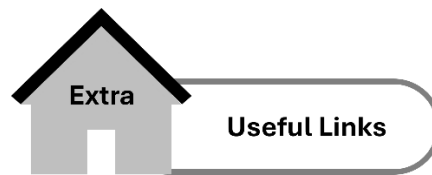
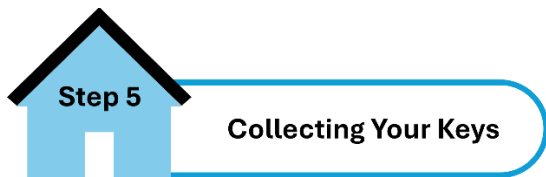
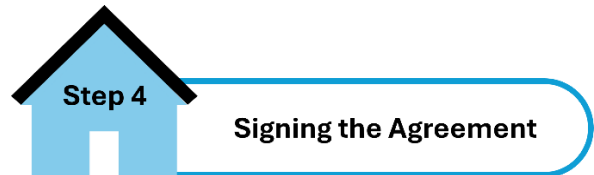
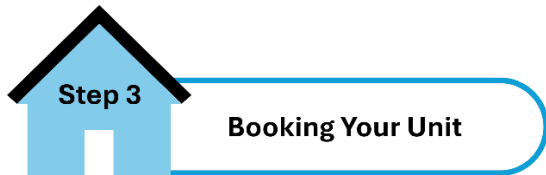
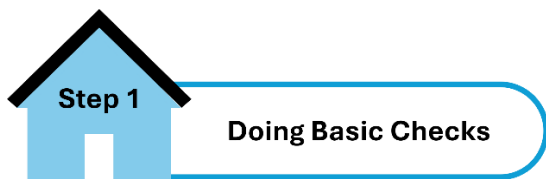


Home Buyers' Guide

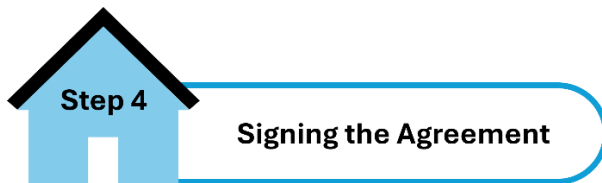
What is it?

This guide provides basic information on the process of buying uncompleted private residential properties and considerations to take before committing to a purchase.

This guide is for general information purposes only and does not constitute advice, be it legal, financial or otherwise. Please read the [terms of access and information below before proceeding to use this guide](#).



If you need advice on your specific situation(s), whether you are a prospective home buyer or otherwise, you should consult the relevant professionals for further advice. Any reliance you place on this guide is strictly at your own risk. While we endeavour to ensure accuracy in this guide, we make no representations or warranties of any kind (whether express or implied) about the accuracy, completeness, format, currency or any other aspects of this guide or its application.



Sale and Purchase Agreement (S&PA)

The S&PA is a private contract between the developer and the purchaser for the sale and purchase of a unit. Licensed housing developers are required to use the standard form of [S&PA](#) in the sale of the units in a housing project. No amendment to the S&PA can be made except with the prior approval of the Controller of Housing. You should review the terms in the S&PA before signing it.

Useful Information to Know in S&PA

Vacant Possession Date

The vacant possession date is the latest date where the developer needs to hand over the keys to your unit. Do note that the actual handing over of the keys may occur before or after the vacant possession date. The developer is contractually bound to deliver vacant possession of the property to the buyer by the date stated in the Option to Purchase (OTP) and S&PA. Otherwise, the developer is liable to pay liquidated damages to you. Delivery of vacant possession will occur after the issuance of the Temporary Occupation Permit (TOP) for the project, or, if all the relevant legal requirements have been met, the Certificate of Statutory Completion (CSC) for the project, which will allow you to occupy your unit. Occupation of a building or part thereof without a TOP or CSC is an offence under the Building Control Act.

Developers or their appointed property agencies may sometimes also provide an “estimated TOP date” to buyers, which is estimated based on the planned construction schedule. You should note that the actual TOP date may deviate from the estimated TOP date, depending on the project’s construction progress.

Developers’ obligation

The developer is required to build the unit with all the common property in a workmanlike manner according to the S&PA’s specifications and the relevant authorities’ approved plans.

The developer has to obtain consent from the buyer before making any changes to the unit and substantive changes to the approved plans on the common property, unless the changes are required by the relevant authorities.

Specifications of Unit

The developer is required to build the unit in accordance with the Specifications and approved plans stated in the S&PA. No changes shall be made unless they have been agreed to by the buyer and approved by the relevant authorities, or they are required by the relevant authorities.

The type of materials, finishes, fittings, appliances, and furnishings to be used or provided for a unit and the common facilities are set out in the "Specifications of the Building" in the S&PA. To view a sample of what is contained in the Specifications, click [here](#).

You should obtain a written confirmation from the developer if there are any other items offered by the developer which are not stated in the specifications, e.g. free washing machine, cooker.

Share Value

The share value of a unit determines your share in the housing project. This is used to compute your share of contribution for the recurrent maintenance fees and charges for the common property.

