

IMPORTANT NOTICE

NOT FOR DISTRIBUTION DIRECTLY OR INDIRECTLY IN OR INTO THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED BELOW) OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached information memorandum, whether provided via email or through other media. You are advised to read this disclaimer carefully before accessing, reading or making any other use of (“using”) the attached information memorandum. In using the attached information memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such use.

Confirmation of Your Representation: In order to be eligible to view the attached information memorandum or make an investment decision with respect to the securities, investors must not be a U.S. person (within the meaning of Regulation S under the Securities Act (as defined below)). The attached information memorandum is being sent at your request and by using the attached information memorandum, you shall be deemed to have represented to us (1) that you are not resident in the United States nor a U.S. Person, as defined in Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) nor are you acting on behalf of a U.S. Person, the electronic mail address that you gave us and to which this email has been delivered (if any) is not located in the U.S. and, to the extent you purchase the securities described in the attached information memorandum, you will be doing so pursuant to Regulation S under the Securities Act, and (2) that you consent to delivery of the attached information memorandum and any amendments or supplements thereto by electronic transmission and/or as an electronic record. By accepting this e-mail and accessing the attached information memorandum, if you are an investor in Singapore, you (A) represent and warrant that you are either an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 and (B) agree to be bound by the limitations and restrictions described therein. Any reference to the “SFA” is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The attached information memorandum has been made available to you in electronic form. You are reminded that documents transmitted or recorded via this medium may be altered or changed during the process of transmission or subsequently and consequently none of Housing and Development Board, Citicorp Investment Bank (Singapore) Limited or any person who controls any of them nor any of their respective directors, officers, employees, representatives or affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version.

Restrictions: The attached information memorandum is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described therein.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE

SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission or in the attached information memorandum constitutes an offer or an invitation by or on behalf of Housing and Development Board or Citicorp Investment Bank (Singapore) Limited to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute in the United States or elsewhere a general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (within the meaning of Regulation S under the Securities Act).

The attached information memorandum or any materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the dealers or any affiliate of the dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the dealers or such affiliate on behalf of Housing and Development Board in such jurisdiction. The attached information memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply.

You are reminded that you have accessed or are otherwise using the attached information memorandum on the basis that you are a person into whose possession this information memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver this document, electronically or otherwise, to any other person. **If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.**

The attached information memorandum may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Neither Housing and Development Board nor Citicorp Investment Bank (Singapore) Limited has control of, and is responsible for, the contents of or the consequences of accessing any linked website or content. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

Actions that You May Not Take: If you receive this document by e-mail, you should not reply by email, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

YOU ARE NOT AUTHORISED TO AND YOU MAY NOT FORWARD OR DELIVER THE ATTACHED INFORMATION MEMORANDUM, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH INFORMATION MEMORANDUM IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, THE ATTACHED INFORMATION MEMORANDUM MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT AND THE ATTACHED INFORMATION MEMORANDUM IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are responsible for protecting against viruses and other destructive items. If you receive this document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

No Warranties: No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, software or macros, is given in conjunction with the attached information memorandum, any materials relating to the offering or the media such information is contained in. Neither Housing and Development Board nor Citicorp Investment Bank (Singapore) Limited will be liable for any loss or damage howsoever arising from the use, misuse, non-usage of or reliance on the information contained herein.



HOUSING AND DEVELOPMENT BOARD

(Established under the Housing and Development Act 1959 of Singapore)

S\$42,000,000,000

Multicurrency Medium Term Note Programme (the “Programme”)

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of notes (the “**Notes**”) to be issued from time to time by Housing and Development Board (the “**Issuer**” or “**HDB**”) pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the “**SFA**”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The Notes have not been and will not be registered under the Securities Act (as defined herein), and may not be offered or sold in the United States (“**U.S.**”) or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. The Notes are subject to certain U.S. securities and tax law requirements. See “Subscription, Purchase and Distribution”.

The Programme is rated “**AAA**” by Fitch (as defined herein). The Issuer also has a “**AAA**” rating from Fitch. The Notes of each Tranche (as defined herein) or Series (as defined herein) issued under the Programme may be rated or unrated, and may be listed or unlisted. Where the Notes of a Tranche or Series are rated, such rating will not necessarily be the same as the rating assigned to the Issuer. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency.

Application has been made to the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for permission to deal in and the quotation for any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries or such Notes.

Arranger



TABLE OF CONTENTS

NOTICE.....	1
DEFINITIONS	8
CORPORATE INFORMATION.....	12
PROGRAMME SUMMARY	13
RISK FACTORS.....	16
HISTORY AND BUSINESS	27
USE OF PROCEEDS.....	36
FINANCIAL HIGHLIGHTS.....	37
TERMS AND CONDITIONS OF THE NOTES	38
SUBSCRIPTION, PURCHASE AND DISTRIBUTION.....	76
RATINGS	83
CLEARING AND SETTLEMENT.....	84
TAXATION	85
GENERAL INFORMATION	90
APPENDIX - AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF HDB AND ITS SUBSIDIARIES FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024.....	95

NOTICE

The establishment of the Programme has been authorised by HDB pursuant to the approval of its Board dated 15 December 1998.

Citicorp Investment Bank (Singapore) Limited (“Citi”) has been authorised by HDB to arrange the Programme described herein. Under the Programme, HDB may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Notes denominated in Singapore dollars and/or any other currencies. HDB is no longer gazetted as a public authority for the purposes of the Companies Act and is subject to the provisions of the SFA.

HDB has made all reasonable enquiries to ascertain that the information in this Information Memorandum relating to HDB and its subsidiaries is true and accurate in all material respects. The opinions, expectations and intentions of HDB expressed herein have been carefully considered and there are no other facts the omission of which would make any such information or expression of opinion, expectation or intention misleading in any material respect.

Notes may be issued in Series having one or more issue dates and the same maturity date, and on identical terms (including as to listing) except (in the case of Notes other than variable rate notes) for the issue dates, issue prices and/or the dates of the first payment of interest, or (in the case of variable rate notes) for the issue prices and rates of interest. Each Series may be issued in one or more Tranches on the same or different issue dates. The Notes may be issued in bearer or registered form and may be listed on a stock exchange. Subject to compliance with all relevant laws, regulations and directives, the Notes may have maturities of not less than 12 months nor more than 25 years from their respective issue dates and may be subject to redemption or purchase in whole or in part. The Notes may bear interest at a fixed, floating or variable rate and may be repayable at par, at a specified amount above or below par or at an amount determined by reference to a formula, in each case with terms as specified in the applicable pricing supplement issued in relation to each Series or Tranche of Notes. Details applicable to each Series or Tranche of Notes will be specified in the applicable pricing supplement which is to be read in conjunction with this Information Memorandum.

The maximum aggregate principal amount of the Notes to be issued, when added to the aggregate principal amount of all Notes outstanding (as defined in the Agency Agreement referred to below) shall not exceed S\$42,000,000,000 (or its equivalent in any other currencies) or such further amount as may be approved by the Board and the Minister for National Development. On 1 February 2002, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was increased from S\$3,000,000,000 to S\$7,000,000,000 and the range of the maturities of Notes which may be issued pursuant to the Programme was increased from 12 months to 10 years to 12 months to 25 years from their respective issue dates. On 17 June 2011, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was further increased from S\$7,000,000,000 to S\$12,000,000,000. On 17 May 2012, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was further increased from S\$12,000,000,000 to S\$22,000,000,000. On 9 June 2014, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was further increased from S\$22,000,000,000 to S\$32,000,000,000. On 2 June 2025, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was further increased from S\$32,000,000,000 to S\$42,000,000,000.

NOTICE

No person has been authorised to give any information or to make any representation other than those contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by HDB, Citi or any of the Dealers (as defined herein). Save as expressly stated in this Information Memorandum, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of HDB or any of its subsidiaries. Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of HDB, Citi or any of the Dealers to subscribe for or purchase, the Notes in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution and publication of this Information Memorandum or any such other document or information and the offer of the Notes in certain jurisdictions may be restricted by law. Persons who distribute or publish this Information Memorandum or any such other document or information or into whose possession this Information Memorandum or any such other document or information comes are required to inform themselves about and to observe any such restrictions and all applicable laws, orders, rules and regulations. Where any material changes occur, HDB may make an announcement of the same to the SGX-ST or by publication of the same in a leading English language newspaper having general circulation in Singapore or by a press release of the same. All recipients of this Information Memorandum should take note of any such announcement and, upon release of such an announcement by HDB to the SGX-ST or publication of the same in such leading English language newspaper or by a press release of the same, shall be deemed to have notice of such material changes.

The Notes have not been, and will not be, registered under the Securities Act (as defined herein) or with any securities regulatory authority of any state or jurisdiction of the United States and are subject to U.S. tax law requirements and restrictions. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the U.S. or to U.S. persons (as defined in Regulation S under the Securities Act).

This Information Memorandum and any other documents or materials in relation to the issue, offering or sale of the Notes have been prepared solely for the purpose of the initial sale by the relevant Dealers of the Notes from time to time to be issued pursuant to the Programme. This Information Memorandum and such other documents or materials are made available to the recipients thereof solely on the basis that they are institutional investors (as defined in Section 4A of the SFA) or accredited investors (as defined in Section 4A of the SFA) and may not be relied upon by any person other than persons to whom the Notes are sold or with whom they are placed by the relevant Dealers as aforesaid or for any other purpose. Subject to compliance with applicable laws, recipients of this Information Memorandum shall not reissue, circulate or distribute this Information Memorandum or any part thereof in any manner whatsoever.

Neither the delivery of this Information Memorandum (or any part thereof) or the issue, offering, purchase or sale of the Notes shall, under any circumstances, constitute a representation, or give rise to any implication, that there has been no change in the prospects, results of operations or general affairs of HDB or any of its subsidiaries or in the information herein since the date hereof or the date on which this Information Memorandum has been most recently amended or supplemented.

NOTICE

Citi and the Dealers have not separately verified the information contained in this Information Memorandum. None of HDB, Citi, any of the Dealers or any of their respective officers or employees is making any representation or warranty expressed or implied as to the merits of the Notes or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of HDB or its subsidiaries. Further, neither Citi nor any of the Dealers gives any representation or warranty as to HDB or its subsidiaries or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Information Memorandum.

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the issue of the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by HDB, Citi or any of the Dealers that any recipient of this Information Memorandum or such other document or information (or such part thereof) should subscribe for or purchase any of the Notes. A prospective purchaser shall make its own assessment of the foregoing and other relevant matters including the financial condition and affairs and the creditworthiness of HDB and its subsidiaries, and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of HDB. Accordingly, notwithstanding anything herein, none of HDB, Citi, any of the Dealers or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Information Memorandum or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Notes by a recipient of this Information Memorandum or such other document or information (or such part thereof).

The information contained in this Information Memorandum should be read in conjunction with HDB's annual reports and/or published financial statements which are incorporated by reference. Citi has not verified the correctness or completeness of HDB's annual reports or published financial statements.

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Information Memorandum: (1) any audited consolidated accounts or unaudited interim results of HDB and its subsidiaries and (2) any supplement or amendment to this Information Memorandum issued by HDB. This Information Memorandum is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any Series or Tranche of Notes, any pricing supplement in respect of such Series or Tranche. Any statement contained in this Information Memorandum or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in this Information Memorandum or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum. Copies of all documents deemed incorporated by reference herein are available for inspection at the specified office of the Paying Agent (as defined herein) and the most recent published audited consolidated accounts of HDB and its subsidiaries are available on the SGX-ST's website at <http://www.sgx.com>.

Any purchase or acquisition of the Notes is in all respects conditional on the satisfaction of certain conditions set out in the Programme Agreement (as defined herein) and the issue of the Notes by HDB pursuant to the Programme Agreement. Any offer, invitation to offer or agreement made in connection with the purchase or

NOTICE

acquisition of the Notes or pursuant to this Information Memorandum shall (without any liability or responsibility on the part of HDB, Citi or any of the Dealers) lapse and cease to have any effect if (for any other reason whatsoever) the Notes are not issued by HDB pursuant to the Programme Agreement.

The attention of recipients of this Information Memorandum is drawn to the restrictions on resale of the Notes set out under “Subscription, Purchase and Distribution” on pages 76 to 82 of this Information Memorandum.

Notification under Section 309B of the SFA

Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

MiFID II Product Governance/Target Market

The Pricing Supplement in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR Product Governance/Target Market

The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

NOTICE

Prohibition of Sales to EEA Retail Investors

If the Pricing Supplement in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

Prohibition of Sales to UK Retail Investors

If the Pricing Supplement in respect of any Notes includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIPs Regulation.

Notice to Capital Market Intermediaries and Prospective Investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct

Prospective investors should be aware that certain intermediaries in the context of certain offerings of Notes (each such offering, a “**CMI Offering**”), including certain Dealers, may be “capital market intermediaries” (“**CMIs**”) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**SFC Code**”). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as “overall coordinators” (“**OCs**”) for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an association (“**Association**”) with the Issuer, the CMI or the relevant group company. Prospective investors

NOTICE

associated with the Issuer or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Issuer to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50 per cent. interest, in which case it will be classified as a “proprietary order” and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a “proprietary order” (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. Where prospective investors disclose such information but do not disclose that such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering, such “proprietary order” is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealer and/or any other third parties as may be required by the SFC Code, including to the Issuer, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

Any person(s) who is invited to purchase or subscribe for the Notes or to whom this Information Memorandum is sent shall not make any offer or sale, directly or indirectly, of any Notes or distribute or cause to be distributed any document or other material in connection therewith in any

NOTICE

country or jurisdiction except in such manner and in such circumstances as will result in compliance with any applicable laws and regulations.

It is recommended that persons proposing to subscribe for or purchase any of the Notes consult their own legal, tax, financial and other advisers before purchasing or acquiring the Notes.

DEFINITIONS

For the purpose of this Information Memorandum, the following definitions have been used:

“Agency Agreement”	: The Agency Agreement dated 1 February 1999 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank, as supplemented by the Supplemental Agency Agreement and the Second Supplemental Agency Agreement, and as amended and restated by the Amendment and Restatement Agency Agreement, the Second Amendment and Restatement Agency Agreement, the Third Amendment and Restatement Agency Agreement, the Fourth Amendment and Restatement Agency Agreement and the Fifth Amendment and Restatement Agency Agreement, and as further amended, varied or supplemented from time to time
“Agent Bank”	: Citi or such other person for the time being appointed by HDB as agent bank
“Amendment and Restatement Agency Agreement”	: The Amendment and Restatement Agency Agreement dated 17 June 2011 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Amendment and Restatement Programme Agreement”	: The Amendment and Restatement Programme Agreement dated 17 June 2011 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“Arranger”	: Citi
“Board”	: The Members of the Board of HDB under the H&D Act
“CDP”	: The Central Depository (Pte) Limited
“Citi”	: Citicorp Investment Bank (Singapore) Limited
“Companies Act”	: Companies Act 1967 of Singapore, as amended or modified from time to time
“Dealers”	: Each person, if any, who has been, or, for the purposes of Clause 2 of the Programme Agreement, who is subsequently, appointed as a Dealer pursuant to Clause 15 of the Programme Agreement (but excludes any person who has ceased to be a Dealer pursuant to Clause 15 of the Programme Agreement or whose appointment has lapsed pursuant to its terms)
“Fifth Amendment and Restatement Agency Agreement”	: The Fifth Amendment and Restatement Agency Agreement dated 2 June 2025 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Fifth Amendment and Restatement Programme Agreement”	: The Fifth Amendment and Restatement Programme Agreement dated 2 June 2025 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer

DEFINITIONS

“Fiscal Agent”	: Citi or such other person for the time being appointed by HDB as fiscal agent
“Fitch”	: Fitch Ratings Inc. or one of its subsidiaries
“Fourth Amendment and Restatement Agency Agreement”	: The Fourth Amendment and Restatement Agency Agreement dated 15 October 2015 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Fourth Amendment and Restatement Programme Agreement”	: The Fourth Amendment and Restatement Programme Agreement dated 15 October 2015 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“Global Notes”	: Temporary global notes, or as the context may require, permanent global notes
“Government”	: The government of Singapore
“HDB” or “Issuer”	: Housing and Development Board
“H&D Act”	: Housing and Development Act 1959 of Singapore, as amended or modified from time to time
“Income Tax Act”	: Income Tax Act 1947 of Singapore, as amended or modified from time to time
“Issue Date”	: The date of issue of each Series or Tranche of Notes
“Issue Price”	: The price at which each Series or Tranche of Notes is issued, being at par or at a discount, or premium, to par
“MAS”	: The Monetary Authority of Singapore
“Moody’s”	: Moody’s Investors Service, Inc. or its successors
“Noteholders”	: The holders for the time being of the Notes
“Notes”	: The notes which may be issued by HDB under the Programme
“Paying Agent”	: Citi or such other person for the time being appointed by HDB as paying agent
“Pricing Supplement”	: Pricing supplement issued relating to each Tranche or, as the case may be, Series of Notes
“Programme”	: S\$42,000,000,000 Multicurrency Medium Term Note Programme of HDB
“Programme Agreement”	: The Programme Agreement dated 1 February 1999 made between (1) HDB, as issuer, (2) Citi, as arranger, and (3) Citi, as dealer, as supplemented by the Supplemental Programme Agreement and the Second Supplemental Programme Agreement, and as amended and restated by the Amendment

DEFINITIONS

	and Restatement Programme Agreement, the Second Amendment and Restatement Programme Agreement, the Third Amendment and Restatement Programme Agreement, the Fourth Amendment and Restatement Programme Agreement and the Fifth Amendment and Restatement Programme Agreement, and as further amended, varied or supplemented from time to time
“Rating Agencies” or “Rating Agency”	: Fitch, Moody’s and Standard & Poor’s, or any one of them
“Second Amendment and Restatement Agency Agreement”	: The Second Amendment and Restatement Agency Agreement dated 17 May 2012 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Second Amendment and Restatement Programme Agreement”	: The Second Amendment and Restatement Programme Agreement dated 17 May 2012 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“Second Supplemental Agency Agreement”	: The Second Supplemental Agency Agreement dated 27 August 2003 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Second Supplemental Programme Agreement”	: The Second Supplemental Programme Agreement dated 27 August 2003 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“Securities Act”	: Securities Act of 1933 of the United States of America, as amended or modified from time to time
“Series”	: (1) (in relation to Notes other than variable rate notes) a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of their respective dates of the first payment of interest and Issue Prices) have identical terms on issue and are expressed to have the same series number and (2) (in relation to variable rate notes) Notes which are identical in all respects (including as to listing) except for their respective Issue Prices and rates of interest
“SFA”	: Securities and Futures Act 2001 of Singapore, as amended or modified from time to time
“SGX-ST”	: Singapore Exchange Securities Trading Limited.
“Standard & Poor’s”	: Standard & Poor’s Rating Services, a division of The McGraw Hill Companies, Inc. or its successors
“Supplemental Agency Agreement”	: The Supplemental Agency Agreement dated 1 February 2002 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank

DEFINITIONS

“Supplemental Programme Agreement”	: The Supplemental Programme Agreement dated 1 February 2002 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“S\$” or “\$”	: Singapore dollars
“Third Amendment and Restatement Agency Agreement”	: The Third Amendment and Restatement Agency Agreement dated 9 June 2014 made between (1) HDB, as issuer, and (2) Citi, as fiscal agent, paying agent and agent bank
“Third Amendment and Restatement Programme Agreement”	: The Third Amendment and Restatement Programme Agreement dated 9 June 2014 made between (1) HDB, as issuer, and (2) Citi, as arranger and dealer
“Tranche”	: In relation to a Series, those Notes of such Series that are issued on the same Issue Date and in respect of which the first interest payment is identical and (save in relation to a tender Tranche) at the same Issue Price
“U.S.” or “United States”	: United States of America
“%” or “per cent.”	: Per centum or percentage

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations. Any reference to a time of day in this Information Memorandum shall be a reference to Singapore time unless otherwise stated.

