



TERMS AND CONDITIONS OF SALE AND PURCHASE OF AN HDB RESALE FLAT

APPLICABLE TO BOTH SELLER AND BUYER

1 OPTION TO PURCHASE

- 1.1 All sellers and buyers of HDB resale flats must use the HDB prescribed Option to Purchase as the form of contract for the sale and purchase of HDB flats in the resale market. Sellers and buyers are not allowed to enter into any other agreement with each other pertaining to the sale of the flat, as it is null and void pursuant to the Housing and Development Act.
- 1.2 No amendments may be made to the prescribed Option to Purchase form. Amendments include (but are not limited to) deletions, insertions or altering any provision in the prescribed Option to Purchase. Sellers and buyers must comply with all the procedures and requirements set out in the "Important Notes on Option to Purchase" as well as the "Terms and Conditions of Sale and Purchase of an HDB Resale Flat" as herein set out.
- 1.3 The prescribed Option Fee, Deposit and Option Period are as follows:
 - 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.
The Option expiry time is standardised at 4pm.
- 1.4 The Option Fee and Option Exercise Fee will form the "Deposit" (an agreed amount of up to \$5,000) for the purchase. Neither the Option Fee nor the Option Exercise Fee can be \$0. This is to ensure that there is a valid Option or contract.
- 1.5 After the seller grants an Option to Purchase to a buyer, he cannot sell his flat or make an offer to other buyers during the Option Period.
- 1.6 Buyers who are eligible for and intending to obtain an HDB loan must have a valid HDB Loan Eligibility Letter when they exercise the Option to Purchase. The HDB Loan Eligibility Letter is valid for 6 months from the date of issue.
- 1.7 Buyers who are taking a bank loan must have a valid Letter of Offer from a bank/financial institution when they exercise the Option to Purchase.
- 1.8 Buyers who are not taking any loans are not required to obtain the HDB Loan Eligibility Letter or Letter of Offer but will have to indicate that they are financing the flat purchase fully with their CPF savings and/or cash when they submit their resale application to HDB and produce documentary proof showing that they have the financial means to purchase the flat.

2 RESALE CHECKLIST

- 2.1 Sellers must (by themselves or with their salesperson if they engage one) complete a Resale Checklist for Sellers at least seven (7) days before granting an Option to Purchase to the buyers.
- 2.2 Buyers must (by themselves or with their salesperson if they engage one) complete a Resale Checklist for Buyers before exercising the Option to Purchase.
- 2.3 Sellers and buyers must comply with the requirements and procedures for completion and submission of the Resale Checklist as determined by HDB from time to time in accordance with the prevailing rules, regulations and policies.

3 VALUATION OF FLAT

- 3.1 Buyers who are financing the purchase of the flat with a housing loan from HDB/bank or their CPF savings must have a valuation of the flat done by a private valuer assigned by HDB.
- 3.2 Only the buyer who has been granted an Option to Purchase by the seller of the flat shall submit a request for valuation ("Valuation Request").
- 3.3 The buyer must (by himself or through his salesperson if he engages one) submit the Valuation Request by the next working day after the Option Date as stated in the Option to Purchase granted by the seller of the flat. HDB reserves the right not to accept the buyer's Valuation Request if the Option to Purchase was granted earlier than this timeline.
- 3.4 In granting the Option to Purchase, the seller of the flat is deemed to have given his consent for the valuation of the flat and must, within four (4) working days after the day the buyer submits the Valuation Request, allow the HDB appointed valuer to enter the flat to inspect and assess the value of the flat.
- 3.5 HDB's acceptance of the buyer's Valuation Request does not constitute an approval for the resale of the flat. Approval from HDB for the resale has to be separately sought.
- 3.6 Once HDB has received the Valuation Request, HDB will not accept another request for valuation of the flat until the buyer decides not to exercise the Option to Purchase and the Option to Purchase expires. HDB has the absolute discretion to determine when the next request for valuation of the flat may be submitted.
- 3.7 HDB will assign the valuation of the flat to any valuer from HDB's panel of private valuers. The buyer shall not specify any valuer to be assigned by HDB.
- 3.8 The buyer by submitting the Valuation Request is deemed to accept the value of the flat as assessed by HDB's panel of private valuers and HDB will not accept another request by the buyer for a fresh valuation of the flat.
- 3.9 The buyer will be able to check the status of the Valuation Request and the value of the flat via his My HDBPage at the HDB InfoWEB (www.hdb.gov.sg). A softcopy valuation report will be posted on the buyer's My HDBPage and will be available for viewing and download by the buyer until 1 month after the resale completion date.
- 3.10 The value of the flat is only applicable to this Valuation Request and is non-transferable to or valid for use in another resale transaction involving the buyer under a different Option to Purchase for the same flat or another buyer of the flat, for which a new request for valuation must be submitted.
- 3.11 When the buyer submits a resale application after exercising the Option to Purchase, the buyer(s) indicated in the resale application must match the same buyer(s) as reflected in the Option to Purchase and the Valuation Request.

