

IN THE PRIVY COUNCIL

No. 15 of 1979

ON APPEAL

FROM THE COURT OF APPEAL SINGAPORE

B E T W E E N :

PHOENIX HEIGHTS ESTATE (PTE) LIMITED

Appellants

- and -

1. LEE KAY GUAN

2. ONG KIM LIONG

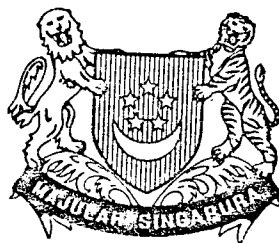
Respondents

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TO THE RESPONDENTS' CASE

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REPUBLIC OF SINGAPORE
(EDITION OF 1970).

CHAPTER 279

Planning Act

Reprint 29 of 1966
Ords. 12 of 1959,
8 of 1961,
12 of 1963,
5 of 1964.

ARRANGEMENT OF SECTIONS

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PRELIMINARY

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2. Interpretation.
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4. Transfer to the Government of certain undertakings of the Trust.
5. Transfer of officers.

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10. Cancellation of permission granted under section 61 of the Singapore Improvement Ordinance.
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13. Meaning of "develop".
14. Enforcement of planning control.
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18. Proceedings for recovery of money due under the Act.
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31. Development charge to be a first charge on land.
32. Power to prescribe development charge.
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34. Transitional provisions.

An Act to provide for the planning and improvement
of Singapore. [1st February 1960]

PART I

PRELIMINARY

Short title.

1.—(1) This Act may be cited as the Planning Act.

Application.

(2) This Act does not (except for those provisions regarding the planning survey and the Master Plan) apply to lands for the time being in the occupation of Her Majesty's Government in the United Kingdom or any department thereof.

(3) The Minister may, from time to time by notification in the *Gazette*, exempt any land or lands either generally or for a specified period from the operation of all or any of the provisions of this Act.

Interpretation.

2.—(1) In this Act, unless the context otherwise requires —
“building” includes any house, hut, shed or roofed enclosure, whether used for the purpose of a human habitation or otherwise, and also any wall, fence, platform, staging, gate, post, pillar, paling, frame, hoarding, slip, dock, wharf, pier, jetty, landing-stage or bridge, or any structure or foundation connected to the foregoing;

usually repaired or maintained by the Government or which has been conveyed to the Government or has become vested in the Government under this Act or under any written law relating to local government for the time being in force or in any other manner;

“street” includes any road, square, footway or passage, whether a thoroughfare or not, over which the public have a right of way, and also the way over any public bridge, and includes also any road, footway or passage, open court or open alley, used or intended to be used as a means of access to two or more holdings, whether the public have a right of way thereover or not; and all channels, drains and ditches at the side of any street shall be deemed to be part of that street;

“subdivide” — a person is said to subdivide land if, by any deed or instrument, he conveys, assigns, demises or otherwise disposes of any part of the land in such a manner that the part so disposed of becomes capable of being registered under the Registration of Deeds Act or in the case of registered land being included in a separate folio of the land register under the Land Titles Act, and “subdivision” shall be construed accordingly: Provided that a lease for a period not exceeding seven years without the option of renewal or purchase shall not be deemed to be a disposal within the meaning of this definition;

Cap. 281.

Cap. 276

“use” in relation to land does not include the use of land by the carrying out of any building or other operations thereon;

“written statement of the Master Plan” means that part of the Master Plan which includes a summary of the main proposals of the Master Plan with such descriptive matter as the competent authority considers necessary to illustrate the proposals of the Master Plan or as the Minister may from time to time direct for that purpose.

(2) In any other written law and in any other document whatsoever unless the context otherwise requires any reference to the planning functions of the Singapore Improvement Trust shall be construed as a reference to the planning functions of the competent authority.

or alterations to the Master Plan, and such rules may in particular make provision for securing —

- (a) that the competent authority shall publish a notice of the submission to the Minister of any proposal for any addition or alteration to the Master Plan, and of the place or places where copies of the Master Plan and of the proposal may be inspected;
- (b) that objections and representations duly made in accordance with the rules shall be considered, and that such public inquiries or other hearings as may be prescribed by the rules shall be held, before the Master Plan is added to or altered by the Minister; and
- (c) that copies of the Master Plan or parts thereof shall be available for free inspection by and for sale at a reasonable cost to the public.

8. For the purpose of giving effect to this Act and of delineating in more detail the Master Plan, the competent authority may prepare and certify any plan on a scale larger than that of the Master Plan in interpretation of the Master Plan, and upon such certification the plan shall be known as a “Certified Interpretation Plan” and a copy thereof shall be forwarded to the Minister.

Certified Interpretation Plans.

PART III

DEVELOPMENT OF LAND

9.—(1) No person shall, without the written permission of the competent authority, develop any land.

Restriction upon the development or subdivision of land.

(2) Notwithstanding the provisions of any other written law, the permission of the competent authority under this section is a condition precedent to the consideration by a licensing authority of any application for the issue of a licence for any purpose involving development of land.

(3) No person shall subdivide any land unless —

- (a) he has obtained the written permission of the competent authority, and a copy of its written permission has been forwarded by the competent authority to the Collector together with a plan of the permitted subdivision on which dimensions of all lots, widths of streets and backlanes and such other particulars as the competent authority may consider necessary, are shown; and

- (b) he has made an application to the Collector and has deposited a sum sufficient to cover the fees for the survey of all lots comprised in the permitted subdivision or of such lots thereof as the Chief Surveyor may consider desirable to be surveyed at the same time:

Provided that the Collector may accept such security in lieu of the deposit for survey fees as he may consider sufficient guarantee for the payment of fees when required.

(4) All applications for permission to develop or subdivide land shall be made to the competent authority in the form and manner prescribed by rules made under section 28 of this Act.

(5) In considering such applications the competent authority may, subject to the rules made under the provisions of section 28 of this Act, grant permission to develop or subdivide the land, as the case may be, either unconditionally or subject to such conditions as it deems fit, or may refuse permission to develop or subdivide the land and in dealing with any such application the competent authority shall act in conformity with the provisions of the Master Plan and any Certified Interpretation Plan in so far as they may be material thereto.

(6) Without prejudice to the provisions of subsection (14) of this section, any application received by the competent authority for permission to —

(a) develop land for a purpose which requires special consideration in accordance with the written statement of the Master Plan; or

(b) develop land required for a public purpose, shall forthwith be referred to the Minister who may, in giving his decision, attach such conditions as he deems fit to the granting of permission by the competent authority.

(7) Without prejudice to the provisions of subsections (5) and (6) of this section, conditions may be imposed on the grant of any permission given thereunder for the commencement or completion of any work before the expiration of a specified period and for the cancellation of such permission in the event of failure to comply with any condition imposed thereunder.

(8) Every permission granted to carry out any building operations, on an application to develop, pursuant to the provisions of subsection (4) of this section, lapses if the

development is not completed within two years of the date of the grant of the permission or, in a case where an appeal has been brought against the conditions imposed by the competent authority, within two years of the date of the determination of the appeal:

Provided that the competent authority may, in its discretion, renew the permission for such period as it may consider necessary.

(9) Any person who contravenes the provisions of subsection (1) or (3) of this section, is guilty of an offence under this Act and is liable on conviction to a fine not exceeding one thousand dollars and in the case of a continuing offence, to a fine not exceeding fifty dollars for each day after the first day during which the offence is continued.

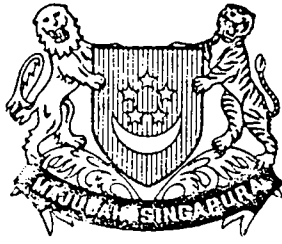
(10) Any person who fails to comply with any condition imposed by the competent authority under the provisions of subsection (5), (6) or (7) of this section or by the Minister on appeal under section 15 of this Act is guilty of an offence under this Act and is liable on conviction to a fine not exceeding three thousand dollars.

(11) Where any person is convicted of an offence under the preceding subsection the competent authority may cancel the permission with respect to which the condition that the person failed to comply with was imposed.

(12) The competent authority shall within three months of the receipt of an application for permission to develop or subdivide any land either grant or refuse the application and shall, where the application is granted subject to conditions or refused, give its reasons in writing for its decision.