Any reference in this Information Memorandum to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the H&D Act, the SFA or any statutory modification thereof and used in this Information Memorandum shall, unless otherwise defined herein, have the meaning ascribed to it under the H&D Act, the SFA or statutory modification (as the case may be).

CORPORATE INFORMATION

Issuer	:	Housing and Development Board
Registered Office	:	HDB Hub 480 Lorong 6 Toa Payoh Singapore 310480
The Board	:	Mr Benny Lim Siang Hoe, Chairperson Mr Tan Meng Dui Ar. Rita Soh Siow Lan Mr Tan Wah Yeow Ms Chia Yong Yong Mr Ong Tze-Ch'in Ms Pearlyn Phau Yee Meng Mr Wendell Wong Hin Pkin Dr Wong Sweet Fun Mr Zakir Hussain Mr Chua Eu Jin Ms Ho Hern Shin Mr Jason Leow Juan Thong COL John Nehemiah Samuel Mr Melvin Yong Yik Chye
Auditors for the financial year ended 31 March 2024	:	Ernst & Young LLP One Raffles Quay North Tower, Level 18 Singapore 048583
Arranger	:	Citicorp Investment Bank (Singapore) Limited 8 Marina View #21-00 Asia Square Tower 1 Singapore 018960
Fiscal Agent, Paying Agent and Agent Bank	:	Citicorp Investment Bank (Singapore) Limited 5 Changi Business Park Crescent #07-00 Changi Business Park Singapore 486027
Legal Adviser to the Programme	:	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989

PROGRAMME SUMMARY

The following does not purport to be complete and is a summary of, and is qualified in its entirety by, this Information Memorandum (and any relevant supplement to this Information Memorandum), the Programme Agreement, the Agency Agreement and the relevant Pricing Supplement.

Issuer	: Housing and Development Board
Arranger	: Citi
Dealers	: Such Dealers as may be appointed in accordance with the Programme Agreement
Fiscal Agent, Paying Agent and Agent Bank	: Citi
Description	: Multicurrency Medium Term Note Programme
Programme Size	: The maximum aggregate principal amount of Notes outstanding under the Programme at any time shall not exceed S\$42,000,000,000 (or its equivalent in any other currencies) or such further amount as may be approved by the Board and the Minister for National Development
Rating	: The Programme has been rated “AAA” by Fitch. The Notes of each Tranche or Series issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the rating assigned to the Programme and (where applicable) such rating will be specified in the applicable Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning Rating Agency
Currency	: Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s)
Method of Issue	: Notes may be issued from time to time under the Programme on a syndicated or non-syndicated basis or by way of tender. The Notes will be issued in Series. Each Series may be issued in Tranches, on the same or different issue dates. The specific terms of each Tranche will be specified in the relevant Pricing Supplement
Maturities	: Subject to compliance with all relevant laws, regulations and directives, the Notes shall have maturities of not less than 12 months and not more than 25 years from their respective issue dates
Issue Price	: Notes may be issued at par or at a discount, or premium, to par
Interest Basis	: Notes may bear interest at fixed, floating or variable rates
Fixed Rate Notes	: Fixed rate notes will bear a fixed rate of interest which will be repayable in arrear on specified dates and at maturity

PROGRAMME SUMMARY

- Floating Rate Notes : Floating rate notes which are denominated in Singapore dollars will bear interest to be determined separately for each Series by reference to SORA (or such other benchmark as may be agreed between HDB and the relevant Dealer(s)) as adjusted for any applicable margin. Interest periods in relation to the floating rate notes will be selected by HDB prior to their issue
- Floating rate notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between HDB and the relevant Dealer(s)
- Variable Rate Notes : Variable rate notes will bear interest calculated in accordance with the “Terms and Conditions of the Notes – Interest on Floating Rate Notes or Variable Rate Notes” below and interest will be payable on the first or on the last day of each interest period relating to the variable rate notes
- Form and Denomination of Notes : The Notes may be issued in bearer form or in registered form only, and in such denominations as may be agreed between HDB and the relevant Dealer(s)
- Custody of the Notes : Notes which are to be listed on the SGX-ST may be cleared through CDP. Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository
- Status of the Notes : The Notes will be direct, unconditional and unsecured obligations of HDB and shall at all times rank *pari passu* and without preference among themselves. The payment obligations of HDB under the Notes shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of HDB
- Optional Redemption : If so provided in the relevant Pricing Supplement, Notes may be redeemed in whole or in part prior to their stated maturity at the option of the Issuer and/or the holders of Notes
- Redemption for Taxation Reasons : Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See the section on “Terms and Conditions of the Notes – Redemption and Purchase” below
- Taxation : Payments of principal and interest on the Notes will be made without withholding or deduction for or on account of any taxes or duties of whatever nature imposed by Singapore except as provided in the “Terms and Conditions of the Notes – Taxation” below. For further details, see the section on “Taxation” below
- Noteholders’ Option to require the Issuer to purchase the Notes upon the : If, as a result of any amendment to the H&D Act or any other statute, HDB ceases to be an authority or body established by written law to discharge functions of a public nature or the Notes

PROGRAMME SUMMARY

Issuer ceasing to be a public authority or body	cease to be the obligations of HDB and any such event would materially and adversely affect the interests of the Noteholders, HDB will, at the option of the holder of any Note, purchase such Note at its redemption amount (together with interest accrued to (but excluding) the date fixed for purchase)
Listing	: Application has been made to the SGX-ST for permission to deal in and for quotation of any Notes issued under the Programme which are agreed at the time of issue thereof, and approved by the SGX-ST, to be so listed on the SGX-ST. The in-principle approval by the SGX-ST for the listing of the Notes issued under the Programme shall not be taken as an indication of the merits of HDB or its subsidiaries or of the Notes. In addition, the Notes may, if so agreed between HDB and the relevant Dealer(s), be listed on any stock exchange(s) as may be agreed between HDB and the relevant Dealer(s), subject to all necessary approvals having been obtained. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of S\$250,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.
Selling Restrictions	: For a description of certain restrictions on offers, sales and deliveries of Notes and the distribution of offering material relating to the Notes, see the section on "Subscription, Purchase and Distribution" below. Further restrictions may apply in connection with any particular Series or Tranche of Notes
Governing Law	: Notes issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore

RISK FACTORS

Prior to making an investment or divestment decision, prospective investors or existing holders in the Notes should carefully consider all the information set forth in this Information Memorandum including the following risk factors:

Limitations of this Information Memorandum

This Information Memorandum does not purport to nor does it contain all information that a prospective investor in or existing holder of the Notes may require in investigating the Issuer, prior to making an investment or divestment decision in relation to the Notes issued under the Programme. Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the Notes (nor any part thereof) is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by HDB or Citi that any recipient of this Information Memorandum or any such other document or information (or such part thereof) should subscribe for or purchase or sell any of the Notes. This Information Memorandum is not, and does not purport to be, investment advice. A prospective investor should make an investment in the Notes only after it has determined that such investment is suitable for its investment objectives. Determining whether an investment in the Notes is suitable is a prospective investor's responsibility, even if the investor has received information to assist it in making such a determination. Each person receiving this Information Memorandum acknowledges that such person has not relied on HDB or Citi or any person affiliated with each of them in connection with its investigation of the accuracy or completeness of the information contained herein or of any additional information considered by it to be necessary in connection with its investment or divestment decision. Any recipient of this Information Memorandum contemplating subscribing for or purchasing or selling any of the Notes should determine for itself the relevance of the information contained in this Information Memorandum and any such other document or information (or any part thereof) and its investment or divestment should be, and shall be deemed to be, based solely upon its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and its subsidiaries, the terms and conditions of the Notes and any other factors relevant to its decision, including the merits and risks involved. A prospective investor should consult with its legal, tax, financial and other advisers prior to deciding to make an investment in the Notes.

Limited Liquidity of the Notes issued under the Programme

There can be no assurance regarding the future development of the market for the Notes issued under the Programme or the ability of such Noteholders, or the price at which such Noteholders may be able, to sell their Notes.

Although the issue of additional Notes may increase the liquidity of the Notes, there can be no assurance that the price of such Notes will not be adversely affected by the issue in the market of such additional Notes.

Fluctuation of Market Value of Notes issued under the Programme

Trading prices of the Notes are influenced by numerous factors, including the operating results of the Issuer and/or its subsidiaries, political, economic, financial and any other factors that can affect the capital markets generally. Adverse political and economic developments, in Singapore and countries with significant trade relations with Singapore, could have a material adverse effect on the Singapore economy and the results of operations and/or the financial condition of the Issuer and/or its subsidiaries.

RISK FACTORS

Global financial turmoil, rising energy prices, rising interest rates and rising inflation coupled with the heightened tensions arising from the imposition of tariffs by the US government on its trading partners, the ongoing conflict between Russia and Ukraine and the outbreak of war between Hamas and Israel have resulted in substantial and continuing volatility in international capital markets. Any further deterioration in global financial or geo-political conditions could have a material adverse effect on worldwide financial markets, which may adversely affect the market price of any Series of Notes.

Financial Risk

Interest payment and principal repayment for debts occur at specified periods regardless of the performance of HDB. Notes issued under the Programme are not guaranteed by the Government and should HDB suffer a serious decline in its net operating cash flows, it may be unable to make interest payments or principal repayments under the Notes.

Various geo-political events, in particular, the heightened tensions arising from the imposition of tariffs by the US government on its trading partners, the Russia-Ukraine conflict and the Israel-Hamas war, have created a high level of uncertainty to the global economic prospects and have caused disruptions to global supply chains and an increase in energy and commodities prices, which in turn have resulted in increased risks of inflation, increase in interest rates, tighter monetary policy and increased volatility in global markets. Such uncertain and unfavourable conditions and heightened geopolitical uncertainties leave the global economy more vulnerable, reduce the levels of trade and economic activities amongst countries and raise the risk of a global recession which may in turn have a material adverse effect on the Singapore economy and the results of operations and/or the financial condition of the Issuer.

The Ministry of Finance has funded HDB's past deficits. As a public housing authority, HDB continues to support the Government in implementing the various assistance measures to its customers and contractors.

Interest Rate Risk

Noteholders may suffer unforeseen losses due to fluctuation in interest rates. Generally, a rise in interest rates may cause a fall in bond prices, resulting in a capital loss for the Noteholders. However, the Noteholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, bond prices may rise. The Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

Inflation Risk

Noteholders may suffer erosion on the return of their investments due to inflation. Noteholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Notes. An unexpected increase in inflation could reduce the actual returns.

Singapore Taxation Risk

The Notes to be issued from time to time under the Programme during the period from the date of this Information Memorandum to 31 December 2028 are intended to be "qualifying debt securities" for the purposes of the Income Tax Act subject to the fulfilment of certain conditions more particularly described in the section "Taxation – Singapore Taxation".

RISK FACTORS

However, there is no assurance that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Rating of the Programme and the Notes

The Issuer currently has a credit rating of “AAA”, which was assigned by Fitch. Any rating assigned by the Rating Agencies to the Programme or a particular Series or Tranche of Notes is based on the views of the relevant Rating Agency only. The expected ratings address the relevant Rating Agency’s views on the likelihood of the timely payment of interest and the ultimate payment of principal by the maturity date of the Notes. Future events may have a negative impact on the rating of the Programme or such Notes and prospective investors should be aware that there is no assurance that ratings given will continue or that the ratings will not be reviewed, revised, downgraded, suspended or withdrawn as a result of future events, unavailability of information or if, in the judgment of the relevant Rating Agency, circumstances so warrant. Any rating changes that may occur may have a negative impact on the market value of such Notes and may lead to the Issuer being unable to obtain future credit on terms which are as favourable as those of its existing borrowings, which may result in loans at higher interest rates.

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of his own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement to this Information Memorandum;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor’s overall investment portfolio.

RISK FACTORS

The Notes are not secured

The Notes and the Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves. Accordingly if the Issuer is dissolved at any time prior to maturity of any Notes, the Noteholders will not have recourse to any specific assets of the Issuer and its subsidiaries and/or associated companies (if any) as security for outstanding payment or other obligations under the Notes and/or Coupons owed to the Noteholders and there can be no assurance that there would be sufficient value in the assets of the Issuer after meeting all claims ranking ahead of the Notes, to discharge all outstanding payment and other obligations under the Notes and/or Coupons owed to the Noteholders.

The Notes may be subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Notes are subject to a put option in the event of, *inter alia*, the Issuer ceasing to be an authority or body established by written law to discharge functions of a public nature

If, as a result of any amendment to the H&D Act or any other statute, the Issuer ceases to be an authority or body established by written law to discharge functions of a public nature or the Notes cease to be the obligations of the Issuer and any such event would materially and adversely affect the interests of the Noteholders, the Issuer will, at the option of the holder of any Note, purchase such Note at its redemption amount together with interest accrued to the date fixed for redemption. In that event, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate.

Performance of contractual obligations by the Issuer is dependent on other parties

The ability of the Issuer to make payments in respect of the Notes may depend upon the due performance by the other parties to the documents relating to the Programme or an issue of Notes of their obligations thereunder including the performance by the Fiscal Agent, the Paying Agent or the Agent Bank of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer of its obligations to make payments in respect of the Notes, the Issuer may not, in such circumstances, be able to fulfil its obligations to the Noteholders and/or the Couponholders.

The Notes may be represented by Global Notes or Global Certificates and holders of a beneficial interest in a Global Note or Global Certificate must rely on the procedures of the relevant Clearing System(s)

Notes issued under the Programme may be represented by one or more Global Notes or Global Certificates. Such Global Notes or Global Certificates will be lodged with CDP. Except in the circumstances described in the relevant Global Note or Global Certificate, investors will not be entitled to receive Definitive Notes or Certificates.

RISK FACTORS

While the Notes are represented by one or more Global Notes or Global Certificates, investors will be able to trade their beneficial interests only through CDP. CDP will maintain records of their direct account holders in relation to the Global Notes and Global Certificates. While the Notes are represented by one or more Global Notes or Global Certificates, the Issuer will discharge its payment obligations under the Notes by making payments to CDP for distribution to their accountholders. A holder of beneficial interest in the Global Notes or Global Certificates must rely on the procedures of CDP to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Certificates.

Holders of beneficial interests in the Global Notes and Global Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by CDP to appoint appropriate proxies.

The regulation and reform of “benchmark” rates of interest and indices may adversely affect the value of Notes linked to or referencing such “benchmarks”

Interest rates and indices which are deemed to be “benchmarks” are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Note linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The EU Benchmarks Regulation, as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (the “**FCA**”) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the national or international reforms or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Following FCA’s announcement on 5 March 2021, the London interbank offered rate (“**LIBOR**”) was discontinued on 30 June 2023 and was replaced by the secured overnight financing rate (“**SOFR**”).

RISK FACTORS

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing Euro interbank offered rate (“**EURIBOR**”). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the group issued its final statement, announcing completion of its mandate.

As the Singapore Dollar swap offer rate (“**SOR**”) methodology relies on USD LIBOR in its computation, the discontinuation of LIBOR on 30 June 2023 impacted the sustainability of SOR. On 30 August 2019, the MAS announced that it had established an industry-led steering committee to oversee an industry-wide interest rate benchmark transition from SOR to the Singapore Overnight Rate Average (“**SORA**”). On 5 August 2020, MAS announced several initiatives to support the adoption of SORA, including prescribing SORA as a financial benchmark under the SFA. The initiatives aim to catalyse greater activity in SORA markets, safeguard the benchmark’s integrity and enhance market confidence in SORA. Similarly, the Association of Banks in Singapore has also proposed to discontinue certain tenors for the Singapore Dollar interbank offered rate (“**SIBOR**”) and to amend the methodology for determining SIBOR. The Association of Banks in Singapore, the Singapore Foreign Exchange Market Committee and the Steering Committee for SOR & SIBOR Transition to SORA (“**SC-STs**”) (together, the “**Committees**”) laid out transition roadmaps for shifting away from the use of SOR and SIBOR to the use of SORA as the main interest rate benchmark for SGD financial markets. Following industry consultations by the Committees, SOR was discontinued at the end of June 2023 and the issuance of SOR-linked loans and securities that mature after end-2021 has ceased since end-April 2021, with financial institutions and their customers ceasing usage of SOR in new derivative contracts (except for specified purposes relating to the risk management and transition of legacy SOR positions to SORA) by end-September 2021. Similarly, the Committees have discontinued SIBOR, with 6-month SIBOR having been discontinued on 31 March 2022 and 1-month and 3-month SIBOR having been discontinued on 31 December 2024. In order to mitigate further build up in the stock of legacy SIBOR contracts, the SC-STs has recommended that financial institutions and their customers cease usage of SIBOR in new contracts by end-September 2021. On 29 July 2021, the SC-STs published a report setting out updated timelines and key recommendations for the industry-wide transition of financial contracts away from the legacy use of SOR. The recommendations cover a wide spectrum of financial products across wholesale and retail markets, and aim to facilitate a smooth transition out of SOR contracts. On 31 March 2021, SC-STs also published a report which set out recommended timelines for the cessation of SOR and SIBOR-linked financial products, which was updated on 5 August 2021 and 18 July 2022.

On 14 December 2022, the SC-STs published an implementation paper setting out technical details for the implementation of SC-STs’ supplementary guidance on adjustment spreads for the conversion of SOR contracts to SORA. SC-STs’ supplementary guidance applies to the active transition of unhedged SOR loans and is to be used up till end-2024. The implementation paper only covers the setting of adjustment spreads for the conversion of wholesale SOR contracts to Compounded-in-arrears SORA and does not apply to the setting of adjustment spreads for the conversion of legacy SOR retail loans to Compounded-in-advance SORA. The SC-STs has also published an adjustment spread calculator which market participants have been encouraged to use for the purpose of supporting the active transition of SOR loans to SORA. On 25 February 2025, the SC-STs announced the successful completion of the interest rate benchmark transition exercise from SOR and SIBOR to SORA.

RISK FACTORS

It is not possible to predict with certainty whether, and to what extent, any benchmark will continue to be supported going forward. This may cause such benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. International or national reforms or other initiatives or investigations that may affect the benchmarks may have (without limitation) the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to the benchmark; (ii) trigger changes in the rules or methodologies used in the benchmark and/or (iii) lead to the disappearance of the benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmark Regulations, as applicable, or any of the national or international reforms and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to any Notes linked to or referencing a benchmark.

The Conditions provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a benchmark replacement, successor rate or an alternative rate and that such successor rate or alternative rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark.

If, following the occurrence of a Benchmark Event, no benchmark replacement, successor rate or alternative rate is determined, the ultimate fallback for the purposes of calculation of (in the case of Floating Rate Notes) the rate of interest for a particular interest period may result in the rate of interest for the last preceding interest period being used. This may result in the effective application of a fixed rate for such Notes based on the previous applicable rate. Due to the uncertainty concerning the availability of benchmark replacements, successor rates and alternative rates and the involvement of an Independent Adviser and the potential for further regulatory developments, there is the risk that the relevant fallback provisions may not operate as intended at the relevant time.

