

Please Read All the Terms and Conditions Carefully

**TERMS AND CONDITIONS FOR TEMPORARY EXTENSION OF STAY
BY FLAT SELLERS AFTER RESALE COMPLETION**

1. WHO MAY BE ALLOWED A TEMPORARY EXTENSION OF STAY

- 1.1 A Temporary Extension of Stay is only for flat Sellers who need time to move from the Flat they sold to a Property in Singapore they have bought for their next housing. The Property purchased must be completed and ready for occupation, i.e. not in the process of construction.

2. REQUEST PROCEDURES AND REQUIREMENTS

- 2.1 The request for Temporary Extension of Stay shall be submitted with the resale application.
- 2.2 The Sellers shall submit the following documents as proof of purchase of a completed and ready for occupation Property in Singapore:
- (i) An Option to Purchase which has been exercised or a duly executed Sales and Purchase Agreement of the Property purchased.
 - (ii) Other evidence of purchase (e.g. Confirmation of taking possession or date of taking possession of Property (in purchase documents or letter by solicitors))

3. GENERAL CONDITIONS

- 3.1 The Temporary Extension of Stay is a private arrangement between the Sellers and Buyers of the Flat and is a separate and distinct transaction from the resale of the Flat. In this regard, the Terms and Conditions of Sale and Purchase of an HDB Resale Flat, which govern the resale of the Flat between the Sellers and Buyers, have no application to the request for the Temporary Extension of Stay.
- 3.2 The resale of the Flat is independent of the Temporary Extension of Stay. The legal completion of the resale of the Flat will still take place regardless of the status of the Temporary Extension of Stay.
- 3.3 The Temporary Extension of Stay shall commence from the date of completion of the resale of the Flat ("Resale Completion Date") as agreed by the Buyers and Sellers.
- 3.4 The Temporary Extension of Stay period shall not be more than three (3) months from the Resale Completion Date and there shall be no further extension beyond the 3-month period.
- 3.5 In view of the private arrangement between the Sellers and Buyers for the Temporary Extension of Stay, the delivery of vacant possession condition in the Option to Purchase entered into by the Sellers and Buyers for the resale of the Flat and the Terms and Conditions of Sale and Purchase of an HDB Resale Flat shall be varied such that the Sellers shall deliver vacant possession of the Flat to the Buyers only upon the expiry or termination of the Temporary Extension of Stay.
- 3.6 The request for Temporary Extension of Stay is subject to the Buyers agreeing to allow the Sellers to stay temporarily in the Flat after the resale completion of the Flat and HDB granting approval to this private arrangement.

- 3.7 The Sellers and Buyers of the Flat may sign a private agreement between themselves on the terms of the Temporary Extension of Stay, including but not limited to terms dealing with monetary compensation and any other mutually agreed considerations. In this regard, both Sellers and Buyers understand that the resale price of the Flat cannot incorporate any intended or prospective monetary compensation for the Temporary Extension of Stay. The Sellers and Buyers also have to sign an undertaking to absolve and indemnify HDB against any liabilities incurred by HDB in approving this arrangement.
- 3.8 Either the Sellers or the Buyers may cancel the private arrangement for the Temporary Extension of Stay at any time before the completion date of the resale of Flat. Sellers and Buyers are advised to provide in their private agreement what will happen in this instance, including issues of compensation etc.
- 3.9 It is advisable for Sellers and Buyers to include in the private agreement for the Temporary Extension of Stay, a termination clause allowing either party to terminate the agreement upon receipt of a written notice of termination by either party to the other.
- 3.10 In the event that the approval granted by HDB for the Temporary Extension of Stay in the Flat is revoked, the Sellers and Buyers must terminate the Temporary Extension of Stay arrangement and the Buyers will be required to move into the Flat immediately.