- 3.12 The value of the flat as assessed for this Valuation Request will remain valid for a period of 3 months from the Valuation Report date. If the buyer does not submit a resale application within the 3-month validity period, a fresh request for valuation has to be submitted to determine the prevailing value of the flat. In this event, the housing loan amount to be granted by HDB/bank and the use of CPF savings for the purchase of the Flat will be based on the prevailing value of the flat.
- 3.13 All rights of the valuation are assigned to HDB. HDB reserves the rights to make use of the valuation report as it deems fit.
- 3.14 The buyer and seller must comply with the requirements and procedures for the valuation of the flat as determined by HDB from time to time in accordance with the prevailing rules, regulations and policies.
- 3.15 Any reference to working day means Monday to Saturday, which is not a Public Holiday.

4 DECLARED RESALE PRICE

- 4.1 The seller and buyer must declare to HDB the true resale price of the flat. The seller and buyer shall not enter into any supplementary or other agreements or arrangements that may cause the resale price as declared to be inflated or understated.
- 4.2 Where applicable, the declared resale price may be referred to as the resale price or the purchase price or the selling price.
- 4.3 The declared resale price shall be stated in the Option to Purchase, the resale application form and other documents as required by HDB to process the resale application. There shall not be any change to the declared resale price. If there is any variation in the declared resale price, HDB has right to reject or cancel the resale application.
- 4.4 HDB may require the seller and/or the buyer to furnish a written explanation on the difference between the declared resale price and the prevailing market valuation of the flat if the declared price is below the prevailing market valuation.
- 4.5 If the reason(s) given for the difference between the declared resale price and the prevailing market valuation of the flat is/are deemed not acceptable by HDB, HDB may withhold approval or cancel the resale application.

5 APPROVAL FOR RESALE

- 5.1 The seller and the buyer must satisfy the approved ethnic ratios and limits set for the Neighbourhood and Apartment Block under the Ethnic Integration Policy and the Singapore Permanent Resident Quota policy as at the date of submission of resale application. The seller must satisfy all the conditions to sell and the buyer must satisfy an eligibility scheme to buy the flat.
- 5.2 Acceptance of the Application Form and the allocation of a First Appointment date for the buyer and seller do not constitute an approval of the resale. HDB's written approval must still be sought and will only be granted (if at all) after the First Appointment.
- 5.3 HDB's approval for resale is granted subject to:-
- (a) the seller rectifying all unauthorised alterations/additions in the resale flat;
 - (b) the seller paying all outstanding taxes/charges, e.g. Property Tax, Service/Conservancy charges up to the effective date of resale; and
 - (c) the seller paying any ex-tenancy, arrears/debts and administrative charges owing by him to HDB with respect to the resale flat or any of HDB's properties.

6 FIRST APPOINTMENT

- 6.1 Both the seller and buyer must attend the First Appointment for the processing of their resale application. If any party does not attend the appointment, the HDB has the right to reject or cancel the application.
- 6.2 The seller's spouse who is not an owner of the flat and the buyer's spouse who is listed as an occupier in the resale application must also be present at the HDB Resale Office during the First Appointment to sign the spouse consent/acknowledgement form, to acknowledge the sale and purchase of the resale flat. If the seller's or buyer's spouse is not in Singapore or is residing overseas, he or she will be required to sign the spouse consent/acknowledgement form in the presence of a Notary Public.
- 6.3 The receipt by HDB of any money towards payment of the declared resale price shall not constitute an approval of the sale and purchase.
- 6.4 For housing loans obtained from banks/financial institutions, the buyer has to furnish a duly accepted Letter of Offer from the bank/financial institution.

7 APPOINTING HDB AS A SOLICITOR

Where HDB is appointed by the seller and/or buyer to act in the resale, HDB's conveyancing fees shall be calculated in accordance with the Housing and Development (Conveyancing Fees) Rules. In the event the resale is aborted or where HDB is discharged from further acting in the resale, the seller and buyer shall each be liable to pay half the conveyancing fees.

