

GENERAL CONDITIONS FOR PURCHASE OF A FLAT UNDER DEC 2023 BUILD-TO-ORDER (BTO) EXERCISE

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1. APPLICATION CONDITIONS AND PROCEDURES

- 1.1 Submission of Application Form
 - (i) You must have a valid HDB Flat Eligibility (HFE) Letter before you can submit an application to buy a flat from HDB. A non-refundable administrative fee of \$10 is payable by credit card (MasterCard / Visa only) or by scanning the PayNow QR code using your mobile banking app. For application of a Community Care Apartment, all applicants will have to subscribe and pay for

- a Basic Service Package under the Basic Service Package Agreement to be signed between the applicants and the service operator appointed by MOH (see Clause 2.4)
- (ii) You and the family member(s) as stated in the HFE Letter and the application to buy a flat from HDB must be the same. In the event of any difference or change in the applicant(s) and/or family member(s), HDB may require you to obtain a fresh HFE Letter, reject the flat application, or take whatever action that HDB may decide in order to process the flat application.
- (iii) You and any family member listed in the application can only submit one application under this exercise. If the applicant or any member listed in the application is listed in more than one application, all the applications will be disqualified.
- (iv) You can only apply for <u>one</u> town/estate and flat category (except for application for Open Booking of flat where applicants are not required to indicate the town/estate and flat category).
- (v) If you have earlier booked a flat from HDB or an Executive Condominium (EC) unit from a developer but wish to participate in this exercise, you will have to cancel your booking first, before submitting a new application under this exercise (subject to current eligibility conditions) with a valid HFE letter. The usual forfeiture for such cancellation will apply and the applicants and the essential occupiers will not be eligible to apply for another flat from HDB within one year after cancellation of booking of the flat.
- (vi) Under the Build-To-Order (BTO) and Sale of Balance Flats (SBF) exercises, all applicants who have a chance to book a flat based on their balloted queue position will be deemed successful in their flat application. They will incur a non-selection of flat count if they choose not to proceed when given a chance to book a flat based on their balloted queue position. For those with 10 or fewer BTO flats to choose from, or 5 or fewer SBF flats to choose from, HDB will waive the non-selection count. Their additional ballot chances accumulated from past unsuccessful flat application attempts, if any, will continue to be reset to zero.
- (vii) Any request for cancellation of flat application must be submitted and received by HDB within the application period. If the cancellation request is received after the application period, it will still be included in the computer ballot and be assigned a queue position, where applicable. If the applicant is shortlisted within 100% of the flat supply, he will not be eligible to participate in subsequent sales launches until after his flat booking appointment and will be treated as having one successful application with a non-selection count. Any ongoing flat application(s) will also be cancelled.
- (viii) For applications for a Community Care Apartment, by proceeding with the application, you are consenting, for yourself and on behalf of all person(s)

listed in the application, the sharing of the (a) personal data of all person(s) listed in the application and (b) application details (including information submitted for the assessment of priority flat allocation) among HDB, MOH and any service provider engaged by MOH for the purpose of processing the flat application, and planning and administering the programs, activities and services at the Community Care Apartments. Where you provide or are providing consent on behalf of another individual listed in the application, you represent and warrant that you have the valid authority and consent to provide the same. For the avoidance of doubt, consent herein extends to allowing any service provider appointed by MOH to contact you and all person(s) listed in the application for purposes stated herein.

- 1.2 Points to note for First-timers and First-Timer (Parents and Married Couples) [FT(PMC)] households (Not applicable to Open Booking of flats)
 - (a) An applicant/household is considered a *First-timer applicant/household (and all others considered Second-timer applicants/households) if the applicant(s) and all other essential family members listed in the Application Form:
 - (i) are currently not owner(s) of a flat bought direct from HDB, a Design, Build & Sell Scheme (DBSS) flat or an Executive Condominium (EC) unit bought from a developer; or
 - (ii) have not sold a flat bought direct from HDB, a Design, Build & Sell Scheme (DBSS) flat or an Executive Condominium (EC) unit bought from a developer; or
 - (iii) have not transferred a flat bought direct from HDB or an HDB resale flat bought under the CPF Housing Grant Scheme; or
 - (iv) have never been a recipient of any CPF Housing Grant for the purchase of an HDB resale flat or a Design, Build & Sell Scheme (DBSS) flat or an Executive Condominium (EC) unit bought from the developer; or
 - (v) have not sold any HDB flat with re-housing benefits under the Selective En Bloc Redevelopment Scheme (SERS); or
 - (vi) have not ever enjoyed other forms of housing subsidy such as SERS benefits or privatisation of HUDC estate, nor purchased a flat under the Sale of Flats to Sitting Tenants Scheme.
 - * For married or fiancé-fiancée couples where one party is a First-timer and the other party is a Second-timer, HDB will exercise flexibility to treat these couples as First-timer households in the balloting process and under the priority schemes. These couples will enjoy the same First-timer privileges listed under 1.2(d) if the couples comprise two Singapore citizens or one Singapore citizen and one Singapore Permanent Resident. They are similarly subject to the terms mentioned in 1.2(b), 1.2(c) and 1.2(d).

The above is not applicable for couples who had remarried or are remarrying each other after their divorce.

- (b) A household is considered an FT(PMC) household if the family:
 - (i) consists of a couple with at least one Singapore citizen child aged 18 and below, or a married couple aged 40 and below; and

- (ii) never owned or had an interest or sold a residential property before; and
- (iii) has not had a chance to book a BTO/SBF flat in the past five years prior to their current flat application.

FT(PMC) households will receive an additional ballot chance on top of the two ballot chances for first-timer families and enjoy higher priority in BTO and SBF exercises.

- (c) First-timer families, including FT(PMC) households, will be given more chances over the Second-timer families in the balloting, subject to the prevailing policy on ethnic limits and quota of flats available for booking.
- (d) First-timer families, including FT(PMC) households, who have a chance to book a flat based on their balloted queue number will be deemed successful in their flat application and all the additional chances accumulated from previous unsuccessful applications, if any, are considered to have been used up. This treatment will also be applicable to towns where HDB has grouped certain flat-types together for offer under the same Flat Application Category, e.g. 5-room and Executive Flats. First-timer applicants who do not book a flat after one (1) successful application will not be able to enjoy the privileges given to First-timers for a period of one year, when they participate in subsequent sales exercises.

During the one-year period, if the First-timer family, including FT(PMC), continues to turn down another chance to book a flat, he/she will continue to have the First-timer privileges removed for a further period of one year.

- (e) First-timer families whose First-timer privileges are removed as mentioned in 1.2 (d) above, will not enjoy the following when they apply for a flat in any HDB sales exercise within the said period (including the extended period mentioned in 1.2(d)):
 - (i) 2 chances in the computer ballot;
 - (ii) Additional chances for subsequent applications if the First-timer families do not have a chance to book a flat in 2 BTO attempts in the non-mature estates;
 - (iii) Higher proportion of flats set aside for First-timer families who apply under the Married Child Priority Scheme;
 - (iv) Parenthood Priority Scheme (Please see clause 1.3 for more information on the Family and Parenthood Priority Scheme.)

Note:

Clause 1.2c to 1.2e does not apply to short lease 2-room Flexi flat and Community Care Apartment First-timer families who have an interest in private property, locally and overseas, (including those who have disposed of one within 30 months before the date of HFE application).

1.3 Applications under the Family and Parenthood Priority Scheme (Not applicable to Open Booking of flats and application for Community Care Apartment)

(For First-timer households only)

To qualify for the Family and Parenthood Priority Scheme (FPPS):

- (a) (i) The applicant and the spouse must be first-timer buyers.
 - (ii) A Singapore citizen child (natural offspring from legal marriages or legally adopted) who is below 19 years old at the time of HFE application; or
 - (iii) An expectant mother who will be delivering a Singapore citizen child and declare the particulars of the expectant mother and expected date of delivery in the Application Form.

[Note: During the flat selection, the expectant mother who applies under the FPPS will have to provide (i) a doctor's certification of the pregnancy and undertake to provide the citizen child's birth certificate within six months from delivery or (ii) provide the birth certificate of the citizen child (if the child is already delivered before the flat selection appointment) before she can proceed to book a unit.]

- (b) Applicants and occupiers listed in the Application Form must form a family nucleus; and
- (c) Applicants and occupiers listed in the Application Form must meet all other eligibility conditions in buying an HDB flat.
- (d) Under the FPPS, HDB will set aside up to 40% of the total BTO flat supply, or 60% of the total Sale of Balance Flats flat supply for public applicants.
- (e) FT(PMC)s will be accorded first priority under FPPS if they apply for 4-room or smaller BTO flats in the non-mature estates (NMEs).
- 1.4 Points to note for Second-timer Applicants, households who have taken two housing subsidies and private property owners (not applicable to Open Booking of flats)
 - (a) If the applicant(s) have a chance to book a flat based on their balloted queue number, we will treat this as one successful application.
 - (b) If the applicant(s) do not book a flat after one (1) successful attempt, the household will not be allowed to participate in any HDB sales exercises, for a period of one year. Applicants under the Singles Schemes will not be allowed to participate in subsequent sales exercises for a period of one year under the Single Singapore Citizen Scheme, Joint Singles Scheme and Non-Citizen Spouse Scheme.

The terms mentioned in 1.4 (a) and (b) will apply to the following households:

- (i) where the applicant(s) and the other essential family members have taken one or two housing subsidies.
- (ii) applicant(s) or any person listed in the Application Form or their spouse(s) have an interest in private property, locally or overseas, (including those who have disposed of one within 30 months before the date of HFE application).

1.5 Waiver of non-selection count

An applicant's non-selection count will be waived if there are 10 or fewer BTO flats to choose from; or 5 or fewer Sale of Balance Flats to choose from when they are invited to book their flats.

1.6 Submission of subsequent applications

- (a) BTO/ SBF applicants who have received a queue position that is within 100% of the flat supply will not be eligible to apply for a flat in subsequent BTO/ SBF exercises until after their flat booking appointment.
- (b) Upon incurring a non-selection count in a BTO/SBF exercise, HDB will cancel any existing applications made by the same applicant for BTO/SBF exercises from Oct 2023 onwards.

1.7 Points to note for buying an HDB flat with a Co-applicant

If you and your parent/child buy a flat together and subsequently, one owner wishes to relinquish his/her interest in the flat, the remaining owners will need to meet an eligibility scheme and has the financial means to complete the following in order to retain the flat:

- (a) Discharge the outstanding mortgage loan (if any);
- (b) Pay cash consideration (if any) to the outgoing owner;
- (c) Refund the CPF savings used (including accrued interest) to the outgoing owner: and
- (d) Pay the fees involved in the transaction.

1.8 Correspondence Address of Applicants

If the correspondence address you have provided in the flat Application Form is not the residential address on your NRIC or MyInfo profile, and you wish to change it subsequently, please access e-Service in MyHDBPage via My Flat > Application Status > New Flat > "Change of Contact Information for Sales Application".

1.9 Changes in Flat Application

The applicant is required to notify HDB of any changes in the information provided in the HFE letter/ Application Form and/or of any changes affecting the eligibility to buy an HDB.

