

PARTICULARS & CONDITIONS OF TENDER

PROPOSED EXECUTIVE CONDOMINIUM HOUSING DEVELOPMENT

SITE : Tender offers are invited for the purchase of the Land Parcel at Tampines Street 62 for Executive Condominium Housing Development in the Republic of Singapore under the Executive Condominium Housing Scheme Act (Chapter 99A) 1997 Revised Edition and the regulations thereunder, as outlined on the Certified Plan No. 90526 and described as follows:-

Land Parcel / Location	Lot No./ Mk No.	Site Area (sq m)	Allowable Gross Floor Area (sq m)
Tampines Street 62	Lot 03206X Mk 29	23,799.2	Max: 59,498 Min : 53,549

CONDITIONS OF TENDER

1. Particulars of Tender

- 1.1 The Housing and Development Board (“the HDB”) is inviting offers for lease by tender the (“Tender Offer”) land specified in the foregoing particulars (“the said Land”) on behalf of the Government of the Republic of Singapore (“the Government”) subject to these present Particulars & Conditions of Tender and the Additional Conditions of Tender (Technical) referred to in Condition 1.2 hereof. In these present Particulars & Conditions of Tender where the context so admits the expression “HDB” includes the Government.
- 1.2 The said Land will be leased for a term of **ninety-nine (99) years** on the terms and conditions set out within the draft Building Agreement at **Appendix A**, the draft Lease at **Appendix B**, the Additional Conditions of Tender (Technical) at **Appendix C** and also subject to these present Particulars & Conditions of Tender.
- 1.3 The said Land is to be leased out as vacant land, possession of which shall be delivered to the Successful Tenderer upon full payment of his tender price (“the tender price”) in accordance with Condition 9 hereof. The Successful Tenderer shall accept the said Land on an “as is where is” basis as regards the matters mentioned in Condition 12 and in all other respects as at the date of delivery of possession of the said Land and the Successful Tenderer shall not at any time:
 - 1.3.1 withhold payment of any amount;
 - 1.3.2 object to or refuse the delivery of possession of the said Land to him;
 - 1.3.3 delay or refuse to observe or perform any of these present Particulars & Conditions of Tender or the Additional Conditions of Tender (Technical);
 - 1.3.4 require the HDB to remove any encroachment structure or thing present on or within the said Land.
- 1.4 The Successful Tenderer or the approved developer pursuant to Condition 6 of this Particulars & Conditions of Tender shall, subject to the terms of these Particulars & Conditions of Tender, Additional Conditions of Tender (Technical) and the Building Agreement, be granted a lease for the said Land for a term of ninety-nine (99) years commencing from the date of full payment of land premium by the Successful Tenderer or the approved developer on the terms and conditions specified in the draft Lease in **Appendix B** subject to any amendments or modifications as may be rendered necessary or as may be agreed upon between the parties hereto or as required by the Singapore Land Authority and/or the relevant competent authorities.

- 1.5 Each Tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of the draft Building Agreement, the draft Lease, these Particulars & Conditions of Tender, the Additional Conditions of Tender (Technical) including all additions, variations and amendments to any of the said documents and any plans, drawings, reports and other documents referred to, mentioned in or appended or annexed to these Particulars & Conditions of Tender, the Additional Conditions of Tender (Technical), made by the HDB prior to the closing date and time submission of Tender Offers as mentioned in Condition 3.2 below and notified to purchasers of the Tender Packet obtained directly from the HDB. All references herein to the draft Building Agreement, draft Lease, these present Particulars & Conditions of Tender, the Additional Conditions of Tender (Technical) shall be deemed to mean such documents as added to, varied or amended as aforesaid.
- 1.6 No error, omission or mis-statement in the Particulars & Conditions of Tender [including the draft Building Agreement, the draft Lease, the Additional Conditions of Tender (Technical) and any plans, drawings, reports or other documents referred to, mentioned in, appended or annexed thereto] shall invalidate any Form of Tender, Building Agreement or Lease executed in pursuance of these Particulars & Conditions of Tender by the Successful Tenderer nor shall the same discharge the Successful Tenderer from his contract or entitle him to any compensation whatsoever.
- 1.7 Notwithstanding anything in these Particulars & Conditions of Tender, the HDB shall have the absolute discretion to withdraw the invitation to offer for sale by tender at any time before the acceptance of the Successful Tenderer's Tender Offer without giving any reason or compensation whatsoever.

2. Tender Packet

- 2.1 The Tenderer shall pay Dollars One Hundred and Five (\$105/-) only for a "Tender Packet" containing the Tender Brief, the Conditions of Tender [containing the Particulars & Conditions of Tender, draft Building Agreement, draft Lease, the Additional Conditions of Tender (Technical), Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees, the Technical Information (containing all relevant technical plans & soil test report), Form of Tender, Submission Envelope and Enquiry Form.

3. Submission of Tender

- 3.1 All Tender Offers shall be submitted in the names of the Principals only. Tender Offers submitted in the names of the Principals and their nominees, or in the sole name of the nominees, or in the names of parties (including persons or corporations) who expressly declare themselves to be agents or attorneys for and on behalf of their Principals (notwithstanding the disclosure of the names or identities of their Principals at the time of submission of tenders) shall be liable to be disqualified at the absolute discretion of the HDB.
- 3.2 The Tenderer shall complete the Form of Tender and deposit the same under sealed cover marked "Form of Tender for the Lease of the **Land Parcel at Tampines Street 62 for the development of Executive Condominium Housing**" ("Tender Offer") in the Tender Box at HDB Procurement Office, Basement 1, HDB HUB, 480 Lorong 6 Toa Payoh, Singapore 310480, **between 9.00 am and 12.00 pm** on _____ ("Closing Date"). Any Tender Offer submitted by post or submitted after the said closing date and time for the submission of tenders will not be considered.
- 3.3 In the event that the Tenderer comprises two or more members ("the Joint Tender"), the following conditions will apply:

Each and every member of the Joint Tender must sign the Form of Tender before submitting the same.

If one or more members of the Joint Tender is/are unable to sign the Form of Tender, then, a Letter of Authorization must be signed by the same members authorizing another member of the Joint Tender to sign the Form of Tender on their behalf. The Letter of Authorization shall be submitted in the prescribed format as shown at **Appendix E**. A Letter of Confirmation jointly signed by all members of the Joint Tender and confirming the participation of all the members of the Joint Tender in the tender, must also be submitted with the Form of Tender. The Letter of Confirmation shall be submitted in the prescribed format as shown at **Appendix F**.

- 3.4 The Tenderer shall submit with his Tender Offer a deposit (the "tender deposit") amounting to at least **five percent (5%)** of the tender price of the said Land.
- 3.5 The tender deposit shall be made by way of Banker's Guarantee(s)/Insurance Guarantee(s) or Cashier's Order(s) or a combination of Banker's Guarantee(s), Insurance Guarantee(s) or Cashier's Order(s) drawn in Singapore Currency made out in favour of the "Housing & Development Board" and crossed "A/C Payee Only". The Tenderer shall write his name and address clearly on the reverse side of the Cashier's Order(s). The Banker's Guarantee(s)/Insurance Guarantee(s) shall be submitted in the prescribed form as shown in **Appendix G-1** (for single tenderer only or all Joint Tender members) or **Appendix G-2** (for a Joint Tender member only). For Joint Tenders, the names of all Joint Tender members must appear in the Banker's Guarantee(s)/Insurance Guarantee(s). Payment in cash or by cheque or any other means, save as provided herein, will not be accepted. If the Tenderer fails to comply with any of the conditions herein, the Tender Offer shall be disqualified.
- 3.6 Any Tender Offer submitted cannot be amended or withdrawn for any reason whatsoever and shall remain valid for a period of **16 weeks** from the said closing date or such longer period as may separately be agreed in writing between the Government and the Tenderer (the "Validity Period") for the submission of tenders.
- 3.6.1 If the Tenderer does not agree to extend the validity of his Tender Offer beyond the period of 16 weeks, his Tender Offer will lapse on the expiry of the said period, and if the tender is awarded after the said period, the Government reserves the right to accept any of the other Tender Offers whose validity has been extended beyond the 16 week-period by mutual agreement of the parties. The Tenderer shall have no claim whatsoever against the Government and/or HDB in relation to the matters mentioned in this Condition 3.6.1.
- 3.7 Without prejudice to Condition 23 and without prejudice to any other rights or remedies available to the HDB at law or in equity, if the Tenderer amends or withdraws his Tender Offer after the date and time for submission of tenders as mentioned in Condition 3.2 above, the HDB shall be entitled to forfeit the tender deposit and where tender deposit is made by guarantee, to invoke the terms of the guarantee. The HDB further reserves its right to claim all damages it may suffer arising from the breach of Condition 3.6. Save as aforesaid, the Banker's Guarantee(s)/Insurance Guarantee(s) and other form of deposit shall be returned to all unsuccessful tenderers within 16 weeks from the said closing date for submission of tenders and thereafter such unsuccessful tenderers shall have no claim whatsoever against the HDB.
- 3.8 The tender price of the said Land shall not be lower than the sum of Dollars _____ (\$_____). The HDB reserves the right to reject any tender in which the tender price is less than this amount.
- 3.9 The HDB reserves the right to reject the highest or any Tender Offer without giving any reason or compensation whatsoever.
- 3.10 Tender Offers submitted by the following categories of persons and companies will be disqualified and will not be considered:
- 3.10.1 persons under the age of 21 years;
- 3.10.2 persons and companies debarred by the Government and/or HDB from participating in tenders or auctions of the ministries and departments of the Government and statutory boards;

- 3.10.3 persons against whom court proceedings for bankruptcy have been commenced;
- 3.10.4 persons adjudicated bankrupt;
- 3.10.5 persons who are mentally disordered and incapable of managing themselves or their affairs;
- 3.10.6 companies against which court proceedings for winding up have been commenced or companies in liquidation;
- 3.10.7 companies placed under receivership and receiver appointed to manage their affairs;
- 3.10.8 companies placed under judicial management [or the management of a person duly appointed by a court or authority of competent jurisdiction at their respective place of incorporation or origin ("duly appointed person")] or for which application has been made for the appointment of judicial manager (or duly appointed person).

4. Acceptance of Tender

- 4.1 The Successful Tenderer shall be informed of the acceptance of his Tender Offer by letter sent to him by registered post to the address given in his Form of Tender. The acceptance of the Tender Offer is deemed to have been communicated to the Successful Tenderer the moment the Letter of Acceptance is posted by the HDB by registered post whether or not it is received by the Successful Tenderer.
- 4.2 In the event there are two or more Tender Offers submitted with the same highest tender price and the HDB has, after having evaluated all the Tender Offers submitted, assessed that either or any one of these highest Tender Offers may be accepted, the HDB shall on or before expiry of the Validity Period as defined in Condition 3.6 carry out a ballot of the highest Tender Offers to select one of them for acceptance. The tenderers who submitted these highest Tender Offers shall be invited to witness the ballot on such date and time as specified in the HDB's invitation to the tenderers. If any of these tenderers does not wish or is not able to attend to witness the ballot, the HDB shall carry out the ballot in the presence of two other parties as the HDB may select and who are not involved in any stage of the process for the tender of the said Land.

5. Requirement for Controlling Interest where Successful Tenderer carries out Development

- 5.1 Where the Successful Tenderer who will be signing the Building Agreement is a company or includes one or more companies, such company or each of such companies shall, except where the prior written consent of the HDB is obtained:
 - 5.1.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the date of the issue by the relevant competent authority of Temporary Occupation Permit or Permits for the whole of the development ("the TOP Date"). In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than 50%; and
 - 5.1.2 inform the HDB of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made up to the TOP Date.
- 5.2 If the Successful Tenderer who will be signing the Building Agreement is a company or includes one or more companies and if any of the shareholders of any such company as at the tender submission date is in turn also a company ("shareholder company"), such shareholder company shall, except where the prior written consent of the HDB is obtained:
 - 5.2.1 ensure that its shareholders as at the tender submission date hold and continue

to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than 50%; and

- 5.2.2 furnish to the HDB on or before signing of Building Agreement an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix H**.
- 5.3 Each of the companies mentioned in Condition 5.1 and 5.2 shall:
 - 5.3.1 within such time as notified supply to the HDB a list in writing of its shareholders, including the particulars of all the shares held by each shareholder and the value thereof as at the tender submission date and such list shall be certified to be correct by a director of the company; and
 - 5.3.2 when required by the HDB and in any event before signing of Building Agreement, supply to the HDB a list in writing of the shareholders then holding shares in its company, including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.
- 5.4 The Successful Tenderer shall comply with and ensure the compliance of the above mentioned requirements and such other requirements terms and conditions which the HDB may deem necessary to impose in connection with the same unless expressly otherwise allowed by the HDB.
- 5.5 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Condition 5.2 shall be deemed to be a breach by the Successful Tenderer of these Conditions of Tender and Clause 35 of the Building Agreement which shall entitle the LESSOR to exercise his rights and remedies set out therein.
- 5.6 This Condition 5 shall apply to the Successful Tenderer unless and until the HDB has given written consent for the Building Agreement to be signed by an approved developer under Condition 6, in which case the applicable terms and the obligations of the Successful Tenderer shall thereafter be governed by Condition 6 instead.

6. Option for Approved Developer to carry out Development and Requirement for Controlling Interest

- 6.1 The Successful Tenderer may with the prior written consent of the HDB:
 - 6.1.1 appoint another company, whether existing or newly formed, to carry out the said development and sign the Building Agreement in place of the Successful Tenderer; or
 - 6.1.2 together with one or more individuals or companies, whether as partners in an existing or newly formed partnership or otherwise, carry out the said development and sign the Building Agreement.

The person/s falling under Condition 6.1.1 or 6.1.2 shall be referred to as the “approved developer”.
- 6.2 Where the consent of the HDB is given, the Successful Tenderer shall ensure that it:
 - 6.2.1 in the case of Condition 6.1.1, holds a controlling interest of more than 50% of the shares in the appointed company and will continue to hold and retain such a controlling interest in the appointed company until the TOP Date;
 - 6.2.2 in the case of Condition 6.1.2, holds a controlling interest of a more than 50% share in the said land and the said development and will continue to hold and retain such a share until the TOP Date.
- 6.3 The HDB’s consent may be given subject also to such other terms, conditions and requirements as the HDB may deem necessary to impose.

- 6.4 Where the consent of the HDB is given, the Successful Tenderer shall procure and ensure that the approved developer signs the Building Agreement in accordance with these Conditions of Tender such as would make the approved developer bound by all the provisions in these Conditions of Tender and the Additional Conditions of Tender (Technical) as though it were the Successful Tenderer referred to therein.
- 6.5 Where the approved developer is a company in the case of Condition 6.1.1 and if the Successful Tenderer is a company or includes one or more companies, such last mentioned company or each of such last mentioned companies shall, except where the prior written consent of the HDB is obtained:
- 6.5.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. In this respect, it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than 50%; and
- 6.5.2 furnish to the HDB on or before signing of Building Agreement an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix H**.
- 6.6 Where the approved developer consists of the Successful Tenderer and other approved individuals and/or companies in the case of Condition 6.1.2 and if the Successful Tenderer is a company or includes one or more companies, such last mentioned company or each of such last mentioned companies shall, except where the prior written consent of the HDB is obtained:
- 6.6.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than 50%; and
- 6.6.2 inform the HDB of all transfers, allotments and acquisitions of shares, all changes of shareholders and their shareholdings made up to the TOP Date.
- 6.7 If the Successful Tenderer mentioned in Condition 6.6 is a company or includes one or more companies, and any of the shareholders in the company or any of the companies is, as at the tender submission date, also a company ("shareholder company"), such shareholder company shall, except where the prior written consent of the HDB is obtained:
- 6.7.1 ensure that its shareholders as at the tender submission date hold and continue to retain a controlling interest of more than 50% of the shares in the company until the TOP Date. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than 50%; and
- 6.7.2 furnish to the HDB on or before signing of Building Agreement an Undertaking executed under seal in the form and on such terms and conditions as set out in **Appendix H**.
- 6.8 Where the Successful Tenderer is a company or includes one or more companies, such company or each of such companies and also each of the shareholder companies mentioned in Condition 6.7 shall:
- 6.8.1 within such time as notified supply to the HDB a list in writing of the shareholders including the particulars of all the shares held by each shareholder and the value thereof as at the tender submission date and such list shall be certified to be correct by a director of the company; and
- 6.8.2 on or before signing of Building Agreement supply to the HDB a list in writing of the shareholders then holding shares in its company including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.

- 6.9 Where the approved developer is a company in the case of Condition 6.1.1, the Successful Tenderer shall ensure that the approved developer supplies, when required by the HDB and in any event before signing of Building Agreement, a list in writing of the shareholders then holding shares in its company including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director.
- 6.10 The Successful Tenderer shall comply with and ensure the compliance of the abovementioned requirements and such other requirements terms and conditions which the HDB may deem necessary to impose in connection with the same unless expressly otherwise allowed by the HDB.
- 6.11 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Condition 6.5 and 6.6 shall be deemed to be a breach by the Successful Tenderer of these Conditions of Tender and Clause 35 of the Building Agreement which shall entitle the LESSOR to exercise its rights and remedies set out therein.

7. Public Listed Company, Partnership and Sole Proprietorship

- 7.1 The provisions of Condition 5 and Conditions 6.5, 6.6, 6.7 and 6.8 shall not apply to a company that is a public listed company.
- 7.2 For the purposes of Conditions 5 and 6:
- 7.2.1 where a tender for the said land is submitted in the name of a partnership or sole proprietorship, the partners or sole proprietor, as the case may be, at the tender submission date, shall be deemed to be the tenderer and if such tender is accepted by the HDB, the Successful Tenderer;
- 7.2.2 shares of a company registered in the name of a partnership or sole proprietorship shall be deemed to be owned by the partners or sole proprietor as at the date of registration of such shares.

8. Bankruptcy, Merger, Liquidation, Reconstruction and Judicial Management

- 8.1 If at any time prior to completion of the said development (which shall be deemed to be completed only in accordance with Condition 13:
- 8.1.1 the Successful Tenderer, in the case of an individual, becomes bankrupt, enters into any composition with his creditors or has any execution proceedings taken against him pursuant to a court order or judgment (not under appeal) that remains unsatisfied;
- 8.1.2 the Successful Tenderer, in the case of a company, goes into liquidation, is placed under judicial management, enters into any composition with its creditors (except for the purposes of reconstruction as approved by the HDB), without the prior consent in writing of the HDB carries out any amalgamation or merger with any other company, or has any execution proceedings taken against it pursuant to a court order or judgment (not under appeal) that remains unsatisfied;

then the HDB may, without prejudice to any other rights or remedies available to it, exercise all the rights accruing as if the Successful Tenderer had been in breach of these Conditions of Tender, in particular the rights specified in Condition 22.

9. Payment of Tender Price and Signing of Building Agreement

- 9.1 The Successful Tenderer or the approved developer shall pay the tender price by Cashier's Order(s) (made payable to the Commissioner of Lands, SLA) to the HDB as follows:
- 9.1.1 Where the payment of the tender deposit or part thereof referred to in Condition 3.4 hereof is made by way of Banker's Guarantee(s)/Insurance Guarantee(s), the Successful Tenderer or the approved developer shall, within seven (7) days of the

date of acceptance of his tender, pay a sum equivalent to the said tender deposit, failing which the HDB shall be entitled to invoke the terms of the Banker's Guarantee(s)/Insurance Guarantee(s) referred to in Condition 3.5 hereof;

9.1.2 Within twenty-eight (28) days of the date of acceptance of his Tender Offer, pay twenty-five percent (25%) of the tender price (less the Tender Deposit mentioned in Condition 9.1.1); and

9.1.3 Within ninety (90) days of the date of acceptance of his Tender Offer, pay seventy-five percent (75%) of the tender price.

9.2 The Successful Tenderer or the approved developer shall sign the Building Agreement in duplicate within two weeks from the receipt and acceptance by the HDB of the payment in full of the tender price.

9.3 If the Successful Tenderer is made up of 2 or more members, each and every member shall sign the Building Agreement in accordance with Condition 9.2.

10. Delivery of Possession of Land

10.1 Vacant possession of the said Land shall be delivered to the Successful Tenderer upon the receipt by the HDB of full payment of the tender price mentioned under Condition 9.1.3.

10.2 Possession of the said Land shall be given to the successful tenderer by delivering to him a letter stating that possession of the said Land shall be deemed to be handed over to him with effect from such date as specified in the said letter.

10.3 The ninety-nine (99) year Lease of the said Land shall commence on the date of the receipt by the HDB of full payment of the tender price in accordance with Condition 9.

11. Submission of Plan

11.1 The Successful Tenderer or the approved developer shall conform and comply with the requirements of the relevant Competent Authorities before the submission of plans for formal consideration and endorsement by the HDB on behalf of the Government as landowner.

12. Description & Condition of Land

12.1 The said Land is believed and shall be taken to be correctly described as to its area or otherwise and is to be leased subject to all easements and rights (if any) subsisting thereon and moreover without any obligations on the part of the HDB to define the same respectively. The said Land is opened to inspection and may be viewed on application and each Tenderer shall be deemed to have tendered with full knowledge of the actual area and the conditions of the said Land and shall not raise any objection or requisition whatsoever in respect thereof.

12.2 Each Tenderer shall also be deemed to have notice of the actual state and other conditions of the said Land as regards access, ingress and egress, drainage, utility services easements, rights of way and all other encumbrances, structures or things, if any, affecting the said Land and shall not raise any objection or requisition whatsoever in respect thereof.

12.3 The Successful Tenderer or the approved developer may be required to divert some existing utility services such as pipes, cables, etc including, drains (opened or concealed), and the cost of such diversion (if any) shall be borne by the Successful Tenderer or the approved developer and shall be paid by him forthwith on demand to the Public Utilities Board, PowerGrid Ltd, other Public Utility Licensees or other relevant Competent Authorities.

13. Completion of Development

- 13.1 As soon as the Tenderer receives notice from the HDB that he has been successful in his tender he shall prepare and submit to the HDB for approval a Building Programme for the said development.
- 13.2 The Successful Tenderer or the approved developer shall at his own cost and expense construct and obtain Temporary Occupation Permit or Permits for the whole of the said development within sixty (60) months from the date of acceptance of the Tender Offer by the HDB.
- 13.3 The said Building Programme shall stipulate within the project completion period mentioned in Condition 13.2 above the respective dates for completion of the various stages of development (as set out in the draft Building Programme in **Appendix I**), and the date of obtaining the Temporary Occupation Permit or Permits thereafter subject to such amendments as the HDB may deem fit and the decision of the HDB shall be final.
- 13.4 The Successful Tenderer or the approved developer shall comply with these present Particulars & Conditions of Tender, the Additional Conditions of Tender (Technical) in the construction and completion of the said development. The said development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion in respect of the whole of the said development by the relevant Competent Authority.
- 13.5 The Successful Tenderer or the approved developer shall at all times at his own cost and expense ascertain, observe and comply with the following:
- 13.5.1 the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the said Land and / or the said development; and
- 13.5.2 all terms, conditions, requirements, directions, directives, notices and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the said Land and / or the said development.
- 13.6 Without affecting the generality of Condition 13.5, the conditions and requirements of all relevant Competent Authorities and Public Utility Licensees set out in the Additional Conditions of Tender (Technical) and the appendices thereto (to be complied with by the Successful Tenderer or the approved developer at his own cost and expense) are provided to tenderers for their information only. Whilst every care and attention has been taken in the compilation and preparation of these conditions and requirements, the HDB does not warrant that they constitute an exhaustive list of the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the development or that they are free from any errors or omissions. These conditions and requirements are subject to change by the relevant Competent Authorities and Public Utility Licensees and the onus lies on the Successful Tenderer or the approved developer to verify these conditions and requirements with HDB, the relevant Competent Authorities and Public Utility Licensees directly and comply with their current conditions and requirements.
- 13.7 A summary of the initial services requirements of the relevant Competent Authorities and Public Utility Licensees is set out in **Appendix D**. It serves only as an indication of the possible work involved with regards to services, and is by no means exhaustive or final.
- 13.8 In general, no structure shall be sited close to or over existing and proposed services. The Successful Tenderer shall comply with all requirements as stipulated by the relevant Competent Authorities and Public Utility Licensees.
- 13.9 The Government and HDB are not liable to any tenderer and tenderers shall not claim against the Government and/or HDB for any errors and/or omissions in and for any loss suffered by any tenderer arising directly or indirectly from the reference to, usage of and/or reliance on the contents of these Particulars and Conditions of Tender, the Additional Conditions of Tender (Technical), the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees and the appendices thereto.

