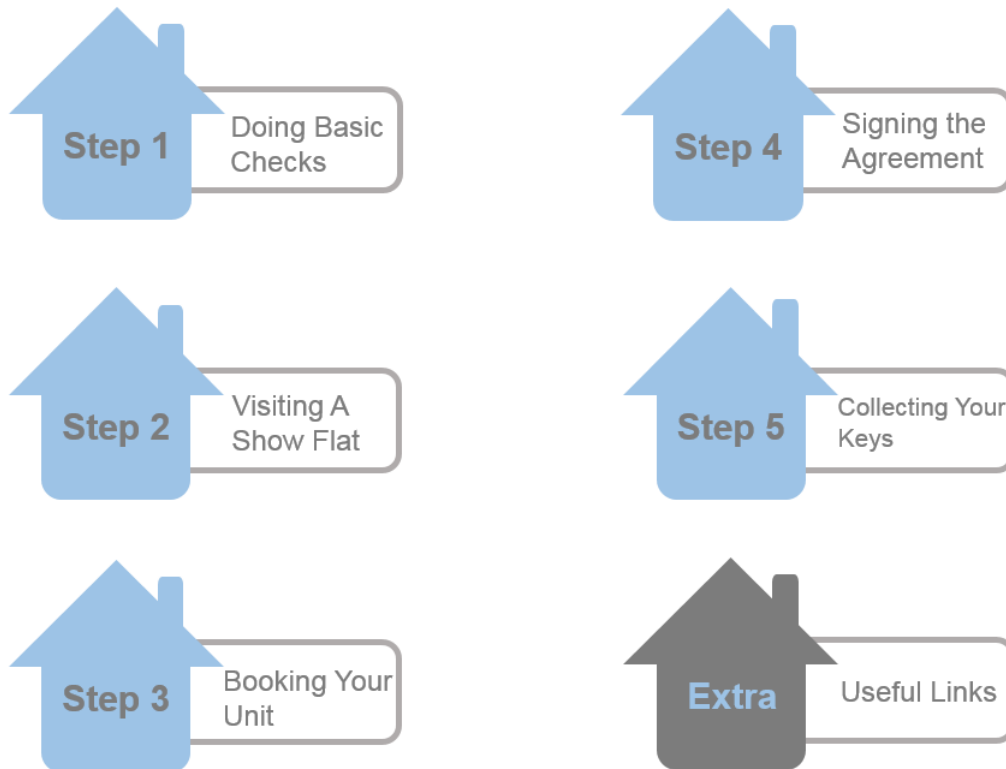


## Home Buyers' Guide

### What is it?

This guide provides basic information on the process of buying uncompleted private residential properties and considerations to take before committing to a purchase.

This guide is for general information purposes only and does not constitute advice, be it legal, financial or otherwise. Please read the [terms of access and information below before proceeding to use this guide](#).



If you need advice on your specific situation(s), whether you are a prospective home buyer or otherwise, you should consult the relevant professionals for further advice. Any reliance you place on this guide is strictly at your own risk. While we endeavour to ensure accuracy in this guide, we make no representations or warranties of any kind (whether express or implied) about the accuracy, completeness, format, currency or any other aspects of this guide or its application.



The developer is required to provide you with a set of mandatory information on the housing project and unit before accepting the booking fee from you. If you decide to proceed with the purchase of the unit after reviewing the information, you will then pay a booking fee for the issuance of an Option to Purchase (OTP) for the unit.

### **Before you pay the booking fee**

The developer will provide you with a set of particulars, documents and information related to the housing project and unit that you are interested in before accepting the booking fee, which will include the following:

- Scaled location plan, site plan and unit floor plan.
- Strata area of strata-titled properties, which is the amount of space sold to a buyer based on the strata boundary of the unit. To ensure that the property meets your needs, please review the strata area breakdown e.g. area of bedroom, balcony, air-conditioner ledge and void area. To understand more on void areas, you may refer to SLA's [info graphic](#).
- Specifications of the building e.g. floor materials, common facilities, appliances provided.
- General description of the housing project, including:
  - Total number of units in each class
  - Number and type of car parking lots provided, e.g. surface parking lots, mechanical parking lots or handicapped lots. If the number of car parking lots provided is less than the number of housing units and you are a car owner, you should check with the developer on the method of allocation of the car parking lots.
- Conditions and restrictions imposed by the authorities. Some projects may be affected by public schemes such as drainage reserves, road reserves, sewage pipes and electrical cables. There may be specific conditions imposed by the relevant authorities in relation to these public schemes which may affect the liabilities of the owners or residents of the housing project after its completion.
- Amendments to the prescribed Sale and Purchase Agreement (S&PA), as approved by the Controller of Housing.
- Past projects completed by the developer or its related companies.

You should review the information carefully to ensure that the housing project and unit meet your needs before making any payment. You do not have to proceed with the purchase, if you do not wish to after reviewing the information. The developer is required to obtain written acknowledgement from you that these mandatory information has been provided to you.

The developer is also required to make available the Schedule of Strata Units for strata-titled properties, showing the share values assigned to each unit. The share value assigned to your unit will be the basis for computing the maintenance charges payable by you.

### **Option to Purchase (OTP)**

If you decide to proceed with the purchase after reviewing the information, you will have to pay a booking fee of between 5% and 10% of the unit's purchase price to the developer.

The developer will then grant an OTP to you, which is a right or option given to you to buy the unit. A licensed housing developer has to use [standard OTP form](#) and seek the approval from the Controller of Housing to include any amendments in the OTP.

### **Non-Assignment of Option**

You cannot assign or transfer the OTP that has been granted to you by the developer to any other persons. Hence, you need to ensure that all persons who are intending to purchase the unit are correctly identified and named as the 'intending purchasers' in the OTP. Only the intending purchasers named in the OTP may exercise the option and sign the S&PA.

### **Exercising the Option**

If you are granted an OTP, the developer is required to deliver the S&PA and the original or copies of the title deeds to you or your lawyer for review within 14 days from the date of the Option.

If you decide to proceed to purchase the property, you need to exercise the Option by doing all of the following before the Option expires, i.e. 3 weeks after the date of delivery of the S&PA and title deeds to you:

- Sign all the copies of the S&PA
- Return all copies of the signed Agreement to the developer
- Pay to the developer the balance down payment, which is 20% of the purchase price less the booking fee paid

The developer may allow you to pay the balance down payment within 8 weeks from the Option date instead of the 3 weeks mentioned above.

### **Non-Exercise of Option**

If you do not wish to exercise the OTP, you can serve a written notice to the developer stating that you do not wish to exercise the Option. The Option will lapse immediately upon the receipt by the housing developer of the written notice.

If the OTP is not exercised before its expiry, the developer may forfeit 25% of the booking fee and refund 75% of the booking fee to you. The developer can then proceed to sell the unit to any other interested party.