



GENERAL CONDITIONS FOR PURCHASE OF COMMUNITY CARE APARTMENT UNDER BUILD-TO-ORDER SYSTEM (BTO)

1. [APPLICATION CONDITIONS AND PROCEDURES](#)
 - 1.1 [Submission of Application Form](#)
 - 1.2 [Points to note for First-timer applicants](#)
 - 1.3 [Points to note for Second-timer Applicants, households who have enjoyed two housing subsidies and private property owners](#)
 - 1.4 [Points to Note for Buying an HDB flat with a Co-applicant](#)
 - 1.5 [Documents to Submit](#)
 - 1.6 [Correspondence Address of Applicants](#)
 - 1.7 [Payment for Flat](#)

2. [KEY POINTS TO NOTE FOR COMMUNITY CARE APARTMENT](#)

3. [ELIGIBILITY CONDITIONS](#)
 - 3.1 [Eligible Family Nucleus](#)
 - 3.2 [Citizenship Requirement](#)
 - 3.3 [Payment of \\$10,000 Premium](#)
(For First-timer Singapore citizen / Singapore permanent resident (SC/SPR) households only)
 - 3.4 [Age](#)
 - 3.5 [Income Ceiling](#)
 - 3.6 [Financing](#)
 - 3.7 [Owning and having an interest in property](#)
 - 3.8 [Additional Amount Payable](#)
 - 3.9 [Payment of Premium or Levy](#)
 - 3.10 [Wait-out Period](#)
 - 3.11 [Ownership of a Resale Flat](#)
 - 3.12 [Basic Service Package](#)

4. [OTHER CONDITIONS](#)
 - 4.1 [No withdrawal of Essential Occupier](#)
 - 4.2 [Change of Applicant / Occupier](#)
 - 4.3 [Outstanding Debts Owing to HDB](#)
 - 4.4 [Debarment](#)
 - 4.5 [Ethnic Classification](#)

5. [PRIORITY FLAT ALLOCATION / JOINT BALLOTING](#)
 - 5.1 [Important Notes](#)
 - 5.2 [Priority flat allocation for care needs](#)
 - 5.3 [Joint balloting](#)
 6. [SELECTION OF FLAT](#)
 7. [SIGNING AGREEMENT FOR LEASE](#)
 8. [TAKING POSSESSION OF FLAT](#)
 - 8.1 [Payment for the Balance of the Purchase Price](#)
 - 8.2 [Payment for Basic Service Package](#)
 - 8.3 [Disposing of Existing Flat/Property](#)
 9. [TAKING POSSESSION OF FLAT](#)
 10. [FORFEITURE AND WAIT-OUT PERIOD UPON REJECTION OF FLAT](#)
 - 10.1 [Before Signing Agreement for Lease](#)
 - 10.2 [After Signing Agreement for Lease](#)
 - 10.3 [One-year Wait-out Period](#)
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1. APPLICATION CONDITIONS AND PROCEDURES

The Community Care Apartment is a joint offering by the Ministry of National Development (MND), Ministry of Health (MOH) and Housing & Development Board (HDB). 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 3.12).

1.1 Submission of Application Form

- (a) Applications must be submitted electronically via the HDB InfoWEB for buying a flat under the Build-To-Order (BTO) exercise. A \$10 administrative fee is payable by credit card (MasterCard/ Visa only) or by scanning the QR code using any of the supporting mobile payment apps such as DBS PayLah!, POSB/DBS Digibank, UOB Mighty and OCBC Pay Anyone.
- (b) The applicant and any family member listed in the application can only submit one application under this BTO exercise. If the applicant or any member listed in the application is listed in more than one application, all the applications will be disqualified.
- (c) Applicants can only apply for one town/estate and flat.