14. CONQUAS Assessment

14.1 Prior to the commencement of construction works, the Successful Tenderer or the approved developer shall engage the Building & Construction Authority ("BCA") to assess the quality of the construction of the said development. In connection therewith, the BCA may apply the Construction Quality Assessment System ("CONQUAS") or any other systems as it shall deem fit to assess the said development and the Successful Tenderer or the approved developer shall comply with all the requirements as may be imposed by BCA for such assessment. The Successful Tenderer or the approved developer shall also pay all requisite fees and charges thereby imposed by BCA.

15. Signboard

15.1 The HDB shall be deemed to be authorised by the Successful Tenderer or the approved developer to put up on the said Land a signboard or signboards in such form and in such manner and at such place or places as may be determined or prescribed by the HDB and the Successful Tenderer or the approved developer shall not remove the said signboard or signboards without the prior written consent of the HDB and shall maintain and keep maintaining the signboard or signboards in good condition. The Successful Tenderer or the approved developer shall be liable for any damage to property or injury to persons (if any) that may arise in respect of the maintenance of the said signboard or signboards and shall indemnify the HDB and all other relevant Competent Authorities against any liability or claim in respect of any such damage or injury whether arising out of any statute or at common law.

15.2 The Successful Tenderer or the approved developer shall at his own expense remove the signboard at or before the expiry of the licence to put up the signboard. The Successful Tenderer or the approved developer shall indemnify the HDB and be liable for any penalty imposed by the Building & Construction Authority (BCA) for failing to remove the signboard within the stipulated period.

16. Cadastral Survey

16.1 The cadastral survey of the said Land & the balance lot(s) has been carried out by a land surveyor registered with the Land Surveyors Board under the Land Surveyors Act (Cap. 156) in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules. The surveyed area shown in Certified Plan No. 90526 approved by the Chief Surveyor shall be adopted for the Lease of the said Land.

The Successful Tenderer or the approved developer shall pay the HDB the sum of \$9,916.42 being the fees, costs and disbursements in connection with the carrying out of cadastral survey of the said Land and the balance lot (s) together with GST of \$694.15 without demand within twenty-eight (28) days after the acceptance of tender.

16.2 For the avoidance of doubt, the HDB shall not be responsible in any way for any negligence, error or omission whatsoever on the part of the land surveyor in carrying out the cadastral survey of the said land or for any error or inaccuracy whatsoever in any cadastral survey plan or any other plan which is prepared or provided by the land surveyor in respect of the said land.

17. Amendment of Boundary

17.1 Notwithstanding anything herein, the HDB reserves the right to re-define in any way it deems fit any boundary of the said Land as may be indicated on any plan including the Site Plan, Certified Plan, Topographical Survey Plan and Services Plan contained in the Tender Packet as mentioned in Condition 2.1 above at any time whether before/on/during or after the closing date and time for submission of tenders as mentioned in Condition 3.2 above without prior notice.

17.2 Each Tenderer including the Successful Tenderer or the approved developer (if any) shall be bound with full notice and knowledge of any re-defined boundary as may be declared or notified to him in a written notice by the HDB and shall be taken to have accepted any re-defined boundary of the said Land.

18. Cost and Expenses

18.1 The Successful Tenderer or the approved developer shall forthwith pay on demand:-

18.1.1 all Singapore Land Authority fees, cost of preparation of plans and subdivision fees in respect of the said Land and the balance lot(s) affected by the subdivision of the said Land and other costs and expenses incidental thereto or arising therefrom and all stamp duties, registration fees and sealing fees payable in respect of the Lease and all other expenses incurred or to be incurred in connection with the preparation, completion and/or registration of the Building Agreement and the Lease and matters incidental thereto or arising therefrom; and

18.1.2 all costs and fees legal or otherwise including costs as between solicitor and client in connection with the enforcement by the HDB and/or the Government of the covenants and conditions of the Building Agreement and the Lease.

19. Goods and Services Tax

19.1 Unless otherwise stated, all sums payable under these Particulars & Conditions of Tender shall be exclusive of Goods and Services Tax. Each Tenderer, the Successful Tenderer or the approved developer shall pay whatever amounts of Goods and Services Tax chargeable in relation to the lease of the said Land under the terms of these Particulars & Conditions of Tender and the supply of any goods and services by or on behalf of the HDB to each Tenderer, the Successful Tenderer or the approved developer. Each Tenderer, the Successful Tenderer or the approved developer shall indemnify the HDB and the Government against Goods and Services Tax chargeable in respect of any such sums payable by the Tenderer, the Successful Tenderer or the approved developer under the terms of or in connection with these Particulars & Conditions of Tender or in respect of any payment made by the HDB or the Government where the Tenderer, the Successful Tenderer or the approved developer hereby agrees in these Particulars & Conditions of Tender to reimburse the HDB or the Government for such payment.

20. Non-Assignment, Mortgage Etc.

20.1 Subject to sub-clauses 20.1.1 to 20.1.4 and clause 20.2 below, during the period of the Building Agreement or before the said development is completed, the Successful Tenderer or the approved developer shall not assign demise mortgage or part with the benefit of the said Building Agreement nor shall the Successful Tenderer or the approved developer demise, mortgage, charge, assign, sublet or part with the possession of the said Land or any part thereof without the prior written consent of the HDB, which consent may be given or withheld at its absolute discretion. The HDB reserves the right to impose any terms and conditions as it shall in its entire and unfettered discretion deem fit and which terms and conditions shall include the levy of a fee. Section 17 of the Conveyancing and Law of Property Act (Chapter 61) shall not apply.

20.1.1 The Successful Tenderer or the approved developer may only sell residential units comprised in the said development:

- (i) after fifteen (15) months from the tender acceptance date; or
 - (ii) after the completion of the foundation work of the said development,
- whichever is the earlier, subject to the prior written consent of the HDB.

- 20.1.2 For the purpose of obtaining the written consent of the HDB to sell the residential units, the Successful Tenderer or the approved developer shall submit to the HDB a duly completed application form as set out at **Appendix K** and, additionally, for the purpose of Condition 20.1.1(ii), a letter from the architect of the development as set out at **Appendix L**, certifying that the foundation work of the said development has been completed. HDB's consent may be given or withheld at its absolute discretion. HDB reserves the right to impose any terms and conditions as it shall in its entire and unfettered discretion deem fit, which terms and conditions shall include the levy of a fee.
- 20.1.3 For the purpose of Conditions 20.1.1 and 20.1.2, 'foundation work' shall mean the laying of piles and pile caps or, where spread footing or raft foundation is used in place of piling, the laying of the footing or raft as the case may be to all areas of the said development including but not limited to public auxiliary rooms and carparks.
- 20.1.4 For the purpose of Clauses 20.1.1 and 20.1.2 (and without prejudice to the applicability of clause 20.2, below), "sell" shall include (but is not limited to) any action taken by the Successful Tenderer or the approved developer or its duly authorised agents to facilitate (whether directly or indirectly), the collation of information on potential purchasers (e.g. by issuing "Expressions of Interest" or other documents in similar vein to such potential purchasers or other members of the public), reservation, booking or sale (through soft-launches or otherwise) of any of the residential units in the said development (with or without a view to facilitating a purchase or acquisition of interest, beneficial or legal, in any of the residential units), and regardless of whether this takes place with or without monetary consideration, orally or in writing, or via legally binding legal documents or otherwise.
- 20.2 For the purpose of Clause 20.1 (including, sub-clauses 20.1.1 to 20.1.4, above) the receipt of money, cashier's order, cheque or Banker's Guarantee / Insurance Guarantee by the Successful Tenderer or the approved developer from any person, firm or corporation for the purpose of booking or reserving with a view to purchasing, acquiring or leasing or as deposit under the terms of an option to purchase, acquire or to lease the said Land, building or any part thereof shall be deemed to be a breach of the said clause, unless the said prior written approval of the HDB has been duly obtained.
- 20.3 For the purpose of Condition 20.1, the receipt of money or Banker's Guarantee(s)/ Insurance Guarantee(s) by the Successful Tenderer or the approved developer from any person, firm or corporation for the purpose of booking or reserving with a view to purchasing or leasing or as deposit under the term of an option to purchase or to lease the said Land or any part thereof shall be deemed to be a breach of Condition 20.1.

21. Building Agreement Forms Part of Particulars & Conditions of Tender

- 21.1 The Successful Tenderer or the approved developer shall in addition to these Particulars & Conditions of Tender comply with the Additional Conditions of Tender (Technical), Building Agreement and the Lease. Notwithstanding that the said new company is named the LESSEE in the Building Agreement and the Lease, the Successful Tenderer together with the approved developer shall be jointly and severally liable for the said approved developer's breach of any provision of the Building Agreement or the Lease.
- 21.2 Each tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of the Building Agreement, Lease, these present Particulars & Conditions of Tender and the Additional Conditions of Tender (Technical).

PROVIDED HOWEVER that if there is any conflict between the provisions of the Building Agreement and these Particulars & Conditions of Tender or the Additional Conditions of Tender (Technical) the provisions of the Building Agreement shall have overriding effect.

22. Breach

- 22.1 If the Successful Tenderer or the approved developer shall for whatever reason fail to sign the Building Agreement within fourteen (14) days from the date of payment of the tender price of the said Land in full or to observe or perform or fail to ensure the due performance of any of the terms of the Particulars & Conditions of Tender the HDB shall forfeit the tender deposit submitted together with the Tender Offer and all other moneys paid under the provisions hereof, which shall thereupon belong to the HDB.
- 22.2 The HDB shall also be entitled to re-dispose of the said Land and any interest therein in the said development (whether construction thereof has commenced or not) as if the Successful Tenderer or the approved developer has never submitted a Tender Offer for the said Land.
- 22.3 For the purpose of re-disposal pursuant to Condition 22.2 above, re-disposal may be by public auction, private treaty or tender subject to such conditions and in such manner as the HDB may think fit and the deficiency in the proceeds (if any) arising from such re-disposal or attempted re-disposal shall be made good and paid for by the Successful Tenderer and/or the approved developer to the HDB and shall be recoverable by the HDB against the Successful Tenderer or the approved developer as damages but any increase of proceeds on a re-disposal shall belong to the HDB absolutely.

23. Debarment

- 23.1 Without prejudice to any right of action or other remedy which the Government and/or the HDB may have or any proceedings, civil or criminal, which the Government and/or the HDB may decide to initiate or take:-
- 23.1.1 the Government and/or the HDB shall debar the Successful Tenderer or the approved developer and any Tenderer that is found guilty of corruption, regardless of the amount involved, from participating in all future tenders and auctions of the Ministries and Departments of the Government and Statutory Boards for a minimum period of five years;
- 23.1.2 the Government and/or the HDB reserve the right to debar the Successful Tenderer or the approved developer formed pursuant to Condition 6 hereof, as the case may be, from participating in all or any future tenders and auctions of the Ministries and Departments of the Government and Statutory Boards for such period as the Government and/or the HDB may at their discretion determine for any failure on the part of the Successful Tenderer or the approved developer, as the case may be, to observe or perform any of the terms and conditions contained or referred to in these present Particulars & Conditions of Tender, the Building Agreement, Lease and the Additional Conditions of Tender (Technical) or for giving false information, abandonment or breach of contract; and
- 23.1.3 the Successful Tenderer or the approved developer, as the case may be, shall on demand pay such amount as the Government and/or the HDB may determine as compensation for any loss and damage that may be suffered, directly or indirectly, by the Government and/or the HDB as a result of any non-observance or breach mentioned in condition 23.1.2 on the part of the Successful Tenderer or the approved developer, as the case may be, or the employees or agents of the Successful Tenderer or the approved developer.

24. Additional Conditions

- 24.1 Notwithstanding these stipulated Particulars & Conditions of Tender, the Successful Tenderer or the approved developer shall at all times adhere to any additional conditions which may be stipulated in respect of the Lease of the said Land and the said development proposed thereon.

25. Indemnity

25.1 The Successful Tenderer or the approved developer shall be solely liable for and shall indemnify and keep indemnified the HDB and the Government in respect of all losses, damages, injuries, claims or demands which may arise, whether directly or indirectly under the terms of or in connection with the Lease or the Building Agreement.

26. Contracts (RIGHTS OF THIRD PARTIES) ACT NOT APPLICABLE

26.1 A person who is not a party to the resultant contract between HDB and the Successful Tenderer or the approved developer formed pursuant to Condition 6 hereof, shall have no rights whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

27. Headings

27.1 The headings to these clauses in the Particulars & Conditions of Tender are inserted for convenience only and shall not be deemed to be a part of the clauses or be taken into consideration in the interpretation or construction thereof.

**DRAFT
BUILDING AGREEMENT**

AN AGREEMENT made the _____ day of _____ 20__ between

(1) the President of the Republic of Singapore and his Successors in Office ("the LESSOR") of the one part

AND

(2) _____
Singapore _____ ("the LESSEE" which expression shall where the context so admits include its successors and assigns) of the other part.

1 WHEREAS

1.1 The LESSEE has been appointed under Section 4 of the prevailing edition of the Executive Condominium Housing Scheme Act (Chapter 99A) and the regulations made thereunder ("ECHS Act") to develop and sell housing accommodation on the land more particularly described in the First Schedule hereto ("the said Land") under the executive condominium housing scheme established under Section 3 (1) of the ECHS Act ("the executive condominium housing scheme").

1.2 The LESSEE has agreed at the LESSEE's own cost and expense to build on the said Land a substantial building or buildings for the executive condominium housing development ("the said Buildings") in accordance with the terms and conditions hereinafter referred to.

1.3 The LESSOR has agreed to grant to the LESSEE a State Lease of the said Land for a term of **ninety-nine (99) years** computed from the _____ day of _____ 20__ ("the said term") subject to payment by the LESSEE of the sum of Dollars _____ (\$ _____) ("the said tender price"), the receipt whereof the LESSOR hereby acknowledges, and to the terms and conditions exceptions easements and reservations contained in or referred to in the State Lease and subject further to the provisions contained in the prevailing edition of the State Lands Act (Chapter 314) and the ECHS Act and any amendments made thereto except that no royalty shall be reserved to the LESSOR under Section 7(1)(a) of the said State Lands Act for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle ("Excluded Mines and Minerals") found in or upon the said Land if the Excluded Mines and Minerals is removed, extracted or excavated by the LESSEE for the purpose of the said development referred to herein and the said removal, extraction or excavation is directly incidental to and reasonably necessary for the said development.

1.4 It has also been agreed that the LESSEE will execute the said ninety-nine (99) years Lease of the said Land which Lease is to be substantially in the form set out in the Third Schedule hereto subject to any amendments or modifications as may be rendered necessary or as may be agreed upon between the parties hereto or as required by the Singapore Land Authority and/or the relevant Competent Authorities.

2 NOW IT IS HEREBY AGREED AS FOLLOWS:

2.1 In this Agreement, unless the context otherwise requires:

2.1.1 "building unit" means the individual building unit within the said Buildings;

2.1.2 "BCA" refers to the Building & Construction Authority, a body corporate incorporated under the Building & Construction Authority Act (Act 4 of 1999);

- 2.1.3 "CPF" refers to the Central Provident Fund established under the Central Provident Fund Act (Chapter 36);
- 2.1.4 "project completion period" means the period of 60 months commencing from the date of the acceptance of the tender by the HDB;
- 2.1.5 "development" means the development of the said Buildings under the executive condominium housing scheme;
- 2.1.6 "minimum occupation period" shall have the same meaning as in the ECHS Act;
- 2.1.7 "MINISTER" means the Minister for National Development or any of his duly appointed officers or agents;
- 2.1.8 "relevant authority" means any person or body corporate established under any written law authorized by the MINISTER to determine the prevailing value of a building unit under the Executive Condominium Housing Scheme (Compensation and Order of Priority) Regulations 1996;
- 2.1.9 "Sale and Purchase Agreement" means the sale and purchase agreement entered into between the LESSEE and any purchaser of a building unit;
- 2.1.10 "said area" refers to the area of the said Land as specified in the First Schedule;
- 2.1.11 "HDB" refers to the Housing and Development Board, a body incorporated under the Housing and Development Act (Chapter 129).
- 2.2 Words importing the masculine shall include the feminine and words in the singular shall include the plural and vice versa. Words importing a person shall include a firm or corporation.
- 2.3 The Schedules to this Agreement shall be treated as an integral part of this Agreement and shall be subject to the terms of this Agreement for all purposes.

3 The LESSEE hereby agrees to observe the following:-

- 3.1 The said Land shall be developed in accordance with plans approved or to be approved by the Competent Authority under the prevailing edition of the Planning Act (Chapter 232) for the purpose of **Executive Condominium Housing Development** ("the said development") with a permissible total gross floor area not exceeding 59,498 square metres but not less than 53,549 square metres.
- 3.2 The said development shall be constructed and completed and thereafter used and remain at all times in compliance with the provisions of Clause 3.1 unless a variation or change thereof is approved in writing by the LESSOR, which approval may be given subject to such terms and conditions as the LESSOR may impose and provided that where such variation or change will in the opinion of the LESSOR result in an enhancement of the value of the said Land, the LESSEE shall pay the LESSOR within such time as may be specified by way of differential premium such amount as the LESSOR may determine as the amount representing the enhanced value of the said Land.
- 3.3 For the purpose of Clause 3.2, the enhanced value of the said Land shall be determined by the LESSOR with reference to the date of the grant of Provisional Permission by the Competent Authority under the prevailing edition of the Planning Act for the variation or change of Clause 3.1 that requires the LESSOR's approval.
- 3.4 No work or development in respect of any variation or change to the provisions of Clause 3.1 that requires the LESSOR's approval may be effected, implemented or carried out unless the prior approval in writing of the LESSOR in respect thereof is obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of differential premium payable under Clause 3.2 is paid to the LESSOR.

4 The LESSEE hereby agrees to observe and perform the following:-

4.1 The LESSEE shall submit to the LESSOR and the relevant Competent Authorities for their approval:-

4.1.1 layout plans of the said development proposed to be erected on the said Land in accordance with the requirements of the LESSOR and the relevant Competent Authorities appointed under Section 5 of the prevailing edition of the Planning Act (Chapter 232) and the Building Control Act (Chapter 29) and all other laws and regulations applicable thereto for the time being in force which approval the LESSOR or the relevant Competent Authorities may either give or refuse at their absolute discretion; and

4.1.2 full and complete plans, elevations and specifications of the said Buildings to be erected on the said Land in accordance in every way with the layout approved by the LESSOR and the relevant Competent Authorities and also in accordance with the provisions of the said Planning Act and Building Control Act (including all amendments made thereto) and all other laws and regulations applicable thereto for the time being in force.

PROVIDED THAT if the LESSEE wishes to make any deviation or alteration in the said plans submitted under sub-clauses 4.1.1 and 4.1.2 hereof after approval has been granted by the LESSOR and/or the relevant Competent Authorities, the LESSEE shall submit such amendment plans to the LESSOR and/or the relevant Competent Authorities for their approval and such approval if granted shall be subject to such terms and conditions as the LESSOR and/or the relevant Competent Authorities may think fit including but not limited to the payment of such charges as the LESSOR may impose.

4.2 The LESSEE (and his architect) shall comply with the following:

4.2.1 ensure that the maximum strata area of each EC unit in the EC development is no bigger than 160 square metres; and

4.2.2 furnish to the HDB, prior to or together with the submission of Development Control (DC) plans for Written Permission (WP) and building plans for its endorsement on behalf of the Government as landowner, an Undertaking executed under seal in the form and on such terms and conditions as set out at **Appendix M**.

4.3 The LESSOR shall be deemed to be authorized by the LESSEE to put up on the said Land a signboard or signboards in such form and in such manner and at such place or places as may be determined or prescribed by the LESSOR and the LESSEE shall not remove the said signboard or signboards without the prior written consent of the LESSOR and shall maintain and keep maintaining the said signboard or signboards in good condition. The LESSEE shall be liable for any damage to property or injury to persons (if any) that may arise in respect of the maintenance of the said signboard or signboards and shall indemnify the LESSOR, the Government of the Republic of Singapore ("Government") and all relevant Competent Authorities against any liability or claim whether arising out of any statute or at common law in respect of any such damage or injury. The LESSEE shall at its own expense remove the signboard at or before the expiry of six (6) months from the date of licence to put up the signboard. The LESSEE shall indemnify the HDB and be liable for any penalty imposed by the Building & Construction Authority (BCA) for failing to remove the signboard within the stipulated period.

4.4 Prior to the commencement of the construction works, the LESSEE shall engage the BCA to assess the quality of the construction of the said development. In connection therewith, the BCA may apply the Construction Quality Assessment System ("CONQUAS") or any other systems or standards as it shall deem fit to assess the said development and the LESSEE shall comply with all the requirements as may be imposed by BCA for such assessment. The LESSEE shall also pay all requisite fees and charges thereby imposed by BCA.

- 4.5 The LESSEE shall commence work on the erection of the said Buildings only after the said plans, elevations and specifications have been approved by the LESSOR and the relevant Competent Authorities.
- 4.6 The LESSEE shall also at its own expense construct and complete the said development on the said Land in accordance with the approved plans, elevations and specifications submitted. The said development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion by the relevant Competent Authorities.
- 4.7 The LESSEE shall at his own cost and expense ascertain, observe and perform all obligations in respect of the said Land and the said Buildings which arise from the following:
- 4.7.1 the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the said Land and/or the said Buildings; and
- 4.7.2 all terms, conditions, requirements, directions, directives, notices and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the said Land and/or the said Buildings.
- 4.8 The LESSEE shall at his own cost and expense construct and obtain Temporary Occupation Permit or Permits for the said development within sixty (60) months from the ___ day of _____ 20__ (“the Project Completion Period”).
- 4.9 Subject to sub-clauses 4.9.1 to 4.9.4 and clause 4.10 below, during the currency of this Agreement or before the said development is completed, the LESSEE shall not assign demise mortgage or part with the benefit of this Agreement nor shall the LESSEE demise, mortgage, charge, assign, sublet or part with the possession of the said Land or any part thereof without the prior written consent of the LESSOR, which consent may be given or withheld at its absolute discretion. The LESSOR reserves the right to impose any terms and conditions as it shall at its entire and unfettered discretion deem fit and which terms and conditions shall include the levy of a fee. For the purpose of this sub-clause, the receipt of money or Banker’s Guarantees/ Insurance Guarantees by the LESSEE from any person, firm or corporation for the purposes of booking or reserving with a view to purchasing or leasing or as deposit under the terms of an option to purchase or to lease the said Land or any part thereof shall be deemed to be a breach of this sub-clause.
- 4.9.1 The LESSEE may only sell the residential units comprised in the said development:
- (i) after fifteen (15) months from the tender acceptance date; or
- (ii) after the completion of the foundation work of the said development,
- whichever is the earlier, subject to the prior written consent of the Lessor.
- 4.9.2 For the purpose of obtaining the written consent of the Lessor to sell the residential units, the Lessee shall submit to the Lessor a duly completed application form as set out at **Appendix K** and, additionally, for the purpose of Clause 4.9.1(ii), a letter from the architect of the development as set out at **Appendix L**, certifying that the foundation work of the said development has been completed. The Lessor’s consent may be given or withheld at its absolute discretion. The Lessor reserves the right to impose any terms and conditions as it shall in its entire and unfettered discretion deem fit, which terms and conditions shall include the levy of a fee.
- 4.9.3 For the purpose of Clauses 4.9.1 and 4.9.2, ‘foundation work’ shall mean the laying of piles and pile caps or, where spread footing or raft foundation is used in place of piling, the laying of the footing or raft as the case may be to all areas of the said development including but not limited to public auxiliary rooms and carparks.
- 4.9.4 For the purpose of Clauses 4.9.1 and 4.9.2 (and without prejudice to the applicability of clause 4.10, below), “sell” shall include (but is not limited to) any

action taken by the LESSEE or its duly authorised agents to facilitate (whether directly or indirectly), the collation of information on potential purchasers (e.g. by issuing "Expressions of Interest" or other documents in similar vein to such potential purchasers or other members of the public), reservation, booking or sale (through soft-launches or otherwise) of any of the residential units in the said development (with or without a view to facilitating a purchase or acquisition of interest, beneficial or legal, in any of the residential units), and regardless of whether this takes place with or without monetary consideration, orally or in writing, or via legally binding legal documents or otherwise.

