

DATED \_\_\_\_\_

Between

**HOUSING & DEVELOPMENT BOARD**

- And -

[                      ]

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***AGREEMENT FOR LEASE***

of the Flat at

**BLK \_\_\_\_\_ STREET NAME # [UNIT NUMBER],  
SINGAPORE \_\_\_\_\_**

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THIS **AGREEMENT FOR LEASE** is made on \_\_\_\_\_ (“the Date of Sale”) between

- (1) the **HOUSING AND DEVELOPMENT BOARD**, a body corporate established under the Housing and Development Act and having its office at HDB Hub, 480 Lorong 6 Toa Payoh, Singapore 310480 of the one part; and
- (2) *(Name and address of Purchaser named in item 1 of Annex A)* (“the Purchaser”) of the other part.

## 1. **General**

### 1.1 **Definitions**

1.1.1 In this Agreement –

“**Agreement**” means this Agreement for Lease entered into between the HDB and the Purchaser for the lease of the Flat (and includes all documents annexed or incorporated in this Agreement and all Supplementary Agreements);

“**Authorised Occupiers**” means persons who are –

- (a) named in an application made to the HDB as persons who intend to reside in the Flat and authorised by the HDB to reside therein; or
- (b) authorised by the HDB in writing to reside therein except that where such a person has entered, stayed or remained in Singapore in contravention of any provision of any written law relating to immigration, he shall be deemed not to be authorised occupier from the date of the contravention;

“**Date of Sale**” means the date of this Agreement;

“**Delivery Possession Date**” means the date as specified in clause 8.1;

“**Due Date**” means the date as specified in clause 8.2;

“**Family Nucleus**” includes -

- (a) the Purchaser, if married, and his spouse;
- (b) the Purchaser, if single or unmarried and his parents;
- (c) the Purchaser, if a widow or widower, and his child; or
- (d) such other combinations of persons as the HDB in its absolute discretion find acceptable as a family nucleus;

“**Flat**” means the Flat as stated in item 2 of Annex A and more particularly described in the First Schedule;

“**H&D Act**” means the Housing and Development Act (Cap.129);

“**HDB**” means the Housing and Development Board, a body corporate established under the Housing and Development Act (Cap 129);

**“Lease”** means the lease which will be issued by the HDB to the Purchaser on legal completion, the prescribed form of which is annexed herewith and subscribed by the Purchaser for purpose of identification;

**“Legal Completion Date”** means the date on which completion of the sale and purchase of the Flat takes place in accordance with clause 15;

**“Memorandum of Lease”** means the terms and conditions which form part of the Lease, a copy of which is annexed herewith and subscribed by the Purchaser for purpose of identification;

**“Option Fee”** means the option fee as stated in item 3a of Annex A paid as consideration for the grant of the Option to purchase the Flat;

**“Purchase Price”** means the sum as stated in item 5a or where applicable, the total sum of 5a and 5b in Annex A;

**“Purchaser”** shall also mean “Lessee” in the Lease and “owner” in the H&D Act, and includes the permitted assigns of the Purchaser;

**“SC Household”** means Singapore Citizen household;

**“SPR Household”** means Singapore Permanent Resident household; and

**“Town Council”** means the Town Council established under section 4 of the Town Councils Act (Cap. 329A) for the Town within which the Flat is or is to be situated.

- 1.1.2 Words importing the singular number shall include the plural number or vice versa.
- 1.1.3 Words importing the masculine gender shall include the feminine gender or vice versa.
- 1.1.4 Words importing persons include corporation and vice versa.
- 1.1.5 Expressions defined in the Memorandum of Lease shall have the same meaning in this Agreement as the Memorandum of Lease.
- 1.1.6 Where the Purchaser consists of two or more persons, all covenants, conditions and undertakings whether special or otherwise expressed to be made by the Purchaser shall be binding on such persons jointly and severally.
- 1.1.7 Where the Purchaser consists of two or more persons, the Purchaser shall hold or deemed to hold the Flat as joint tenants, unless specified otherwise.
- 1.1.8 The First and Second Schedule 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.

