URBAN
REDEVELOPMENT
AUTHORITY

PLEASE QUOTE OUR REF IN YOUR REPLY

Your Ref:
Our Ref : 141/4-31

Tel: 3218279
Fax: 2263544

Date: 25 Mar 2000

President
Real Estate Developers' Association of Singapore
190 Clemenceau Avenue
#07-01 Singapore Shopping Centre
Singapore 239924

President
The Law Society of Singapore
39 South Bridge Road
Singapore 058673

Dear Sirs

VARIATIONS TO THE STANDARD CLAUSES IN THE SALE AND PURCHASE AGREEMENT

1 Currently, approved variations to the standard Sale and Purchase (S&P) agreement are incorporated into the prescribed Forms D and E of the Housing Developers Rules and Form D of the Sale of Commercial Properties Rules.

2 To ensure that variations to the standard clauses are made more transparent to purchasers before they enter into a S&P agreement, developers are now required to list all approved variations in a separate schedule which shall form an integral part of the S&P agreement.

3 The standard clauses in the prescribed forms will remain essentially intact except for the required amendments highlighted in bold at Annex A. Also enclosed is Annex B with illustrative examples for presenting variations in a separate schedule.

TOWARDS A TROPICAL CITY OF EXCELLENCE

Office Address: Urban Redevelopment Authority, 45 Maxwell Road, The URA Centre, Singapore 069118. Telephone No: [illegible] 6666
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Email: [illegible] registry@ura.gov.sg

4 The change will take effect from 1 Jun 2000 All S&P agreements delivered to Option holders on or after the effective date will have to list all approved variations in a separate schedule to the standard S&P agreement

5 Please inform your members about this circular The circular can also be accessed on the URA web-site at http //www ura gov sg/

Yours faithfully

LIM ENG CHONG
CONTROLLER OF HOUSING
SINGAPORE

FORM E OF HDR AND FORM D OF SCPR

3. Terms of Sale

3.1 The Unit is sold subject to –

(a) the terms in this Agreement; and
(b) the Singapore Law Society's Conditions of Sale 1999 so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of this Agreement

3.2 **The Vendor and Purchaser agree that the amendments stipulated in the Second Schedule shall form an integral part of this agreement, and shall be read together with the main body, First Schedule and all other parts of this Agreement. If, however, there is an inconsistency between the terms of this Agreement or the First Schedule and the amendments stipulated in the Second Schedule, the said amendments stipulated in the Second Schedule shall prevail.**

Explanatory note: The First Schedule refers to the schedule on Specifications of the Building / Unit in Form E of the HDR and Form D of the SCPR

ANNEX B

EXAMPLES OF AMENDMENTS TO THE STANDARD S&P AGREEMENT REFLECTED IN A SEPARATE SCHEDULE

The terms of this Agreement shall be amended as follows:-

1 Clause 5.1.1 is amended as follows:

Upon signing this Agreement *or within 8 weeks from the date of the Option.*	20% of the Purchase Price (inclusive of the Booking Fee)

2 Clause 5.13 is amended as follows:

Every notice referred to in clause 5.1 must be accompanied by *a copy of* the requisite certificate of the qualified person engaged by the Vendor.

3 Clause 6.2 is amended as follows:

Interest on the unpaid amount referred to in clause 6.1 shall begin to run from the *day immediately after the expiry of the relevant period referred to in Clause 5.*

4 The following new clauses are inserted:

21. The Purchaser agrees to comply with the restrictions in the Schedule A from the date he takes possession of the Unit until the management corporation of the Housing Project takes over from the Vendor the functions of managing and maintaining the Housing Project.

22. The sale and purchase is subject to the approval being obtained by the Purchaser from the Controller of Residential Property Singapore. If approval is not obtained within 3 months from the Option Date, the sale and purchase shall be treated as abortive and all monies paid shall be refunded to the Purchaser by the Vendor in full (free of interest) and thereafter neither party shall have any claim against the other