- 4.10 For the purpose of Clause 4.9 (including, sub-clauses 4.9.1 to 4.9.4, above) the receipt of money, cashier's order, cheque or Banker's Guarantee / Insurance Guarantee by the LESSEE from any person, firm or corporation for the purpose of booking or reserving with a view to purchasing, acquiring or leasing or as deposit under the terms of an option to purchase, acquire or to lease the said Land, building or any part thereof shall be deemed to be a breach of the said clause, unless the said prior written approval of the Lessor has been duly obtained.
- 4.11 The LESSEE shall not without the prior written consent of the LESSOR during the currency of this Agreement or before the said development is completed amalgamate or merge with any other company corporation firm or any other party or go into voluntary liquidation or reconstruction of its company or commit or do any acts or things so as to cause compulsory winding up proceedings to be taken against its company and shall also not, without the prior written consent of the LESSOR, sell transfer assign exchange or allot any of its shares to any other company corporation firm or party and if such consent is granted it shall be subject to such terms and conditions as the LESSOR may think fit to impose.
- 4.12 The LESSEE shall supply to the LESSOR in writing a list of the shareholders then holding shares in its company including particulars of all the shares held by each particular shareholder and the value thereof and such a list shall be certified to be correct by a Director of the company.
- 4.13 The LESSEE shall not at any time deposit, make up or manufacture or permit or suffer to be deposited or made up or manufactured upon the said Land any building materials or other materials except such as shall be required for the buildings to be erected thereon in accordance with this Agreement. Immediately upon the respective completions of the said development, the LESSEE shall at his own expense remove from the said Land respectively all such building and other materials and rubbish whatsoever.
- 4.14 The LESSEE shall as soon as the said Buildings shall have reached a height of two (2) metres above the ground level insure the same to the full value thereof in the joint names of the LESSEE and the LESSOR against loss or damage by fire or such other risks as the LESSOR considers desirable to be insured against with some insurance company approved by the LESSOR and shall increase such insurance to the satisfaction of the LESSOR as the said Buildings approach completion and shall keep the same so insured from time to time and make all payments necessary for the above purpose on the premium due date and shall whenever required produce to the LESSOR the policy or policies of such insurance and the receipt or receipts for each payment and shall cause all moneys received by virtue of any such insurance to be forthwith laid out in re-building or reinstating the said Buildings and make up any deficiency out of its own moneys;

PROVIDED ALWAYS that if the LESSEE shall at any time fail to keep the said Buildings insured as aforesaid, the LESSOR may do all things necessary to effect or maintain such insurance and any moneys expended by it for that purpose shall be repayable by the LESSEE on demand and be recoverable forthwith from the LESSEE as debt due to the LESSOR.

- 5 Within one (1) month from the _____ day of _____ 20__, the LESSEE shall erect or cause to be erected a continuous hoarding all round the boundary of the said Land and shall maintain the hoarding in good condition until the completion of the said development.
- 6 No person shall occupy, reside in or make use of the said Buildings unless with the approval in writing of all relevant Competent Authorities.

- 7 Until the completion of the said development in accordance with the stipulations hereinbefore contained, the LESSOR, its officers, agents or any person or persons authorized by the LESSOR with or without workmen and others and with or without tools and equipment shall have the right at all reasonable times to enter upon the said Land or construction site of the said Buildings to view the state and progress of the construction of the said development and for any other reasonable purpose including the construction, repair or cleaning by or on behalf of the LESSOR of any sewer or drain on or leading from any adjoining or neighbouring land of the LESSOR and also to carry out any works in relation to the supply of utilities and/or services for any of the adjoining properties.
- 8 The LESSEE shall perform and observe all the duties and obligations in respect of the said development as set out in the Second Schedule hereto. Without prejudice to the foregoing, the MINISTER may upon notice given to the LESSEE amend, delete, alter, modify or substitute any of the duties and obligations set out in the Second Schedule and the LESSEE shall be bound to perform such duties and obligations.
- 9 The building units shall be sold in accordance with the ECHS Act and any directions as may be issued by the MINISTER from time to time. Clauses which appear in the prescribed form Option to Purchase (OTP) and Sale and Purchase Agreement (SNP) in the Housing Developers Rules (HDR) which are relevant will have to be incorporated in the EC OTP and SNP in so far as they are applicable except for the following:
- (i) the amount to be forfeited under Clause 7 of the SNP in the event of an annulment due to repudiation by the Purchaser shall be 5% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser.
 - (ii) the amount to be forfeited under Clause 19 of the SNP in the event of a termination due to non-compliance with the ECHS Act by the Purchaser shall be 5% of the Purchase Price from the instalments (excluding interest) previously paid by the Purchaser.

The development and the building units shall also be sold in accordance with the Housing Developers (Control and Licensing) Act and its subsidiary legislation (where relevant). The LESSEE shall be bound to comply with any amendments which may be made to the aforementioned legislation after the acceptance of this tender.

- 9.1 Without prejudice to the applicability of all other prevailing eligibility conditions related to the purchase of an EC unit, the LESSEE (and his architect) is required to:
- 9.1.1 give an indicative number of dual-key EC units in the development when plans for endorsement of Provisional Planning are submitted to HDB;
 - 9.1.2 furnish to the HDB, prior to, or together with the submission of Development Control (DC) plans for Written Permission (WP) and building plans for its endorsement on behalf of the Government as landowner, an Undertaking executed under seal and in the form and on such terms and conditions as set out in **Appendix N** setting out clearly the confirmed number of dual-key EC units;
 - 9.1.3 ensure that all dual-key EC units (as defined at footnote 2 of **Appendix N**) are sold to multi-generation families only (as defined at footnote 4 of **Appendix N**); and
 - 9.1.4 If at any point of time, it is discovered that there is a dual-key unit within the EC development which has not been declared in the Undertaking set out at **Appendix N**, the Minister may require the LESSEE to take such remedial action as required in the circumstances and the LESSEE will comply with the same.
- 10 The LESSEE shall launch for sale all the building units in the said development within twenty-four (24) months from the date of commencement of the said term or such extended period as the MINISTER may allow.
- 11 In the event that any of the building units is not sold upon the expiry of the minimum occupation period, the LESSEE shall grant to the MINISTER the first option to purchase the building unit at the original sale price or prevailing market value as determined by the relevant authority, whichever is the lower. If the MINISTER does not exercise the option within three (3) calendar months from the receipt of the option, the LESSEE may proceed to sell the building unit to its own buyer subject

to the buyer being eligible to purchase the building unit under the prevailing eligibility conditions prescribed in the Executive Condominium Housing Scheme (Eligibility) Regulations.

- 12 The LESSEE shall not sublet or allow any person to reside in any unsold building unit without the prior written consent of the MINISTER.
- 13 Prior to the expiry of the minimum occupation period, the LESSEE shall grant consent to the purchasers of the building units for the mortgage of the building units subject to the following terms and conditions or such other terms and conditions as may be imposed by the MINISTER from time to time:
 - 13.1 The Mortgagee shall hold the mortgaged property subject to the rights and powers of the LESSEE under the Sale and Purchase Agreement and the provisions of the prevailing edition of the ECHS Act including the rules and regulations made thereunder.
 - 13.2 The Mortgagee shall not exercise its power of sale at any time prior to the expiry of the minimum occupation period unless and until the Mortgagee has given an option to the MINISTER to purchase the mortgaged property at the original sale price plus accrued interest on the moneys disbursed from the purchasers' CPF accounts or the prevailing market value as determined by the relevant authority, whichever is lower. When exercising the option, the MINISTER reserves the right to direct the Mortgagee to sell the mortgaged property to any person(s) nominated by the MINISTER.
 - 13.3 In the event that the MINISTER does not exercise the option within two (2) calendar months from the date of the MINISTER's receipt of the option, the Mortgagee may subject to the MINISTER's prior written consent, proceed to sell the mortgaged property to its own buyer, provided such buyer is eligible to purchase under the prevailing eligibility conditions prescribed in the Executive Condominium Housing Scheme (Eligibility) Regulations.
 - 13.4 Upon the sale of the mortgaged property, the Mortgagee shall distribute the proceeds of sale in accordance with the order of priority as set out in the Executive Condominium Housing Scheme (Compensation and Order of Priority) Regulations except that Rule 4(c) does not apply.
- 14 The LESSEE shall collect the penalties prescribed under the Executive Condominium Housing Scheme (Penalties) Regulations 1996 from such purchaser as and when directed by the MINISTER.
- 15 The LESSEE shall deliver the penalties to the MINISTER within thirty (30) days of the receipt of the same from the purchaser concerned, failing which the LESSEE shall be liable to pay interest on the accrued amount at the prevailing rate of interest stipulated by the MINISTER.
- 16 The LESSEE shall keep the MINISTER informed of any alleged or actual infringements of the prevailing edition of the ECHS Act, the Application for the Purchase of an EC unit, Option to Purchase, Sale and Purchase Agreement and shall not exercise any of its rights thereunder without the prior written consent of the MINISTER.
- 17 The LESSEE shall not be at liberty to impose new terms and conditions or enter into any other agreement with the purchaser of any building unit (except where permitted by law) without the written consent of the MINISTER.
- 18 Notwithstanding anything contained in this Agreement, the LESSEE shall at all times comply with any additional conditions which may be stipulated by the MINISTER in respect of the said development.

- 19 Notwithstanding anything herein, the LESSOR reserves the right to re-define in any way it deems fit any boundary of the said Land as may be indicated on any plan including the plan annexed hereto as mentioned in the First Schedule at any time without prior notice. The LESSEE shall be bound with full notice and knowledge of any re-defined boundary as may be declared or notified to it in a written notice by the LESSOR and shall be taken to have accepted any re-defined boundary of the said Land.
- 20 The LESSEE shall forthwith pay to the LESSOR on demand:-
- 20.1 all legal costs and all other expenses incurred or to be incurred by the LESSOR in connection with the preparation, finalisation completion and stamping of this Agreement in duplicate in respect of all matters incidental thereto or arising therefrom;
- 20.2 all Singapore Land Authority fees, cost of preparation of plans and subdivision fees in respect of the said Land and the balance lot(s) affected by the subdivision of the said Land and other costs and expenses incidental thereto or arising therefrom and all stamp duties, registration and sealing fees payable in respect of the said Lease referred to in Clause 1 hereof and all other expenses incurred or to be incurred in connection with the preparation completion and/or registration of the said Lease or matters incidental thereto or arising therefrom; and
- 20.3 all costs and fees legal or otherwise, including costs as between solicitor and client, incurred by the LESSOR in connection with the enforcement by the LESSOR of any of the terms and conditions of this Agreement and in respect of all matters incidental thereto or arising therefrom.
- 21 IT IS HEREBY AGREED that after the execution of this Agreement and during the term, the LESSEE shall:-
- 21.1 bear and pay for all liability in respect of all rates, taxes, assessments, property tax, impositions and outgoings whatsoever which may be imposed, charged or assessed on or in respect of the said Land or any part thereof and shall on demand forthwith reimburse the LESSOR in respect thereof; and
- 21.2 pay all charges of the Public Utilities Board/PowerGrid Ltd, other public utility licensees or other relevant Competent Authorities for the supply of water, gas, sanitation or electric light or power which may be charged or imposed by the Public Utilities Board/PowerGrid Ltd, other public utility licensees or other relevant Competent Authorities in respect of the said Land and any buildings thereon or any part thereof.
- 22 Unless otherwise stated, all sums payable under or in connection with this Agreement shall be exclusive of the Goods and Services Tax ("GST"). The LESSEE shall pay whatever amounts of GST chargeable in relation to the lease of the said Land and the supply of any goods and services by or on behalf of the LESSOR to the LESSEE. In addition, the LESSEE shall pay and indemnify the LESSOR against any GST chargeable in respect of any sums payable by the LESSEE under the terms or in connection with this Agreement or in respect of any payment made by the LESSOR where the LESSEE hereby agrees in this Agreement to reimburse the LESSOR for such payment.
- 23 All licences, permission, approvals or consents that may be required in respect of the layout of the said development, subdivision of the said Land or matters incidental thereto or arising therefrom shall be obtained by the LESSEE at the LESSEE's own costs and expenses.
- 24 No length of time or of enjoyment by the LESSEE of the said Land or the said Buildings shall enure to give a right to the LESSEE to retain the said Land or the said Buildings or any part thereof or shall deprive the LESSOR in any way of any rights of the LESSOR to exercise its powers under the law as reversionary owner of the said Land and of the said Buildings or any part thereof.

- 25 The said Land is believed and shall be taken to be correctly described. The said Land is leased subject to all easements and rights (if any) subsisting thereon and moreover without any obligations on the part of the LESSOR to define the same respectively.
- 26 The LESSEE shall continue to be bound by all the terms of this Agreement which shall remain in full force and effect as between the LESSOR and LESSEE unless and until the Agreement is terminated by the LESSOR upon giving one (1) months' notice in writing to the LESSEE.
- 27 No error omission or mis-statement in the description of the said Land contained herein shall invalidate this Agreement nor shall the same entitle the LESSEE to any compensation whatsoever or any reduction in the said tender price or any other payment.
- 28 In the event that the LESSEE is an approved developer within the meaning of Condition 6 of the Conditions of Tender:
- 28.1 Clause 29 of this Agreement shall equally apply except that references to the Successful Tenderer in Condition 5 of the Particulars & Conditions of Tender shall not be replaced with references to the LESSEE. Instead, the LESSEE shall ensure compliance by the Successful Tenderer with all the obligations placed therein on the Successful Tenderer.
- 28.2 If the LESSEE is a company and is the approved developer under Condition 6.1.1 of the Conditions of Tender, the LESSEE shall, except where the prior written consent of the LESSOR is obtained:
- 28.2.1 ensure that the Successful Tenderer holds and continues to retain a controlling interest of more than 50% of the shares in the LESSEE until the TOP Date. In this respect, it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares is carried out such as would affect the specified controlling interest of more than 50%; and
- 28.2.2 inform the LESSOR of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made up to the TOP Date.
- 28.3 The LESSEE warrants and shall ensure that any Undertaking referred to in Condition 6.5 or 6.7 of the Conditions of Tender is furnished and that all the terms and conditions of the Undertaking are complied with. A breach of any term or condition of the Undertaking shall be deemed to be a breach of this Building Agreement and Clause 35 and shall entitle the LESSOR to exercise the rights and remedies set out therein.
- 29 All the terms set forth in the Particulars & Conditions of Tender, Additional Conditions of Tender (Technical) and the State Lease shall be observed and performed by the LESSEE, and the LESSEE shall be bound thereby save that if there is any conflict between the terms of this Agreement and the said Particulars & Conditions of Tender or Additional Conditions of Tender (Technical) the provisions of this Agreement shall have overriding effect. For the purposes of this clause, reference in the said Particulars & Conditions of Tender and Additional Conditions of Tender (Technical) to "the Tenderer" and the "Successful Tenderer" shall be deemed to refer to the LESSEE.
- 30 In the event that the State Lease is issued prior to the completion of the said development, the LESSEE shall continue to be bound by all the terms of this Agreement and by all the terms set forth in the Particulars & Conditions of Tender and the Additional Conditions of Tender (Technical) for the period from the commencement date of the said term to the date the Certificate of Statutory Completion is granted for the whole of the said development or until such time as all the terms of this Building Agreement, Particulars & Conditions of Tender and Additional Conditions of Tender (Technical) have been fulfilled or performed.
- 31 Notwithstanding the completion of the said development the terms and conditions of this Agreement as well as the said Particulars & Conditions of Tender and Additional Conditions of

Tender (Technical) shall remain in full force and effect as between the LESSOR and the LESSEE insofar as the same are not fulfilled or performed.

- 32 The LESSEE shall be solely liable for and shall indemnify and keep indemnified the LESSOR in respect of losses, damages, injuries, claims or demands which may arise whether directly or indirectly out of the construction use and occupation of the said Buildings or the said Land.
- 33 No failure or delay on the part of the LESSOR to exercise any rights, powers or remedies under this Agreement or as LESSOR under general law and no indulgence or forbearance or extension of time allowed to the LESSEE or receipt or acceptance of any moneys by the LESSOR shall prejudice or operate as a waiver of the LESSOR's rights herein or under general law in respect of the subsequent exercise by the LESSOR in respect of the same.
- 34 The LESSEE shall comply, at its own expense, with all written notices issued by the LESSOR or by any person authorized by the LESSOR pertaining to the carrying out of this Agreement, the development or sale of building units on the said Land or any other matter incidental thereto or arising therefrom.
- 35 In the event that:-
- 35.1 the LESSEE shall fail to construct and obtain Temporary Occupation Permit(s) for the whole of the said development within the Project Completion Period stipulated in Clause 4.8 hereof or within the extended project completion period granted by the LESSOR (time in this respect also being the essence of the contract) and otherwise in every way in accordance with the stipulations herein contained;
 - 35.2 the LESSEE shall fail to complete the said development in accordance with this Agreement;
 - 35.3 the LESSEE does not proceed with the works in respect of the said development with due diligence;
 - 35.4 the LESSEE shall fail to comply with any notice or directions issued by the LESSOR or the MINISTER under this Agreement;
 - 35.5 the LESSEE shall enter into any composition or arrangement with or for the benefit of its creditors or an order is made or an effective resolution passed for winding up or a receiver is appointed for debenture or debenture stockholders of the LESSEE or execution or distress is levied on the goods of the LESSEE or the LESSEE without the prior written consent of the LESSOR amalgamate or merge with any other company corporation firm or any other party or go into voluntary liquidation or reconstruction of its company or commit or do any act or things so as to cause compulsory winding up proceedings to be taken against its company or it shall without the prior written consent of the LESSOR sell transfer assign exchange or allot any of its shares to any company corporation firm or party; or
 - 35.6 the LESSEE shall fail to observe or perform any of the terms or stipulations herein referred to and on its part to be observed or performed;

PROVIDED ALWAYS THAT if the said Land and/or the said Buildings have been assigned by mortgage with the prior written consent of the LESSOR, and a written notice has been served on the mortgagee that such a breach has occurred and the mortgagee has failed to remedy such breach within one (1) month from the date the notice is served, then the LESSOR shall have full right power and authority to re-enter upon and resume possession of the said Land or any part thereof, the said Buildings and any other structures on the said Land upon giving to the LESSEE fourteen (14) days notice and thereupon this Agreement shall forthwith cease and determine but all moneys which have previously been paid to the LESSOR by the LESSEE in respect of the said tender price shall be forfeited and shall belong to the LESSOR and the said Buildings or any completed part thereof and all materials thereat or on the said Land shall belong to the LESSOR absolutely and without the LESSOR making to the LESSEE any compensation or allowance for the same and the said determination of this Agreement shall be without prejudice to any right of

action or other remedy of the LESSOR for the recovery of any damages or moneys already due to the LESSOR from the LESSEE or in respect of any antecedent breach of this Agreement. The LESSOR shall also be entitled to proceed to re-offer for Lease by tender, public auction or private treaty the said Land and to deal with the said Buildings and any other structures on the said Land on such terms and conditions as the LESSOR shall think fit and as if this Agreement had never been entered into with the LESSEE.

- 36 Any notice to be served under this Agreement shall be deemed to be sufficiently served:-
- 36.1 if it is sent by registered post to the aforesaid respective addresses of the parties hereto whether or not it has been received by the LESSEE; or
 - 36.2 if it is left at the last known address of the LESSEE; or
 - 36.3 if it is sent by telex or by telegraphic facsimile transmission or other means of electronic transmission to the parties hereto and the service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a working day or 12 noon on a Saturday but otherwise on the next working day.
- 37 Payment of any amount payable under or pursuant to this Agreement shall unless otherwise expressly stated be made in such manner and by such means as the LESSOR may notify to the LESSEE in writing.
- 38 This Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.
- 39 Where the LESSEE consists of two or more persons and/or entities, all clauses, covenants, conditions, undertakings and agreements whether special or otherwise expressed to be made by or binding on the LESSEE shall be deemed to have been made by and be binding on such persons and/or entities jointly and severally.

IN WITNESS WHEREOF the LESSOR hath set its hand and the LESSEE hath set its common seal the day and year first above written.

Signed by the Collector of Land Revenue for and on behalf of the President in the presence of:- }

Collector of Land Revenue
Singapore

The Common Seal of the LESSEE was hereunto affixed in the presence of:- }

Name / Designation :

Name / Designation :

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot 03206X MK 29 and situated in the REPUBLIC OF SINGAPORE as delineated on the Certified Plan No. 90526 annexed hereto and estimated to contain an area 23,799.2 square metres more or less.

DRAFT
THE SECOND SCHEDULE ABOVE REFERRED TO
DUTIES AND RESPONSIBILITIES OF THE LESSEE

- 1 The LESSEE shall comply with the following terms and conditions for the selling of an executive condominium ("EC") unit:-
 - 1.1 Liaise with the HDB **three (3) months** before the EC project is launched to finalize the mode of sale of the EC units, the sales documentation and the data requirements, including but not limited to the random balloting of the EC units for offer under the Grassroots Organizations category ("GROs" category). The LESSEE will pre-select the EC units for the GROs category.
 - 1.2 Sell the EC units in accordance with the sales policies and procedures as approved by the *MINISTER as follows:-
 - 1.2.1 Pre-select and sell five percent (**5%**) (or such other percentage as may be determined by the Minister) of the EC units in the EC project to applicants under the GROs category. The Minister reserves the right to refer to the LESSEE a list of GROs with a specific ranking order and the LESSEE must invite the GROs according to this ranking order before the project is launched publicly. If the number of EC units selected by applicants under this GROs category is less than five percent (5%), the remaining number of EC units shall be added to the public quota.
 - 1.2.2 Ensure that *Second-timers* (as defined by the HDB) do not form more than thirty percent (**30%**) of the public quota, or such percentage as determined by the MINISTER. Where balloting mode is adopted for sale of the EC units, to ensure that improved priority is accorded to eligible first-timer applicants (as defined by HDB) who are applicable under the improved priority system for first-timer applicants for HDB flats.
 - 1.2.3 The quota will be lifted **one month** from the first day of public booking of the EC project, or such other period as may be determined by the MINISTER in his sole discretion, after which the LESSEE may sell any unsold EC unit to any eligible applicant. If the EC project is launched in phases, the quota will be lifted **one month** from the first day of public booking for that particular phase.
 - 1.2.4 Regardless of the mode of sale adopted, the LESSEE must use HDB's computer systems package (comprising application and booking modules) for the purposes of facilitating the application and booking processes of the EC units. The LESSEE shall bear all costs for the use of the systems package, including the cost for any customisation required.
 - 1.2.5 HDB reserves the right to conduct independent verifications directly with applicants and other relevant parties to ensure compliance with EC application and booking processes. The LESSEE must allow HDB officers access to the show flats at any time for purposes such as but not limited to inspection, photo taking and examination of documents relevant to the application, balloting and booking process.
 - 1.3 Any mode of sale adopted by the LESSEE must be conducted in a fair and transparent manner. MINISTER reserves the right to specify the conditions required to be complied with by the LESSEE on the mode of sale adopted. This will include (but is not limited to) compliance with the following conditions:-
 - 1.3.1 Regardless of the mode of sale, the LESSEE must engage an independent auditor to audit the entire application and booking processes, including but not limited to any balloting of queue positions for booking of ECs, to ensure that the entire process is fair and transparent. The LESSEE is required to provide HDB with the audit report affirming that the above had been conducted in a fair and transparent manner

- 1.3.2 The LESSEE must submit the marketing plans to HDB before commencement of the marketing activities. The LESSEE may only give incentives to buyers who have booked an EC unit with them (incentives shall not be given for submission of an application without any obligation to book an EC unit). For the purposes of this clause, incentives shall include but is not limited to any incentives given, whether tangible or intangible and whether having a monetary value or not.
- 1.3.3 Where the LESSEE adopts HDB's computer balloting as the mode of sale, the LESSEE must comply with the following conditions:
- 1.3.3.1 The quotas will be lifted **one (1) month** from the first day the LESSEE starts to accept public applications for the EC project, or such other period as may be determined by the Minister in his sole discretion, after which the LESSEE may sell any unsold unit to any eligible applicant.
- 1.3.3.2 The LESSEE is required to open the EC project for public application for at least five **calendar** days and invite **all** eligible applicants who have applied during the application period for booking of EC units.
- 1.3.3.3 The LESSEE can only commence booking of ECs at least one month from the first day of accepting public applications for the EC project.
- 1.3.3.4 If the EC project is launched in phases, the quotas will be lifted after **one month** from the first day of accepting public applications for that particular phase.
- 1.3.4 Where the mode of sale is by Walk-in-Selection (WIS) or queuing, this will include (but is not limited to) compliance with the following conditions:-
- 1.3.4.1 The LESSEE (through its marketing agents or otherwise) must ensure that all applicants line up in person throughout the time they are in queue. The LESSEE must ensure that applicants queuing and booking are the same persons. The LESSEE will take down the names and identity card numbers of the persons queuing to ensure compliance with this condition.
- 1.3.4.2 The LESSEE (through its marketing agents or otherwise) must ensure that applicants do not pay any sum of money to gain any advantage in the WIS.
- 1.3.4.3 The LESSEE must broadcast the date of launch of the WIS to the public on a specific date/time. The mode to public communications should not be limited to website, signboard at site or information leaflet given at site. No applicant should be given this information prior to broadcast date/time.
- 1.3.4.4 The LESSEE must provide HDB with a list of applicants and also key in the corresponding balloted queue numbers into the system before commencement of the main booking exercise. The independent auditor engaged by the LESSEE would have to verify that the list of applicants is in accordance to the balloted queue numbers. The LESSEE is required to submit the list as verified by the independent auditor to HDB for audit purposes.
- 1.3.4.5 The LESSEE must comply with any instructions issued by Minister/HDB to ensure fairness and transparency to the public, and to keep MINISTER/HDB informed of any additional measures that will be put in place to ensure fairness and transparency in the sales process when launching the EC project.