## **2. Purchase of Flat**

- 2.1 The HDB has, under Part IV of the H&D Act and in reliance on statements and representations made by the Purchaser, agreed to sell and the Purchaser has agreed to purchase the Flat more particularly described in the First Schedule hereto on the terms and conditions contained.
- 2.2 The HDB shall grant and the Purchaser shall accept a Lease of the Flat for a **term of 99 years** from the commencement date to be stated in the Lease to be issued by the HDB in favour of the

Purchaser in consideration of the Purchase Price plus additional levy/ premium (if any) to be paid by the Purchaser in accordance with Clause 4 hereof and yielding and paying therefor during the said term free from all deductions a yearly rent of Dollar One (\$1/-) payable without demand the first payment to be made without apportionment on the date when the Purchaser takes possession of the Flat and thereafter on the first day of January of each year.

### **3. Terms of Lease**

3.1 The Lease of the Flat is subject to –

- (a) the terms in this Agreement;
- (b) the provisions contained in Part IV of the H&D Act and its relevant subsidiary legislation, HDB prevailing policies, eligibility schemes and terms and conditions for the purchase of an HDB flat, as amended or varied from time to time;
- (c) the terms conditions and restrictions of the allocation and eligibility schemes under which the Flat was sold or assigned to the Purchaser; and
- (d) the various terms, conditions, covenants, rights easements privileges exceptions and reservations more particularly set out and specified in the form of Lease and the Memorandum of Lease .

3.2 All the terms as incorporated in all the documents set out in clause 3.1 shall form an integral part of this Agreement. The Purchaser hereby agrees that he shall observe and be bound by all the terms, conditions, stipulations, covenants and undertakings contained therein.

### **4. Payment**

4.1 The Purchaser has paid the HDB the Option Fee for the grant of the Option to purchase the Flat.

4.2 The Purchase Price and additional levy and/ or premium (if any) are to be paid by the Purchaser to the HDB according to the Schedule below:

## SCHEDULE

- |  |   |
|--|---|
| (a) Upon signing this Agreement on the Date of Sale. | The Downpayment as stated in item 3b of Annex A together with the survey fees, stamp and registration fees and other disbursements including legal costs and other expenses contemplated under Clause 11 of the Memorandum of Lease |
| (b) On or before the Delivery Possession Date.       | The balance of the Purchase Price and balance of the additional levy and/or premium (if any).   |

### **5. Time is of the essence**

5.1 Time shall be of the essence of this Agreement in relation to the payment of any monies hereunder.

### **6. Purchaser's Warranties and Representations**

6.1 To induce the HDB to enter into this Agreement, the Purchaser hereby warrants and represents to the HDB that all statements and representations made from time to time by him to the HDB:

- (a) relating to his eligibility to purchase the Flat under the (*Allocation and Eligibility Scheme named in item 9 and 10 of Annex A*) Scheme;
- (b) in connection with his purchase of the Flat;
- (c) relating to his eligibility to be classified as an SC/ SC or SC/ SPR Household; or
- (d) in order to meet any conditions as may from time to time be imposed by the HDB relating to the purchase;

with a view to purchasing the Flat, were true and accurate at the time they were made and on the date or dates they were repeated or reconfirmed.

### **7. Purchaser's Undertaking and Covenants**

7.1 The Purchaser undertakes and covenants with the HDB that:

- (a) he shall cause all authorised occupiers to observe and perform the covenants conditions and undertakings contained or incorporated in this Agreement. The Purchaser agrees and acknowledges that any breach or failure to observe or perform any of the said covenants conditions and undertakings by any authorised occupier shall constitute a breach or failure to observe and perform the same on the part of the Purchaser.
- (b) he shall not, by any act or omission on his part or on the part of any of the authorised occupiers, render himself ineligible to purchase and retain ownership of the Flat under the provisions of the H&D Act and/ or the HDB's prevailing policies relating to sale of HDB Flats and/or the terms and conditions of the (Allocation and Eligibility Scheme named in item 9 and 10 of Annex A) Scheme.
- (c) he accepts and shall observe and perform the Special Conditions and Restrictions set out in the Second Schedule to this Agreement.
- (d) if at any time whether before or after the Date of Sale, the Purchaser and/ or any of the authorised occupiers is/ are required by the HDB to dispose of any property or interest in property owned by him or any of them, he/ they shall do so within such period as may be stipulated by the HDB.

## **8. Delivery of Possession**

8.1 The HDB shall deliver possession of the Flat to the Purchaser on or before (Item 7 of Annex A) ("the Delivery Possession Date").

8.2 The Purchaser shall take possession of the Flat within one (1) calendar month from the date of the HDB's notice to the Purchaser to take possession or within such period of extension to take possession of the Flat as may be granted by the HDB in writing ("the Due Date").

