

2. 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

- (a) 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 first qualify in **all aspects** to buy 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;
- (d) Applicant and fiancé/fiancée (please see paragraph 2.3);
- (e) Orphaned applicant and his single siblings; (to submit copies of Death Certificates of parents for verification) (please see paragraph 2.4); or
- (f) Such other categories as HDB in its absolute discretion may deem a proper family nucleus.

2.3 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 married couple who buys a DBSS flat under the Public Scheme with the CPF Housing Grant and who subsequently annul their marriage, or for a couple who buys the DBSS flat under the Fiancé/Fiancée Scheme with the CPF Housing Grant and is then unable to produce the marriage certificate within the deadline set out above as required under the Fiancé/Fiancée Scheme:
- (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 by them to the Government (hereinafter referred to as "the debt"). 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.

2.3 Fiancé/Fiancée Scheme (cont'd)

- (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 period of non-occupation e.g. subletting of whole flat.
 - (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 the 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.

2.4 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.

2.5 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.

2.6 Age

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

2.7 Income Ceiling

The total gross income of all persons listed in the Application Form must not exceed \$8,000/- per month at the time of application.

2.8 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.

2.8 Ownership / Interest in Property (cont'd)

HDB may consider exempting persons from conditions 2.8 (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.

2.9 Time Bar

- (a) An applicant, his spouse or essential occupier listed in the DBSS application who is an existing owner 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 on condition that a 5-year period (excluding any period of non-occupation e.g. subletting of the whole flat) 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.
- (b) Any person currently listed as an essential occupier of an existing HDB flat bought directly from HDB, a DBSS flat or a resale flat bought under the CPF Housing Grant Scheme ("existing flat") may apply to buy a DBSS flat or be listed as an occupier of the DBSS flat only if he has stayed in the existing flat for 5 years from the *date of taking possession of the existing flat to the date of this application for purchase of the DBSS flat.
- (c) A person who is divorced 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.
- (d) 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.*

PART 3: OTHER ELIGIBILITY CONDITIONS

3.1 Non-Deletion of Essential Occupier

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.

3.2 Change of Applicant / Occupier

Any request for change or deletion 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.

3.3 Outstanding Debts Owing to the 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.)

3.4 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.

3.5 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.

3.6 *Minimum Occupation Period (MOP) For Existing Flat

¹Flat Owners (and their spouses) must have physically occupied the flat for a period of at least 5 years (excluding period(s) of non-occupation e.g. subletting of the whole flat) at the time of the application for a DBSS flat. This 5-year occupation period is computed from the ²date 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 resale flat for a period of at least one year, or two and a half years (whichever *MOP is applicable) computed from the ²date of taking possession of the resale flat to the estimated date of obtaining the Temporary Occupation Permit for the DBSS development as determined/estimated by the Developer (excluding period(s) of non-occupation e.g. subletting of the whole flat) 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 *Minimum Occupation Period (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 2½ years.
- (iii) Resale HDB flats bought without the CPF Housing Grant and the owners have not taken any mortgage loan from HDB or have taken a market rate loan from HDB and have since redeemed/refinanced their loan with the banks is 1 year.
- (iv) HDB flat acquired by way of transfer at market value is 1 year.
- (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 2½ 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 ²date of taking possession of the replacement flat, whichever is earlier.
- (vii) Executive Condominium Unit bought from the developer is 5 years.

Note: *The MOP is computed from the date of taking possession of the HDB flat. The MOP for Executive Condominium Unit is computed from date of Temporary Occupation Permit (TOP) of the Executive Condominium development.

Footnote:

¹ 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").

3.6 *Minimum Occupation Period (MOP) For Existing Flat (cont'd)

- ² 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.

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

- 3.7** 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 I below which will result in them being ineligible to buy another * flat, they will similarly be ineligible to buy a DBSS flat.

Table I

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

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.*

- 3.8** 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.
- 3.9** 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 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 (and it excludes any period of non-occupation e.g. subletting of the whole DBSS flat).
- 3.10** 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 its relevant Regulations, all prevailing policies applicable to DBSS, all prevailing policies applicable to buy an HDB flat under its Homeownership Scheme (so far as relevant to DBSS) as well as such other directions or instructions as may be issued by the HDB from time to time, and the consequences as set out in the Option to Purchase/Sale and Purchase Agreement and the Housing and Development Act together with its relevant Rules and Regulations will apply.

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 Married Child Priority Scheme” or “Request for Third 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: PRIORITY FOR FIRST-TIMERS

- 5.1** First-Timer applicants will be given a higher quota 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 confirming his continuous service with the Grassroots Organisation.

PART 7: SELECTION OF A DBSS FLAT

7.1 Mode of Sale

- (a) 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, indicate their request for priority under the various priority schemes such as Third Child Priority and 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/HDB. Please also refer to clause 1.2 of the Application Procedures at page 2 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 (via post). 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/Cashier’s Order or cheque made payable to the Developer in exchange for an Option to Purchase.
- (e) Detailed eligibility checks on the eligibility of the applicant and all persons listed in the application form will be conducted subsequently by HDB. If any applicant or any person listed in the application form is at this stage assessed as being not eligible to buy a DBSS flat, the Option to Purchase will be null and void and the developer will refund the booking fee in full without interest in such instances.

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) 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 apply for a renovation permit from HDB before carrying out any renovation works. The salient renovation guidelines relating to DBSS flats are included in the Information leaflet on Guidelines On Renovation Works.
- (b) The purchasers are required to seek 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. ten-year warranty against spalling concrete and a five-year warranty against ceiling leakage and wall leakage from external wall]; 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. 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. The CPF Housing Grant will be treated as part of the CPF funds of the buyer.
- (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 Parc Lumiere and developed by Sim Lian (Simei) 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.