8 BANKRUPTCY

- 8.1 Depending on the circumstances, sellers and buyers who are bankrupts may be required to obtain the consent of the Official Assignee before selling or buying an HDB flat. In clauses 8.1 to 8.7, any reference to the Official Assignee shall include a trustee in bankruptcy as appointed by the court, where applicable.
- 8.2 Where a seller who belongs to a non-Singapore citizen household (i.e. none of the sellers are Singapore citizens) is an undischarged bankrupt, the seller shall obtain the consent of the Official Assignee to the resale before he submits his application to HDB as the flat will vest in the Official Assignee.
- 8.3 If the seller who belongs to a non-Singapore citizen household (i.e. none of the sellers are Singapore citizens) becomes an undischarged bankrupt before the completion of the resale, he must inform HDB and obtain the consent of the Official Assignee to the resale before the completion of the resale as the flat will vest in the Official Assignee.
- 8.4 If there is any change in citizenship of any of the sellers before the completion, the sellers must inform HDB immediately upon change in the citizenship status as the flat may potentially vest in the Official Assignee if bankruptcy proceedings are commenced against the sellers.
- 8.5 If HDB is made liable to the Official Assignee, the seller's creditors or to any 3rd party as a result of the failure of the sellers to declare the change in their citizenship status before the resale completion, HDB will look to the sellers to make good any payments to the aforementioned parties.
- 8.6 Where a buyer is an undischarged bankrupt and he is buying (i) an HDB flat that is bigger than a 5-room flat or a 3Gen-flat, or (ii) any HDB flat with a net purchase price of \$500,000 and above, the buyer shall obtain the consent of the Official Assignee to the purchase before he submits his application to HDB.
- 8.7 If a buyer who is buying (i) an HDB flat that is bigger than a 5-room flat or a 3Gen-flat, or (ii) any HDB flat with a net purchase price of \$500,000 and above, becomes an undischarged bankrupt before the completion of the purchase, he must inform HDB and obtain the consent of the Official Assignee to the purchase before the completion of the purchase.

9 PAYMENT

- 9.1 The seller and buyer shall each bear their own legal costs and other costs and expenses. In addition, the buyer shall pay the Government Survey Fee (subject to GST) if any. The payment shall be made at the First Appointment using Cashier's Order or NETS or at any time and in any mode of payment that HDB will decide.
- 9.2 In a purchase where the buyer is obtaining a loan from HDB and a deposit (which shall not exceed \$5,000) has been paid by the buyer directly to the seller, the balance sale proceeds shall be paid by the buyer to HDB. HDB shall hold the sale proceeds as stakeholders pending completion of the resale.
- 9.3 In the event the transaction does not go through for any reason whatsoever, HDB will not be responsible for assisting the buyer in recovering the deposit. HDB will not be held responsible for the parties' failure to complete the resale transaction if the seller does not comply with HDB's directions to pay the deposit or any part thereof to the HDB.

10 RENOVATION

- 10.1 The purpose of the inspection by the HDB Branch is to check for unauthorised renovation works in the resale flat which may damage HDB property and affect the structural stability of the flats/building. The inspection is not to ascertain the value of the resale flat, the condition and safety of the renovation works or compliance with any legislation in respect of any installation of fittings/fixtures in the flat e.g. window legislation.
- 10.2 The seller must regularize/remove any unauthorised renovation works found in the resale flat before completion of the resale transaction.
- 10.3 Notwithstanding clauses 10.1 and 10.2, the buyer is purchasing the flat on a caveat emptor basis. This means that it is the buyer's responsibility to check the condition of the resale flat and verify that all renovation works carried out by the seller are authorised and comply with the requirements imposed by HDB or other competent authorities. The buyer will also be responsible for any irregularity, including any unauthorised renovation works carried out by the seller in the resale flat, which may subsequently be discovered. The buyer is advised to engage a Qualified Person (e.g. Building Surveyor) at his own expense to help him in the checking.
- 10.4 No renovation works shall be carried out to the resale flat pending completion of the resale.
- 10.5 If any renovation works are carried out prior to completion, the seller and buyer shall be jointly and severally liable for any damage to the resale flat or the building where the resale flat is located. Both the seller and buyer shall rectify the damage to HDB's satisfaction.
- 10.6 The seller and buyer shall jointly and severally keep HDB fully indemnified against all losses, costs, charges, expenses or damages which may become payable by HDB and any action, proceedings liability or claims which may be made against HDB due to the damage caused to the resale flat or building.
- 10.7 Design, Build and Sell Scheme (DBSS) flats are HDB flats which were designed, built and sold by private developers. Any reference to HDB flat shall include DBSS flat. Each DBSS development is characterized 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. These may include renovation restrictions that apply to the balcony, air-conditioner ledge, planter boxes and service yard.