- (d) Applicants who have earlier booked a flat from HDB or an Executive Condominium (EC) unit from a developer but wish to participate in this BTO exercise will have to cancel their booking first, before submitting a new application under this exercise (subject to current eligibility conditions). The usual forfeiture for such cancellation will apply and the applicants and essential occupiers will not be eligible to apply for another flat from HDB within one year after cancellation of booking of the flat.
- (e) All applicants who have a chance to book a flat based on their balloted queue number will be deemed successful in their flat application.
- (f) Any request for cancellation of an application for this BTO exercise 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 balloting process and be assigned a queue number, where applicable. If the applicant has a chance to book a flat based on his/ her balloted queue number, it will be treated as one successful application.
- (g) 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-timer Applicants

- (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.

- (b) Applicants who have a chance to book a flat based on his/her balloted queue number will be deemed successful in their flat application.
- (c) Applicants who do not book a flat after two (2) successful attempts 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.

1.3 Points to note for Second-timer, households who have taken two housing subsidies and private property owners

- (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 two (2) successful attempts, the household will not be allowed to participate in any HDB sales exercises, for a period of one year.

The terms mentioned in 1.3 (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 (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the various forms of 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 flat application).

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

If you buy a flat with a co-applicant (for example, parent or child) and should any of the owners wish to withdraw his/her ownership in the flat subsequently, the remaining owners will need to meet the eligibility criteria to retain the flat and have sufficient finances for the following:

- (a) To discharge and/or refinance the outstanding mortgage loan (if any);
- (b) To pay the cash consideration (if any);
- (c) To refund the entire sum of CPF savings used (including accrued interest) to the outgoing owner; and
- (d) To pay the fees involved in the transaction.

1.5 Documents to Submit

Applicants must submit the following documents for all persons listed in the Application Form for verification and registration of the application when requested by HDB:

- (a) Copy of foreign Birth Certificates for births outside of Singapore: for proof of relationship
- (b) Copy of Passport for Non-citizen family members to verify residential status in Singapore
- (c) Income Documents:
 - (i) Employed Persons
 - (1) Payslips for the 3 months preceding the month of application; or
 - (2) An income letter from employer (which must bear the company's letterhead or stamp and the name and designation of the signatory) stating the gross monthly income of the employed person for the 3 months preceding the month of application.
 - (ii) Self-Employed Persons
 - (1) Latest Notice Of Assessment (NOA) from The Inland Revenue Authority of Singapore (IRAS); or
 - (2) Certified Annual Statement of Accounts from an Audit Firm; and
 - (3) Valid Accounting & Corporate Regulatory Authority (ACRA) Computer Information (Business Profile) / Valid license of business / trade; and
 - (4) Undertaking confirming the average gross monthly income for the 6 months preceding the month of application.
 - (iii) Commission-based Persons
 - (1) Commission statements/ Payslips for the 6 months preceding the month of application; or
 - (2) An income letter from employer (which must bear the company's letterhead or stamp and the name and designation of the signatory) stating commission income/ salaries for the 6 months preceding the month of application.
 - (iv) Part-time Worker
 - (1) Monthly-rated part-time employee with fixed monthly salary must submit a letter from employer stating his/her permanent staff status and salaries for the 6 months preceding the month of application (which must bear the company's letterhead or stamp and the name and designation of the signatory).
 - (2) Hourly-rated part-time employee with variable salary must submit payslips for the 6 months preceding the month of application or Letter from employer (which must bear the company's letterhead or stamp and the name and designation of the signatory) stating salaries for the 6 months preceding the month of application.
 - (v) Odd-Job Worker
 - (1) Latest Notice Of Assessment (NOA) from IRAS; or
 - (2) An income letter from employer stating salaries for the 6 months preceding the month of application.

- (vi) Full-time student
Letter from an educational institution confirming the student’s enrolment in a full-time programme.
- (vii) Full-time National Servicemen
SAF 11B (Identity Card) or a letter from the relevant ministry.
- (viii) Unemployed Persons
Undertaking confirming the employment status and the period of unemployment/ previous employment within the assessment period (where applicable).

Note:

- Applicable to applicants and occupiers between 18 and 62 years old who are unemployed.
- If the applicants and occupiers are unemployed for shorter than the 3 preceding months, the average income will be computed based on the number of actual months he/she has worked.

