

# centrale<sup>8</sup>

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# APPLICATION PROCEDURES AND TERMS AND CONDITIONS FOR THE PURCHASE OF A FLAT SOLD UNDER THE DESIGN, BUILD AND SELL SCHEME, ESTABLISHED UNDER PART IVB OF THE HOUSING AND DEVELOPMENT ACT (CAP 129)

THESE ARE THE APPLICATION PROCEDURES AND TERMS AND CONDITIONS REFERRED TO IN YOUR OPTION TO PURCHASE AND SALE AND PURCHASE AGREEMENT. IF YOU INTEND TO BUY A DESIGN, BUILD AND SELL SCHEME FLAT, YOU WILL BE REQUIRED TO COMPLY WITH ALL THE APPLICATION PROCEDURES SET OUT HEREIN. YOU WILL ALSO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS BROCHURE.

PLEASE READ THIS SET OF APPLICATION PROCEDURES AND TERMS AND CONDITIONS CAREFULLY **BEFORE** YOU APPLY TO BUY A DESIGN, BUILD AND SELL SCHEME FLAT.

## 1.1 General

- (a) The information in this brochure spells out the application procedures as well as the Terms and Conditions for the purchase of a flat sold under the Design, Build and Sell Scheme ("DBSS") established under Part IVB of the Housing and Development Act Cap 129 ("DBSS flat") in the development known as Centrale 8 at Tampines developed by Sim Lian (Tampines Central) Pte Ltd ("Developer").
- (b) All interested applicants have to meet the prevailing eligibility conditions relating to the purchase of a DBSS flat. Applicants are advised to read these application procedures as well as the Terms and Conditions set out in this brochure relating to the application for the purchase of a DBSS flat in Centrale 8 at Tampines before submitting their application forms.
- (c) These application procedures and Terms and Conditions are current at the time of printing.

## 1.2 Submission of Application Form

- (a) All applications must be completed in the prescribed E-Application form at [www.simlian.com.sg](http://www.simlian.com.sg) and submitted online between **16 June to 21 June 2011**. *(We regret to inform that no submission of the application form by post or fax shall be accepted).*
- (b) Any person interested in applying for a DBSS flat is required to submit the duly completed application form together with the originals and copies of all documents required by the Developer and/or HDB to process the application for purchase of the DBSS flat.
- (c) Applicants who are eligible for the \*CPF Housing Grant and who wish to request for the CPF Housing Grant for the purchase of a DBSS flat must also submit the Application Form for CPF Housing Grant **together** with their DBSS application form to the Developer at the point of booking of the DBSS flat.

\*Note:

- The CPF Housing Grant includes the Additional CPF Housing Grant, where applicable. Applicants applying for the Additional CPF Housing Grant ("AHG") will also be required to complete the AHG section of the Application Form for CPF Housing Grant.
  - For the application for CPF Housing Grant, please submit all supporting documents to the Developer **within one week** from date of booking of the DBSS flat. If the Developer does not receive the full set of supporting documents as required within the one week deadline, HDB will not be able to process your application for the CPF Housing Grant in time for the downpayment.
  - Please refer to the Application Form for CPF Housing Grant for more details on submission of the CPF Housing Grant request and the supporting documents.
- (d) The Developer shall have the absolute discretion either to accept or reject any application.

## 1.3 Documents to submit

Applicants must submit their application for purchase of a DBSS flat in the prescribed application forms **together** with photocopies of the following documents (where applicable) in respect of **all persons listed in the application form** for verification of their eligibility. Please submit the documents **within one week** from date of booking of the DBSS flat. These documents include:

### 1.3.1 Proof of Identity/Citizenship

- (a) For Singapore Citizen: Identity Card
- (b) For Singapore Permanent Resident: Singapore Blue Identity Card
- (c) For Non-citizen: Passport

### 1.3.2 Proof of Relationship and Marital Status

- (a) Birth Certificate (to prove relationship between parents/children, siblings etc.); and/or
- (b) Marriage Certificate; and/or
- (c) Divorce documents (for persons who are divorced); and/or
- (d) Deed of Separation (for persons who are legally separated); and/or
- (e) Death Certificate (if applicable)

### 1.3.3 Proof of Income

- (a) Employed person
  - (i) Original payslip (as at date of application); or
  - (ii) Income letter from employer as at date of application (which must bear either the company's letterhead or stamp and the name and designation of the signatory) stating the current gross monthly income of the employed person.
- (b) Self-Employed person
  - (i) Latest income tax assessment; or
  - (ii) Statement of Annual Accounts certified by an Audit Firm to confirm income for the past 12 months; and
  - (iii) Valid Accounting & Corporate Regulatory Authority (ACRA) Computer Information (Business Profile) / Valid license of business / trade; and
  - (iv) *Statutory Declaration*\* to declare the average monthly income for the past 12 months.
- (c) Commission-based person
  - (i) 12 months commission statements/ payslips as at date of application; or
  - (ii) Letter from employer stating past 12 months' commissions as at date of application (which must bear either the company's letterhead or stamp and the name and designation of the signatory).
- (d) Part-time worker
  - (i) Monthly-rated part-time employee with fixed monthly salary is required to submit a letter from employer stating his/her permanent staff status and salary received as at date of application (which must bear either the company's letterhead or stamp and the name and designation of the signatory).
  - (ii) Hourly-rated part-time employee with variable salary is required to submit the 12 months payslips or Letter from employer stating past 12 months salary as at date of application (which must bear either the company's letterhead or stamp and the name and designation of the signatory).
- (e) Odd-Job worker

Latest Notice of Assessment from IRAS OR recent letter from employer certifying salaries for the last 12 months.
- (f) Unemployed person
  - (i) *Statutory Declaration*\* to declare the period of unemployment with no income; or
  - (ii) Copy of Student Pass or Letter from School/College/Institute of Learning for persons who are 18 years old and above: to confirm student status.

\**Statutory Declaration may be executed at the Sales Office at HDB Hub or at any HDB Branch Office.*

### 1.3.4 Forms and Undertakings

The applicant, his spouse or essential occupier listed in the DBSS application shall be required to sign all such forms, letters of consent, letters of undertaking, letters of confirmation, and such other documents ("the documents") as may be required by the Developer and/or HDB in order to determine their eligibility to purchase a DBSS flat.