(13) The Minister may, by notification in the *Gazette*, authorise either generally or in any specified area operations involving the development of land.

(14) The Minister may give directions to the competent authority requiring that any or all applications to develop or subdivide any land or any class of applications specified in the direction be referred to him instead of being dealt with by the competent authority and any such application shall be so referred accordingly to the Minister for his decision which shall be final. The decision of the Minister on any such application shall not be challenged or questioned in any court.



REPUBLIC OF SINGAPORE
(EDITION OF 1970).

CHAPTER 250

Housing Developers (Control
and Licensing) Act Act 4 of 1965.

ARRANGEMENT OF SECTIONS

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1. Short title.
2. Interpretation.
3. Minister to appoint Controller and other officers.

PART II

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5. Licences not to be granted or valid in certain cases.
6. Restriction on use of the words "housing developer" and on the use of certain other words.
7. Revocation of licence.

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8. Controller to be advised of alteration.
9. Audited balance-sheet and profit and loss account.
10. Statement to be supplied.
11. Sale, disposal, etc. of business requires consent of the Controller.
12. Appointment of auditors.
13. Controller or inspector may investigate licensed housing developers.
14. Special investigation of licensed housing developers.
15. Examination of affairs of a licensed housing developer.
16. Production of books, accounts and documents of licensed housing developer.

CAP. 250 *Housing Developers (Control and Licensing)*

Section

17. Action by the Minister if licensed housing developer unable to meet obligations or is conducting business to the detriment of purchasers or the public.
18. Control of licensed housing developer by a company or statutory board.
19. Punishment for failure to comply with directions of Minister.
20. Licensed housing developer under control of company or statutory board to co-operate with company or statutory board and Controller.

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POWER TO MAKE RULES AND TO ISSUE DIRECTIONS

21. Rules.
22. Power to give directions.

PART V

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23. Indemnity.
24. Individual not eligible to take part in management of the business of a licensed housing developer.
25. Penalty for offences not otherwise provided for.
26. Offences by companies, etc. and by servants and agents.
27. Exemption.
28. Fiat of Public Prosecutor.

An Act to provide for the licensing and control of housing developers. [1st October 1965]

PART I

PRELIMINARY

- | | |
|-----------------|---|
| Short title. | 1. This Act may be cited as the Housing Developers (Control and Licensing) Act. |
| Interpretation. | 2. In this Act unless the context otherwise requires — |
| Cap. 185. | <p>“company” means any company incorporated, formed or registered under the provisions of the Companies Act or any corresponding previous written law;</p> <p>“Controller” means the Controller of Housing appointed under the provisions of subsection (1) of section 3 of this Act.</p> |

20.—(1) Where a company or statutory board has assumed control of the business of a licensed housing developer in pursuance of paragraph (c) of subsection (2) of section 17 of this Act, the licensed housing developer shall submit its business to the control of the company or statutory board and shall provide the company or statutory board with such facilities as the Controller may require to carry on the business of that licensed housing developer.

Licensed housing developer under control of company or statutory board to co-operate with company or statutory board and Controller.

(2) Any licensed housing developer that fails to comply with the provisions of subsection (1) of this section or with any requirement of the Controller thereunder shall be guilty of an offence under this Act and shall be liable on conviction to a fine not exceeding twenty thousand dollars and to a further fine not exceeding one thousand dollars for every day during which the offence is continued after conviction.

PART IV

POWER TO MAKE RULES AND TO ISSUE DIRECTIONS

21.—(1) The Minister may make rules for or in respect of every purpose which is deemed by him necessary for carrying out the provisions of this Act and for the prescribing of any matter which is authorised or required under this Act to be prescribed.

Rules.

(2) Without prejudice to the generality of the foregoing, the Minister may by such rules provide for —

- (a) the regulation of the advertisements of a licensed housing developer;
- (b) the regulation of the use of names of housing estates developed by a licensed housing developer;
- (c) the payments by the purchaser before and during the construction of the house, flat or other accommodation, including —
 - (i) the amount of the maximum initial deposit that may be accepted from a purchaser before an agreement to purchase land or for the construction of a house, flat or other accommodation is signed; on signing such agreement and the conditions that shall be satisfied before a licensed housing developer may sign such an agreement with a purchaser;

CAP. 250 *Housing Developers (Control and Licensing)*

- (ii) the stage of construction at which each instalment shall become payable and the percentage in relation to the total cost of the house that shall be payable in respect of such instalment;
 - (iii) the requirements to be fulfilled before a licensed housing developer can require a purchaser to pay an instalment which is due; and
 - (iv) the amount of the purchase price, expressed as a percentage of the total price which the purchaser shall not be required to pay before the certificate of fitness of the Chief Building Surveyor is issued;
- (d) the form or forms of the contract that shall be used by a licensed housing developer, his agent or nominee and a purchaser as a condition of the grant of a licence under this Act;
- (e) the conditions, which if used in any contract between a licensed housing developer, his agent or nominee and a purchaser, shall be void; and
- (f) the fees to be paid on the issue of, and annually for, a licence or a provisional licence and the charges for the purposes of this Act.
- (3) Such rules —
- (a) may prescribe that any act or omission in contravention of the provisions of any rules shall be an offence;
 - (b) may provide for the imposition of penalties, which shall not exceed imprisonment for a term of three years or a fine of five thousand dollars or to both such imprisonment and fine; and
 - (c) may provide that in addition to such imprisonment or fine or imprisonment and fine, the penalty may extend to the cancellation or suspension of a licence.
- (4) The Minister may, in lieu of making any rules prescribing the forms which by this Act are required to be or may be prescribed, authorise the Controller to prescribe such forms as the Controller thinks fit.
- (5) All such rules shall be published in the *Gazette* and shall be presented to Parliament as soon as may be after publication.



SINGAPORE
GOVERNMENT GAZETTE
SUBSIDIARY LEGISLATION
SUPPLEMENT

Published by Authority

NO. 61]

FRIDAY, OCTOBER 1

[1965

Sp. No. S 153

THE HOUSING DEVELOPERS (CONTROL AND LICENSING) ORDINANCE, 1965.
(No. 4 OF 1965).

THE HOUSING DEVELOPERS (CONTROL AND LICENSING) ORDINANCE
(COMMENCEMENT) NOTIFICATION, 1965.

In exercise of the powers conferred by section 1 of the Housing Developers (Control and Licensing) Ordinance, 1965, the Minister for Law and National Development hereby makes the following Notification:—

1. This Notification may be cited as the Housing Developers (Control and Licensing) Ordinance (Commencement) Notification, 1965.

2. The Housing Developers (Control and Licensing) Ordinance, 1965, shall come into operation on the 1st day of October, 1965.

Made this 29th day of September, 1965.

HOWE YOON CHONG,
Permanent Secretary,

Ministry of Law and National Development.

[No. ND. 014/65].

Sp. No. S 154

THE HOUSING DEVELOPERS (CONTROL AND LICENSING) ORDINANCE, 1965.
(No. 4 OF 1965).

THE HOUSING DEVELOPERS RULES, 1965.

In exercise of the powers conferred by section 21 of the Housing Developers (Control and Licensing) Ordinance, 1965, the Minister for Law and National Development hereby makes the following Rules:—

1. These Rules may be cited as the Housing Developers Rules, 1965.

2. In these Rules —

“advertisement” means any notification or intimation of housing development —

- (a) published in any newspaper, journal or magazine or in the form of a brochure or in any other form;
- (b) displayed on any hoarding, boarding, roof, wall, paling, fence, frame, signboard, plate, cloth, bar, pillar, post, wire, casing or other erection or contrivance; or
- (c) conveyed by means of films within the meaning of the Cinematograph Films Ordinance or by means of broadcast sound receivers or broadcast television receivers within the meaning of the Broadcasting and Television Regulations, 1963.

Cap. 213.

G.N. No.
S 120/63.

“existing advertisement” means any advertisement which is in existence on the date of the coming into operation of these Rules.

3.—(1) No advertisement shall be made without previously obtaining a permit in writing from the Controller.