- (d) Copy of Student Pass or Letter from School/ College /Institute of Learning for persons who are 18 years old and above: to confirm student status.
- (e) Copy of Marriage Certificate for overseas registered marriages/ Deed of Separation/ Divorce Documents (if applicable): to verify marital status.
- (f) Copy of Death Certificate of spouse (if applicable): to verify demise of spouse.

Note: HDB shall have the right to rely on its own records and/ or the records of other relevant authorities to obtain or verify any information relating to or in connection with the application. In this regard, HDB also reserves the right to write to and request information from all the applicants.

The applicant must produce the original documents whenever required. He must also submit any other documents requested by HDB. HDB has the right to cancel/ not register the application if the applicant fails to submit any documents as required.

1.6 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”.

1.7 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) <u>During flat Selection</u>	Option Fee of \$500 before HDB grants an Option to Purchase

(ii) <u>Before Signing Agreement for Lease</u>	<u>Downpayment, related stamp duty and conveyancing fees to the appointed solicitor before the expiry of the Option</u>
(iii) <u>Before taking possession of flat</u>	<u>Resale levy (for second-timer applicants)</u> <u>Balance purchase price, related stamp duty and conveyancing fees to the appointed solicitor</u> <u>The required upfront payment as provided for in the Basic Service Package Agreement signed between the flat applicants and service operator appointed by MOH</u>

- b) HDB will notify the applicants via SMS/email when the payments (including the required upfront payment as provided for in the Basic Service Package Agreement) are due. Payments will be via the payment modes specified by HDB in the SMS/ email notification.

If full payment (including the required upfront payment as provided for in the Basic Service Package Agreement) is not received when due (e.g. before the appointment to take possession of flat), HDB reserves the right to cancel the reserved appointment.

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.

2. KEY POINTS TO NOTE FOR COMMUNITY CARE APARTMENT

The Community Care Apartment 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 flat 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 flat 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 6.3.)

- (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 5.2.)

(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 5.3.)

(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
- (iii) applicant(s) or any person listed in the Application Form or their spouse(s) have an interest in private property; or
- (iv) 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 applying to buy an HDB flat, or between the date of the 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.

3. ELIGIBILITY CONDITIONS

3.1 Eligible Family Nucleus

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 application.

3.2 Citizenship Requirement

Each family nucleus must comprise at least two Singapore citizens (SC/SC) or 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.

3.3 Payment of \$10,000 Premium

(For First-timer Singapore citizen/ Singapore permanent resident (SC/SPR) households only)

(a) Definition of SC/SC & SC/SPR household

An SC/SC household is one where the applicant is an SC and the spouse, child or parents listed in the flat application is also an SC.

An SC/SPR household is one where the applicant is an SC and the other family members listed in the flat application are SPRs.

(b) Payment of \$10,000 Premium

First-timer SC/SPR households must pay a \$10,000 premium on top of the purchase price of the new HDB flat.

(c) Conversion to SC/SC household

An SC/SPR household who has paid the premium in 3.3(b) above and has not taken possession of the new HDB flat, can request to update the household status to an SC/SC household when:

- (i) the SPR spouse originally listed in the flat application subsequently becomes an SC, or
- (ii) an SC child is born to the SC applicant and SPR spouse who are originally listed in the flat application, or
- (iii) the SPR parents/child/sibling[#] originally listed in the flat application subsequently becomes a SC.

(# conversion of sibling to SC to qualify for the citizen Top-Up applies only to flats purchased under the Orphans Scheme, citizen/SPR Siblings Scheme and Non-citizen Spouse Scheme.)

Request for update to SC/SC household can be made at any time before taking possession of the new flat.

Upon updating to an SC/SC household, an amount of \$10,000 will be deducted from the purchase price of the flat (plus premium) and the same will be adjusted accordingly.

3.4 Age

All applicants and their spouse(s) are at least 65 years old at the time of application.

