

SPECIMEN ONLY

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POWER OF ATTORNEY FOR PURCHASE SUBLETTING AND GENERAL MANAGEMENT OF AN HDB FLAT

A **POWER OF ATTORNEY** given on the 10th day of **December 2009** by us,

- (1) **ONG LOH TAN** (NRIC No. S0000001A) and
- (2) **LIM WEE LEE** (NRIC No. S0000002B),

both of Blk 8 Ang Mo Kio Ave 8 #08-08 Singapore 888888
(hereinafter collectively referred to as "the Donor")

WHEREAS:

We are desirous of purchasing an HDB flat from the open market and known as **BLK 1 TOA PAYOH LORONG 18 #01-01 SINGAPORE 111111** (hereinafter referred to as "the said flat").

NOW THIS DEED WITNESSETH that We hereby jointly and severally appoint **WAYNE ATTORNEY LOW** (NRIC No.: S0000003C) of 1 Jalan Road Singapore 222222 (hereinafter referred to as "the Attorney") to be our true and lawful Attorney to act on our behalf to do and perform the following acts and deeds:

Purchase of HDB Flat

1. Directly from HDB and/or the Resale market

1.1 To select and purchase the said flat under any of HDB's Eligibility Schemes or any other Schemes as the Attorney shall deem fit and to sign, seal and deliver all documents required under the said Scheme, the Option to Purchase, Sale and Purchase Agreement, Agreement for Lease, Deed of Assignment, Lease-in-Escrow, Lease, Transfer, Letter of Authorisation, Option forms and any other documents required by HDB to complete the purchase of the said flat.

1.2 To comply with all the terms and conditions of the Eligibility Scheme or any other schemes under which the said flat is to be purchased and to sign all documents required under any such Schemes.

2. Name(s) in which flat is to be purchased

To purchase the said flat in our names together with or any other person(s) for such consideration as the Attorney shall deem fit, and for such purpose to enter into any agreement on such terms and conditions as the Attorney deems fit.

3. Manner of holding

3.1 General Power

To opt for the manner of holding the said flat whether as joint tenants or tenants-in-common including the proportion of shares held by each tenant-in-common, as the Attorney shall deem fit and to sign all forms and documents which the HDB requires in connection with such option.

4. Financing

4.1 For the purpose of financing the purchase of the said flat to raise or borrow money from the HDB or any person body corporation or entity (hereinafter referred to as "the financier") upon the security of the said flat and upon such terms and conditions as the Attorney shall deem fit and to give a valid receipt for the same.

4.2 For the purpose of securing the repayment of money so raised or borrowed to mortgage the said flat upon such terms and conditions as the Attorney shall deem fit and for effecting such mortgage to sign seal and deliver the Deed of Assignment, Mortgage, Mortgage-in-Escrow and/or any instrument or deed

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and to do any act or deed necessary and to make or concur in the alteration of any or all of the terms and conditions of the mortgage.

4.3 To accept service of Writs, Summonses, Notices and to defend all legal proceedings brought by such mortgagee or mortgagees in connection with such loan or loans.

5. Utilisation of CPF monies

5.1 To apply to the Central Provident Fund Board ("the CPF Board") for the release of my/our Central Provident Fund ("CPF") monies standing to my/our credit in the CPF for all or any of the following purposes:

5.1.1 for payment, either full or partial towards the purchase of the said flat, the payment of which is to be made to the HDB or such other person as the CPF Board thinks fit to receive such CPF monies;

5.1.2 for repayment or periodic payments to the financier towards the repayment of any loan taken by me/us to finance or re-finance the purchase of the said flat;

5.1.3 for payment towards purchase of recess area, the payment of which is to be made to the HDB or such other person as the CPF Board thinks fit to receive such CPF monies;

5.1.4 for payment towards purchase of common area under the conversion of HUDC Leases to Strata Titles by the HDB, the payment of which is to be made to the HDB or the approved mortgagee or such other person as the Board thinks fit to receive such monies;

5.1.5 for payment or periodic payments to the financier towards the repayment of any loan taken by me/us to finance or re-finance the purchase of the common area under the conversion of HUDC Leases to Strata Titles by the HDB;

5.1.6 for payment of Registration Deposit under the HDB Fiance/Fiancee Scheme, the payment of which is to be made to the Housing & Development Board or such other person as the CPF Board thinks fit to receive such CPF monies;

5.1.7 for payment of upgrading costs incurred under HDB's Upgrading Programme, the payment of which is to be made to the HDB or such other person as the CPF Board thinks fit to receive such CPF monies;

5.1.8 for payment of any stamp duties, legal fees, cost or other charges in connection with the withdrawal of monies for all or any of the purposes listed in paragraphs 5.1.1 to 5.1.7 above.

5.2 To apply to the CPF Board to transfer the whole or part of the amount of my/our CPF monies standing to my/our credit in the Retirement Account to my/our Ordinary Account for all or any of the purposes listed in paragraphs 5.1.1 to 5.1.8, excluding 5.1.7.

5.3 To obtain from the CPF Board my/our statement of account or any other statement of account(s) regarding my/our withdrawal(s) under the CPF Board's Housing Schemes.

5.4 To accept and agree to the terms and conditions imposed or as may be imposed by the CPF Board for the withdrawal/release of my/our CPF monies under paragraph 5.1.

5.5 To sign or execute all forms, documents, notices and deeds which the CPF Board may require or deem necessary for the release of my/our CPF monies and to comply with all the stipulations and conditions mentioned therein.