1.10 Payment for flat

a) Applicant(s) who have applied for a flat, will need to make the following payments:

Point of Payment	Item(s) payable		
(i) During flat Selection	Option Fee of from \$500 to \$2,000 (based on the type of flat selected), before HDB grants an Option to Purchase		
(ii) Before Signing Agreement for Lease	Downpayment, related stamp duty and conveyancing fees to the appointed solicitor before the expiry of the Option		
(iii) Before taking possession of flat	Resale levy (for second-timer applicants) Balance purchase price, related stamp duty and conveyancing fees to the appointed solicitor		

- b) HDB will notify the applicants via SMS/email when the payments are due. Payments will be via the payment modes specified by HDB in the SMS/ email notification.
- c) If full payment is not received when due (eg. before the appointment to take possession of flat), HDB reserves the right to cancel the reserved appointment.
- d) With the cancellation of the appointment by HDB, HDB will refund the monies received without accrued interest. For any cash payment received, HDB will make the refund to the applicants via Interbank GIRO based on the proportion and bank account details provided by applicants. For any CPF payment received, HDB will make the refund to the applicants' respective CPF account.

1.11 Application Outcome

The information furnished in the HDB Flat Portal/ Approved HFE letter is based on the data and information provided by the flat applicants and may be subject to change if there is any new data or information or new policies which affect their eligibility to proceed with their flat application.

2 FLATS SOLD ON SHORT LEASE

2.1 Community Care Apartment

The Community Care Apartment (CCA) comes with the following features:

(a) Short leases ranging from 15 to 35 years in 5-year increments

If all applicants and their spouses are at least 65 years old at the time of HFE application, they can choose to buy the flat on a short lease ranging from 15 to 35 years in 5-year increments. The allowable lease period will be based on the age of the youngest applicant/spouse at the time of HFE application.

The chosen lease must be able to last all applicants and their spouses until at least age 95. The selection of lease period will be made during the flat selection.

(Please refer to the table in clause 6.6.)

(b) Supply set aside for priority flat allocation

Part of the public flat supply will be set aside for households with at least 1 applicant or essential occupier who requires permanent assistance with his/her activities of daily living. The number of units set aside will vary across projects.

(Please refer to clause 5.8)

(c) Joint balloting

Up to 2 households (related or unrelated) can apply for joint balloting and have the chance to book the Community Care Apartments together.

(Please refer to clause 5.9)

(d) Applicant or the spouse has already taken two housing subsidies or has an interest in private property

The Community Care Apartment is also extended to the following households:

- (i) applicant(s) or the other essential family members or their spouse(s) have already taken two housing subsidies (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the various forms of housing subsidies); or
- (ii) applicant(s) or any person listed in the Application Form or their spouse(s) have an interest in private property; or
- (iii) applicant(s) or any person listed in the Application Form or their spouse(s) have at any time within 30 months before and the date of HFE application, or between the date of HFE application and date of completing the purchase, bought, transferred or sold any flat, house, building or land, or any interest in it.

The Community Care Apartment cannot be resold in the open market or rented out. Applicants who do not need the flat can return the flat to HDB and HDB will refund the value of the remaining lease of the flat.

2.2 2-room Flexi Scheme

The 2-room Flexi scheme comes with the following features:

- (a) Flexi lease option:
 - (i) 99-year lease or remaining lease years of a 99-year lease; or
 - (ii) short leases ranging from 15 to 45 years in 5-year increments

If all applicants and their spouses are at least 55 years old at the time of HFE application, they can choose to buy the flat on a short lease ranging from 15 to 45 years in 5-year increments. The allowable lease period will be based on the age of the youngest applicant/spouse at the time of HFE application. The chosen lease must be able to last all applicants and their spouses until at least age 95. The selection of lease period will be made during the flat selection.

(Please refer to the table in clause 6.6.)

- (b) At least 40% of the public flat supply set aside for the seniors. An application is considered a senior application if all applicant(s) and their spouses are at least 55 years old at time of HFE application.
- (c) If any of the applicant or their spouse have already taken two housing subsidies or have an interest in private property, or the average gross household income is more than \$7,000

The 2-room Flexi Scheme is also extended to the following households:

- (i) total average gross income of all persons listed in the Application Form is more than \$7,000 but not exceeding \$14,000 a month at the time of HFE application; or
 - (ii) applicant(s) or the other essential family members or their spouse(s) have already taken two housing subsidies (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the various forms of housing subsidies); or
- (ii) applicant(s) or any person listed in the application or their spouse(s) have an interest in private property; or
- (iii) applicant(s) or any person listed in the application or their spouse(s) have at any time within 30 months before and the date of HFE application, or between the date of HFE application and date of completing the purchase, bought, transferred or sold any flat, house, building or land, or any interest in it.

However, households mentioned in 2(c) are offered only the short-lease 2-room Flexi flat and applicants must meet the terms mentioned in 2(b) and the other conditions of purchase and sale under the Build-To-Order System (BTO).

The short-lease 2-room Flexi flats cannot be resold in the open market or rented out. Applicants who do not need the flat, can return the flat to HDB and HDB will refund the value of the remaining lease of the flat.

2.3 Owning and having an interest in property

Applicants or any person listed in the application who own a private property and are buying a Community Care Apartment or 2-room Flexi flat on short lease, must dispose of all interest in the private property within six months from the date of collection of the keys to the new flat.

Conditions 2.3 include HUDC flats and Executive Condominiums, properties acquired by gift or inheritance, private properties, properties outside Singapore and properties owned, gained or sold through nominees.

2.4 Basic Service Package

- (a) Applicants will be eligible to buy a Community Care Apartment, if they subscribe to the Basic Service Package, including the scope of services and charges, will be provided in a Basic Service Package Agreement, which will be signed between the applicants and the service operator appointed by the MOH at the flat selection appointment.
- (b) Applicants who do not proceed with the signing of the Basic Service Package Agreement and/or fail to pay for the Basic Service Package as provided for in the Basic Service Package Agreement signed between the Applicants and the service operator as appointed by MOH will be deemed ineligible for the purchase and will have their flat application cancelled/Agreement for Lease repudiated. Clauses 11.1, 11.2 and 11.3 for flat booking cancellation will apply accordingly.

ELIGIBILITY CONDITIONS

3.1 Eligible Family Nucleus for 2-room/3-room/4-room and 5-room flat purchase

The applicant and occupiers in the Application Form must form a family nucleus comprising any of the following:

- (a) Applicant and his/ her spouse and children, if any (natural offspring from lawful marriages or legally adopted);
- (b) Applicant (single) and his/ her parents; and siblings (if any);
- (c) Applicant (widowed or divorced) and children under his/ her legal custody, care and control;
 - If the care and control of the child/ren under the age of 21 is shared with other persons, applicant must obtain the written agreement of these persons before listing the child/ren in the flat application.
- (d) Applicant (single) and his/ her siblings, if parents are deceased (one of the deceased parents must be a Singapore citizen or Singapore permanent resident and a copy of the Death Certificates of the parents must be submitted for verification); or
- (e) Applicant and fiancé/fiancée. Both the fiancé and fiancée must be unmarried, widowed or divorced (with Decree Nisi Absolute/ Interim Judgment Final granted) at the time of HFE application.

The fiancé/fiancée couple must produce their Marriage Certificate for inspection by HDB within 3 months after taking possession of the flat.

If either fiancé/fiancée is below 21 and 18 years old or above, the written consent of the parents or guardians must be submitted with the application.

(f) Applicant (single) aged 35 years or older at time of HFE application, if he/she is a First-timer, can buy a 2-room Flexi flat alone.

3.2 Eligible Family Nucleus for 3Gen flat purchase

To apply for a 3Gen flat, the applicants and occupiers must form a multi-generation family comprising any of the following:

- (a) *Applicant, his/ her spouse and children, if any (natural offspring from lawful marriages or legally adopted) and their parents/ married child(ren), where at least one of the parents/ married child(ren) is a Singapore citizen or a Singapore permanent resident;
- (b) Applicant (widowed or divorced) and children under his/ her legal custody, care and control# and his/ her parents/married child(ren), where at least one of the parents/married child(ren) is a Singapore citizen or a Singapore permanent resident.
 - *Applicable to Fiancé/Fiancée applicants who meet the conditions mentioned in clause 3.1(e).
 - # If the care and control of the child(ren) under the age of 21 is shared with other persons, applicant must obtain the written agreement of these persons before listing the child/ren in the flat application.
- (c) For applicants who are booking a 3Gen flat, their parents/married child(ren) will need to sign a 3Gen undertaking. The signing needs to be witnessed by an HDB staff either via a video call or in person during the flat selection appointment so that the parents/married child(ren) can acknowledge the conditions of booking a 3Gen flat. Read more about the conditions after purchase of a 3Gen flat.

3.3 Citizenship Requirement

Each family nucleus must comprise at least one Singapore citizen and one Singapore permanent resident (SC/SPR). Applicant 1 must be a Singapore citizen. The other applicant(s) and essential occupier(s) can be Singapore citizens or Singapore permanent residents.

3.4 Age

All applicants must be at least 21 years old at the time of HFE application. For application of a short lease 2-room Flexi flat, All applicants and their spouse(s) are at least 55 years old at the time of HFE application. For application of a

Community Care Apartment, all applicants and their spouse(s) are at least 65 years old at the time of HFE application.

3.5 Income Ceiling

3.5.1 Application to buy a 3-room flat

The total average gross monthly income of all persons listed in the application must not exceed \$7,000 or \$14,000 at the time of HFE application, depending on the project.

3.5.2 Application to buy a 4-room/ 5-room/ 3Gen

The total average gross monthly income of all persons listed in the application must not exceed \$14,000 at the time of HFE application.

For applications from multi-generation families, the average gross monthly household income for the extended families must not exceed \$21,000 at the time of HFE application. In addition, the total gross monthly income of each basic family unit must not exceed \$14,000 at the time of HFE application.

Read more about calculation of income ceiling for extended family under "What is the \$21,000 extended/ multi-generation family income ceiling? How do I work it out?"

3.5.3 Application to buy a 2-room Flexi Flat

- (a) Applicants will be eligible to buy a 99-year lease 2-room Flexi flat, if:
 - (i) the total average gross monthly income of all persons listed in the application is not more than \$7,000 at the time of HFE application; <u>and</u>
 - (ii) the household is a first-timer or second-timer household;
 - (iii) for Applicants under the Singles Scheme, you must be a first-timer.
- (b) Applicants will be eligible to buy a short-lease 2-room Flexi flat, if:
 - the total average gross monthly income of all persons listed in the application is not more than \$14,000 as at the time of HFE application; <u>and</u>
 - (ii) the application is made by a first or second-timer household; or the applicant(s) or the essential family members have already taken two housing subsidies (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the various forms of housing subsidies).

3.5.4 Application to buy a Community Care Apartment

- (i) the total average gross monthly income of all persons listed in the application is not more than \$14,000 as at the time of HFE application; and
- (ii) the application is made by a first or second-timer household; or

(iii) the applicant(s) or the essential family members have already taken two housing subsidies (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the various forms of housing subsidies).

3.6 Ownership / Interest in Property

A person is not eligible to buy an HDB flat if the person, his/ her spouse, or any occupiers listed in the application:

- (a) is the owner of any other flat, house, building or land* or has an estate or interest therein; or
- (b) has at any time <u>within 30 months</u> before the date of HFE application, or between the date of the HFE application and the date of completion of the purchase, disposed of any flat, house, building or land*, or any interest therein.

*Including and not limited to HUDC flats and Executive Condominiums, properties acquired by gift / inheritance, private properties, properties outside Singapore and properties owned / acquired / disposed through nominees.