The buyer must check the HDB InfoWEB (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 the buyer can or cannot do at/to the balcony, air-conditioner ledge, planter boxes, bay window and service yard, before the buyer exercises the Option to Purchase. Once the buyer has exercised the Option to Purchase, the buyer will be bound by all the renovation restrictions applicable to the DBSS flat.

HDB reserves the right to amend the renovation restrictions that apply without prior notice to the buyer in line with the prevailing policies of HDB and the relevant authorities.

11 MAINTENANCE OF WINDOWS

Under the Lease, HDB flat owners are responsible for maintaining the fixtures and fittings, including windows of their flats in good working condition. Failure or neglect in doing so could result in serious consequences. As such, flat owners are required to ensure that their sliding windows are fitted with adequate safety features to prevent the window panels from jumping track. Casement windows are also required to comply with the Building Control (Retrofitting of Casement Windows) Order 2004. In the event of any non-compliance, resale completion will be held in abeyance until the sellers/owners rectify the same at their own expense. The sellers/owners may be liable to the buyers for late completion interest in the event of delay in completion.

12 RECESS AREA

- 12.1 If there is a recess area available for sale, the buyer may request HDB to process the application for the purchase of the recess area together with the resale application.
- 12.2 As the resale completion date may be affected/delayed, the seller's consent will need to be obtained before HDB can process the 2 applications concurrently. The buyer may wish to contact the Branch Service Line at 1800-2255432, at least 2 weeks before the First Appointment date for information on the availability of the recess area for purchase.
- 12.3 Notwithstanding the completion of purchase of the recess area concurrently with the resale application or purchase of an HDB resale flat with sold recess area, the buyer shall sell back the whole or part of the recess area at the original price or at any other price to be fixed by HDB in its absolute discretion if it is required for any upgrading works including any Lift Upgrading Programme or any other purpose as determined by HDB in its absolute discretion and also agree to HDB's contractors entering into the resale flat whenever needed to execute all the necessary works including constructing lift shafts and building construction buffers around the lift shafts which HDB would only dismantle when HDB deems they are no longer necessary.
- 12.4 The buyer/seller will be required to sign all the required Letters of Undertakings/Indemnity during the First Appointment if the buyer decides, with the seller's consent, to proceed with the purchase of the recess area concurrently with the purchase of the resale flat or buys a resale flat with sold recess area.

13 CONDITION OF FLAT

- 13.1 The buyer is deemed to purchase the resale flat with full notice and knowledge of the state and condition of the flat (including maintenance faults such as ceiling leak, cracks, etc.) on a caveat emptor basis. The buyer will not make any requisition or objection relating to the state and condition of the flat. In the case where the seller had previously requested HDB to install roller rain screen at the common corridor fronting the flat, the seller must inform the buyer about the installation and the buyer is required to sign a letter of undertaking/letter of non-acceptance during the First Appointment to confirm if the buyer would like to retain the installation and maintain it.
- 13.2 In the event of any dispute between the seller and buyer relating to any defects or maintenance faults in the resale flat, such a dispute has to be settled between the parties themselves and HDB will not mediate in the dispute.

14 OUTSTANDING DEBTS DUE TO HDB

- 14.1 If any person listed in the Application Form has any outstanding debts due and owing to HDB, such person shall be required to settle such debts and pay an administrative charge to be determined at HDB's discretion before the application can be considered.
- 14.2 HDB has the right to deduct from the sale proceeds all ex-tenancy and other arrears/debts and taxes (including income or property taxes) and administrative charges owing to HDB or other government authorities by the seller in respect of any of HDB's properties even if such arrears/debts/charges do not relate to the resale flat.

15 CANCELLATION OF RESALE BY SELLER/BUYER

Before First Appointment

- 15.1 A resale application may be withdrawn by the seller or buyer at any time before the First Appointment upon notice in writing by either party to HDB.
- 15.2 Upon such withdrawal, the administrative and valuation fees paid will not be refunded.