3.5 Income Ceiling

Applicants will be eligible to buy a Community Care Apartment, if:

- (i) the total average gross monthly income of all persons listed in the Application Form is not more than \$14,000 as at the time of application; and
- (ii) all the applicants and their spouses are at least 65 years old at the time of application; and
- (iii) the application is made by a first or second-timer household; or
- (iv) 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 Financing

No mortgage loan is granted to buy the Community Care Apartment.

3.7 Owning and having an interest in property

Applicants are eligible to buy a Community Care Apartment, if any applicant or any person listed in the Application Form or their spouse(s):

- (i) own any other flat, house, building or land, or have an estate or interest in any flat, house or land; or
- (ii) have within 30 months before the date of applying to buy an HDB flat, or between the date of the application and the date of completing the purchase, bought, transferred or sold any flat, house, building or land, or any interest in it.

If any applicant or any person listed in the Application Form or their spouse(s) still own the property mentioned in 3.7(i), legally the applicant or the person listed in the application must dispose of any interest in the private property within six months from the date of collection of the keys to the new flat.

Conditions 3.7(i) and 3.7(ii) 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.

3.8 Additional Amount Payable

An applicant will need to pay \$30,000 in addition for a Community Care Apartment, if:

- (a) the application is a first-timer household and the applicant(s) or any person listed in the Application Form or their spouse(s) have an interest in private property; or

- (b) the application is a first-timer household and the 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 applying to buy an HDB flat, or between the date of the application and date of completing the purchase, bought, transferred or sold any flat, house, building or land, or any interest in it.

The additional amount payable will be adjusted accordingly to the lease chosen.

3.9 Payment of Premium or Levy

Applicants must pay any premium or resale levy (capped at \$30,000) due to HDB if the applicant(s) or any essential family members listed in the application form or their spouse(s) have taken one or two housing subsidies (please refer to clause 1.2(a)(i) to 1.2(a)(vi) on the forms of housing subsidies). The premium or levy will be adjusted according to the term of lease chosen. If the premium or levy or any part thereof remains unpaid by the applicant/spouse, this shall constitute a debt due to HDB.

3.10 Wait-out Period

- (a) Existing Owner or Ex-owner of an HDB 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 this application.
- (b) Essential occupier of an Existing HDB 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 this 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 twice
Second-timer applicants 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.

3.11 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 this application.

An applicant who has booked a flat in a Build-To-Order, Sale of Balance Flats, Re-offer 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.

3.12 Basic Service Package

(a) Applicants will be eligible to buy a Community Care Apartment, if they subscribe to the Basic Service Package with the service operator appointed by the MOH. Details of 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 flat 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 10.1, 10.2 and 10.3 for flat booking cancellation will apply accordingly.

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 in the new flat during the 5-year occupation period. 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.

4.3 Outstanding Debts Owing to HDB

If there are any outstanding debts or monies owing to HDB by any person listed in the flat application, the applicant must settle such debts and pay any administrative charge as determined by HDB, before he/ she can proceed to buy or take possession of the new flat.

Where an applicant or occupier listed in the Application is required to pay a cash sum arising from the forfeiture of the registration deposit, under a previous application under

the Fiancé/Fiancée Scheme, he/ she must pay such cash sum and interest thereon as may be determined by HDB before his/ her application can be considered.

4.4 Debarment

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

4.5 Ethnic Classification

If a couple/ 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 applicants' or their 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 a 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.

5 PRIORITY FLAT ALLOCATION / JOINT BALLOTING

5.1 Important Notes

Applicants may apply for priority flat allocation and/or joint balloting. The conditions for the priority flat allocation and joint balloting (known as the 'Conditions of the Scheme') shall be in addition to all of HDB's conditions of purchase and sale under the Build-To-Order System (BTO). In the event of any inconsistency between the Conditions of the Scheme and the General Conditions For Purchase Of A Flat Under Build-To-Order System (BTO), the Conditions of the Scheme shall prevail.

In the event of death, divorce or separation of any person listed in the application after approval of the application under any of the Scheme, 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 a Community Care Apartment under any of the Schemes, his/ her application will be cancelled and all monies paid will be forfeited.