4. OTHER CONDITIONS

4.1 No withdrawal of Essential Occupier

Any person listed as an essential occupier in the application must continue to be listed in the application and must physically and continuously occupy the new flat for a period of 5 years from the date of taking possession of the new flat (10-year occupation period for Prime Location Public Housing flat). An essential occupier is one who forms a family nucleus with the applicant to qualify to buy a flat from HDB.

4.2 Change of Applicant / Occupier

Any request for a change of applicants / occupiers listed in the application is subject to HDB's approval. If the existing applicants/occupiers become ineligible to continue with the flat purchase, the application will be cancelled and all monies paid will be forfeited. Refer to clause 1.1(b)

4.3 Ethnic Classification

If couples/ flat applicants are of the same ethnic group, the household will be classified based on their ethnic group. For couples/ flat applicants of different ethnic groups, they can request to classify their household under the applicant's or the spouse's ethnic group and the option made is final and irrevocable.

For applicants with double-barrelled race listed in their Identity Cards, only the first ethnic group of the double-barrelled race will be considered. For example, if an applicant has a double-barrelled race of "Indian-Chinese", only "Indian" will be used in the ethnic classification process. This ensures the same treatment for applicants with singular or double-barrelled race.

The ethnic classification of the household at the point of flat purchase will remain unchanged when they later sell the flat.

4.4 Wait-out Period

(a) Existing Owner or Ex-owner of an HDB Flat/ Prime Location Public Housing flat/ Executive Condominium (EC) unit

An applicant, his/ her spouse or any essential occupier listed in the application who is an existing owner or ex-owner of a flat bought directly from HDB, or a resale flat bought with the CPF Housing Grant or a Design Build and Sell Scheme (DBSS) flat/ Executive Condominium (EC)* unit bought from a developer, may apply to buy an HDB flat on condition that a 5-year period (excluding any period of renting out the whole flat) has lapsed from taking possession of that flat/ EC unit to the date of HFE application. For applicant, his/ her spouse or any essential occupier listed in the application who is an existing owner or ex-owner of a Prime Location Public Housing flat bought directly from HDB, may apply to buy an HDB flat/ Prime Location Public Housing flat on condition that a 10-year period has lapsed from taking possession of that flat to the date of HFE application.

(b) Essential occupier of an Existing HDB flat/ Prime Location Public Housing flat/ Executive Condominium (EC) unit

Any person currently listed as an essential occupier of an existing HDB flat bought directly from HDB, or a resale flat bought with or without the CPF Housing Grant or a Design Build and Sell Scheme (DBSS) flat / Executive Condominium (EC)* unit bought from a developer, may apply to buy an HDB flat or be listed as an occupier only if he/ she has stayed in the existing flat/EC unit for at least 5 years from taking possession of the existing flat/EC unit to the date of HFE application. Essential occupier of an existing Prime Location Public Housing flat, may apply to buy an HDB flat/ Prime Location Public Housing flat or be listed as an occupier only if he/ she has stayed in the existing Prime Location Public Housing flat for at least 10 years from taking possession of the existing flat to the date of HFE application.

(c) Cancellation of flat booked

Applicants and the essential occupiers of the cancelled application will not be eligible to apply to buy another flat from HDB within one year after the cancellation.

(d) One-year wait-out period for applicants who do not book
Prior to Oct 2023 sales launch, second-timer applicants and first-timer
singles, who do not book a flat after two (2) successful attempts, will not be
allowed to participate in the subsequent sales exercises, including the open

booking of flats, for a period of one year.

From Oct 2023 sales launch, second-timer applicants and first-timer singles who do not book a flat when they are successful, will not be allowed to participate in the subsequent sales exercises, including the open booking of flats, for a period of one year.

4.5 Ownership of a Resale Flat

An applicant, his/ her spouse or any essential occupier listed in the application who is an existing owner of a resale flat bought without the CPF Housing Grant, may apply to buy an HDB flat on condition that a 5-year period (excluding any period of renting out the whole flat) has lapsed from taking possession of that resale flat to the date of HFE application. An applicant, his/ her spouse or any essential occupier listed in the application who is an existing owner of a resale Prime Location Public Housing flat bought without the CPF Housing Grant, may apply to buy an HDB flat/ Prime Location Public Housing flat on condition that a 10-year period has lapsed from taking possession of that resale Prime Location Public Housing flat to the date of HFE application.

An applicant who has booked a flat in a Build-To-Order, Sale of Balance Flats, Reoffer of Balance Flats exercise or the open booking of flats, will have his/her flat application cancelled if he/she or any essential occupier listed in the flat application buys a resale flat after booking a flat. The relevant financial forfeiture for cancellation of application will apply.

4.6 Payment of premium/ resale levy for purchase of second subsidised flat from HDB If your household has taken a housing subsidy previously, you and/or the occupier(s) who have enabled your household to qualify for the current flat purchase must pay any premium or resale levy due to HDB before you can take possession of the flat from HDB. If the premium or resale levy or any part thereof remains unpaid by you and/or the occupier(s), this shall constitute a debt owed to HDB.

For the purchase of a 2-room Flexi flat on short lease or a Community Care Apartment, you must pay the lower of the resale levy or \$30,000, pro-rated according to the lease tenure chosen.

5. PRIORITY/ ASSISTANCE SCHEMES (Not applicable to Open Booking of Flats)

5.1 Important Notes

Applicants may wish to apply for an HDB flat under one of the following Priority or Assistance schemes. The conditions for the Priority/ Assistance Schemes (known as the 'Conditions of the Scheme') shall be in addition to all of HDB's conditions of purchase. In the event of any inconsistency between the Conditions of the Scheme and the General Conditions For Purchase Of A Flat, the Conditions of the Scheme shall prevail.

Each applicant is allowed to apply for <u>only one</u> of the Priority Schemes and will be given priority allocation in accordance with HDB's prevailing policies.

In the event of death, divorce or separation of any person listed in the application after approval of the application under any of the Priority Schemes, the applicant must produce the relevant documents (e.g. Death Certificate, divorce documents, Deed of Separation) to HDB for verification within 14 days from the date of the demise, divorce or separation respectively.

If an applicant becomes ineligible to buy an HDB flat under any of the Priority Schemes, his/ her flat application will be cancelled and all monies paid will be forfeited.

If the applicant breaches any of the conditions of the Priority Schemes or makes any false declaration / misrepresentation under any of these Schemes for the purchase of an HDB flat under these schemes, the application will be cancelled and all monies paid towards the application will be forfeited. If he/she has already taken possession of the HDB flat, HDB will compulsorily acquire or determine the Lease of the HDB flat and all monies paid towards the flat purchase will be forfeited.

5.2 Tenants' Priority Scheme

Priority allocation under the Tenants' Priority Scheme is restricted to the purchase of a 2-room Flexi or 3-room flat only. To be eligible for the scheme, the applicant(s) must meet the following conditions:

- (a) Must be a First-timer or Second-timer who is currently an HDB rental flat tenant; and
- (b) Must have a family nucleus; and
- (c) Must have stayed in the existing HDB rental flat for at least 2 years as at the time of HFE application; and
- (d) Total average gross income does not exceed \$7,000 or \$14,000 per month at the time of HFE application for purchase of a 2-room Flexi flat or 3-room flat, depending on the project.

5.3 Third Child Priority Scheme

- (a) Applicant and/ or the spouse is a Singapore citizen. If applicant is divorced or widowed, the applicant must be a Singapore citizen to apply.
- (b) Applicants <u>must have at least 3 children</u>* (natural offsprings from legal marriages or legally adopted) and comply with the following conditions:
 - * For divorced parents, you must have the legal custody, care and control of your children. For adoptive parents, you must have the Adoption Order of your children.
 - (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; and
 - (ii) All the children qualifying the applicants for the Scheme must be listed in the application; and
- (c) Each family is only allowed to enjoy the benefit of the Third Child Priority Scheme to buy/sell a flat once.
- (d) Each applicant will be given priority allocation in accordance with HDB's prevailing policies, rules and regulations.
- (e) An applicant will become ineligible to buy an HDB flat under this Scheme if the composition of the 3-child family as listed in his/ her application changes by reason of death or divorce or separation or for any other reasons at any time whatsoever.

- (f) Successful applicants must ensure that before they take possession of the new flat and for a period of 5 years (10 years for Prime Location Public Housing flat) from the date of taking possession of the new flat, the 3 children who were included to qualify for the Third Child Priority:
 - (i) do not withdraw as owners/ occupiers of the new flat and must physically and continuously occupy the flat;
 - (ii) do not submit any application or be included as occupiers in another application to buy a flat directly from the HDB, a resale flat or an Executive Condominium unit; and
 - (iii) do not rent an HDB flat (including DBSS flat)
- (g) If an applicant is or becomes ineligible to buy an HDB flat under this Scheme, his/ her application shall be cancelled at the discretion of HDB and all monies paid by him shall be forfeited by HDB.
- (h) If the applicant breaches any of the Terms and Conditions of this Scheme or makes any false declaration/misrepresentation for the purchase of an HDB flat under this Scheme, his/ her application will be cancelled and all monies paid towards the application will be forfeited if he has taken possession of the HDB flat, HDB will compulsorily acquire or determine the Lease of the HDB flat and forfeit all monies paid towards the flat purchase.
- (i) Applicants must comply with all other Terms and Conditions as may be imposed from time to time under this Scheme.

5.4 *Married Child Priority Scheme

Married Applicants who include their parents/married child(ren) in the application to live with them or wish to buy a flat to live near their parents/married child(ren) can apply for the Married Child Priority Scheme (MCPS) if they meet the eligibility conditions. Among the MCPS applicants, applicants who have included their parents/married child(ren) in the application will enjoy first priority over other MCPS applicants.

- applicants who have included their parents/married child(ren) in the application; and
- parents who are currently owners of a flat in a mature estate and are applying for a BTO flat in the non-mature estates to live near their married children.

To be eligible for the MCPS, applicants must meet the following conditions:

- (a) Married Applicants Living with Parents/Married Child(ren) within the 5-year occupation period (10-year occupation period for Prime Location Public Housing flat).
 - (i) Successful applicants must ensure that before they take possession of the new flat and for a period of 5 years (10 years for Prime Location Public Housing flat) from the date of taking possession of the new flat, their parents/married child(ren):
 - do not withdraw as owner/occupier of the new flat and must physically and continuously occupy the flat;

- do not submit any application or be included as occupiers in another application to buy a flat directly from the HDB, a resale flat or an Executive Condominium unit; and
- do not rent an HDB flat (including DBSS flat)
- (ii) An applicant or occupier listed in the application who is an owner of an existing HDB flat (including Design, Build & Sell Scheme (DBSS) flat), must dispose of /relinquish his/ her interest in the existing flat within 6 months from taking possession of the new flat. The disposal or relinquishment of interest is subject to HDB's approval and prevailing policies, rules and regulations.
- (iii) Applicants or occupiers who are existing tenants of an HDB rental flat must terminate the tenancy and surrender vacant possession of the rental flat to HDB within <u>4 months</u> from the date of taking possession of the new flat.