(2) An applicant for a permit shall —

- (a) make an application in such form as the Controller may require; and
- (b) supply such particulars of the advertisement in respect of which a permit is sought and in such form as the Controller may require.

(3) The Controller may, in his discretion, grant a permit for an advertisement, with or without attaching any condition or conditions thereto.

(4) The fee payable for a permit under this rule shall be ten dollars.

4. No permit for advertisement as provided in rule 3 of these Rules shall be issued for any housing development in respect of which the advertiser is not the owner of the land upon which housing development is proposed to be carried out.

5. Any advertisement (other than that conveyed by means of broadcast sound receivers or through broadcast television receivers) made by a licensed housing developer shall include the following particulars: —

- (a) the licence number or provisional licence number of the housing developer;
- (b) the permit number of the advertisement;
- (c) an intimation that the permission of the Competent Authority under the provisions of section 9 of the Planning Ordinance, 1959, has been obtained for the housing development that is being advertised;
- (d) the tenure of the land and encumbrances, if any, to which the land is subject; and
- (e) the expected date of completion of the proposed housing development.

Ord. 12 of
1959.

6. The Controller may, in his discretion, on the application of a housing developer and within a period of three months after the coming into operation of these Rules, waive any of the requirements of these Rules in respect of an existing advertisement.

7.—(1) Every licensed housing developer shall, before using any name or emblem for any site forming part of a housing development, obtain the written permission of the Controller for such use.

(2) The Controller may, in his discretion, grant permission for such use, with or without attaching any condition or conditions thereto.

8. Any name in any language by which any site forming part of a housing development is proposed to be called or any emblem used in connection therewith shall not contain anything which suggests or is calculated to suggest —

- (a) the patronage of the Yang di-Pertuan Negara or of any of the members of his family;
- (b) any connection with any Government department, statutory body or public building or place; or
- (c) any attribute to which the particular housing developer cannot genuinely lay proper claim.

9.—(1) A purchaser of housing accommodation shall not be required to pay a booking fee or any other payment by whatever name called, giving the purchaser any option or right to purchase, exceeding five hundred dollars.

(2) The maximum sum that may be required of the purchaser by the housing developer either as deposit or as first instalment towards the purchase price at the time of signing the agreement to purchase, inclusive of any booking fee or other payment by whatever name called, shall not exceed ten *per centum* of the total purchase price.

(3) (a) A licensed housing developer shall submit to the Controller his proposals in regard to the amount of each instalment to be collected from the purchaser or purchasers of the building or buildings or parts thereof at the various stages of the construction thereof;

(b) The Controller may, in his discretion, approve, disapprove or vary any such proposal;

(c) No purchaser shall be required to pay any instalment —

- (i) exceeding the amount approved by the Controller; or
- (ii) at any stage other than at the stages approved by the Controller under the provisions of sub-paragraph (b) of this paragraph.

(4) A purchaser shall not be required to pay more than ninety *per centum* of the purchase price until the licensed housing developer has delivered to him in respect of the building or buildings purchased a Certificate of Fitness for Occupation issued by the Chief Building Surveyor under the provisions of the Municipal (Building) By-laws, 1926, or of any other written law in respect thereof for the time being in force.

10. The fee for a licence granted under the provisions of subsection (4) of section 4 of the Ordinance or for a provisional licence granted under subsection (3) of section 29 of the Ordinance shall be one hundred dollars per annum or any part thereof.

11. Any licensed housing developer who contravenes any of the provisions of these Rules shall be guilty of an offence, and shall be liable on conviction to a fine not exceeding three thousand dollars, and for a second or subsequent offence to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding six months or to both such fine and imprisonment.

Made this 29th day of September, 1965.

HOWE YOON CHONG,
Permanent Secretary,
Ministry of Law and National Development.

[No. ND. Cf. 014/65; No. SAG./L./41/65].

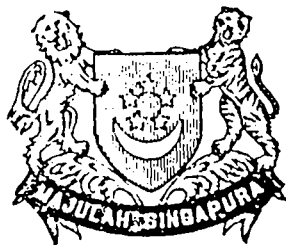
Sp. No. S 155

THE PLANNING ORDINANCE, 1959.
(No. 12 OF 1959).

THE PLANNING (PROVISION OF CAR PARKS) RULES, 1965.

In exercise of the powers conferred by subsection (1) of section 17 of the Planning Ordinance, 1959, the Minister for Law and National Development hereby makes the following Rules:—

1. These Rules may be cited as the Planning (Provision of Car Parks) Rules, 1965.
2. Without prejudice to the general requirements of the Competent Authority for the provision of car parking spaces in a land in respect of which an application for the grant of written permission to develop has been made, under the provisions of subsection (1) of section 9 of the Ordinance, the Competent Authority shall have power to require that—
 - (a) the number of the car parking spaces to be provided in such land shall not be less than that required in accordance with the rate set out in Part I of the Schedule to these Rules; or
 - (b) having regard to the movement of traffic in the area of such land and the capacity of the street where such land is situated and the surrounding streets, the number of car parking spaces to be provided—
 - (i) in such land and, such proportion of the required car parking spaces as may be permitted, in any other place approved by the Competent Authority; or
 - (ii) in any other place that may be approved by the Competent Authority, shall not be less than that required in accordance with the rate set out in Part I of the said Schedule.
3. The Competent Authority may, in determining the number of car parking spaces which is required to be provided under these Rules, have regard to the minimum dimensions of car parking spaces and circulation lanes set out in Part II of the Schedule to these Rules.
- 4.—(1) The Competent Authority may waive the requirements of rule 2 of these Rules, if the applicant for planning permission—
 - (a) satisfies the Competent Authority that an alternative site would be provided in the vicinity for a car park having such number of car parking spaces, as is required to be provided under these Rules; or



REPUBLIC OF SINGAPORE
GOVERNMENT GAZETTE
SUBSIDIARY LEGISLATION
SUPPLEMENT

Published by Authority

NO. 31

WEDNESDAY, JANUARY 11

[1967

No. S 4

THE HOUSING DEVELOPERS (CONTROL AND LICENSING) ORDINANCE, 1965.
(ORD. 4 OF 1965).

THE HOUSING DEVELOPERS (AMENDMENT) RULES, 1967.

In exercise of the powers conferred by section 21 of the Housing Developers (Control and Licensing) Ordinance, 1965, the Minister for Law and National Development hereby makes the following Rules:—

1. These Rules may be cited as the Housing Developers (Amendment) Rules, 1967.

2. Rule 3 of the Housing Developers Rules, 1965 (hereinafter in these Rules referred to as "the principal Rules") is hereby amended — G.N. Sp.
No. S
154/65.

(a) by deleting paragraph (2) thereof and substituting therefor the following:—

"(2) An applicant for a permit shall supply to the Controller —

- (a) particulars of the advertisement in the prescribed form obtainable from the Controller;
- (b) two copies of the advertisement in respect of which a permit is sought; and
- (c) such other information as may be required by the Controller.

Any misrepresentation of any particulars in subparagraph (a), (b) or (c) of this paragraph shall be an offence under these Rules."; and

(b) by inserting immediately after paragraph (4) thereof the following new paragraph:—

“(5) A permit granted by the Controller shall be in respect of one housing development but any subsequent advertisement in relation to the same development, which differs from that for which a permit was first granted shall be submitted for the prior approval of the Controller.”.

3. Rule 4 of the principal Rules is hereby deleted and the following substituted therefor:—

“4. No permit for advertisement as provided in rule 3 of these Rules shall be issued nor shall any advertisement be made for any housing development in respect of which —

(a) the housing developer is not the owner of the land upon which the housing development is proposed to be carried out; and

(b) the housing developer has not obtained the written permission of the Competent Authority under subsection (1) of section 9 of the Planning Ordinance, 1959.”.

Ord. 12
of 1959.

4. Rule 5 of the principal Rules is hereby amended —

(a) by deleting paragraph (c) thereof; and

(b) by deleting the full-stop appearing at the end of paragraph (e) thereof and substituting therefor a colon and by adding thereto the following new proviso:—

“Provided that in the case of classified or semi-classified advertisements in newspapers it shall not be necessary to include the licence number or the provisional licence number as the case may be and the advertisement permit number.”.