After First Appointment

- 15.3 HDB will only cancel the resale application upon receiving written confirmation from both the seller and buyer to that effect.
- 15.4 Upon such cancellation, both the seller and buyer will be liable to pay the stamp, conveyancing and any other fees.
- 15.5 Notwithstanding the above, HDB reserves the right (to be determined in its sole discretion) to cancel the resale application for any reason whatsoever, even when either the seller or the buyer has indicated to HDB that they do not wish the case to be cancelled.
- 15.6 For the purposes of clause 15, any cancellation of the resale application is merely an administrative act by HDB and does not in any way prejudice the rights of the seller or buyer to take such action (if any) as they may deem fit pursuant to the contract for sale and purchase as evidenced by an Option to Purchase.

16 COMPLETION OF RESALE

- 16.1 On the resale completion date, the seller must produce evidence that the Service/Conservancy Charges have been paid up to the effective date of resale.
- 16.2 Where the buyer has obtained an HDB housing loan, he shall pay the balance purchase price, if any, and stamp fees using Cashier's Order or NETS to HDB, failing which HDB reserves the right not to allow the completion of the resale.
- 16.3 The seller shall give vacant possession of the resale flat to the buyer on completion of the resale and cannot reside in the flat once the keys are handed over to the buyer. The buyer shall not obtain possession of the resale flat prior to the completion.

17 FALSE DECLARATION

- 17.1 In the event that HDB discovers that the seller or buyer has made any false declaration relating to the application, HDB may take the necessary legal action against the seller and buyer.
- 17.2 In addition to other remedies, the Housing and Development Act (Chapter 129) provides that any person who makes a false statement is liable to a fine not exceeding \$5,000/- or to imprisonment for a term not exceeding 6 months, or to both.

18 BREACH OF CONDITIONS

HDB has the right to withhold and/or revoke its approval of the sale/purchase if the seller or buyer infringes these terms and conditions, HDB's prevailing policies, the Option to Purchase, Agreement for Lease, Lease and/or Mortgage or any provisions under the Housing & Development Act and rules and regulations made thereunder.

19 CORRESPONDENCE ADDRESS / OTHER INFORMATION

- 19.1 The buyer and seller must indicate their correspondence addresses in the Application Form and also inform the HDB Resale Office if there are any subsequent changes.
- 19.2 In processing the application, HDB has the right to rely on its own records and/or the records of other relevant authorities at any time.

APPLICABLE TO THE BUYER

20 ELIGIBILITY TO PURCHASE

- 20.1 A buyer is eligible to purchase only one flat which has to be owner-occupied by the buyer and his immediate family who are authorised by HDB to stay in the resale flat.
- 20.2 The buyer must be a Singapore Citizen or Singapore Permanent Resident who is at least 21 years old at the time of submitting the application. The application must include at least one listed occupier who is a Singapore Citizen or Singapore Permanent Resident. The buyer and the proposed occupiers must form a family nucleus comprising:
- (a) Buyer, spouse and children (if any);
 - (b) Buyer (single), parents and siblings; or
 - (c) Buyer (widowed or divorced) and children under his custody, care and control.
- 20.3 The buyer who is a Singapore Permanent Resident must have obtained his Singapore Permanent Resident status for at least 3 years at the time of submitting the application. Where an occupier who is a Singapore Permanent Resident is essential to form the family nucleus, the essential occupier must have obtained his Singapore Permanent Resident status for at least 3 years at the time of submitting the application.
- 20.4 The buyer of the flat must be eligible to purchase an HDB flat under HDB's prevailing policies, eligibility schemes and terms and conditions for the purchase of an HDB resale flat.
- 20.5 The buyer must comply with all the terms and conditions of the eligibility scheme under which he is buying and sign all documents required under the scheme.
- 20.6 Where the buyer is applying with his fiancée to form a family nucleus, they must register their marriage with the Registry of Civil or Muslim Marriages within 3 months from the date of taking possession of the resale flat. However, if the buyer is applying for the CPF Housing Grant, the marriage certificate must be produced on or before the date of completion.

21 DEBARMENT

A person whose name is in a debarment list for infringement of any HDB/Government rules, regulations or policies will not be eligible to apply for an HDB flat or be included as a permitted occupier in an application for a flat.

22 MANNER OF HOLDING

Where there are two or more buyers, the buyers must indicate in the application form whether they wish to hold the resale flat as Joint-Tenants or Tenants-in-Common.