(b) Married Applicants Living Near Parents/ Married Child(ren)

- (i) Applicants' parents' or married child's current housing block* must be within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate they are applying for, and their parents or married child must be owners or registered occupiers of the HDB flat or registered tenants or occupiers of the HDB rental flat;
 - * If the parents/married children have booked a new HDB flat under construction or submitted an application to buy a resale flat, the new flat or resale flat may be used for the proximity reference. The MCPS will be withdrawn if the parents/married children cancel the new flat application or the resale application.
- (ii) Applicants' parents or married child must be physically residing in a private property owned by them or their immediate family member and the property is located within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate the applicants are applying for.
- (iii) Successful applicants under 5.4(b)(i) or 5.4(b)(ii) must ensure that before they take possession of the new flat and for a period of 5 years (10 years for Prime Location Public Housing flat) from taking possession of the new flat, their parents/married child(ren):
 - continue to reside within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate they are applying for;
 - do not submit any application or be included as occupiers in any application to buy a flat directly from the HDB, a resale flat or an Executive Condominium unit, that is more than 4 km from the new flat;
 - do not take over the lease or tenancy of a flat (including DBSS flat) or an Executive Condominium, located more than 4 km from the new flat.

- (c) Applicants must indicate their request under <u>"Request For Married Child Priority Scheme"</u> in the Application Form. Parents/married child(ren) who are non-residents or who are on visit pass/visa to Singapore are not eligible to qualify for the Scheme.
 - Parents/married child(ren) will need to sign an MCPS undertaking. The signing needs to be witnessed by an HDB staff either via a video call or in person during the flat selection appointment so that the parents/married child(ren) can acknowledge the conditions under the MCPS.
 - * Applicants under the Fiancé/Fiancée Scheme may also request their application to be processed under this Priority Scheme if they are applying for a flat to live near/with their parents.

For the purpose of determining whether the applicant meets the above criteria, HDB will rely solely on its records and/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(ren) and any other party, including receipts for rents paid by the applicant's parents/married child(ren).

5.5 *Multi-Generation Priority Scheme

(a) Applicants who wish to buy a flat under the Multi-Generation Priority Scheme (MGPS) must submit a combined application to buy a 2-room Flexi/ 3-room flat and a 2-room Flexi/ 3-room/ 4-room/ 5-room flat.

The application for the 2-room Flexi/ 3-room flat must be submitted by the parents (hereinafter called the "Parent Application") while the 2-room Flexi/ 3-room /4-room /5-room flat application must be submitted by the *married child (hereinafter called the "Married Child Application"). There must be a proven parent-child relationship between the Parents and the Married Child and they must be applicants of their respective applications.

*Applicable to Fiancé/Fiancée applicants

- (b) Under the MGPS, both Parents and Married Child can only book a 2-room Flexi/ 3-room flat and a 2-room Flexi/ 3-room/ 4-room/ 5-room flat respectively within the same BTO project. All units under the MGPS are pre-identified and specified by HDB. The pre-identification of units under the MGPS is also subject to quotas as may be determined by HDB from time to time.
- (c) The Parents and Married Child applicants must remain eligible to buy the 2-room Flexi/ 3-room flat and 2-room Flexi/ 3-room/ 4-room/ 5-room flat respectively at all times under the MGPS and HDB's prevailing policies.
- (d) Documentary proof of the relationship between the Parent/s and Married Child(ren) [e.g. photocopy of marriage certificate of parents and birth certificate(s) and marriage certificate(s) of married child(ren)] must be submitted during the booking of the units.

- (e) Selection of a 2-room Flexi/ 3-room flat and a 2-room Flexi/ 3-room/ 4-room/ 5-room flat by the Parents and Married Child applicants under the MGPS is subject to the available ethnic quota. Both the Parent Application and Married Child Application will be cancelled if either application's ethnic quota is filled.
 - If the Parents or the Married Child applicants fail to book a 2-room Flexi/ 3-room flat and 2-room Flexi/ 3-room / 4-room/ 5-room flat respectively when their turn is due, both the Parent Application and Married Child Application under the MGPS will be cancelled. However, the applications can continue under the Public Scheme, if eligible.
- (f) The Parents and Married Child applicants shall become ineligible under the MGPS if:
 - (i) either the Parents or the Married Child applicants fail, refuse or become ineligible to book a 2-room Flexi/ 3-room flat (Parent Application) or 2-room Flexi/ 3-room/ 4-room/ 5-room flat (Married Child Application) respectively during the selection exercise or fail or refuse to exercise the Option to Purchase.
 - (ii) the Parent Application or Married Child Application is withdrawn or if the HDB cancels the Parent Application or Married Child Application for any reason whatsoever.
 - (iii) the parent(s) passes away or the Married Child's family breaks up by reason of death, divorce or separation or due to any other reason at any time such that the remaining applicant(s) in the Parent Application or Married Child Application is no longer eligible to proceed with the application to buy a 2-room Flexi/ 3-room flat or 2-room Flexi/ 3-room/ 4-room/ 5-room flat under HDB's prevailing policies.
- (g) If the Parents or Married Child applicants become ineligible to buy or retain the 2-room Flexi/ 3-room flat (Parent Application) or the 2-room Flexi/ 3-room/ 4-room/ 5-room flat (Married Child Application) under the MGPS and HDB's prevailing policies/conditions in force from time to time, both applications shall be cancelled at the sole discretion of HDB and all monies paid will be forfeited.
- (h) The Parents and Married Child applicants are required to sign the Agreement for Lease and make the required downpayment for their respective units at the same time. If either the Parents or the Married Child applicants do not proceed with the signing of the Agreement for Lease and make payment, both applications will be cancelled and the option fees will be forfeited.
- (i) The Parents or Married Child applicants will be required to collect the keys and take possession of their respective units and pay up the balance purchase price upon receipt of HDB's written notice to do so. If the Parent/s or Married Child applicants fail or refuse to do so, both the Parent/s and Married Child Applications will be cancelled.

- (j) Following the key collection by one party, the remaining Parents or Married Child applicants waiting for key collection must continue to remain eligible to buy the 2-room Flexi/ 3-room flat or 2-room Flexi/ 3-room/ 4-room/ 5-room flat at all times, and collect the keys and pay up the balance purchase price upon receipt of HDB's written notice to do so. Otherwise, the application will be cancelled.
- (k) Upon cancellation of the application, a sum equivalent to 5% of the purchase price of the 2-room Flexi/3-room flat and 2-room Flexi/3-room/4-room/5-room flat or such other amount as may be determined by HDB from time to time will be forfeited.

For the Parents or Married Child applicants who had earlier collected the keys and taken possession of their unit, they shall be required to surrender their unit to HDB and HDB will pay them, at its absolute discretion, a compensation based on the prevailing compensation policy.

In addition, a 5-year wait-out period (10 years for Prime Location Public Housing flat), which starts from the date of key collection of the unit, will also be imposed on the applicants and essential occupiers who are required by HDB to surrender their unit under the MGPS.

During the 5-year wait-out period (10 years for Prime Location Public Housing flat), the applicants and their essential occupiers are not allowed to submit any application or be included as essential occupiers in any application for subsidised housing, as defined in clause 9.3.

- (I) The Parents and Married Child applicants cannot dispose of their units or withdraw as the owner/occupier of their respective flats for a period of 5 years (10 years for Prime Location Public Housing flat) from the date of taking possession of the new flat. During the 5-year period (10-year period for Prime Location Public Housing) flat), both the Parents and the Married Child must physically and continuously occupy their respective flats.
- (m) Both the Parents and the Married Child applicants shall comply with all other Terms and Conditions as may be imposed by HDB from time to time under the MGPS.
- 5.6 Assistance Scheme for Second-timers (Divorced/Widowed Parents)
 The Assistance Scheme for Second-timers (Divorced/Widowed Parents)
 ("ASSIST") is offered to Second-timer applicants for the purchase of a 2-room Flexi
 or 3-room flat in the non-mature estates only, if offered. Applicants must indicate
 their request under <u>Assistance Scheme for Second-timers</u> (Divorced/Widowed
 Parents) of the Application Form and meet the following conditions:
 - (a) Must not have acquired any interest in an HDB flat or private residential property (except for matrimonial flat/ property) after the date of divorce/ separation or demise of spouse (without prejudice to clause 2.8); and

(b) Must include a child (natural offspring from lawful marriages or legally adopted) below 19 years old at the time of HFE application.

Conditions 5.6(a) includes HUDC flats and Executive Condominiums, properties acquired by gift or inheritance, private properties, properties outside Singapore and properties owned, gained or sold through nominees.

5.7 Senior Priority Scheme

Applicants who are aged 55 and above, who wish to apply for the Senior Priority Scheme (SPS) must indicate their request for <u>"Senior Priority Scheme"</u> in the Application Form. Applicants who requested for the SPS will be balloted under the scheme if they meet the conditions to buy a 2-room Flexi flat and also the following conditions under 5.7(a) or 5.7(b) or 5.7(c):

- (a) Applicants who are existing owners of residential property (applicable to both HDB flat and owner-occupied private residential property)
 - (i) Their existing HDB flat is within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate applied for; or
 - (ii) Their existing owner-occupied private property is located within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate applied for.

(b) Married Applicants Living near Parents/Married Child(ren)

- (i) Their parents' or married child's current HDB flat* is within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate they are applying for, and their parents or married child must be owners or registered occupiers of the HDB flat or registered tenants or occupiers of the HDB rental flat;
 - * If the parents/married children have booked a new HDB flat under construction or submitted an application to buy a resale flat, the new flat or resale flat may be used for the proximity reference. The SPS will be withdrawn if the parents/married children cancel the new flat application or the resale application.
- (ii) Their parents or married child are physically residing in a private property owned by applicants' parents/married child or applicants' parents/married child's immediate family member that is located within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate they are applying for.

Parents/ married child(ren) who are non-residents or who are on social visit passes/ visas to Singapore are not eligible to qualify for the SPS.

Successful applicants under 5.7(b)(i) or 5.7(b)(ii) must ensure that before they take possession of the 2-room Flexi flat and for a period of 5 years (10 years for Prime Location Public Housing flat) from taking possession of the 2-room Flexi flat, their parents/married child(ren):

- continue to reside within 4 km from any of the blocks (offered in this BTO exercise) in the town/estate they are applying for;
- do not submit any application or be included as occupiers in any application to buy a flat directly from the HDB, a resale flat or an Executive Condominium unit, that is more than 4 km of the new flat; and
- do not take over the lease or tenancy of a flat (including DBSS flat) or an Executive Condominium, that is more than 4 km of the new flat.

(c) Married Applicants Living with Parents/ Married child(ren)

They are applying for a 2-room Flexi flat and have included their parents or married child(ren) in the application.

Parents/married child(ren) who are non-residents or who are on social visit passes/visas to Singapore are not eligible to qualify for the SPS.

Successful applicants must ensure that before they take possession of the 2-room Flexi flat and for a period of 5 years (10 years for Prime Location Public Housing flat) from taking possession of the 2-room Flexi flat, their parents/married child(ren):

- do not withdraw as owner/occupier of the new flat and must physically and continuously occupy the 2-room Flexi flat;
- do not submit any application or be included as occupiers in any application to buy a flat directly from the HDB or a resale flat or an Executive Condominium unit;
- do not rent an HDB flat (including DBSS flat)

An applicant or occupier listed in the application for a 2-room Flexi flat and who is an owner of an existing HDB flat, must dispose of/relinquish his/ her interest in the existing flat within <u>6 months</u> from taking possession of the 2-room Flexi flat. If he/she fails to do so, the 2-room Flexi flat has to be surrendered to HDB and a sum equivalent to 5% of the purchase price of the 2-room Flexi flat booked and/or any other amount as determined by HDB shall be forfeited. The sale of the existing flat in the open market is subject to HDB's approval and prevailing resale policies, rules and regulations.

