

ANNEXURE TO APPLICATION FORM FOR GREEN MARK GFA INCENTIVE FOR ATTAINING HIGHER GREEN MARK RATING FOR PRIVATE DEVELOPMENTS

TERMS AND CONDITIONS

1. Notwithstanding any other provision in the Green Mark GFA Incentive Scheme documents and any figure or information submitted by the applicant, the following will be evaluated, assessed, verified and / or determined by BCA at its sole discretion:-
 - (a) the eligibility of the project or building for the Green Mark Gross Floor Area Incentive Scheme (the "GM GFA Incentive Scheme");
 - (b) the merits of the green building design concept proposal;
 - (c) the full quantum of allowable Green Mark Gross Floor Area (GM GFA);
 - (d) the equivalent market value of the additional Gross Floor Area for the purposes of determining the amount for which the applicant is liable to pay;
 - (e) the amount to be deducted from the security deposit and (where applicable) the amount of shortfall to be paid for not attaining the stipulated / targeted higher Green Mark rating;
 - (f) the Green Mark rating attained at the Temporary Occupation Permit Stage, and the building performance based on actual operation of the building at the one year after Temporary Occupation Permit Stage, as mentioned in paragraphs 18 to 21 of circular no. BCA/GM GFA/2009-04-TD1 (the "Circular");
 - (g) the amount to be deducted from the security deposit and (where applicable) the amount of shortfall to be paid for not achieving:
 - i) before Temporary Occupation Permit stage, the stipulated Green Mark rating;
 - ii) one year after Temporary Occupation Permit stage, the site validation and / or energy savings target (where applicable);
 - (h) the accuracy of the contents in the application form;
 - (i) the authenticity of the documents submitted with the application form; and
 - (j) any non-compliance with the procedure set out in Appendix 1 of the Circular.
2. The applicant understands, agrees to and accepts all the contents of the Circular and its appendices and BCA's Green Mark Assessment criteria.

3. BCA shall not be liable to the applicant for any loss, damage, delay or prejudice suffered by the applicant due to any non-compliance by the applicant with the procedure set out in Appendix 1 of the Circular.
4. (a) The applicant shall, within [14] days from in-principle approval given in the Provisional Permission or Written Direction (whichever is applicable) (“Stipulated Time”)(to be done in accordance with the procedure set out in Appendix 1 of the Circular), pay to BCA a security deposit in the manner and amount specified by BCA.

(b) If the security deposit is not paid within the Stipulated Time, BCA may at its sole discretion cancel the letter of offer for the GM GFA Incentive Scheme, and the application for the GM GFA Incentive Scheme shall be void and the applicant shall not be entitled to any benefit under the GM GFA Incentive Scheme.

(c) The applicant and BCA hereby expressly agree and accept that the amount payable for the additional GFA calculated in the manner as set out in Appendix 4 and Appendix 5 is a genuine pre-estimate of the market value of the additional GFA.
5. The applicant shall submit evidence to BCA showing that the targeted Green Mark rating has been achieved no later than 21 days prior to submitting the application for clearance for Temporary Occupation Permit by BCA.
6. In the event that the applicant is unable to meet the targeted Green Mark rating as agreed:-

(a) the applicant shall be allowed a grace period determined by BCA at its sole discretion (“the said period”) to comply and submit the evidence of having met the Green Mark rating as agreed; and

(b) during the said period, the applicant agrees and accepts that BCA shall have the right to withhold clearance for Temporary Occupation Permit.
7. If the applicant does not submit the evidence of attainment of the targeted Green Mark rating within the said period, or BCA finds, in its sole discretion, that the evidence submitted does not indicate attainment of the targeted Green Mark rating as agreed:

(a) the applicant shall pay to BCA the amount(s) in the manner set out in Appendix 5 of the Circular and BCA shall have the right to forthwith deduct from the security deposit the said applicable amount(s); and

(b) clearance for Temporary Occupation Permit will be issued after the expiry of the said period.
For avoidance of doubt, if the amount to be deducted exceeds the amount of the security deposit or the available balance, the applicant shall be liable to pay to BCA the shortfall thereof on demand.