8.3 If the Purchaser fails to pay the balance of the Purchase Price according to Clause 4, the Purchaser shall pay interest on the unpaid amount to the HDB until –

- (a) the unpaid amount is paid; or
- (b) the expiration of the repudiation notice period under Clause 10.2, whichever first occurs.

8.4 Interest on the unpaid amount referred to in Clause 8.3 shall commence on the day immediately after the expiry of the Due Date provided in Clause 8.2.

8.5 The interest referred to in Clause 8.3 shall be calculated on a daily basis at the prevailing prime lending rate per annum or such other rate determined by the Ministry of Finance with an additional 2% per annum.

## **9. Service and Conservancy Charges**

9.1 The Purchaser shall pay without demand and without deduction the monthly service and conservancy charges from the date of taking possession of the Flat.

9.2 The service and conservancy charges payable shall be the sum stated in item 8 of Annex A or such rate as may be stipulated by the HDB (inclusive of Goods and Services Tax), which rate may be revised by the HDB in accordance with the H&D Act or as may be stipulated by the Town Council in accordance with the Town Councils Act.

## **10. Repudiation by Purchaser**

10.1 The HDB shall be entitled, at its option, to treat this Agreement as having been repudiated by the Purchaser if -

- (a) the Purchaser fails or refuses to take possession of the Flat by the Due Date referred to in Clause 8.2 above, or if at any time before the Due Date, the Purchaser gives the HDB a written notice of his intention not to take possession of the Flat;
- (b) any of the statements or representations referred to in Clause 6.1 above shall be untrue or inaccurate at the time it was made or repeated or reconfirmed;
- (c) the Purchaser so renders himself ineligible under Clause 7.1(b) to purchase and retain ownership of the Flat; or
- (d) the Purchaser, at any time before taking possession of the Flat, fails to observe or perform or breaches any of the terms, conditions and undertakings set out in Clause 7.1, where applicable.

10.2 The HDB shall be entitled, at its option, to give the Purchaser not less than twenty-one (21) days' notice in writing of the HDB's intention to treat this Agreement as having been repudiated by the Purchaser.

10.3 This Agreement shall be deemed to be terminated after the notice period referred to in Clause 10.2 has expired. In this respect time shall be of the essence.

10.4 Once this Agreement has been terminated, without prejudice to any other rights available to the HDB at law or in equity, the HDB shall be entitled to -

- (a) forfeit from the downpayment and retain for its own benefit a sum equal to Five Percent (5%) of the Purchase Price and to refund the balance thereof (if any) to the Purchaser without interest; and
- (b) sell or otherwise dispose of the Flat as the HDB shall in its absolute discretion deem fit.

## **11. Rescission before Delivery of Possession**

11.1 Notwithstanding any provision of this Agreement, the HDB shall be entitled to rescind this Agreement if any of the following events occur before possession of the Flat is delivered to the Purchaser -

- (a) the Purchaser having purchased the Flat pursuant to the Joint Singles Scheme becomes ineligible to so purchase the Flat by reason of the demise of either of the purchaser;
- (b) the Purchaser has, at any time after the Date of Sale, ceased to be a Citizen of Singapore or a Permanent Resident of Singapore;
- (c) the sole Purchasers dies; or where there is more than one (1) Purchasers, any of the Co-Purchasers dies, rendering the remaining Purchaser(s) ineligible to purchase and retain ownership of the Flat under the provisions of the H&D Act, the HDB's prevailing policies relating to sale of HDB Flats and/ or the terms and conditions of the (Allocation and Eligibility Scheme named in item 9 and 10 of Annex A) Scheme;
- (d) the Purchaser who is a Singapore Citizen dies leaving a remaining Co-Purchaser who is a Permanent Resident;
- (e) the Purchaser shall not have or ceases to have, in the opinion of the HDB, a Family Nucleus by reason of the demise of one or more of the authorised occupiers.

11.2 To rescind this Agreement, the HDB shall be entitled to serve on the Purchaser, a notice in writing of the rescission, in which event, this Agreement shall become null and void.

11.3 The HDB shall refund to the Purchaser the monies paid pursuant to Clause 4 hereof without interest less all expenses including survey fees stamp fees and disbursements incurred by the HDB arising out of or in connection with anything contemplated by this Agreement and any administrative charge as may be imposed by the HDB.