The use of a benchmark replacement, successor rate or alternative rate (including with the application of an adjustment spread) may result in any Notes linked to or referencing the relevant benchmark replacement, successor rate or alternative rate performing differently (which may include payment of a lower rate of interest than they would if the relevant reference rate were to continue to apply in its current form).

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to risk free rates as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted. Please refer to the risk factor entitled *“The regulation and*

RISK FACTORS

reform of “benchmark” rates of interest and indices may adversely affect the value of Notes linked to or referencing such “benchmarks” for further details of the recent interest rates and benchmarks reform.

The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the terms and conditions of the Notes and used in relation to any that reference risk free rates issued under the Programme. The Issuer may in the future also issue Notes referencing risk free rates that differ materially in terms of interest determination when compared with any previous Notes referencing the same risk free rate issued by it under the Programme. The development of risk free rates as interest reference rates in the bond market and of the market infrastructure for adopting such rates could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Notes issued under the Programme which references any such risk free rate from time to time.

Furthermore, the basis of deriving certain risk free rates, such as SORA, may mean that interest on the Notes which reference any such risk free rate would only be capable of being determined after the end of the relevant observation period and immediately prior to the Interest Payment Date for such Notes. It may be difficult for investors in Notes which reference any such risk free rate to accurately estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to SIBOR-linked securities, if Notes referencing SORA become due and payable as a result of an event of default under the Conditions, the rate of interest payable for the final Interest Period in respect of such Notes may only be determined on the date which the Notes become due and payable. Investors should consider these matters when making their investment decision with respect to any such Notes.

In addition, the manner of adoption or application of risk free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk free rates.

In particular, investors should be aware that several different methodologies have been used in risk free rate securities issued to date. No assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Notes, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative reference rates based on risk free rates, including various ways to produce term versions of certain risk free rates (which seek to measure the market’s forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk free rates. If the relevant risk free rates do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to such risk free rates may be lower than those of securities referencing indices that are more widely used.

Since risk free rates are relatively new market indices, Notes linked to any such risk free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk free rate, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Further, if any risk free rate to which a series of Notes is linked does not prove to be widely used in securities like the Notes, the trading price of such Notes linked to a risk free rate may be lower than those of Notes linked to indices that are more widely used. Investors in such Notes may not be able to sell such Notes at all

RISK FACTORS

or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that any risk free rate to which a series of Notes is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Notes referencing such risk free rate. If the manner in which such risk free rate is calculated is changed, that change may result in a reduction of the amount of distribution payable on such Notes and the trading prices of such Notes.

As at the date of this Information Memorandum, no Floating Rate Notes have been issued.

Modification

The terms and conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Agency Agreement may be amended by the Issuer and the Fiscal Agent, without the consent of the Paying Agents or the Agent Bank or any Noteholder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer and the Fiscal Agent may mutually deem necessary or desirable and which does not, in the opinion of the Issuer and the Fiscal Agent, adversely affect the interests of the Noteholders in any material respect. Any such amendment shall be binding on the Noteholders and the Couponholders.

Change in Legislation

HDB is constituted under the H&D Act which together with the relevant subsidiary legislation, sets out the powers and functions of HDB. If there is any change made to the H&D Act or the relevant subsidiary legislation, such change may adversely affect the ability of HDB to comply with its obligations under the documents relating to the Programme and the Notes.

Change in Government Funding

HDB's deficit is financed by Government grant. The Ministry of Finance will act as a lender of last resort to HDB for its funding requirements. The Ministry of Finance has funded HDB's past deficits. The provision of any loan or funding (including the quantum) are at the absolute discretion of the Minister for Finance and the Government of Singapore, which do not guarantee the direct or indirect payment of any debt obligations of HDB.

In the event there is a change in the funding arrangement with the Government, this may affect the ability of HDB to comply with its payment obligations under the documents relating to the Programme and the Notes.

The Notes to be issued under the Green Finance Framework (the "Green Notes") may not be a suitable investment for all investors seeking exposure to green assets

This risk factor and the risk factor "*There is no current market consensus on what constitutes a "green" or "sustainable" project*" set out below do not purport to be complete or comprehensive of all the risk factors that may be involved in the business, assets, financial condition or results of operations of the Issuer or any decision to purchase, own or dispose of the Green Notes. Additional risk factors which the Issuer is currently unaware of may also impair its business, assets, financial condition, results of

RISK FACTORS

operations, performance or prospects. If any of the following risk factors develops into actual events, the business, assets, financial condition or results of operations of the Issuer could be materially and adversely affected. In such cases, the ability of the Issuer to comply with its obligations under the Green Notes may be adversely affected and the investors may lose all or part of their investments in the Green Notes.

The Issuer has developed its green finance framework (as may be updated or amended from time to time, the “**Green Finance Framework**”), which sets out how the Issuer intends to enter into green finance transactions to finance or re-finance Eligible Green Projects under the Project Category of Green Buildings as set out in the Green Finance Framework. No assurance is given by the Issuer that the use of such proceeds for any Eligible Green Projects set out in the Green Finance Framework will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines which such investor or its investments are required to comply with, whether by any present or future applicable law or regulations, by its own by-laws, other governing rules or investment portfolio mandates.

The Issuer has received from Ernst & Young LLP an independent limited assurance report dated 18 February 2022 (the “**Report**”), on the alignment of the Green Finance Framework to the Green Bond Principles 2021 issued by the International Capital Markets Association, the Green Bond Standards (2018) issued by the ASEAN Capital Markets Forum and the Green Loan Principles (2021) issued by the Loan Market Association, Asia Pacific Loan Market Association and Loan Syndications & Trading Association (collectively the “**Green Finance Principles**”).

The Report is not incorporated into and does not form part of this Information Memorandum or the applicable Pricing Supplement. None of HDB, any of the Dealers or any of their respective officers, employees or agents makes any representation as to the suitability or reliability of the Report or the Green Notes to fulfil such environmental and sustainability criteria or on the accuracy of the information contained in the Green Finance Framework. Prospective investors should have regard to the factors described in this Information Memorandum and in the “*Use of Proceeds*” section regarding the use of proceeds. Each potential purchaser of Green Notes should determine for itself the relevance of the information contained in the applicable Pricing Supplement and this Information Memorandum regarding the use of proceeds, and its purchase of Green Notes should be based upon such investigation as it deems necessary.

The Report and any further assurance statement or third party opinion that may be issued (collectively the “**Assurance Reports**”) may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of the Green Notes. The Assurance Reports are not a recommendation by the Issuer, the Dealers, the Agents or any other person to buy, sell or hold securities and are only current as of the date that they were initially issued and are subject to certain disclaimers set out therein. The Assurance Reports are for information purposes only and none of HDB, any of the Dealers or any of their respective officers, employees or agents or the person issuing the Assurance Reports accepts any form of liability for the substance of such Assurance Reports and/or any liability for loss arising from the use of such Assurance Reports and/or the information provided therein.

Further, although the Issuer may agree at the relevant Issue Date to allocate the net proceeds of the issue of the Green Notes towards the financing and/or refinancing of Eligible Green Projects in accordance with certain prescribed eligibility criteria as described under the Green Finance Framework, there is no contractual obligation to do so and accordingly, it would not be an event of default or breach of contract with respect to the Green Notes if (i) the Issuer were to fail to comply with such obligations or were to fail to use the proceeds in the manner specified in the applicable Pricing Supplement, (ii) the Report issued in connection with the Green Finance Framework were to be withdrawn and/or (iii) the

RISK FACTORS

Green Notes were to fail to meet the investment requirements of certain environmentally focused investors regarding any “green” or similar labels with respect to such Green Notes. A withdrawal of the Report, any loss of qualification as a green asset under any relevant principles or guidelines or any failure by the Issuer to use the net proceeds from the Green Notes on Eligible Green Projects or to meet or continue to meet the investment requirements of certain environmentally focused investors with respect to such Green Notes may affect the value of the Green Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Green Notes as a result of the Green Notes not falling within the investor's investment criteria or mandate).

There is no current market consensus on what constitutes a “green” or “sustainable” project

There is no current market consensus on what precise attributes are required for a particular project to be defined as “green or sustainable” and therefore the Eligible Green Projects may not meet the criteria and expectations of all investors regarding environmental impact and sustainability performance. Although the underlying projects have been selected in accordance with the categories recognised by, inter alia, the Green Bond Principles and will be developed in accordance with relevant legislation and standards, there can be no guarantee that adverse environmental and/or social impacts will not occur during the design, construction, commissioning and operation of the projects. Accordingly, there can be no assurance that the Eligible Projects will be completed as expected or achieve the impacts or outcomes (environmental or otherwise) originally expected or anticipated. In addition, where negative impacts are insufficiently mitigated, the projects may become controversial, and/or may be criticised by activist groups or other stakeholders. The Issuer may not meet or continue to meet the investment requirements of certain environmentally focused investors with respect to the Green Notes, which may also have consequences for certain investors with portfolio mandates to invest in green assets. Each potential purchaser of the Green Notes should determine for itself the relevance of the information contained in the applicable Pricing Supplement and this Information Memorandum regarding the use of proceeds of the Green Notes.

While it is the intention that the proceeds of any Green Notes so specified for Eligible Green Projects be applied by the Issuer in the manner described in the applicable Pricing Supplement, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects will be capable of being implemented in, or substantially in, such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such projects. Nor can there be any assurance that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

About HDB

- 1 The Housing & Development Board (HDB), a statutory board of the Ministry of National Development (MND), was established on 1 February 1960. Its mission is to provide quality and affordable public housing for Singaporeans, create vibrant and sustainable towns, and promote the building of active and cohesive communities.
- 2 As the public housing authority in Singapore, the principal activities of HDB are:
 - (i) To develop public housing and related facilities in a total living environment

This includes planning new HDB towns, upgrading and redeveloping older ones, as well as designing and overseeing the construction of HDB flats, commercial properties, and ancillary facilities including car parks and other amenities in the housing estates.
 - (ii) To allocate properties

This includes the sale and rental of HDB flats and commercial properties, as well as the provision of mortgage financing. From 1 January 2003, HDB flat buyers who are not eligible for HDB's concessionary loans may obtain market rate loans from banks or financial institutions licensed by the Monetary Authority of Singapore (MAS).
 - (iii) To manage public housing and related facilities

This includes lease and tenancy matters for all its residential and commercial properties.
- 3 In its initial years, HDB was tasked with addressing the housing shortage problem in Singapore and HDB built low-cost rental housing to meet the accommodation needs of the population. Over more than 6 decades, HDB has transformed the living environment in Singapore through public housing and created communities in modern, self-sufficient towns.
- 4 As of 31 March 2024, HDB has built 1,266,274 residential units across 24 towns and 3 estates. Today, close to 80% of the resident population in Singapore live in HDB flats, and about 90% of HDB households own their homes.

Providing Affordable Homes for Life

- 5 Home ownership is the cornerstone of Singapore's public housing programme, and it is HDB's key priority to ensure that public housing remains affordable and accessible. HDB offers a wide range of flat types to suit different housing needs and budgets. Among others, buyers can opt for flats from HDB which are priced with significant market discounts or resale flats from the secondary market. Buyers can also tap on various grants to support their flat purchase. Eligible first-time buyers of new flats can enjoy an Enhanced CPF Housing Grant (EHG) of up to \$120,000, while eligible first-timer singles can get an EHG (Singles) of up to \$60,000. For eligible first-time home buyers purchasing resale flat, they can receive up to \$230,000 in housing grants which include CPF Housing Grant of up to \$80,000, an EHG of up to \$120,000, and a Proximity Housing Grant (PHG) of up to \$30,000.
- 6 Housing policies and programmes are formulated and reviewed regularly to ensure that they continue to support Singaporeans' housing needs. Since October 2024, new Build-To-Order (BTO) projects have been classified into Standard, Plus, and Prime projects based on their locational attributes, instead of, the previous town-based classification. Plus and Prime flats,

which are located in more attractive locations and naturally command higher market values, will be priced with additional subsidies on top of the significant market discounts applied to all BTO flats. This helps to keep prices affordable and ensure that more Singaporeans over a wider range of income levels will be able to afford these costlier flats. With the new classification, singles can apply for new 2-room Flexi flats across all locations, regardless of whether they are Standard, Plus or Prime flats. Previously, they were only eligible to buy new 2-room Flexi flats in non-mature estates. To strengthen the owner-occupation intent, Plus and Prime flats come with tighter resale and rental conditions, such as a 10-year Minimum Occupation Period (MOP) and subsidy recovery upon resale.

- 7 There are also targeted policies and programmes designed to meet the housing needs of Singaporeans at various stages of their lives. For example, to strengthen intergenerational family support, HDB will roll out a new Family Care Scheme (FCS) from mid-2025. This new scheme will offer priority access to all parents and their children, married or single, when they apply for new flats to live with or near each other. Separately, families buying a resale flat to live with or near their parents or child for mutual care and support can also receive a PHG of up to \$30,000.
- 8 For seniors looking to supplement their retirement income, HDB also has various monetisation schemes available. They can right-size to a 3-room or smaller flat and apply for the Silver Housing Bonus. To expand the continuum of residential options for seniors, HDB offers 2-room Flexi flats on a shorter lease, as well as Community Care Apartments which integrate elderly-friendly design features with care services that can be scaled according to individual care needs. These are all aimed at better supporting the country's seniors to age in place. Seniors who wish to continue living in their existing flats can consider renting out their flats or spare bedrooms, or selling the tail-end of their lease to HDB under the Lease Buyback Scheme.
- 9 For low-income citizen families who cannot afford home ownership flats and do not have any family support, HDB provides rental flats under the Public Rental Scheme. As of 31 March 2024, there are 61,674 1-room and 2-room rental flats, most of which are currently let out under the Public Rental Scheme.

Shaping the Best Living Environment

- 10 As the largest master planner and housing developer in Singapore, HDB constantly reviews the way it plans and designs its towns and flats, guided by its 'Designing for Life' roadmap. Supported by three pillars, 'Live Well', 'Live Green and 'Live Connected', HDB focuses on planning and designing around residents' holistic well-being, to provide the best living environment for its residents even as their needs and lifestyle preferences change.
- 11 Over the past decade, a new generation of public housing has been progressively developed, including in new housing areas such as Bidadari, Tampines North, Punggol Northshore, Punggol Point district, and Tengah.
- 12 In addition to building new homes, HDB ensures that existing estates and flats remain vibrant through various upgrading programmes:
 - (i) The Home Improvement Programme (HIP) helps residents resolve common maintenance problems of ageing flats. These include repair of spalling concrete, replacement of cast iron and leaked/ cracked Unplasticised Polyvinyl Chloride (UPVC) waste discharge stacks, and upgrading of existing toilets. As of 31 March 2024, about 408,000 flats have been announced for HIP. Construction works for about 368,000 flats

HISTORY AND BUSINESS

have been completed, while works for the remaining 38,000 flats are in various stages of progress.

- (ii) HDB offers the Enhancement for Active Seniors (EASE) programme, either separately or in conjunction with HIP, to improve mobility and comfort for seniors and create a safer and more comfortable living environment. Improvement items installed in the flat include grab bars, ramps, and slip-resistant treatment to toilet/ bathroom floor tiles. As of 31 March 2024, about 193,000 households have opted for EASE together with HIP, while over 118,000 households have applied for EASE (Direct Application). Since 1 April 2024, HDB has expanded the EASE improvement items to include a wider range of senior-friendly items. This includes bidet sprays, foldable U-profile grab bars and lowering of kerbs at toilet entrances.
- (iii) The Neighbourhood Renewal Programme (NRP) focuses on precinct- and block-level improvements for blocks built up to 1995. The improvements include covered linkways, drop-off porches, playgrounds, community plazas and pavilions. To ensure that the improvements meet the needs of residents and to foster a sense of belonging to their neighbourhood, residents are consulted on the improvements they hope to see. As of end March 2024, a total of 203 NRP projects have been announced, of which 120 projects have been completed. Moving forward, NRP will be extended to blocks built up to 1999, benefitting more than 100,000 additional flats.
- (iv) The Lift Upgrading Programme (LUP) aims to bring direct lift services to flats, by upgrading existing lifts and constructing new lifts and lift shafts, where technically and economically feasible. Over 500,000 households in more than 5,100 blocks have benefitted from the programme.
- (v) The Selective Lift Replacement Programme (SLRP) replaces old lifts with modern lifts that come with more energy-efficient motors, vision panels and infra-red doors with motion safety sensors for added energy efficiency, safety, and security. These lifts were installed in blocks that were already barrier-free and did not require the LUP. All 808 lifts identified for the replacement works have been tendered and awarded. As of 31 March 2024, works on 770 lifts have been completed.
- (vi) The Lift Enhancement Programme (LEP) helps Town Councils fund the modernisation of their lifts (i.e., installation of latest safety features), and about 20,000 lifts have been identified for this programme. As of 31 March 2024, contracts for the modernisation of 13,423 lifts have been awarded, with 8,372 of them completed.
- (vii) As part of the national Age Well SG programme which aims to support seniors in ageing safely and independently in their homes and communities, HDB launched the Silver Upgrading Programme (SUP) to help seniors age-in-place more comfortably. Under the programme which is fully funded by the Government, existing HDB precincts with higher densities of seniors will be upgraded to include senior-centric features. These include fitness trails and therapeutic gardens to promote active and healthy lifestyles among seniors, barrier-free access ramps and rest points to make it easier and safer for seniors to move within the estate, and larger signages with symbols to aid seniors in navigating their estate more easily. The programme will be piloted in 4 precincts within Ang Mo Kio Town, before being expanded to include other precincts in Ang Mo Kio, as well as towns such as Bukit Merah, Queenstown, and Toa Payoh. The first project is slated to commence in the second half of 2025.

HISTORY AND BUSINESS

- 13 HDB also rejuvenates older estates through the Selective En bloc Redevelopment Scheme (SERS). Under SERS, selected old blocks of sold flats are acquired under the Land Acquisition Act for redevelopment. Residents in these blocks are given the opportunity to move to new flats at subsidised prices and enjoy a better living environment served by modern facilities. By rehousing residents en bloc, SERS enables residents to preserve the community ties they have built over the years. The injection of new developments also helps to rejuvenate the old estates, as well as revitalise the demographic and economic profiles of the residents as younger residents move into these estates. To date, more than 41,000 households in 82 sites have benefited from SERS.
- 14 To rejuvenate existing HDB towns and estates, HDB has put in place the 'Remaking Our Heartland' (ROH) programme. The programme is tailored to meet the changing needs of the community, capitalising on the distinct characteristics of each town. These include the upgrading of Town/ Neighbourhood Centres, enhancing parks and green spaces, and improving connectivity and mobility networks. Since its inception, residents from 13 towns and estates have benefitted from this programme. Public consultation is a key part of the ROH process. In drawing up the rejuvenation plans for ROH towns, HDB engages residents even at the planning stage – through surveys, focus group discussions and exhibitions – to better understand what residents value about their town, and the improvements residents hope to see. With their feedback, the plans are further refined such that the eventual rejuvenation of the town will benefit as many residents as possible.
- 15 HDB towns are planned and designed to be comprehensive and self-sufficient, offering a wide range of amenities such as shops and eateries to serve the daily needs of residents. New neighbourhood centres such as Anchorvale Village in Sengkang and Plantation Plaza in Tengah, feature well-designed plazas and gardens to draw residents to these community spaces. The shop mix in these centres is carefully curated to meet the needs of surrounding residents. To ensure that older heartland shops stay relevant to meet the changing needs of residents, HDB introduced the Revitalisation of Shops (ROS) Scheme in November 2007. The scheme supports retailers and Merchants' Associations (MAs) in enhancing the vibrancy and competitiveness of their shops, through co-funding the upgrading of the common areas and promotional events. Rent-free periods are also granted to shop tenants who renovate their shops in conjunction with the ROS scheme. As of 31 March 2024, over 4,600 shops have benefited from the ROS scheme. Additionally, HDB introduced the Budget Meals initiative in heartland coffee shops to provide affordable meal options for residents.
- 16 With over one million flats in more than 10,000 HDB blocks island wide, HDB plays a key role in driving sustainable development in Singapore. Since 2014, it has introduced a wide range of sustainability features in new HDB developments, spanning urban greenery, building technology, as well as energy, waste and water management.
- 17 In 2020, HDB launched the HDB Green Towns programme to scale up selected sustainable initiatives to existing HDB towns and estates and provide a greener and more liveable environment for residents. The 10-year plan centres on 5 focus areas: reducing energy consumption, recycling rainwater, optimising resources, promoting green commute, and cooling HDB towns. By 2030, the programme aims to reduce energy consumption in HDB towns by 15% from 2020 levels.
- 18 Initiatives to reduce energy consumption include installing solar panels at HDB blocks to generate clean energy and reduce carbon emissions, using smart LED lighting in the common areas, and introducing Elevator Energy Regeneration System to existing lifts. As of 31 March

HISTORY AND BUSINESS

2024, about 3,900 HDB blocks out of the over 10,000 HDB apartment blocks islandwide have been installed with solar panels. Through the SolarNova programme which is jointly led by HDB and the Economic Development Board, HDB strives to equip as many HDB blocks as possible to achieve the target of 540MWp solar PV capacity by 2030.

