

FORM QC

[This form may take you 10 minutes to complete]

APPLICATION FOR QUALIFYING CERTIFICATE BY A HOUSING DEVELOPER UNDER SECTION 31(2) OF THE RESIDENTIAL PROPERTY ACT

General Information/Instructions:

1. Please complete this form if you wish to apply for approval under section 31(2) of the Residential Property Act to purchase or acquire residential property for the construction of flats or dwelling houses for sale.
2. When completing this form, please print or write in ink, and do not leave any item or page blank. Please enter "NA" where any item is not applicable.
3. The following application fee is payable:

\$400 per strata lot	where the property is a strata subdivided building
\$400 per unit	where the property is a building which is not strata subdivided
\$400 per lot	where the property is vacant land

Payment can be made by NETS, credit card or cheque. Where payment is made by cheque, the cheque should be issued in favour of "**Singapore Land Authority**".

4. Please submit the completed form and the application fee together with the following:
 - (a) photocopy of the sale and purchase agreement / option to purchase the property;
 - (b) photocopy of the Grant of Written Permission / Provisional Permission for the proposed development (if any); and

(c)

If you are a company	(i) A list of all your members and directors; and in the case of a member being another company or limited liability partnership, a list of all the members and directors of that company, or a list of all the partners of that limited liability partnership, as the case may be; and (ii) the latest audited accounts of your company and each of its subsidiaries.
If you are a limited liability partnership	(i) a list of all your partners; and in the case of a partner being a company or another limited liability partnership, a list of all the members and directors of that company, or a list of all the partners of that limited liability partnership, as the case may be; and (ii) the latest statement of accounts.
If you are a society	(i) a list of all the members and trustees of the society; and (ii) the latest statement of accounts.

to:

**Singapore Land Authority
Land Dealings (Approval) Unit
55 Newton Road
#12-01 Revenue House
Singapore 307987**

[Tel: 64783444]

FORM QC

APPLICATION FOR QUALIFYING CERTIFICATE BY A HOUSING DEVELOPER UNDER SECTION 31(2) OF THE RESIDENTIAL PROPERTY ACT

For official use

File ref LDAU _____ Application date _____

Information entered on _____ by _____

PART 1: PARTICULARS OF APPLICANT

Name _____

Address / address of
registered office
(where applicant is a company, limited liability partnership or society) _____

NRIC No. (where applicant is an individual) / Unique entity number (UEN) (where applicant is a company, limited liability partnership or society) _____

Date of birth / Date of incorporation or registration
(where applicant is a company, limited liability partnership or society) _____

Citizenship / Country of incorporation or registration
(where applicant is a company, limited liability partnership or society) _____

Paid-up capital (where applicant is a company) _____

Contact person _____

Tel _____

Fax _____

Email _____

PART 3: DECLARATION

I _____ ,

holder of NRIC No. _____ and

- * director/secretary (where the applicant is a company)
- * partner/manager (where the applicant is a limited liability partnership)
- * president/chairman/trustee/secretary (where the applicant is a society)

of _____

declare that the information contained in this form and in any list attached to this form, and all the particulars given above are true, correct and complete.

Date

Signature

* delete whichever is inapplicable

Details of Guarantee

Guarantee No	<input type="text"/>	
Name of Guarantor	<input type="text"/>	("the GUARANTOR")
Registered address of Guarantor	<input type="text"/>	
Guarantee given to	Controller of Residential Property	("the CONTROLLER")
Housing Developer Name	<input type="text"/>	("the COMPANY")
Address of registered office	<input type="text"/>	
Land for Housing Development Lot	<input type="text"/>	("the LAND")
TS/MK *	<input type="text"/>	
Purchase price of land	\$ <input type="text"/>	("the PURCHASE PRICE")
Period to obtain Temporary Occupation Permit for the development of land	Number of years <input type="text"/>	("the PRESCRIBED PERIOD")
	5 (five) years from date of approval (Qualifying Certificate)	
	or such extended period as may be allowed by the CONTROLLER in writing	

Guaranteed Sum

Amount equivalent to 10% of the Purchase Price of the LAND : \$ ("the GUARANTEED SUM")

* To delete whichever is not applicable

WHEREAS:

- A. The COMPANY has applied to the CONTROLLER OF RESIDENTIAL PROPERTY for approval (Qualifying Certificate) under Section 31 of the Residential Property Act, Cap 274 to purchase / acquire the LAND for the purpose of developing the LAND as residential property (the "housing development") for sale.

- B. The CONTROLLER by issuing the approval (Qualifying Certificate) which enables the COMPANY to purchase/acquire the LAND requires the COMPANY to comply with the following terms and conditions ("TERMS AND CONDITIONS"):
 - B.1 The COMPANY shall within the prescribed period computed from the date of issue of the approval (Qualifying Certificate):-
 - (a) obtain the Notice of Grant of Written Permission from the Competent Authority under the Planning Act (Cap. 232) to carry out the housing development;
 - (b) obtain the Building Plan approval from the Commissioner of Building Control under the Building Control Act (Cap. 29) for the housing development;
 - (c) complete the construction of the whole of the housing development and obtain the Temporary Occupation Permit or Permits ("TOP") for the whole of the housing development.