(d) For applicants who applied for the SPS to stay near or stay with their parents/married child(ren), their parents/married child(ren) will need to sign an SPS undertaking. The signing needs to be witnessed by an HDB staff either via a video call or in person during the flat selection appointment so that the parents/married child(ren) can acknowledge the conditions under the SPS.

For the purpose of determining whether the applicant meets the above criteria, HDB will rely solely on its records and/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(ren) and any other party, including receipts for rents paid by the applicant's parents/married child(ren).

5.8 Priority flat allocation for care needs (Applicable to CCA under BTO only)
Applicants will need to state their request for priority flat allocation in their flat application. The eligibility for the priority flat allocation will be assessed and determined by the agency appointed by MOH.

To qualify for the priority flat allocation for care needs, applicants must meet the following conditions:

- (a) At least one applicant or essential occupier requires permanent assistance with one or more activities of daily living (ADL). These include: (i) washing/showering; (ii) going to the toilet; (iii) getting dressed; (iv) eating; (v) walking/ moving around; and (vi) transferring, e.g. moving from bed to a chair or wheelchair and vice versa.
- (b) Submit a disability assessment to an agency appointed by MOH before the end of the flat application period, except for those who are currently a recipient of any of the following AIC schemes:
 - Home Caregiving Grant (HCG)
 - Pioneer Generation Disability Assistance Scheme (PGDAS)
 - Elderfund
 - Eldershield (ESH)
 - Interim Disability Assistance Programme for the Elderly (IDAPE)
 - Medisave-Care (MSVC)
 - CareShield Life (CSHL)
- 5.9 Joint balloting (Applicable to CCA under BTO only)

Up to two households can apply for joint balloting and have the chance to book a Community Care Apartment together. If a senior who qualifies for priority is successfully balloted under the priority flat allocation, his / her family member / friend who does not qualify for priority will also be successfully balloted under the non-priority flat supply.

To qualify for joint balloting, the applicants must meet the following conditions:

- (a) Both households (Application 1 and Application 2) must agree to pair up their flat applications.
- (b) The second household (Application 2) must opt for joint balloting in the Application Form and indicate the flat registration number of the first household (Application 1).
- (c) Under joint balloting, both Application 1 and Application 2 can only book a Community Care Apartment within the same BTO project.

- (d) Application 1 and Application 2 must remain eligible to buy the Community Care Apartment respectively at all times under HDB's prevailing policies.
- (e) Selection of a Community Care Apartment by Application 1 and Application 2 under joint balloting is subject to the available ethnic quota.
- (f) If either Application 1 or Application 2 fails to book a flat, is ineligible for the purchase, or cancels the Application for whatsoever reason, the other Application can continue with the purchase.
- (g) Both Application 1 and Application 2 shall comply with all other Terms and Conditions as may be imposed by HDB from time to time under the joint balloting.

6 SELECTION OF FLAT

- 6.1 For BTO, SBF exercises, a computer ballot will be conducted to shortlist applicants and determine their queue positions to book a flat. Those shortlisted will be informed of their queue position and invited to book a flat, subject to the availability of flat and ethnic quota. Applicants who are not shortlisted will be informed that they are unsuccessful in their application.
- 6.2 For Open booking, a queue number and selection appointment date and time will be issued on a first-come, first-served basis to book a flat, subject to the availability of flat and ethnic quota upon submission of an online application.
- 6.3 Applicants' eligibility to buy a flat is assessed during the selection appointment. Applicants can only book a flat only after they have produced the supporting documents (when necessary) to confirm their eligibility to buy under HDB's prevailing policies, rules and regulations.
- 6.4 For 2-room Flexi flat applications, if all applicants and their spouses are at least 55 years old at the date of HFE application, they can choose to buy the flat on a short lease ranging from 15 to 45 years in 5-year increments.
- 6.5 For Community Care Apartment applications, if all applicants and their spouses are at least 65 years old at the date of HFE application, they can choose to buy the flat on a short lease ranging from 15 to 35 years in 5-year increments.
- 6.6 The allowable lease period will be based on the age of the youngest applicant/spouse at the date of HFE application. The chosen lease must be able to last all applicants and their spouses until at least age 95. The selection of lease period will be made during the flat selection. However, if the applicant is married and the chosen lease is insufficient to cover the spouse till the age of 95, the application will be cancelled, and the applicant forfeits any deposit or fees as determined by HDB.

Age of youngest applicant/	Lease period		Age of youngest Owner/ spouse-
spouse-Occupier at HFE application	Minimum (Years)	Other Options (Years)	occupier at the end of minimum lease
55 to 59	40	45	95 to 99
60 to 64	35	40, 45	95 to 99
65 to 69	30	35, 40, 45	95 to 99
70 to 74	25	30, 35, 40, 45	95 to 99
75 to 79	20	25, 30, 35, 40, 45	95 to 99
≥ 80	15	20, 25, 30, 35, 40, 45	≥ 95

- 6.7 Upon booking of a flat, applicants will have to pay an option fee (by NETS) and HDB will grant them an Option to Purchase. The option fee (which will form part of the downpayment) payable by flat type is shown below:
 - (a) Community Care Apartment/ 2-room Flexi flat: \$500
 - (b) 3-Room: \$1,000
 - (c) 4/5-Room/ 3Gen: \$2,000
- 6.8 For applicants who have booked a flat under any of our sales launches, their other applications for a new flat or an EC unit (if any) will be cancelled.

7 ENHANCED CPF HOUSING GRANT

7.1 Disbursement of Grant

Applicant(s) and persons listed in the valid HFE letter used for this application will automatically receive the Enhanced CPF Housing Grant (EHG) after they have booked a flat if they have been assessed as eligible for the EHG in the HFE letter. The EHG will be disbursed to applicant(s) and/or the occupier(s) who have enabled the household to qualify for the current flat purchase. The applicants and/or occupiers cannot apply for or reject the EHG once they have used the HFE letter to submit an application to buy a flat from HDB. The manner of disbursement is as follows:

Sole Citizen Applicant

The Enhanced CPF Housing Grant will be disbursed fully into his CPF account.

Joint Citizen Applicants (married couples)

Where a husband and wife are joint applicants, the Enhanced CPF Housing Grant will be disbursed to them equally.

The Enhanced CPF Housing Grant can only be given to a maximum of two applicants who are husband and wife in a family nucleus. Where there are more than one eligible family nuclei, the applicants must decide on which family

nucleus will receive the Enhanced CPF Housing Grant subject to the HDB's prevailing policies, rules and regulations.

Joint Citizen Applicants (first-timer singles under Joint Singles Scheme)

The Enhanced CPF Housing Grant will be disbursed equally between two first-timer single citizen applicants who are both at least 35 years old at the time of HFE application. Upon taking possession of the booked HDB flat, the same two first-timer single citizen applicants and their spouses (if any) shall be treated as having bought a subsidised flat directly from the HDB.

<u>Disbursement of Enhanced CPF Housing Grant to Parents applying with Unmarried child</u>

Without prejudice to any other rights, the HDB may also in its sole discretion allow parents to receive the Enhanced CPF Housing Grant, if the unmarried child is the only one who meets all the eligibility criteria for the grant, subject to the HDB's prevailing policies, rules and regulations. At least one of the unmarried child's parents must be a Singapore Citizen and the household must also meet the other eligibility criteria for the Enhanced CPF Housing Grant. The unmarried child must not move out of the Flat within 5 years (10 years for Prime Location Public Housing flats) after taking possession of the Flat.

Where there is more than 1 unmarried child who is the co-applicant and meet all the requirements for the Enhanced CPF Housing Grant, the applicants must decide which unmarried child cannot move out of the Flat within 5 years (10 years for Prime Location Public Housing flats) after taking possession of the Flat.

<u>Disbursement of Enhanced CPF Housing Grant to couples comprising a first-timer and a second-timer applicant</u>

The Enhanced CPF Housing Grant for Singles will be disbursed solely into the CPF account of the First-timer applicant or occupier, unless he/she has previously received an Additional CPF Housing Grant/Special CPF Housing Grant/ Enhanced CPF Housing Grant. The amount of Enhanced CPF Housing Grant for Singles to be disbursed is determined based on half of the average monthly household income of all working persons listed in the flat application over the one-year period ending 2 months preceding the month of HFE application.

<u>Disbursement of Enhanced CPF Housing Grant to Joint Singles Scheme</u> <u>applicants comprising a first-timer single and a second-timer single buying a short lease 2-room Flexi flat</u>

The Enhanced CPF Housing Grant for Singles will be disbursed solely into the CPF account of the eligible first-timer single, who shall be a co-applicant of the flat purchase. The amount of Enhanced CPF Housing Grant for Singles to be disbursed is determined based on the average monthly household income of

the first-timer single listed in the flat application over the one-year period ending 2 months preceding the month of HFE application.

<u>Disbursement of Enhanced CPF Housing Grant to Orphans</u>

Where there is only **one** eligible single citizen applicant who is at least 21 years old at the time of the HFE application and he meets the following conditions:

- (a) He is in continuous employment of one-year period ending 2 months preceding the month of HFE application, and is still employed at the time of HFE application; and
- (b) His average gross monthly household income for the 1-year period does not exceed \$4,500;

the Enhanced CPF Housing Grant for Singles will be disbursed fully into his CPF account.

Where there are **two** eligible single citizen applicants who are at least 21 years old at the time of the HFE application and they meet the following conditions:

- (a) At least one of the Enhanced CPF Housing Grant applicants is in continuous employment of one-year period ending 2 months preceding the month of HFE application, and is still employed at the time of HFE application; and
- (b) The average gross monthly household income for all working persons listed in the flat application for the 1-year period does not exceed \$9,000;

the Enhanced CPF Housing Grant will be disbursed equally between both of them.

Where there are **more than two** eligible single applicants who meet the above conditions, the applicants must decide on which two applicants will receive the Enhanced CPF Housing Grant, subject to the HDB's prevailing policies, rules and regulations.

7.2 Use of The Grant

- (a) The Enhanced CPF Housing Grant ("the Grant") must be used to pay for the flat purchase. The Grant can be used to offset the purchase price and reduce the mortgage loan for the flat purchase. The Grant cannot be used for the minimum cash downpayment (if any), stamp duty, registration fees, conveyancing fees and monthly mortgage instalment payments.
- (b) Only Grants that are disbursed to persons <u>listed as applicants can be used</u>.
- (c) Grants disbursed to occupiers can only be used when they are listed as applicants to buy an HDB flat or an EC direct from a developer.
- (d) If the total grant amount received exceeds 95% of the purchase price of the flat, a minimum 5% of the purchase price must be paid from the recipient's own CPF savings and/or in cash. Any excess grant amount can be used to pay for items under the Optional Component Scheme and

premiums that singles and Singapore Citizen/Singapore Permanent Resident households need to pay, before being credited into such CPF account or accounts of the recipient in accordance with the CPF Act and Regulations.

7.3 Disposal of Flat

Upon disposal of the flat, the Grant will be part of the CPF savings that the Recipients have to return to their CPF Account. The first \$30,000 or first \$60,000 (depending on the amount received) or any other amount which the HDB may decide from time to time at its discretion will be credited to the Ordinary Account. Any excess amount will be credited to the Special Account / Retirement Account and Medisave Account. The return, use and withdrawal of the CPF savings are governed by the CPF Act or any legislation and any rules or regulations made from time to time, the CPF Board's prevailing policies and, any rules or regulations that are in force from time to time.