- 19 As part of efforts to cool HDB towns, HDB, together with Tampines Town Council, conducted a large-scale pilot to apply cool coating — a type of paint containing additives that reflect the heat of the sun to reduce surface heat absorption and emission — to approximately 130 HDB blocks in Tampines. Findings from the two-year pilot showed that the cool coatings reduced ambient temperatures of up to 2°C, thereby improving thermal comfort for residents. Besides enjoying a cooler environment, residents living in blocks painted with cool coatings also experienced a reduction in electricity consumption, as less energy from air conditioning systems is needed to cool their flats. Following the successful pilot, HDB will work closely with the Town Councils to extend the cool coatings initiative to all existing HDB estates by 2030.
- 20 Other sustainable initiatives that have been introduced include greenery intensification to further reduce ambient temperature and enhance the liveability of our estates, and UrbanWater Harvesting System (UWHS) to reduce potable water usage by more than 50%. Electric Vehicle chargers are also being implemented at all HDB carparks while more Dual Bicycle Racks will be installed to promote green commuting among residents.
- 21 HDB actively carries out research & development, to create and test new designs and innovative technologies. Some of the technologies that have been applied by HDB include environmental modelling techniques, floating wetlands system, as well as 3D concrete printing and precast construction system. Many of these innovations have received accolades locally and overseas.

Forging Strong Communities

- 22 Beyond building homes, HDB also plays a vital role in fostering social harmony in multi-cultural Singapore. To this end, HDB has invested much effort in providing a living environment where Singaporeans of different races and socio-economic groups can live, mingle, and bond as a community.

For example:

- (i) A good mix of flat types and sizes is provided within each HDB block and precinct to cater to different socio-economic groups.
- (ii) The Ethnic Integration Policy (EIP) ensures a balanced mix of the various ethnic groups in HDB estates and prevents the formation of racial enclaves. Under the EIP, a limit is set for each ethnic group in each block and neighbourhood.
- (iii) The Singapore Permanent Resident (SPR) Quota for each block and neighbourhood ensures that non-Malaysian SPR families can better integrate into the local community for social cohesion, and prevents enclaves from forming in public housing estates.
- (iv) To encourage social interaction and promote community bonding amongst residents, HDB plans and designs a variety of shared spaces and social facilities such as town plazas, fitness corners and playgrounds. HDB also collaborates with local community partners such as People's Association (PA) to keep these spaces lively and vibrant through programmes and activities.

HISTORY AND BUSINESS

- (v) For new precincts, HDB organises MyNiceHome Roadshows to familiarise homeowners-to-be with their new living environment, equip them with useful information such as renovation guidelines, and provide them with opportunities to interact with their new neighbours.
- (vi) To encourage greater community ownership, HDB provides funding of up to \$20,000 through the Lively Places Programme to support place-making initiatives driven by residents and community stakeholders.
- (vii) HDB's Friends of Our Heartlands (FOH) network provides a continuum of volunteering opportunities for individuals to deepen their involvement and capabilities with HDB. Volunteers of all ages can lead outreach activities that promote gracious and responsible heartland living, initiate community projects under the Lively Places Programme, and facilitate community conversations and design workshops on neighbourhood improvement projects e.g. under the ROH programme.
- (viii) HDB partners agencies like PA and the Singapore Kindness Movement (SKM), through initiatives such as the Good Neighbours Movement, to promote neighbourliness and gracious living in the heartlands.

Transforming Service Delivery

- 23 Providing a positive and seamless customer experience is a key tenet of HDB's service vision. By continuously analysing customer needs and leveraging on technology, HDB endeavours to deliver quality service at every touchpoint of the housing journey. Guided by the HDB Service Master Plan, HDB has implemented numerous initiatives to deliver fast and hassle-free services to its customers. Customers can conveniently access more than 200 electronic services for transactions such as buying and selling flats, as well as applying and renewing season parking, via the HDB InfoWEB and the Mobile@HDB app.
- 24 To streamline and simplify the process of buying and selling HDB flats, HDB launched the HDB Flat Portal in January 2021. This integrated platform serves as a comprehensive resource for prospective home buyers and sellers to gather information on buying and selling a flat. The portal has been progressively enhanced to include the following features:
 - Customised financial calculators for buyers to estimate their housing budget and financial plan, and for sellers to estimate their sale proceeds;
 - A service for flat buyers to apply for an HDB Flat Eligibility (HFE) letter. The HFE letter will provide buyers with a holistic understanding of their housing and financing options before they commence their flat buying journey;
 - An integrated loan application service to enable flat buyers to apply for In-Principle Approvals and request for Letters of Offer from participating financial institutions; and
 - A resale flat listing (RFL) service for flat sellers to list and market their flat for sale. The RFL service is integrated with information on new HDB flats available, so interested homebuyers can review their housing options holistically.
- 25 With digitalisation transforming the way services are delivered, HDB has been able to devote more resources to customers who need more help. This includes helping flat owners in financial difficulty to work out their mortgage repayment options, advising elderly flat owners who are

interested in the various monetisation options, and guiding rental tenants who wish to progress to home ownership in their home-buying journey.

Accolades

- 26 In recognition of its efforts in delivering excellence in public housing and customer service, HDB has been honoured with numerous international and local awards. Among them are the prestigious Singapore Quality Award (with Special Commendation) 2018 which reflects HDB's robust management systems and practices, and the Transformative Agency of the Year Award in 2020, in recognition of the high standards HDB has achieved in delivering its products and services. On the global stage, HDB has gained recognition for providing one of Asia's – and the world's – greenest, cleanest, and most socially conscious housing programmes, through the prestigious United Nations HABITAT Scroll of Honour Award in 2010.
- 27 At the project level, various projects have also received international accolades, such as the Punggol Town Masterplan at the Excellence on the Waterfront Awards, and the iconic MyWaterway@Punggol which won Gold at the FIABCI Prix d'Excellence Awards 2013 for its architecture, design, community benefit, and environmental impact. In 2024, HDB set a record as the first Singapore developer to clinch the FIABCI World Prix d'Excellence Gold Award for the Bidadari Estate masterplan, in recognition of its transformative contribution to the urban landscape.
- 28 Projects such as the mixed-development Kampung Admiralty and housing project SkyVille @ Dawson have also received the Council on Tall Buildings and Urban Habitat (CTBUH) Awards in 2019, testament to HDB's efforts in building well-designed homes and a quality living environment. In the same year, the Pinnacle@Duxton, a 50-storey public housing icon, added another accolade to its cap with the CTBUH 10-Year Award for proven value and performance of the development over the last decade. More recently, SkyParc@Dawson received the "Award of Excellence" in the CTBUH's Best Tall Building Award, Asia Category in 2023. These awards reflect HDB's continual efforts to push the boundaries in creating better homes for all Singaporeans.
- 29 HDB's achievements in landscape architecture and enhancing the living environment were also recognised by the International Federation of Landscape Architects (IFLA), Urban Land Institute and Landscape Excellence Assessment Framework (L.E.A.F.). Some recent projects that have received awards include HDB's Biophilic Town Framework and Punggol Northshore district. In 2023, both Garden Waterfront I & II @ Tengah and Queensway East received an Honourable Mention at the International Federation of Landscape Architects (IFLA) Asia-Pacific Landscape Architecture Awards. Clementi NorthArc also received the Landscape Excellence Assessment Framework (L.E.A.F.) Certification - Silver Award for its outstanding landscape design and implementation in March 2024. These awards highlight HDB's landscape strategies that have achieved positive outcomes and a better living environment for residents, such as the promotion of social and community well-being.
- 30 Innovative green and smart solutions developed by HDB and its partners have also garnered international and local acclaim. Among them are:
 - the Integrated Environment Modeller, which earned HDB the ASEAN Outstanding Engineering Achievement Award in 2019 for its ability to plan more comfortable living environments;

HISTORY AND BUSINESS

- HDB's Floating Solar system for local reservoir and coastal marine conditions, which received accolades from the American Academy of Environmental Engineers & Scientists;
- Punggol Northshore project, which received the International Federation of Consulting Engineers Project Excellence Award (Highly Commended) in 2023 for its achievements in environmental, social and economic sustainability as well as the use of innovative technologies in its design, planning and construction;
- Central Weave@Ang Mo Kio project and Queensway Canopy project, which won the Global Future Design Award (Gold) in 2023 and 2024 respectively, for their innovative architectural designs. The projects incorporated modularisation and design standardisation to optimise living spaces and functionality, while improving construction productivity and supporting local precast production;
- HDB's innovative use of geospatial technology in the intelligent mapping of Singapore's residential estates, which earned the Geospatial World Award in 2023 and the LiDAR Leader Awards in 2024;
- HDB's innovative approach in coastal seawall construction, which received the Institute of Engineers, Singapore's Prestigious Engineering Achievement Award in 2024;
- HDB Green Towns Programme, which was awarded the Singapore Institute of Planners Planning Gold Award in 2023 for enhancing the living environment and residents' quality of life; and
- HDB's UrbanWater Harvesting System, which garnered the Singapore Environmental Achievement Award in 2022 for its ability to harvest and recycle rainwater in HDB developments.

31 In recognition of its excellence and leadership in shaping a high-quality, sustainable, and user-friendly built environment for Singapore, HDB was also conferred the prestigious Built Environment Leadership Platinum Star Award and the Green Mark Platinum Champion Award by the Building & Construction Authority in 2018.

Financing of Housing and Development Board

The HDB's deficit is financed by Government grant. In addition, a grant is given to the HDB so that the reserves of past governments are protected in accordance with the Constitution of the Republic of Singapore.

The main loans which finance HDB's operations are:

- (i) The mortgage financing loans obtained from the Government to finance the mortgage loans granted to the purchasers of flats under the public housing schemes.
- (ii) Housing development loans from the Government, bonds issued and bank loans to finance HDB's development programmes and operational requirements.

HDB will continue to access the capital market to fund its development programmes and operational requirements. The Ministry of Finance will act as a lender of last resort to HDB for its funding requirements. The Ministry of Finance has funded HDB's past deficits. The provision of any loan or funding (including the quantum) are at the absolute discretion of the Minister for Finance and the Government of Singapore, which do not guarantee the direct or indirect payment of any debt obligations of HDB.

USE OF PROCEEDS

The net proceeds of the Notes to be issued by HDB under the Programme will be used:

- (a) to finance the development programmes of HDB and its working capital requirements, to refinance the existing borrowings and/or such other purposes as may be specified in the relevant Pricing Supplement; or
- (b) if so specified in the applicable Pricing Supplement, to finance or refinance Eligible Green Projects under the Project Category of Green Buildings and for such other purposes, in each case, as set out in the “4.1 Use of Proceeds” section of the Green Finance Framework of HDB.

FINANCIAL HIGHLIGHTS

Financial Highlights of HDB Group

	S\$ million			
	2023/2024	2022/2023	2021/2022	2020/2021
RESULTS BY SEGMENT				
Deficit from :				
Home ownership	(6,225)	(4,680)	(3,850)	(1,953)
Upgrading	(396)	(558)	(392)	(242)
Residential ancillary functions	(446)	(432)	(352)	(307)
Rental flats	(160)	(141)	(121)	(125)
Mortgage financing	(9)	(10)	(29)	(31)
Elimination of inter-segment transactions	18	23	18	26
Housing total deficit	(7,218)	(5,798)	(4,726)	(2,632)
Surplus from :				
Other rental and related businesses	444	430	360	279
Agency and others	36	33	51	67
Elimination of inter-segment transactions	(27)	(30)	(27)	(34)
Other Activities total surplus	453	433	384	312
Overall Deficit	(6,765)	(5,365)	(4,342)	(2,320)
FINANCIAL POSITION				
Property, plant and equipment, and investment properties	31,794	30,287	28,506	27,478
Loans receivable	41,392	38,323	36,665	38,002
Properties under development and for sale	17,347	14,932	16,249	16,721
Other assets	5,737	5,342	6,906	5,462
Total assets	96,270	88,884	88,326	87,663
Less:				
Loans payable	72,050	65,927	65,795	65,339
Other liabilities	8,843	7,584	7,157	6,956
Total net assets	15,377	15,373	15,374	15,368
Capital and reserves	15,331	15,328	15,331	15,331
Minority interests	46	45	43	37
Total equity	15,377	15,373	15,374	15,368

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, will be endorsed on the Notes in definitive form issued in exchange for the Global Note(s) or, as the case may be, the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Notes and in the relevant Pricing Supplement.

The Notes are issued pursuant to an Agency Agreement dated 1 February 1999 made between Housing and Development Board (the “**Issuer**”), Citicorp Investment Bank (Singapore) Limited as fiscal agent (the “**Fiscal Agent**”), Citicorp Investment Bank (Singapore) Limited as paying agent (the “**Paying Agent**”), and Citicorp Investment Bank (Singapore) Limited as agent bank (the “**Agent Bank**”) (as supplemented by a Supplemental Agency Agreement dated 1 February 2002 and a Second Supplemental Agency Agreement dated 27 August 2003, and as amended and restated by an Amendment and Restatement Agency Agreement dated 17 June 2011, a Second Amendment and Restatement Agency Agreement dated 17 May 2012, a Third Amendment and Restatement Agency Agreement dated 9 June 2014, a Fourth Amendment and Restatement Agency Agreement dated 15 October 2015 and a Fifth Amendment and Restatement Agency Agreement dated 2 June 2025, all made between the same parties, and as further amended, varied or supplemented from time to time, the “**Agency Agreement**”) and (where applicable) the Notes are issued with the benefit of a deed of covenant dated 1 February 1999 relating to the Notes executed by the Issuer (as supplemented by a Supplemental Deed of Covenant dated 1 February 2002, a Second Supplemental Deed of Covenant dated 17 June 2011, a Third Supplemental Deed of Covenant dated 17 May 2012, a Fourth Supplemental Deed of Covenant dated 9 June 2014 and a Fifth Supplemental Deed of Covenant dated 2 June 2025, all executed by the Issuer, and as further amended, varied or supplemented from time to time, the “**Deed of Covenant**”). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement. The Noteholders (as defined below) and the holders of the coupons (the “**Coupons**”) appertaining to interest-bearing Notes in bearer form (the “**Couponholders**”) are bound by and are deemed to have notice of all of the provisions of the Agency Agreement and the Deed of Covenant.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents.

1. Form, Denomination, Title and Transfer

(a) Form and Denomination

- (i) The Notes of the Series of which this Note forms part (in these Conditions, the “**Notes**”) are issued in bearer form (the “**Bearer Notes**”) or in registered form (the “**Registered Notes**”) in each case in the Denomination Amount(s) shown hereon in the applicable Pricing Supplement. Subject to applicable laws, in the case of Registered Notes, such Notes are in the Denomination Amount shown in the applicable Pricing Supplement, which may include a minimum denomination and higher integral multiples of a smaller amount, in each case, as specified in the applicable Pricing Supplement.
- (ii) This Note is a Fixed Rate Note, a Floating Rate Note or a Variable Rate Note (depending upon the Interest Basis shown on its face).
- (iii) Bearer Notes are serially numbered and are issued with Coupons attached, save in the case of

TERMS AND CONDITIONS OF THE NOTES

Bearer Notes that do not bear interest in which case references to interest (other than in relation to default interest referred to in Condition 5(f)) in these Conditions are not applicable.

- (iv) Registered Notes are represented by registered certificates (the “**Certificates**”) and, save as provided in Condition 1(d), each Certificate shall represent the entire holding of Registered Notes by the same holder.

(b) Title

- (i) Title to the Bearer Notes and the Coupons appertaining thereto shall pass by delivery. Title to the Registered Notes shall pass by registration in the register (the “**Register**”) to be kept by or on behalf of the Issuer in accordance with the provisions of the Agency Agreement.
- (ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note or Coupon shall be deemed to be and may be treated as the absolute owner of such Note or of such Coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note or Coupon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof (or that of the related Certificate) or any writing on it (or on the Certificate representing it) made by anyone, and no person shall be liable for so treating the holder.
- (iii) For so long as any of the Notes is represented by a Global Note or, as the case may be, a Global Certificate and such Global Note or, as the case may be, Global Certificate is held by The Central Depository (Pte) Limited (the “**Depository**”), each person who is for the time being shown in the records of the Depository as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by the Depository as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Fiscal Agent, the Paying Agents, the Agent Bank and all other agents of the Issuer as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Note or, as the case may be, the person(s) shown on the Register at the close of business on the Record Date (defined below) shall be treated by the Issuer, the Fiscal Agent, the Paying Agents, the Agent Bank and all other agents of the Issuer as the holder of such Notes in accordance with and subject to the terms of the Global Note or, as the case may be, the Global Certificate (and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall be construed accordingly). Notes which are represented by the Global Note or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of the Depository.
- (iv) In these Conditions, “**Global Note**” means the relevant Temporary Global Note representing each Series of Bearer Notes or the relevant Permanent Global Note representing each Series of Bearer Notes, “**Global Certificate**” means the relevant Global Certificate representing each Series of Registered Notes, “**Noteholder**” means the bearer of any Definitive Note in bearer form or the person in whose name a Registered Note is registered (as the case may be) and “**holder**” (in relation to a Definitive Note or Coupon) means the bearer of any Definitive Note in bearer form or Coupon or the person in whose name a Registered Note is registered (as the case may be), “**Series**” means (1) (in relation to Notes other than Variable Rate Notes) a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of their respective dates of the first payment of interest and Issue Prices) have identical terms on issue and are expressed to have the same series number and (2) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective Issue Prices and Rates of Interest and “**Tranche**” means, in relation to a Series, those Notes of such Series that are issued on the same Issue Date and in respect of which the

TERMS AND CONDITIONS OF THE NOTES

first interest payment is identical and (save in relation to a Tender Tranche) at the same Issue Price.