The LESSEE must allow HDB officers access to the show flats at any time for purposes such as but not limited to inspection, photo taking and examination of documents relevant to the application, balloting and booking process.

The MINISTER reserves the right to change its policies and procedures in relation to the sale of the EC units as set out in clauses 1.2 and 1.3 (above). The written approval of the MINISTER must be obtained for any changes intended to be made to the sales procedures set out at clauses 1.2 and 1.3.

- 1.4 If there is any breach of any of the conditions (as set out above), such applications should be considered as ineligible by the LESSEE.
- 1.5 The LESSEE will be required to publicise the conditions of WIS procedures on queuing and application by setting up prominent signage at their site/show flat and displaying this information on their website. The conditions must also be reiterated in the application form.
- 1.6 Inform the MINISTER and the HDB of any publicity plans and activities to promote the sale or re-launch of EC units in the development.
- 1.7 Print all EC application forms and information leaflets which must be approved by the MINISTER.
- 1.8 Give such documents to the EC applicants/purchasers at the various stages of sale as may be required, including but not limited to the EC Terms and Conditions and Application forms (which must be approved by the MINISTER).
- 1.9 Assess every applicant's eligibility to buy an EC unit before accepting the application by checking the applicant's income, citizenship, ability to form a family nucleus, non-ownership of private property and such other conditions pursuant to the approved policies and guidelines for purchase of an EC unit. The LESSEE will be required to check all the application forms, declaration forms and other documents furnished by the applicants, require more supporting documents to be furnished by an applicant if necessary, conduct interviews for the assessment of the applicant's eligibility.
 - 1.9.1 For appeal cases, the LESSEE is required to decide whether to accept applications for appeal cases and allow booking on provisional basis and if so, to submit case reports stating reasons for accepting the booking together with EC applicants/purchasers' supporting documents to seek the necessary approval.
 - 1.9.2 The LESSEE is to manage and handle all EC applicants/purchasers' enquiries and appeals on applications/eligibility issues and inform EC applicants/purchasers on the outcome of appeal.
- 1.10 The LESSEE must assess each applicant's eligibility to purchase a dual-key EC unit, before accepting the application and/or booking.
 - 1.10.1 Without prejudice to the applicability of all other prevailing eligibility conditions for the purchase of an EC unit (eg income ceiling/citizenship requirements etc), the LESSEE may only sell dual-key EC units to *multi-generation families. This requirement will apply, notwithstanding that the EC development has already obtained its Temporary Occupation Permit("TOP") and /or Certificate of Statutory Completion("CSC") and will continue to apply until all such units in the EC development are fully sold.

*Multi-generation families" refer to:

 - (a) a married/courting couple or widow/widower/divorcee with child(ren), who include their parent(s) and/or grandparent(s) in the EC application either as co-owner(s) or occupier(s). Conversely, the applicants can be the parents and/or grandparents with the married child as occupiers; or
 - (b) such other combinations which the HDB may, based on its prevailing policies, deem as a multi-generation family.

- 1.11 Check the personal particulars and relationship of applicants and all persons listed in the EC application forms and verify all documents produced by the applicants including but not limited to documents adduced as proof of citizenship, relationship, marital status and income earned as at the time of registration of application. Follow up with the applicants and collate all documents that are required for the assessment of the EC applicants' eligibility for the purchase, and the housing grant. Forward these documents to the HDB within **one week** from the date of application or date of booking of an EC unit (whichever date is the earlier).
- 1.12 For any case where the LESSEE has been notified by the HDB that an applicant/purchaser is liable to pay a premium on the EC to be purchased, the LESSEE must collect from the applicant/ purchaser the premium (computed based on the selling price of the EC) by way of a Cashier's Order payable to the HDB before the Sale and Purchase Agreement is executed. The Cashier's Order must be sent to the HDB within 1 week from the date of collection of the same from the applicant/purchaser.
- 1.13(i) If the LESSEE is notified by the HDB that an applicant/purchaser is liable to pay a resale levy with interest (where applicable) to the HDB, the LESSEE shall collect from the applicant/ purchaser the said payment by way of a Cashier's Order payable to the HDB before allowing the applicant/purchaser to execute the Sale and Purchase Agreement. If the applicant/purchaser prefers instead to pay directly to the HDB, the LESSEE shall require the applicant/purchaser to produce a receipt issued by the HDB as evidence of payment of the said resale levy with interest (where applicable) before allowing the applicant/purchaser to execute the Sale and Purchase Agreement. The LESSEE must send the Cashier's Order or the receipt to the HDB within 1 week from the collection of the same from the applicant/purchaser.
- 1.13(ii) If the LESSEE is notified by the HDB after the execution of the Sale and Purchase Agreement that a purchaser is liable to pay a premium or resale levy with interest (where applicable), the LESSEE shall require the purchaser to produce a Cashier's Order for the premium or the resale levy with interest (where applicable) payable to the HDB or a receipt issued by the HDB as evidence of payment of the said resale levy with interest (where applicable), before allowing the purchaser to take possession of the EC. The LESSEE must send the Cashier's Order or the receipt to the HDB, within 1 week from the collection of the same from the applicant/purchaser.
- 1.14 Inform the HDB if the applicants do not sign the Sale and Purchase Agreement (i.e. if the sale is abortive).
- 1.15 Update the HDB on a **quarterly basis** the estimated date the project will obtain its Temporary Occupation Permit (TOP), and as and when there is any change in the projected date of the project's completion. **Three months** prior to the estimated date of the project obtaining the TOP, liaise with the HDB and conduct eligibility checks on all applicants to ensure that they are still eligible to take possession of the EC units.
- 1.16 **One month** prior to the actual date of the project obtaining the TOP, print at the LESSEE's own cost such documents stipulated by the HDB, including but not limited to the Further Particulars Form, and ensure that the applicants sign all such documents, and such other documents required by the HDB. The LESSEE shall verify that the applicants have declared that there are no changes in their particulars and eligibility status before allowing them to take possession. For cases where the applicants have declared that there are changes in their particulars, the LESSEE will be required to collate supporting documents and liaise with the HDB to review the applicants' eligibility before giving notice of vacant possession to the applicants. For the avoidance of doubt, the LESSEE shall not give notice of vacant possession to any of the applicants until the applicants' eligibility to proceed with the purchase of the EC units has been determined.
- 1.17 If at any time prior to issue of Certificate of Statutory Completion (CSC)/legal completion/final payment (whichever date is the latest) of the sale and purchase of the EC units, any applicant ceases to be eligible to purchase the EC unit by virtue of the applicant's failure to comply with any eligibility conditions for purchase of the EC unit or commits an infringement under the ECHS Act, its subsidiary legislation, prevailing policies applicable to EC, or the terms and conditions for purchase of an EC unit, the LESSEE shall terminate the sale and purchase agreement with the applicant and re-sell the EC unit in accordance with the terms of the sale and purchase agreement.

- 2 The LESSEE shall comply with the following provisions, relating to the transfer of ownership as well as to the inclusion and deletion of occupiers:-
- 2.1 Process all requests/appeals for retention or non-retention of EC units, or for change of ownership arising from changes to the family nucleus due to (but not limited to) factors such as death, divorce, marriage or break-up of a fiancé and fiancée relationship, subject to the consent of the MINISTER. For the avoidance of doubt, the LESSEE shall not give notice of vacant possession to an applicant, terminate any EC sale and purchase agreement with an applicant and/or sell or re-sell (by way of sub-sale or otherwise) the EC unit until the MINISTER has confirmed the applicant's eligibility or otherwise to proceed with the purchase of the EC unit, or made a decision in respect of the applicant's request or appeal.
 - 2.2 Process requests for any inclusion of new occupier(s) or deletion of original occupier(s), subject to the MINISTER's approval.
- 3 The LESSEE shall comply with the following duties:-
- 3.1 Ensure that all buyers sign the acknowledgement letter at the point of booking of an EC unit (as set out in **Appendix J**).
 - 3.2 Attend to all written or verbal enquiries by the public on the EC project, including appeals on eligibility to purchase the EC.
 - 3.3 Inform the MINISTER/HDB as soon as the LESSEE is aware of an applicant's or purchaser's:
 - Infringement of any terms and/or conditions, including policies imposed by the MINISTER in relation to the purchase of an EC unit;
 - Ineligibility to purchase an EC unit for whatever reason;
 - Voluntary withdrawal from purchase of an EC unit; or
 - Any other acts/omissions (including a failure to declare relevant or material information affecting the purchase of an EC unit).
- and the Minister's prior written consent must be obtained before the LESSEE may take any action against such applicant/purchaser. In this regard, the LESSEE must also carry out such action as may be required by the Minister.
- 4 The LESSEE shall comply with the following provisions relating to information to be given to potential purchasers of the EC units in the EC project:
- 4.1 The LESSEE will be required to indicate clearly the exact location and unit numbers of all the dual-key units in the EC project in the sales brochures and ensure that the dual-key units are sold to eligible buyers as set out in clause 1.10. The information provided must be consistent with the information earlier declared by the LESSEE in the format set out at **Appendix N**.
 - 4.2 The LESSEE shall specify in the sales brochures that the applicant, co-applicant(s) and occupiers listed in the Application Form must be able to form a multi-generation family (as hereinbefore defined) to purchase a dual-key EC unit.
- 5 The LESSEE shall comply with the following provisions relating to data and information:-
- 5.1 The LESSEE shall provide all such information as may be required by the MINISTER/HDB in relation to the EC project including property data on the EC project and application data (including but not limited to the final transacted selling price, applicants' profiles, the date of the Sale and Purchase Agreement and date of taking possession) in the form and format as stipulated by the HDB, as well as such other information as the MINISTER/HDB may from time to time require regarding the EC project. This information may be used to administer the EC Housing Scheme. The MINISTER may, in his sole discretion, use or share such property data, application data or other information in relation to the EC project in an aggregated form with third parties.

- 5.2 The LESSEE shall use any information it receives from the HDB strictly for the purposes of carrying out its duties and responsibilities in this Schedule and under this Agreement.
- 5.3 The LESSEE shall not disclose any information it receives from the HDB (in the course of carrying out its duties and responsibilities in this Schedule and under this Agreement) to a third party except with the written consent of the MINISTER or HDB.
- 5.4 The LESSEE shall disclose their full price list for all the flats to the public at least two days before booking starts. The LESSEE shall keep HDB informed of the manner by which the information will be released before such information is released to the public.
- 6 The MINISTER reserves the right to delete, insert, alter or amend any of the duties and responsibilities set out in this Second Schedule in accordance with prevailing EC policies.

* All references made to the MINISTER in the Second Schedule includes approving authorities appointed by the MINISTER

Note: All references to Temporary Occupation Permit (TOP) shall, where no TOP has been obtained by the LESSEE, be read to mean and to refer to the Certificate of Statutory Completion (CSC) instead.

DRAFT
THE THIRD SCHEDULE ABOVE REFERRED TO

REPUBLIC OF SINGAPORE
LEASE NO. _____
THE STATE LANDS ACT (CHAPTER 314)

THIS INDENTURE made the _____ day of _____ 20__ Between The President of the Republic of Singapore and his Successors in Office (hereinafter referred to as “the LESSOR”) of the one part and

_____ (hereinafter referred to as “the LESSEE”, which expression shall include his SUCCESSORS and ASSIGNS where the context so admits) of the other part.

WITNESSETH that as well for and in consideration of the sum of Dollars _____

(\$ _____) (hereinafter referred to as “the said price”) paid by way of premium by the LESSEE (the receipt whereof the LESSOR hereby acknowledges) and of the covenants and agreements on the part of the LESSEE hereinafter reserved and contained, the LESSOR hereby demises unto the LESSEE All that piece of land more particularly described in the First Schedule hereto (hereinafter referred to as “the said Land”) together with all the buildings erected or to be erected on or within the said Land (hereinafter referred to as “the said Buildings”) TO HOLD the same unto the LESSEE for a term of Ninety-Nine (99) YEARS from the _____ day of _____ 20__ (hereinafter referred to as “the said term”) subject to the terms and conditions exceptions and reservations contained in or referred to herein and subject further to the provisions contained in the prevailing edition of the State Lands Act (Chapter 314) and any amendments made thereto except that no royalty shall be reserved to the LESSOR under Section 7(1)(a) of the said State Lands Act for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle (hereinafter referred to as the “Excluded Mines and Minerals”) found in or upon the said Land if the Excluded Mines and Minerals is removed, extracted or excavated by the LESSEE for the purpose of the said development referred to herein and the said removal, extraction or excavation is directly incidental to and reasonably necessary for the said development.

1 It is HEREBY AGREED between the LESSOR and the LESSEE as follows:-

- (i) The said Land shall be developed in accordance with plans approved or to be approved by the Competent Authority under the prevailing edition of the Planning Act (Chapter 232) for the purpose of **Executive Condominium Housing Development** (hereinafter referred to as “the said development”) with a permissible total gross floor area not exceeding 59,498 square metres but not less than 53,549 square metres.
- (ii) The said development shall be constructed and completed and thereafter used and remain at all times in compliance with the provisions of sub-clause (i) of this clause unless a variation or change thereof is approved in writing by the LESSOR, which approval may be given subject to such terms and conditions as the LESSOR may impose and provided that if such variation or change will in the opinion of the LESSOR result in an enhancement of the value of the said Land, the LESSEE shall pay the LESSOR within such time as may be specified by way of differential premium such amount as the LESSOR may determine as the amount representing the enhanced value of the said Land.
- (iii) For the purpose of sub-clause (ii) of this Clause 1, the enhanced value of the said Land shall be determined by the LESSOR with reference to the date of the grant of Provisional Permission by the Competent Authority under the prevailing edition of the Planning Act for the variation or change to sub-clause (i), that requires the LESSOR’s approval.

- (iv) No work or development in respect of any variation or change to the provisions of sub-clause (i) that requires the LESSOR's approval may be effected, implemented or carried out unless the prior approval in writing of the LESSOR in respect thereof is obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of differential premium under sub-clause (ii) is paid to the LESSOR.

2 AND THE LESSEE hereby covenants with the LESSOR as follows:-

- (i) To develop the said Land and to build thereon the said buildings containing housing accommodation for the purpose of the Executive Condominium Housing Development (hereinafter referred to as "the said Buildings") at the cost and expense of the LESSEE in accordance with the Building Agreement dated the _____ day of _____ 20__ made between the LESSOR and the LESSEE (hereinafter referred to as "the said Building Agreement") and also in accordance with plans approved or to be approved by the Competent Authority under the prevailing edition of the Planning Act (Chapter 232);
- (ii) To pay all rates taxes assessments property tax impositions and outgoings whatsoever which now are or which at any time hereafter during the said term shall or may be imposed charged or assessed upon in respect of the said Land or any part thereof;
- (iii) To pay all charges of the Public Utilities Board, PowerGrid Ltd, other public utility licensees or other relevant Competent Authorities for the supply of water gas sanitation or electric light or power at any time during the said Term which may be charged or imposed by the Public Utilities Board, PowerGrid Ltd, other public utility licensees or other relevant Competent Authorities in respect of the said Land or any part thereof;
- (iv) To repair and keep in tenantable repair all buildings and other structures erected or to be erected upon the said Land;
- (v) Not at any time during the said term erect or put up any building or erection whatsoever upon the said Land or make any alteration or addition to any building or structure erected or to be erected upon the said Land without the prior written consent of the LESSOR which consent the LESSOR may grant subject to such terms and conditions as it in its entire and unfettered discretion deems fit including but not limited to the payment of such charges as the LESSOR may impose;
- (vi) Not to demise, mortgage, charge, assign or transfer or sublet or otherwise dispose of or deal in the said Land and the said Buildings thereon in whole or in part without the prior written approval of the LESSOR which approval shall be on such terms and conditions as are deemed necessary by the LESSOR. Until the said prior written approval of the LESSOR has been obtained, the receipt of money or Banker's Guarantees/Insurance Guarantees by the LESSEE during the said term from any person, firm or corporation for the purpose of booking or reserving with a view to purchasing or leasing or as deposit under the terms of an option to purchase or to lease the said Land and the said Buildings thereon or any part of the said Land or any of the said Buildings shall be deemed to be a breach of this sub-clause;
- (vii) Not to use or permit or suffer the said Land or any building thereon or any part thereof to be used otherwise than for **Executive Condominium Housing Development** in accordance with the approval granted by the Competent Authority appointed under the provisions of the prevailing edition of the Planning Act (Chapter 232) and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on in or upon the said Land or any building thereon or any part thereof any noxious, dangerous or offensive trade or business which may be or become a nuisance or annoyance to the owners, tenants or occupiers of premises adjoining or adjacent thereto or to the LESSOR;
- (viii) To perform and observe all the terms and conditions of the said Building Agreement, the Particulars & Conditions of Tender and the Additional Conditions of Tender (Technical) referred to therein from the _____ day of _____ 20_____ to the date the Certificate of Statutory Completion is issued for the whole of the said development or until such time as all the terms of the said Building Agreement, Particulars & Conditions of Tender and Additional Conditions of Tender (Technical) have been fulfilled or performed;

- (ix) To permit the LESSOR or any officer or person authorised by the LESSOR in writing on behalf of the LESSOR with or without workmen and others and with or without tools and equipment at all reasonable times during the said term to enter into and upon the said Land to view the state and condition thereof and the LESSOR may thereupon serve upon the LESSEE a notice in writing specifying any breaches of covenants and require the LESSEE forthwith to remedy such breaches. If within ten (10) days of the service of a notice to remedy the breach the LESSEE has not proceeded diligently to remedy such breach, or if the LESSEE fails to remedy the breach within the period stated in the LESSOR's notice, then the LESSEE must permit the LESSOR or other person or party as may be authorised by the LESSOR to enter upon the said Land and take such steps as may be necessary to remedy such breaches and the cost thereof shall be a debt due from the LESSEE to the LESSOR and shall be paid forthwith on demand by the LESSEE to the LESSOR and shall be forthwith recoverable by action;
- (x) To, at the LESSEE's own cost and expense, ascertain, observe and perform all obligations in respect of the said Land and the said Buildings which arise from the following:
- a. the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the said Land and/or the said Buildings; and
 - b. all terms, conditions, requirements, directions, directives, notices and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the said Land and/or the said Buildings.
- (xi) To indemnify the LESSOR in respect of all losses, damages, injuries, claims or demands which may arise whether directly or indirectly out of the construction use and occupation of the said Buildings or the said Land;
- (xii) To insure and keep insured against loss or damage by fire all buildings upon the said Land to the full value thereof with some insurance company approved by the LESSOR and to pay all premiums necessary for that purpose on the premium due date and to produce and show to the LESSOR whenever required the policy or policies of such insurance and the receipt for every such premium and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the said Land and the buildings at any time standing thereon and to make up any deficiency out of the LESSEE's own moneys;
- (xiii) At the termination of the said term or at the earlier determination thereof, to yield up to the LESSOR without compensation the said Land together with all buildings, structures and fixtures therein in tenantable condition and repair in accordance with the LESSEE's covenants herein contained PROVIDED THAT if the LESSOR shall so require as notified in writing to the LESSEE whether prior to or after the termination of the said term or the earlier determination thereof, then the LESSEE shall demolish, remove or otherwise rid all or any identified buildings, structures, fixtures, alterations, additions or structural changes, improvements or any other works made on or found on, in, under, within or attached to the said Land, remove from the said Land any rubbish, debris, waste, obstructions and any other materials, whether present at the commencement of the Term or otherwise and/or restore the said Land to a state and condition acceptable to the Lessor (hereinafter referred to as "the restoration works") within such time as may be specified by the LESSOR, in default of which the LESSOR may, without prejudice to the LESSOR's other rights, proceed to execute the restoration works and all costs and expenses incurred by the LESSOR shall be recoverable from the LESSEE;
- (xiv) To pay all costs, disbursements, fees and charges legal or otherwise including stamp and registration fees in connection with the preparation stamping and issue of this Lease and any prior accompanying or future documents or deeds supplementary collateral or in any way relating to the said Land;
- (xv) To pay all costs and fees legal or otherwise including costs as between solicitor and client in connection with the enforcement by the LESSOR of the covenants and conditions herein;

- (xvi) To bear and pay for all expenses incurred or to be incurred by the LESSOR in respect of the cadastral survey of the said Land;
- (xvii) In addition to all sums payable under this Lease which are exclusive of the Goods and Services Tax, to pay and indemnify the LESSOR against Goods and Services Tax chargeable in relation to the Lease of the said Land and the supply of any goods and services by or on behalf of the LESSOR to the LESSEE and in respect of any sums payable by the LESSEE under the terms of or in connection with this Lease or in respect of any payment made by the LESSOR where the LESSEE hereby agrees in this Lease to reimburse the LESSOR for such payment.
- (xviii) The Lessee shall prior to the expiry or earlier determination of the Term at its own costs and expense, if so required by the Lessor, conduct trial pit tests on the said Land for the purpose of determining the nature and extent of changes in the soil, ground and environmental conditions arising directly or indirectly from or in connection with the Lessee's use of the said Land. The Lessee shall carry out the trial pit tests in such manner as may be directed by the Lessor at such locations on the said Land and within such time as may be required by the Lessor in its sole discretion. If the trial pit tests indicate the presence of contaminants in, on, under or within the said Land, arising directly or indirectly from or in connection with the Lessee's use of the said Land, the Lessee shall at its own costs and expense and within the time stipulated by the Lessor carry out all works and take all steps necessary to remediate and reinstate the said Land to a state and condition acceptable to the Lessor.

If the Lessee fails to observe or perform its obligations as required in this Special Condition the Lessor may, without prejudice to the Lessor's other rights, proceed to do the same and the Lessee shall pay to the Lessor, on demand, all costs and expenses so incurred by the Lessor.