 - B.2 The COMPANY shall not without the prior written approval of the CONTROLLER enter into any arrangement (including the grant of an option), whether conditional or otherwise, to sell or dispose of the LAND or any interest therein (but excluding any disposition by way of a mortgage or charge).

 - B.3 The COMPANY shall, within 2 years of the issue of the TOP for the whole of the housing development or such extended period as the CONTROLLER may in his discretion permit in writing, sell all the dwelling units in the housing development.

 - B.4 The COMPANY shall not at any time lease or let out any of the unsold dwelling units in the housing development.

 - B.5 The COMPANY shall not permit or allow any sale, transfer, allotment or acquisition of its shares without the prior written approval of the CONTROLLER up to and until the date of issue of the TOP for the whole housing development or the date the COMPANY has sold all the dwelling units in the housing development, whichever is the later.

- C. The CONTROLLER has required the COMPANY to furnish a guarantee for payment of the GUARANTEED SUM as security for the due compliance of the TERMS AND CONDITIONS, which security is liable to be forfeited if the COMPANY is in breach of any or all of the TERMS AND CONDITIONS or as contemplated under Section 31 of the Residential Property Act.

Signatures:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the CONTROLLER having agreed at our request to grant the COMPANY approval (Qualifying Certificate), we, the GUARANTOR, hereby guarantee that the COMPANY will perform and carry out the TERMS AND CONDITIONS stipulated under paragraphs B.1, B.2, B.3, B.4 and B.5 and that we will pay to the CONTROLLER upon demand made to us in writing by the CONTROLLER the sum of money equivalent to 10% of the purchase price of the LAND if the COMPANY fails to comply with any or all the TERMS AND CONDITIONS as stipulated under paragraphs B.1, B.2, B.3, B.4 and B.5 within the prescribed period as allowed by the CONTROLLER in writing or for any default by the COMPANY of any or all the TERMS AND CONDITIONS as stipulated under paragraphs B.1, B.2, B.3, B.4 and B.5.
2. A notice issued by the CONTROLLER or his authorised officer notifying us of any breach by the COMPANY of any or all the TERMS AND CONDITIONS as stipulated under paragraphs B.1, B.2, B.3, B.4 and B.5 shall be deemed to be final and conclusive evidence of the said breach and shall not be questioned by us.
3. Our liability under this Guarantee shall continue and this Guarantee shall remain valid and in full force and effect for the PRESCRIBED PERIOD commencing from the date of the issue of the approval (Qualifying Certificate) ("the commencement date") provided always that the expiry date of this Guarantee and our liability hereunder shall be automatically extended without the need for any action to be taken by the parties hereto for successive periods of 12 months unless we give the CONTROLLER 90 days' written notice by registered mail prior to the expiry of our liability of our intention not to extend this Guarantee for any further period and provided further that the CONTROLLER shall be entitled, upon receiving such notice of our intention (and within the period specified in Clause 5 hereof), either to -
 - 3.1 make a claim under this Guarantee; or
 - 3.2 * *(delete this clause if not applicable)* direct us to pay such amount (not exceeding the Guaranteed Sum) as the CONTROLLER may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for Operation of a Suspense Account; or
 - 3.3 direct us to extend the validity of this Guarantee for a further period not exceeding 6 months (and this Guarantee shall then expire at the end of such further period).
4. This Guarantee shall not be discharged or released by any arrangement made between the COMPANY and the CONTROLLER with or without our assent or by any alteration in the obligations undertaken by the COMPANY or by any forbearance whether as to payment, time, performance or otherwise.
5. Notwithstanding the expiry of this Guarantee, we shall be liable for any breach of any of the TERMS AND CONDITIONS which arose prior to the date of expiry of this Guarantee provided that any claim by the CONTROLLER shall be made within 3 months from the date of expiry of this Guarantee.
6. This Guarantee is governed by and construed in all respects in accordance with the laws of the Republic of Singapore and we hereby submit to the jurisdiction of the Singapore Courts.

Signatures:

- 7 Any claim for payment shall be deemed to be properly sent if it is sent to us by hand or under registered mail cover. Any claim made shall be payable immediately to the CONTROLLER and payment shall be made by way of crossed cheque made out in favour of the Singapore Land Authority.

Dated this _____ day of _____ 20__.

The common seal of)

the GUARANTOR)

was hereunto affixed)

in the presence of :)

Name		Signature
Designation		

Name		Signature
Designation		

Important Note:

1. If the Guarantee is signed by the Bank's Attorney, the Bank is requested to enclose a copy of its Power of Attorney with the name of the Attorney and the relevant clause which authorises the signing of the Guarantee by the Attorney highlighted.
2. Signatures are required on all pages.