- (v) Words and expressions defined in the Agency Agreement or used in the applicable Pricing Supplement (as defined in the Agency Agreement) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

(c) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender of the Certificate representing such Registered Notes to be transferred, to the Issuer or to such other person as the Issuer may designate, together with the form of transfer endorsed on such Certificate (or such other forms of transfer in substantially the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Issuer may reasonably require and subject to the regulations relating to, *inter alia*, the registration and transfer of Registered Notes set out in the Agency Agreement or such other regulations as the Issuer may from time to time reasonably prescribe. No transfer of title to any Registered Note will be valid or effective unless and until entered on the Register. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor; provided that, in the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of any option by the Issuer or any Noteholder in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Issuer. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(e) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 1(c) or 1(d) shall be available for delivery within 30 Business Days of receipt of a duly completed request for exchange or form of transfer or exercise notice and the surrender of the original Certificate for exchange together with satisfaction of any other requirements imposed by these Conditions. Delivery of the new Certificate(s) shall be made at the head office of the Issuer or at the specified office of its agent, in each case to whom delivery or surrender of such request for exchange, form of transfer, exercise notice or original Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, exercise notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified,

TERMS AND CONDITIONS OF THE NOTES

unless such holder requests otherwise and pays in advance to the Issuer the costs of such other method of delivery and/or such insurance as it may specify.

In this Condition 1(e), “**Business Day**” means a day on which banks and foreign exchange markets are open for general business in the place of the head office of the Issuer or, as the case may be, the specified office of the relevant agent.

(f) Charges

Exchange and transfer of Registered Notes on registration, transfer, partial redemption or exercise of an option shall be effected at a fee of S\$30 for each registration, transfer, redemption or exercise of option and the Issuer may require the payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Issuer may require).

(g) Closed Periods

Without prejudice to Condition 1(h) below, no Noteholder may require the transfer of a Registered Note to be registered (i) during the period of seven Business Days ending on (and including) the due date for redemption of that Note, (ii) during the period of seven Business Days ending on (and including) any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 4(d), (iii) after the Registered Notes have been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date (as defined in Condition 5(a)).

(h) Closing of Register

The Issuer shall have the right at any time to close the Register for such periods as the Issuer may determine in order to facilitate any payment on, or redemption of, the Notes or otherwise and no Noteholder may require the transfer of a Registered Note to be registered during such periods when the Register is closed.

(i) Regulations

All transfers of Registered Notes and entries on the Register will be made subject to the detailed regulations concerning transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Fiscal Agent.

2. Status

The Notes and Coupons of all Series constitute direct, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without preference among themselves. The payment obligations of the Issuer under the Notes and Coupons shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer.

3. (I) Interest on Fixed Rate Notes

(a) Interest Rate and Accrual

Each Fixed Rate Note bears interest on its Calculation Amount (as defined in Condition 3(II)(d)) from (and including) the Interest Commencement Date in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on an Interest Payment Date.

TERMS AND CONDITIONS OF THE NOTES

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date (and if the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the Maturity Date falls before the date on which the first payment of interest would otherwise be due. If the Maturity Date is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount shown on the face of such Note.

Interest will cease to accrue on each Fixed Rate Note from the due date for redemption thereof unless, upon due presentation, payment of the Redemption Amount shown on the face of the Note is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 3(I) to (but excluding) the Relevant Date (as defined in Condition 6).

(b) Calculations

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction shown on the face of the Note. The amount of interest payable per Calculation Amount for any Fixed Rate Interest Period in respect of any Fixed Rate Note shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency (with halves rounded up).

In this Condition 3(I)(b), “**Fixed Rate Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

(II) Interest on Floating Rate Notes or Variable Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note or Variable Rate Note bears interest on its Calculation Amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note, and such interest will be payable in arrear on each interest payment date (“**Interest Payment Date**”), unless Payment Delay is specified in the applicable Pricing Supplement for a SORA Note, in which case interest (save for interest in respect of the final Interest Period (as defined below) which will be payable in arrear on the final Interest Payment Date) will be payable in arrear on the last business day of the Delay Period as set out in the relevant Pricing Supplement following each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the “**Specified Number of Months**”) after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (and which corresponds numerically with such preceding Interest Payment Date or the Interest Commencement Date, as the case may be), provided that the Agreed Yield (as defined in Condition 3(II)(c)) in respect of any Variable Rate Note for any Interest Period relating to that Variable Rate Note shall be payable on the first day of that Interest Period. If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event

TERMS AND CONDITIONS OF THE NOTES

(i) such date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

The period beginning on the Interest Commencement Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is herein called an **"Interest Period"**.

Interest will cease to accrue on each Floating Rate Note or Variable Rate Note from the due date for redemption thereof unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 3(II) to (but excluding) the Relevant Date.

(b) Rate of Interest - Floating Rate Notes

- (i) Each Floating Rate Note bears interest at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Note, being (in the case of Notes which are denominated in Singapore Dollars) SORA (in which case such Note will be a SORA Note) or such other Benchmark as is set out on the face of such Note or (in any other case or in the case of Notes which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out on the face of such Note.

Such floating rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Note. The **"Spread"** is the percentage rate per annum specified on the face of such Note as being applicable to the rate of interest for such Note. The rate of interest so calculated shall be subject to Condition 3(III)(a) below.

The rate of interest payable in respect of a Floating Rate Note from time to time is referred to in these Conditions as the **"Rate of Interest"**.

- (ii) The Rate of Interest payable from time to time in respect of each Floating Rate Note will be determined by the Agent Bank on the basis of the following provisions:

- (1) in the case of Floating Rate Notes which are SORA Notes, the Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SORA Benchmark (as defined below) plus or minus the Spread.

The **"SORA Benchmark"** will be determined based on Compounded Daily SORA or SORA Index Average, as follows:

- (A) If Compounded Daily SORA (**"Compounded Daily SORA"**) is specified in the applicable Pricing Supplement, the SORA Benchmark for each Interest Period shall be determined based on Compounded Daily SORA which shall be calculated by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date in accordance with

TERMS AND CONDITIONS OF THE NOTES

one of the formulas referenced below depending upon which Observation Method is specified in the applicable Pricing Supplement.

- (aa) where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards;

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Period;

“**d_o**”, for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

“**i**”, for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

“**Interest Determination Date**” means the Singapore Business Day immediately following the Rate Cut-Off Date, unless otherwise specified in the relevant Pricing Supplement;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from (and including) such Singapore Business Day “**i**” up to (but excluding) the following Singapore Business Day;

“**p**” means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

“**Rate Cut-Off Date**” means, with respect to a Rate of Interest and Interest Period, the date falling “**p**” Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or

TERMS AND CONDITIONS OF THE NOTES

the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such Singapore Business Day “**i**”;

“**SORA_i**” means, in respect of any Singapore Business Day “**i**” falling in the relevant Interest Period:

- I. if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- II. if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the “**Suspension Period SORA_i**”) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA_i shall apply to each day falling in the relevant Suspension Period;

“**SORA Reset Date**” means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

“**Suspension Period**” means, in relation to any Interest Period, the period from (and including) the date falling “**p**” Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable) or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

- (bb) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period

TERMS AND CONDITIONS OF THE NOTES

(with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_{i-x_{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Period;

“**d_o**”, for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

“**i**”, for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from (and including) such Singapore Business Day “**i**” up to (but excluding) the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Period, the period from, and including, the date falling “**p**” Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “**p**” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**p**” means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average

TERMS AND CONDITIONS OF THE NOTES

published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **"Relevant Screen Page"**) on the Singapore Business Day immediately following such Singapore Business Day "*t*"; and

"SORA_{*t*} - *x* SBD" means, in respect of any Singapore Business Day "*t*" falling in the relevant Interest Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "*t*".

- (cc) where "Backward Shifted Observation Period" is specified as the Observation Method in the applicable Pricing Supplement:

"Compounded Daily SORA" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"d" is the number of calendar days in the relevant Observation Period;

"d_o", for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

"*t*", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"Interest Determination Date" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"n_{*t*}", for any Singapore Business Day "*t*", is the number of calendar days from (and including) such Singapore Business Day "*t*" up to (but excluding) the following Singapore Business Day;

TERMS AND CONDITIONS OF THE NOTES

“Observation Period” means, for the relevant Interest Period, the period from, and including, the date falling “**p**” Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “**p**” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“p” means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

“Singapore Business Day” or **“SBD”** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **“Relevant Screen Page”**) on the Singapore Business Day immediately following such Singapore Business Day “**i**”; and

“SORA_i” means, in respect of any Singapore Business Day “**i**” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

- (dd) where “Payment Delay” is specified as the Observation Method in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

TERMS AND CONDITIONS OF THE NOTES

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Period;

“**d_o**”, for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

“**i**”, for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Interest Period provided that the Interest Determination Date with respect to the final Interest Period will be the date falling one Singapore Business Day after the Rate Cut-Off Date unless otherwise specified in the relevant Pricing Supplement;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from (and including) such Singapore Business Day “**i**” up to (but excluding) the following Singapore Business Day;

“**p**” means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

“**Rate Cut-Off Date**” means the date that is “**p**” Singapore Business Days prior to the Maturity Date or the relevant redemption date, as applicable (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors)

TERMS AND CONDITIONS OF THE NOTES

(the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such Singapore Business Day “*i*”; and

“**SORA**,” means, in respect of any Singapore Business Day “*i*” falling in the relevant Interest Period, the reference rate equal to SORA in respect of that Singapore Business Day.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

- (B) If SORA Index Average (“**SORA Index Average**”) is specified in the applicable Pricing Supplement, the SORA Benchmark for each Interest Period shall be determined based on the SORA Index Average which shall be calculated by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1 \right) \times \left(\frac{365}{d_c} \right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

“**d_c**” means the number of calendar days in the relevant Observation Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Period, the date falling four Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the last date of the relevant Interest Period, unless otherwise specified in the applicable Pricing Supplement;

“**Observation Period**” means, for the relevant Interest Period, the period from, and including, the date falling “**p**” Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling “**p**” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the Notes become due and payable);

TERMS AND CONDITIONS OF THE NOTES

“p” means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

“Singapore Business Day” or **“SBD”** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA Index” means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

- (aa) if a Benchmark Event has not occurred, the **“SORA Index Average”** shall be calculated on any Interest Determination Date with respect to an Interest Period, in accordance with the Compounded Daily SORA formula described above in Condition 3(II)(b)(ii)(1)(A)(cc), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Period that is used in the definition of SORA Index_{Start} as specified in the applicable Pricing Supplement; or
- (bb) if a Benchmark Event has occurred, the provisions set forth in Condition 3(IV) shall apply;

“SORA Index_{End}” means the SORA Index value on the date falling **“p”** Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Interest Payment Date at the end of such Interest Period (or the date falling **“p”** Singapore Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“SORA Index_{Start}” means the SORA Index value on the date falling **“p”** Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Period; and

“SORA Index Determination Time” means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

- (C) If, subject to Condition 3(IV), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day **“i”**, SORA in respect of such Singapore Business Day **“i”** has not been published and a Benchmark Event for SORA has not occurred, then SORA for that Singapore Business Day **“i”** will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (D) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Agent Bank (or such other party responsible for

TERMS AND CONDITIONS OF THE NOTES

the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 3(IV), the Rate of Interest shall be:

- (aa) that determined as at the last preceding Interest Determination Date or, as the case may be, Rate Cut-Off Date (though substituting, where a different Spread (if any) or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or
- (bb) if there is no such preceding Interest Determination Date or, as the case may be, Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread or Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period (if any)).

If the relevant Series of Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

- (2) in the case of Floating Rate Notes which are not SORA Notes or which are denominated in a currency other than Singapore Dollars, the Agent Bank will determine the Rate of Interest in respect of any Interest Period at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period as follows:

- (A) if the Primary Source (as defined below) for the Floating Rate Notes is a Screen Page (as defined below), subject as provided below, the Rate of Interest in respect of such Interest Period shall be:

- (aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or
- (bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Interest Determination Date,

and as adjusted by the Spread (if any);

- (B) if the Primary Source for the Floating Rate Notes is Reference Banks or if paragraph (b)(ii)(2)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if paragraph (b)(ii)(2)(A)(bb) applies and fewer than two Relevant Rates appear

TERMS AND CONDITIONS OF THE NOTES

on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Issuer shall request each of the Reference Banks to provide the Issuer with its offered quotation (expressed as a percentage rate per annum) for the Relevant Rate that such Reference Bank is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and as adjusted by the Spread (if any), and such offered quotations shall be notified by the Issuer to the Agent Bank. If two or more of the Reference Banks provide the Issuer with such offered quotations, the Rate of Interest shall be the arithmetic mean of such offered quotations as determined by the Agent Bank;

- (C) if paragraph (b)(ii)(2)(B) above applies and fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date; and
 - (D) if the Agent Bank is unable to determine the Rate of Interest for an Interest Period in accordance with paragraphs (b)(ii)(2)(A) to (b)(ii)(2)(C) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which paragraphs (b)(ii)(2)(A), (b)(ii)(2)(B) or (b)(ii)(2)(C) above shall have applied.
- (iii) On the last day of each Interest Period (except as otherwise specified in the applicable Pricing Supplement), the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period.
- (iv) For the avoidance of doubt, in the event that the Rate of Interest as determined in accordance with the foregoing in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.
- (c) Rate of Interest - Variable Rate Notes**
 - (i) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this paragraph (c). The interest payable in respect of a Variable Rate Note on the first day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the **"Agreed Yield"** and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the **"Rate of Interest"**.
 - (ii) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Period shall, subject as referred to in paragraph (c)(iv) below, be determined as follows:
 - (1) not earlier than 9.00 a.m. (Singapore time) on the ninth Business Day nor later than 3.00 p.m. (Singapore time) on the third Business Day prior to the commencement of each Interest Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:
 - (A) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Period;
 - (B) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such

TERMS AND CONDITIONS OF THE NOTES

Agreed Yield, the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period shall be zero); and

- (C) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Period (an “**Agreed Rate**”) and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Period; and
 - (2) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Period by 3.00 p.m. (Singapore time) on the third Business Day prior to the commencement of such Interest Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (1) above, the Rate of Interest for such Variable Rate Note for such Interest Period shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Interest Period.
- (iii) The Issuer has undertaken to the Fiscal Agent and the Agent Bank that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Singapore time) on the next following Business Day:
- (1) notify the Fiscal Agent and the Agent Bank of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Period; and
 - (2) cause such Agreed Yield or, as the case may be, Agreed Rate for such Variable Rate Note to be notified by the Fiscal Agent to the relevant Noteholder at its request.
- (iv) For the purposes of sub-paragraph (ii) above, the Rate of Interest for each Interest Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note(s) or no Relevant Dealer in respect of the Variable Rate Note(s) shall be the rate (the “**Fall Back Rate**”) determined by reference to a Benchmark as stated on the face of such Variable Rate Note(s), being (in the case of Variable Rate Notes which are denominated in Singapore Dollars) SORA (in which case such Variable Rate Note(s) will be SORA Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out on the face of such Variable Rate Note(s).
- Such rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Variable Rate Note(s). The “**Spread**” is the percentage rate per annum specified on the face of such Variable Rate Note(s) as being applicable to the Rate of Interest for such Variable Rate Note(s). The Rate of Interest so calculated shall be subject to Condition 3(III)(a) below.
- The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Agent Bank in accordance with the provisions of Condition 3(II)(b)(ii) above (*mutatis mutandis*) and references therein to “**Rate of Interest**” shall mean “**Fall Back Rate**”.
- (v) If interest is payable in respect of a Variable Rate Note on the first day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Period on the first day of such Interest Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount for such Variable Rate Note for such Interest Period on the last day of such Interest Period.

TERMS AND CONDITIONS OF THE NOTES

- (vi) For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

(d) **Definitions**

As used in these Conditions:

“Benchmark” means the rate specified as such in the applicable Pricing Supplement;

“Business Day” means, in respect of each Note, (a) a day (other than a Saturday or Sunday) on which the Depository, as applicable, are operating, (b) a day on which banks and foreign exchange markets are open for general business in the country of the Fiscal Agent's specified office and (c) (if a payment is to be made on that day) (i) (in the case of Notes denominated in Singapore Dollars) a day on which banks and foreign exchange markets are open for general business in Singapore, (ii) (in the case of Notes denominated in Euros) a day on which the T2 is open for settlement in Euros and (iii) (in the case of Notes denominated in a currency other than Singapore Dollars and Euros) a day on which banks and foreign exchange markets are open for general business in the principal financial centre for that currency;

“Calculation Amount” means the amount specified as such on the face of any Note, or if no such amount is so specified, the Denomination Amount of such Note as shown on the face thereof;

“Day Count Fraction” means, in respect of the calculation of an amount of interest in accordance with Condition 3:

- (i) if “Actual/Actual” is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period divided by 365 (or, if any portion of that Fixed Rate Interest Period or, as the case may be, Interest Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a non-leap year divided by 365);
- (ii) if **“Actual/Actual (ICMA)”** is specified in the applicable Pricing Supplement,
- (1) if (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period is equal to or shorter than the Determination Period during which it falls, the number of days in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and
- (2) if (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period is longer than one Determination Period, the sum of:
- (A) the number of days in such (in the case of Fixed Rate Notes) Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) Interest Period falling in the Determination Period in which it begins divided by the product of (aa) the number of days in such Determination Period and (bb) the number of Determination Periods normally ending in any year; and

TERMS AND CONDITIONS OF THE NOTES

- (B) the number of days in such (in the case of Fixed Rate Notes) Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) Interest Period falling in the next Determination Period divided by the product of (aa) the number of days in such Determination Period and (bb) the number of Determination Periods normally ending in any year;

where:

“Determination Date” means the date(s) specified as such in the applicable Pricing Supplement or, if none is so specified, the Interest Payment Date(s); and

“Determination Period” means the period from and including the Interest Commencement Date to but excluding the first Determination Date and each successive period from and including a Determination Date in any year to but excluding the next Determination Date;

- (iii) if “Actual/360” is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period in respect of which payment is being made divided by 360;
- (iv) if “Actual/365 (Fixed)” is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period in respect of which payment is being made divided by 365; and
- (v) if “30/360” is specified in the applicable Pricing Supplement, the number of days in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable

TERMS AND CONDITIONS OF THE NOTES

Rate Notes) the Interest Period, unless such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in (in the case of Fixed Rate Notes) the Fixed Rate Interest Period or (in the case of Floating Rate Notes or Variable Rate Notes) the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

“**Euro**” means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified as the Interest Commencement Date on the face of such Note;

“**Interest Determination Date**” means, with respect to a Rate of Interest or Interest Period, the date set out in the applicable Pricing Supplement or, if none is so specified and only if the Benchmark is SORA, has the meaning given to it in Condition 3(II)(b)(ii)(1)(A)(aa), 3(II)(b)(ii)(1)(A)(bb), 3(II)(b)(ii)(1)(A)(cc), 3(II)(b)(ii)(1)(A)(dd) or 3(II)(b)(ii)(1)(B) as applicable;

“**Primary Source**” means (a) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Bloomberg agency or the Reuters Monitor Money Rates Service (“**Reuters**”)) agreed to by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) or (b) the Reference Banks, as the case may be;

“**Reference Banks**” means the institutions specified as such hereon or, if none, three major banks selected by the Issuer in the interbank market that is most closely connected with the Benchmark;

“**Relevant Currency**” means the currency in which the Notes are denominated;

“**Relevant Dealer**” means, in respect of any Variable Rate Note, the Dealer party to the Programme Agreement referred to in the Agency Agreement with whom the Issuer has concluded or is negotiating an agreement for the issue of such Variable Rate Note pursuant to the Programme Agreement;

“**Relevant Financial Centre**” means, in the case of interest to be determined on an Interest Determination Date with respect to any Floating Rate Note or Variable Rate Note, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

“**Relevant Rate**” means the Benchmark for a Calculation Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the relevant Interest Period;

“**Relevant Time**” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

“**Screen Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Bloomberg agency and Reuters) as may be specified hereon for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark;

TERMS AND CONDITIONS OF THE NOTES

“Singapore Dollar(s)” and “S\$” mean the lawful currency of Singapore; and

“T2” means the real time gross settlement system operated by the Eurosystem, or any successor system.