The Lessee shall, upon prior notice being given to the Lessee, allow the Lessor, its agents and any person authorised by the Lessor to enter the said Land for the purpose of inspection, conducting the trial pit tests and/or remediation of the said Land (as the case may be).

For the purposes of this Special Condition, "contaminants" shall mean:

- (a) rubbish, debris, waste, obstructions and any other material, whether present at the commencement of the Term or otherwise; or
- (b) any substance that
 - (i) is polluting or injurious;
 - (ii) is foreign to, in excess of or alter the natural constituents of the natural soil, ground and environmental conditions on, in, under or within the said Land; or
 - (iii) may adversely affect the said Land in the Lessor's reasonable opinion.

- 3 No failure or delay on the part of the LESSOR to exercise any rights powers or remedies under this Lease or as the LESSOR under general law and no indulgence or forbearance or extension of time allowed to the LESSEE shall prejudice or operate as a waiver of the LESSOR's rights hereunder or under general law in respect of the subsequent exercise by the LESSOR in respect of the same.
- 4 The LESSOR hereby covenants with the LESSEE that the LESSEE duly performing and observing the covenants, conditions and agreement on the part of the LESSEE hereinbefore contained shall and may peaceably and quietly hold and enjoy the said Land for the term hereby granted without any interruption from the LESSOR or from any persons lawfully claiming through under or in trust for the LESSOR.
- 5 PROVIDED ALWAYS and it is hereby agreed between the parties that if any of the covenants on the part of the LESSEE herein contained shall not be performed or observed then and in any such case it shall be lawful for the LESSOR or any person or persons authorised by the LESSOR on that behalf

at any time thereafter to re-enter upon the said Land or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the LESSOR in respect of any breach by the LESSEE of any of the covenants hereinbefore contained PROVIDED THAT if the said Land has been assigned by way of mortgage with the prior written approval of the LESSOR the provisions of this clause shall not take effect until the LESSOR has served upon the mortgagee a notice in writing that such breach has occurred and the mortgagee has failed to remedy such breach within the time specified in the said notice in writing.

- 6 Any notice to be served under this Lease shall be deemed to be sufficiently served:-
 - (a) if it is sent by registered post to the aforesaid respective addresses of the parties hereto whether or not it has been received by the LESSEE; or
 - (b) if it is left at the last known address of the LESSEE; or
 - (c) if it is sent by telex or by telegraphic facsimile transmission or other means of electronic transmission to the parties hereto and the service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a working day or 12 noon on a Saturday but otherwise on the next working day.

- 7 This Lease does not create any right under the Contracts (Rights of Third Parties) Act (Chapter 53B), which is enforceable by any person who is not a party to it.

- 8 Where the LESSEE consists of two or more persons and/or entities, all clauses, covenants, conditions, undertakings and agreements whether special or otherwise expressed to be made by or binding on the LESSEE shall be deemed to have been made by and be binding on such persons and/or entities jointly and severally.

IN WITNESS WHEREOF the LESSOR hath caused the Public Seal of the Republic to be affixed to these presents and the LESSEE hath set its common seal the day and year first above written.

By THE PRESIDENT'S COMMAND

Collector of Land Revenue
Singapore

The Common Seal of the }
LESSEE was hereunto affixed }
in the presence of:- }

Name / Designation :

Name / Designation :

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot 03206X MK 29 situated in the Republic of Singapore as marked on the plan annexed hereto and estimated to contain an area of 23,799.2 square metres more or less.

PARTICULARS OF REGISTRATION

Registered at the Singapore Land Authority, Singapore, this _____ day of _____ Two Thousand And _____.

Collector of Land Revenue
Singapore

**PROPOSED EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT
LAND PARCEL AT TAMPINES STREET 62**

**ADDITIONAL CONDITIONS OF TENDER
(TECHNICAL)**

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PART I

1.0 GENERAL

- 1.1 The Successful Tenderer must in addition to the Particulars and Conditions of Tender, observe and comply with these Additional Conditions of Tender (Technical) in the development and lease of the Land Parcel at Tampines Street 62. The Particulars and Conditions of Tender and these Additional Conditions of Tender (Technical) shall be read in conjunction with the technical information booklet enclosed in the sale packet. The Successful Tenderer shall also comply with all applicable guidelines issued by the Competent Authorities and Public Utility Licensees. All proposals are subject to the approval of all relevant Competent Authorities and Public Utility Licensees.
- 1.2 The conditions and requirements of all relevant Competent Authorities and Public Utility Licensees set out in these Additional Conditions of Tender (Technical) and in the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees and the appendices thereto (to be complied with by the Successful Tenderer at his own cost and expense) are provided to tenderers for their information only. Whilst every care and attention has been taken in the compilation and preparation of these conditions and requirements, HDB does not warrant that they constitute an exhaustive list of the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the development or that they are free from any errors or omissions. These conditions and requirements are subject to change by the relevant Competent Authorities and Public Utility Licensees and the onus lies on the Successful Tenderer to verify these conditions and requirements with HDB, the relevant Competent Authorities and Public Utility Licensees directly and comply with their prevailing conditions and requirements.
- 1.3 The Government and HDB are not liable to any tenderer and tenderers shall not claim against the Government and/or HDB for any errors and/or omissions in and for any loss suffered by any tenderer arising directly or indirectly from the reference to, usage of and/or reliance on the contents of these Additional Conditions of Tender (Technical), the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees and appendices thereto.
- 1.4 All references to “the Successful Tenderer” herein shall be deemed to include “the approved developer” as defined in the Particulars and Conditions of Tender where the context so admits.

PART II

2.0 PLANNING PARAMETERS

2.1 PROPOSED DEVELOPMENT

The Land Parcel at Tampines Street 62 (“the said Land”) with a site area of 23,799.2 sqm shall be for Executive Condominium Housing Development (“the said development”). The site area is the area measured up to the boundary lines as shown on the Certified Plan No. 90526.

Note: Executive Condominiums are non-landed housing developments that typically come with generous provision of communal and recreational facilities for the enjoyment of the residents.

2.2 ALLOWABLE GROSS FLOOR AREA (GFA)

The total GFA for the said development shall not exceed 59,498 sqm but shall not be less than 53,549 sqm. Based on the site area of 23,799.2 sqm, the permissible Gross Plot Ratio (GPR) should not exceed 2.5*. The total GFA shall be computed in accordance with the Urban Redevelopment Authority’s (URA’s) Development Control Guidelines.

*Indicated for information of the Tenderer only.

2.3 BUILDING LINE / SETBACK

The Successful Tenderer shall at all times comply with URA’s and the relevant Competent Authorities’ requirements on the building line setback. Notwithstanding the generality of the

foregoing, the building setbacks (including basement structures) shall be based on the boundary of the said Land delineated on the Certified Plan No. 90526.

The Successful Tenderer shall conform to URA's Current Guidelines for Condominium Housing Development with regard to Building Spacing and Setback Standards.

2.4 BUILDING HEIGHT

The said development shall be subject to a technical height control of 63m to 64m AMSL. The technical and storey height control of the said development is to comply with all applicable standing guidelines issued by the Competent Authorities, including URA's Development Control Guidelines. The Successful Tenderer is to check with the Competent Authorities on the standing guidelines as the guidelines are reviewed from time to time. The lowest technical and storey height control imposed by the Competent Authorities will be applicable to the said Land. The final technical and storey height are subject to the approval of the Competent Authorities.

The Successful Tenderer shall ensure that all developments, structures and fixtures on the said Land do not exceed the maximum allowable height of 63m to 64m AMSL. Such developments structures and fixtures include those on the roof tops, whether permanent or temporary, transient or stationary (including but not limited to building superstructure, water tanks, lift motor rooms, TV antennae, cranes, maintenance equipment, lightning conductors, moving objects, vegetation, etc.) and all construction equipment and temporary structures (including but not limited to cranes, piling rigs, etc.) are subject to the same height limit. The Republic of Singapore Air Force's (RSAF) clearances shall be sought for the use of crane or tall construction machineries above 48m AMSL. Successful Tenderer shall email height_control@defence.gov.sg.

The Successful Tenderer shall submit to the Civil Aviation Authority of Singapore (CAAS) a certified surveyor as-built plan prior to applying to the Building Control Authority (BCA) for the Temporary Occupation Permit or Certificate of Statutory Completion for the said development on the said Land.

The Successful Tenderer shall obtain CAAS' and RSAF's prior written approval before mobilising and/or installing any construction machineries on the said Land. An application to CAAS is to be submitted by the Successful Tenderer using the Crane Application Form available at URL: <http://www.caas.gov.sg/e-services-forms/e-services/application-for-obstacle-clearance>.

The Successful Tenderer is to consult URA's Development Control Group when the detailed development plans are available.

In the event where there are any communication installations on the said Land, the Successful Tenderer is advised to seek clearance from relevant agencies such as Info-communications Media Development Authority of Singapore (IMDA).

2.5 DEVELOPMENT CONTROL

The said development must comply with Development Control Guidelines issued from time to time by the Competent Authority under the Planning Act (Cap 232).

The building massing and design treatment of the development must be sensitive to the surrounding environment. The layout of the building blocks shall be subject to evaluation at the Development Application stage. The Successful Tenderer can refer to URA's circular dated 4 March 2010 titled "*Sensitive Design and Development: An Industry Guide of Good Practices to Minimise Wall-like Developments*" on possible design treatment options for the development.

Where applicable, the Successful Tenderer's Qualified Person shall submit a Development Statement of Intent (DSI) together with their development proposal submitted to the Competent Authority under the Planning Act (Cap. 232) at the formal submission stage as per prevailing guidelines and circulars issued by the Competent Authority.

2.6 URBAN DESIGN AND ENVIRONMENT CONSIDERATIONS

The architectural solution must respect the context/built environment of the said Land in its setting.

The proposed design solution shall blend in with the surrounding developments and be conducive to the overall surrounding character/ambience.

The Successful Tenderer shall ensure that the said development and its activities will not cause any undue nuisance to the surrounding/adjacent developments in terms of noise, glare, smell and any other form of pollution.

2.7 PLATFORM LEVEL

The existing levels of the said Land are as shown in the Topographical Survey Plan No. 1567-AGS-TP-TAP-3559-01. Public Utilities Board (PUB) has specified that the minimum platform level (MPL) for the said Land shall not be lower than 14.0-14.5m above Singapore Height Datum, or 600mm above the adjacent road / ground levels for industrial / institutional / commercial / multi-unit residential developments, or any other levels as determined by PUB as in clause 2.1 of the latest 7th edition of Code of Practice on Surface Water Drainage (COP), whichever is the highest. The final platform level is subject to the relevant Competent Authorities' approval. The Successful Tenderer shall be required to seek approvals from the relevant Competent Authorities on the platform levels before commencement of its building layout design.

All the cost and expense incurred in carrying out earth cutting and filling of the existing ground, if necessary, to the proposed platform level shall be borne by the Successful Tenderer.

In changing the platform levels, the Successful Tenderer shall ensure that the revised platform levels of the said Land shall satisfy the drainage requirements in compliance with PUB's current Codes of Practice on the Surface Water Drainage and the Sewerage & Drainage (Surface Water Drainage) Regulations. The Successful Tenderer shall also check and ensure that the revised platform level will still meet all the requirements of the relevant Competent Authorities.

The Successful Tenderer shall conduct thorough investigations of the said Land and ensure that the runoff within, upstream of and adjacent to the said Land can be effectively drained away without causing flooding within the said Land and in the vicinity of the said Land, all in compliance with the PUB's relevant Codes of Practice.

All earthworks, slope and embankments shall be contained within the boundaries of the said Land.

2.8 PARKING

The Successful Tenderer shall provide parking lots for the said development in accordance with the full physical parking requirements of the prevailing Parking Places (Provision of Parking Places and Parking Lots) Rules. Basement carparks shall have a setback from the boundaries according to URA's guidelines.

The design of the parking place shall include adequate spaces for vehicles to carry out furniture delivery or house-moving activities. The Successful Tenderer is strongly encouraged to provide parking lots for motorcycles within the layout of the carpark.

2.9 VEHICULAR INGRESS / EGRESS

The Land Transport Authority (LTA) requires the Successful Tenderer to comply with the following requirements:

- i) The vehicular ingress / egress (the access) to the said Land shall be taken from Tampines Street 62. The access shall be positioned 30m away from the access of the adjacent site reserved for future place of worship. The approximate position of the access is as shown on the Site Plan and Control Plan. The actual position is subject to LTA's approval based on the layout of the said development to be proposed by the Successful Tenderer.

- ii) Access to service areas (e.g. bin centre, electrical substation, loading / unloading bays) shall be taken from within the said development. No service access will be allowed to be taken from the public roads.
- iii) Drop barriers and guard post shall be located within the said development and away from the road reserve line so as to provide sufficient vehicle queue length for at least 2 cars to prevent any congestion onto the surrounding public roads.
- iv) All drop-off / pick up points are to be provided within the said development and shall be adequately designed for. It shall not affect the ingress / egress movement and shall be located further in the said development to prevent traffic queues from spilling onto the main road.

The Successful Tenderer shall at his own cost and expense, construct the culverts for the access and hand it over to the relevant Competent Authorities for management and maintenance.

The exact location and detailed proposal for the access point and the traffic layout arrangement are subject to the requirements and approval of LTA and other relevant Competent Authorities.

Detailed plan submission, including the traffic plans for the said development showing the details of the accesses, etc., shall be made to LTA's Development Building Control (DBC) Division for review and clearance during the DC and BP stages.

2.10 CYCLING INFRASTRUCTURE AND CYCLING-RELATED REQUIREMENTS

LTA requires the Successful Tenderer to comply with the following requirements:

Bicycle Parking Provision

- i) The Successful Tenderer is required to comply in full with the LTA bicycle parking requirement under the Parking Places (Provision of Parking Places and Parking Lots) Rules 2018. A guide for Bicycle Parking and related facilities can be found in the Code of Practice for Street Works Proposals relating to Development Works and Code of Practice for Vehicle Parking Provision in Development Proposals.
- ii) As good practice, the Successful Tenderer should set aside at least 20% of the total bicycle parking lots on the ground floor where it is freely accessible and visible to visitors visiting the said development.
- iii) The bicycle parking lots shall be securely anchored and non-removable. The Successful Tenderer may however propose alternative layouts and designs for LTA's consideration and approval.
- iv) The Successful Tenderer should consider existing vehicular and pedestrian movement when locating bicycle parking lots within the said Land. Bicycle parking lots shall be segregated from pedestrian walkways, driveways and car park access to ensure safety of motorists, pedestrians and cyclists. It is advantageous to provide separate pathways for cyclists and motorised vehicles to avoid conflict between cyclists and other road users.
- v) The Successful Tenderer is strongly encouraged to provide higher capacity lifts to cater to higher cycling demand. The recommended dimensions for such lifts can be found in Code of Practice for Street Works Proposals relating to Development Works.
- vi) The Successful Tenderer shall obtain clearance from the Competent Authority on all matters related to the bicycle parking facilities before commencing the construction of the bicycle parking lots.

Walking and Cycling Plan

- i) The Successful Tenderer shall submit a Walking and Cycling Plan (WCP) to LTA and URA for approval. The purpose of the WCP is to ensure that pedestrian and cycling connectivity is well-considered and an integral part of the design of the said development. Direct and seamless connection to transport nodes and related facilities shall be provided for

whenever possible. Details of the WCP submission can be found in LTA's Code of Practice for Street Works Proposals relating to Development Works.

2.11 LOCATION OF BIN CENTRE

The bin centre shall be sensitively located within the said Land such that it does not become a nuisance to residents in the surrounding developments. The entrance of the bin centre shall face inwards within the said development.

The Successful Tenderer shall ensure that the bin centre and its entrance area, including any parking space for refuse trucks, are located away from any adjacent landed housing estate (if any).

The service driveway for the bin centre is to be integrated within the said Land and the length of the service driveway must be able to accommodate all service vehicles.

Lush planting and / or screening shall be provided to screen the bin centre and service areas from view of the residents in the adjacent landed houses (if any), and users of the surrounding public roads and walkways.

PART III

3.0 OTHER REQUIREMENTS

3.1 COVERED LINKWAY PROVISION

LTA requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer is required to design and construct a covered linkway from the said development to the bus stop fronting the said development along Tampines Street 62. The route of the covered linkway shall be barrier-free. The Successful Tenderer is encouraged to place the pedestrian side gate near to the bus stop.
- ii) Existing commuter facilities within the road reserve affected by the said development are to be reinstated and made good.
- iii) The parts of the covered linkway within the road reserve are to be designed as standalone structure i.e. separated from the internal structures. The detailed design and construction of the covered linkway are to comply with the requirements of LTA and the relevant Competent Authorities, complete with lightings and fittings. The Successful Tenderer shall submit a detailed proposal of the covered linkway to LTA and all other relevant Authorities for approval.
- iv) The Successful Tenderer shall, at his own cost and expense, maintain the completed covered linkway to the satisfaction of the relevant Competent Authorities. LTA will only take over the portion of the covered linkway that is within the road reserve for maintenance upon the issue of Certificate of Statutory Completion (CSC).
- v) All costs and expenses relating to the implementation of the proposed covered linkway and other incidental costs shall be borne by the Successful Tenderer.

3.2 PRE- AND POST-CONSTRUCTION SURVEY

- i) The Successful Tenderer / Qualified Person (QP) in charge of the engineering works shall submit to HDB an engineering works plan before the commencement of work. The engineering works plan shall be prepared, signed and supervised by the Successful Tenderer / QP. The following shall be included in the engineering works plan:
 - a. Layout plan including site boundaries and cross-sectional details of works;
 - b. Layout plan and cross-sectional details of retaining structure and temporary support;
 - c. Method Statement of Construction including the types of equipment to be used;

- d. Method Statement of temporary and permanent works for excavation and construction;
 - e. Design calculations for work which affects HDB property;
 - f. Soil investigation report of said Land;
 - g. Proposal for monitoring the effect of the works on HDB property;
 - h. Condition survey of HDB property including photographs by an independent party with appropriate qualifications before construction work.
- ii) The Successful Tenderer / QP shall submit to HDB the condition survey of HDB property including photographs by an independent party with appropriate qualifications after construction work.

3.3 INSTRUMENTATION MONITORING

HDB requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer / QP shall ensure that the proposed works do not affect the integrity or stability of the foundation and structure of HDB buildings. Hacking to existing HDB structures is not permitted. The minimum distance from existing edge of columns to proposed excavation / piling is 6 m. During the progress of the engineering works, the Successful Tenderer / QP must provide adequate means of instrumentation to monitor the effect of the engineering works on HDB property. The Successful Tenderer / QP shall submit the type and location of such monitoring instruments and frequency of reading to HDB for clearance. The physical movement to be monitored shall include but not be limited to the following:-
- a) Lateral deflection of retaining structure;
 - b) Vertical deflection of column of HDB property / building;
 - c) Settlement of apron slab and beam of HDB property / building;
 - d) Levels of road or carpark or sewer manhole adjacent to HDB property / building;
 - e) Ground water level below / adjacent to HDB property / building;
 - f) Vibration movement in HDB property / building.

The instrumentation readings shall be recorded and reviewed by the Successful Tenderer / QP, and he shall submit a report to HDB within a week of recording.

- ii) Instrumentation on Fiber Reinforced Polymer (FRP) columns (if any)

For the purpose of instrument installation, the diameter of holes drilled must not exceed 10mm. The minimum spacing between these drilled holes is 300mm, centre-to-centre. No ram setting is allowed on the columns. Upon removal of instruments, the column surface shall be reinstated to its original form, and painted.

- iii) Alert (Trigger) and Work Suspension (Allowable) Instrumentation Level

The Successful Tenderer / QP shall establish Alert and Work Suspension levels for the instrumentation reading of the physical movement mentioned in Appendix C Clause 3.3(i) above. These Alert and Work Suspension instrumentation level readings shall be agreed upon with HDB before the commencement of Engineering works. On reaching a Work Suspension (Allowable) level at any location on site, the Successful Tenderer / QP is required to inform HDB through handphone and email immediately and follow up with a report to HDB reviewing the movement and predicting further movement up to completion of construction. Where necessary, the Successful Tenderer / QP shall submit to HDB for clearance, a proposal to limit further movement or additional monitoring. On reaching a Work Suspension level at any location, the Successful Tenderer / QP shall cause the work to be stopped. The Successful Tenderer / QP shall immediately inform HDB and implement measures to stop further movement. The Successful Tenderer / QP shall allow the work to continue only if the measures implemented are proved to be effective. The monitoring of movements shall be inclusive of another 6 months of monitoring after end of backfilling, shall be submitted to HDB.

iv) Piling and Pipe Jacking Works

The Successful Tenderer / QP shall ensure that the method of piling, piling operation and pipe jacking do not affect the structural integrity or stability of the existing HDB buildings or any building under construction. Piling shall generally be constructed by non-displacement techniques such as augering. The stability of the ground shall be ensured by the use of appropriate measures designed by the Successful Tenderer / QP. Notwithstanding the method used in the piling work, the Successful Tenderer / QP shall review and closely monitor the technical parameters and Instrumentation level as stated in Appendix C Clauses 3.3(i) to 3.3(iii) above. The Successful Tenderer / QP shall ensure that the noise generated as a result of the piling work is also kept to a minimum and within the limit set by the Relevant Authority.

The Successful Tenderer / QP shall check the as-built plans on piling, footing, pile-cap and all related plans of the affected structures to ensure that their works do not encroach into existing piles, footings, pile-caps and other structures. A confirmation that such checks has been carried out shall be submitted to HDB (Building & Infrastructure Group) before work commences.

v) Excavation Work

The Successful Tenderer / QP shall ensure that excavation work does not cause the lowering of ground water table nor any lateral soil movement. If the lowering of ground water table or soil movement is expected, the Successful Tenderer / QP shall submit to HDB detailed calculations showing expected scale and magnitude, and the resultant load imposed on HDB building. The conditions of instrumentation and monitoring set out in Appendix C Clauses 3.3(i) to 3.3(iii) above shall also apply to excavation work.

vi) Vibration

The Successful Tenderer / QP shall ensure that the proposed works or method of working does not cause undue vibration or unease and discomfort to HDB residents and damage to HDB property. The Successful Tenderer / QP shall take steps to minimise the magnitude and frequency of any such vibrations. If vibration is expected from the proposed works, the Successful Tenderer / QP shall submit to HDB detailed calculations showing the magnitude, frequency and the resultant load imposed on HDB property. The condition on instrumentation and monitoring contained in Appendix C Clauses 3.3(i) to 3.3(iii) above shall apply.

3.4 SERVICES AND SOIL REPORT

The information on existing services and soil report is indicative only. The HDB shall not be liable for any damages suffered or expenses incurred as a result of the information given and shall not be held responsible for their accuracy. There may also be departures from the courses and there may also be other findings of which no record is held. The Successful Tenderer is advised to carry out his own site verification at his own cost.

For underground services lines, the Successful Tenderer shall also carry out his own site verification and arrange and obtain approval from the relevant Competent Authorities and pay for the cost of any diversion or provision of the services including sewer lines etc. He shall be deemed to have included in his tender price such verification and diversion of services which may affect the said development to meet the specifications of the relevant Competent Authorities.

All new services lines serving the said development shall be contained within the said Land boundaries. The approval of the relevant Competent Authorities must first be sought before any connection can be made. All costs incurred shall be borne by the Successful Tenderer.

There may be services within or near the said Land. Prospective tenderers are required to carry out due diligence by purchasing the services plans from the respective service providers. Please contact the respective Services Providers for the services plans. For plans on electrical cables and gas, please approach the following Competent Authority and Public Utility Licensee for details, as they would like to keep a record of the parties who view the plans:

Electricity and Gas

SP PowerGrid Ltd

Mapping & Earthworks Administration Section
Pasir Panjang District Office
25 Pasir Panjang Road
Singapore 117536
Tel: 6916 5022
Email: mea@spgroup.com.sg

More information on the purchase of cable or gas pipe plans is available at <https://www.spgroup.com.sg/what-we-do/electricity-and-gas> under the heading, "Earthworks".