7.4 Other Conditions

- (a) For applications under the Fiancé/ Fiancée Scheme, both the applicant or applicant/ recipient and his/ her fiancé/ fiancée must be unmarried, widowed or divorced (with Divorce Certificate/ Decree Nisi Absolute/ Certificate of Making Interim Judgment Final (Divorce/ Nullity) granted) at the time of the HFE application. They must register their marriage within 3 months after taking possession of the flat.
- (b) If the marriage of the applicant/ recipient and his spouse (who is either an applicant or an essential family member) is subsequently annulled, the Enhanced CPF Housing Grant (with interest) must be repaid to the HDB. In addition, the HDB may require the flat to be surrendered to the HDB based on HDB's prevailing policies, rules and regulations.
- (c) In the event that any applicant/ recipient, any family members or any other person listed in the flat application and/ or the Enhanced CPF Housing Grant application:
 - (i) breaches any of the Conditions of the Scheme;
 - (ii) makes any false declaration for the purpose of purchasing the flat or obtaining the Enhanced CPF Housing Grant;
 - (iii) gives any false information or suppress information in the application form for the purchase of the flat or in the application for the Enhanced CPF Housing Grant or in any other written forms/ undertakings;
 - (iv) is or becomes or renders himself ineligible to buy or retain the flat; and/
 - (v) is or becomes or renders himself ineligible for the Enhanced CPF Housing Grant

the HDB may, without prejudice to any other rights, cancel the flat application and/ or the Enhanced CPF Housing Grant application, compulsorily acquire the Flat and/ or recover the Enhanced CPF Housing Grant (with interest).

Without prejudice to the above or anything herein or any other rights of the HDB, if the applicant or applicant/ recipient(s) chooses to cancel the flat application with the approval of the HDB or if the flat application is cancelled for any reason whatsoever or if the applicant or applicant/ recipient(s) fail to sign the Agreement for Lease/ Take Possession of the Flat in accordance with the terms of the Agreement for Lease or within the period stipulated by the HDB when required by the HDB to do so, the recipient(s) must return the Enhanced CPF Housing Grant (with interest) to the HDB upon the cancellation of the flat application.

- (d) All applicants/ recipients, any family members or any other person listed in the flat application must fulfill the Conditions of the Enhanced CPF Housing Grant Scheme applicable at the time of HFE application and as may be amended or varied from time to time as HDB deems fit. Before taking possession of the booked HDB flat, the applicants must notify HDB of any changes to the flat application via the Further Particulars (FP) Form or Change of Family Nucleus (COFN) Form. The information given in the FP or COFN Forms are in addition to the information given in the original flat application for the purchase of the booked flat.
- (e) Any changes to the flat application as indicated in the FP or COFN Forms may affect the applicant's / recipient's eligibility for application for the Enhanced CPF Housing Grant, and the applicant(s) / recipient(s) may not be eligible to retain any Enhanced CPF Housing Grant disbursed. Where the applicant/recipient is ineligible to retain the Enhanced CPF Housing Grant, the amount disbursed will be recovered (with interest). HDB has the right to
 - (i) re-assess the eligibility of the applicant(s) / recipient(s) to retain the Enhanced CPF Housing Grant; or
 - (ii) recover the disbursed Enhanced CPF Housing Grant (with interest) before the applicant(s) may make a fresh application for Enhanced CPF Housing Grant.
- (f) The HDB has the right to recover the Enhanced CPF Housing Grant (with interest) if the flat or any interest therein is sold, transferred, assigned or otherwise disposed of by the flat applicant(s) or by any mortgagee or any other person on or before the expiration of the 5-year (10 years for Prime Location Public Housing flats) or such other minimum occupation period as determined by the HDB in its absolute discretion.
- (g) The sale and purchase of the flat under the Enhanced CPF Housing Grant Scheme is subject to the HDB's prevailing policies, rules and regulations.
- (h) If the spouse/ fiancé/ fiancée has not been given the Enhanced CPF Housing Grant due to any reason whatsoever, he/ she will not be given

the Enhanced CPF Housing Grant subsequently under any circumstances whatsoever. In addition, he/ she will also not be eligible for any Enhanced CPF Housing Grant thereafter for any reason whatsoever.

- (i) Anyone who had already received the Enhanced CPF Housing Grant will not be eligible for another Enhanced CPF Housing Grant for any reason whatsoever except where specifically provided.
- (j) Notwithstanding and without prejudice to anything herein, a recipient of the Enhanced CPF Housing Grant for Singles under the Single Singapore Citizen Scheme can subsequently apply for another Enhanced CPF Housing Grant within six months of one of the following events:-
 - (i) He has married a first-timer Singapore Citizen or Singapore Permanent Resident spouse; or
 - (ii) He has married and listed his non-Singapore citizen spouse as an occupier in his flat application, and his spouse subsequently obtains Singapore Citizenship or Singapore Permanent Resident status, or gives birth to a Singapore Citizenship or Singapore Permanent Resident child, whichever is earlier.

The applicants for the Enhanced CPF Housing Grant must meet the Conditions of the Enhanced CPF Housing Grant Scheme prevailing at the time of HFE application. If the applicants have not taken possession of their booked HDB flat, they may apply for the full Enhanced CPF Housing Grant (for Family) within six months of their eligibility to do so. This is on condition that the Enhanced CPF Housing Grant for Singles given earlier is first recovered (with interest).

- (k) Unless otherwise determined by the HDB in its absolute discretion and subject to the HDB's prevailing policies, rules and regulations, interest payable on the Enhanced CPF Housing Grant under the Conditions of the Scheme is computed based on what the Enhanced CPF Housing Grant would have earned in the CPF Ordinary Account / Special Account / Medisave Account / Retirement Account (where applicable) from the date the Enhanced CPF Housing Grant was disbursed to the end of the month in which payment is made, provided always that the HDB reserves the right to vary the computation from time to time in accordance with prevailing policies, rules and regulations.
- (I) Notwithstanding and without prejudice to anything herein,
 - (i) the HDB shall have the right to recover the Grant (with interest) in its absolute discretion at any time on demand. When the HDB exercises the said right or otherwise under the Conditions of the Scheme, including but not limited to a situation where the HDB has reason to believe that the Recipient has not fulfilled or otherwise breached the Conditions of the Scheme, the HDB shall instruct the Central

Provident Fund Board (CPF Board) to deduct the CPF savings from the Recipient's CPF accounts in accordance with the Central Provident Fund Act to repay the outstanding Grant with interest without the need for any authorisation by the applicant. In the event of insufficient funds in the Recipient's CPF accounts at the point of deduction, the Recipient shall pay the shortfall via subsequent CPF deductions or in cash.

- (ii) If the Enhanced CPF Housing Grant (with interest) or any part thereof remains unpaid or outstanding after written demand for payment by the HDB under the Conditions of the Scheme or otherwise at any time as the HDB deems fit in its absolute discretion, this shall constitute a debt owed by the recipient(s) to the HDB/ Government.
- (iii) The HDB shall be entitled to commence enforcement action, including compulsory acquisition of the flat, against the recipients to recover the full outstanding debt (inclusive of interest) without further notice to the recipients. In addition, the recipients shall indemnify the HDB from and against all costs and expenses, including all legal costs on a solicitor and client basis.
- (iv) The recipient(s) and his/ her spouse/ fiancé/ fiancée (even if the spouse/ fiancé/ fiancée is not a recipient) will not be allowed to buy any HDB or Executive Condominium unit or take over the lease of an existing flat/ unit until all amounts outstanding and payable to the HDB have been paid in full.
- (m) In the event of any inconsistency between the Conditions of the Scheme and the General Conditions for purchase of a flat under the applicable sales exercise or any other terms and conditions as may be applicable or laid down by the HDB from time to time relating to the sale and purchase of an HDB flat, the Conditions of the Scheme shall prevail unless otherwise determined by the HDB in its absolute discretion.
- (n) The HDB reserves the right to add, delete and/ or vary any of the Conditions of the Scheme at any time it deems fit.

8 STEP-UP CPF HOUSING GRANT

8.1 Disbursement of Grant

Applicant(s) and persons listed in the valid HFE letter used for this application will automatically receive the Step-Up CPF Housing Grant (SUHG) after they have booked a flat if they have been assessed as eligible for the SUHG in the HFE letter. The SUHG will be disbursed to applicant(s) and/or the occupier(s) who have enabled the household to qualify for the current flat purchase. The

applicants and/or occupiers cannot apply for or reject the SUHG once they have used the HFE letter to submit an application to buy a flat from HDB.

HDB will only credit the Step-Up CPF Housing Grant into the CPF Ordinary Account ("OA") of eligible Singapore citizen/Singapore Permanent Resident applicants/occupiers one month before the key collection of the Flat. The manner of disbursement is as follows:

(a) Sole Citizen Applicant

The Step-Up CPF Housing Grant will be disbursed fully into his CPF OA account.

(b) <u>Joint Citizen Applicants (married couples)</u> Where a husband and wife are joint citizen applicants, the Step-Up CPF Housing Grant will be disbursed to them in equal shares.

(c) The Step-Up CPF Housing Grant can only be given to a maximum of two applicants/occupiers (who are husband and wife) in a family nucleus. Where there are more than one eligible family nuclei, the applicants must decide on which family nucleus will receive the Step-Up CPF Housing Grant, subject to the HDB's prevailing policies, rules and regulations.

<u>Disbursement of Step-Up CPF Housing Grant to Parents applying with Unmarried Child</u>

Without prejudice to any other rights of the HDB, the HDB may also in its sole and absolute discretion allow parents to receive the Step-Up CPF Housing Grant, if the unmarried child is the only one who meets all the eligibility criteria for the grant, subject to the HDB's prevailing policies, rules and regulations. At least one of the unmarried child's parents must be a Singapore Citizen and the household must also meet all other eligibility criteria for the Step-Up CPF Housing Grant. The unmarried child must not move out of the Flat within 5 years (10 years for Prime Location Public Housing flats) after taking possession of the Flat.

Where there is more than one unmarried child who are the co-applicants and such unmarried children all meet the requirements for the Step-Up CPF Housing Grant, the applicants must decide which unmarried child cannot move out of the Flat within 5 years (10 years for Prime Location Public Housing flats) after taking possession of the Flat

8.2 USE OF THE GRANT

The Step-Up CPF Housing Grant ("the Grant") must be used to pay for the Flat's purchase. The Grant can be used to reduce the mortgage loan (if applicable) at key collection of the Flat. The Grant shall not be used to pay for, whether in full or in part, the minimum cash downpayment (if any) and/or the stamp/ registration fees or conveyancing fees for the Flat's purchase.

8.3 DISPOSAL OF FLAT

Upon disposal of the <u>Flat</u>, the Grant will be part of the CPF monies that the recipients have to return to their CPF Account. The first \$60,000 (applicable for families), or any other amount which the HDB may in its sole and absolute discretion determine from time to time will be credited to the CPF Ordinary Account. Any excess amount will be credited to the CPF Special Account / Retirement Account and Medisave Account. The return, use and withdrawal of the CPF money are governed by the CPF Act, any legislation and any rules or regulations that may be made, promulgated or are in force from time to time, as well as the CPF Board's prevailing policies.