Thereafter, neither party shall have any claim whatsoever against the other relating to or arising out of the rescission of this Agreement by the HDB.



## **12. Determination of Lease after Delivery of Possession**

12.1 The HDB shall be entitled to exercise its rights and remedies under Clause 7 of the Memorandum of Lease to re-enter the Flat or any part thereof in the name of the whole if –

- (a) the Purchaser becomes ineligible under any of the events contemplated by Clause 11.1 above occurring after possession of the Flat has been delivered to the Purchaser;
- (b) the Purchaser fails to observe or perform or breaches any of the terms conditions and undertakings set out in Clause 7.1, where applicable, after taking possession of the Flat.

12.2 Upon the re-entry by the HDB, the Lease herein shall absolutely determine and all monies paid under this Agreement shall be forfeited to the absolute use of the HDB.

12.3 The Purchaser shall forthwith quit and deliver and cause all occupiers therein to quit and deliver vacant possession of the Flat to the HDB.

12.4 All the additions, alterations, improvements, fixtures and fittings made to or installed in the Flat by the Purchaser shall belong to the HDB absolutely.

12.5 The HDB's exercise of its rights pursuant to Clause 12.1 is without prejudice to any right of action or remedy of the HDB in respect of any antecedent breach of any of the Purchaser's covenants conditions or undertakings in this Agreement.

12.6 For the purpose of Clauses 12.1 and 12.2 above, a written notice served by the HDB on the Purchaser in the manner stated in Clause 19 to the effect that the HDB thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual re-entry on the part of the HDB.

## **13. Surrender of Flat after Delivery of Possession**

13.1 If the Purchaser surrenders the Flat to the HDB on or after taking possession thereof, the HDB shall pay to the Purchaser the consideration determined under Clause 13.2.

13.2 Where the Purchaser is required under any term condition or undertaking herein to surrender or cause the Flat to be vested in the HDB, the consideration for such surrender shall be determined by the HDB in its absolute discretion. The HDB's decision shall be final and conclusive and shall not be called into question by the Purchaser.

**14. Title**

14.1 The HDB shall obtain title to the Flat.

14.2 The Purchaser shall not make any objection or requisition in respect of the title to the Flat and shall not require the delivery or production of any deeds or documents from the HDB.

**15. Completion**

15.1 The HDB shall give a Notice to Complete on or before the (*Item 12 of Annex A*) ("the Legal Completion Date") for completion of the sale and purchase of the Flat.

15.2 Completion shall take place within fourteen (14) days after the Purchaser receives the Notice to Complete from the HDB or its solicitors.

15.3 The completion of the sale and purchase of the Flat shall take place at the office of the HDB or its solicitors.

15.4 The warranties representations terms conditions and undertakings made by or on the part of the Purchaser to be observed and performed in this Agreement shall, notwithstanding the execution of the Lease on completion, be deemed to survive and shall not merge in the Lease.

**16. Goods and Services Tax**

16.1 Unless otherwise stated, all sums payable under this Agreement are exclusive of Goods and Services Tax.

16.2 The Purchaser shall pay and indemnify the HDB -

- (a) against Goods and Services Tax chargeable in respect of any payment made by the Purchaser under the terms of or in connection with this Agreement, or
- (b) in respect of any payment made by the HDB where the Purchaser hereby agrees in this Agreement to reimburse the HDB for such payment.

**17. Errors, Omissions and Mis-statement**

17.1 Any error omission or mis-statement as to the description of the area of the Flat referred to in the First Schedule hereto shall not invalidate this Agreement or annul the sale nor does it give the Purchaser the right to be discharged from the purchase of the Flat.

17.2 In the event of any such error omission or mis-statement as to the description of the area of the Flat, the Purchaser shall be entitled to an adjustment of the Purchase Price in accordance with Clause 17.3.

17.3 If, on completion of cadastral survey as approved by the Chief Surveyor, it is found that the area of the Flat ascertained by such survey is less than the area mentioned in the First Schedule hereto, there shall be an adjustment of the Purchase Price as follows:

<u>Deficiency</u>	<u>Adjustment</u>
(a) 3% or less of the area stated in the First Schedule.	No reduction
(b) more than 3% of the area stated in the First Schedule.	The difference in excess of 3% of the area stated in the First Schedule calculated at the rate the Purchaser paid for each square metre of the Flat.