5. The principal Rules are hereby amended by inserting immediately after rule 5 thereof the following new rule:—

“5A. No housing developer's name other than that of a licensed housing developer or that of his duly authorised agent who shall also be a holder of a housing developer's licence, shall appear in any advertisement under these Rules.”.

6. Rule 9 of the principal Rules is hereby amended by deleting paragraph (4) thereof.

7. The principal Rules are hereby amended by inserting immediately after rule 9 thereof the following new rule:—

“9A.—(1) An agreement for sale between a housing developer and a purchaser shall be in the form prescribed in Schedule A to these Rules or in the case of a flat in the form prescribed in Schedule B to these Rules.

(2) No amendment, deletion or alteration to any such form shall be made except with the approval of the Controller.

(3) No housing developer who is not the registered proprietor or the owner or lessee under a lease of not less than 99 years of the land upon which development is proposed shall enter into any agreement for sale in respect of such land."

8. The principal Rules are hereby amended by inserting immediately after rule 11 thereof the following Schedules: —

"SCHEDULE A.

[Rule 9A (1)].

AN AGREEMENT made the day of One thousand nine hundred and sixty (196) BETWEEN a Company incorporated in Singapore duly licensed under the Housing Developers (Control and Licensing) Ordinance, 1965, (Provisional License No.) and having its Registered Office at Singapore, (hereinafter called "the Vendor") of the one part and (hereinafter called "the Purchaser") of the other part.

WHEREBY IT IS AGREED by and between the parties hereto as follows: —

1. The Vendor shall sell and the Purchaser shall purchase free from encumbrances the land described in the First Schedule hereto being one of the building plots in the building estate now being developed by the Vendor and known as , Singapore (hereinafter referred to as "the Estate") TOGETHER with a bungalow/semi-detached/terrace house (hereinafter called "the building") erected thereon or now in the course of erection thereon subject to the following special conditions and to the conditions of sale by public auction known as "The (Revised) Singapore Conditions of Sale" so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the special conditions herein.

2. The purchase price shall be Dollars (\$).

3. The purchase price shall be paid by the Purchaser to the Vendor by the instalments and at the times following, that is to say: —

- (a) Immediately upon the signing of this Agreement a sum equivalent to 10 per cent of the purchase price such sum to include the booking fee if any paid.
- (b) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the foundation work of the building has been completed a sum equivalent to 10 per cent of the purchase price.
- (c) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the reinforced concrete framework of the building has been completed a sum equivalent to 15 per cent of the purchase price.
- (d) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the brick walls of the building with door and window frames in position have been completed a sum equivalent to 15 per cent of the purchase price.

SCHEDULE A -- *continued.*

- (e) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the roofing and internal plastering of the building have been completed a sum equivalent to 15 per cent of the purchase price.
- (f) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the electrical wiring and plumbing (without fittings) to the building have been completed a sum equivalent to 10 per cent of the purchase price.
- (g) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the Vendor's architect has certified that the roads and drains serving the building have been completed a sum equivalent to 15 per cent of the purchase price.
- (h) On completion of the sale and purchase herein as hereinafter provided and on delivery to the Purchaser of vacant possession of the property sold the balance of 10 per cent of the purchase price, 5 per cent of which shall forthwith be paid to the Vendor and the remaining 5 per cent shall be paid to the Purchaser's solicitors as stakeholders to be paid to the Vendor only on production of the Certificate of Fitness for Occupation of the Chief Building Surveyor in respect of the building.

Every such Notice shall be supported by the requisite certificate of the Vendor's architect and shall be accepted without objection or enquiry as conclusive of the fact that the works therein referred to have been completed.

(Alternative clause 3 to be used in the case of mortgage).

3. On completion of the sale and purchase herein as hereinafter provided the Vendor and/or Mortgagee procured by the Vendor shall lend to the Purchaser the sum of \$ such loan to be secured by a mortgage of the property sold and to be repaid with capitalised interest not exceeding twelve *per centum* per annum by instalments over a period of not less than years. In such a case the purchase price shall be paid by the Purchaser to the Vendor by the instalments and at the times following that is to say:—

- (a) Immediately upon the signing of this Agreement a sum equivalent to 10 per cent of the purchase price such sum to include the booking fee if any paid.
- (b) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the foundation work of the building has been completed a sum equivalent to 10 per cent of the purchase price.
- (c) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the reinforced concrete framework of the building has been completed a sum equivalent to 15 per cent of the purchase price.
- (d) Within fourteen days after receipt by the Purchaser of the Vendor's notice in writing that the brick walls of the building with door and window frames in position have been completed the sum of \$

SCHEDULE A *continued.*

- (e) On completion of the sale and purchase herein as hereinafter provided and on delivery to the Purchaser of vacant possession of the property sold the balance of \$ _____ of which \$ _____ shall be paid to the Vendor and the residue thereof (i.e. \$ _____) equivalent to 5 per cent of the purchase price shall be paid to the Purchaser's solicitors as stakeholders to be paid to the Vendor only on production of the Certificate of Fitness for Occupation of the Chief Building Surveyor in respect of the building.

Every such Notice shall be supported by the requisite certificate of the Vendor's architect and shall be accepted without objection or enquiry as conclusive of the fact that the works therein referred to have been completed.

4. Time shall be of the essence of the contract in relation to all the provisions of this Agreement as shall relate to the payment of any instalment of the purchase price or any part thereof.

5. If any of the instalments referred to in clause 3 hereof shall remain unpaid by the Purchaser at the expiration of the said period of fourteen days (and in this respect time shall be of the essence) interest on such unpaid instalment or instalments shall commence to run immediately thereafter and be payable by the Purchaser such interest to be calculated from day to day at the rate of twelve *per centum per annum*. If any of such unpaid instalments and interest shall remain unpaid for any period in excess of forty days after its due date the Vendor shall be entitled at its option on giving to the Purchaser or his solicitors not less than thirty days' notice in writing to treat this Agreement as having been repudiated by the Purchaser and (unless in the meanwhile such unpaid instalment and interest shall have been paid) this Agreement shall at the expiration of the said notice (and in this respect time shall be of the essence) be annulled and in such an event—

- (a) the Vendor shall be entitled to deal with or otherwise dispose of the property sold in such manner as the Vendor shall see fit as if this Agreement had not been entered into;
- (b) the instalments previously paid by the Purchaser to the Vendor excluding any interest paid shall be dealt with and disposed of as follows:—
 - (i) firstly all interest calculated up to the date of expiration of the said notice owing and unpaid shall be paid to the Vendor;
 - (ii) secondly a sum equivalent to 25 per cent of the balance thereof shall be paid and forfeited to the Vendor; and
 - (iii) lastly the residue thereof shall be refunded to the Purchaser;
- (c) neither party hereto shall have any further claims against the other for costs, damages, compensation or otherwise hereunder; and
- (d) each party hereto shall pay its own costs in the matter.

6. The title to the property sold shall be properly deduced. The Purchaser shall not require the delivery or production of any deeds not in the Vendor's possession nor shall the Purchaser make any requisition or objection in respect thereof.

7. The building shall be constructed in a good and workmanlike manner in accordance with the specifications described in the Third Schedule hereto and in accordance with plans approved by the Chief Building Surveyor or other Competent

SCHEDULE A *continued.*

Authority which specifications and plans have been accepted and approved by the Purchaser as the Purchaser hereby acknowledges. No changes thereto or deviations therefrom shall be made without the consent of the Purchaser except such as may be required by the Competent Authority or Local Authority, and such as may be certified by the Vendor's architect as expedient or necessary. The Purchaser shall not be liable for the cost of such changes or deviations and shall not be entitled to any reduction in the purchase price herein or to any damages in respect thereof.

8. The Vendor shall at its own cost and expense cause to be constructed the roads, driveways, drains, culverts, sewerage mains and sewerage plant serving the building in accordance with the requirements and standards of the Local Authority. The Vendor shall at its own cost and expense cause to be laid all necessary water, electricity and sewerage mains to serve the building and cause the internal mains and the sanitary installations of the building to be connected to the water, electricity and sewerage mains of the Local Authority or the sewerage plant in the Estate.