(III) Calculations

(a) Determination of Rate of Interest and Calculation of Interest Amounts and Redemption Amounts

The Agent Bank will, as soon as practicable after the Relevant Time on each Interest Determination Date, or such other time on such date as the Agent Bank may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine the Rate of Interest and calculate the amount of interest payable (the “**Interest Amounts**”) in respect of each Calculation Amount of the relevant Floating Rate Notes or Variable Rate Notes for the relevant Interest Period or calculate the Redemption Amount or Early Redemption Amount or make such determination or calculation, as the case may be. The Interest Amounts shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the face of such Note and rounding the resultant figure to the nearest sub-unit of the Relevant Currency. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties.

(b) Notification

The Agent Bank will cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Fiscal Agent, the Issuer and each of the Paying Agents as soon as possible after their determination but in no event later than the fourth Business Day thereafter. In the case of Floating Rate Notes, the Agent Bank will also cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to Noteholders in accordance with Condition 13 as soon as possible after their determination. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period by reason of any Interest Payment Date not being a Business Day. If the Floating Rate Notes or, as the case may be, Variable Rate Notes become due and payable under Condition 8, the Rate of Interest and Interest Amounts payable in respect of the Floating Rate Notes or, as the case may be, Variable Rate Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest and Interest Amounts need to be made (other than to the Noteholders at their request).

(c) Agent Bank and Reference Banks

The Issuer will procure that, so long as any Floating Rate Note or Variable Rate Note that is not a SORA Note remains outstanding, there shall at all times be three Reference Banks (or such other number as may be required) and, so long as any Floating Rate Note or Variable Rate Note remains outstanding, there shall at all times be an Agent Bank. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Agent Bank is unable or unwilling to act as such or if the Agent Bank fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts, Redemption Amount or Early Redemption Amount, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Agent Bank may not resign its duties without a successor having been appointed as aforesaid.

TERMS AND CONDITIONS OF THE NOTES

Notwithstanding anything included in the ISDA Definitions to the contrary, Citicorp Investment Bank (Singapore) Limited (in its capacity as Agent Bank, if so appointed) will have no obligation to exercise any discretion (including, but not limited to, determinations of alternative and/or substitute benchmark rates, successor reference rates and/or screen pages, interest adjustment factors/fractions or spreads, market disruptions, and/or benchmark amendment conforming changes) provided for in or required by the ISDA Definitions and, to the extent the ISDA Definitions provide for or require a calculation agent to exercise any such discretions and/or make such determinations, such references shall be construed as the Issuer exercising such discretions and/or determinations and not the Agent Bank.

(IV) Benchmark Discontinuation and Replacement

(a) Independent Adviser

Notwithstanding the provisions above in this Condition 3, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 3(IV)(b)) and an Adjustment Spread, if any (in accordance with Condition 3(IV)(c)) and any Benchmark Amendments (in accordance with Condition 3(IV)(d)) by the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 3(IV) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of gross negligence, bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Fiscal Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 3(IV).

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement prior to the relevant Interest Determination Date or Interest Payment Date (as the case may be), the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 3(IV)(b)) and an Adjustment Spread, if any (in accordance with Condition 3(IV)(c)) and any Benchmark Amendments (in accordance with Condition 3(IV)(d)).

If the Issuer or the Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement by five business days prior to the relevant Interest Determination Date or Interest Payment Date (as the case may be), the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest which would have been applicable to the Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date. Where a different Spread is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread relating to the relevant Interest Period shall be substituted in place of the

TERMS AND CONDITIONS OF THE NOTES

Spread relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 3(IV)(a).

(b) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 3(IV)(a)) shall (subject to adjustments as provided in Condition 3(IV)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(IV)).

(c) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement

(d) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(IV)(e), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Fiscal Agent of a certificate in English signed by an authorised signatory of the Issuer pursuant to Condition 3(IV)(e), the Fiscal Agent shall (at the direction and expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Agency Agreement and these Conditions), provided that the Fiscal Agent shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to it in these Conditions or the Agency Agreement (including, for the avoidance of doubt, any supplemental agreement) in any way.

For the avoidance of doubt, the Paying Agents shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 3(IV). Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or

TERMS AND CONDITIONS OF THE NOTES

other steps by the Fiscal Agent, the Paying Agents, the Agent Bank, the Registrar or the Transfer Agents (if required).

In connection with any such variation in accordance with Condition 3(IV)(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 3(IV) will be notified promptly by the Issuer to the Agent Bank, the Paying Agents and, in accordance with Condition 13, the Noteholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate in English addressed to the Fiscal Agent and signed by an authorised signatory of the Issuer:

- (i) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement, (3) where applicable, any Adjustment Spread and/or (4) the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 3(IV); and
- (ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Fiscal Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Agent Bank, the Fiscal Agent and the Noteholders.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 3(III)(a), 3(III)(b), 3(III)(c) and 3(III)(d), the Original Reference Rate and the fallback provisions provided for in Condition 3, as applicable, will continue to apply unless and until the Agent Bank has been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 3(IV)(e).

(g) Definitions

As used in this Condition 3(IV):

"Adjustment Spread" means either a spread (which may be positive or negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement

TERMS AND CONDITIONS OF THE NOTES

of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (i) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or
- (ii) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (iii) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes; or
- (iv) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines to be appropriate;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines in accordance with Condition 3(IV)(b) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international, or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to applicable government bonds);

“Benchmark Amendments” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period, any other amendments to these Conditions and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) determines is reasonably necessary);

TERMS AND CONDITIONS OF THE NOTES

“Benchmark Event” means one or more of the following events:

- (i) the Original Reference Rate ceasing to be published for a consecutive period of at least five Singapore Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or
- (vi) it has become unlawful for the Fiscal Agent, the Agent Bank, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur:

- (1) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (2) in the case of sub-paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and
- (3) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement;

“Benchmark Replacement” means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then “Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be):

TERMS AND CONDITIONS OF THE NOTES

- (i) Identified SORA;
- (ii) the Successor Rate;
- (iii) the ISDA Fallback Rate; and
- (iv) the Alternative Rate;

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

“Identified SORA” means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (i) selected or recommended by the Relevant Nominating Body, or (ii) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 3(IV)(a)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes;

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 3(IV)(a);

“Interpolated Benchmark” with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (i) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (ii) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“ISDA Fallback Adjustment” means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

“ISDA Fallback Rate” means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes as specified in the relevant Pricing Supplement, provided that if a Benchmark Event has occurred with respect to the then-current Original Reference Rate, then Original Reference Rate means the applicable Benchmark Replacement;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

TERMS AND CONDITIONS OF THE NOTES

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

“SORA” or “Singapore Overnight Rate Average” means, with respect of any Singapore Business Day, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day; and

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the Corresponding Tenor.

4. Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its Redemption Amount on the Maturity Date shown on its face (if this Note is shown on its face to be a Fixed Rate Note) or on the Interest Payment Date falling in the Redemption Month shown on its face (if this Note is shown on its face to be a Floating Rate Note or Variable Rate Note).

(b) Purchase at the Option of Issuer

If so provided hereon, the Issuer shall have the option to purchase all or any of the Fixed Rate Notes, Floating Rate Notes or Variable Rate Notes at their Redemption Amount together with interest accrued thereon to (but excluding) the date fixed for purchase on any date on which interest is due to be paid on such Notes and the Noteholders shall be bound to sell such Notes to the Issuer accordingly. To exercise such option, the Issuer shall give irrevocable notice to the Noteholders within the Issuer’s Purchase Option Period shown on the face hereof. Such Notes may be held, resold or surrendered to any Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 8 and 9.

All Notes in respect of which any such notice is given shall be purchased on the date specified in such notice in accordance with this Condition.

In the case of a purchase of some only of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Notes to be purchased, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be fair and reasonable in the

TERMS AND CONDITIONS OF THE NOTES

circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws. So long as the Notes are listed on any Stock Exchange (as defined in the Agency Agreement), the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any purchase of Notes.

(c) Purchase at the Option of Noteholders

- (i) Each Noteholder shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount together with interest accrued thereon to (but excluding) the date fixed for purchase on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, a Noteholder shall deposit any Variable Rate Notes to be purchased with any Paying Agent at its specified office (in the case of Bearer Notes) or the Certificate representing such Variable Rate Notes with the Issuer at its head office or at the specified office of its agent (in the case of Registered Notes) together with all Coupons relating to such Variable Rate Notes which mature after the date fixed for purchase (in the case of Bearer Notes), together with a duly completed option exercise notice in the form obtainable from any Paying Agent or the Issuer (as applicable) within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Variable Rate Notes or Certificates so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Variable Rate Notes may be held, resold or surrendered to any Paying Agent for cancellation. The Variable Rate Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 8 and 9.
- (ii) If so provided hereon, each Noteholder shall have the option to have all or any of his Fixed Rate Notes or Floating Rate Notes purchased by the Issuer at their Redemption Amount together with interest accrued thereon to (but excluding) the date fixed for purchase on any date on which interest is due to be paid on such Notes and the Issuer will purchase such Notes accordingly. To exercise such option, a Noteholder shall deposit any Notes to be purchased with any Paying Agent at its specified office (in the case of Bearer Notes) or the Certificate representing such Fixed Rate Notes or Floating Rate Notes with the Issuer at its head office or at the specified office of its agent (in the case of Registered Notes) together with all Coupons relating to such Notes which mature after the date fixed for purchase (in the case of Bearer Notes), together with a duly completed option exercise notice in the form obtainable from any Paying Agent or the Issuer (as applicable) within the Noteholders' Purchase Option Period shown on the face hereof. Any Notes or Certificates so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Notes may be held, resold or surrendered to any Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 8 and 9.
- (iii) If, as a result of any amendment to the Housing and Development Act 1959 of Singapore or any other statute, the Issuer ceases to be an authority or body established by written law to discharge functions of a public nature or the Notes cease to be the obligations of the Issuer and any such event would materially and adversely affect the interests of the Noteholders, the Issuer will, at the option of the holder of any Note, purchase such Note at its Redemption Amount (together with interest accrued to (but excluding) the date fixed for purchase) on the date falling 30 days from the date of the exercise by the holder of such option. The Issuer will give prompt notice to the Noteholders of the occurrence of the event referred to in this Condition 4(c)(iii) in accordance with Condition 13. To exercise such option, a Noteholder shall deposit any Notes to be purchased with

TERMS AND CONDITIONS OF THE NOTES

any Paying Agent at its specified office (in the case of Bearer Notes) or the Certificate representing such Notes with the Issuer at its head office or at the specified office of its agent (in the case of Registered Notes) together with all Coupons relating to such Notes which mature after the date fixed for purchase (in the case of Bearer Notes), together with a duly completed option exercise notice in the form obtainable from any Paying Agent or the Issuer (as applicable), no later than 10 Business Days from the date of the Issuer's notice to the Noteholders of the occurrence of such event (or such longer period, not exceeding 30 Business Days, as the Issuer may notify to the Noteholders in such notice). Any Notes or Certificates so deposited may not be withdrawn. Such Notes may be held, resold or surrendered to any Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 8 and 9.

(d) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, on giving irrevocable notice to the Noteholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Notes at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount, together with interest accrued to (but excluding) the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws. So long as the Notes are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any redemption of such Notes.

(e) Redemption at the Option of Noteholders

If so provided hereon, the Issuer shall, at the option of the holder of any Note, redeem such Note on the date or dates so provided at its Redemption Amount, together with interest accrued to (but excluding) the date fixed for redemption. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons) with any Paying Agent at its specified office or (in the case of Registered Notes) the Certificate representing such Note with the Issuer at its head office or at the specified office of its agent, together with a duly completed option exercise notice in the form obtainable from any Paying Agent or the Issuer (as applicable) within the Noteholders' Redemption Option Period shown on the face hereof. No Note or Certificate so deposited may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Redemption for Taxation Reasons

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 6, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any

TERMS AND CONDITIONS OF THE NOTES

authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change or amendment.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

(g) Purchases

The Issuer and any of its Subsidiaries (if any) may at any time purchase Notes at any price (provided that they are purchased together with all unmatured Coupons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives.

Notes purchased by the Issuer or any of its Subsidiaries (if any) may be surrendered by the purchaser through the Issuer to the Fiscal Agent for cancellation or may at the option of the Issuer or relevant Subsidiary (if any) be held or resold.

For the purposes of these Conditions, “**directive**” includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(h) Cancellation

All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries (if any) may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons to the Fiscal Agent at its specified office and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Issuer at its head office or at the specified office of its agent and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold.

5. Payments

(a) Principal and Interest

- (i) Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Bearer Notes or Coupons, as the case may be, at the specified office of any Paying Agent by a cheque drawn in the currency in which payment is due on, or, at the option of the holders, by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency.

TERMS AND CONDITIONS OF THE NOTES

- (ii) (1) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates representing such Notes at the head office of the Issuer or at the specified office of its agent and in the manner provided in Condition 5(a)(ii)(2).
- (2) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the seventh Business Day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre for the currency concerned and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the head office of the Issuer or the specified office of its agent before the Record Date and subject as provided in Condition 5(b), such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre for that currency.

(b) Payments subject to law etc.

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 6, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(c) Appointment of Agents

The Fiscal Agent, the Paying Agent and the Agent Bank initially appointed by the Issuer and their respective specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent or the Agent Bank and to appoint additional or other Fiscal Agents, Paying Agents or Agent Banks, provided that it will at all times maintain (i) a Fiscal Agent, (ii) a Paying Agent having a specified office in Singapore and (iii) an Agent Bank where the Conditions so require.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 13.

(d) Unmatured Coupons

- (i) Bearer Notes which are Fixed Rate Notes should be surrendered for payment together with all unmaturing Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 7).
- (ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Note which is a Floating Rate Note or Variable Rate Note,

TERMS AND CONDITIONS OF THE NOTES

unmatured Coupons relating to such Bearer Note (whether or not attached) shall become void and no payment shall be made in respect of them.

- (iii) Where any Bearer Note which is a Floating Rate Note or Variable Rate Note is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (iv) If the due date for redemption or repayment of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note or, as the case may be, Certificate representing it.

(e) Non-Business Days

Subject as provided in the relevant Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Note or Coupon is not a Business Day, the holder shall not be entitled to payment until the next following Business Day and shall not be entitled to any further interest or payment in respect of any such delay.

(f) Default Interest

If on or after the due date for payment of any sum in respect of the Notes, payment of all or any part of such sum shall not be made against due presentation of the Notes or, as the case may be, the Coupons, the Issuer shall pay interest on the amount so unpaid from such due date up to (but excluding) the day of actual receipt by the relevant Noteholders or, as the case may be, Couponholders (as well after as before judgment) at a rate per annum determined by the Fiscal Agent to be equal to one per cent. per annum above (in the case of a Fixed Rate Note) the Interest Rate applicable to such Note, (in the case of a Floating Rate Note) the Rate of Interest applicable to such Note or (in the case of a Variable Rate Note) the variable rate by which the Agreed Yield applicable to such Note is determined or, as the case may be, the Rate of Interest applicable to such Note. So long as the default continues then such rate shall be re-calculated on the same basis at intervals of such duration as the Fiscal Agent may select, save that the amount of unpaid interest at the above rate accruing during the preceding such period shall be added to the amount in respect of which the Issuer is in default and itself bear interest accordingly. Interest at the rate(s) determined in accordance with this paragraph shall be calculated on the Day Count Fraction shown on the face of the Note and the actual number of days elapsed, shall accrue on a daily basis and shall be immediately due and payable by the Issuer.

6. Taxation

All payments in respect of the Notes and the Coupons by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of:

- (a) any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore

TERMS AND CONDITIONS OF THE NOTES

otherwise than by reason only of the holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon (including, without limitation, the holder being a resident of, or having a permanent establishment in, Singapore);

- (b) any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or
- (c) any withholding tax imposed or deduction required pursuant to any agreements described in Section 1471(b) of the Code or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used in these Conditions, “**Relevant Date**” in respect of any Note or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Noteholders in accordance with Condition 13 that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 4, “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 3 and any reference to “**principal**” and/or “**premium**” and/or “**Redemption Amounts**” and/or “**interest**” shall be deemed to include any additional amounts which may be payable under these Conditions.

7. Prescription

Claims against the Issuer for payment, whether in respect of principal, interest or otherwise, in respect of the Notes and Coupons shall be prescribed and become void unless made within five years from the appropriate Relevant Date in respect of them.

8. Events of Default

If any of the following events (“**Events of Default**”) occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent that such Note is immediately repayable, whereupon the Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable:

- (a) the Issuer fails to pay the principal of (whether becoming due upon redemption or otherwise) or any interest on any of the Notes of any Series when due, and such default continues for a period of seven Business Days; or
- (b) the Issuer defaults in the performance or observance of or compliance with any of its other obligations set out in any of the Notes of any Series or the Agency Agreement which default is incapable of remedy or, if capable of remedy, is not remedied within 30 days after notice of such default shall have been given to the Issuer by any holder thereof; or
- (c) (i) any other present or future indebtedness (in an aggregate amount of not less than S\$30,000,000 (or its equivalent in any other currency or currencies)) of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer or any such

TERMS AND CONDITIONS OF THE NOTES

indebtedness is not paid when due or, as the case may be, within any applicable grace period; or

- (ii) the Issuer fails to pay when due any amount (in an aggregate amount of not less than S\$30,000,000 (or its equivalent in any other currency or currencies)) payable by it under any present or future guarantee for any moneys borrowed or raised; or
- (d) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer over the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer is enforced; or
- (e) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under any of the Notes of any Series, any of the Coupons or the Agency Agreement; or
- (f) any action, condition or thing (including obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into and perform and comply with its obligations under the Notes, the Coupons and/or the Agency Agreement, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Notes, the Coupons and the Agency Agreement admissible in evidence in the courts of Singapore is not taken, fulfilled or done; or
- (g) a moratorium is agreed or declared in respect of all or any material part of the indebtedness of the Issuer or the Government of Singapore or any court or other authority in Singapore takes any action for the distribution of the assets of the Issuer or any material part thereof among any creditors of the Issuer.

9. Meeting of Noteholders and Modifications

The Agency Agreement contains provisions for convening meetings of Noteholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution (as defined in the Agency Agreement) of the Notes of such Series (including these Conditions insofar as the same may apply to the Notes).

Such a meeting may be convened by Noteholders holding not less than ten per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals by the Issuer, *inter alia*, (a) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Notes, (c) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates of interest or the basis for calculating any Interest Amount in respect of the Notes, (d) to vary any method of, or basis for, calculating the Redemption Amount, (e) to vary the currency or currencies of payment or denomination of the Notes, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (g) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on

TERMS AND CONDITIONS OF THE NOTES

Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders. For the avoidance of doubt, the Issuer is not bound by any modification to any of these Conditions unless the Issuer has agreed to such modification.