The documents shall form an integral part of the Terms and Conditions for purchase of a DBSS flat and any reference to a term or condition in the documents shall be a Term and Condition for the purchase of a DBSS flat.

Failure or refusal to sign any of the documents may render a person ineligible to purchase the DBSS flat and the consequences set out in the Option to Purchase and Sale and Purchase Agreement (if this has been signed) will apply. Further, HDB may take such action as it is empowered to take under the Housing and Development Act (Cap 129), and its Rules and Regulations.

HDB's prevailing policies, rules and regulations which may be in force from time to time shall apply at all times. All decisions reached in this regard shall be at HDB's sole discretion and shall be final and conclusive.

### 1.3.5 Other Documents

Applicants must also produce such other documents as requested by the Developer and/or HDB for the purpose of ascertaining their eligibility to buy the DBSS flat.

All documents submitted to the Developer for the purpose of assessing the eligibility of the applicants will be retained by the Developer for record purposes and will be treated by the Developer as strictly confidential. The documents will not be returned to any of the persons listed in the application.

In the event of any change in the applicant's family nucleus as a result, for example, of events such as marriage, death, divorce or separation of any person listed in the application, the applicant must produce the relevant documents (e.g. marriage certificate, death certificate, divorce documents, Deed of Separation etc) to the Developer and/or HDB. This is to enable the Developer and/or HDB to reassess and reconfirm the applicant's eligibility to continue with the purchase of the DBSS flat.

### 1.4 Use of Data

The applicants including all persons listed in the Application Form shall unequivocally and irrevocably consent to and give the Developer and HDB the right to release any information stated in their application forms, as well as such other information it may receive in the course of processing the application for purchase of a DBSS flat/sale of DBSS flat to the buyer as and when necessary, to HDB and to such other parties as may be authorised by HDB for the purpose of processing their applications for the purchase of a DBSS flat and/or to determine the eligibility and/or continued eligibility of the applicant to buy the DBSS flat.

For the purpose of processing the applications relating to the name, NRIC number, nationality, race, sex, date of birth, address and/or other particulars of the applicant(s) and/or any other persons listed in the application form, the Developer shall have the right to rely on its own records, those from the HDB, and/or any other relevant authorities as it deems fit.

*Note: HDB may also collect personal data from applicants/all persons listed in the Application Form to administer HDB's public housing programmes and services. HDB may share the necessary data with other Governmental agencies, unless such sharing is prohibited by legislation. This is to enable HDB to serve the applicants/all persons listed in the application form in the most convenient, efficient and effective way. HDB will not share the personal data of the applicant or any of the persons listed in the application form with non-Government entities, except where such entities have been authorised to carry out specific Government services.*

### 1.5 Mortgage loan

Applicants may obtain financing for the purchase of the DBSS flat from the HDB or banks or financial institutions licensed by the Monetary Authority of Singapore (MAS).

For HDB loans, the lending limit is up to 90% of the purchase price of the DBSS flat, subject to credit assessment.

For bank loans, the lending limit is up to 80% of the purchase price, and the minimum cash payment required is 5% of the purchase price. From 14 Jan 2011 onwards, for those who have one or more outstanding housing loans at the time of applying for the bank loan for the purchase of the DBSS flat, the lending limit is up to 60% of the purchase price and the minimum cash payment required is 10% of the purchase price.

For applicants taking an HDB loan, applicants must have a valid HDB Letter of Offer before they sign the Sale and Purchase (S&P) Agreement for the DBSS flat. Applicants are advised to check on their loan eligibility through the HDB InfoWEB before booking a DBSS flat. If they wish to apply for an HDB loan, please note that in addition to the guidelines on proof of income in Section 1.3.3, employed applicants are required to submit to HDB their:-

- (a) recent 3 months' payslips;
- (b) past 15 months' CPF Contribution History Statement; and
- (c) Completion Statement (if they had sold away their previous flat).

For more details, applicants may also refer to the HDB loan information leaflet.

Applicants who are **not** eligible for an HDB loan will have to take a mortgage loan from banks or financial institutions licensed by the Monetary Authority of Singapore (MAS).

Applicants who have taken a mortgage loan from banks or financial institutions licensed by the Monetary Authority of Singapore (MAS) must submit a copy of their Letter of Offer with acceptance to the Developer before they sign the Sale & Purchase Agreement.

## 1.6 CPF Housing Grant

Applicants\* can apply for a CPF Housing Grant to help them buy a DBSS flat. The types of CPF Housing Grants available are:

### **For households with monthly income not more than \$8,000**

- (a) CPF Housing Grant for Family [\$20,000/\$30,000]
- (b) CPF Housing Grant for Family (Living Near Parents/Married Child) [\$30,000/\$40,000]
- (c) Additional CPF Housing Grant [\$5,000 to \$40,000]
- (d) CPF Housing Grant for Singles [\$11,000]
- (e) CPF Housing Grant for Singles (Living with Parents) [\$20,000]
- (f) CPF Housing Top-Up Grant [where applicable]
- (g) Half-Housing Grant [\$15,000/\$20,000]

### **For households with monthly income more than \$8,000 but not greater than \$10,000**

(applicable only to DBSS projects launched for public sale from 30 Aug 2010 onwards)

- (a) CPF Housing Grant for Family [\$20,000/\$30,000]
- (b) CPF Housing Grant for Singles [\$11,000]
- (c) CPF Housing Top-Up Grant [where applicable]
- (d) Half-Housing Grant [\$15,000]

The CPF Housing Grant and Additional CPF Housing Grant, where applicable will be given only once to eligible Singapore Citizen applicants who purchase a 2-room or bigger DBSS flat from the Developer. Applicants who are eligible for the CPF Housing Grant and who wish to request for the grant must submit the Application Form for CPF Housing Grant with supporting documents to the Developer at the point of booking of the DBSS flat.

*Note: Applicants applying for the Additional CPF Housing Grant (“AHG”) will be required to submit their proof of income for the past 12 months at the time of application.*

\* The applicant, co-applicants, essential occupiers and their spouses for the purchase of a DBSS flat must not have enjoyed any housing subsidy, ie. they must not:-

- (i) be the owners of a flat bought direct from HDB ; or
- (ii) have sold a flat bought direct from HDB; or
- (iii) have received the CPF Housing Grant for their purchase of an Executive Condominium unit, DBSS flat or an HDB resale flat; or
- (iv) have transferred at market value a flat bought direct from HDB or an HDB Resale flat bought under the CPF Housing Grant Scheme; or
- (v) have ever enjoyed other forms of housing subsidy such as enjoyed SERS benefits or privatisation of HUDC estate.