Singapore Telecommunications Limited (Singtel)

Singapore Telecommunications Limited

Outside Plant Engineering
375 Tanjong Katong Rd, #03-00
Blk 1 Tanjong Telecommunication Complex
Singapore 437132
Tel: 6342 5900 / Fax: 6440 6305
E-mail: g-plansale@singtel.com

More information on purchase of Singtel plant route plans are available at <http://info.singtel.com/earthwork>.

3.5 EXISTING FOOTINGS, OBSTRUCTIONS AND OTHER MATERIALS

There may be footings and other obstructions left in the ground. The Successful Tenderer shall at his own cost and expense, carry out his own site verification of the possible positions of the footings, obstructions and other materials and ascertain the effect of these on the said development.

The Successful Tenderer shall be deemed to have taken into account the costs of such verification, tests, removal of the possible footings, obstructions and other materials etc. which may affect the said development in his tender price.

3.6 SLOPES AND EARTH RETAINING STRUCTURES

The Successful Tenderer shall ensure that all slopes and earth retaining structures where required shall be designed to comply with the requirements of the relevant Competent Authorities. All slopes and earth retaining structures shall be kept within the boundary of the said Land.

The Successful Tenderer shall submit the details and design calculations prepared by a Professional Engineer for any proposed slopes or earth retaining structures to HDB and to the relevant Competent Authorities for approval before commencement of works.

3.7 WORKING AREA

The Successful Tenderer shall confine the construction work within the boundary of the said Land. He shall not cause obstruction to other parties who may be working around the said Land at the same time.

Hoarding shall be put up by the Successful Tenderer to ensure the safety and well being of pedestrians. These hoarding shall be maintained in good condition throughout the project completion period of the said development.

3.8 CLEANING AND MAINTENANCE OF ROADS AND DRAINS

The Successful Tenderer shall maintain the cleanliness of public roads and drains used by his vehicles throughout the project completion period. He shall construct a washing bay for the cleaning of earth-laden lorries before they leave the work site and shall be responsible for cleaning up all deposits left by his vehicles on the road. The Successful Tenderer shall be responsible for paying any fines imposed by the relevant Competent Authorities e.g. Environmental Health Department, Traffic Police etc.

3.9 PLANS OF PROPOSED DEVELOPMENT

The Successful Tenderer shall submit DC plans and Building Plans to HDB for its endorsement on behalf of the Government as landowner before these plans are submitted to the Competent Authority for approval. The Successful Tenderer shall submit 2 extra sets of plans for HDB's retention.

The HDB shall have the right to require the Successful Tenderer to amend and modify the above mentioned plans submitted by him.

3.10 DEVIATIONS FROM PLANNING REQUIREMENTS

The requirements set out in this Part relating to location, height, size, area or extent of uses, etc., are specified with a view to achieving the relevant planning objectives as outlined or indicated in the provisions in this Part. The Successful Tenderer may submit for the HDB's consideration alternative proposal to any such requirements. Where HDB is satisfied that the alternative proposal will also serve to achieve the planning objective relevant to the requirement, the Successful Tenderer may be allowed to adopt such an alternative proposal instead; in which event, the relevant provisions in this Part shall be deemed to be complied with. HDB however reserves the absolute discretion to decide whether or not to allow any alternative proposal to be adopted.

3.11 PUBLIC COMMUNICATIONS PLAN

The Successful Tenderer is required to carry out a public communications plan as part of the efforts to keep the local community informed of the development plans for the said Land.

The local community is defined as:

- a) all residents of HDB flats, private condominiums / flats and landed houses;
- b) Management Corporation Strata Title (MCST) Committee of private residential developments and Neighbourhood Committees; and
- c) administration of schools and other institutions

that fall within a 100m (approximate) radius of the said Land.

In addition, it shall include the local Member of Parliament (MP), Advisor, Constituency Director of the Constituency and General Manager of Town Council.

The Successful Tenderer is required to meet up with the local community (when required) to explain the internal development layout of the project and the mitigating measures.

The Successful Tenderer is required to handle any feedback from public arising from the proposed development and the associated works.

Stage 1: Prior to the first submission of plans to HDB for Endorsement

Prior to the erection of any hoarding or commencement of any clearance and / or tree-felling on the said Land, the Successful Tenderer shall distribute flyers to the local community containing the following information and ensure this information are accurately presented:

- a) Project information (e.g. type of development, number of units, storey height, vehicular access);

- b) Location map showing hoarding, construction access etc;
- c) Infrastructure works to be carried out and removal of existing facilities;
- d) Key milestones in the construction programme [e.g. site clearance, hoarding works, commencement and duration of piling works, expected date of issuance of Temporary Occupation Permit (TOP)];
- e) Details of proposed measures to mitigate the impact of development to the surrounding environment and users;
- f) Contact details of the Successful Tenderer for the community to highlight issues such as noise and dust arising from the construction activities, and to provide feedback on the proposal; and
- g) The hotline numbers of the relevant departments in BCA, NEA, MOM and URA.

Prior to the distribution of the flyer, the Successful Tenderer shall ensure that information as outlined above (a – g) are included in the flyer and inform the HDB on the distribution date with a copy of Form A as shown in **Appendix C (I)** and flyer.

After the distribution of the flyers, the Successful Tenderer shall submit to the HDB a duly completed Form B as shown in **Appendix C (II)**. This Form B is to be submitted together with the first submission of plans to HDB for endorsement.

Upon submission of Form B to the HDB, the Successful Tenderer may proceed with the erection of hoarding, on which the contact details of the Successful Tenderer and the hotline numbers of relevant departments in BCA, NEA and MOM shall be prominently displayed.

Stage 2: Prior to the submission of plans to HDB for endorsement for WP application

After the grant of Provisional Permission by the Competent Authority under the Planning Act (Cap. 232) for the proposed said development, the Successful Tenderer shall distribute additional flyers to the local community containing detailed information on the proposed development. The information to be provided shall include those in the Stage 1 flyer as well as (but not limited to) the following:

- a. Schematic site layout showing the location of building blocks and facilities such as the bin centre, electrical substation, BBQ pits, etc.; and
- b. Indicative timeframe for the community to respond to the proposal, which shall be at least 2 weeks from the date the flyers are distributed.

The Successful Tenderer is required to submit a copy of the flyer for the HDB's approval before the distribution to the local community.

At least 2 weeks after the date of distribution of flyers, the Successful Tenderer shall submit to the HDB a duly completed Form C as shown in **Appendix C (III)** and a duly completed Form D as shown in **Appendix C (IV)**, which is a final collation of the feedback received on the proposed development, if any, together with an explanation of how the development proposal seeks to sensitively address the concerns raised by the local community. Both Forms C & D are to be submitted together with the submission of plan, which shall be made no earlier than 3 weeks from the date the flyers are distributed, to the HDB for endorsement.

After the endorsement of the submission of plans by the HDB, the Successful Tenderer is required to submit to the Competent Authority a copy of Form C & D as part of the application for planning approval.

The Successful Tenderer shall not commence structural works until the Competent Authority has given written consent for the Successful Tenderer to proceed to apply to BCA for the permit to commence structural works, or has granted Written Permission under the Planning Act (Cap. 232).

FORM A
PUBLIC COMMUNICATIONS PLAN

Details of Developer	To:	INSTRUCTION:
Company Name:	Land Sales & Lease Administration	This form is to be duly completed and submitted to the HDB prior to the distribution of the Stage 1 flyer.
Address:	Housing & Development Board HDB Hub	
Tel no:	480 Lorong 6 Toa Payoh	
Email:	Singapore 310480	
Proposed Development: _____ _____		
Lot no.: _____ TS/MK: _____		
Key milestone		Proposed date of commencement* (MM/YYYY)
1.	Send Stage 1 flyer to local Member of Parliament (MP) and Advisor	
2.	Distribution of Stage 1 flyer containing brief project information and contact details of parties specified	
3.	Submission of Form B	
4.	First submission of development proposal	
5.	Erection of hoarding / site clearance	
6.	Obtain grant of Provisional Permission	
7.	Send Stage 2 flyer to local Member of Parliament (MP) and Advisor	
8.	Distribution of Stage 2 flyer containing detailed project information	
9.	Submission of Form C	
10.	Submission of Form D	
11.	Construction schedule a) Piling b) Sub-structure c) Superstructure d) M&E works e) Finishes	
Name, Designation & Signature of Developer's representative		

* Subject to changes. The HDB shall be kept informed of any changes to the public communications plan.

FORM B

DECLARATION BY THE DEVELOPER (FOR FIRST SUBMISSION OF PLANS TO HDB)

<u>INSTRUCTION:</u>	
This form is to be duly completed and submitted to the HDB together with the first submission of plans for HDB's endorsement, which shall be made no earlier than 1 week from the date the flyers are distributed	
Details of Developer	To:
Company Name:	Land Sales & Lease Administration
Address:	Housing & Development Board
Tel no:	HDB Hub
Email:	480 Lorong 6 Toa Payoh
	Singapore 310480
Proposed Development: _____	
Lot no.: _____ TS/MK: _____	
I, _____ (Name), _____ (Designation), hereby declare on behalf of the developer that in accordance with Condition 3.11 of the Additional Conditions of Tender, flyers containing brief information on the project and the contact details of the parties specified in the said Condition have been distributed to the local community* on _____ (Date).	
Signature:	Date:

* Local community is defined and includes the parties specified in Condition 3.11 of the Additional Conditions of Tender

FORM C
DECLARATION BY THE DEVELOPER

(FOR SUBMISSION OF PLANS SUBSEQUENT TO THE GRANT OF PROVISIONAL PERMISSION)

<p><u>INSTRUCTION:</u></p> <p>This form is to be duly completed and submitted to the HDB together with the submission of plans to HDB subsequent to the grant of Provisional Permission, which shall be made no earlier than 3 weeks from the date the flyers are distributed.</p>	
<p>Details of Developer</p> <p>Company Name:</p> <p>Address:</p> <p>Tel no:</p> <p>Email:</p>	<p>To:</p> <p>Land Sales & Lease Administration Housing & Development Board HDB Hub 480 Lorong 6 Toa Payoh Singapore 310480</p>
<p>Proposed Development: _____</p> <p>_____</p> <p>Lot no.: _____ TS/MK: _____</p>	
<p>I, _____ (Name), _____ (Designation), hereby declare on behalf of the developer that in accordance with Condition 3.11 of the Additional Conditions of Tender, flyers containing detailed information on the development project and the contact details of the parties specified in the said Condition have been distributed to the local community* on _____ (Date).</p>	

Details of preliminary feedback received from the local community (if any):

Signature:

Date:

** Local community is defined and includes the parties specified under Condition 3.11 of the Additional Conditions of Tender*

FORM D
CONSOLIDATED FEEDBACK ON PROPOSED DEVELOPMENT

(FOR SUBMISSION OF PLANS SUBSEQUENT TO THE PROVISIONAL PERMISSION)

<p><u>INSTRUCTION:</u></p> <p>This form is to be duly completed and submitted to the HDB as part of the submission of the plans subsequent to the grant of the Provisional Permission, which shall be made no earlier than 3 weeks from the date the flyers are distributed.</p>	
<p>Details of Developer</p> <p>Company Name:</p> <p>Address:</p> <p>Tel no:</p> <p>Email:</p>	<p>To:</p> <p>Land Sales & Lease Administration Housing & Development Board HDB Hub 480 Lorong 6 Toa Payoh Singapore 310480</p>
<p>DC Reference:</p> <p>_____</p> <p>Proposed Development:</p> <p>_____</p> <p>_____</p> <p>Lot no.: _____ TS/MK: _____</p>	
<p>I, _____ (Name), _____ (Designation), hereby declare on behalf of the developer that in accordance with Condition 3.11 of the Additional Conditions of Tender, the table below has included all feedback that has been received from the local community, up to the date of the submission of this development application.</p>	

Feedback received from the local community and how the development proposal has sensitively addressed the feedback raised*:

Feedback Received from Local Community	Proposed Measures

Signature:

Date:

* This must include all feedback received up to the point of the submission of the plans to HDB.

**PROPOSED EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT
LAND PARCEL AT TAMPINES STREET 62**

**CONDITIONS AND REQUIREMENTS OF RELEVANT COMPETENT AUTHORITIES
AND PUBLIC UTILITY LICENSEES
(FOR INFORMATION OF TENDERERS)**

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1.0 DEFINITION

The lease of the Land Parcel at Tampines Street 62 ("the said Land") is subject to the Additional Conditions of Tender and the Conditions of Tender for the said Land contained in the Developer's Packet.

2.0 GENERAL CONDITIONS AND REQUIREMENTS

- 2.1 The Successful Tenderer is required to consult and comply with all technical conditions imposed by the relevant authorities such as the Urban Redevelopment Authority, Land Transport Authority, National Environment Agency, Public Utilities Board, SP Power Grid and the Singapore Civil Defence Force, etc.
- 2.2 The Successful Tenderer for the said Land is required under the said Conditions of Tender to ascertain the exact and detailed conditions and requirements of all relevant Competent Authorities and Public Utility Licensees in respect of the said development thereon and shall at his own cost and expense observe and comply with the same.
- 2.3 Without affecting the generality of paragraph 2.1 above and without prejudice to the obligations of the Successful Tenderer as set out therein, the contents herein are provided for the information of the tenderers only. Whilst every care and attention has been taken in the compilation and preparation hereof, it does not warrant that the contents herein represent all the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the said development on the said Land or that they are free from errors or omissions whatsoever. The contents herein are subject to changes by the relevant Competent Authorities and Public Utility Licensees concerned and the onus lies on the Successful Tenderer to verify these conditions and requirements directly with HDB, the relevant Competent Authorities and Public Utility Licensees and comply with their prevailing conditions and requirements.
- 2.4 A summary of the initial services requirements of the relevant Competent Authorities and Public Utility Licensees is set out herein. It serves only as an indication of the possible work involved with regards to services, and is by no means exhaustive or final.
- 2.5 The Successful Tenderer shall ensure that the following requirements are complied with:
- 2.5.1 To consult and liaise directly with the relevant Competent Authorities and Public Utility Licensees regarding the actual locations of all service mains within the said Land and on the requirements and conditions for services diversion, if any, and provision prior to the commencement of site work. All necessary precautions shall be taken by the Successful Tenderer to safeguard the service mains before they are diverted.
 - 2.5.2 To engage his own licensed Cable Detection Worker and licensed Telecommunication Cable Detection Worker to carry out cable detection and if necessary to carry out trial trenches to locate any manholes and cable routes prior to the commencement of site work. The Successful Tenderer shall bear the cost of any diversion work.
 - 2.5.3 To ensure that all service mains that do not need to be diverted are identified and provided with protection, if necessary, during the construction stage of the said development. The cost of repairs to any damaged service main as a result of work carried out by the Successful Tenderer shall be borne by the Successful Tenderer.
 - 2.5.4 To ensure that the relevant Competent Authorities and Public Utility Licensees are allowed free and unconditional access at all times to services that remain within the said Land for the purpose of installation, maintenance, repair and improvement works and all other work and activities incidental thereto.
 - 2.5.5 To make his own arrangements with the relevant Competent Authorities and Public Utility Licensees and pay for the fees and costs of any diversion and/ or "capping off" of existing services, provision of service mains and service connection, if any, in relation with the said development.
 - 2.5.6 To provide for all the internal distribution for water, electricity, drainage and sanitary discharge for the said development.

- 2.5.7 To liaise with all the relevant Competent Authorities and Public Utility Licensees on upgrading the road reserves abutting the said Land to ensure that the necessary roadside drains, sidetable, kerb, etc., are carried out in accordance with the prevailing Road Reserve requirements.
- 2.5.8 To ensure that all proposed infrastructure is to be implemented in accordance to the requirements of the relevant Competent Authorities, and to initiate and complete the handover of the relevant infrastructure to the respective Competent Authorities upon completion.
- 2.6 The Successful Tenderer shall be responsible to carry out at his own cost and expense his own site investigation to verify whether there is any sub-structure or other obstructions e.g. footings, piles, tree roots, etc., in the ground of the said Land, and ascertain their effect on the said development.
- 2.7 There may be some other existing services affected by the said development. The Successful Tenderer shall inform the relevant Competent Authorities and Public Utility Licensees immediately and bear the necessary cost of diversion and/or "capping off" of these existing services, if any.
- 2.8 In general, no structure shall be sited close to or over existing and proposed services. The Successful Tenderer shall comply with all requirements as stipulated by the relevant Competent Authorities and Public Utility Licensees.

3.0 REQUIREMENTS OF LAND TRANSPORT AUTHORITY (LTA)

LTA requires the Successful Tenderer to comply with the following requirements:

- i) All proposed street works, as well as proposed engineering/construction works within the road reserve shall be prepared/designed, submitted, supervised and constructed in accordance with Street Works (Private Street Works) Regulations, Street Works (Public Street Works) Regulations and the following prevailing standards and code of practice:
 - a) Code of Practice (COP) on Street Work Proposals Relating to Development Works;
 - b) LTA Standard Details of Road Elements;
 - c) Materials & Workmanship Specifications for Civil & Structural Works;
 - d) Code of Practice for Road Opening Works;
 - e) Code of Practice for Traffic Control at Work Zone;
 - f) Architectural Design Criteria; and
 - g) Civil Design Criteria.
- ii) The technical details, extent and completion date of such works shall comply with the requirements of the LTA and other relevant Competent Authorities.
- iii) The Successful Tenderer shall at his own cost and expense, carry out all the proposed works.
- iv) The Successful Tenderer shall seek clearance from the Development & Building Control Division of LTA on the details of the development proposal during the DC, BP and Engineering Work Proposal submission stages.

4.0 REQUIREMENTS OF CATCHMENT AND WATERWAYS DEPARTMENT (C&W), PUBLIC UTILITIES BOARD (PUB)

PUB requires the Successful Tenderer to comply with the following requirements:

- i) The minimum platform level (MPL) for the said Land shall not be lower than **14.0-14.5m** above Singapore Height Datum, or 600mm above the adjacent road / ground levels for industrial / institutional /commercial / multi-unit residential developments, or any other levels as determined by PUB as in clause 2.1 of the latest 7th edition of Code of Practice on Surface Water Drainage (COP), whichever is the highest.

- ii) In complying with the minimum platform level (MPL) requirement, the Successful Tenderer shall conduct thorough investigations of the said Land and determine suitable platform profiles to ensure that the runoff within, upstream of and adjacent to the said Land can be effectively drained away without causing flooding within the said Land and in the vicinity of the said Land. The topography of the said Land shall not be changed without the prior approval of PUB(C&W). Any proposal to level / backfill the subject site shall be submitted to PUB(C&W) for comments and approval.
- iii) The existing drainage system, including earth drains, within and in the vicinity of the said Land shall not be altered, disturbed, filled, diverted, blocked or interfered with without prior approval from PUB(C&W). Any proposal to alter / divert the drains shall be submitted to PUB(C&W) early for comments and approval.
- iv) The design and construction of the said development within the said Land shall not cause damage to or affect the structural integrity of the roadside drain / existing drainage system. Any damages caused to the drainage structures / facilities shall be reinstated by the Successful Tenderer at his own cost and to the satisfaction of PUB(C&W).
- v) Proper drainage system shall be provided at all stages of works. All proposals of drainage works shall be submitted to PUB(C&W) for clearance.
- vi) Water catchment requirements
 - a) The said Land is within the Tampines New Town water catchment.
 - b) The said development shall not result in any loss of yield from the catchment area.
 - c) Stringent pollution control measures shall be incorporated in the design and during the construction of the said development.
 - d) All sewage and sullage water shall be discharged into a public sewer.
 - e) Storage of toxic and hazardous materials shall not be allowed.
 - f) If there is any earth filling work at the said Land, use good earth free of any debris or construction waste materials. If sand is used for backfilling, do not use marine sand. Only washed sand with chloride content not exceeding 0.01% (by Weight) shall be allowed. Test reports on the chloride content of the washed sand shall be submitted to PUB(C&W) for records before commencement of work.
- vii) PUB has in 2006 launched the Active, Beautiful and Clean Waters (ABC Waters) Programme. As part of the Programme, PUB has launched ABC Waters design guidelines which provide ideas on how natural runoff treatment systems termed ABC Waters design features such as rain gardens, vegetated swales and bioretention swales can be integrated within a development. These features detain / slow down stormwater runoff and improve water quality by using plants and soil. They also enhance landscape and biodiversity of the development. Specific information on the design of these features can be found at the website <https://www.pub.gov.sg/abcwaters/designguidelines>.
- viii) Industrial, commercial, institutional and residential developments greater than or equal to 0.2 hectares in size are required to control the peak runoff discharged from the said Land. The maximum allowable peak runoff to be discharged to the public drains will be calculated based on a runoff coefficient of 0.55, and for design storms with a return period of 10 years and for various storm durations of up to 4 hours (inclusive). Peak runoff reduction can be achieved through the implementation of ABC Waters design features and structural detention and retention features, such as:
 - a) Detention tanks;
 - b) Retention / Sedimentation ponds;
 - c) Wetlands;
 - d) Bioretention swales;
 - e) Bioretention basins or rain gardens;
 - f) Porous pavements, etc.

Details (calculations and/or hydraulic model results) showing how the proposed system meets the required peak runoff rates shall be submitted and endorsed by PE (Civil). For systems that include ABC Waters design features to meet the required peak runoff rates, the details must be endorsed by an ABC Waters Professional, who is also a PE (Civil).

For design guidance on detention tank systems, QPs can refer to the Technical Guide for

On-site Stormwater Detention Tank Systems, available on the PUB website.

For design guidance on the ABC Waters design features, QPs can refer to the ABC Waters Guidelines and relevant chapters in the Engineering Procedures, available on the PUB website. Due consideration shall be given to meeting ABC Waters stormwater quality objectives, which will often require treatment of stormwater runoff using ABC Waters design features.

- ix) PUB encourages the implementation of ABC Waters design features in the said development. The design and construction supervision of ABC Waters design features as well as drawing up the maintenance plan for these features shall be carried out by an ABC Waters Professional.

The said development can also apply for ABC Waters certification. Information regarding ABC Waters Certification can be found via the link:
<https://www.pub.gov.sg/abcwaters/certification>.

The Successful Tenderer can contact Ms Ong Geok Suat (ong_geok_suat@pub.gov.sg) and Ms Enid Chen (enid_chen@pub.gov.sg) for issues related to ABC Waters design features or certification.

- x) Effective erosion and sediment control measures shall be provided by the Successful Tenderer and the QP shall advise the Successful Tenderer to provide such effective measures and facilities with inputs from Qualified Erosion Control Professional (including site management system and perimeter cut-off drain, silt traps, storage ponds, treatment plants, etc.) to ensure clean discharge that complies with the statutory requirement. The proposed erosion and sediment control measures shall be submitted by a Qualified Erosion Control Professional (QECP) to Public Utilities Board before the commencement of works. All affected watercourses shall be desilted and cleared until the completion of works. For reference, the information can be found on the website www.pub.gov.sg/drainage/earthcontrolmeasures.
- xi) The planning, design, construction activities and procedures for plan submission shall comply fully with the requirements stipulated in the prevailing Code of Practice on Surface Water Drainage and the Sewerage and Drainage (Surface Water Drainage) Regulations 2007 and any subsequent addendum to the Code of Practice. The Code of Practice can be downloaded from the PUB website at https://www.pub.gov.sg/Documents/PUB_COP_7th_Edition.pdf.
- xii) Please contact Mr Jaspel Tan at Tel: 6731 3453 or Mr Tan Leh Ho at Tel: 6731 3804 if any clarifications are needed.

