
  - (d) provide such information,
- to the HDB or the Seller's solicitor, as may be required to obtain the HDB's approval for the purchase of the Flat.
- 15.2 The Buyer agrees to take such steps as the Seller may reasonably request to help the Seller obtain the HDB's approval for the sale of the Flat.

**16. Non-approval of sale and purchase**

- 16.1 If the HDB's approval for the sale and purchase of the Flat is not obtained or is revoked before the Completion Date and it is not due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements -
- (a) the sale and purchase will be cancelled;
  - (b) this Option will be rescinded and become null and void and of no further effect;
  - (c) the Seller will immediately, without demand, refund to the Buyer the Option Fee, Option Exercise Fee and any other moneys paid by the Buyer to the Seller, without any interest or deduction;
  - (d) each party will bear his own costs in the matter; and
  - (e) neither party will have any other claim against the other.
- 16.2 If the HDB's approval for the sale and purchase of the Flat is not obtained or is revoked before the Completion Date and it is due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements, the other party will be entitled to enforce the terms of this Option for specific performance, damages or any other remedy.
- 16.3 Clauses 16.1 and 16.2 will not apply to the situation where the Seller has not met the requirement in Clause 3.1.

**17. Demands of Government department, Town Councils or statutory authorities**

Any notice or order from any Government department, Town Council or other local or statutory authority must be complied with by the Seller at his own expense, on or before completion.

**18. Title**

- 18.1 The title to the Flat must be in order.
- 18.2 The Buyer will not ask for the certificate of statutory completion for the Flat. "Certificate of statutory completion" has the same meaning as in the Building Control Act (Cap. 29).
- 18.3 Where the Buyer's solicitor requests the loan of the documents of title, the Seller must, unless the Seller has justifiable grounds for refusing, produce at the Seller's own expense -
- (a) the documents of title; or
  - (b) copies of the documents of title, certified as true copies by the Seller's solicitor.
- 18.4 The loan of any documents of title is subject to an undertaking from the Buyer's solicitor to return the documents of title at any time on demand, without any lien or claim.

- 18.5 The Flat is also sold subject to -
- (a) all easements, quasi-easements and similar matters;
  - (b) any road, back-lane or other improvement schemes affecting the land on which it is built; and
  - (c) any other proposals contained in the Master Plan. "Master Plan" has the same meaning as in the Planning Act (Cap. 232).

**19. Physical state of Flat**

The Buyer is deemed to purchase the Flat with full notice and knowledge of the state and condition of the Flat. The Buyer will not make any requisition or objection relating to the state and condition of the Flat.

**20. Delivery of possession**

- 20.1 The Flat is sold with vacant possession on completion.
- 20.2 The Seller must allow the Buyer to conduct a final inspection of the Flat on or before the Completion Date.
- 20.3 On the Completion Date, the Seller must give to the Buyer -
- (a) vacant possession of the Flat; and
  - (b) the keys to the Flat.

**21. Completion**

- 21.1 Completion of the sale and purchase of the Flat will take place on the Completion Date in accordance with this Clause.
- 21.2 If the HDB so requires, the sale and purchase of the Flat will be completed at its office and at such time fixed by the HDB.
- 21.3 On completion, the Seller will sign and deliver to the Buyer, the following documents:
- (a) where a lease has not been issued for the Flat -
    - (i) an assignment of the Seller's right, title and interest under the Agreement for Lease made between the Seller and the HDB; and
    - (ii) a letter of authority by the Seller directing the HDB to -
      - (A) enter into a fresh Agreement for Lease with the Buyer; and
      - (B) deem all moneys paid to the HDB by the Seller under the Agreement for Lease as having been paid by the Buyer; or
  - (b) where a lease has been issued for the Flat, an Instrument of Transfer.
- 21.4 The documents in Clause 21.3 will be prepared by the Buyer at his own expense.

**22. Liability for Outgoings**

- 22.1 The Seller must pay all Outgoings for the period up to and including the Completion Date. The Seller must, if demanded by the Buyer, reimburse the Buyer for any such Outgoings paid by the Buyer.
- 22.2 The Buyer must pay all Outgoings for the period after the Completion Date. The Buyer must, if demanded by the Seller, reimburse the Seller for any such Outgoings paid by the Seller.
- 22.3 In this Clause, "Outgoings" includes property tax, service and conservancy charges and any other outgoings.

**23. Exclusion of Contracts (Rights of Third Parties) Act**

Except for the HDB and the CPF Board, any person, firm, corporation or organisation who is not a party to this Option will not acquire any rights under this Option by reason of the Contracts (Rights of Third Parties) Act (Cap. 53B).

**24. Governing law**

This Option is governed by the law of Singapore. If the parties take any legal proceedings in respect of this Option, they must do so only in a Singapore court of law.

**25. Mediation**

25.1 Before referring any dispute relating to this Option to arbitration or litigation, the Seller and the Buyer must consider settling the dispute through mediation at the Singapore Mediation Centre (a company limited by guarantee of the Singapore Academy of Law).

25.2 The parties are however not legally obliged to attempt mediation as a means of settling their dispute.



**Option Date** : \_\_\_\_\_

**Flat address** : \_\_\_\_\_

Signed by the Seller on the Option Date stated above.

\_\_\_\_\_  
Signed by Seller (1)

\_\_\_\_\_  
Signed by Seller (2)

\_\_\_\_\_  
Signed by Seller (3)

\_\_\_\_\_  
Signed by Seller (4)

\_\_\_\_\_  
Signature of Witness

Name :

NRIC :

**ACCEPTANCE**

This is the Acceptance referred to in Clause 6.1 of this Option.

We the Buyer accept the Seller's offer upon the terms set out in this Option.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signed by Buyer (1)

\_\_\_\_\_  
Signed by Buyer (2)

\_\_\_\_\_  
Signed by Buyer (3)

\_\_\_\_\_  
Signed by Buyer (4)

\_\_\_\_\_  
Signature of Witness

Name :

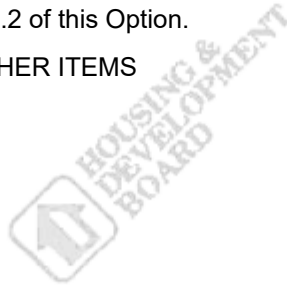
NRIC :

**THE SCHEDULE**

This is the Schedule referred to in Clause 10.2 of this Option.

**MOVABLE PROPERTY, FITTINGS AND OTHER ITEMS**

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)



SIGNED by the Seller )

)

In the presence of: )

)



\_\_\_\_\_  
Signature of Witness

Name :

NRIC :

SIGNED by the Buyer )

)

In the presence of: )

)



\_\_\_\_\_  
Signature of Witness

Name :

NRIC :

**FORM A**

**AUTHORISATION**

**Option Date** : \_\_\_\_\_

**Flat address** : \_\_\_\_\_

This is the Form A referred to in Clause 6.1 of this Option.

We authorise the following person or solicitors' firm to receive this Option with the signed Acceptance and payment of the Option Exercise Fee.

Name of authorised person or Seller's solicitors' firm:

\_\_\_\_\_

**NRIC Number** : \_\_\_\_\_ (if applicable)

**Address** : \_\_\_\_\_

**Contact Number** : \_\_\_\_\_

\_\_\_\_\_  
Signed by Seller (1)

\_\_\_\_\_  
Signed by Seller (2)

\_\_\_\_\_  
Signed by Seller (3)

\_\_\_\_\_  
Signed by Seller (4)

\_\_\_\_\_  
Signature of Witness

Name :

NRIC :