For more information on the detailed eligibility conditions of the respective CPF Housing Grants, please refer to the application forms for the respective CPF Housing Grants.

## 1.7 Enquiry

If you have any enquiries relating to:

### (a) **Eligibility Conditions for the purchase of a DBSS flat**

Please call HDB at Tel No: **1800-866 3066** or visit HDB InfoWEB at [www.hdb.gov.sg](http://www.hdb.gov.sg).

### (b) **Details of Centrale 8 at Tampines (“DBSS development”)**

Please call Sim Lian (Tampines Central) Pte Ltd at Tel No. **6665 0330**. Alternatively, you may email your enquiry to [enquiries@simlian.com.sg](mailto:enquiries@simlian.com.sg) or visit their website at [www.simlian.com.sg](http://www.simlian.com.sg)

**IMPORTANT NOTICE TO ALL APPLICANTS  
FOR CENTRALE 8 AT TAMPINES**

- 1. IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO THE DEVELOPER OR THE APPROPRIATE AUTHORITIES, PLEASE NOTE THAT AS PROVIDED FOR UNDER PART IVB OF THE HOUSING AND DEVELOPMENT ACT (CAP 129), THE SALE AND PURCHASE AGREEMENT CAN BE TERMINATED AND/ OR THE DBSS FLAT COMPULSORILY ACQUIRED IN THE EVENT AN APPLICANT FOR THE PURCHASE OF A DBSS FLAT IS FOUND TO HAVE MADE ANY MISREPRESENTATION OR FALSE STATEMENT.**
  
- 2. THE DEVELOPER WILL TERMINATE THE SALE AND PURCHASE AGREEMENT IF YOU ARE NOT ELIGIBLE OR HAVE CEASED TO BE ELIGIBLE TO BUY THE DBSS FLAT. IF THE DEVELOPER TERMINATES THE SALE AND PURCHASE AGREEMENT, THE DEVELOPER MAY FORFEIT AND KEEP 20% OF THE PURCHASE PRICE. IT IS THEREFORE IMPORTANT THAT YOU ENSURE THAT YOU ARE ELIGIBLE TO BUY THE DBSS FLAT AND CAN CONTINUE TO MAINTAIN THIS ELIGIBILITY THROUGHOUT THE PERIOD OF OWNERSHIP OF THE DBSS FLAT. FOR YOUR INFORMATION, THE MINIMUM OCCUPATION PERIOD FOR A DBSS FLAT IS 5 YEARS FROM THE DATE OF TAKING POSSESSION OF THE DBSS FLAT.**
  
- 3. YOU WILL HAVE TO FOLLOW THE APPLICATION PROCEDURES AND THE TERMS AND CONDITIONS SET OUT IN THIS BROCHURE IF YOU INTEND TO BUY A DBSS FLAT. HOWEVER, PLEASE NOTE THAT THE INFORMATION SET OUT HERE IS BY NO MEANS EXHAUSTIVE OR FINAL. WHILST EVERY CARE AND ATTENTION HAS BEEN TAKEN IN THE COMPILATION OF THE INFORMATION, THE DEVELOPER DOES NOT WARRANT THAT THE CONTENTS HEREIN REPRESENT ALL THE CONDITIONS AND REQUIREMENTS OF THE RELEVANT AUTHORITIES OR THAT THE INFORMATION IS FREE FROM ERRORS OR OMISSIONS WHATSOEVER. THE CONTENTS HEREIN ARE SUBJECT TO CHANGES BY THE RELEVANT AUTHORITIES.**



## TERMS AND CONDITIONS FOR THE PURCHASE OF A DBSS FLAT

### PART 1: INTRODUCTION

- 1.1 The DBSS is a Scheme established under Part IVB of the Housing and Development Act (Cap 129). It enables the Developer to design, build, price and sell public housing.
- 1.2 On or soon after the Temporary Occupation Permit or Certificate of Statutory Completion (whichever is the earlier) is issued for the DBSS development, the DBSS flat will vest in the HDB in the manner set out at section 65P of the Housing and Development Act (Cap 129).

### PART 2: ELIGIBILITY CONDITIONS

#### 2.1 General Conditions

The applicant, co-applicant(s) and all the proposed occupiers listed in the application for the purchase of a DBSS flat including their spouses must meet similar conditions as buying a flat direct from HDB under HDB's prevailing policies, terms and conditions for purchase of a direct-purchase flat from HDB.

#### 2.2 Family Nucleus

The applicant, co-applicant and occupiers listed in the Application Form must be able to form a family nucleus, defined as being any one of the following:

- (a) Applicant and his spouse and children (if any). An occupier who is married must also include his/her spouse;
- (b) Applicant (single) and both his parents; and siblings (if any);
- (c) Applicant (widowed or divorced) and children under his legal custody, care and control;
- (d) Applicant and fiancé/fiancée (please see paragraph 2.2.1);
- (e) Orphaned applicant and his single siblings; (to submit copies of Death Certificates of parents for verification) (please see paragraph 2.2.2); or
- (f) Such other categories as HDB in its absolute discretion may deem a proper family nucleus.