These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

10. Replacement of Notes, Certificates and Coupons

If a Note, Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, at the specified office of any Paying Agent (in the case of Bearer Notes or Coupons) or at the head office of the Issuer or at the specified office of its agent (in the case of Certificates), or at the specified office of such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Condition 13 in each case, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate or Coupon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Note, Certificate or Coupon) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates or Coupons must be surrendered before replacements will be issued.

11. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes of any Series and so that the same shall be consolidated and form a single Series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.

12. Fiscal Agent, Paying Agents and Agent Bank

In acting under the Agency Agreement, the Fiscal Agent, the Paying Agents and the Agent Bank act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder except that (without affecting the obligations of the Issuer to the holders to make payment in respect of the Notes and Coupons in accordance with their terms) any funds received by the Fiscal Agent for the payment of any amounts in respect of the Notes or Coupons shall be held by it in trust for the relevant holders until the expiration of the period of prescription specified in Condition 7.

The Agency Agreement may be amended by the Issuer and the Fiscal Agent, without the consent of the Paying Agents or the Agent Bank or any holder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer and the Fiscal Agent may mutually deem necessary or desirable and which does not, in the opinion of the Issuer and the Fiscal Agent, adversely affect the interests of the holders in any material respect.

13. Notices

Notices to the holders of Bearer Notes will be valid if published in a daily newspaper in the English language of general circulation in Singapore (or, if the holders of any Series of Notes can be identified, notices to such holders will also be valid if they are given to each of such holders). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders in accordance with this Condition. Notices to the holders of Registered Notes shall be mailed to them at their

TERMS AND CONDITIONS OF THE NOTES

respective addresses in the Register (in the case of joint holders to the address of the holder whose name stands first in the Register) and deemed to have been given on the second day after the date of despatch.

In substitution of the said publication of notices mentioned in the foregoing paragraph, in the case where the Notes are listed on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”), notices to the holders of such Notes shall also be valid if made by way of an announcement on the SGX-ST. Any such notice shall be deemed to have been given to the holders on the date on which the announcement was published on the SGX-ST or, if published more than once, on the first date on which the publication is made.

Until such time as any definitive Notes are issued, there may, so long as the Global Note(s) or, as the case may be, the Global Certificate(s) is or are held in its or their entirety on behalf of the Depository, be substituted for such publication in such newspapers or announcement on the SGX-ST the delivery of the relevant notice to the Depository for communication by it to the Noteholders, except that if the Notes are listed on the SGX-ST and the rules of such exchange so require, notice will in any event be published or given in accordance with the previous paragraph. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to the Depository.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Fiscal Agent. Whilst the Notes are represented by a Global Note or, as the case may be, a Global Certificate, such notice may be given by any Noteholder to the Fiscal Agent through the Depository in such manner as the Fiscal Agent and the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

14. Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so or, in the case of a dissolution or analogous process of the Issuer, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such dissolution or analogous process). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order,

TERMS AND CONDITIONS OF THE NOTES

claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

15. Governing Law

The Notes and the Coupons are governed by, and shall be construed in accordance with, the laws of Singapore.

16. Contracts (Rights of Third Parties) Act

No person shall have any right to enforce the benefit of any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

The Programme Agreement provides for Notes to be offered from time to time through one or more Dealers. The price at which a Series or Tranche will be issued will be determined prior to its issue between HDB and the relevant Dealer(s). The obligations of the Dealers under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. Each Dealer (acting as principal) will subscribe or procure subscribers for Notes from HDB pursuant to the Programme Agreement.

The Arranger, the Dealers or any of their respective affiliates may have performed certain banking and advisory services for the Issuer and/or its affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuer and/or its affiliates in the ordinary course of the Issuer's or their business.

The Arranger, the Dealers or any of their respective affiliates may purchase Notes for its own account or enter into secondary market transactions or derivative transactions relating to the Notes, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackaging and credit default swaps, at the same time as the offering of the Notes. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Notes to which this Information Memorandum relates (notwithstanding that such selected counterparties may also be a purchaser of the Notes). As a result of such transactions, the Arranger, the Dealers or any of their respective affiliates may hold long or short positions relating to the Notes.

In connection with each Series or Tranche of Notes issued under the Programme, the Dealers or certain of their affiliates may purchase Notes and be allocated Notes for asset management and/or proprietary purposes but not with a view to distribution. Further, the Dealers and/or their respective affiliates may place orders, receive allocations and purchase Notes for their own account (without a view to distributing such Notes) and such orders and/or allocations of the Notes may be material. Such entities may hold or sell such Notes or purchase further Notes for their own account in the secondary market or deal in any other securities of the Issuer, and therefore, they may offer or sell the Notes or other securities otherwise than in connection with the offering (subject to restrictions on offers and sales under any applicable securities laws, including the Securities Act). Accordingly, references herein to the Notes being "offered" should be read as including any offering of the Notes to the Arranger, the Dealers and/or their respective affiliates for their own account. Such entities are not expected to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so.

United States

The Notes have not been and will not be registered under the Securities Act, and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Issuer and each relevant Dealer by such Dealer (or, in the case of an identifiable tranche of Notes sold to or through

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

more than one Dealer, by each of such Dealers with respect to Notes of an identifiable tranche purchased by or through it, in which case the Fiscal Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of Notes within the United States by any dealer that is not participating in the offering of such Notes may violate the registration requirements of the Securities Act.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “ **MiFID II** ”); or
 - (b) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (c) not a qualified investor as defined in the Prospectus Regulation Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and
- (ii) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (i) if the Pricing Supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

Member State, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended.

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”);
 - (b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (ii) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

the Programme will be required to represent and agree that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (i) if the Pricing Supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a **"Public Offer"**), following the date of publication of a prospectus in relation to such Notes which has been approved by the Financial Conduct Authority provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in paragraphs (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression **"an offer of Notes to the public"** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, and the expression **"UK Prospectus Regulation"** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”), other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged that this Information Memorandum has not been and will not be registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Important Notice to CMIs (including private banks)

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Notes. In addition, private banks should take all

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

reasonable steps to identify whether their investor clients may have any Associations with the Issuer or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Information Memorandum and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place “X-orders” into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMIs are informed that a private bank rebate may be payable as stated above and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Notes, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the relevant affiliated Dealer(s) (if any) to categorise it as a proprietary order and apply the “proprietary orders” requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- the name of each underlying investor;
- a unique identification number for each investor;
- whether an underlying investor has any “Associations” (as used in the SFC Code);
- whether any underlying investor order is a “Proprietary Order” (as used in the SFC Code); and
- whether any underlying investor order is a duplicate order.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

Underlying investor information in relation to omnibus order should be sent to the Dealers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering. The relevant Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

General

Each Dealer understands that no action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each issue of Notes shall be subject to such additional selling restrictions as may be agreed between the Issuer and the relevant Dealer(s) and each Dealer has undertaken that it will at all times comply with all such selling restrictions.

Each Dealer has agreed that it will comply with all laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers Notes or any interest therein or rights in respect thereof or has in its possession or distributes, any other document or any Pricing Supplement. No Dealer will directly or indirectly offer, sell or deliver Notes or any interest therein or rights in respect thereof or distribute or publish any prospectus, circular, advertisement or other offering material (including, without limitation, this Information Memorandum) in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes or any interest therein or rights in respect thereof by it will be made on the foregoing terms. In connection with the offer, sale or delivery by any Dealer of any Notes or any interest therein or rights in respect thereof, HDB shall not have responsibility for, and each Dealer will obtain, any consent, approval or permission required in, and each Dealer will comply with the laws and regulations in force in, any jurisdiction to which it is subject or from which it may make any such offer or sale.

Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Notes or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any relevant time.

RATINGS

The Programme is rated “AAA” by Fitch. The Issuer also has a “AAA” rating from Fitch. Each Series of Notes may or may not be rated.

A rating is not a recommendation to buy, sell or hold securities, does not address the likelihood or timing of prepayment, if any, or the receipt of default interest and may be subject to revision or withdrawal at any time by the assigning rating organisation.

Rating Agencies may also revise or replace entirely the methodology applied to assign credit ratings. No assurance that ratings given will continue or that the ratings will not be reviewed, revised, downgraded, suspended or withdrawn as a result of future events, unavailability of information or if, in the judgment of the relevant Rating Agency, circumstances so warrant. Any rating changes that may occur may have a negative impact on the market value of such Notes and may lead to the Issuer being unable to obtain future credit on terms which are as favourable as those of its existing borrowings, which may result in loans at higher interest rates.

See the section on “Risk factors — Rating of the Programme and the Notes” for more details.

Introduction

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the “**Depository System**”) maintained by CDP. Notes that are to be listed on the SGX-ST may be cleared through CDP.

CDP

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

Clearing and Settlement under the Depository System

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a Global Note for persons holding the Notes in securities accounts with CDP (the “**Depositors**”). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Notes through the Depository System may be effected through securities sub-accounts held with corporate depositors (“**Depository Agents**”). Depositors holding the Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer the Notes to a securities sub-account with a Depository Agent for trade settlement.

General

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of HDB, the Fiscal Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Singapore Taxation

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore, and administrative guidelines and circulars issued by MAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities ("QDS") scheme for early redemption fee (as defined in the Income Tax Act) and redemption premium (as such term has been amended by the Income Tax Act). Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Notes are advised to consult their own tax advisors as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that neither the Issuer nor any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

1. Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 24 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

TAXATION

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

With respect to any tranche of the Notes issued as debt securities under the Programme (the “**Relevant Notes**”) during the period from the date of this Information Memorandum to 31 December 2028 where more than half of the issue of such Relevant Notes are distributed by Specified Licensed Entities (as defined below), such tranche of Relevant Notes would be QDS for the purposes of the Income Tax Act, to which the following treatment applies:

- (i) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Notes is derived by any person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using funds from that person’s operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the “Qualifying Income”) from the Relevant Notes derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person’s operation through a permanent establishment in Singapore, are exempt from Singapore tax;
- (ii) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes derived by any company or body of persons (as defined in the Income Tax Act) in Singapore is subject to tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (iii) subject to:
 - (aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the Income Tax Act; and
 - (bb) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

TAXATION

payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and
- (B) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent. or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes held by:
 - (i) any related party of the Issuer; or
 - (ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person (A), means any person (a) who directly or indirectly controls A; (b) who is being controlled directly or indirectly by A; or (c) who, together with A, is directly or indirectly under the control of a common person.

Pursuant to the Income Tax Act, the reference to the term “**Specified Licensed Entity**” above means:

- (a) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;
- (b) a finance company licensed under the Finance Companies Act 1967 of Singapore; or
- (c) a person who holds a capital markets services licence under the SFA to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products.

The terms “**early redemption fee**” and “**redemption premium**” are defined in the Income Tax Act as follows:

“early redemption fee”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities; and

“redemption premium”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities.

References to “early redemption fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, early redemption fee or redemption premium is derived from the Relevant Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the Income

Tax Act (as mentioned above) shall not apply if such person acquires such Relevant Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

2. Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standard ("**FRS**") 109 or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be), may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes".

3. Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes

Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The Inland Revenue Authority of Singapore has also issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Notes who may be subject to the tax treatment under Section 34AA of the Income Tax Act should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

4. Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). If additional Notes (as described under “**Terms and Conditions – Further Issues**”) that are not distinguishable from such previously issued grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, none of the Issuer, the Arranger, the Dealers or any other persons involved in the Programme will be required to pay additional amounts as a result of the withholding.

GENERAL INFORMATION

1. Issued Debentures

- (a) Save as disclosed below, no debentures of HDB have been issued, or agreed or proposed to be issued, as fully or partly paid in cash or otherwise than in cash during the last two years preceding the date of this Information Memorandum:

Date of Issue	Description of Debentures	Issue Price	Consideration
24 November 2023	S\$740,000,000 3.104 per cent. Green Notes due 2028 (the “ Series 107 Notes ”)	100 per cent.	S\$740,000,000
23 January 2024	S\$800,000,000 2.977 per cent. Green Notes due 2029 (the “ Series 108 Notes ”)	100 per cent.	S\$800,000,000
12 March 2024	S\$700,000,000 3.151 per cent. Notes due 2031 (the “ Series 109 Notes ”)	100 per cent.	S\$700,000,000
30 April 2024	S\$800,000,000 3.409 per cent. Green Notes due 2027 (the “ Series 110 Notes ”)	100 per cent.	S\$800,000,000
21 May 2024	S\$900,000,000 3.460 per cent. Notes due 2031 (the “ Series 111 Notes ”)	100 per cent.	S\$900,000,000
23 July 2024	S\$965,000,000 3.244 per cent. Green Notes due 2026 (the “ Series 112 Notes ”)	100 per cent.	S\$965,000,000
9 October 2024	S\$500,000,000 2.699 per cent. Notes due 2034 (the “ Series 113 Notes ”)	100 per cent.	S\$500,000,000
30 October 2024	S\$900,000,000 2.757 per cent. Green Notes due 2028 (the “ Series 114 Notes ”)	100 per cent.	S\$900,000,000

GENERAL INFORMATION

Date of Issue	Description of Debentures	Issue Price	Consideration
26 November 2024	S\$900,000,000 3.092 per cent. Notes due 2031 (the “ Series 115 Notes ”)	100 per cent.	S\$900,000,000
21 January 2025	S\$950,000,000 3.120 per cent. Green Notes due 2030 (the “ Series 116 Notes ”)	100 per cent.	S\$950,000,000
25 February 2025	S\$700,000,000 2.884 per cent. Notes due 2032 (the “ Series 117 Notes ”)	100 per cent.	S\$700,000,000

- (b) As at the date of this Information Memorandum, no person has been, or is entitled to be, given any option to subscribe for any debentures of HDB.

2. The Board and Management

The Board and management are entrusted with the responsibility for the overall management of HDB.

Members of the Board

The name and occupation of each of the Members are as follows:

Name	Occupation
Mr Benny Lim Siang Hoe Chairperson	Chairperson Housing & Development Board
Mr Tan Meng Dui Member / CEO	Chief Executive Officer Housing & Development Board
Ar. Rita Soh Siow Lan Member	Managing Director RDC Architects Pte Ltd
Mr Tan Wah Yeow Member	Non-Resident Ambassador to the Kingdom of Norway
Ms Chia Yong Yong Member	Consultant Foo Kwok LLC
Mr Ong Tze-Ch'in Member	Chief Executive PUB, Singapore's National Water Agency
Ms Pearlyn Phau Yee Meng Member	Group Chief Executive Singapore Life Holdings Pte. Ltd.

GENERAL INFORMATION

Mr Wendell Wong Hin Pkin Member	Managing Director, Dispute Resolution; Co-Head, Investigations; Co-Head, Criminal Law Practice Drew & Napier LLC
Dr Wong Sweet Fun Member	Senior Consultant, Geriatric Medicine; Deputy Chairman, Medical Board (Community Care & Population Health), Khoo Teck Puat Hospital & Yishun Health
Mr Zakir Hussain Member	Associate Editor The Straits Times, SPH Media Trust
Mr Chua Eu Jin Member	Managing Director, Institutional Relations; Managing Director, Singapore Market, Temasek International Pte Ltd
Ms Ho Hern Shin Member	Deputy Managing Director, Financial Supervision, Monetary Authority Singapore
Mr Jason Leow Juan Thong Member	Advisor, CapitaLand Group Pte Ltd; Former CEO, CapitaLand Development
COL John Nehemiah Samuel Member	Commander, Joint Intelligence Command, Digital and Intelligence Service, Singapore Armed Forces
Mr Melvin Yong Yik Chye Member	Assistant Secretary-General, National Trades Union Congress

Key Management Team

The name and appointment of each member of the key management team are as follows:

Name	Appointment
Tan Meng Dui	Chief Executive Officer
Mike Chan Hein Wah	Senior Advisor
Er Dr Johnny Wong Liang Heng	Deputy Chief Executive Officer (Building) / Chief Science & Technology Officer
Thomas Seow	Deputy Chief Executive Officer (Estate)
Randy Lim Chi Beng	Assistant Chief Executive Officer (Corporate) / Chief Data Officer / Chief Risk Officer
Dr Chong Fook Loong	Group Director (Urban Planning) / Chief Town Planner
Hu Kar Keong	Group Director (Procurement & Contracts) / Chief Contracts Manager
Choo Chin Hua	Group Director (Design Development)
Gan Kim Hong	Group Director (Building Quality) / Chief Project Manager
Leow Beng Kiat	Group Director (Building & Infrastructure)
Tan Sze Tiong	Group Director (Building & Research Institute) / Chief Sustainability Officer
Tan Chew Ling	Group Director (Estate Administration & Property)
Daniel Chan Kian Sen	Group Director (Housing Management)
Lau Chay Yean	Group Director (Community Relations)
Heng-Ng Mien Joo	Group Director (Properties & Land)

GENERAL INFORMATION

Chang Siew Peng	Group Director (Corporate Development) / Board Secretary
Joyce Ng Swee Lin	Group Director (Strategic Communications & Engagement)
Ng Sook Yin	Group Director (Finance) / Chief Financial Officer
Lim Boon Kiat	Group Director (Information Services) / Chief Information Officer
Lim Gaik Hua	Group Director (Legal)
Wong Peck Woon	Group Director (Internal Audit)
Kee Lay Cheng	Group Director (Strategic Planning & Research)

3. Material Adverse Change

There has been no material adverse change in the financial condition or business of the Issuer since 31 March 2024.

4. Litigation

There are no legal or arbitration proceedings pending or, to the best of the Issuer's knowledge after making all reasonable enquiries, threatened against the Issuer the outcome of which may have or have had during the 12 months prior to the date of this Information Memorandum a material adverse effect on the financial position of the Issuer.

5. Consents

The Arranger and the Dealer, the Fiscal Agent, the Paying Agent and the Agent Bank, the Legal Adviser to the Programme, and the Auditors for the financial year ended 31 March 2024 have given and have not withdrawn their respective written consents to the issue of this Information Memorandum with the inclusion herein of their names and all references thereto, in the form and context in which they respectively appear in this Information Memorandum and, where applicable, reports in the form and context in which they appear in this Information Memorandum.

6. General

- (a) As disclosed under "Use of Proceeds" of this Information Memorandum, HDB proposes to utilise the proceeds of the Notes to be issued under the Programme to finance the development programmes of HDB and its working capital requirements, to refinance the existing borrowings and/or such other purposes as may be specified in the relevant Pricing Supplement.

Save as disclosed above, no property has been, or is proposed to be, purchased or acquired by HDB which is to be paid for wholly or partly out of the proceeds of the Notes issued or to be issued under the Programme or the purchase or acquisition of which has not been completed at the date of issue of this Information Memorandum other than property the contract for the purchase or acquisition whereof was entered into in the ordinary course of HDB's business, the contract not being made in contemplation of the issuance of such Notes nor the issuance of such Notes made in consequence of the contract.

- (b) HDB undertakes that it will appoint a Singapore paying agent in compliance with Rule 305 of the Listing Manual and announce all material information with regard to the

GENERAL INFORMATION

delivery of the Notes in definitive form (including details of the Singapore paying agent) in the event that any of the Global Notes is exchanged for definitive Notes, for so long as the Notes are listed on the SGX-ST.

7. Documents Available for Inspection

Copies of the following documents are available for inspection at the registered office of HDB at HDB Hub, 480 Lorong 6 Toa Payoh, Singapore 310480 during normal business hours for a period of six months from the date of this Information Memorandum:

- (a) the audited consolidated financial statements of HDB and its subsidiaries for the last two financial years ended 31 March 2023 and 31 March 2024; and
- (b) the letters of consent referred to in paragraph 5 above.