8.4 OTHER CONDITIONS

- (a) For applications under the Fiancé/ Fiancée Scheme, both the applicant or applicant/ recipient and his/ her fiancé/ fiancée must be unmarried, widowed or divorced (with Divorce Certificate/ Decree Nisi Absolute/ Certificate of Making Interim Judgment Final (Divorce/ Nullity) granted) at the time of the Flat's application. They must produce, without demand, their Marriage Certificate for inspection by the HDB within 3 months after taking possession of the Flat.
- (b) If the marriage of the applicant/ recipient and his spouse (who is either an applicant or listed as family member) is subsequently annulled, the Step-Up CPF Housing Grant (with interest) must be repaid to the HDB. In addition, the HDB may require the Flat to be surrendered to the HDB based on the HDB's prevailing policies, rules and regulations.
- (c) Applicants who are second-timer public rental tenants are required to go through additional assessments to aid in assessing their eligibility for the Grant
- (d) In the event that any applicant/ recipient, any family members or any other person listed in the Flat's application and/ or the Step-Up CPF Housing Grant application:
 - (i) breaches any of the Conditions of the Scheme;
 - (ii) makes any false declaration for the purpose of purchasing the flat or obtaining the Step-Up CPF Housing Grant;
 - gives any false information or suppress information in the application form for the purchase of the flat or in the application for the Step-Up CPF Housing Grant or in any other written forms/ undertakings;
 - (iv) is or becomes or renders himself ineligible to buy or retain the flat; and/ or
 - is or becomes or renders himself ineligible for the Step-Up CPF Housing Grant

the HDB may, without prejudice to any other rights, cancel the flat's application and/ or the Step-Up CPF Housing Grant application, compulsorily acquire the Flat and/ or recover the Step-Up CPF Housing Grant (with interest).

Without prejudice to the above or anything herein or any other rights of the HDB, if the applicant or applicant/ recipient chooses to cancel the flat's application with the approval of the HDB or if the Flat's application is cancelled for any reason whatsoever or if the applicant or applicant/ recipient fail to sign the Agreement for Lease and/or take possession of the Flat in accordance with the terms of the Agreement for Lease or within the period stipulated by the HDB when required by the HDB to do so, the recipient must return the Step-Up CPF Housing Grant (with interest) to the HDB upon the cancellation of the Flat's application.

The HDB has the right to recover the Step-Up CPF Housing Grant (with interest) if the Flat or any interest therein is sold, transferred, assigned or otherwise disposed of by the Flat's applicant or by any mortgagee or any other person on or before the expiration of the 5-year (10 years for Prime Location Public Housing flats) or such other minimum occupation period as may be determined from time to time by the HDB in its sole and absolute discretion.

The sale and purchase of the Flat under the Step-Up CPF Housing Grant Scheme is subject to the HDB's prevailing policies, rules and regulations.

If the spouse/ fiancé/ fiancée has not been given the Step-Up CPF Housing Grant due to any reason whatsoever, e.g. he/ she is not listed in the Flat at the time of submission of the application for the Step-Up CPF Housing Grant, he/ she will not be given the Step-Up CPF Housing Grant subsequently under any circumstances whatsoever, even if he/ she subsequently include in the Flat. In addition, he/ she will also not be eligible for any Step-Up CPF Housing Grant thereafter for any reason whatsoever.

Anyone who had already received the Step-Up CPF Housing Grant will not be eligible for another Step-Up CPF Housing Grant for any reason whatsoever.

Unless otherwise determined by the HDB in its sole and absolute discretion and subject to the HDB's prevailing policies, rules and regulations, interest payable on the Step-Up CPF Housing Grant under the Conditions of the Scheme is computed based on what the Step-Up CPF Housing Grant would have earned in the CPF OA from the date the Step-Up CPF Housing Grant was disbursed to the end of the month in which payment is made, provided always that the HDB reserves the right to vary the computation from time to time in accordance with prevailing policies, rules and regulations.

Notwithstanding and without prejudice to anything herein,

(a) the HDB shall have the right to recover the Step-Up CPF Housing Grant (with interest) in its sole and absolute discretion at any time on written demand to the

recipients and when HDB exercises the said right or otherwise under the Conditions of the Scheme, the HDB shall be entitled in its sole and absolute discretion to deem that the recipients have not fulfilled or otherwise breached the Conditions of the Scheme. The right shall include but is not limited to the right to instruct, without the need for any authorization by the recipients, the CPF Board to deduct and pay to the HDB the outstanding grant with interest, from the CPF monies standing in the recipients' CPF Ordinary Accounts. In the event of insufficient funds in the recipients' CPF Ordinary Accounts at the point of deduction, the recipients shall pay the shortfall in cash to the HDB.

- (b) If the Step-Up CPF Housing Grant (with interest) or any part thereof remains unpaid or outstanding after written demand for payment by the HDB, whether under the Conditions of the Scheme or otherwise, at any time as the HDB deems fit in its sole and absolute discretion, this shall constitute a debt owed by the recipient to the HDB/ Government.
- (c) The HDB shall be entitled to commence enforcement action, including compulsory acquisition of the Flat, against the recipients to recover the full outstanding debt (inclusive of interest) without further notice to the recipients. In addition, the recipients shall indemnify the HDB from and against all damages, losses, costs and expenses, including all legal costs on a solicitor and client basis.
- (d) The recipient and his/ her spouse/ fiance/ fiancee (even if the spouse/ fiance/ fiancee is not a recipient) will not be allowed to buy any HDB/ DBSS flat or Executive Condominium unit, or take over the lease of an existing flat/ unit until all amounts outstanding and payable to the HDB have been paid in full.

In the event of any inconsistency between the Conditions of the Scheme and the General Conditions for purchase of a flat under the applicable sales exercise or any other terms and conditions as may be applicable or laid down by the HDB from time to time relating to the sale and purchase of an HDB flat, the Conditions of the Scheme shall prevail unless otherwise determined by the HDB in its sole and absolute discretion.

The HDB reserves the right to add, delete and/ or vary any of the Conditions of the Scheme at any time it deems fit.

9 SIGNING AGREEMENT FOR LEASE

9.1 The construction of a BTO project and the sale of flats in this project will proceed only after a certain number of flats in the BTO project have been booked. The minimum number of flats to be booked shall be determined by HDB in its absolute discretion and its decision shall be final and conclusive. HDB will assess the minimum number of flats to be booked for each BTO project offered for sale independently.

- 9.2 Once the number of flats booked for a BTO project exceeds the minimum number, applicants will be invited to sign the Agreement for Lease and pay a downpayment. In addition, they have to pay legal and stamp fees on the purchase price.
- 9.3 Within nine (9) months after obtaining the Option to Purchase:
 - (a) Applicants who are taking a mortgage loan from HDB or not taking a mortgage loan will have to pay 10% of the purchase price of the flat as downpayment; and
 - (b) Applicants who are taking a mortgage loan from banks or financial institutions licensed by the Monetary Authority of Singapore (MAS) will have to pay 20% of the purchase price of the flat as downpayment.
- 9.4 Applicants who are taking a mortgage loan from banks or financial institutions licensed by the Monetary Authority of Singapore (MAS), will have to comply with the prevailing regulations and guidelines imposed by MAS and the respective banks or financial institutions including stipulations relating to the Loan-To-Value (LTV) limit and <u>cash downpayment</u>.

10 TAKING POSSESSION OF FLAT

- 10.1 Applicants are required to pay the balance purchase price (inclusive of premium or levy, where applicable), before they can take possession of the flat. They may use their CPF or cash savings and/or mortgage loan to pay the balance purchase price (inclusive of premium or levy, where applicable and subject to CPF Board's and the mortgagee bank's approvals). Payment of levy and accrued interest due to HDB, must be made in cash.
- 10.2 Payment for the Balance of the Purchase Price
 - (a) For 99-year lease 2-room Flexi flat

 Applicants are required to pay the balance purchase price (inclusive of premium or levy, where applicable), before they can take possession of the flat. They may use their CPF or cash savings and/or mortgage loan to pay the balance purchase price (inclusive of premium or levy, where applicable and subject to CPF Board's and the mortgagee bank's approvals). Payment of levy and accrued interest due to HDB, must be made in cash.
 - (b) For short-lease 2-room Flexi / Community Care Apartment
 - (i) No mortgage loan is granted to buy the short-lease 2-room Flexi flat and Community Care Apartment. Applicants are required to pay the balance of the full purchase price and the resale levy (if this applies) before taking possession of the flat.
 - (ii) Applicants may use more CPF savings (if the CPF Board agrees), after they have set aside the Basic Retirement Sum.

For more details, please visit the CPF Board's website at www.cpf.gov.sg

10.3 Payment of Basic Service Package for CCA

- (a) Applicants may choose between two payment plans for the Basic Service Package as provided for in the Basic Service Package Agreement signed between the Applicants and the service operator appointed by MOH.
- (b) Applicants who choose the monthly payment option shall be required to arrange for electronic payment, such as GIRO or such other payment method as may be advised, to the service operator throughout the lease term in advance on a monthly basis and shall be required to make an upfront payment of comprising security deposit and first month fee under the Basic Service Package before taking possession of the flat.
- (c) Applicants who choose the 3-year upfront payment option shall be required to arrange for electronic payment, such as GIRO or such other payment method as may be advised, to the service provider throughout the lease term in advance on a 3-yearly basis, and shall be required to make an upfront payment being payment in advance under the Basic Service Package for the first 3 years before taking possession of the flat.

If Applicants fail to pay for the Basic Service Package as provided for in the Basic Service Package Agreement signed between the Applicants and the service operator appointed by MOH, their flat application will be cancelled/Agreement for Lease repudiated and Clauses 11.2 and 11.3 on flat cancellation/repudiation of Agreement for Lease will apply accordingly.

10.4 Disposal of Existing Flat / Property

- (a) An applicant or occupier listed in the application who is an owner of an existing HDB flat (including Design, Build & Sell Scheme (DBSS) flat), must dispose of /relinquish his/ her interest in the existing flat within <u>6 months</u> from taking possession of the new flat. The disposal/ relinquishment of the existing flat is subject to HDB's approval and prevailing policies, rules and regulations. Any HDB approvals for the existing flat to be rented out will also be revoked after six months from the date of taking possession of the new flat.
- (b) Applicants or occupiers who are existing tenants of an HDB rental flat must terminate the tenancy and surrender vacant possession of the rental flat to HDB within <u>4 months</u> from taking possession of the new flat.
- (c) Applicants buying 2-room Flexi flat on short lease or Community Care Apartment and their occupier listed in the application who own and have an interest in a private property (if this applies) must dispose of any interest in the private property within <u>6 months</u> from taking possession of the new flat.

If you provided us with personal data:

a) where appropriate, we may use and/ or share necessary data with other Government agencies (including statutory boards), so as to improve the discharge of public functions (including but not limited to contacting you to

- participate in surveys), and to serve you in the most efficient and effective way unless such sharing is prohibited by law.
- b) we may share your personal data with non-Government entities that have been authorised to carry out specific Government services. We will NOT share your personal data with other non-Government entities without your consent except where such sharing complies with the law; and/ or
- c) for your convenience, we may also display to you data you had previously supplied us or other Government Agencies (including statutory boards). This will speed up the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date or inaccurate, please supply us the latest data.

Please contact us via our e-feedback form if you:

- a) have any enquiries of feedback on our data protection policies and procedures; and/ or
- b) need more information on or access to data which you have provided directly to us in the past.