#### 2.2.1 Fiancé/Fiancée Scheme

- (a) For the purchase of a DBSS flat under the Fiancé/Fiancée Scheme, both the applicant and his fiancée must be unmarried, widowed or divorced (with Certificate of Making Interim Judgement Final having been granted) at the time of application. They must produce their marriage certificate for inspection by the Developer, within 3 months after taking possession of the new DBSS flat. However, if the applicant and his fiancée have been given a CPF Housing Grant, they must produce their marriage certificate for inspection by the Developer before they can take possession of the DBSS flat. If the purchasers inform the Developer or if the Developer is aware that the applicant and his fiancée have broken off their fiancé/fiancée relationship or will not be able to submit their marriage certificate to the Developer by the above-stated deadline, thus rendering them ineligible to continue with the purchase of the DBSS flat, the Sale and Purchase Agreement, if already entered into, will be terminated. Upon termination of the Sale and Purchase Agreement, the Developer will be entitled to forfeit an amount equivalent to 20% of the DBSS flat's purchase price in accordance with the provisions of the Sale and Purchase Agreement.
- (b) For a couple who buys DBSS flat under the Fiancé/Fiancée Scheme with the CPF Housing Grant and is unable to produce the marriage certificate within the deadline set out above as required under the Fiancé/Fiancée Scheme, or for couples who buys the DBSS flat under the Fiancé/Fiancée Scheme with the CPF Housing Grant and got married but subsequently annul their marriage:
  - (i) The couple will be required to return the CPF Housing Grant together with interest accrued. Any shortfall must be topped up in cash. If the full amount cannot be recovered, the outstanding amount (inclusive of interest) will be treated as a debt owed ("the debt") by them to the Government. The couple will not be eligible to rent a flat from HDB, buy or take over the ownership of another HDB flat, DBSS flat or Executive Condominium unit until the debt is settled in full.
  - (ii) HDB also reserves the right to recover the CPF Housing Grant with interest if the DBSS flat purchase is terminated at any time from the date of disbursement of the grant by HDB till the date the applicants take possession of the DBSS flat or if the DBSS flat or any interest therein is sold, transferred, assigned or otherwise disposed by the applicant or by any mortgagee or any person on or before the expiration of the 5-year minimum occupation period of the DBSS flat. The minimum occupation period is computed from the date of taking possession of the DBSS flat. It excludes any subletting of whole flat and any period of non-occupation.

- (iii) HDB also reserves the right to recover the Additional CPF Housing Grant with interest if the applicants have rendered themselves ineligible for the CPF Housing Grant. (Please refer to the Application for CPF Housing Grant Form for details.)
- (iv) Without prejudice to any other action as may be available in law, any recovery of CPF Housing Grant with interest may be recovered by HDB on the Singapore Government's behalf or by the Central Provident Fund Board.
- (c) If an applicant applies with his fiancée as co-applicant under the Fiancé/Fiancée Scheme, both applicants must be at least 21 years of age. Any person who is below 21 years old but above 18 years old can only be listed as a proposed occupier in the application for a DBSS flat.
- (d) If either fiancé/fiancée is below 21 years old but 18 years old and above, the written consent of the parents or the legal guardian of this person who has not attained the age of 21 must be submitted with the application.
- (e) The applicant must be a Singapore Citizen and his fiancée (listed either as the co-applicant/proposed occupier) in the application must be either a Singapore Citizen or a Singapore Permanent Resident.

### 2.2.2 Orphans Scheme

An applicant (single) and his sibling(s) who are orphans may apply for a DBSS flat under the Orphans Scheme. For such an application, the applicant must be a Singapore Citizen and his sibling(s) (listed as the co-applicant(s)/proposed occupiers) must comprise of at least one Singapore Citizen or Singapore Permanent Resident. All applicant/co-applicant(s) must be at least 21 years of age at the time of application. A single orphan applicant and all his unmarried siblings are to be listed in the same application. Also, at least one of the deceased parents was a Singapore Citizen (SC) or a Singapore Permanent Resident (SPR).

### 2.3 Citizenship

Each family nucleus must comprise of at least two Singapore Citizens or one Singapore Citizen and one Singapore Permanent Resident. The applicant must be a Singapore Citizen. The co-applicant and essential occupiers listed in the application may be Singapore Citizens or Singapore Permanent Residents.

### 2.4 Age

All applicants must be at least 21 years old at the time of application.

### 2.5 Income Ceiling

The total gross income of all persons listed in the Application Form must not exceed the respective amount(s) as stated in the table below:

For DBSS projects launched for public sale <u>before 30 Aug 2010</u>	For DBSS projects launched for public sale <u>from 30 Aug 2010 onwards</u>
\$8,000	\$10,000

### 2.6 Ownership / Interest in Property

A person is not eligible to buy a DBSS flat if he, his spouse, any occupiers listed in the Application Form or their spouses:

- (a) are the owners of any other flat, house, building or land\* or have an estate or interest therein; or
- (b) have at any time within 30 months immediately prior to the date of making an application to the Developer to buy the DBSS flat, or between the date of the application and five years from the date of taking possession of the DBSS flat, acquired, sold/disposed of any flat, house, building or land\* of which he was the owner, or divested himself of any interest therein.

*\*Includes but is not limited to HUDC flats (whether privatized or not), Executive Condominiums, properties acquired by gift, properties inherited as beneficiaries under a will or as a result of the Intestate Succession Act, private properties, commercial properties and industrial properties, as well as properties owned / acquired/ disposed through nominees regardless of whether any of these properties are located in Singapore or overseas.*

- (c) are ex-Executive Condominium owners who terminated the Sale and Purchase Agreement (whether due to ineligibility or otherwise) after they had taken possession of the Executive Condominium Units and have not satisfied a 30-month period from the date of termination of the Sale and Purchase Agreement of the Executive Condominium Units.

HDB may consider exempting persons from conditions 2.6 (a), (b) and (c) if an application is made for exemption, based on the merits of each case. The processing time required by HDB to consider the case is about 3 weeks and the applicant will need to pay a non-refundable processing fee of \$50/\$150 (whichever applicable and subject to GST) to HDB. The applicant is required to submit all the documents as required by HDB for the purpose of processing the exemption application within one week from the date of the exemption application. This is to allow HDB to process the request and confirm the applicants' eligibility to buy the DBSS flat in time for the processing of CPF Housing Grant, HDB mortgage loan (if applicable), and signing of Sale and Purchase Agreement.

*Note : For more information on request for HDB's exemption, please refer to the HDB InfoWEB at [www.hdb.gov.sg](http://www.hdb.gov.sg).*

## 2.7 Time Bar

- (a) An applicant, his spouse or essential occupier listed in the DBSS application who is an existing owner/essential occupier or previous owner of a flat bought directly from HDB, a DBSS flat or a resale flat bought under the CPF Housing Grant Scheme ("the flat"), may apply to buy a DBSS flat or be listed as an occupier of the DBSS Flat, on condition that a 5-year period (excluding the subletting of whole flat and any period of non-occupation) has lapsed from the \*date of taking possession of the flat to the date of this application for the purchase of a DBSS flat. This 5-year period also applies to ex-EC owners. (Please also refer to Clause 2.6, which is applicable for current / ex-EC owners)
- (b) A person who is divorced and his/her ex-spouse is an existing owner of a flat bought directly from HDB, a DBSS flat or a resale flat bought under the CPF Housing Grant Scheme, may apply to buy a DBSS flat or be listed as an occupier if more than 5 years have lapsed from the date the divorce is finalized to the date of the application for purchase of a DBSS flat. The divorced person may however, apply with his/her parents or new spouse or be listed as an occupier in their application to buy a DBSS flat within the 5-year period.
- (c) A person who bought an Executive Condominium Unit or DBSS flat with CPF Housing Grant and terminated the Sale and Purchase Agreement (whether due to ineligibility or otherwise) may apply to buy a DBSS flat on condition that a 5-year period has lapsed from the date of the termination of the Sale & Purchase Agreement of their earlier Executive Condominium or DBSS purchase to the date of this application for purchase of a DBSS flat.