8. One year after the issuance of Temporary Occupation Permit, BCA will assess building performance based on actual operation of the building. Building performance will be demonstrated through BCA Green Mark site validation and energy savings (if applicable). BCA's prevailing Green Mark Assessment criteria will be adopted for the purposes of the aforesaid assessment.
9. If BCA finds, pursuant to the assessment and at its sole discretion, that the site validation and energy savings (if applicable) have been achieved, then BCA shall refund the security deposit or balance thereof to the Applicant within [3] months from the time the formal assessment report is made.
10. If BCA finds, pursuant to the assessment and at its sole discretion, that the site validation and energy savings (if applicable) have not been achieved, the applicant will be allowed a further period of up to 1 year from the date of the finding (the "Further Period") to submit evidence to BCA's satisfaction that site validation and energy savings (if applicable) have been achieved. For avoidance of doubt, during the Further Period, the security deposit or balance thereof shall remain with BCA.
11. Within reasonable time after the expiry of the Further Period, BCA shall (again) determine, at its sole discretion, if the required site validation and energy savings (if applicable) have been achieved. In the event that BCA finds that the said targets have been fully achieved, BCA shall refund the security deposit or balance thereof. If the applicant fails to meet the site validation and energy savings targets (if applicable) after the expiry of the Further Period, the applicant shall pay to BCA the amount(s) calculated in the manner set out in Appendix 5. BCA shall deduct from the security deposit the said applicable amount(s). If the amount to be deducted exceeds the amount of the security deposit or the available balance, the applicant shall pay to BCA the shortfall thereof on demand. The calculation of the shortfall sum shall be pursuant to the formula in Appendix 5 and shall be provided to the applicant in writing. This written calculation shall be conclusive of the amount of the shortfall sum owed by the applicant to BCA. Any failure by the applicant to pay the shortfall sum shall be a breach of these terms and conditions.

BCA shall keep the applicant informed of any deduction from the security deposit.

12. The GM GFA computation shall be based on the equivalent value of the additional cost / green premium to be incurred for attaining the targeted tier of Green Mark and computed using the Development Charge (DC) or Differential Premium (DP) rate, whichever is applicable, in accordance with Appendix 3-2 of the Circular. The prescribed Green Premium and DC/DP rate to be used for computing the GM GFA shall be pegged to the date of planning submission to URA where the GM GFA is proposed and leading to a conveyance where the GM GFA is first endorsed by the Urban Redevelopment Authority (URA) and BCA.

13. The applicant may choose not to take up the full quantum of allowable GM GFA under this GM GFA Incentive Scheme. In such a circumstance, the applicant will have to compute the security deposit based on the full quantum of allowable GM GFA applicable for the application and payable to BCA using the formula as stated in Appendix 4. BCA reserves the right to review the applicant's computation and, at BCA's sole discretion, where applicable and appropriate request for a revised sum of the security deposit.
14. The GM GFA incentive shall be subject to caps / limits as set out / exemplified in paragraph 3 and Appendix 3-2 of the Circular.
15. For the avoidance of doubt, grant of the GM GFA incentives shall be subject to:-
 - a. the endorsement of the green building design concept by the Green Mark Incentive Committee (GMIC) of BCA;
 - b. the achievement of stipulated Green Mark ratings / standards, such achievement to be determined solely by BCA in accordance with BCA's prevailing Green Mark Assessment criteria;
 - c. compliance by the applicant with all planning and urban design requirements as may be imposed by any statutory authority or under law in respect of the site; and
 - d. payment of Development Charge (DC) or Differential Premium (DP), whichever is applicable.
16. The GM GFA Incentive Scheme, this document, the Circular, and their respective appendices shall be governed by and construed in all respects in accordance with Singapore Law.
17. Any dispute between BCA and the applicant arising out of or in connection with the GM GFA Incentive Scheme, this document, the Circular, or their respective appendices, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.
18. The security deposit shall be in the form of cash, a banker's draft, a performance bond or banker's guarantee in the terms and form set out in the Specimen Performance Bond and Specimen Banker's Guarantee.