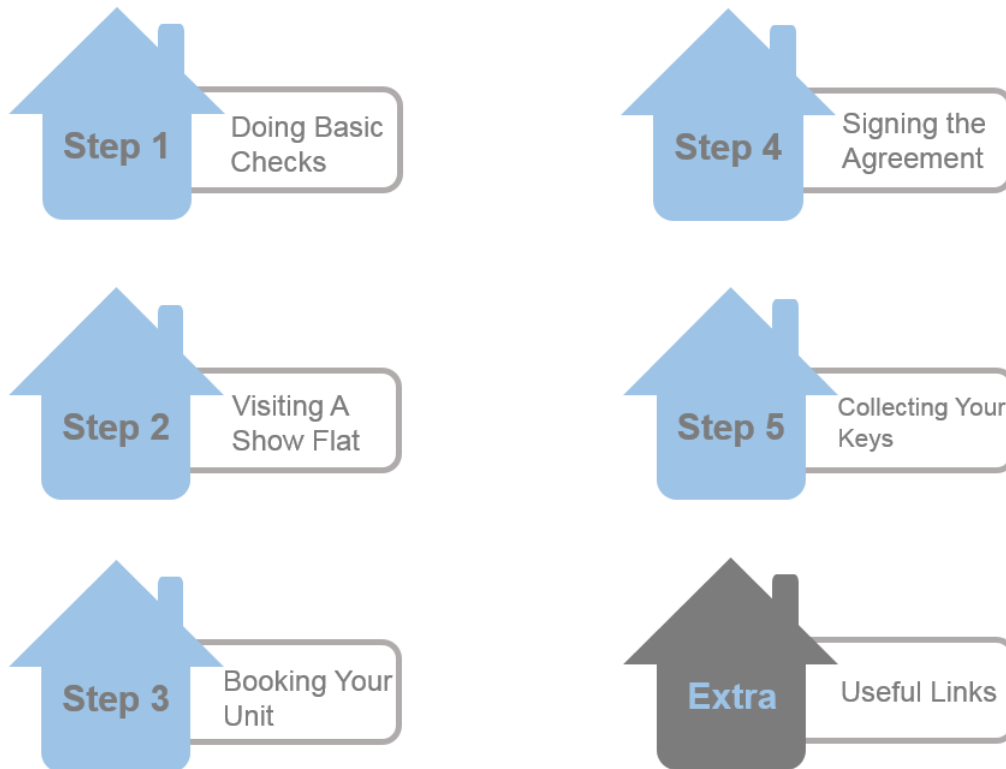


## Home Buyers' Guide

### 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.



Once Temporary Occupation Permit (TOP) is issued and you have paid the progress payment due upon TOP, the developer will inform you of the procedure to collect the key to your unit. After collecting the key, you can inspect your unit, housing project and common property or limited common property and report any defects to the developer to carry out rectification works.

### **Delivery of Vacant Possession**

The developer is required to deliver vacant possession of the unit to you no later than:

- The date as specified in the Sale and Purchase Agreement (S&PA); and,
- 21 days from the date of receipt of the payment of 25% of the purchase price. This payment is due when TOP has been issued, and the roads, drainage and sewerage works serving the housing project have been completed (item 3 of the payment schedule).

The developer is liable to pay liquidated damages to you if they fail to deliver vacant possession of the unit by the above dates.

### **Maintenance Fee**

As specified under the Sale and Purchase Agreement (S&P), you would need to pay the developer maintenance fee for the maintenance of the common property and limited property of the development starting on:

- The date the developer delivers vacant possession of the unit to you; or,
- The 15<sup>th</sup> day after you have received the Temporary Occupation Permit or Certificate of Statutory Completion and infrastructure completion notice specified under item 3 of the Payment Schedule.

You are required to pay a lump sum of 6-month maintenance charges to the developer, followed by every quarter in advance after that. Once the management corporation (MCST) is formed, you are required to pay the maintenance charges to the MCST. The payment of maintenance charges are for the provision of cleaning and services for the development. Click on BCA's [link](#) to learn more about the maintenance fee contribution.

## **Defects**

A defect is any fault in the unit, housing project and common property or limited common property which is due either to defective workmanship or materials or to the unit not having been constructed according to the Specifications in the S&PA. For units in a strata subdivided housing project, the term "defect" in the S&PA also covers defects in the common property and housing project.

BCA regulates construction works to ensure compliance with the requirements under the Building Control Act and Regulations, which focuses primarily on the structural safety of buildings. BCA issues a TOP for a project after all the relevant requirements under the Building Control Act and Regulations are met and clearances from the relevant technical authorities are obtained. However, defects in the unit and the housing project are not regulated. Instead, they are contractual matters under the terms of the S&PA.