The computation of the time bar or any time-frame, whether mentioned in this clause or otherwise in these terms and conditions or otherwise in this brochure is subject to HDB's prevailing policies, rules and regulations and all decisions made by HDB in this regard are final and conclusive.

*Note: \*In the above section, "the date of taking possession" refers to:*

- i. the date of key collection, for flats that are bought direct from HDB, or
- ii. the date of resale completion, for purchase of resale flats from the open market bought with the CPF Housing Grant, or
- iii. the date of transfer at market value of the flat bought with CPF Housing Grant, or
- iv. the date of key collection for Executive Condominium Units / DBSS flats bought from the developer,

whichever is applicable.

## 2.8 Outstanding Debts Owing to HDB

In the event there is any outstanding debt\* and/or unpaid registration deposit or such other amount\*\* as may be owed to or required by the HDB, by/from any person listed in the application form, such person shall be required to settle the amount owed with interest and pay an administrative charge to be determined at the discretion of HDB. This is to be settled in full before his application to buy a DBSS flat can be considered by the Developer.

*(\* If the applicant is an existing owner of an HDB flat or DBSS flat, "debt" does not include the existing mortgage loan granted on the HDB flat or DBSS flat.)*

*\*\* If the applicant has previously applied for an HDB flat under the Fiancé/Fiancée Scheme, the registration deposit which was previously paid for using CPF and such other sums required by HDB will have to be repaid by the applicant to the Developer in cheque or Cashier's Order issued in favour of the Housing and Development Board before the applicant and co-applicant(s) sign the Sale and Purchase Agreement for the DBSS flat.)*

## 2.9 Debarment

A person who is not eligible to buy a flat from HDB under any of the HDB's or the Government's rules, regulations or policies will not be eligible to buy a DBSS flat or be listed as an occupier in an application for a DBSS flat.

## 2.10 Ethnic Classification

The application and selection of a DBSS flat will be subject to HDB's requirements relating to ethnic classification. Each application will be classified based on the ethnicity of the head of the household regardless of whether he is listed as the main applicant, co-applicant or proposed occupier. For example, in an application consisting of a married couple, the husband will be considered the head of household and the ethnic classification of the application would be based on his ethnic group. HDB will decide on who is the head of the household based on its own criteria and its decision on this matter will be final.

## 2.11 Minimum Occupation Period (MOP) For Existing Flat

The MOP for HDB / DBSS flat is computed from the <sup>1</sup>date of taking possession of the HDB / DBSS flat. The MOP for Executive Condominium Unit is computed from date of Temporary Occupation Permit (TOP) of the Executive Condominium development.

The MOP for:

- (i) Direct-purchase HDB flats, DBSS flats and resale HDB flats bought with the CPF Housing Grant is 5 years.
- (ii) Resale HDB flats bought without the CPF Housing Grant and financed with HDB loans is \* 2.5 years or 3 years or 5 years.
- (iii) Resale HDB flats bought without the CPF Housing Grant and the owners have not taken any mortgage loan from HDB is \* 1 year or 3 years or 5 years.
- (iv) HDB flat acquired by way of transfer at market value is \* 1 year or 3 years or 5 years.
- (v) Direct-purchase HDB flats, DBSS flats or resale HDB flats bought with the CPF Housing Grant taken over by non-original occupiers through an outright transfer is the balance of the 5-year MOP, subject to a minimum of \* 2.5 years or 3 years or 5 years.
- (vi) HDB flats bought under the Selective En-bloc Redevelopment Scheme (SERS) is 7 years from the date of selection of the replacement flat (provided the applicant has taken possession of the replacement flat) or 5 years from the <sup>1</sup>date of taking possession of the replacement flat, whichever is earlier.
- (vii) Executive Condominium Unit bought from the Developer is 5 years.

<sup>2</sup>Flat Owners (and their spouses) must have physically occupied the flat for a period of at least 5 years (excluding the subletting of whole flat and any period of non-occupation) at the time of the application for a DBSS flat. This 5-year occupation period is computed from the <sup>1</sup>date of taking possession of the flat to the date of application for a DBSS flat.

Owners (and their spouses) of a resale flat or a flat transferred at market value must have physically occupied the flat for a period of at least \*1 year, 2.5 years, 3 years or 5 years (whichever MOP is applicable) computed from the <sup>1</sup>date of taking possession of the flat to the estimated date of obtaining the Temporary Occupation Permit for the DBSS development as determined/estimated by the Developer (excluding the subletting of whole flat and any period of non-occupation) before they can take possession of the DBSS flat. If they wish to apply for a DBSS flat where the Temporary Occupation Permit for the DBSS development has already been issued, they must have met the relevant MOP at the time of the application.

\* The MOP is:

- (a) 2.5 years or 1 year for applications received by HDB before 5 Mar 2010; or
- (b) 3 years for applications received by HDB from 5 Mar 2010 to 29 Aug 2010; or
- (c) 5 years for applications received by HDB from 30 Aug 2010 onwards.

Footnote:

<sup>1</sup>The date of taking possession refers to :

- i. the date of key collection, for flats that are bought direct from HDB, or
- ii. the date of resale completion, for purchase of resale flats from the open market, or
- iii. the date of transfer at market value of the flat, or
- iv. the date of key collection for Executive Condominium Units / DBSS flats bought from the Developer,

whichever is applicable.

<sup>2</sup>This flat refers to a flat bought direct from HDB, a DBSS flat, an Executive Condominium Unit, a resale flat bought from the open market with the CPF Housing Grant or a resale flat bought from the open market with re-housing benefits under the Selective En-Bloc Redevelopment Scheme ("SERS").