23 HOUSING LOAN FROM HDB

- 23.1 HDB will only grant a housing loan to buyers who can meet the eligibility criteria. Buyers who are eligible for and are intending to obtain a housing loan from HDB must have a valid HDB Loan Eligibility (HLE) Letter when they exercise the Option to Purchase. The HDB Loan Eligibility Letter is valid for 6 months from the date of issue and must remain valid when the buyers submit the resale application.
- 23.2 The buyer must comply with HDB's prevailing policies, rules, regulations, terms and conditions relating to the application and approval of the HDB housing loan.

23.3 **Use of proceeds from sale/disposal[^] of last owned/current HDB flats for purchase of next HDB flat**

[^]Disposal of HDB flats includes disposal by way of transfer, surrender or compulsory acquisition.

HDB will reduce the amount of the second concessionary loan by the full CPF proceeds and part of the cash proceeds from the sale of the existing or immediate past HDB flats.

(a) For buyers and essential occupiers who have taken one HDB Loan at Concessionary Interest Rate and buy the next HDB flat after selling the existing one

The buyers and/or their essential occupiers who have sold/disposed of an HDB flat, the second HDB concessionary interest rate loan is granted subject to the following conditions:

- (i) up to 50% of the cash proceeds from the sale/disposal of the buyers' and/or their spouses'/fiancés'/fiancées' last owned flat will be taken into account in determining the loan to be granted; and
- (ii) full utilisation of CPF will be required at the point of loan disbursement.

(b) For buyers and essential occupiers who have taken one HDB Loan at Concessionary Interest Rate and buy the next flat before selling the existing one

If the buyers and/or their spouses/fiancés/fiancées still own their existing flat, a commercial interest rate* loan will be granted subject to the following conditions:-

- (i) HDB will require all owners (and their spouses/fiancés/fiancées) to sell/dispose of the HDB flat as well as to sign an agreement to use the CPF monies refunded and part of the cash proceeds from the sale/disposal of all current HDB flats to partially/fully redeem the commercial interest rate* loan granted to the buyers for the HDB flat. Upon repayment, the commercial interest rate* loan will be converted to a concessionary interest rate loan (if eligible).
- (ii) Caveats will be lodged by HDB against all the HDB flats to be sold/disposed of to reserve HDB's interest in the sale proceeds. The buyers will pay for the caveat fees. The caveats will be withdrawn only when the requisite CPF refund and cash proceeds have been repaid to HDB. The buyers will bear the fees for withdrawal of caveat.
- (iii) If the current HDB flats are not sold/disposed of within the requisite timeframes and/or the requisite CPF refunds/cash proceeds are not made, this will constitute a default under the mortgage and HDB will immediately recall the mortgage loan granted and all the principal and interest will become immediately payable to HDB. In the event of non-payment, HDB may also compulsorily acquire the HDB flat under the provisions of the Housing and Development Act.

*The commercial interest rates are pegged to the 3-month average non-promotional interest rate for HDB flats offered by the 3 local banks.

(c) Computation of Cash Proceeds

Depending on the manner of holding of the current/last owned flat, HDB reserves the right to determine the cash proceeds required to be used for the next HDB flat purchase at its sole discretion.

23.4 The buyer who takes a loan from HDB has to first use all his CPF savings in his Ordinary Account for the purchase of the flat up to the prevailing limits depending on the remaining lease of the flat. Once the financial plan is finalised, no change of the plan will be allowed.

23.5 Where the buyer obtains a housing loan from HDB, he must insure the resale flat against the risk of fire with HDB's appointed insurer for a sum not less than the amount determined by HDB. HDB has the right to recall the housing loan if the buyer does not have a valid fire insurance on the resale flat for the duration of the housing loan.

24 USE OF CPF SAVINGS

The occupiers listed in the resale application are not allowed to use their CPF savings for the purchase of the HDB flat. The use of CPF savings for the purchase of an HDB flat is subject to the CPF Board's prevailing policies, rules, regulations, usage limits, terms and conditions.