9. The Purchaser shall be liable for and pay all turning on fees for the supply of electricity, gas and water to the building.

10. The Vendor shall at its own cost and expense obtain the approval of the Competent Authority under subsection (3) of section 9 of the Planning Ordinance, 1959 (No. 12 of 1959) for the subdivision of the property sold but any delay in obtaining such approval shall not be a ground for any delay by the Purchaser in the payment on due date of any of the instalments of the purchase price herein-before referred to in clause 3 hereof and the interest thereon (if any).

11. The sale and purchase herein shall be completed at the office of the Vendor's solicitors of fourteen days after the receipt by the Purchaser or his solicitors of the Notice to Complete of the Vendor or of its solicitors such notice to be accompanied by the certificate of the Vendor's architect that the building and road drainage and sewerage works have been completed in accordance with the relevant approved plans and that sewerage water and electricity and/or gas services have been duly connected to the building and that the said approval of the Competent Authority for subdivision has been obtained. On completion, the Vendor shall make and execute to the Purchaser an assurance of the property sold such assurance to be prepared by and at the expense of the Purchaser. The said Notice to Complete shall be given by the Vendor on or before the day of , 19 , or such other subsequent date or dates as may after the date hereof be appointed by the Controller of Housing. If the Vendor shall fail to give the said Notice to Complete on the appointed date the Vendor shall pay to the Purchaser liquidated damages calculated from day to day in respect of the period commencing from the appointed date up to the date when the said Notice to Complete shall have actually been given at the rate of nine *per centum* per annum on the purchase price such interest to be paid and deducted from the balance of the purchase price payable on completion.

12. Upon payment of the whole of the purchase price and interest (if any), and all other moneys as may be due by the Purchaser to the Vendor in respect of the building or under this Agreement and upon completion of the sale and purchase herein vacant possession of the property sold shall be delivered to the Purchaser.

SCHEDULE A — *continued.*

13. The Vendor shall pay and be liable for all Government Resurvey fees payable in respect of the property sold and shall also furnish to the Purchaser the requisite conveyance plans in respect thereof. The Purchaser shall on demand pay to the Vendor the sum of \$ _____ as contribution towards such fees and plans.

14. The Purchaser shall not without the previous written consent of the Vendor carry out or cause to be carried out any deviation from the said plans and specifications or any alteration or addition to the building or instal or cause to be installed any fixture or fitting therein until the relevant Certificate of Fitness for Occupation in respect thereof shall have been issued by the Chief Building Surveyor.

15. The Vendor shall do all acts and things necessary to procure the issue of the relevant Certificate of Fitness for Occupation of the Chief Building Surveyor in respect of the said building and shall at its own cost and expense comply with all requirements of the Chief Building Surveyor which are conditions precedent to the issue of such Certificate of Fitness and hereby undertakes to produce such Certificate of Fitness to the Purchaser when issued. The Vendor and its workmen and agents shall be entitled (if necessary) at any time after completion of the sale and purchase herein and prior to the issue of the said Certificate of Fitness to make such alterations and/or additions to the building as may be required by the Chief Building Surveyor and the Purchaser shall allow them access into the property sold at all reasonable times for the purpose. All other notices (if any) of the Local Authority served on or after the date hereof shall be complied with by and at the expense of the Purchaser.

16. Any defect, shrinkage or other fault in the building which shall become apparent within a period of six calendar months after the date of delivery of vacant possession to the Purchaser or after the date of issue of the said Certificate of Fitness for Occupation (whichever shall be the earlier) and which shall be due to defective workmanship or materials or to the building not having been constructed in accordance with the said specifications and plans (amended or un-amended as the case may be) shall be made good by the Vendor at its own cost and expense within one month of its having received written notice thereof from the Purchaser.

17. If as a result of the introduction of any new laws, by-laws, rules or regulations or the amendment of existing laws, by-laws, rules or regulations it shall be imposed on the Vendor and the Vendor shall become liable to pay any new or additional fees or charges or impositions save and except any increase in the cost of building materials, labour and transport charges the payment of which shall be a condition precedent for continuing and completing the development of the phase of the Estate hereinafter referred to in clause 22 hereof or any part or parts thereof in accordance with the layout plans and specifications herein referred to and the due observance and performance by the Vendor of its obligations and liabilities hereunder the Purchaser shall refund to the Vendor a proportionate part of such new or additional fees, charges or impositions upon production to the Purchaser of the relevant receipts for the payment of the same by the Vendor.

18. The area of the property sold as mentioned in the said First Schedule hereto or as appearing in the said conveyance plans shall be deemed to be correct, final and conclusive and no adjustment in the purchase price herein shall be made if on completion of resurvey by Government such area shall be found to be more or less than that mentioned in the said First Schedule or appearing in the said conveyance plans.

SCHEDULE A --- *continued.*

19. The property is sold subject to all road, backlane and other improvement schemes whatever affecting the same and to the proposals contained in the Master Plan.

20. The wall separating the building (if the same is not a detached building) from the adjoining building or buildings shall be deemed to be a party wall or party walls as the case may be and shall be maintained and kept in repair from time to time at the joint cost and expense of the owners for the time being of the buildings separated thereby and the assurance in favour of the Purchaser shall contain a declaration to this effect.

21. There shall in the said assurance to the Purchaser be granted to the Purchaser and his executors, administrators and assigns the owners and occupiers for the time being of the property sold and all tenants, agents, servants and other persons for the time being authorised by the Purchaser full and free right and liberty in common with the Vendor and all other persons having the like right and liberty with or without horses and other animals, carts, carriages, motor-cars and other vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of the property to pass and repass along over and upon the whole length of the private roads in the Estate providing access to the property sold and to lay over, on and under the same all such pipes, culverts cables and drains for the purpose of the supply of water, gas or electricity to or the drainage or sewage of any house or building now erected or hereafter to be erected on the property sold the Purchaser making good nevertheless at his expense all damage or disturbance caused thereby and also a similar right to make all connections to and similarly to use the septic tank or sewerage plant now or hereafter to be constructed in the Estate and the pipes and drains incidental to the proper use of the said septic tank or sewerage plant. There shall also be reserved to the Vendor and all others to whom the Vendor may grant or has already granted the same or similar rights of way and drainage and of making connections as aforesaid the right to construct, lay and use any drains, pipes or cables over or under the property sold which the Vendor or such others may in their, his or her absolute discretion consider necessary for the purpose of serving other houses or buildings now erected or hereafter to be erected on the lands comprised in the Estate or any part or parts thereof and to make all necessary connections thereto.

22. The property sold is one of the building plots comprised in a section of the Estate intended to be developed as Phase, the layout of which has been duly approved by the Competent Authority. No amendments to the approved layout relating to such Phase shall be made or carried out except such as may be required by the Competent Authority, local or other Government Authority or as may be certified by the Vendor's architect as expedient and necessary. The sales of all building plots comprised in the said Phase shall be subject to the restrictive covenants and other covenants and conditions set out in the Second Schedule hereto. The property sold is accordingly sold subject to the said covenants and conditions and the assurance of the property sold to the Purchaser shall contain a covenant by the Purchaser in the form set out in the said Second Schedule to perform and observe the same.

SCHEDULE A—*continued.*

23. Any notice, request or demand requiring to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served—

- (a) if it is given by the party or his or its solicitor or solicitors by post in a registered letter addressed to the party to be served at his or its address hereinbefore mentioned and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such registered letter would in the ordinary course be delivered; or
- (b) if it is given by the party or his or its solicitor or solicitors and despatched by hand to the party to be served or his or its solicitor or solicitors.

24. Notwithstanding completion of the sale and purchase herein the terms and conditions of this Agreement shall remain in full force and effect as between the Vendor and the Purchaser in so far as the same are not fulfilled.

25. In this Agreement unless there be something in the subject or context inconsistent therewith, words importing the singular number or the masculine gender only include the plural number or the feminine gender and words importing persons include corporations and the expressions "the Vendor" and "the Purchaser" include their respective successors-in-title.

AS WITNESS the hands of the parties hereto the day and year first above written.