If the applicant breaches any of the conditions of Schemes or makes any false declaration / misrepresentation under any of these Schemes for the purchase of a Community Care Apartment 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 Community Care Apartment, HDB will compulsorily acquire or determine the Lease of the Community Care Apartment and all monies paid towards the flat will be forfeited.

5.2 Priority flat allocation for care needs

Applicants will need to state their request for priority flat allocation in their online 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 (Email: mohh.cca@mohh.com.sg) 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)

5.3 Joint balloting

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 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 Applicants' eligibility to buy a flat is assessed during the selection appointment. Hence, applicants who are invited to book a flat must produce all original documents requested by HDB for verification. Applicants can book a flat only after they have produced the supporting documents to confirm their eligibility to buy under HDB's prevailing policies, rules and regulations.
- 6.3 If all applicants and their spouses are at least 65 years old at the time of flat 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 flat 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.

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

- 6.4 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 payable (forms part of the

downpayment) is \$500. Applicants will also have to sign the Basic Service Package Agreement with the service operator appointed by MOH.

- 6.5 For applicants who have booked a flat under the BTO, their other applications for a new flat or EC unit (if any) will be cancelled.

7. SIGNING AGREEMENT FOR LEASE

- 7.1 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.

- 7.2 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 10% of the purchase price of the flat as downpayment. In addition, they have to pay legal and stamp fees on the purchase price.

8. TAKING POSSESSION OF NEW FLAT

8.1 Payment for the Balance of the Purchase Price

No mortgage loan is granted to buy the 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.

8.2 Payment of Basic Service Package

- (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 \$2,132 comprising \$1,968 being security deposit and \$164 being the 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 of \$6,200 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 10.2 and 10.3 on flat cancellation/repudiation of Agreement for Lease will apply accordingly.

8.3 Disposing 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 6 months 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 4 months from taking possession of the new flat.
- (c) Applicants or any occupier listed in the application already own and have an interest in a private property (if this applies) must get rid of any interest in the private property within six months from taking possession of the new flat.

Note: HDB collects personal data from you to administer HDB's public housing programmes and services. We may share, obtain and use necessary data with/from other Government agencies, or with parties to whom you have authorised disclosure of your personal data, except where prohibited by legislation. This is to enable us to service you in the most convenient, efficient and effective way. We will NOT share your personal data with non-Government entities, except where such entities have been authorised to carry out specific Government services or when you have authorised the disclosure.

If you would like to find out more about HDB's Data Protection and Privacy Policy, you can visit our website www.hdb.gov.sg for more details

9. AFTER TAKING POSSESSION OF FLAT

- 9.1 The applicant shall pay all rates, taxes, and charges imposed on the flat after the actual date of completion of the purchase.
- 9.2 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.
- 9.3 The applicant shall keep in good and tenable repair and condition the interior of the flat including all fixtures and fittings.
- 9.4 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.
- 9.5 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.
- (b) Applicant and other essential occupiers cannot invest in private residential property, in Singapore or overseas, during the 5-year wait-out period of the 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 wait-out period.
- (d) Applicant must inform HDB of any changes to his household composition in the flat, including changes in marital status.
- (e) Applicant and other essential occupiers have to comply with such other conditions as determined by HDB from time to time.

10. FORFEITURE AND WAIT-OUT PERIOD UPON REJECTION OF FLAT

10.1 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.

10.2 After Signing Agreement for Lease

If the applicant rejects the booked flat after he/ she signs the Agreement for Lease or fails to make the required upfront payment for the Basic Service Package as provided for in the Basic Service Package Agreement signed between the flat applicants and the service operator as appointed by MOH before taking possession of the flat, HDB shall treat the Agreement for Lease as having been repudiated by the applicants 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.

10.3 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 a Design, Build & Sell Scheme (DBSS) flat or an Executive Condominium (EC) unit from the developer;
- (d) buying a resale flat that has been announced for Selective En bloc Redevelopment Scheme (SERS)

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 (CHAPTER 129) 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 Design, Build and Sell Scheme or the Executive Condominium Housing Scheme.