5.6 To declare to the CPF Board the share of my/our interest in the said flat including the percentage of coverage under the Home Protection Insurance Scheme in respect of myself/ourselves and to accept and agree to the terms and conditions imposed under the Home Protection Scheme and to sign all documents whatsoever which the CPF Board may require of me/us under the Home Protection Insurance Scheme.

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5.7 To furnish to the CPF Board all such information, evidence and documents as the CPF Board may require for all or any of the purposes listed in paragraphs 5.1 to 5.1.8.

6. **To View CPF account**

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

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7. **Collection of keys and documents**

7.1 To collect the keys and take possession of the said flat.

7.2 To collect the Agreement for Lease, Duplicate Lease, Deeds of Assignment and all other documents in connection with the said flat when the same are ready for collection.

8. **Insurance**

To insure the said flat against any type of risk and if so required by the mortgagee, to so insure with the mortgagee as co-insured, to assign any policy or policies to the HDB or the mortgagee if so required and to surrender any policy or policies and in connection with the aforesaid to sign seal execute and deliver all forms and documents relating thereto and as may be required by the insurance company and to pay and receive all necessary insurance premia or refund and to obtain valid receipts therefor.

9. **Receipt of Monies**

9.1 To receive any monies due to me/us 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.

9.2 To request for all cheques for any monies due to me/us to be issued in **our names**.

10. **Option**

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.

11. **Contra Facility**

To submit a request 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

12.1 To apply to the HDB for permission to let or 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.

12.2 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.

12.3 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.

12.4 To enter upon the said flat as often as the Attorney shall think fit to view the state of 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.

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12.5 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 himself/herself or by his/her agent or to commence proceedings to recover possession.

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General Management

13.1 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 and to comply with the terms of the Agreement for Lease, Lease and all rules and regulations that may be imposed upon the said flat by the HDB.

13.2 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.

13.3 To make, sign applications and apply for approval to the HDB 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 said flat including the recovery of compensation where such is recoverable with power to give receipts and full discharges therefor.

13.4 To sign and seal and as my/our act and deed deliver any deed or instrument in writing and to do every other thing whatsoever which may be necessary or proper for carrying any agreement for the purchase into complete effect and execution in such manner that all the appurtenances may be effectually and absolutely conveyed transferred and assured unto me/us as herein directed.

General Clauses

14.1 To accept service of any 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.

14.2 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 agree 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 my death/any of our deaths or in any other manner and notice of such revocation reaching the Attorney and I/we declare that as against me/us and persons claiming under me/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 **six (6) years** from the date abovementioned unless sooner revoked on express written notice being given to HDB and the Attorney.

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IN WITNESS 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 **ONG LOH TAN**)
in the presence of:-)
)


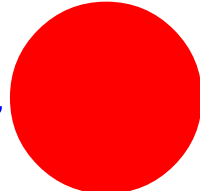
 **[Donor 1 to Sign Here]** 

 **[Signature of Notary Public]**

Name: JOHN ADAM SMITH
~~*Notary Public/Singapore Consulate Officer~~
[IMPORTANT: Notary to State Name, Capacity as Notary Public, Country, Expiry Date of Appointment, & Affix Official Notary Public's Stamp]

John Adam Smith, Notary Public
England & Wales
123 Heathrow Road
London WW1 888H, UK

Expiry Date: 2 December 2012

 
[Notary Public to Affix Official Seal – Seal must state the Name and Notary Public Capacity, & Ensure it is visible]

SIGNED SEALED AND DELIVERED)
by the abovenamed **LIM WEE LEE**)
in the presence of:-)
)


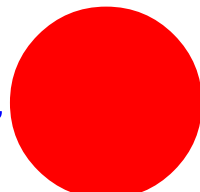
 **[Donor 2 to Sign Here]** 

 **[Signature of Notary Public]**

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On this **10th** day of **December 2009** before me, **JOHN ADAM SMITH**
*an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practising in Singapore /
Notary Public / Singapore consulate Officer practising / officiating at **ENGLAND** personally appeared **ONG LOH TAN** who of my own personal knowledge I know to be the identical person whose name "*sgd. Ong Loh Tan*" is subscribed to the within written instrument and acknowledged that he/she had voluntarily executed this instrument at **ENGLAND**.

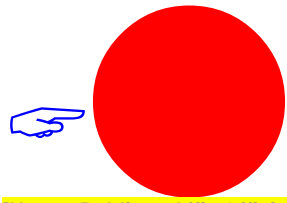
Witness my hand.

 **[Signature of Notary Public]**

*Notary Public/Singapore Consulate Officer
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[IMPORTANT: Notary to State Name, Capacity as Notary Public, Country, Expiry Date of Appointment, & Affix Official Notary Public's Stamp]

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*an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practising in Singapore /
Notary Public / Singapore consulate Officer practising / officiating at **ENGLAND** personally appeared **LIM WEE LEE** who of my own personal knowledge I know to be the identical person whose name "*sgd. Lim Wee Lee*" is subscribed to the within written instrument and acknowledged that he/she had voluntarily executed this instrument at **ENGLAND**.

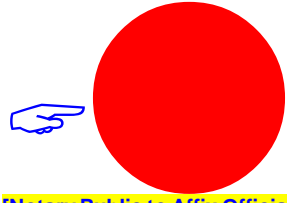
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