The HDB shall have the absolute discretion to determine whether the applicant, co-applicant(s) and the occupiers and their spouses satisfy the MOP.

### PART 3: OTHER ELIGIBILITY CONDITIONS

3.1 If the applicant or co-applicant(s) or any of the occupier(s) and their spouses fall within any of the following situations as shown in Table 1 below which will result in them being ineligible to buy another \* flat, they will similarly be ineligible to buy a DBSS flat.

**Table 1**

1st Flat	2nd Flat	Next Flat
(a) HDB flat	<ul style="list-style-type: none"> <li>• HDB flat with payment of Resale Levy</li> <li>• DBSS flat without payment of Resale Levy</li> <li>• Executive Condominium without payment of Resale Levy</li> </ul>	<p>*No longer eligible to buy:</p> <ul style="list-style-type: none"> <li>• a flat direct from HDB,</li> <li>• a resale flat with CPF Housing Grant,</li> <li>• a DBSS flat or</li> <li>• an Executive Condominium unit</li> </ul>
(b) Resale flat with CPF Housing Grant		
(c) Executive Condominium with CPF Housing Grant / DBSS flat with CPF Housing Grant		
(d) Executive Condominium without CPF Housing Grant / DBSS flat without CPF Housing Grant	<ul style="list-style-type: none"> <li>• HDB flat without payment of Resale Levy</li> <li>• DBSS flat with CPF Housing Grant</li> <li>• Executive Condominium with CPF Housing Grant</li> <li>• Resale flat with CPF Housing Grant</li> </ul>	

*Note: Ex-SERS lessees who have enjoyed two housing subsidies (includes the sale of SERS rehousing benefits) or Ex-HUDC lessees whose HUDC units are privatised and have previously enjoyed a housing subsidy, will also not be eligible for the housing options \* in the table above.*

3.2 Each family nucleus and/or any person listed in the application form is allowed to book only one flat at any one point in time. If the applicant/co-applicant has booked a DBSS flat, he and/or any person listed in the application form is not allowed to make a separate application to rent, purchase or take over the ownership of an HDB flat/DBSS flat/Executive Condominium. If the applicant/co-applicant wishes to buy a DBSS flat in another DBSS project, an Executive Condominium unit or buy another flat from HDB, they will have to first inform the DBSS Developer in writing that they do not wish to exercise the Option to Purchase for the DBSS flat. Applicants who make multiple bookings for DBSS flats, HDB flats or Executive Condominium Units will be disqualified. In the event an applicant has booked more than one DBSS flat or has booked one DBSS flat and one HDB flat/Executive Condominium at the same time, all his bookings and applications will be cancelled with financial forfeiture.

3.3 The applicant, co-applicant and other essential occupiers have to maintain their eligibility to buy the DBSS flat throughout the period of ownership of the DBSS flat. For example, they must remain in occupation of the DBSS flat and their names are not allowed to be deleted from the DBSS flat within the minimum occupation period (MOP). The MOP for the DBSS flat is 5 years and it commences from the date of taking possession of the DBSS flat (excluding the subletting of whole flat and any period of non-occupation).

3.4 The Developer shall have the right to reject/cancel any application or delete any person's name from the application without assigning any reason whatsoever. Without prejudice to the generality of the aforesaid right, the application shall be cancelled if the HDB and/or the Developer deem(s) that the applicant is not eligible to apply for a DBSS flat or becomes ineligible to retain his application under the provisions contained in the Housing and Development Act (Cap 129) and / or the prevailing policies, rules and regulations in force from time to time.

## PART 4: PRIORITY SCHEMES

### 4.1 Important Notes

Applicants may wish to apply for a DBSS flat under one of the following Priority Schemes, i.e. the Third Child Priority Scheme or the Married Child Priority Scheme. Each applicant is allowed to apply for a DBSS flat under only one of the Priority Schemes in accordance with the HDB's prevailing policies.

Applicants requesting for priority must indicate their interest under "Request for Third Child Priority Scheme" or "Request for Married Child Priority Scheme" of the Application Form. If the applicants do not meet the eligibility criteria under the respective priority scheme applied for, their application will automatically be processed under the Public Scheme.

If the applicant breaches any of the conditions for the Priority Schemes or makes any false declaration / misrepresentation under any of these Schemes for the purchase of a DBSS flat under these Schemes, such as to render him ineligible to purchase/continue with the purchase of the DBSS flat, the Sale and Purchase Agreement will be terminated. Upon termination of the Sale & Purchase Agreement, the Developer will be entitled to impose a forfeiture equivalent to 20% of the DBSS flat's purchase price. HDB also reserves the right to take such action as it may be entitled to under the Housing and Development Act (Cap 129) and its relevant Rules and Regulations, including but not limited to compulsorily acquiring the flat.

### 4.2 Third Child Priority Scheme

- (a) Each family must have at least 3 children (natural offspring from lawful marriages) and comply with the following conditions:
  - (i) The third child must be a Singapore Citizen born on or after 1 Jan 1987, and the other children must be Singapore Citizens or Singapore Permanent Residents. All the children qualifying for the Scheme must be listed in the application; and
  - (ii) Both parents must be Singapore Citizens, or if only one parent is a Singapore Citizen, the other must be a Singapore Permanent Resident. Where one of the parents is deceased, the remaining parent must be a Singapore Citizen.
- (b) Each family is only allowed to enjoy the benefit of the Third Child Priority Scheme to buy an HDB or DBSS flat once.
- (c) Birth Certificates (photocopies) of the children must be submitted together with the application.

### 4.3 \*Married Child Priority Scheme

Priority may be given to married applicants upon request, if they meet any of the following criteria:

- (a) They are applying for a DBSS flat located in the same town as their parents or married child, who are lessees, tenants, occupiers of an HDB flat; or
- (b) Their parents' or married child's existing housing block is within 2 km from the nearest block offered in the DBSS development applied for; or
- (c) Their parents or married child own and occupy private property that is located in the same town or within 2 km from the nearest block offered in the DBSS development applied for; or
- (d) Their parents or married child will be living with them in the DBSS flat to be purchased and will be included in the application.

*\*Applicants under the Fiancé/Fiancée Scheme can also request for their application to be processed under this Scheme if they are applying to live near/with their parents.*

Parents/married child(ren) who are non-citizens or who are on social visit pass/visa to Singapore are not eligible for the Scheme.