The First Schedule above referred to:

ALL that piece of land situate at _____ in the District
of _____ in the Island of Singapore known as Private Lot
estimated to contain an area of _____
square feet being part of Government Resurvey Lot _____ of Mukim/T.S.
forming part of the land comprised in Grant No. _____
and more particularly delineated and coloured red on the plan attached hereto and
TOGETHER WITH the building erected or in course of erection thereon.

The Second Schedule above referred to:

The Purchaser for himself and his executors, administrators and assigns with the intent and so that the covenants hereinafter contained shall run with and be binding upon the property sold into the hands of whomsoever the same may come, and shall ensure for the benefit of the whole or any part or parts of the lands comprised in the Estate and so that such covenants and conditions shall so far as practicable be enforceable by the Vendor or other the owners, occupiers for the time being of the lands comprised in the Estate or any part or parts thereof but not so as to render the Purchaser or other the owner for the time being of the said property hereby conveyed personally liable in damages for any breach of any of the said covenants and conditions which are restrictive of the user of the said property after he, she or they shall have parted with all interest therein hereby covenants with the Vendor its executors, administrators and assigns to observe and perform the following restrictive and other covenants and conditions namely—

- (a) That until all the roads in the Estate providing access to the said property and also all culverts, pipes, cables, sewerage and water drains and

SCHEDULE A -- *continued.*

septic tank or tanks or other sewerage plant or plants now or hereafter erected made or constructed on, over or under the Estate are taken over and maintained by the relevant Local Authority the Purchaser will from time to time contribute a fair and rateable proportion of the costs of maintaining and keeping in a proper state of repair and condition the said roads, culverts, pipes, cables, sewerage and water drains and septic tank or tanks or other sewerage plant or plants such proportion in case of difference to be ascertained at the option of the Vendor by a qualified surveyor appointed by the Vendor or by an arbitrator or arbitrators appointed for that purpose in terms of the Arbitration Ordinance (Chapter 10) or any statutory modification or re-enactment thereof for the time being in force.

- (b) Until the septic tank or tanks or other sewerage plant or plants serving the Estate shall be taken over and maintained by the relevant Local Authority and maintenance charges become due and payable to them to pay as maintenance charges to the Vendor without demand on the first day of every calendar month the sum of \$2 per month for each water closet connected to such septic tank or tanks or other sewerage plant or plants.
- (c) Not to do or suffer on the said property or in or upon any house or building erected thereon any matter or thing of any kind whatsoever which may be or become a nuisance or annoyance to the Vendor or the person or persons for the time being owning or occupying any lands comprised in the Estate or any other lands or premises which may be adjacent or adjoining to or in the neighbourhood of the said property.
- (d) Not to use any dwelling house or other building now erected or hereafter to be erected on the said property or any part thereof or permit the same to be used for any purpose other than as a private dwelling house and not to display on any part thereof any signboard save and except one designating the number of the said dwelling house and the name of the street and name of the occupier thereof.
- (e) Not to use any part or parts of the said property or any dwelling house or other building now erected or hereafter to be erected thereon or any part thereof for the storage of any merchandise whatsoever.
- (f) Not at any time to alienate any estate or interest in the said property or any part thereof without imposing the covenants and condition contained in the preceding sub-clauses and the covenant contained in this sub-clause upon all or any person or persons to whom he shall so alienate such estate or interest in the said property or any part thereof:

PROVIDED ALWAYS that nothing herein contained shall place or be deemed to place on the Vendor any obligation to enforce or effectuate the said covenants and conditions or any of them against the purchaser or purchasers of any other land or lands forming part of the Estate or to impose the same or any of them on such purchaser or purchasers RESERVING NEVERTHELESS to the Vendor the free right so far as the Vendor has power so to do to vary or alter the existing scheme for the laying out of the Estate or any part or parts thereof or any of the said covenants and conditions in any manner the Vendor may deem fit.

SCHEDULE A — *continued.**The Third Schedule above referred to.*

BUILDING SPECIFICATIONS.

- | | (Description) |
|-------------------------------------|---------------|
| (a) <i>Structure:</i> | |
| (b) <i>Brick:</i> | |
| (c) <i>Roofing Tiles:</i> | |
| (d) <i>Roof Timber:</i> | |
| (e) <i>Ceiling:</i> | |
| (f) <i>Windows:</i> | |
| (g) <i>Door:</i> | |
| (h) <i>Locks:</i> | |
| (i) <i>Decoration:</i> | |
| (j) <i>Flooring:</i> | |
| (k) <i>Wall Tiles:</i> | |
| (l) <i>Sanitary Installation:</i> | |
| (m) <i>Electrical Installation:</i> | |
| (n) <i>Fencing:</i> | |
| (o) <i>Turfing:</i> | |

SIGNED on behalf of the
VENDOR in the presence of: }

SIGNED by the abovenamed
PURCHASER in the presence of: }



REPUBLIC OF SINGAPORE
GOVERNMENT GAZETTE
SUBSIDIARY LEGISLATION
SUPPLEMENT

Published by Authority

NO. 49]

FRIDAY, JULY 29

[1966

No. S 159

THE LOCAL GOVERNMENT INTEGRATION ORDINANCE, 1963.
(ORD. 18 OF 1963).

THE LOCAL GOVERNMENT (BUILDING) REGULATIONS, 1966.

In exercise of the powers conferred by section 184 of the Local Government Integration Ordinance, 1963, the Minister for Law and National Development hereby makes the following Regulations: —

PART I.

PRELIMINARY.

1. These Regulations may be cited as the Local Government (Building) Regulations, 1966. Short title and commencement.
2. In these Regulations unless the context otherwise requires —
 - “aggregate” means any material other than cement and water used in the making of concrete;
 - “approved” means approved by the Chief Building Surveyor;
 - “approved plan” means a plan for a building approved by the Chief Building Surveyor in accordance with the Ordinance and these Regulations;
 - “balcony” means any stage, platform, oriel window or other similar structure projecting outwards from the wall of a building beyond the line of building and over the line of street and supported by brackets or cantilevered;
 - “base”, in relation to a wall or pier, means —
 - (a) the underside of the course immediately above the footings, if any, or in the case of a wall carried by a beam, above the beam; and

31. (1) Notice of the intention to commence or resume the erection of a building required under subsections (7) and (8) of section 52 of the Ordinance shall be made in such Form as may be prescribed by the Chief Building Surveyor and shall include particulars of the intended work.

Notice of commencement or resumption of building operations.

(2) If the work is not commenced or resumed on the date given in such notice a further notice in such Form as may be prescribed by the Chief Building Surveyor shall be given before the work may be commenced or resumed.

32.—(1) As soon as a trench for the foundations of a building has been excavated, the architect shall give written notice to the Chief Building Surveyor in such Form as may be prescribed by the Chief Building Surveyor informing him of the fact, and stating the nature of the foundations he proposes to adopt, and shall obtain the approval in writing of the Chief Building Surveyor before proceeding with the work.

Notice of Excavation.

(2) The Chief Building Surveyor or an officer authorised by him in writing for the purpose shall make his inspection within seven days of the receipt of the notice and if no notification is received by the Architect from the Chief Building Surveyor within the aforesaid seven days the work may be proceeded with.

33.—(1) Before the covering up of any damp proof course required to be provided under regulation 76 of these Regulations the architect shall give written notice in such Form as may be prescribed by the Chief Building Surveyor and shall obtain the approval in writing of the Chief Building Surveyor before proceeding with the work.

Notice regarding damp proof course.

(2) The Chief Building Surveyor or an officer authorised by him in writing for the purpose shall make his inspection within five days of the receipt of the notice and if no notification is received by the architect from the Chief Building Surveyor within five days, the work may be proceeded with.

34.—(1) A Certificate of Fitness for occupation of a building shall be given when —

Certificate of Fitness for occupation.

(a) the architect during the course of the work has certified in such Form as may be prescribed by the Chief Building Surveyor that he has personally supervised the erection of the building and that to the best of his knowledge and belief the building is in accordance with the relevant regulations, plans and conditions under which such plans and amendments thereto, if any, were approved; and

(b) the Chief Building Surveyor or an officer authorised by him in writing for the purpose has inspected the building and is satisfied that it conforms with the approved plans.