25 HOUSING LOAN FROM BANKS/FINANCIAL INSTITUTIONS

- 25.1 The buyer may obtain a loan from any bank or financial institution duly licensed by the Monetary Authority of Singapore (MAS) to provide housing loans. The mortgage financing guidelines for housing loans obtained from banks/financial institutions are subject to the MAS Housing Loans Directive.
- 25.2 The buyer has to comply with the prevailing MAS loan guidelines/policies in respect of all aspects of the bank loan taken to finance the HDB flat including (but not limited to) their guidelines on loan tenure, Loan-to-Value (LTV) limit, minimum cash payment and all other terms related to the bank loan. The buyer will also, where relevant, be required to comply with the prevailing loan guidelines/policies of other relevant authorities (including but not limited to HDB).
- 25.3 The buyer must check the prevailing MAS loan guidelines before applying for a loan from any bank or financial institution licensed by MAS to provide housing loans. The buyer may refer to the HDB InfoWEB (www.hdb.gov.sg), the MAS website (www.mas.gov.sg) or the banks/ financial institutions for such information.
- 25.4 The buyer must have a valid Letter of Offer from a bank/financial institution when he exercises the Option to Purchase. He must have accepted the housing loan offered by the bank/financial institution when submitting his resale application.
- 25.5 If the buyer is engaging a private solicitor to act for him in the resale transaction, the buyer has to inform HDB of the name/address of his solicitor.
- 25.6 The buyer who obtains a housing loan from a bank or financial institution is not allowed to switch to an HDB housing loan even if he is eligible for an HDB housing loan.

26 PURCHASE OF FLAT WITHOUT HOUSING LOAN

Buyers who are not taking any loans 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 their resale application to HDB and produce documentary proof showing that they have the financial means to purchase the flat.

27 ADDITIONAL BUYER'S STAMP DUTY

The buyer has to comply with the prevailing requirement to pay an Additional Buyer's Stamp Duty as may be imposed by the Government from time to time. Where the buyer needs to pay part of the Additional Buyer's Stamp Duty in cash, the buyer shall pay to HDB using Cashier's Order or NETS within 10 days from the First Appointment date, failing which HDB reserves the right not to approve the application for the purchase.

28 AFTER COMPLETION

- 28.1 The buyer shall pay all rates, taxes and charges imposed on the resale flat after completion of the resale.
- 28.2 The buyer shall not transfer, assign, mortgage, charge, sublet or part with the possession of the resale flat or any part of the resale flat without the prior written consent of HDB.
- 28.3 The buyer shall keep in good and tenable repair and condition the interior of the resale flat including all fixtures and fittings.
- 28.4 The buyer shall notify HDB and obtain its prior written consent from the respective HDB Branch before making any alterations or additions to the resale flat.
- 28.5 The buyer must observe and comply with all lease administration conditions, which include the following:
- (a) If the buyer, his spouse or other essential family members own any other HDB flat or private residential property in Singapore or overseas, the other flat/property has to be disposed of within 6 months from the effective date of purchase of the resale flat.
 - (b) Subject to the prior written approval of the HDB, the buyer, his spouse and other essential family members must physically and continuously occupy the resale flat for a 5-year minimum occupation period before he can apply to sell it in the open market or sublet the whole flat. Singapore Permanent Resident households are not allowed to sublet the whole flat even after the 5-year minimum occupation period has been met.
 - (c) The buyer, his spouse and other essential family members cannot invest in private residential property, in Singapore or overseas, during the 5-year minimum occupation period of the flat.
 - (d) Singapore Permanent Resident households must dispose of their HDB flats within six months of purchasing a private residential property in Singapore.
 - (e) A Singapore Permanent Resident must have obtained his Singapore Permanent Resident status for at least 3 years before he can apply to be an owner or an essential family member of a flat.
 - (f) At all times, the buyer, his spouse and other essential family members of a Singapore Permanent Resident household must physically and continuously occupy the flat. They cannot be deleted as the owners/occupiers of the flat during the 5-year minimum occupation period.
 - (g) If the buyer sublets the whole of the resale flat, the period of subletting will not be included in computing the 5-year minimum occupation period. The HDB shall have the sole discretion to determine the computation of the minimum occupation period.
 - (h) The buyer, his spouse and other essential family members have to comply with such other conditions as determined by the HDB from time to time.

APPLICABLE TO THE SELLER

29 ELIGIBILITY TO SELL

29.1 A seller can only grant an Option to Purchase after he has satisfied the Minimum Occupation Period. An Option to Purchase granted before the seller has met the Minimum Occupation Period is null and void.