If you purchase a unit in a strata-titled housing project (including apartments, condominiums and strata landed housing with common property), you should take note of the share value that has been allocated to the unit in relation to the whole housing project.

You can get more information on living in a strata-titled property from BCA's publication "[Strata Living in Singapore](#)".

Lodging a caveat

A caveat notice is a legal notice to notify your interest as a buyer and to prevent further dealings on your unit without your knowledge. You can lodge a caveat notice with SLA against the unit that you are purchasing after paying your booking fee or signing your S&PA.

Progress payment

You must ensure that all payments due to the developer are made promptly according to the payment schedule (click [here](#), Form 4 for non-strata housing units; Form 5 for strata housing units in the S&PA. Instalment payments of the purchase price have to be made at the completion of each stage of the project construction. Prior to that, the Qualified Person (a [registered architect](#) or [professional engineer](#)) engaged by the developer will issue a copy of the requisite certificate at each stage to certify the completion.

You will be liable to pay interest in accordance with the formula set out in the S&PA if any amount of the purchase price due is not paid by the deadline specified in the payment schedule.

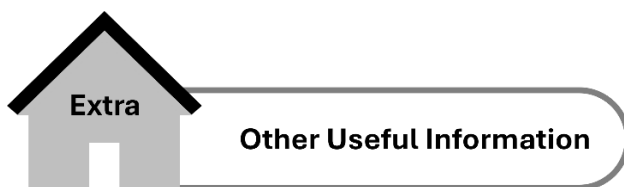
If any payment of the purchase price and interest remains unpaid for more than 14 days after it is due, the developer has the right to treat the S&PA as having been repudiated by you and may take steps as specified in the Agreement to annul the S&PA.

Once the S&PA is annulled, the developer has the right to forfeit 20% of the purchase price, recover all outstanding interest owing and unpaid by you, and to resell the unit to any other person.

Sub-sale of Unit

If you wish to sub-sell the unit after signing the S&PA and the sale of the unit has not been completed (i.e. the developer has not conveyed the legal title of your unit to you), you will have to inform the developer of the sub-sale.

At the request of the sub-purchaser, the developer will then enter into a new S&PA with the sub-purchaser. The terms and conditions of this new agreement will put the developer and the sub-purchaser in the same position as if the sub-purchaser was the original purchaser in the original S&PA.



Purchasing from Developers undertaking projects with 4 or fewer units

A developer who undertakes a housing project with 4 or fewer units is not required to be licensed under the Housing Developers (Control & Licensing) Act. As such developers are not subject to the same regulations that apply to licensed housing developers, you may wish to conduct more thorough due diligence when dealing with such developers, including through seeking legal advice as needed to allow you to make informed decisions and safeguard your interests.

If you are considering to purchase a property from such developers, you should take note of the following:

➤ **Advertisements**

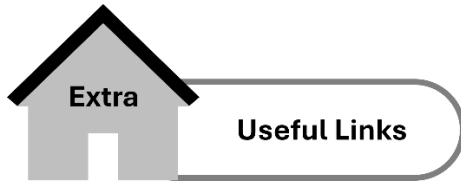
Beware of any information which is unclear or may be misleading and seek clarification from the developer if necessary to help you make a more informed buying decision. You may wish to request for pertinent information on the property and housing project, such as floor area, facilities provided, expected vacant possession and completion date.

➤ **Contractual terms**

The developer may use its own sales contract in the sale of the property. You should carefully review the terms of the contract and seek legal advice to ensure that your interests are safeguarded before making any payment or committing to the purchase. Some key provisions which you should look out for in the sales contract include schedule of instalment payments, provision for a defects liability period during which a developer is obliged to rectify defects reported at its own cost and expense, stipulated date of delivery of vacant possession of the property and legal completion with recourse for home-buyers should the developer fail to meet the stipulated date, specifications of the property and obligation for developer to build in accordance to the specifications and approved plans with recourse for home-buyers should the developer fail to do so.

➤ **Home-buyers' payments**

Developers undertaking projects with 4 or fewer units are not required to deposit payments of purchase price into a project account for the purpose of developing and completing the projects. You should therefore consider the financial circumstances of the developer, and the amount of instalment payments required at specific construction stage, to ensure that your interests are safeguarded. You should be particularly cautious about agreements that require substantial payments before construction begins or reaches significant milestones, such as Temporary Occupation Permit.



URA's Links

Changing Use of Your Premises
Home Office
Leasing and Subletting Residential Property
Master Plans
Property Market Data
Renovating Your Home

Government Related Websites

Ministry of National Development
Building and Construction Authority
Central Provident Fund Board
Council for Estate Agencies
Housing and Development Board
Inland Revenue Authority of Singapore
Monetary Authority of Singapore
Personal Data Protection Commission
Singapore Academy of Law
Singapore Land Authority

Professional Bodies

Real Estate Developers' Association of Singapore
Singapore Institute of Architects
Singapore Institute of Surveyors and Valuers
The Institution of Engineers Singapore
The Law Society of Singapore