(2) Nothing contained in this regulation shall prevent the Chief Building Surveyor or an officer authorised by him in writing for the purpose from inspecting any building works at any stage thereof and calling attention to any deviation from the approved plan or non-compliance with any of these Regulations, which he may observe and from giving notice in writing ordering such deviation to be rectified.

(3) No person shall occupy or permit to be occupied any building or any part thereof unless a Certificate of Fitness for occupation has been issued under this regulation for such building:

Provided always that the Chief Building Surveyor may in his discretion grant a licence for the temporary occupation of such building for a period not exceeding six months, in cases where only minor deviations from the approved building plans in respect thereof have been made and pending full compliance with the requirements of the Chief Building Surveyor before the issue of a Certificate of Fitness.

(4) The fee for a Certificate of Fitness issued or for a licence for temporary occupation granted under the provisions of this regulation shall be ten dollars.

PART III.

SPACE, LIGHT AND VENTILATION.

Space About Buildings.

Area of open space as required under section 57 of the Ordinance.

35.—(1) The open space required under section 57 of the Ordinance shall be —

- (a) for all residential buildings, not less than one half of the built-on area of the building lot; and
- (b) for all other buildings, not less than one-tenth of the built-on area of the building lot.

(2) Where the ground floor of a residential building is used for non-residential purposes such ground floor may occupy nine-tenths of the area of the building lot.

(3) For the purpose of this regulation —

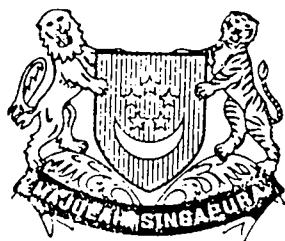
- (a) no space occupied by air wells shall be reckoned in calculating any open space;
- (b) the space occupied by any single-storied annexe which does not exceed the height of the ceiling of the ground floor shall not be counted as built-on area nor as open space; and
- (c) half the width of a backlane abutting a building lot shall be counted as open space.

Space about detached buildings.

36.—(1) In the case of a detached building, there shall not be less than 7 feet 6 inches clear space between the building and any of the boundaries of its lot.

(2) For the purposes of this regulation —

- (a) in the case of residential buildings, the boundary abutting the street shall be considered to be the rear edge of the foot-way or foot-way reserve; and



REPUBLIC OF SINGAPORE
(EDITION OF 1970).

CHAPTER 30

Civil Law Act

ARRANGEMENT OF SECTIONS

Section

1. Short title.
2. Interpretation.
3. Law and equity to be administered concurrently.
4. Administration of insolvent estates, and winding up companies.
5. Law of England to be observed in all commercial matters.
6. Contract of sale for one hundred dollars and upwards.
7. Agreement by way of gaming or wagering to be null and void.
8. Effect of death on certain causes of action.
9. Power of courts of record to award interest on debts and damages.
10. Abolition of husband's liability for wife's torts and ante-nuptial contracts, debts and obligations.
11. Proceedings against and contribution between, joint and several tortfeasors.
12. Compensation to the family of a person for loss occasioned by his death.
13. Appointments to be valid notwithstanding one or more objects excluded, or only take an unsubstantial share.
14. Executor deemed to be trustee for person entitled to residue on intestacy.
15. Devisee of land not to claim payment of mortgage out of movable property.
16. Bona vacantia.
17. No person chargeable with rent bona fide paid to holder under defective title.
18. Rules to apply to District Courts.
19. Presumption of survivorship in regard to claim to property.

1955 Edition Cap. 24
Ords. 4 of 1909,
12 of 1934,
63 of 1935,
30 of 1940,
23 of 1955,
8 of 1957,
15 of 1959,
7 of 1962,
16 of 1962.
Acts 5 of 1966,
16 of 1968.
M. Ord. 16 of 1950.
G.Ns. S 223/59,
S (N.S.) 178/59.
L.Ns. 155/65,
260/65.
Cf. 1955 Edition
Cap. 31.

An Act to consolidate certain provisions of the civil law.

[23rd July 1909]

Effectual to pass right and remedy.

Stipulations not of the essence of contracts to be construed as in equity.

Injunctions and receivers granted or appointed by interlocutory orders.

Terms.

To prevent waste, etc., when granted.

Custody and education of infants.

Cases of conflict not enumerated, equity to prevail.

Law of England to be observed in all commercial matters.
Am. L.N. 260/65,
5 of 1966.

to all equities which would have been entitled to priority over the right of the assignee under the law as it existed before the twenty-third day of July, 1909, to pass and transfer the legal right to such debt or chose in action, from the date of such notice, and all legal and other remedies for the same, and the power to give a good discharge for the same, without the concurrence of the assignor.

(7) Stipulations in contracts, as to time or otherwise, which would not, before the twenty-third day of July, 1909, have been deemed to be or to have become of the essence of such contracts in a court of equity, shall receive in all cases the same construction and effect as they would have received in equity before the said date.

(8) A mandamus or an injunction may be granted or a receiver appointed by an interlocutory order of the court, either unconditionally or upon such terms and conditions as the court thinks just, in all cases in which it appears to the court to be just or convenient that such order should be made.

(9) If an injunction is asked, either before, or at, or after the hearing of any cause or matter, to prevent any threatened or apprehended waste or trespass, such injunction may be granted if the court thinks fit whether the person against whom such injunction is sought is or is not in possession under any claim of title or otherwise, or, if out of possession, does or does not claim a right to do the act sought to be restrained under any colour of title, and whether the estates claimed by both, or by either of the parties, are legal or equitable.

(10) In questions relating to the custody and education of infants, the rules of equity shall prevail.

(11) Generally in all matters not hereinbefore particularly mentioned, in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail.

5.—(1) In all questions or issues which arise or which have to be decided in Singapore with respect to the law of partnerships, corporations, banks and banking, principals and agents, carriers by air, land and sea, marine insurance, average, life and fire insurance, and with respect to mercantile law generally, the law to be administered shall be the same as would be administered in England in the like case, at the corresponding period, if such question or issue had arisen or had to be decided in England, unless in any case other provision is or shall be made by any law having force in Singapore.

(2) Nothing herein shall be taken to introduce into Singapore any part of the law of England relating to the tenure or conveyance or assurance of, or succession to, any immovable property, or any estate, right or interest therein.

Immovable property.

6.—(1) A contract for the sale of any goods of the value of one hundred dollars or upwards shall not be enforceable by action unless the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract be made and signed by the party to be charged or his agent in that behalf.

Contract of sale for one hundred dollars and upwards.

Add. 23 of 1955.

(2) The provisions of this section apply to every such contract, notwithstanding that the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured, or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

(3) There is an acceptance of goods within the meaning of this section when the buyer does any act in relation to the goods which recognizes a pre-existing contract of the sale whether there be an acceptance in performance of the contract or not.

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7.—(1) All contracts or agreements, whether by parol or in writing, by way of gaming or wagering shall be null and void.

Agreement by way of gaming or wagering to be null and void.

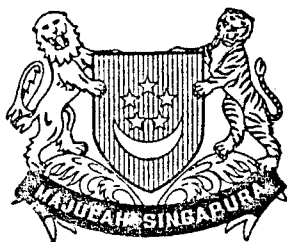
(2) No action shall be brought or maintained in the court for recovering any sum of money or valuable thing alleged to be won upon any wager or which has been deposited in the hands of any person to abide the event on which any wager has been made.

(3) Subsections (1) and (2) of this section shall not be deemed to apply —

Subs. 7 of 1962.

(a) to any subscription or contribution, or agreement to subscribe or contribute, for or toward any plate, prize or sum of money to be awarded to the winner or winners of any lawful game, sport, pastime or exercise; or

(b) to any contract or agreement which purports to be a contract or agreement for the sale or purchase of rubber either for immediate or future delivery.



REPUBLIC OF SINGAPORE
(EDITION OF 1970).