You should make a thorough inspection of the unit upon taking vacant possession and highlight any defects to the developer. Do clarify with the developer or seek professional advice if you are unsure whether there are defects in the unit. You may also refer to BCA's [guide](#) on good practices for quality workmanship.

## **Defects Liability Period**

The developer is obliged to rectify any defect in the unit, the common property or the housing project which becomes apparent within a period of 12 months from:

- The date the developer delivers vacant possession of the unit to you; or
- The 15th day after you receive notice that the TOP has been issued and that the infrastructural works serving the housing project have been completed, whichever is earlier.

If you discover defects at any time during the defects liability period, you should follow the procedure set out in the S&PA to get the developer to rectify the defects.

If the developer fails to rectify the defects within the specified time, you may rectify the defects and instruct Singapore Academy of Law to withhold the sum held as stakeholder of the developer by following the procedures set out in the S&PA (see [link](#)).

## **Procedure for completion of sale**

When the developer is ready to convey the legal title of your unit to you, the process known as the completion of sale will take place. The procedure is as follows:

1. The developer will issue you a Notice to Complete which must be given by the date specified in the S&PA or 3 years after the date of delivery of vacant possession of the unit, whichever is earlier.
2. Completion must take place within 14 days after you receive the Notice to Complete.
3. On completion, the developer must issue a proper conveyance and a duplicate of the unit's title to you. The title issued is either the Duplicate Subsidiary Strata Certificate of Title (for strata subdivided property) or the Duplicate Certificate of Title (for non-strata subdivided property).

These certificates are official documents issued by the Registrar of Titles stating that the person named in the certificate is the legal owner of the property described in the certificate.

The area of the unit based on the title survey as approved by the Chief Surveyor in SLA will be stated in the title of the unit. Should the final surveyed area of the unit be less than the area stated in the S&PA by more than 3%, the purchase price shall be reduced at the unit purchase

price for every square metre of deficiency which is in excess of 3% of the area stated in the S&PA. For example, a unit with an as-built area of 96sqm is 4sqm (4%) short of the 100sqm (100%) area stated in the S&PA. The as-built area deficiency is 4%, which is more than 3% of the area stated in the Agreement. Thus, the affected purchaser can claim for the unit purchase price reduction for the 1sqm deficiency which is in excess of 3% of the area stated in the Agreement.

### **Liquidated Damages**

You have a right to claim for liquidated damages according to the formula specified in the S&PA if the developer does not issue you the Notice to Complete by the deadline specified in the S&PA.

### **Disputes**

In the event of a dispute, you should initiate discussions with the developer to resolve the differences. You may consider seeking legal advice on your rights under the S&PA and the appropriate course of action to take should the need arise. You are strongly encouraged to consider resolving any dispute through direct negotiation, failing which, to consider mediation.

In mediation, an impartial third party, a mediator, will help you and the developer to negotiate an amicable settlement of the differences. The mediator is not a judge and will not decide on who is right. Rather, the mediator helps both parties reach a binding agreement by focusing on problem-solving. Mediation is likely to be less costly than litigation or arbitration and may help to resolve disputes more quickly.

The Singapore Mediation Centre (SMC) offers mediation services to help disputing parties resolve their dispute. For claims of less than \$60,000, the parties could subscribe to the Small Case Commercial Mediation Scheme. For claims exceeding \$60,000, the parties could subscribe to the Commercial Mediation Scheme.

SMC also offers a Neutral Evaluation service, in which an unbiased third party such as a former Judge or Senior Counsel – the Neutral – hears your case either through written submissions and/or oral presentations. They consider the legal merits of your case and give you their reasoned opinion. This allows contending parties to better understand their strengths and weaknesses of their case. More information on the services offered by SMC is available at their [website](#).

Mediation services are also available at:

- [Law Society of Singapore \(Law Society Mediation Scheme\)](#)
- [REDAS Conciliation Panel](#) which deals with disputes between purchasers and developers who are members of the Real Estate Developers' Association of Singapore
- [SISV Dispute Resolution Centre](#)



SLA has provided a checklist to assist you in going through the process of purchasing an uncompleted private residential property. Click on SLA's [link](#) to see more details.

### **URA's Links**

Changing Use of Your Premises  
Home Office  
Leasing and Subletting Residential Property  
Master Plans  
Property Market Data  
Renovating Your Home

### **Government Related Websites**

Ministry of National Development  
Building and Construction Authority  
Central Provident Fund Board  
Council for Estate Agencies  
Housing and Development Board  
Inland Revenue Authority of Singapore  
Monetary Authority of Singapore  
Personal Data Protection Commission  
Singapore Academy of Law  
Singapore Land Authority

### **Professional Bodies**

Real Estate Developers' Association of Singapore  
Singapore Institute of Architects  
Singapore Institute of Surveyors and Valuers  
The Institution of Engineers Singapore  
The Law Society of Singapore