

C&H Commission Guidelines

1. Interpretation

In this document,

"C&H" means C&H Realty Pte Ltd and / or C&H Properties Pte Ltd;

"clients" means all those who engage, use or retain the services of C&H;

"Commission" means all forms of remuneration including commission, brokerage fee, finder's fee, service fee, disbursements or any other sum payable by clients to C&H;

"gross rental" means total monthly rental (including rental of furniture, maintenance charge and sinking fund, where applicable);

"HDB" means the Housing and Development Board;

"HUDC flats" means flats in the housing estates known as HUDC housing estates;

"C&H Associate" means Associate of C&H Realty Pte Ltd and / or C&H Properties Pte Ltd.

2. Introduction

2.1 The C&H Associate shall document / communicate at the outset, the agreement on Commission, costs and disbursements;

2.2 Payment for the Commission shall be made payable to C&H and not to the individual C&H Associate;

2.3 This scale of Commission is not intended to restrict or interfere with any private arrangements which the C&H Associates may have with their clients.

3. Sale by Private Treaty, Auction or Tender (All types of properties except HDB Resale Flats and Non-Privatised HUDC Flats)

<u>Party</u>	<u>Commission Payable to C&H</u>
Vendor	Minimum two percent (2%) of contracted price as sales Commission.
Purchaser	One percent (1%) of contracted price as finders fee (if the C&H Associate assists the Purchaser to find a property to buy).

3.1 The C&H Associate shall not accept any Commission from both the Vendor and Purchaser in the same transaction without the prior knowledge or consent of the Vendor and Purchaser of the transaction.

3.2 Commission shall become due immediately upon completion of sale and purchase or as otherwise agreed between the parties.

4. Sale of HDB Resale Flats and Non-Privatised HUDC Flats

<u>Party</u>	<u>Commission Payable to C&H</u>
Vendor	Minimum two percent (2%) of contracted price as sales Commission.
Purchaser	One percent (1%) of contracted price as service fee.

4.1 The C&H Associate shall not accept any Commission from both the Vendor and Purchaser in the same transaction without the prior knowledge or consent of the Vendor and Purchaser of the transaction.

4.2 Commission shall become due upon the first appointment with HDB or as otherwise agreed between the parties.

5. Rental (All types of properties including HDB flats and Rooms)

<u>Party</u>	<u>Commission Payable to C&H</u>
Landlord	One (1) month's gross rental for lease of first twelve (12) months or up to twenty four (24) months, and an additional one half (1/2) of a month's gross rental for every subsequent twelve (12) months' lease or One half (1/2) of a month's gross rental for less than twelve (12) months' lease.
Tenant	One (1) month's gross rental for lease up to first twelve (12) months or up to twenty four (24) months regardless of the gross rental amount.

5.1 The C&H Associate shall not accept any Commission from both the Landlord and Tenant in the same transaction without the prior knowledge or consent of the Landlord and Tenant of the transaction.

5.2 Commission shall become due immediately upon execution of the tenancy agreement by Landlord and Tenant.

6. Assignment (All types of properties)

<u>Party</u>	<u>Commission Payable to C&H</u>
Assignor (party giving up)	Ten percent (10%) of assignment consideration or one (1) months gross rental - whichever is higher.
Assignee (party taking over)	Five percent (5%) of assignment consideration or one half (1/2) of a month's gross rental - whichever is higher.

6.1 The C&H Associate shall not accept any Commission from both the Assignor and Assignee in the same transaction without the prior knowledge or consent of the Assignor and Assignee of the transaction.

6.2 Commission shall become due immediately upon completion of the assignment.

7. Management (All types of properties)

<u>Basis of Management</u>	<u>Commission Payable to C&H</u>
For individual units	Ten percent (10%) of gross monthly rental or \$100.00 per month - whichever is higher.
For Management Corporations under the Land Title (Strata) Act	By negotiation

7.1 The Commission is due and payable monthly in advance to C&H upon receipt of rental from Tenant. For Management Corporations, commission payable shall be on an accrued basis.

7.2 C&H may, by prior agreement with client, claim disbursements for expenses such as long distance phone calls (in the case of overseas client), postage and stationery, transport costs, etc.

8. Other Charges

8.1 The C&H Associate may also impose charges other than the agreed Commission, provided that such charges are agreed to between the parties.

8.2 Goods & Services Tax (GST) on the Commission is payable by the clients.

8.3 In the case of an aborted sale or tenancy, one half (1/2) of the amount of the deposit forfeited by the party concerned plus GST subject to a maximum sum equivalent to the agreed Commission plus GST shall be payable to C&H.

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- (b) When instructions are given for a sale by private treaty it is a matter for arrangement with the clients at the time how the expenses, including any advertising expenses, should be borne.
- 5. Sale or Purchase of Freehold and Leasehold Property by Private Treaty Auction or Tender.
Minimum 2 per cent on the sale price.
On Sale prices below \$10,000. Fee \$200.
- 6. Sale of Furniture, Trade Stocks, Plant or Machinery.
10 per cent on the sale price.

LETTINGS

Note:-

- (a) Should the rent be a progressive one, the commission is based on the average rent for the period up to the first possible break of the tenancy. When a premium is being paid, this should be taken into account.
- 7. Letting of Furnished or Unfurnished Premises.
 - (i) Where the letting is for twelve months or more - One month's rent.
 - (ii) Where the letting is on a monthly tenancy - Half a month's rent.

MANAGEMENT

Note:-

"Gross rental" means the rent reserved under the lease or letting plus any incidental receipts collected and/or accounted for in the course of management.

"Monthly property" refers to the method of payment of rent and/or other charges, irrespective of the length of the term for which the property is let.

The fees do not include the cost and expenses for supervision of repairs and maintenance of building. Such fees to be negotiated or by arrangements.

- 8. Management of Property, including the Collection of Rents.
 - (a) Monthly Property: 10 per cent of the gross rental.
 - (b) Other Property: 7½ per cent of the gross rental.
 - (c) Estate/Complex: Where a property consists of numerous tenancies/leases and/or land in hand and is of such a nature as to fall within the category of an Estate/Complex, a fee by arrangement having regard to (a) and (b) above.

INVENTORIES

- 9. Making or Checking Inventories of Furniture and Effects.
\$100 for a five hour working day
Minimum Fee \$100.

WORK UNDER ACTS FOR THE COMPULSORY ACQUISITION OF PROPERTY

- 10. (a) To the valuer who prepares the case (including negotiations for a settlement, where required):-
Minimum 1 per cent of the amount of compensation.
- (b) To any additional valuer who qualifies to give evidence:
Minimum ¾ per cent of the amount of compensation.