

Please read all the conditions carefully

TERMS AND CONDITIONS OF THE ENHANCED CONTRA FACILITY

These terms and conditions are in addition to HDB's "Terms and Conditions of Resale/Purchase of an HDB Resale Flat".

1. APPLICATION CONDITIONS AND PROCEDURES

- 1.1 An owner who is selling his existing HDB flat ("Flat A") and buying another HDB resale flat ("Flat B") ("the contra party") may apply for the Enhanced Contra Facility to finance the purchase of Flat B, including the insurance premiums payable under the CPF Home Protection Scheme provided that his buyer (Flat A) and his seller (Flat B) have not applied for such facility for their respective flats.
- 1.2 The seller of Flat A must not be an undischarged bankrupt or have any bankruptcy proceedings commenced against him.
- 1.3 Where there is a mortgage in favour of a financial institution and/or CPF Mortgage/charge on Flat A and/or Flat B or where private solicitors have to be engaged, HDB reserves the right not to approve the application for the Enhanced Contra Facility.
- 1.4 The Enhanced Contra Facility is not available in resale applications under the Conversion Scheme, the sale of part-share of an existing flat or any other schemes as may be decided by the HDB.
- 1.5 The two applications for resale of Flat A and Flat B and the application for the Enhanced Contra Facility must be submitted together. However, approval for the resale of Flat A and Flat B does not constitute approval of the application for the Enhanced Contra Facility.
- 1.6 The resale of Flat A must be completed before the completion of the resale of Flat B, which can be on the same day.

2. USE OF CPF MONIES OR CASH FROM SALE OF FLAT A

- 2.1 The contra party may use the cash proceeds (if any) from the sale of Flat A to pay part of or the full amount of the purchase price for Flat B, only after he has used:
 - (i) **all** the existing balance in his CPF Ordinary account and
 - (ii) **all** CPF monies that will be refunded to his CPF Ordinary account from the sale of Flat A and which are available for use in the Enhanced Contra Facility.

The amount of CPF contra to be utilised will be calculated up to the date of HDB's acceptance of the resale application or at such other date which the HDB or CPF Board may decide.

"Cash proceeds" refers to the net amount payable to the contra party after deducting the deposit paid, outstanding mortgage loan to HDB, resale/upgrading levy, all CPF refund plus interest or such other sums due and payable to HDB from the sale price.

- 2.2 Where CPF monies are used in the purchase of Flat B, the withdrawal of such CPF monies is subject to the provisions of the Central Provident Fund Act (Cap 36) and the rules and regulations made thereunder and any amendment, modification or re-enactment thereof and also to all covenants, terms and conditions as may be imposed by the CPF Board from time to time.

3. APPROVAL CONDITIONS

- 3.1 HDB reserves the right to withhold consent, revoke approval, vary or cancel the Enhanced Contra Facility at any time if:
 - (i) the contra party is made a bankrupt or has bankruptcy proceedings commenced against him pending the completion of the two resale transactions;
 - (ii) the contra party passes away before the completion of any of the resale transactions;
 - (iii) the contra party infringes any of the provisions of the Central Provident Fund Act (Cap 36) and the regulations made thereunder and the terms and conditions imposed by CPF Board;
 - (iv) any of the parties infringes any of the provisions of the Housing & Development Act, prevailing policies, rules and regulations;
 - (v) the resale of Flat A is delayed, aborted or not completed;

- (vi) the monies in the CPF account are subject to a charging order made pursuant to an Order of Court; or
- (vii) the proceeds from the sale of Flat A (cash and/or CPF) cannot be used to finance the purchase of Flat B under the Enhanced Contra Facility for any reason whatsoever.

4. CANCELLATION OF FACILITY

- 4.1 If HDB revokes, varies or cancels the Enhanced Contra Facility or if the resale of Flat A is delayed or aborted for any reason whatsoever:
- (i) Where the completion date for the resale of Flat B has not been fixed by HDB, the contra party shall pay:
 - (a) all monies to be utilised under the Enhanced Contra Facility towards part/full payment of the purchase price for Flat B within ten (10) days from the date of notification by HDB that the Enhanced Contra Facility has been varied or cancelled; and
 - (b) the balance of the purchase price of Flat B on the day of completion.
 - (ii) Where the completion date for the resale of Flat B has already been fixed, the buyer of Flat B will be given notice to pay within ten (10) days all monies required to complete the purchase.
 - (iii) HDB reserves the right to reschedule the completion date of Flat A and Flat B.
 - (iv) CPF Board shall be authorised to make the necessary amendments to the "CPF Application For Withdrawal Under Public Housing Scheme" form signed by the contra party.

5. NOTE

- 5.1 HDB reserves the full discretion and right to:
- (i) determine the amount that can be used under the Enhanced Contra Facility;
 - (ii) add, delete or alter the terms and conditions for the Enhanced Contra Facility at any time;
 - (iii) withhold consent to, vary or cancel the Enhanced Contra Facility at any time without giving any reason whatsoever.
- 5.2 Acceptance by HDB of this application for the Enhanced Contra Facility does not imply that the CPF Board will approve such application.