Applicants under 4.3(a) to 4.3(d) must ensure that their parents or married child continue to reside in the same flat/property or same town for a period of 5 years from the date of taking possession of the new DBSS flat. They are not allowed to move to another HDB flat/property outside the existing town within the 5-year occupation period.

For the purpose of determining whether the applicant meets the above criteria, HDB will rely solely on its records or the records of other relevant authorities as it deems fit. HDB reserves the right to reject as evidence, any form of private tenancy agreements or contracts made by or with the applicant's parents/married child and any other party, including receipts for rents paid by the applicant's parents/married child.

## **PART 5: QUOTA FOR FIRST-TIMERS**

5.1 First-Timer applicants will be allocated more units of the DBSS flat supply for application during the initial launch period determined by HDB, subject to the prevailing Ethnic Integration Policy quota on the flats available for selection to the various ethnic groups.

To be considered as a First-Timer application, the applicant, co-applicants, essential occupiers and their spouses for the purchase of a DBSS flat must not:

- (a) be the owners of a flat bought direct from HDB, a DBSS flat or an Executive Condominium Unit bought from the Developer; or
- (b) have sold a flat bought direct from HDB, a DBSS flat or an Executive Condominium Unit bought from the Developer; or
- (c) have received the CPF Housing Grant for their purchase of an HDB resale flat; or
- (d) have transferred at market value a flat bought direct from HDB or an HDB resale flat bought under the CPF Housing Grant Scheme; or
- (e) have ever enjoyed other forms of housing subsidy such as enjoyed SERS benefits or privatisation of HUDC estate

## **PART 6: GRASSROOTS ORGANISATION SCHEME (“GRO”)**

6.1 If an applicant is applying for a DBSS flat under the Grassroots Organisation Scheme (“GRO”), he must remain in continuous service with the Grassroots Organisation right up to the point when he takes possession of the DBSS flat.

### **6.2 Before taking possession**

The applicant must produce to the Developer for verification, at the time when he takes possession of the DBSS flat, a written confirmation from the Advisor of his Grassroots Organisation or such other proof acceptable to the Developer and/or HDB confirming his continuous service with the Grassroots Organisation.

## **PART 7: SELECTION OF A DBSS FLAT**

### **7.1 Mode of Sale**

The mode of sale of a DBSS flat to eligible applicants is determined by the Developer.

### **7.2 Application and Selection of a DBSS flat**

- (a) Any person interested in applying for a DBSS flat is required to submit the completed application form, and to indicate their request for priority under the various priority schemes such as the Third Child Priority or the Married Child Priority Schemes. He is also required to submit the Application for CPF Housing Grant Form, including request for the Additional CPF Housing Grant (if applicable) together with the originals and copies of all documents required by the Developer and/or HDB. Please also refer to clause 1.2 of the Application Procedures at page 4 of this brochure.
- (b) Where the Developer launches the DBSS development by way of a Balloting method, the application must be submitted before the closing date as stipulated by the Developer. Under the Balloting method, the Developer will conduct a ballot to shortlist applicants. Applicants will be notified by the Developer. The shortlisted applicants will be invited to select a DBSS flat based on their balloted queue positions in the balloting exercise.
- (c) If the Developer launches the DBSS development by way of a Walk-in Selection method, the applicant may submit an application and proceed to select a DBSS flat if the applicant and all persons listed in the application form satisfy the basic eligibility criteria to buy a DBSS flat as assessed by the Developer. The selection will be done on a first-come-first-served basis.
- (d) Upon selection of a DBSS flat, the applicant is required to pay a booking fee equivalent to 5% of the purchase price of the DBSS flat by way of cash, cheque or Cashier's Order made payable to the Developer in exchange for an Option to Purchase.

### **7.3 Listing of Essential Occupiers**

Any person listed as an essential occupier in the application for the purchase of a DBSS flat must continue to be listed in the application and stay in the DBSS flat during the 5-year minimum occupation period. An essential occupier is defined as a person whose inclusion as an occupier in the application helps to form the family nucleus and/or meet other eligibility conditions such as the citizenship condition as required by the HDB for the applicant to qualify for a DBSS flat.

#### Essential occupiers in existing HDB flat or DBSS flat

Essential occupiers in an existing HDB flat or DBSS flat are owners/occupiers of an existing HDB flat or DBSS flat who are essential to the formation of a family nucleus for the existing HDB flat or DBSS flat. If the deletion of their names from the existing HDB flat or DBSS flat will result in the remaining owners being unable to retain the said flat, such essential occupiers may purchase or be included in a DBSS application only if another person can be included as an owner/occupier of the existing HDB flat or DBSS flat to form a family nucleus with the remaining owner(s), OR if the remaining owner is also included in the DBSS application, the existing HDB flat or DBSS flat must be disposed off within 6 months from the date of taking possession of the new DBSS flat.

#### 7.4 **Change of Applicant / Occupier**

Any request for change or withdrawal of applicants / occupiers listed in the application is subject to HDB's approval. If HDB finds the existing applicants/occupiers ineligible to continue with the application, the Developer will cancel the application and the legal consequences as set out in the Option to Purchase/Sale and Purchase Agreement will apply.

### **PART 8: SIGNING SALE AND PURCHASE AGREEMENT**

- (a) The applicant/co-applicant(s) will be required to sign the Sale and Purchase Agreement with the Developer within four weeks from the date the title deeds and the Sale and Purchase Agreement for the DBSS flat have been delivered to them or their solicitors in accordance with the requirements set out in the Option to Purchase.
- (b) Generally, applicant/co-applicant(s) are required to pay the balance of the downpayment for the DBSS flat on the date the Option is exercised or within nine weeks from the date of the Option to Purchase, whichever is the later. Applicant/co-applicant(s) who have applied for the CPF Housing Grant and are eligible for the said CPF Housing Grant may use the CPF Housing Grant to pay the balance downpayment.

### **PART 9: TAKING POSSESSION OF NEW DBSS FLAT**

Upon obtaining the Temporary Occupation Permit (TOP) in respect of the DBSS development, the Developer will invite the buyers to take possession of their respective DBSS flats.