11 AFTER TAKING POSSESSION OF FLAT

- 11.1 The applicant shall pay all rates, taxes, and charges imposed on the flat after the actual date of completion of the purchase.
- 11.2 The applicant shall not transfer, assign, mortgage, rent out or part with the possession of the flat or any part of the flat without the prior written consent of HDB.
- 11.3 The applicant shall keep in good and tenable repair and condition the interior of the flat including all fixtures and fittings.
- 11.4 The applicant shall notify HDB and obtain its prior written consent from the respective HDB Branch before making any alterations or additions to the flat.
- 11.5 The applicant must observe and comply with all lease administration conditions and policies for ownership of flats, which include the following:
 - (a) Subject to the prior written approval of HDB, the applicant and other essential occupiers must physically and continuously occupy the flat for a 5-year minimum occupation period (10-year minimum occupation period for Prime Location Public Housing flat) before he can apply to sell it in the open market or to rent out the whole flat (not applicable to Prime Location Public Housing flat as the whole flat cannot be rented out throughout the ownership).
 - (b) All applicants and occupiers listed in the flat cannot invest in private residential property, in Singapore or overseas, during the 5-year minimum occupation period of the flat (10-year minimum occupation period for Prime Location Public Housing flat).

- (c) Applicant and other essential occupiers cannot submit or be included in an application to purchase another flat directly from the HDB or a new Executive Condominium from the developer during the 5-year minimum occupation period (10-year minimum occupation period for Prime Location Public Housing flat).
- (d) If the applicant rent out the whole flat (not applicable to 2-room Flexi flat on short lease and Community Care Apartment, as they are not eligible to rent), the rental period will not be included in computing the 5-year (10 years for Prime Location Public Housing flats) minimum occupation period. Prime Location Public Housing flat applicant and other essential occupiers are not allowed to rent out the whole Prime Location Public Housing flat throughout the ownership. HDB shall have the sole discretion to determine the computation of the minimum occupation period.
- (e) Applicant must inform HDB of any changes to his household composition in the flat, including changes in marital status.
- (f) Applicant and other essential occupiers have to comply with such other conditions as determined by HDB from time to time.
- 11.6 Due to the additional subsidies given for purchase of the Prime Location Public Housing Flat (except 2-room Flexi on short lease) the Flat owners must pay to HDB a fixed percentage of (known as a subsidy recovery amount):
 - (a) the higher of the resale price or the valuation (where HDB assesses that a valuation is required at its sole discretion) of the whole Flat, when they dispose of the Flat by way of resale (in whole or part); or
 - (b) the valuation of the Flat (where the consideration for the surrender or compulsory acquisition under the Housing and Development Act 1959, 2020 Revised Edition is based on the valuation, if so determined by HDB at its sole discretion), when they dispose of the Flat by way of surrender or if the flat is compulsorily acquired by HDB under the Housing and Development Act 1959, 2020 Revised Edition; or
 - (c) the valuation of the lease of the Flat to be sold to HDB under the Lease Buyback Scheme (LBS), when they undergo the LBS transaction.

The payment of the subsidy recovery amount based on the formula above, is a means for HDB to recover the additional subsidies upon disposal of any interest in the Flat or if the flat is compulsorily acquired by HDB. This is in addition to any resale levy which may be payable.

In the case of joint tenancy, all owners of the Flat will be equally liable for the subsidy recovery amount. As for tenancy-in-common, all owners will be liable for the subsidy recovery amount according to their shares in the Flat. Should any owner(s) pass on before the disposal of any interest in the Flat, the full liability for the subsidy recovery amount will fall on the remaining owner(s); and/or the administrator/executor of the late owner's estate; and/or any persons who acquired an interest in the Flat by way of inheritance or gift, upon disposal of any interest in the Flat. Should any owner(s) transfer his/her interest in the Flat, the full liability for the subsidy recovery amount will fall on the remaining and/or new owner(s), upon disposal of any interest in the Flat, except by way of another transfer.

- 11.7 The payment of the subsidy recovery amount in Clause 10.6 upon the disposal of any interest in the Flat will be prioritised ahead of all other charges/deductions/refunds (e.g. refund of CPF/outstanding mortgage loan etc) except for any outstanding property tax. If there are insufficient proceeds for the payment of the subsidy recovery amount, the shortfall will be treated as a debt owing to HDB by all owners and/or the administrator/executor at the point of disposal.
- 11.8 If the subsidy recovery amount under Clause 10.6 is not fully paid, HDB reserves the right to revoke its consent to the disposal of any interest in the Flat.
- 11.9 If the applicants fail or refuse to comply with Clauses 10.5, HDB has the right to compulsorily acquire the Flat under the Housing & Development Act 1959, 2020 Revised Edition or recover the subsidy recovery amount under Clause 10.6 as a debt and HDB will be claiming from the applicants all costs and expenses (including but not limited to legal costs and administrative fee).
- 11.10 Prime Location Public Housing flats may only be sold or transferred or otherwise disposed to buyers (or such other persons as may be acquiring the flat or an interest in the flat) who meet the prevailing eligibility conditions for the purchase of flats directly from HDB and/ or other conditions, as determined by HDB.

12 FORFEITURE AND WAIT-OUT PERIOD UPON REJECTION OF FLAT

12.1 Before Signing Agreement for Lease
If the applicant rejects the booked flat before he/ she signs the Agreement for Lease, his/ her application will be cancelled and applicants will forfeit the option fee

12.2 After Signing Agreement for Lease

If the applicant rejects the booked flat after he/ she signs the Agreement for Lease, his/ her application will be cancelled and applicants will forfeit a sum equivalent to 5% of the purchase price of the flat.

- (a) Where the downpayment is paid using applicants' CPF savings, HDB will refund the balance downpayment (if any) to applicants' respective CPF Account. IRAS will process the refund of stamp fees paid using CPF savings, subject to approval.
- (b) Where any part of the balance downpayment is paid in cash, HDB will make the refund to the applicants' bank account. All applicants must sign and submit a Letter of Authorisation specifying the proportion of the refund. The refund of the balance downpayment paid in cash will be made to the bank account via Interbank GIRO based on the details provided by the applicants.
- (c) IRAS will process the refund of stamp fees paid in cash, subject to approval. The refund for any stamp fee using paid in cash will be via cheque and

based on the proportion specified by the applicants in the Letter of Authorisation.

12.3 One-year Wait-out Period

Regardless of whether the applicant rejects the booked flat before or after signing the Agreement for Lease, all applicants and essential occupiers listed in the flat application will have to wait out one year before they can apply for another subsidised housing. This shall be without prejudice to any other actions which HDB may take under other clauses.

During the one-year wait-out period, which starts from the date of cancellation of the flat application, the applicants and essential occupiers of the cancelled application are not allowed to submit any application or be included as essential occupiers in any application for subsidised housing, which includes:

- (a) buying a subsidised flat from the HDB;
- (b) buying a resale flat with a CPF Housing Grant (including an Enhanced CPF Housing Grant);
- (c) buying an Executive Condominium (EC) unit from the developer;
- (d) buying a resale flat that has been announced for Selective En bloc Redevelopment Scheme (SERS)

13 TAGGING FOR ENJOYMENT OF SUBSIDIES

HDB will tag you and the essential member(s) in your HFE letter application who have enabled you to qualify under an eligibility scheme for the enjoyment of housing subsidies, when you purchase a flat from HDB or receive CPF housing grants for a resale flat purchase. If you take up a housing loan from HDB for the flat purchase, HDB will tag all applicant(s) and the spouse(s)/fiancé(s)/fiancée(s) for the enjoyment of the mortgage subsidies.

HDB has the sole and absolute discretion to determine the essential member(s) in your HFE letter application in accordance with the prevailing policies, rules and regulations. Without prejudice to the generality of the aforementioned, the essential member(s) are defined as follows:

- (a) Purchase of a 2-room Flexi flat, 3-room or bigger flat from HDB, or resale flat with CPF Housing Grant for Family:
 - (i) Applicant and his/her spouse;
 - (ii) Single applicant and his/her parent(s);
 - (iii) Widowed or divorced applicant and at least one child under his/her legal custody, care and control;
 - (a) If the custody, care and control of the child(ren) under the age of 21 is shared with another person, the applicant must obtain the written agreement of this person before listing the child(ren) in the HFE letter application.

- (iv) Single applicant and one of his/her siblings who is an orphan and single, if their parents are deceased; or
 - (a) At least one of their deceased parents must be an SC or SPR and a copy of the parents' Death Certificates must be submitted to HDB for verification.
 - (v) Applicant and his/her fiancé/fiancée.
 - (a) Both the fiancé and fiancée must be unmarried, widowed or divorced (with Decree Nisi Absolute/ Final Judgment Decree & Certificate of Divorce from the Syariah Court) at the time of the HFE letter application.
 - (b) The fiancé/fiancée couple must submit their Marriage Certificate to HDB within three (3) months of taking possession of the flat.
 - (c) If either fiancé/fiancée is at least 18 but below 21 years old, the written consent of his/her parents or guardians must be submitted with the HFE letter application.
- (b) Purchase of a 2-room Flexi flat from HDB on 99-year lease (in eligible projects/locations to be announced at sales launch), or resale flat with CPF Housing Grant for Singles:
 - (i) Single applicant(s), who must be at least 35 years old at the time of the HFE letter application; or
 - (ii) Single applicant, who must be at least 35 years old at the time of the HFE letter application, and his/her non-resident spouse.
 - (a) If the single applicant is at least 21 but below 35 years old, the non-resident spouse must submit his/her valid long-term Visit pass or Work Pass with at least six (6) months' validity with the HFE letter application.
- (c) Purchase of a 2-room Flexi flat on short lease
 - (i) Single applicant(s), who must be at least 55 years old at the time of the HFE letter application; or
 - (ii) Applicant and his/her spouse, who must be at least 55 years old at the time of the HFE letter application.

Note:

The acceptance of any application does not constitute an approval for the purchase of a flat from HDB. Applicants' eligibility to buy a flat will be assessed under the prevailing policies, rules and regulations. Applicants are required to produce relevant supporting documents to confirm their eligibility for the flat purchase as and when required to do so.

Applicants who are lacking in mental capacity to understand the nature and consequences of the flat transaction they are entering into, will have to appoint a Deputy under the Mental Capacity Act to act on their behalf. HDB reserves the right to cancel application or remove an applicant's name from the application, if the applicant is found to be lacking in mental capacity.

HDB has the right to reject any application or delete any person's name from the application without assigning any reason. If HDB deems that the applicant is not eligible to apply for an HDB flat or becomes ineligible to retain the application under HDB's prevailing policies / conditions in force from time to time, the application will be cancelled and all monies paid will be forfeited, at the sole discretion of HDB.

The General Conditions For Purchase of A Flat Under Build-To-Order System (BTO) contained in this form are current and subject to changes from time to time. HDB reserves the right to add, delete and/or vary the terms and conditions at any time. All decisions by HDB shall be final and conclusive.

Words importing the singular number or the masculine gender herein shall include the plural number or the feminine gender where applicable.

CAUTION: IN ADDITION TO OTHER REMEDIES, THE HOUSING & DEVELOPMENT ACT 1959, 2020 REVISED EDITION PROVIDES THAT ANY PERSON WHO MAKES A FALSE STATEMENT IS LIABLE ON CONVICTION TO A FINE NOT EXCEEDING \$5,000 OR IMPRISONMENT FOR A TERM NOT EXCEEDING 6 MONTHS OR BOTH.

The HDB reserves the right to debar any person who makes a false statement from buying a flat* or taking over ownership of a flat* by way of transfer, being included as an essential occupier of a flat* or taking up an HDB housing loan for a period of 5 years from the date of cancellation of the application or the date of approval to compulsorily acquire the HDB flat. Any existing application registered in the HDB's rental waiting list will also be cancelled.

* includes a unit to be bought under the Executive Condominium Housing Scheme