4. CONDITIONS TO BE MET BY SELLERS

- 4.1 The Sellers must have committed to buy a completed Property in Singapore that is ready for occupation, i.e. have exercised an Option to Purchase or signed a Sale and Purchase Agreement. For the purchase of an HDB resale flat under the Enhanced Contra Facility, only the contra party may request for the Temporary Extension of Stay.
- 4.2 The Sellers must not be subletting the whole Flat at the time of the resale application.
- 4.3 During the Temporary Extension of Stay period, the Flat shall only be occupied by the Sellers and the authorised occupiers who are listed in HDB's records as the occupants of the flat at the time of resale of the Flat from the Sellers to the Buyers. Any approval for the Temporary Extension of Stay will not apply to other persons, including the tenants of the Sellers, if they have been subletting rooms.

5 CONDITIONS TO BE MET BY BUYERS

- 5.1 The start point for computing the requisite minimum occupation period for the purpose of resale of Flat in the open market, subletting of Flat and purchase of private residential property will be set back by the period of the Temporary Extension of Stay.
- 5.2 The Buyers (new owners) must pay for all outgoings from the Resale Completion Date, including but not limited to the commencement of servicing of the housing loan, payments of service and conservancy charges (S&CC) (without rebates) and property tax (calculated at residential tax rates), notwithstanding that they are not in physical occupation of the Flat. They must also ensure that the Sellers move out after the permitted Temporary Extension of Stay period. Should there be any infringements committed by the Sellers and/or the Buyers and/or the authorised occupiers of the Flat during the Temporary Extension of Stay period, HDB will revoke its approval for the Temporary Extension of Stay and require the Buyers to move into the Flat immediately.

- 5.3 The Buyers shall be responsible for ensuring that the Sellers and their authorised occupiers observe and comply with all the covenants in the lease and the provisions of the Housing and Development Act 1959 and all amendments made hereto, and for all infringements, if any, committed by the Sellers or the authorised occupiers during the Temporary Extension of Stay period.
- 5.4 The Buyers shall pay a revised property tax rate during the Temporary Extension of Stay period. IRAS will send a notification to the Buyers within 14 working days after the Resale Completion Date. For more information on the difference in property tax payable, please refer to the IRAS website at www.iras.gov.sg > Property > Property Owners> Essential Property Tax Information for HDB Flat Owners.
- 5.5 The Buyers will not be eligible for any service and conservancy charges rebate during the Temporary Extension of Stay period.

6 ADMINSTRATIVE FEE AND LIABILITY FOR COSTS AND EXPENSES

- 6.1 Upon confirmation by the Buyers and Sellers that they are proceeding with their private arrangement for the Temporary Extension of Stay by the Sellers after the resale completion of the Flat, the Buyers shall pay a non-refundable administrative fee of \$20/- (inclusive of GST) to HDB for processing and approving the request for the Temporary Extension of Stay. Apart from this, the Buyers and Sellers shall bear their own costs and expenses for entering into this Temporary Extension of Stay arrangement.

7 TERMINATION AND EXPIRY OF ARRANGEMENT

- 7.1 In the event the Sellers abort the purchase of the Property, the approval granted by HDB for the Temporary Extension of Stay in the Flat shall automatically be revoked.
- 7.2 In the event that there is a termination of the Temporary Extension of Stay as privately agreed between the Buyers and the Sellers and the Sellers vacate the Flat earlier than the three (3) months period, the Buyers shall inform the HDB Branch managing the Flat by logging in with their SingPass at this page: www.hdb.gov.sg/extension within 7 days of the termination.
- 7.3 During the Temporary Extension of Stay period, the Flat shall only be occupied by the Sellers and the authorised occupiers who are listed in HDB's records as the occupants of the flat at the time of resale of the Flat from the Sellers to the Buyers. In the event of non-compliance, HDB will revoke the approval for the Temporary Extension of Stay and the Buyers will be required to move into the Flat immediately
- 7.4 The Buyers shall begin occupation of the Flat at the end of the 3-month Temporary Extension of Stay period or upon the termination of the Temporary Extension of Stay within the 3-month period, whichever is earlier.
- 7.5 The Sellers shall be responsible for ensuring that they and their authorised occupiers at their own costs and expenses vacate the Flat at the end or upon the termination of the Temporary Extension of Stay.
- 7.6 In the event that the Sellers and/or the authorised occupiers do not vacate the Flat at the end or upon the termination of the Temporary Extension of Stay, the Buyers shall be required to initiate their own actions as the owners of the Flat and at their own costs and expenses to evict the Sellers and/or the authorised occupiers from the Flat.