5.0 REQUIREMENTS OF WATER RECLAMATION (NETWORK) DEPARTMENT (WRN), PUBLIC UTILITIES BOARD (PUB)

PUB requires the Successful Tenderer to comply with the following requirements:

- i) The planning of this project shall comply with the **Code of Practice on Sewerage and Sanitary Works 2nd Edition 2019** [thereafter referred to as the "**COPSSW (2nd Ed.)**"].
- ii) Currently, there is no existing **public sewer available for connection** within / in the vicinity of the said Land.
- iii) Please note that there will be proposed sewers ranging from 225mm to 1000mm diameter along Tampines North Drive 2 / Tampines Street 62 to be implemented by HDB.
- iv) The said development shall connect to the proposed 750mm diameter sewer being laid by HDB along the new Tampines Street 62.
- v) Thorough site investigation shall be carried out to determine the exact positions and levels of the existing sewers.
- vi) No building / structure / piling / retaining structure, etc. (whether temporary or permanent), except lightweight and demountable elements (such as awnings, surface drains,

compound boundary wall & fencing, planting troughs and link-way shelters), shall be sited over or across any sewers / pumping mains without the approval of PUB. All proposed structures shall be kept as far away from the existing sewers / pumping mains as possible and no nearer than the following minimum lateral clearances (also known as sewer / pumping main setback):

Sewer / Pumping Main Nominal Diameter (mm), D	Sewer / Pumping Main Depth (m)	Minimum Setback Distance (m)*
≤ 600	≤ 3	1.0
	> 3 and ≤ 5	1.5
	> 5	2.0
> 600 to 1500	All	0.5D + 2.5

* measured from the outer most edge of the structure, including foots and overhangs, to the **centreline** of the sewer / pumping main pipe or DTSS.

- vii) More details can be found in **COPSSW (2nd Ed.) Sections 1.2.4 and 1.2.5**.
- viii) No sewerage systems (including abandoned sewers / pumping mains, any sensors, meters, equipment, instruments, etc. within manholes) shall be altered / interfered with without the approval from PUB(WRN). Where diversion / removal of any sewer / pumping main is required, it shall be carried out by the Successful Tenderer at his own cost and expense. Details of the diversion (pipe size, gradient, invert level, etc.) shall be submitted to PUB(WRN) for approval before the commencement of works.
- ix) The Successful Tenderer shall be responsible for seeking approval from all relevant authorities / land owners for the proposed sewerage works to be carried out beyond the said Land. Such approval or consent from the land owner / authorities shall not include any conditions that require PUB to provide a letter of undertaking to divert the sewerage infrastructure in future. The Successful Tenderer is to ensure that all sewerage and sanitary designs comply with PUB's Code of Practice.
- x) All sewers and manholes shall be readily accessible at all times to PUB for inspection and maintenance.
- xi) Where there are any Specified Activities within the public sewer corridor [i.e. 10m for sewer / main of diameter < 900mm, 20m for sewer / main of diameter ≥ 900mm and 40m for DTSS tunnel] as stipulated in **COPSSW (2nd Ed.) Section 2.1.2**, a written approval from the Director, Water Reclamation Network (WRN) Department of PUB should first be obtained before carrying out the specified activities at the site. QP shall submit the Application Form via the Protection of Water and Sewer Pipes (POWS) at <http://bpu.pub.gov.sg/pows> prior to any commencement of the specified activities. The applicant shall refer to **COPSSW (2nd Ed.) Section 2** for the technical requirements on sewer protection.
- xii) For the protection of large diameter (≥ 900mm) sewers and DTSS tunnels & structures, the following shall be strictly complied with:
 - a) The Successful Tenderer shall comply with PUB's requirements for protection of large diameter (≥ 900mm) sewers and DTSS tunnels & structures given in **COPSSW (2nd Ed.) Section 2.2**.
 - b) A registered surveyor shall be engaged to ascertain the exact locations of all existing sewers and the DTSS tunnel in the vicinity of the proposed works. The layout plan, cross-sectional and longitudinal details indicating the vertical and horizontal distances between the proposed works / specified activities (including tunnelling, pipe / cable laying, piles, earth retaining or any other structures, etc.) and the edges of all existing sewers / DTSS tunnel endorsed by the registered surveyor shall be submitted. *On request, PUB would provide the "as-built" DTSS tunnel X-Y coordinates / levels and details to facilitate the surveying works and preparation of the detailed plans.*

- c) To obtain information on the alignment and details of the DTSS tunnel / structures in the vicinity of the said Land, the Successful Tenderer may liaise with and send the request to Ms Esther Yuen (email: esther_yuen@pub.gov.sg), Mr Pham Huy Phuong (email: pham_huy_phuong@pub.gov.sg) or Mr Goh Song Yong (email: goh_song_yong@pub.gov.sg) with a copy of the purchased SIP for the area.
 - d) The detailed plans for the proposed works or specified activities must be submitted **early** to allow PUB(WRN) sufficient time to evaluate.
- xiii) The Successful Tenderer / QP must check for the presence of public sewerage pipelines by referring to the Sewerage Information Plan (SIP) and through site investigation. The SIP is available on SLA's INLIS at <https://www.sla.gov.sg/INLIS/#/PUB/UP/Search>. Please note that the sewerage information in SIPs is indicative and for reference only. A thorough site investigation, including trial trenches, shall be carried out to determine the exact position and levels of the existing sewers.
 - xiv) The guideline on 'Prevention of Damage to Public Sewerage System' can be found on the PUB website at https://www.pub.gov.sg/Documents/WRN_AdvisoryNotes.pdf. The QP / contractor is required to submit a notification to PUB's Network Management Branch (NMB) at least 7 days before the commencement of any works or specified activities within the public sewer corridor.
 - xv) Please contact Ms Wong Kar Geok at Tel: 6731 3663 or Ms Man Lai Peng at Tel: 6571 4005 if any clarifications are needed.

6.0 REQUIREMENTS OF WATER SUPPLY (NETWORK) DEPARTMENT (WSN), PUBLIC UTILITIES BOARD (PUB)

PUB requires the Successful Tenderer to comply with the following requirements:

- i) Water Supply Infrastructure / Land Use
 - a) Provision shall be made by the Successful Tenderer for PUB to lay new watermains along public road reserves / sidetables to the said Land. The cost for the laying of new watermains, if any, and connecting pipes to serve the said Land shall be borne by the Successful Tenderer.
- ii) Marking of Water Pipes
 - a) Please determine by means of trial holes the exact alignment and levels of all existing water pipes during the design stage and let PUB know whether they are affected by the proposed works so that PUB can advise whether diversion is required. If diversion is required for water pipes of 300 mm dia and below, consultation must be made at least 6 months ahead and the cost of diversion of any water pipes shall be borne by the Successful Tenderer. Diversion of existing water pipes of 500 mm and above, being vital water pipes, should be avoided unless absolutely necessary.
 - b) No structure either permanent or temporary may be erected over or within 1 metre from any water pipe. Buried water pipes require a minimum cover of 1 metre, and the Successful Tenderer must provide adequate protection for the water pipes should the cover be removed or reduced.
 - c) No services shall overcross or be erected over any watermain. Where a cable, pipe or drain undercrosses a water pipe, a clearance of 1 metre is required. No manhole is allowed on top of any water pipes. There must be a horizontal clearance of 1 metre between the manhole and water pipes.
 - d) The Successful Tenderer shall take all necessary precautions to safeguard and to avoid damage to all water pipes. The cost of repairs to any watermain damaged as a result of work carried out is to be borne by the party who caused the damage. The party will also be required to indemnify PUB against all losses and claims arising from damage to watermain. The party will also be billed for the estimated quantities of water

loss from the damaged main. The Successful Tenderer / PEs / QPs / Contractors shall comply with the requirements stated in the prevention of damage to PUB water mains advisory notes, which can be found on the PUB website at www.pub.gov.sg/Documents/Watermains_AdvisoryNotes.pdf.

- e) Under the Public Utilities (Protection of Water pipes infrastructure) Regulations 2017, the Successful Tenderer / PEs / QPs / Contractors shall make a submission to PUB (WSN) for specified activities carried out within the protection corridor of the water pipes prior to the commencement of works. For water pipes < 300mm dia, notification to PUB (WSN) with the required documents indicated in Pg 2 of the above Advisory Notes will suffice. For water pipes ≥ 300mm dia, approval from PUB (WSN) is required prior to the commencement of works. Any person who fails to comply is guilty of an offence under the Regulation and shall be liable on conviction to a fine not exceeding \$10,000 and, in the case of a continuing offence, to a further fine not exceeding \$250 for every day or part of the day during which the offence continues after conviction. The protection corridor for water pipes is stated in PUB water mains advisory notes, which can be found on the PUB website at www.pub.gov.sg/Documents/Watermains_AdvisoryNotes.pdf. Submission of specified activities shall be made via email to PUB_WSN_Surveillance@pub.gov.sg or PUB's Online Submission Portal, Protection of Water and Sewer pipes (POWS) at <http://bpu.pub.gov.sg/pows>.
- f) In general, care should be exercised to prevent any damages to PUB's water pipes and appurtenances. PUB would like to draw the Successful Tenderer's attention to Section 57 of the Public Utilities Act which stipulates a duty to enquire on water pipes before any person digs, bores, trenches, grades, excavates, tunnels or breaks any ground with any mechanical equipment, tool or explosive. PUB also wishes to highlight that under Section 47A of the Public Utilities Act, any person who, whether wilfully or otherwise, removes, destroys or damages or causes or permits to be removed, destroyed or damaged, any water pipes belonging to or under the management or control of the Board, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$40,000 or to imprisonment for a term not exceeding 3 months or to both; or if the water pipes is 300 mm or more in diameter, to a fine not exceeding \$200,000 or to imprisonment for a term not exceeding 3 years or to both. For more information on the Public Utilities Act, please refer to <http://statutes.agc.gov.sg/>.
- g) PUB's water pipes and connections must be accessible for maintenance and repair works at all times.
- h) PUB's watermain valve chambers and appurtenances shall not be covered over.
- i) PUB's water pipes shall not be subjected to more than 15mm/s peak particle velocity for any work to be carried out in the vicinity of PUB's watermain and appurtenances.
- j) Please inform PUB's 24-hour Water Service & Operations Centre at Tel: 6521 6488 immediately in the event of damage to any watermain.

iii) Submission of Plans

- a) The design of the internal water reticulation system shall comply with the Public Utilities (Water Supply) Regulations, Singapore Standard 636 – Code of Practice for Water Services and all other relevant statutory requirements. The modes of water supply to be adopted are as follows:

Height of Highest Fittings above mean sea level	Method of Supply
i) Up to 25m above mean sea level	Direct.
ii) Higher than 25m above mean sea level but up to *37m above mean sea level	Indirect supply through high level storage tanks.
iii) Higher than 37m above mean sea level	Indirect supply through low level tank with pumping to high level storage tanks.
(* Refers to height of inlet pipe to high level storage tanks.)	

- b) Notwithstanding the above modes of supply, where water is essential for the operations of the said development, storage tanks of capacity equivalent to 1 day's water requirements shall be provided for the purpose of maintaining a continuous supply of water in the event of supply interruptions.
- c) Where pumping system or storage tanks are required for the water services, a Professional Engineer must submit the Notification of WSI Works together with a set of drawings to PUB (WSN). If all the fittings in the water service installation are receiving direct water supply from PUB mains, then a licensed plumber shall be engaged to submit the Notification of WSI Works and a set of the drawings to PUB (WSN) prior to commencement of the installation work.
- d) Water conservation measures as stipulated in the Public Utilities (Water Supply) Regulations and Singapore Standard 636 – Code of Practice for Water Services shall be adopted.
- e) Only water fittings, products and appliances that are rated with at least 1 tick under PUB's Mandatory Water Efficiency Labelling Scheme (MWELS) shall be installed. From April 2019, PUB will mandate the sale, supply and installation of at least 2-tick water fittings in all new and existing premises undergoing Addition & Alteration works. The said development should obtain the Water Efficient Building (Basic) Certification by PUB.
- f) Unless with written permission by PUB, fixed or movable sprinklers are not allowed to be used to deliver any form of water supplied by PUB, including potable water, NEWater, raw water, effluent water, industrial water for watering any garden, lawn or other land including commercial market gardens, commercial nurseries, sports grounds, golf courses, race courses, public and club tennis courts. Where possible, the Successful Tenderer is encouraged to use drought tolerant plants.
- g) Wherever possible, alternate sources of water (such as industrial water, high grade industrial water, sea water, recycled water, rainwater and AHU condensate, etc.) should be used to meet the non-potable water requirements of the said development.
- h) Wherever possible, a water recycling system should be set up to reclaim water for reuse for non-potable purposes such as production process, toilet flushing, irrigation, and as cooling tower make up water, etc.
- i) Use non-water cooled systems (such as air-cooled, refrigerant-cooled, etc.) for cooling purposes wherever possible.

Please contact Ms Olivia Teo at Tel: 6885 2530 or Mr Ow Zhao Hui at Tel: 6885 2551 if any clarifications are needed.

7.0 REQUIREMENTS OF NATIONAL PARKS BOARD (NPARKS)

NParks requires the Successful Tenderer to comply with the following requirements:

- i) Pursuant to the Parks & Trees Act (Cap.216) read together with the Parks and Trees Regulations (Reg. 1), any tree with a girth exceeding **one metre** measured **one metre** from the ground, growing on any tree conservation area or any vacant land shall not be cut except with the prior approval of the Commissioner of Parks and Recreation.
- ii) The Successful Tenderer shall ensure that roadside trees and green verge(s) abutting the said Land are not to be affected, especially by vehicular ingress / egress, acceleration / deceleration / storage / vehicular lanes, services access, bus stops, and any structure required under statute to be erected to divert or reconstruct services or road features/elements, etc. Similarly, the Successful Tenderer shall ensure that pick-up / drop-off points, taxi lay-bys, loading/unloading bays and fire engine hard-standing areas are to be located within the said Land.
- iii) The said development shall comply with requirements for green buffers and 2-metre wide peripheral planting verges. The green buffers and peripheral planting verges must be free from any encroachment above ground, and / or any structures or services are to be

recessed to at least 2-metre below ground level, and are not to slope with gradients steeper than 1:2.5.

- iv) The Successful Tenderer shall replace the existing roadside trees and green verge(s) fronting the said Land if it is affected by the said development. The width of the replacement green verge should be in accordance to LTA's standard road code for that category of road or match the existing green verge along the road, whichever is wider.
- v) The Successful Tenderer is to consult NParks on the tree protection criteria for roadside trees during early planning and design stage.
- vi) The Successful Tenderer shall consult NParks' Greenery and Development Planning (GDP) Branch early at the planning and design stage on the felling of any trees that may be affected by the said development with a copy of recently surveyed plan of the said Land (of less than 2 years) and its peripheral roads, at a scale of at least 1:500, clearly indicating information of trees, such as location, species, height and girth. Relevant additional information such as plans on construction hoardings should also be submitted.
- vii) The Successful Tenderer is to inform NParks at least 8 weeks before the commencement of works for NParks to transplant / salvage existing affected plants within the said Land and / or along affected roadside tables.
- viii) Development works are to be confined within the said Land and working boundaries. There must not be any illegal dumping or storing of construction materials beyond the approved boundaries. The said development shall not encroach on the road reserve line and affect any roadside table.
- ix) There must not be any change of soil level to the roadside planting verge without prior approval from NParks.
- x) There must not be any widening and / or raising of existing carriageways and realignment of road kerbs and drains on abutting roads without prior approvals from the relevant authorities.
- xi) The Successful Tenderer is to submit development applications (DC) through Corenet e-submission to NParks for DC clearance. NParks will assess the tree felling application for trees within the development boundary affected by the said development during the DC clearance.
- xii) The Successful Tenderer shall comply with planting provision and aeration requirements for open air parking at street level. More details can be viewed on NParks' website at <https://www.nparks.gov.sg/~media/nparks-real-content/partner-us/developers-architects-and-engineers/guidelines-for-greenery-provison-and-tree-conservation-for-develpt.pdf?la=en> under Chapter 3 on "Planting Provision for Open Air Parking Area at Street Level".

8.0 REQUIREMENTS OF NATIONAL ENVIRONMENT AGENCY (NEA)

NEA requires the Successful Tenderer to comply with the following requirements:

- i) The said Land is located within a water catchment area, where rainwater and surface runoff are collected in the downstream reservoir for treatment to produce drinking water by PUB. The said development shall not cause pollution directly or indirectly to the water resources. Any activity that could cause contamination problem to the water resources shall not be carried out. Please ensure that the requirements for developments in water catchment areas in **Appendix D (I)** are duly complied with.
- ii) Sewage and used water from the said development shall be discharged into the public sewer. The Successful Tenderer / QP of the said development shall check with PUB (Water Reclamation Network Department) on the point of sewer connection and the allowable discharge rate.
- iii) Refuse and other solid wastes generated from the said development shall be collected by a licensed general waste collector for disposal at an approved waste disposal facility.

Please ensure that the proposed bin centre is in compliance with the public health requirements stated in the Code of Practice on Environmental Health.

- iv) Strata-titled properties with 500 or more residential dwelling units shall be provided with a Pneumatic Waste Conveyance System (PWCS). Please ensure that the proposed PWCS is in compliance with the requirements stated in the Singapore Standard for Pneumatic Waste Conveyance System (PWCS) - SS 642:2019.
- v) Abatement measures shall be provided for all proposed M&E equipment installed in the said development to mitigate the impact of noise, smell, fume, vapour or heat flux from operations and maintenance of these equipment on residential and noise sensitive premises. The Successful Tenderer / QP shall ensure that the noise emitted from the operations of M&E equipment installed in the said development does not cause nuisance to surrounding residential and noise sensitive premises. The Successful Tenderer / QP may take reference to NEA's Technical Guidelines on Boundary Noise Limits for Air-Conditioning and Mechanical Ventilation Systems in Non-Industrial Buildings for the noise limits. A copy of the said Guideline may be viewed at the following website:
<https://www.nea.gov.sg/docs/default-source/default-document-library/technical-guideline-on-boundary-noise-limit-for-air-conditioning-and-mechanical-ventilation-systems-in-non-industrial-buildings---feb-2018.pdf>.
- vi) The said development abuts Tampines Expressway and is located in the vicinity of proposed place of worship, nursing home, proposed interim bus interchange, and / or residential developments. Hence, the said Land has high ambient noise level attributed to road traffic, M&E equipment operations, community events / activities carried out in the vicinity. The Successful Tenderer / QP is advised to factor the high ambient noise level and other nuisance impacts in the planning layout and design of the said development, such as siting the proposed residential buildings as far away as possible from the nuisances sources, and incorporate mitigation measures in the said development to mitigate noise and other nuisances impact. The Successful Tenderer / QP shall carry out a noise impact assessment (NIA) to demonstrate that the noise level at residential buildings façade does not exceed 67 dBA (Leq 1 hour) and the indoor noise level does not exceed 57 dBA (Leq 1 hour) under natural ventilated condition with windows/sliding doors fully opened. The Successful Tenderer shall obtain NEA's clearance of the NIA and submit it as part of the development application to URA before the development application can be considered for Provision Permission (PP), subject to compliance with relevant planning requirements. The Successful Tenderer / QP shall also inform or socialise the prospective buyers of the apartment units of the potential dis-amenities posed by the activities carried out in the vicinity of the said Land. Abatement measures shall be provided to further mitigate the impact if nuisance sensitive uses are included in the said development.
- vii) The said development shall comply with all the applicable requirements and provisions of the Singapore Standard on Code of Practice for Pollution Control (i.e. SS593:2013), the Code of Practice on Environmental Health, the Code of Practice for the Control of Legionella Bacteria in Cooling Towers, the Environmental Protection and Management Act, the Environmental Public Health Act, the Energy Conservation Act, the Radiation Protection Act and their Regulations.
- viii) Under the Environmental Protection and Management (Control of Noise at Construction Sites) Regulations, construction sites within 150 m of residential estates need to comply with the more stringent noise limits at construction stage especially during night time hours. Hence, the Successful Tenderer / QP shall implement noise control measures during the construction period to ensure that the noise emission levels from the building and construction activities are within noise limits and would not cause nuisance to any nearby residents. In addition, the said development is not allowed to carry out construction activities from 10pm on Saturday and eve of public holiday to 7am on the following Monday and the day after the public holiday respectively.

9.0 REQUIREMENTS OF FIRE SAFETY AND SHELTER DEPARTMENT (FSSD), SINGAPORE CIVIL DEFENCE FORCE (SCDF)

SCDF requires the Successful Tenderer to comply with the Fire Safety Act and Regulations, the prevailing "Code of Practice for Fire Safety Precautions in Buildings" (Fire Code), the relevant

Codes of Practices & Guidelines, and SCDF Circulars. These general fire safety requirements are also applicable to any proposed temporary usage or installation. In addition, the following conditions will apply where applicable:

- i) To consult SCDF on the specific design requirements if the premises is to store, handle, use, transport or import of hazardous materials, including petrol station or CNG station which may have impact within the said development or on the surrounding existing or new developments. SCDF may impose the Quantitative Risk Assessment study (QRA) and/or additional Fire Safety requirements, or disapprove such proposals if there is possible impact within the said development or on the surrounding developments.
- ii) To consult SCDF on any specific developments or structures having impact on SCDF operations e.g. deep basement works (which are more than 4 storey or more than 24 metres in depth), tunnel or any other special developments, etc. SCDF may impose additional Fire Safety requirements.
- iii) The Successful Tenderer shall ensure that their proposal will not affect existing other surrounding developments (neighbouring) such as their exit provision, sidelane / backlane, window openings [the unprotected openings requirements, i.e. the Successful Tenderer and their Qualified Person (QP) shall strictly observe these existing conditions and provide more setback if necessary to prevent fire spread] and fire engine accessway etc. The Successful Tenderer and their QP shall consult FSSD (SCDF) directly for those new proposed building structures to be sited near to common boundary line, as additional Fire Safety requirements may be imposed.
- iv) For new road development (including road widening, realignment, road expansion and interim measures etc.), it shall not affect or encroach upon any part of existing development compounds. For public fire hydrant, the Successful Tenderer is requested to liaise with PUB directly for any proposed relocation or erection of new fire hydrant.
- v) For drainage system development (including widening, realignment, extension and interim measures, etc.), it shall not affect or encroach upon any part of existing development compounds.
- vi) Before making any commitment (purchase / occupation or rental / lease etc.) or commencement of any proposal, the Successful Tenderer shall engage a **QP** to carry out a feasibility study to ensure the said development and new proposals are able to comply with all the Fire Safety requirements (the current Fire Code and other relevant standards / guidelines / circulars). The feasibility study shall also ensure those existing fire safety provisions of surrounding developments are not affected. The QP will then assist them to obtain the FSSD's Plan Approval and the Fire Safety Certificate (FSC). If the Successful Tenderer has any doubts or queries regarding the fire safety requirements or plan approval procedures, he shall visit the FSSD at SCDF Headquarters, 91 Ubi Ave 4, for a walk-in consultation.

10.0 REQUIREMENTS OF BUILDING AND CONSTRUCTION AUTHORITY (BCA)

BCA requires the Successful Tenderer to comply with the following requirements:

Buildable Design and Constructability Requirements

- i) The Successful Tenderer is required to adopt labour-efficient designs and construction technologies to achieve at least the minimum Buildable Design Score and Constructability Score as set out in the Code of Practice on Buildability for the said development on the said Land.
- ii) The Buildable Design Score computes the extent of standardisation, simplicity and integrated elements applied to buildings at the design stage. It measures the potential impact of a building's design on labour usage. The higher the Buildable Design Score obtained, the easier it is to construct. The Constructability Score measures the level of adoption of labour-efficient construction methods and construction processes such as system formwork and climbable scaffolding. Higher constructability scores would translate

to savings in manpower and shorter construction time. More details are available at <http://www.bca.gov.sg/BuildableDesign/legislation2011.html>

- iii) The Successful Tenderer shall comply with the requirements, procedures, directions and requests of BCA and shall also render his full co-operation to BCA, its officers, employees and agents in relation to meeting the required Buildable Design Score and Constructability Score.

Prefabricated Bathroom Units

- iv) The Successful Tenderer is required to adopt prefabricated bathroom units (PBUs) for 65% or more of the bathroom units in the non-landed residential component of the development on the said Land as stipulated under the Building Control (Buildability and Productivity) Regulations.

11.0 ELECTRICITY

- i) The Successful Tenderer shall liaise with the Transmission Licensee authorised under the Electricity Act for the electricity supply and any other electrical provisions required for the purpose of and in connection with the said development.
- ii) The Successful Tenderer shall apply to the SP PowerGrid Ltd directly for the electrification scheme and any electrical substation, which need to be constructed within the said Land to serve the said development. The Successful Tenderer shall be deemed to have included in his tender price for the construction of the electrical substation(s).