29.2 The Minimum Occupation Period for a flat owner, depending on the flat type, mode of purchase or mode of financing, is as follows:

- 1-Room Flat
No occupation period for owners of 1-room flat.
- Subsidised Flat and Flat bought under CPF Housing Grant Scheme.
5 years from effective date of purchase of the flat.
- Flat bought under Selective En-bloc Redevelopment Scheme (SERS)
 - (a) For SERS replacement flat purchased with portable SERS rehousing benefits:
 - 5 years from the effective date of purchase of the replacement flat.
 - (b) For SERS replacement flat not purchased with portable SERS rehousing benefits:
 - 7 years from the date of selection of the replacement flat, provided they had taken possession of the replacement flat; or
 - 5 years from the effective date of purchase of the replacement flat.

The computation of the Minimum Occupation Period excludes the period (if any) of non-occupation of the replacement flat, such as subletting of whole flat or any infringement of the flat lease.

- Resale Flat bought in the open market (without CPF Housing Grant)

For an application to purchase received by the HDB before 5 March 2010:

If the owner takes a loan from HDB:

- 2½ years from the effective date of purchase of the flat.

If the owner has not taken a loan from HDB

or he has refinanced HDB market interest rate loan with a bank/financial institution

or he has taken a loan from a bank/financial institution to finance the purchase

or has fully redeemed the market interest rate loan obtained from HDB:

- 1 year from the effective date of purchase of the flat.

For an application to purchase received by the HDB on or after 5 March 2010 and before 30 August 2010:

3 years from the effective date of purchase of the flat.

For an application to purchase received by the HDB on or after 30 August 2010:

5 years from effective date of purchase of the flat.

29.3 If the seller has sublet his whole flat, the period of subletting of the flat will **NOT** be included in computing the Minimum Occupation Period of the flat.

29.4 If the flat is the seller's second subsidised flat, he may sell the flat to a buyer of his choice upon satisfying the Minimum Occupation Period of his flat. However, he shall be debarred permanently from purchasing any subsidised HDB flat.

30 RESALE LEVY

If the flat is the seller's first subsidised flat or a flat bought under the CPF Housing Grant Scheme, he is eligible to sell his flat to a buyer of his choice subject to HDB's approval. He will have to pay a resale levy if he buys or takes over the ownership of another subsidised flat or an Executive Condominium sold by a Developer, or an Executive Condominium with outstanding 5-year minimum occupation period. He need not pay the resale levy if the Executive Condominium project was from a land sale launched before 9 December 2013. The payment of the resale levy is based on the prevailing rules, policies and procedures as determined by HDB from time to time.

31 REFUND OF CPF SAVINGS

Where the seller has used his CPF savings to purchase his flat, such CPF savings together with interest calculated to the effective date of resale will have to be refunded to his CPF account. If the net proceeds of sale are not enough to effect full CPF refund, the seller will have to return the cash deposit received from the buyer as part of the refund to his CPF account.

32 SELLER'S STAMP DUTY

The seller has to comply with the prevailing requirement to pay a Seller's Stamp Duty as may be imposed by the Government from time to time.

NOTE:

- 1 The Terms and Conditions of Sale and Purchase of an HDB Resale Flat contained in this form are valid at the time of update and are subject to HDB's prevailing policies, rules and regulations. HDB has the right to vary the terms and conditions of sale and purchase at any time.**
- 2 Words expressing the singular include the plural and vice versa.**
- 3 Words referring to the male gender include the female gender.**
- 4 HDB has the right to withhold, revoke, reject or cancel any resale applications and/or HDB's approval, or delete any person's name from the application without assigning any reason whatsoever. If HDB deems that the applicant is not eligible to apply or becomes ineligible to retain his application under HDB's prevailing policies, the application shall be rejected or cancelled.**
- 5 All decisions by HDB shall be final and conclusive.**

CAUTION: IN ADDITION TO OTHER REMEDIES, THE HOUSING & DEVELOPMENT ACT (CHAPTER 129) PROVIDES THAT ANY PERSON WHO MAKES A FALSE STATEMENT IS LIABLE TO A FINE NOT EXCEEDING \$5,000/- OR TO IMPRISONMENT FOR A TERM NOT EXCEEDING 6 MONTHS. OR BOTH.

HDB'S PRIVACY POLICY

HDB collects personal data from you to administer HDB's public housing programmes and services. We may share necessary data with other Government agencies, unless such sharing is prohibited by legislation. This is to enable us to serve you in the most convenient, efficient and effective way. We will NOT share your personal data with non-Government entities, except where such entities have been authorised to carry out specific Government services.

If you would like to find out more about HDB's Data Protection and Privacy Policy, you can visit our website www.hdb.gov.sg for more details.