17.4 The HDB shall not be entitled to any adjustment of the Purchase Price if the area of the Flat ascertained by the cadastral survey exceeds the area stated in the First Schedule.

## **18. Reservation of the HDB's rights and powers**

18.1 Nothing in this Agreement shall affect or diminish the rights and powers of the HDB under the Lease including the Memorandum of Lease as incorporated herein or the statutory power of the HDB to acquire the Flat in accordance with the provisions of the H&D Act. For the avoidance of doubt, the HDB may take action for any breach of the terms of the Lease by the Purchaser or any of the authorised occupiers notwithstanding that the Lease for the Flat has not been issued.

## **19. Notices**

19.1 Any demand for payment or any notice to be served by the HDB on the Purchaser under the provisions of this Agreement shall be deemed to be sufficiently served if –

- (a) it is sent by ordinary or registered post to the Purchaser addressed to him at the Flat, whether the same is received or not; or
- (b) it is affixed to some conspicuous part of the Flat; or
- (c) it is sent by electronic mail to the last electronic mail address given by the Purchaser to the HDB.

19.2 In the event that the Purchaser has not taken possession of the Flat, any notice to be served on the Purchaser shall be deemed to be sufficiently served if it is sent by ordinary or registered post, whether the same is received or not by the Purchaser, at the last address given by the Purchaser to the HDB or if it is sent by electronic mail to the last electronic mail address given by the Purchaser to the HDB.

**20. Mediation**

20.1 The HDB and Purchaser agree that before they refer any dispute or difference relating to this Agreement to arbitration or court proceedings, they shall consider resolving the dispute or difference through mediation at the Singapore Mediation Centre in accordance with its prevailing prescribed forms, rules and procedures.

20.2 For the avoidance of doubt, this clause shall not amount to a legal obligation on the part of either the HDB or Purchaser to attempt mediation as a means of resolving their dispute or difference.

**21. Contracts (Rights of Third Parties) Act (Cap. 53B)**

21.1 Any person, who is not a party to this Agreement, shall have no rights whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B).

**22. Governing Law**

22.1 This Agreement is governed by Singapore Law and subject to the jurisdiction of the Singapore Courts.

**23. Purchaser's Acknowledgment**

23.1 The Purchaser hereby acknowledges that he has read and understood and hereby agrees to the terms covenants and conditions in the Lease and the Memorandum of Lease.

23.2 Pending the completion of the issue and registration of the Lease, the terms covenants and conditions in the Lease and the Memorandum of Lease shall apply mutatis mutandis to this Agreement as if the same were incorporated and fully set out herein.

1. Purchaser Name : \_\_\_\_\_
- Address : \_\_\_\_\_
- Manner of Holding : \_\_\_\_\_
- Citizenship : \_\_\_\_\_
- 2a The Flat : \_\_\_\_\_
- 2b Flat Type : \_\_\_\_\_
- 3a Option Fee : \$ \_\_\_\_\_
- 3b Downpayment : \_\_\_\_\_
4. Date of Option to Purchase : \_\_\_\_\_
- 5a Purchase Price : \$ \_\_\_\_\_
- 5b SC / SPR Premium : \$ \_\_\_\_\_
- 5c Premium or Levy : \$ \_\_\_\_\_
- 5d Household Citizenship : \_\_\_\_\_
- 6a Lease Tenure : 99 years
- 6b Lease Commencement Date : \_\_\_\_\_
- 7 Delivery Possession Date : \_\_\_\_\_
- 8 Service and Conservancy Charges  
(inclusive of Goods and Services Tax) : \$ \_\_\_\_\_
- 9 Allocation Scheme : \_\_\_\_\_
- 10 Eligibility Scheme : \_\_\_\_\_
- 11 Priority Scheme : \_\_\_\_\_
- 12 Legal Completion Date : \_\_\_\_\_

**THE FIRST SCHEDULE**

ALL THAT flat known as Apartment Block # -

\_\_\_\_\_ SINGAPORE \_\_\_\_\_

estimated to contain a floor area of \_\_\_\_\_ sq metres erected on Land

comprised in Lot \_\_\_\_\_ MK/ TS \_\_\_\_\_ in the Republic of Singapore.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED BY the Officer )  
for and on behalf of the )  
HOUSING AND DEVELOPMENT BOARD )  
in the presence of: )  
)  
)

SIGNED BY the Purchaser )  
in the presence of: )