

**POWER OF ATTORNEY FOR SALE SUBLETTING AND GENERAL
MANAGEMENT OF A HDB FLAT**

A POWER OF ATTORNEY given on the _____ day of _____ 20____ by
*me/us

(1) _____ (NRIC NO: _____),

(2) _____ (NRIC NO: _____),

of _____

(hereinafter referred to as “the Donor”)

WHEREAS:

(1) The Donor is the lessee of the flat known as _____ (hereinafter referred to as “the said flat”).

(2) The Donor is desirous of appointing _____ (NRIC No. _____) of _____ (hereinafter referred to as “the Attorney”) as Attorney for the Donor to execute all documents in connection with the sale subletting and general management of the said flat and to deal generally with the Housing & Development Board (hereinafter referred to as “HDB”).

NOW THIS DEED WITNESSETH that the Donor hereby appoint the Attorney to act on behalf of the Donor to do and perform the following acts and deeds:

Sale of HDB flat

1. Power of sell

To sell and absolutely dispose of the said flat, but the Attorney shall not sell without first obtaining the written consent of the HDB and to comply with all the terms and conditions which may be imposed by the HDB in respect of such consent.

2. **Execution of documents**

To execute, sign seal and deliver the Option, the Sale and Purchase Agreement, Agreement for Lease, Deed of Assignment, Transfer, Letter of Authorisation and any deeds instruments and documents required by the HDB in connection with the sale of the said flat.

3. **Option for resale levy/premium**

To sign and agree to the terms in the option form and all other forms relating to payment of resale levy/premium under HDB's prevailing terms and conditions of resale.

4. **Refund of CPF monies**

To refund to the CPF Board all CPF monies withdrawn for the purchase of the said flat together with interest thereon.

5. **Obtain and view the CPF account**

To obtain and view my/our CPF account information, to authorize the HDB to have access to and to view and obtain my/our CPF account information and to sign any authorisation or other documents thereto.

6. **Receipt of Monies**

6.1 To receive any monies due to the Donor and to give a good receipt therefor, which receipt shall wholly exonerate the person paying such monies from seeing to the application thereof or being responsible for the loss or misapplication thereof.

6.2 To request for all cheques for the sale proceeds or any monies due to the Donor to be issued in the name of the *Donor/Attorney.

7. **Redemption of Loan**

To redeem any existing mortgage or encumbrance over the said flat and in connection therewith to serve notice of redemption on the HDB or such other mortgagee of the said flat and to sign seal deliver any deed instrument or document and to do every other thing whatsoever which may be necessary or proper to discharge

any existing mortgage or encumbrance over the said flat.

8. **Contra Facility**

To submit an application to the HDB for its approval of the contra facility, to agree and to comply with all the terms and conditions of the said contra facility as the Attorney deems fit and in connection therewith to sign any request, authorisation, indemnity, or other forms and documents required by the HDB.

Subletting of Flat

9.1 To apply to the HDB for permission to sublet the said flat and with HDB's written permission, to let or sublet the said flat to such person(s) at such rents and upon such terms as the Attorney shall think fit (subject always to such conditions as may be imposed by HDB in respect of such permission) and to let such person(s) into possession thereof and to accept surrenders of leases and tenancies and for these purposes as my/our act and deed, to make, sign, seal and deliver all leases, tenancy agreements and other instruments.

9.2 To demand recover and receive from all present and future tenants or occupiers of the said flat all rents and sums of money payable from time to time and to give receipts therefor and to make all just and reasonable allowances in respect of rates taxes repairs and other outgoings and to take all necessary steps whether by action, distress or otherwise to recover any rent or sums of money in arrears.

9.3 To sign and give notices to tenants and occupiers of the said flat to quit or to repair or to abate a nuisance or to remedy a breach of covenant or for any other purposes whatsoever.

9.4 To enter upon the said flat as often as the Attorney shall think fit to view the state or repair thereof and to require any tenant or occupier as a result of such view to remedy any want of repair or abate any nuisance.

9.5 To enforce all covenants in any lease or tenancy agreement affecting the said flat and whenever the right to re-enter the said flat arises whether out of the proviso for re-

entry contained in any lease or agreement or by virtue of a notice to quit, to exercise such right and to re-enter the said flat himself/herself or by his/her agent or to commence proceedings to recover possession.

General Management

10.1 To do all such acts and things as may be necessary or expedient in connection with the care, maintenance and/or management of the said flat as fully and effectively as I/we myself/ourselves could do, including dealing with or liaising with the approved developer to deal with defects whether covered under the defect liability period and/or extended warranties if applicable or otherwise, and to comply with the terms of the Sale and Purchase Agreement/Agreement for Lease/Lease and all rules and regulations that may be imposed upon the said flat by the HDB.

10.2 To pay all rates, taxes, fees, service and conservancy charges, loan instalments, penalties expenses and other outgoings payable by me/us for or on account of the said flat or any part thereof.

10.3 To make, sign applications and apply for approval to the HDB and/or the approved developer or the appropriate government departments local authority or other competent authority for all and any licences, permissions, planning approval and consents required by any Act of Parliament, Order, statutory instrument, regulation, by-law or otherwise in connection with the management, repairs, renovations, subletting or tenancies, improvement of the flat including the recovery of compensation where such is recoverable with power to give receipts and full discharges therefor.

General Clauses

11.1 To accept service of the writs, summonses, notices or other processes or documents issued by the HDB and defend or deal with and to appear before any judge or other officer in connection with the said flat.

11.2 To accept any notices, attend at and take part in any poll and pay any improvement contributions and other charges and expenses incurred by the HDB including any premium, legal, stamp and survey fees and to do all such acts or deeds as may be necessary arising from or in any manner connected to any upgrading works carried out by the HDB on the said flat or in the precinct pursuant to the provisions of the Housing & Development Act or any amendments thereto.

I/We hereby agrees to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of this Deed including anything which shall be done between the revocation of this Deed by any of our deaths or in any other manner and notice of such revocation reaching the Attorney and we declare that as against us and persons claiming under us everything which the Attorney shall lawfully do or cause to be done in pursuance of this Deed after such revocation as aforesaid shall be valid and effectual in favour of any person claiming the benefit thereof and acting in good faith who before the doing thereof shall not have had express written notice of such revocation.

This Power of Attorney shall be valid for a period of **6** years from the date abovewritten unless sooner revoked on express written notice being given to HDB and the Attorney.

IN WITNESSS WHEREOF I/We have hereunto set my/our hand(s) and seal(s) the day and year first above written.

SIGNED SEALED AND DELIVERED)
by the abovenamed)
(1) _____)
(2) _____)

in the presence of: _____)

On this _____ day of _____ 20 _____ before me, _____,
 an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practising in
 Singapore/Notary Public/Singapore consulate Officer practicing/officiating at _____
 personally appeared _____ who of my own personal knowledge I
 know to be the identical person whose name " _____ " is subscribed to the
 within instrument and acknowledged that he had voluntarily executed this instrument at
 Singapore.

Witness My Hand

Dated this day of 20

From

(NRIC NO. S)

Donor(s)

To

(NRIC NO. S)

Donee(s)

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POWER OF ATTORNEY

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*Archilex Law Corporation
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 Ref:*