CHAPTER 3

Interpretation Act

Acts 10 of 1965,
14 of 1969,
Cf. 1955 Ed. Cap. 2

ARRANGEMENT OF SECTIONS

Section

1. Short title.

PART I

GENERAL PROVISIONS OF INTERPRETATION

2. Interpretation of certain words and expressions.

PART II

GENERAL PROVISIONS REGARDING WRITTEN LAW

3. Acts to be public Acts.
4. Acts to be divided into sections without introductory words
5. Schedules.
6. Subdivisions of Acts.
7. Forms.
8. Mode of citing Acts.
9. Construction in an Act of references to sections, etc.
10. Coming into operation of written law.
11. Effect of repeal of Act on subsidiary legislation made thereunder.
12. Repeal of repealing laws
13. Repeal of amended law to include amendments.
14. Repeal and substitution.
15. References to amended and re-enacted provisions.
16. Effect of repeal.
17. Construction of amending Act.
18. Effect of expiration of written law.

PART III

SUBSIDIARY LEGISLATION

19. General provisions with respect to power given to any authority to make subsidiary legislation.
20. Additional provisions as to subsidiary legislation.
21. Use of defined terms in subsidiary legislation.

Section

22. Exercise of statutory powers between enactment and commencement of Act.
23. Commencement of subsidiary legislation.
24. Judicial notice of subsidiary legislation.
25. Construction of amending subsidiary legislation.
26. Acts done under subsidiary legislation to be deemed to be done under Act.

PART IV

POWERS AND APPOINTMENTS

27. Construction of provisions as to exercise of powers and duties.
28. Power to appoint includes power to dismiss.
29. Construction of enabling words.
30. Appointment of officers by name or office.
31. Official designation to include officer executing duties.
32. Appointments having retrospective effect.
33. Powers of a board, etc., not affected by vacancy, etc.
34. Signification of orders, etc., of the President.
35. Signification of orders, etc., of a Minister.
36. Delegation of powers of Minister.
37. Signing of documents.

PART V

REPRINT OF ACTS

38. Reprint of Acts.

PART VI

PENAL PROVISIONS

39. Attempt to commit an offence to be deemed an offence.
40. Imposition of a penalty not a bar to civil action.
41. Provisions as to offences under two or more laws.
42. Penalties prescribed to be deemed maximum penalties.

PART VII

MISCELLANEOUS

43. Powers of the President, Minister or other authority to appoint public officer as such to serve on board and to appoint chairman.
44. Prima facie evidence of signature.
45. Public officers.
46. Act for which payment is required need not be performed till payment be made.
47. Fees or charges may be prescribed and may be reduced, varied, remitted or refunded.
48. Proceedings not to abate on death, etc. of official.
49. *Gazette* to be evidence of matters therein.
50. Measurement of distance.

Section

- 51. Computation of time.
- 52. Standard time.
- 53. Provision when no time prescribed.
- 54. Construction of power of extending time.
- 55. Saving of rights of the Government.
- 56. Act to be binding on Government.

An Act to define certain terms and expressions used in written law and to make provision for the construction, interpretation and publication of written law and for matters connected therewith.

[28th December 1965]

- 1. This Act may be cited as the Interpretation Act.

Short title.

PART I

GENERAL PROVISIONS OF INTERPRETATION

2.—(1) In this Act, and in every written law enacted before or after the commencement of this Act, the following words and expressions shall, without prejudice to anything done prior to the coming into operation of this Act, have the meanings respectively assigned to them unless there is something in the subject or context inconsistent with such construction or unless it is therein otherwise expressly provided:—

Interpretation of certain words and expressions.

Am. 14 of 1969.

“abet”, with its grammatical variations and cognate expressions, has the same meaning as in the Penal Code;

“Accountant-General” means the Accountant-General of Singapore;

“act”, when used with reference to an offence or civil wrong, includes a series of acts, and words which refer to acts done shall be construed as extending to illegal omissions;

“Act” or “Act of Parliament” means an Act of the Parliament of Singapore and includes any Ordinance or Act of Singapore or Malaysia having the force of law in Singapore; and the expression “the Act” when used in any subsidiary legislation means the Act under the authority of which such subsidiary legislation was made;

“advocate” and “advocate and solicitor” mean an advocate and solicitor of the Supreme Court;

“animal” includes bird, reptile, fish and every kind of vertebrate animal and the young thereof;

“Singapore” means the Republic of Singapore and shall be deemed to include the Island of Singapore and all islands and places which on the 2nd day of June, 1959, were administered as part of Singapore and all territorial waters adjacent thereto;

“Solicitor-General” means the Solicitor-General of Singapore;

“Speaker” means the Speaker of the Parliament elected in accordance with the provisions of the Constitution;

“States of Malaya” means the States of Johore, Kedah, Kelantan, Malacca, Negri Sembilan, Pahang, Penang, Perak, Perlis, Selangor and Trengganu, which constitute part of Malaysia;

“statutory declaration”, if made —

Cap. 13.

(a) in Singapore, means a declaration made under the Statutory Declarations Act;

(b) in the United Kingdom or any part of the Commonwealth other than in Singapore, means a declaration made before a justice of the peace, notary public or other person having authority therein under any law for the time being in force to take or receive a declaration;

(c) in any other place, means a declaration made before a consul or vice-consul or before any person having authority under any law for the time being in force to take or receive a declaration;

“subsidiary legislation” means any order in council, proclamation, rule, regulation, order, notification, by-law or other instrument made under any Act, Ordinance or other lawful authority and having legislative effect;

“Supreme Court” means the Supreme Court of Singapore constituted under any written law for the time being in force relating to the courts and includes the High Court;

“the Government” means the Government of Singapore;

“United Kingdom” means Great Britain and Northern Ireland;

- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed against any written law so repealed; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as aforesaid; and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the repealing law had not been passed.

17. Where an Act amends or adds to any Act, the amending Act shall, so far as is consistent with the tenor thereof, and unless the contrary intention appears, be construed as one with the amended Act and as part thereof.

Construction of amending Act.

18. The expiration of a written law shall not affect any civil or criminal proceeding previously commenced under such written law, but every such proceeding may be continued and everything in relation thereto may be done in all respects as if the written law continued in force.

Effect of expiration of written law.

PART III

SUBSIDIARY LEGISLATION

19. When any Act confers power on any authority to make subsidiary legislation, the following provisions shall, unless the contrary intention appears, have effect with reference to the making and operation of such subsidiary legislation:—

General provisions with respect to power given to any authority to make subsidiary legislation.

- (a) subsidiary legislation may at any time be amended, varied, rescinded or revoked by the same authority and in the same manner by and in which it was made:

Provided that where any Act is to come into operation on a date to be fixed by subsidiary legislation, the power to make such subsidiary legislation shall not include the power of amending, revoking or suspending the same:

And provided further that where such authority has been replaced wholly or partially by another authority, the power conferred herein upon the original authority may be exercised by the replacing authority concerning all matters or things within its jurisdiction as if it were the original authority;

- (b) when any Act confers powers on any authority to make subsidiary legislation for any general purpose, and also for any special purpose incidental thereto, the enumeration of the special purposes shall not be deemed to derogate from the generality of the powers conferred with reference to the general purpose; and
- (c) no subsidiary legislation made under an Act shall be inconsistent with the provisions of any Act.

Additional provisions as to subsidiary legislation.

20. The following provisions shall also apply to subsidiary legislation:—

- (a) authority to make subsidiary legislation shall include —
 - (i) authority to provide that a contravention thereof shall be punishable by a fine not exceeding two thousand dollars or with imprisonment for a term not exceeding one year or both such fine and imprisonment, as may be specified in the subsidiary legislation;
 - (ii) authority to amend any forms prescribed by the written law under which the subsidiary legislation was made; and
 - (iii) authority to prescribe new forms for the purpose thereof and for the purpose of the subsidiary legislation;
- (b) authority to provide for fees and charges shall include authority to provide for the reduction, waiver or refund thereof, either generally or in any particular event or case or class of cases or in the discretion of any person; and
- (c) a reference in a written law to another written law shall include reference to any subsidiary legislation made thereunder.

Use of defined registration, legislation.

21. Where an Act confers powers to make any subsidiary legislation, expressions used in the subsidiary legislation shall, unless the contrary intention appears, have the same respective meanings as in the Act conferring the power.

Exercise of statutory powers between enactment and commencement of Act.

22. When an Act which is not to come into operation immediately on the passing thereof confers power to make any appointment or to make subsidiary legislation or to issue notifications or to prescribe forms or to do any other thing