8 HDB'S APPROVAL, INDEMNITY AND RIGHTS

- 8.1 Any approval granted by HDB to the Temporary Extension of Stay in the Flat is subject to the agreement of the Buyers to the Sellers' request for the Temporary Extension of Stay and both parties' commitment that this is a private arrangement between them that will take effect after the completion of the resale of the Flat and they will at their own costs and expenses fulfil their respective responsibilities under the Terms and Conditions for the Temporary Extension of Stay. In this regard, HDB will not mediate if there is a dispute between the Buyers and Sellers.
- 8.2 The Buyers and Sellers of the Flat shall not bring any actions proceedings claims or demands whatsoever against HDB and shall at all times keep HDB indemnified in full against all actions proceedings liabilities claims damages costs and expenses which may be brought against and incurred by HDB in relation to or arising from giving approval to their private arrangement for the Temporary Extension of Stay by the Sellers after the resale completion of the Flat.
- 8.3 HDB reserves the full discretion and right to:
- (i) unilaterally vary or add to the terms and conditions of the Temporary Extension of Stay. Such varied or additional terms and conditions shall take immediate effect and be binding on all parties, including the Sellers, Buyers and their Attorney/Administrator/Executor/Public Trustee/Committee/Deputy appointed by the Court;
 - (ii) revoke HDB's approval automatically if there is a breach of the terms of the Lease and provisions of the Housing and Development Act 1959;
 - (iii) revoke HDB's approval if there is a breach of the terms and conditions of this request;
 - (iv) approve or reject the request or revoke the approval to the Temporary Extension of Stay without giving any reasons whatsoever;
 - (v) inspect the Flat to verify the persons occupying or residing in the Flat;
 - (vi) revoke the approval for the Temporary Extension of Stay if it is granted as a result of any false information provided by the Buyers and/or Sellers; and
 - (vii) take legal action against the Buyers and/or Sellers jointly and severally if they had knowingly provided false information relating to the request for Temporary Extension of Stay.
- 8.4 Any approval by HDB to the private arrangement by the Buyers and Sellers for the Temporary Extension of Stay is without prejudice to HDB's right to take any action for infringement by the Buyers and/or Sellers and/or the authorised occupiers of the Flat under our Housing and Development Act 1959 and/or the terms of the Lease/Memorandum of Lease.
- 8.5. Any notice required to be served by HDB on the Flat owners shall be deemed to be sufficiently served if:-
- a. it is sent by ordinary or registered post to the Flat owners addressed to them at the Flat or the address given by Attorney/Administrator/Executor/Public Trustee/Committee/Deputy appointed by the Court, irrespective of whether the same is received or if it is returned undelivered; or
 - b. it is affixed to some conspicuous part of the Flat.

- 8.6 HDB shall have the right to rely on its own records and/or the records of any other relevant authorities to obtain or verify any information relating to or in connection with the request for the Temporary Extension of Stay. In this regard, HDB also reserves the right to write to and request information from all the Buyers and Sellers.
- 8.7. Words importing the singular number or the masculine gender herein shall include the plural number or the feminine gender where applicable.

CAUTION

It is an offence for any person to give HDB 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[^], taking over ownership of a flat[^] by way of transfer, being included as an essential occupier of a flat[^] 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.

([^]includes a unit to be bought under the Design, Build and Sell Scheme or the Executive Condominium Housing Scheme)

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.

NOTE: The Terms and Conditions for Temporary Extension of Stay by Flat Sellers after Resale Completion are current at the time of update.