#### 9.1 **Disposal of Existing Flat**

- (a) Applicants or occupiers listed in the application for purchase of a DBSS flat who are owners of an existing HDB/DBSS flat, must dispose or relinquish ownership of the existing HDB/DBSS flat within 6 months from the date of taking possession of the new DBSS flat or such other period as may be stipulated by the HDB in writing.

Without prejudice to such other action as may be available, if the applicants or occupiers do not comply with the above condition, HDB may exercise its right under the Housing & Development Act (Cap 129) to compulsorily acquire the existing HDB/DBSS flat or the DBSS flat. The compensation payable for the compulsory acquisition shall be solely determined by the HDB and shall be subject to the discharge of the outstanding mortgage loan, deduction of arrears, all other charges and administrative fee (if any) owing to the HDB.

- (b) Applicants or occupiers listed in the application for purchase of a DBSS flat who do not qualify to resell their existing HDB/DBSS flat to their own buyer as they have not owned or physically occupied the existing HDB/DBSS flat for the requisite minimum occupation period, are required to surrender the existing HDB/DBSS flat to HDB within 6 months from the date of taking possession of the new DBSS flat or such other period as may be stipulated by the HDB in writing.

If the applicants or occupiers do not surrender the existing HDB/DBSS flat within the period stipulated herein or such extended time as HDB may in its sole discretion grant, without prejudice to such other action as may be available, HDB may exercise its right under the Housing & Development Act (Cap 129) to compulsorily acquire the existing HDB/DBSS flat or the DBSS flat and the applicants or occupiers shall be given a compensation solely determined by the HDB, less the outstanding mortgage loan, deduction of arrears, all other charges and administrative fee (if any) payable by them to the HDB.

- (c) Applicants or occupiers who are existing tenants of an HDB rental flat must terminate the tenancy and surrender vacant possession of the rental HDB flat to HDB within 4 months from the date of taking possession of the DBSS flat.

#### 9.2 **Renovation of DBSS flats**

- (a) The purchasers must comply with HDB's renovation guidelines and authorize an HDB registered renovation contractor to apply for a renovation permit from HDB on their behalf before carrying out any renovation works that require HDB's prior approval.
- (b) The purchasers are required to seek the Developer's consent for any proposed renovation works so long as the Certificate of Statutory Completion (CSC) for the development and the Lease for the DBSS flat has not been issued.

### 9.3 Rectification of Defects

- (a) The purchaser shall give written notice to the Developer directly of:
- (i) any defects discovered within the Defects Liability Period;
  - (ii) defects relating to water seepage through external walls, ceiling leakage and spalling concrete within the period of the Extended Warranties [i.e. the five-year warranty against water seepage through external walls and ceiling leakage and the ten-year warranty against spalling concrete]; and
  - (iii) any inherent/latent defects which become apparent before or after the expiry of the Defects Liability Period and the Extended Warranties.
- (b) Upon receipt of the notice from the purchaser, the Developer shall carry out a proper investigation and rectify the defects.

## PART 10: TREATMENT OF HDB FLAT APPLICANTS WHO BOOK DBSS FLATS

- 10.1 \*HDB flat applicants who have yet to select an HDB flat may purchase a DBSS flat. Their HDB flat applications will be cancelled by HDB after they have booked a DBSS flat. Upon the cancellation of the HDB flat application, the administrative fees paid for the HDB flat will be forfeited.
- 10.2 Applicants who have earlier booked an HDB flat, a DBSS flat or an Executive Condominium unit are not eligible to book another DBSS flat. They are required to cancel their earlier HDB, DBSS or Executive Condominium application before they can book a DBSS flat.
- (\*HDB flat applicants referred to in clause 10 refer to applicants of direct-purchase HDB flats.)*

## PART 11: USE OF CENTRAL PROVIDENT FUND ("CPF") MONIES FOR THE PURCHASE OF A DBSS FLAT

### 11.1 Use of CPF Monies

- (a) Only the applicant and co-applicant(s) may use their CPF monies for the purchase of a DBSS flat. The occupiers listed in the application are not allowed to use their CPF monies for the purchase.
- (b) The initial 5% booking fee paid in cash will form the minimum cash payment when the applicants exercise the Option to Purchase. From 30 Aug 2010 onwards, for those taking bank loans and have one or more outstanding housing loans at the time of applying for the bank loan, the minimum cash payment required is 10% of the purchase price. The remaining downpayment can be paid from CPF funds. The CPF Housing Grant, if applicable, forms part of the CPF monies and may be used to pay the balance downpayment. The CPF Housing Grant has to be used first before any withdrawal of CPF from the applicant's/co-applicant's Ordinary Account. Legal fees and stamp duties may be paid using cash, or CPF monies.
- (c) The use of CPF monies for the purchase of the DBSS flat shall be governed by the Central Provident Fund Act and its relevant Rules and Regulations as well as the prevailing policies and terms and conditions that the CPF Board or the relevant authority may impose from time to time in relation to the purchase of properties under the Public Housing Scheme or such other applicable CPF Board's schemes. The CPF Housing Grant will be treated as part of the CPF funds of the purchaser and will be included in the computation of the CPF withdrawal limit. The limit is pegged at 120% of the property value. For more details, please enquire with the CPF Board directly.
- (d) Applicant/co-applicant(s) who are using the CPF Housing Grant and/or CPF monies for the purchase of a DBSS flat are also required to submit the CPF withdrawal form to CPF Board immediately upon their booking of a DBSS flat.

## PART 12: OTHER GENERAL CONDITIONS

- 12.1 Subject to Section 65R of the Housing and Development Act (Cap 129), all decisions made by the Developer and/or HDB shall be final and conclusive and shall not be called into question by the applicants.
- 12.2 The Application Procedures and Terms and Conditions relating to the purchase of a DBSS flat (In Centrale 8 at Tampines and developed by Sim Lian (Tampines Central) Pte Ltd) are current at the time of printing and are subject to the provisions contained in the Housing and Development Act (Cap 129) and its relevant Regulations, HDB's prevailing policies applicable to DBSS as well as under its Homeownership Scheme (so far as relevant to DBSS), as well as such other directions or instructions as may be issued by HDB from time to time. The HDB, the Developer (with HDB's consent) and/or the relevant authorities (with HDB's consent) reserve the right to add, delete and/or vary the said application procedures and terms and conditions at any time as they deem fit without giving any prior notice.
- 12.3 Words importing the singular number or the masculine gender herein shall include the plural number or the feminine gender where applicable.