12.0 TELECOMMUNICATIONS

- i) The Successful Tenderer shall liaise with the Telecommunication System Licensee authorised under the Telecommunication Act, for the telecommunication supply to the said development.
- ii) The Successful Tenderer shall provide all facilities for telecommunication services, such as MDF room, Telecom riser ducts, lead-in pipes and manholes etc., within the said Land. All Telecom facilities shall be provided according to the prevailing Info-communications Media Development Authority of Singapore (IMDA) Code of Practice for Info-communications Facilities in Buildings.
- iii) The Successful Tenderer is advised to consult the relevant Telecommunication System Licensees (e.g. Singapore Telecommunications Ltd, StarHub Ltd, StarHub Cable Vision Ltd, NetLink Trust, SP Telecommunications Pte Ltd, etc.) early during the planning stage of the said development, on the location and diversion of existing Telecoms services.
- iv) The detailed Telecoms facilities plans for the said development shall be submitted to and duly verified by Telecommunication Facility Co-ordination Committee (TFCC) through the CORENET esubmission system, and approved by the IMDA prior to the commencement of works.

13.0 GAS

- i) The Successful Tenderer shall liaise with the City Gas Pte Ltd on the requirements for gas supply to the said Land.
- ii) The Successful Tenderer shall at his own cost and expense carry out trial trench / holes to determine the exact alignment and levels of any identified gas main during the design stage and ascertain whether they will be affected by the development works. If affected, the Successful Tenderer shall liaise with the Gas Transporter to request for diversion. The Successful Tenderer shall provide a suitable diversion corridor and the proposed corridor for the gas mains diversion works must be made available without any obstructions. The Successful Tenderer shall contact gasenquiry@spgroup.com.sg for diversion consultation if the gas mains are affected and bear the necessary diversion cost.

POLLUTION CONTROL MEASURES FOR PROPOSED DEVELOPMENT WITHIN WATER CATCHMENT AREA**1 Storage of Toxic Chemicals**

- (a) No toxic or hazardous chemicals shall be used, stored or handled in the premises.
- (b) Storage of fuel may be allowed subject to provision of pollution control measures as stipulated in the Singapore Standard on Code of Practice for Pollution Control (i.e. SS593:2013).

2 Public Sewerage System

- (a) Public sewerage system shall be extended to serve the said development.
- (b) All sewage, used water and trade effluent (e.g. wastewater) shall be collected and discharged into the public sewers in compliance with the Sewerage & Drainage Act and its Regulations.

3 Refuse Management System

The proposed bin centre or refuse holding area shall be designed in the manner such that refuse storage, handling and transfer activities (e.g. transfer of refuse from a collection cart to a compactor, etc.) are carried within a building equipped with pollution and nuisance control measures. In addition, all sullage water, including liquid from refuse compaction and wastewater from washing of refuse collection carts, bins, floors, etc. is to be discharged into the public sewer in accordance to the requirements imposed by PUB. The design of the refuse management system shall comply from the Code of Practice on Environmental Health.

4 Pollution Control Measures

The said development shall be designed to ensure that all activities that generate trade effluent are carried out within buildings. All trade effluent generated shall be discharged into the public sewer in compliance with the conditions and requirements imposed by PUB, and not into any land or watercourse for storm water. In this respect, any proposed wash area in residential development, washing bay for vehicles in workshop, wash area for food preparation in eating establishment, etc. should comply with the above requirements.

5 Pollution Control Measures at Construction Stage

- (a) During construction stage, sewage, used water and/or trade effluent from the construction sites shall be discharged into the public sewer, and not into any watercourse for storm water or onto any land.
- (b) All washings activities shall be carried out within sheltered areas and used water and trade effluent generated shall be collected and discharged into the public sewer, and not into any watercourse for storm water or onto any land. For construction site where public sewer is not available, sewage, used water and trade effluent shall be collected in holdings tanks and subsequently, transported using a tanker or other means to a Water Reclamation Plant (WRP) approved by PUB for treatment and disposal.
- (c) No servicing and repairing of mechanical plants and equipment are allowed in the construction sites. The said servicing and repair activities should be carried at authorised workshops equipped with pollution control facilities.
- (d) Fuel storage tanks, if provided, shall be equipped with containment facilities as stipulated in the Singapore Standard on Code of Practice for Pollution Control (i.e. SS593:2013).
- (e) Construction site shall also comply with the earth control measures requirements as imposed by PUB.

**DRAFT
LETTER OF AUTHORISATION**

To: Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

I/We _____ of _____
_____ of _____

hereby state the following:

- (i) That I/we am/are a member/members of the Joint Tender which wish to tender for the Land Parcel at Tampines Street 62 for Executive Condominium Housing Development ("the said land").
- (ii) I/We understand that the Form of Tender must be signed by each and every member of the Joint Tender, as set out at Condition 3.3 of the Particulars and Conditions of Tender.
- (iii) In view of the above, I/we hereby authorise the following member(s) to sign the Form of Tender on my/our behalf:-

Name/IC number of authorised member(s)

- (iv) In consideration of the Housing & Development Board (HDB) agreeing to the above, I/we hereby agree and undertake that I/we, whether jointly or severally, shall not bring any action, proceedings, claim or demand or whatsoever against the HDB and/or the Government of the Republic of Singapore in respect of and/or relating to the above matter.
- (v) I/We further hereby agree and undertake that we shall at all times keep the HDB and/or the Government of the Republic of Singapore indemnified in full against all actions, proceedings, claims, demands, costs and expenses which may be brought against and incurred by HDB and/or the Government of the Republic of Singapore arising from the above matter.

_____	}	
*(Name of individual/ company name/firm name)	}	
	}	
	}	
_____	}	
*(IC No./Company Registration No.)	}	
	}	(Repeat if there are more than one signatories).
	}	
_____	}	
*Position in Company/Firm	}	
	}	
	}	
_____	}	
*Name of Holding Company	}	
	}	
	}	
_____	}	
Signature	}	

* Delete where not applicable.

**DRAFT
LETTER OF CONFIRMATION**

To: Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

I/We _____ of _____
_____ of _____

hereby confirm as follows:

- (i) That we are the participating members of a Joint Tender which wish to tender for the Land Parcel at Tampines Street 62 for Executive Condominium Housing Development (“the said Land”).
- (ii) We confirm that all members of the Joint Tender are as stated above and that there are no other members in the Joint Tender, aside from those whose names appear above.
- (iii) We further confirm that all the members of the Joint Tender have agreed to tender for the said Land and abide by the terms and conditions of the tender as set out in the Particulars and Conditions of Tender, a copy of which we have read and understood.
- (iv) We agree and undertake that we shall at all times keep the Housing & Development Board (HDB) and/or the Government of the Republic of Singapore indemnified in full against all actions, costs and/or expenses which may be brought against and/or incurred by HDB and/or the Government of the Republic of Singapore arising from any false statements, declarations or omissions, made by any member of the Joint Tender of the said Land.

*Name of individual/
company name/firm name

}
}
}
}

*IC No./Company
Registration No.

}
}
}

Repeat as often as necessary (i.e. depending on the number of members in the Joint Tender).

*Position in Company/Firm

}
}
}

*Name of Holding Company

}
}
}

Signature

}
}
}

*** Delete where not applicable.**

DRAFT

**FORM OF BANKER'S GUARANTEE / INSURANCE GUARANTEE
ISSUED AT THE REQUEST OF SINGLE TENDERER OR ALL JOINT TENDERERS**

(This Banker's Guarantee/Insurance Guarantee shall be typed in Bank's/Insurance Company's letter head)

Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

Banker's Guarantee / Insurance Guarantee No:
Re : Guarantee of Payment of Tender Deposit for
the Executive Condominium Housing Development at Tampines Street 62

WHEREAS

The Housing & Development Board ("HDB") is inviting offers for lease by tender the land at Tampines Street 62 (the "said Land") on behalf of the Government of the Republic of Singapore (the "Government") on the terms and conditions described in the Particulars & Conditions of Tender, Additional Conditions of Tender (Technical), Building Agreement and Lease ("documentation").

It is a term in the aforesaid documentation that every Tenderer shall pay a tender deposit for the said Land at the time of submission of the Form of Tender.

At the request of _____
(Tenderer's Name)

of _____
(Address)

and in compliance with the terms and conditions of the said documentation, WE hereby irrevocably and unconditionally agree to guarantee and indemnify you the due payment on demand of the sum of Singapore Dollars _____

(\$ _____) and we shall make payment to you of the said sum notwithstanding any fact or circumstances which may constitute a defence or discharge to the Tenderer under or in connection with any of the terms and conditions in the said documentation.

This Guarantee shall be valid for a period of 18 weeks from the _____ day of _____ 2020 to the _____ day of _____ 2020 ("expiry date") provided always that demand for payment by you hereunder can still be validly made at any time within 3 months after the expiry date and this Guarantee shall thereafter lapse automatically whether or not it is returned to us for cancellation.

Dated this _____ day of _____ 20__.

Signed by : Name :
Designation :
Signature :

AND

Name :
Designation :
Signature :

for and on behalf of

(Bank)

In the presence of: Name :
Designation :
Signature :

DRAFT

**FORM OF BANKER'S GUARANTEE / INSURANCE GUARANTEE
ISSUED AT THE REQUEST OF A JOINT TENDERER**

(This Banker's Guarantee/Insurance Guarantee shall be typed in Bank's/Insurance Company's letter head)

Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

Banker's Guarantee / Insurance Guarantee No:
Re : Guarantee of Payment of Tender Deposit for
the Executive Condominium Housing Development at Tampines Street 62

WHEREAS

The Housing & Development Board ("HDB") is inviting offers for lease by tender the land at Tampines Street 62 (the "said Land") on behalf of the Government of the Republic of Singapore (the "Government") on the terms and conditions described in the Particulars & Conditions of Tender, Additional Conditions of Tender (Technical), Building Agreement and Lease ("documentation").

It is a term in the aforesaid documentation that every Tenderer shall pay a tender deposit for the said Land at the time of submission of the Form of Tender.

At the request of _____
(Tenderer's Name)
of _____

(Address)
one of the tenderers who jointly together with _____
(Names of All Other Joint Tenderers)
of _____
(Addresses of All Other Joint Tenderers)

submit a tender for the said Land and in compliance with the terms and conditions of the said documentation, WE hereby irrevocably and unconditionally guarantee the due payment on demand by you of the sum of Singapore Dollars _____ (\$ _____)
and we shall make payment to you of the said sum notwithstanding any fact or circumstances which may constitute a defence or discharge to one or more or all of the Tenderers whether under or in connection with any of the terms and conditions in the said documentation or otherwise whatsoever.

This Guarantee shall be valid for a period of 18 weeks from the _____ day of _____ 2020 to the _____ day of _____ 2020 ("expiry date") provided always that demand for payment by you hereunder can still be validly made at any time within 3 months after the expiry date and this Guarantee shall thereafter lapse automatically whether or not it is returned to us for cancellation.

Dated this _____ day of _____ 20____.

Signed by : Name :
Designation :
Signature :

AND

Name :
Designation :
Signature :

for and on behalf of

(Bank)

In the presence of: Name :
Designation :
Signature :

DRAFT UNDERTAKING

To: President of the Republic of Singapore

Re: LAND PARCEL AT TAMPINES STREET 62

Pursuant to and in compliance with Condition 5/6 (delete whichever inapplicable) of the Conditions of Tender governing the abovementioned Land Parcel, _____, a company incorporated in Singapore and having its registered office at _____ ("the Company"), hereby undertakes to ensure that :

- (a) the shareholders of the Company as set out in the Schedule hereto ("the said shareholders") shall hold and continue to retain a controlling interest of more than 50% of the shares in the Company; and
(b) in respect of paragraph (a), amongst other things, no transfer, allotment or acquisition of the shares of the Company are carried out such as would affect the specified controlling interest of more than 50%;

until the date of the issue by the relevant Competent Authority of Temporary Occupation Permit or Permits for the whole of the development which is to be undertaken by _____ ("the developer") on the abovementioned Land Parcel in accordance with the Building Agreement to be signed between the President of the Republic of Singapore and the developer.

Dated this _____ day of _____ 20____.

The Common Seal of)
_____)
was hereunto affixed in)
the presence of:)

_____ Director

_____ Secretary

THE SCHEDULE ABOVE REFERRED TO

Table with 2 columns: Shareholder, Percentage of Shareholding in the Company. Rows 1, 2, 3.

**DRAFT
BUILDING PROGRAMME
(EC SITE AT TAMPINES STREET 62)**

Stage of Construction	Date
1 Submission of proposal plans to HDB for endorsement.	
2 Submission of proposal plans to URA for Development Control approval.	
3 Grant of Written Permission by URA.	
4 Submission of building plans to Building & Construction Authority (BCA) for Building Plan approval.	
5 Grant of Building Plan approval by BCA.	
6 Commencement of piling works.	
7 Commencement of building works.	
8 Completion of building works.	
9 Obtain Temporary Occupation Permit.	

**DRAFT
ACKNOWLEDGEMENT LETTER**

<Developer's logo>

Dear Customers

<Project name>

<Project name> is an EC project developed, priced and sold by <Developer>. As the Developer for this project, we are fully responsible for all matters relating to the project and for the entire sales and post sale processes of <Project name>. You are required to liaise with us directly on the following matters:

Items	Examples
All enquiries	<ul style="list-style-type: none"> • Sale of the EC units • Pricing and payment scheme for purchase of the EC units • Your eligibility to buy the EC unit • Your eligibility for the CPF Housing Grant (if applicable) • Housing Loans • Design, construction, and compliance with statutory requirements
All appeals	<ul style="list-style-type: none"> • Purchase of the EC unit • Ineligibility to retain the EC unit • Waiver of forfeiture due to early termination of the Option to Purchase or the Sale and Purchase Agreement
Any request for changes to your application	<ul style="list-style-type: none"> • Change in family nucleus • Change in selection of EC unit • Withdrawal or cancellation of purchase of EC unit • Early termination (e.g. backing out of purchase, change of unit, change of payment scheme)

Signature of Developer's Authorised Representative

Name
Designation

 Yes, We/I understand that we/I will liaise directly with <Developer> on the matters listed above.

Signature

(1) _____
Name

(2) _____
Name

(3) _____
Name

(4) _____
Name

DRAFT
FORM FOR APPROVAL TO COMMENCE SALE OF UNCOMPLETED RESIDENTIAL
UNITS IN EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT

Housing & Development Board
 480 Lorong 6 Toa Payoh
 13th Storey West Wing
 HDB Hub
 Singapore 310480

Re: LAND PARCEL AT TAMPINES STREET 62

PARTICULARS OF APPLICANT		PARTICULARS OF APPLICATION	
(i) Name		(i) Mk/TS	
(ii) Address	Singapore	(ii) Lot Nos.	
(iii) Tel No		(iii) Address	Singapore
_____ Signature of Applicant		_____ Date	
<p>I / We wish to apply for approval to commence the sale of uncompleted residential units in the abovementioned EC project.</p> <p>A copy of the duly completed Architect Declaration Form certifying the completion of the foundation work¹ of the project is enclosed.</p>			
FOR OFFICIAL USE			
<p>Please tick accordingly:</p> <p><input type="checkbox"/> Architect Declaration Form has been duly completed and is in order</p> <p><input type="checkbox"/> Proceed to grant approval for commencement of sale of uncompleted residential units in the abovementioned EC project</p> <p>_____</p> <p>Checked by: [Designation, Name, Signature & Date] Land Sales and Lease Section</p>			

¹ "Foundation work" means the laying of piles and pile caps. For developments where spread footing or raft foundation is used in place of piling, it refers to the laying of the footing or raft as the case may be to all areas of the said development including but not limited to public auxiliary rooms and carparks.

**DRAFT
FORM FOR DECLARATION BY THE ARCHITECT**

Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

FOR APPLICATION FOR APPROVAL TO COMMENCE SALE OF UNCOMPLETED RESIDENTIAL UNITS

PROPOSED EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT ON LOT 03206X MK 29 AT TAMPINES STREET 62

I, _____, an architect¹, hereby declare that the foundation work² of the above mentioned EC development has been completed. I enclose a copy / copies of photographs as evidence of the completed foundation work.

² I understand that nothing herein shall be construed to exempt any person from otherwise complying with the provisions of the Planning Act (Cap 232, 1998Ed) and the Rules made thereunder and all other written laws for the time being in force.

Dated the _____ day of _____ 20____ .

Name & Signature of Architect

Name of Company & Stamp

¹ "Architect" means a person who is registered as an architect under the Architects Act (Cap. 12) and who has in force a practicing certificate issued under that Act.

² "Foundation work" means the laying of piles and pile caps. For developments where spread footing or raft foundation is used in place of piling, it refers to the laying of the footing or raft as the case may be to all areas of the said development including but not limited to public auxiliary rooms and carparks.

**DRAFT
UNDERTAKING**

To:
Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

**UNDERTAKING RELATING TO THE PROPOSED EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT
ON LOT 03206X MK 29 AT TAMPINES STREET 62**

In consideration of the Housing and Development Board (“HDB”) endorsing our Development Control plans and Building Plans (“the Plans”) on behalf of the Government as landowner, we _____ (“the Developer”), a company incorporated in Singapore and having its registered office at _____, and _____ of _____, the appointed architect^[1] for this proposed Executive Condominium (“EC”) Development hereby jointly and severally undertake to ensure that no unit in this proposed EC Development will have a strata area^[2] of more than 160 square metres.

2 We further understand that:

- a) Nothing herein shall be construed to exempt any person from otherwise complying with the provisions of the Planning Act (Cap 232, 1998Ed) and the Rules made thereunder and all other written laws for the time being in force.
- b) In the event any EC unit in this proposed EC development is built in excess of 160 square metres, the following consequences shall follow:
 - (i) HDB’s earlier endorsement of the Plans shall be revoked at HDB’s sole discretion; and/or
 - (ii) The Developer will be required to amend the Plans to HDB’s full satisfaction at their own costs, regardless of whether Provisional Permission, Written Permission and/or Building Plan approval have already been granted by the Urban Redevelopment Authority (“URA”), Building and Construction Authority (“BCA”) or any other relevant authority. In such an instance, the Developer will also be required to follow-up and obtain the necessary approvals and clearances from all the relevant authorities at their own costs, including but not limited to URA and BCA; and
 - (iii) The Developer will not be allowed to sell any such unit in excess of 160 square metres in the EC development until the size has been rectified to HDB’s full satisfaction at their own costs.

Dated the _____ day of _____ 20____.

(1)

The Common Seal of)

_____)

was hereunto affixed in)

the presence of:)

Director

Secretary

2) _____

Name & signature of Architect

Name of Company & Stamp

Witnessed by :

(Name/NRIC no/Address)

[1] "Architect" means a person who is registered as an architect under the Architects Act (Cap. 12) and who has in force a practicing certificate issued under that Act.

[2] "Strata area" of the EC unit includes but is not limited to the areas occupied by air-conditioner ledges, bay windows, planter boxes, balconies, private enclosed spaces of any kind, roof terraces and strata void area. In the event of doubt or dispute, the Minister for National Development ("Minister") shall decide which areas should or should not be included as part of this total strata area.

DRAFT UNDERTAKING

To:

Housing & Development Board
480 Lorong 6 Toa Payoh
13th Storey West Wing
HDB Hub
Singapore 310480

UNDERTAKING RELATING TO THE PROPOSED EXECUTIVE CONDOMINIUM (EC) DEVELOPMENT ON LOT 03206X MK 29 AT TAMPINES STREET 62

In consideration of the Housing and Development Board (“HDB”) endorsing our Development Control plans for Written Permission and Building Plans on behalf of the Government as landowner, we _____ (“the Developer”), a company incorporated in Singapore and having its registered office at _____, and _____ of _____ our appointed architect^[1] for this proposed Executive Condominium (“EC”) Development, hereby jointly and severally undertake the following:

- (i) All the dual-key units^[2] in this proposed EC Development, including its area and location, are indicated in Table A below.

TABLE A:

S/n	*Block/Level/Unit Type	No. of dual-key units	Strata Area ^[3] (sqm)
1			
2			
3			
		Total:	

Notes to Table A:

* You are required to let us have the unit number of each dual-key unit once the same is available.

Please strike out paragraph (i), above, and indicate “NIL” against Table A, if you do not have any dual-key units in this proposed EC development.

Units cannot be classified in vague, uncertain or ambiguous terms or in a manner that suggests changes in the future (eg “potential dual-key unit”, “possible dual-key unit”).

If you are uncertain whether certain units are dual-key units, please seek written clarifications from HDB before you execute this Undertaking.

- (ii) Upon execution of this Undertaking, the number of dual-key units that will be built will be fixed as set out above. Dual-key units cannot subsequently be converted to or reclassified as other unit types or vice-versa.
- (iii) Without prejudice to the applicability of all other prevailing eligibility conditions for the purchase of an EC unit (eg income ceiling/citizenship requirements etc), the Developer can only sell dual-key EC units to multi-generation families^[4]. This requirement will apply, notwithstanding that the EC development has already obtained its Temporary Occupation Permit (“TOP”) and /or Certificate of Statutory Completion and will continue to apply until all such units in the EC development are fully sold. Purchasers of dual-key units will be required to maintain their eligibility (including this requirement of having a multi-generation family) even upon taking possession of the dual-key EC unit, and throughout their minimum occupation period of the dual-key EC unit (defined as a period of 5 years, computed from the date the TOP is obtained for the EC development).

- (iv) In the event the dual-key EC unit is not sold to an eligible Purchaser with a multi-generation family, the Purchaser shall be deemed ineligible to purchase/continue with the purchase of the dual-key EC unit, and the contract for sale shall be deemed null and void. This is without prejudice to the applicability of other consequences set out in the Executive Condominium Housing Scheme Act and its relevant subsidiary legislation, as well as in the Particulars and Conditions of Tender (including but not limited to Clause 22 “Breach” and Clause 23” Debarment”).
- (v) The Developer is required to indicate clearly the exact location and unit numbers of all the dual-key units in the EC Development in the sales brochures. The information provided in the sales brochures must be consistent with the information declared by the Developer above.
- (vi) The Developer shall specify in the sales brochures that the applicant, co-applicant(s) and occupiers listed in the Application Form must be able to form a multi-generation family (as hereinbefore defined) to purchase a dual-key EC unit.

Dated the _____ day of _____ 20____.

(1)

The Common Seal of _____)
 _____)
 was hereunto affixed in _____)
 the presence of: _____)

 Director

 Secretary

(2) _____

Name & signature of Architect

 Name of Company & Stamp

Witnessed by :

 (Name/NRIC no/Address)

^[1] “**Architect**” means a person who is registered as an architect under the Architects Act (Cap. 12) and who has in force a practicing certificate issued under that Act.

^[2](i) “**Dual-key unit**” is defined as an apartment that:

- (a) has one strata title with a main door leading to both the primary and secondary units. The secondary unit can have its own kitchenette and toilet/bathroom; or
- (b) has such other layout or configuration which, in the opinion of the HDB, creates a secondary space/unit within the primary EC unit, such that (for all intents and purposes), it is a dual-key EC unit or is one which has the potential to be converted into a dual-key EC unit. In such an instance, the developer will be required to submit a fresh Undertaking to include the units determined by the HDB as dual-key EC units in a fresh Table A, or the developer may amend its plans such that EC units previously identified as dual-key units by HDB are no longer deemed to be so by HDB.

(ii) In the event of doubt or dispute, the Minister for National Development (“Minister”) shall decide which EC units in the EC development are dual-key units.

^[3] “**Strata area**” of the EC unit includes but is not limited to the areas occupied by air-conditioner ledges, bay windows, planter boxes, balconies, private enclosed spaces of any kind, roof terraces and strata void area. In the event of doubt or dispute, the Minister shall decide which areas should or should not be included as part of this total strata area.

^[4] “**Multi-generation families**” refer to

- (a) a married/courting couple or widow/widower/divorcee with child(ren), who include their parent(s) and/or grandparent(s) in the EC application either as co-owner(s) or occupier(s). Conversely, the applicants can be the parents and/or grandparents with the married child as occupiers; or
 - (b) such other combinations which the HDB may, based on its prevailing policies, deem a multi-generation family.
-