APPENDIX

The information in this Appendix has been reproduced from the audited consolidated financial statements of HDB and its subsidiaries for the financial year ended 31 March 2024 and has not been specifically prepared for inclusion in this Information Memorandum.

No. 4/2024

**SUPPLEMENT
TO THE
REPUBLIC OF SINGAPORE
GOVERNMENT GAZETTE
FRIDAY, 2 AUGUST 2024**

**REPORT ON THE AUDIT OF
THE FINANCIAL STATEMENTS OF
THE HOUSING AND DEVELOPMENT BOARD
FOR THE YEAR ENDED 31ST MARCH 2024**

First published in the *Government Gazette*, Electronic Edition, on 31 July 2024 at 5 pm.

HOUSING AND DEVELOPMENT BOARD**STATEMENT BY THE BOARD OF THE
HOUSING AND DEVELOPMENT BOARD**

In our opinion,

- (a) the accompanying financial statements of the Housing and Development Board (“HDB”) and its subsidiaries (“Group”) set out on pages 9 to 66 are properly drawn up in accordance with the provisions of the Housing and Development Act 1959 (“H&D Act”), the Public Sector (Governance) Act 2018 (“PSG Act”), and Singapore Statutory Board Financial Reporting Standards (“SB-FRS”) so as to present fairly, in all material respects, the state of affairs of the Group and the HDB as at 31 March 2024, and of the results, changes in capital and reserves of the Group and the HDB and cash flows of the Group for the financial year ended on that date;
- (b) proper accounting and other records have been kept, including records of all assets of the HDB whether purchased, donated or otherwise; and
- (c) the receipts, expenditure, investment of moneys and the acquisition and disposal of assets by the HDB during the year have been, in all material respects, in accordance with the provisions of the H&D Act, the PSG Act, the Constitution of the Republic of Singapore, and the requirements of any other written law applicable to moneys of or managed by the HDB.

On behalf of the Board



BENNY LIM SIANG HOE
Chairperson



TAN MENG DUI
Chief Executive Officer

Singapore
30 May 2024

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE HOUSING AND DEVELOPMENT BOARD

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Housing and Development Board (“HDB”) and its subsidiaries (collectively, the “Group”), which comprise the balance sheets of the Group and the HDB as at 31 March 2024, the income and expenditure statements, statements of comprehensive income, statements of changes in capital and reserves of the Group and the HDB and the statement of cash flows of the Group for the year then ended, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements of the Group and the balance sheet, income and expenditure statement, statement of comprehensive income and statement of changes in capital and reserves are properly drawn up in accordance with the provisions of the Housing and Development Act 1959 (“H&D Act”), the Public Sector (Governance) Act 2018 (“PSG Act”), and Singapore Statutory Board Financial Reporting Standards (“SB-FRS”), so as to present fairly, in all material respects, the state of affairs of the Group and the HDB as at 31 March 2024 and the results and changes in capital and reserves of the Group and the HDB and cash flows of the Group for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with Singapore Standards on Auditing (“SSAs”). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority (“ACRA”) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (“ACRA Code”) together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements for the financial year ended 31 March 2024. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have fulfilled our responsibilities described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis of our audit opinion on the accompanying financial statements.

Allowance for impairment losses for loans receivable

As at 31 March 2024, the Group's loans receivable balance amounted to \$41,392 million and it represented 43.0% of the total assets of the Group. Allowance for impairment losses for loans receivable amounted to \$2.1 million. Loans receivable relate to mortgage loans granted to buyers of flats under public housing schemes with the flats held as collateral.

The Group provides a loss allowance for loans in arrears for which the market value of the collateral is lower than the loans receivable balance. Under SB-FRS 109, management uses the expected credit loss (ECL) model to determine the loss allowance amount, taking into account key assumptions such as the estimated overdue loans and the estimated market value of the collateral. The probability of default of these loans is determined by considering historical default rates and forward-looking macroeconomic factors, particularly in light of the uncertain market and economic conditions. The market values are estimated using recent and expected resale prices of similar flat types in the vicinity. As the loans receivable balance is material and significant judgement is required to determine the adequacy of the allowance for impairment losses for loans receivable, we have identified this as a key audit matter.

We obtained an understanding of the Group's credit policy and estimation of the ECL process. We also evaluated and tested controls over the loans initiation and repayment processes. For the allowance of impairment losses on loans receivable, we have assessed the reasonableness of key assumptions and inputs of the ECL model, including performing sensitivity analyses and reviewing management's assessment of the impact of market and economic conditions in the measurement of ECL. With respect to the market value of the collateral, we checked the reasonableness of management's estimate to external sources. We further assessed the adequacy of the related disclosures in Note 8 to the financial statements.

Key Audit Matters (continued)

Provision for loss on properties under development

As at 31 March 2024, the Group's provision for loss balance relating to properties under development amounted to \$13,401 million. Properties under development are stated at the lower of cost and their net realisable value. Provision for loss is determined as the excess of total estimated costs of a flat over the estimated net selling price of the flat.

The determination of the provision for loss on properties under development is significant to our audit due to its magnitude and significant management judgement involved in estimating the total development costs of the project and the estimated net selling price of a flat. In addition, there is heightened level of estimation uncertainty due to changes in market and economic conditions. As such, this is considered to be a key audit matter.

We reviewed the estimated net selling price determined by management by comparing to published sale price net of applicable grants. For total estimated costs of the development project, we tested key controls over the project monitoring process and tendering of contracts related to the development project and verified material variation orders to approved vendor contracts. We further obtained an understanding of management's process in determining the total estimated costs and status of the development project from project managers, and evaluated how the impact of market and economic conditions have been considered in the estimated cost to complete. We also assessed the robustness of management's estimation process by comparing actual costs incurred against estimated contract costs determined in prior year for major completed projects. We also assessed the adequacy of the disclosures in Note 14 to the financial statements.

Other Information

Management is responsible for the other information. The other information comprises the Statement by the Board of the Housing and Development Board, but does not include the financial statements and our auditor's report thereon, which we obtained prior to the date of this auditor's report, and the other sections of the annual report ("the Other Sections"), which are expected to be made available to us after that date.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the provisions of the H&D Act, the PSG Act, and SB-FRS, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

A statutory board is constituted based on its Act and its dissolution requires Parliament's approval. In preparing the financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless there is intention to wind up the Group or for the Group to cease operations.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

Opinion

In our opinion:

- (a) the receipts, expenditure, investment of moneys and the acquisition and disposal of assets by the HDB during the year are, in all material respects, in accordance with the provisions of the H&D Act, the PSG Act, the Constitution of the Republic of Singapore, and the requirements of any other written law applicable to moneys of or managed by the HDB.
- (b) proper accounting and other records have been kept, including records of all assets of the HDB whether purchased, donated or otherwise.

Basis for Opinion

We conducted our audit in accordance with SSAs. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Compliance Audit* section of our report. We are independent of the Group in accordance with the ACRA Code together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that our audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on management's compliance.

Responsibilities of Management for Compliance with Legal and Regulatory Requirements

Management is responsible for ensuring that the receipts, expenditure, investment of moneys and the acquisition and disposal of assets, are in accordance with the provisions of the H&D Act, the PSG Act, the Constitution of the Republic of Singapore, and the requirements of any other written law applicable to moneys of or managed by the HDB. This responsibility includes monitoring related compliance requirements relevant to the HDB, and implementing internal controls as management determines are necessary to enable compliance with the requirements.

Auditor's Responsibility for the Compliance Audit

Our responsibility is to express an opinion on management's compliance based on our audit of the financial statements. We planned and performed the compliance audit to obtain reasonable assurance about whether the receipts, expenditure, investment of moneys and the acquisition and disposal of assets, are in accordance with the provisions of the H&D Act, the PSG Act, the Constitution of the Republic of Singapore, and the requirements of any other written law applicable to moneys of or managed by the HDB.

Auditor's Responsibility for the Compliance Audit (continued)

Our compliance audit includes obtaining an understanding of the internal control relevant to the receipts, expenditure, investment of moneys and the acquisition and disposal of assets; and assessing the risks of material misstatement of the financial statements from non-compliance, if any, but not for the purpose of expressing an opinion on the effectiveness of the HDB's internal control. Because of the inherent limitations in any accounting and internal control system, non-compliances may nevertheless occur and not be detected.

The engagement partner on the audit resulting in this independent auditor's report is Eleanor Lee.

A handwritten signature in black ink, appearing to read "Ernst & Young", written in a cursive, flowing style.

Ernst & Young LLP
Public Accountants and
Chartered Accountants
Singapore
30 May 2024

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

BALANCE SHEETS AS AT 31 MARCH 2024

	<i>Notes</i>	<i>Group</i>		<i>HDB</i>	
		<i>31 March</i>	<i>31 March</i>	<i>31 March</i>	<i>31 March</i>
		<i>2024</i>	<i>2023</i>	<i>2024</i>	<i>2023</i>
		\$'000	\$'000	\$'000	\$'000
CAPITAL AND RESERVES					
Share capital	5	1	1	1	1
Capital account	5	2,468,093	2,468,093	2,463,593	2,463,593
Capital gains reserve	5	7,558,096	7,526,711	7,558,096	7,526,711
Asset revaluation reserve	5	5,173,126	5,203,014	5,173,126	5,203,014
Fair value reserve		3,634	3,585	0	0
Retained earnings		128,552	126,484	0	0
Attributable to equity holder of the HDB		15,331,502	15,327,888	15,194,816	15,193,319
Non-controlling interests		45,829	45,124	0	0
TOTAL EQUITY		15,377,331	15,373,012	15,194,816	15,193,319
ASSETS					
NON-CURRENT ASSETS					
Property, plant and equipment	6	31,004,971	29,483,803	30,995,058	29,471,634
Investment properties	7	788,602	803,328	787,336	802,037
Loans receivable	8	38,688,416	35,766,265	38,688,416	35,766,265
Right-of-use assets	9	20,130	18,930	16,041	7,706
Intangible assets	10	14,642	13,552	14,314	12,963
Investment in subsidiaries	11	0	0	1,500	1,500
Investment securities	12	16,124	16,057	0	0
Deferred tax assets	13	349	0	0	0
		70,533,234	66,101,935	70,502,665	66,062,105
CURRENT ASSETS					
Properties under development	14	15,957,456	13,342,177	15,957,456	13,342,177
Properties for sale	15	1,389,503	1,590,181	1,389,503	1,590,181
Inventories of building materials		42,412	42,482	40,647	40,647
Loans receivable within one year	8	2,704,081	2,556,370	2,704,081	2,556,370
Government grant receivable	16	3,460,428	3,274,719	3,460,428	3,274,719
Trade and other receivables	17	1,995,307	1,780,077	1,954,354	1,737,039
Cash and bank balances	18	187,519	196,519	32,623	56,909
		25,736,706	22,782,525	25,539,092	22,598,042
TOTAL ASSETS		96,269,940	88,884,460	96,041,757	88,660,147

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

BALANCE SHEETS AS AT 31 MARCH 2024 (continued)

	<i>Notes</i>	<i>Group</i>		<i>HDB</i>	
		<i>31 March</i>	<i>31 March</i>	<i>31 March</i>	<i>31 March</i>
		<i>2024</i>	<i>2023</i>	<i>2024</i>	<i>2023</i>
		\$'000	\$'000	\$'000	\$'000
LIABILITIES					
CURRENT LIABILITIES					
Loans payable within one year	19	9,180,791	5,132,501	9,180,791	5,132,501
Trade and other payables	20	4,577,246	3,849,239	4,542,129	3,821,422
Lease liabilities due within one year	9	8,467	8,959	5,320	3,824
Amount due to subsidiary		0	0	17	370
Provision for income tax		4,804	2,680	0	0
		<u>13,771,308</u>	<u>8,993,379</u>	<u>13,728,257</u>	<u>8,958,117</u>
NET CURRENT ASSETS		<u>11,965,398</u>	<u>13,789,146</u>	<u>11,810,835</u>	<u>13,639,925</u>
NON-CURRENT LIABILITIES					
Loans payable	19	62,868,669	60,794,569	62,868,669	60,794,569
Lease liabilities	9	13,408	11,879	10,791	4,066
Deferred income	21	4,239,224	3,710,076	4,239,224	3,710,076
Deferred tax liabilities	13	0	1,545	0	0
		<u>67,121,301</u>	<u>64,518,069</u>	<u>67,118,684</u>	<u>64,508,711</u>
TOTAL LIABILITIES		<u>80,892,609</u>	<u>73,511,448</u>	<u>80,846,941</u>	<u>73,466,828</u>
NET ASSETS		<u>15,377,331</u>	<u>15,373,012</u>	<u>15,194,816</u>	<u>15,193,319</u>

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.



BENNY LIM SIANG HOE
Chairperson



NG SOOK YIN
Group Director (Finance)

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Notes</i>	<i>Group</i>						<i>HDB</i>					
		<i>2023/2024</i>			<i>2022/2023</i>			<i>2023/2024</i>			<i>2022/2023</i>		
		<i>Other</i>			<i>Other</i>			<i>Other</i>			<i>Other</i>		
		<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>
		\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Sale proceeds	28	5,806,082	0	5,806,082	6,183,923	1,040	6,184,963	5,806,082	0	5,806,082	6,183,923	1,040	6,184,963
Cost of sales before net increase in provision for foreseeable loss	24	(7,173,432)	0	(7,173,432)	(7,381,775)	(509)	(7,382,284)	(7,173,432)	0	(7,173,432)	(7,381,775)	(509)	(7,382,284)
Gross (loss)/profit on sales	28	(1,367,350)	0	(1,367,350)	(1,197,852)	531	(1,197,321)	(1,367,350)	0	(1,367,350)	(1,197,852)	531	(1,197,321)
Net increase in provision for foreseeable loss	24	(3,737,564)	0	(3,737,564)	(2,711,844)	0	(2,711,844)	(3,737,564)	0	(3,737,564)	(2,711,844)	0	(2,711,844)
Gross (loss)/profit after net increase in provision for foreseeable loss		(5,104,914)	0	(5,104,914)	(3,909,696)	531	(3,909,165)	(5,104,914)	0	(5,104,914)	(3,909,696)	531	(3,909,165)
Income	22	2,260,248	1,049,770	3,310,018	2,141,970	1,014,369	3,156,339	2,260,248	878,737	3,138,985	2,141,970	849,988	2,991,958
Finance expenses	23	(1,278,677)	(64,933)	(1,343,610)	(1,168,074)	(59,577)	(1,227,651)	(1,278,677)	(64,598)	(1,343,275)	(1,168,082)	(59,136)	(1,227,218)
Operating expenses	24, 25	(2,094,906)	(532,012)	(2,626,918)	(2,176,592)	(521,849)	(2,698,441)	(2,103,383)	(362,905)	(2,466,288)	(2,189,314)	(360,530)	(2,549,844)
Other expenses	24	(999,049)	0	(999,049)	(685,645)	0	(685,645)	(999,049)	0	(999,049)	(685,645)	0	(685,645)

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Notes</i>	<i>Group</i>						<i>HDB</i>					
		<i>2023/2024</i>			<i>2022/2023</i>			<i>2023/2024</i>			<i>2022/2023</i>		
		<i>Other</i>			<i>Other</i>			<i>Other</i>			<i>Other</i>		
		<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>
		\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
NET (DEFICIT)/ SURPLUS BEFORE GOVERNMENT GRANT AND TAXATION	28	(7,217,298)	452,825	(6,764,473)	(5,798,037)	433,474	(5,364,563)	(7,225,775)	451,234	(6,774,541)	(5,810,767)	430,853	(5,379,914)
Government grant	16			6,789,865			5,388,808			6,789,865			5,388,808
NET SURPLUS BEFORE TAXATION AND TRANSFER TO RESERVES				25,392			24,245			15,324			8,894
Income tax expense	13			(4,369)			(2,458)			0			0
NET SURPLUS FOR THE YEAR BEFORE TRANSFER TO RESERVES				21,023			21,787			15,324			8,894

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Notes</i>	<i>Group</i>						<i>HDB</i>					
		<i>2023/2024</i>			<i>2022/2023</i>			<i>2023/2024</i>			<i>2022/2023</i>		
		<i>Other</i>			<i>Other</i>			<i>Other</i>			<i>Other</i>		
		<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>	<i>Housing</i>	<i>Activities</i>	<i>Total</i>
		\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
NET SURPLUS ATTRIBUTABLE TO:													
Equity holder of the HDB				17,392			16,750			15,324			8,894
Non-controlling interests				3,631			5,037			0			0
				<u>21,023</u>			<u>21,787</u>			<u>15,324</u>			<u>8,894</u>
AMOUNT ATTRIBUTABLE TO EQUITY HOLDER OF THE HDB:													
NET SURPLUS FOR THE YEAR BEFORE TRANSFER TO RESERVES				17,392			16,750			15,324			8,894
RETAINED EARNINGS AT THE BEGINNING OF THE YEAR				126,484			118,628			0			0
Release of asset revaluation reserve	5d			29,888			34,103			29,888			34,103
Transfer to capital gains reserve	5c			(45,212)			(42,997)			(45,212)			(42,997)
RETAINED EARNINGS AT THE END OF THE YEAR				<u>128,552</u>			<u>126,484</u>			<u>0</u>			<u>0</u>

Additional information of segments under “Housing” and “Other Activities” is provided in Note 28.

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF COMPREHENSIVE INCOME FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Group</i>		<i>HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000	\$'000	\$'000
NET SURPLUS FOR THE YEAR BEFORE TRANSFER TO RESERVES	21,023	21,787	15,324	8,894
OTHER COMPREHENSIVE INCOME				
<i>Items that will not be reclassified subsequently to the income and expenditure statements:</i>				
Net fair value gains/(losses) on equity instruments at FVOCI	67	(700)	0	0
Other comprehensive income/(expense) for the year, net of tax	67	(700)	0	0
TOTAL COMPREHENSIVE INCOME FOR THE YEAR	21,090	21,087	15,324	8,894
ATTRIBUTABLE TO:				
Equity holder of the HDB	17,441	16,224	15,324	8,894
Non-controlling interests	3,649	4,863	0	0
	21,090	21,087	15,324	8,894

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF CHANGES IN CAPITAL AND RESERVES FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Share Capital</i>	<i>Capital Account</i>	<i>Capital Gains Reserve</i>	<i>Asset Revaluation Reserve</i>	<i>Fair Value Reserve</i>	<i>Retained Earnings</i>	<i>Attributable to Equity Holder of the HDB</i>	<i>Non- Controlling Interests</i>	<i>Total Capital and Reserves</i>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Group									
<i>Balance as at 1 April 2022</i>	1	2,468,093	7,503,286	5,237,117	4,111	118,628	15,331,236	42,384	15,373,620
Net surplus for the year before transfer to reserves	0	0	0	0	0	16,750	16,750	5,037	21,787
<i>Other comprehensive income</i>									
Net fair value (losses) on equity instruments at FVOCI	0	0	0	0	(526)	0	(526)	(174)	(700)
<i>Other comprehensive (expense) for the year, net of tax</i>	0	0	0	0	(526)	0	(526)	(174)	(700)
<i>Total comprehensive income/(expense) for the year</i>	0	0	0	0	(526)	16,750	16,224	4,863	21,087
Transfer from retained earnings to capital gains reserve (Note 5c)	0	0	42,997	0	0	(42,997)	0	0	0
Release of asset revaluation reserve on disposal of assets (Note 5d)	0	0	0	(34,103)	0	34,103	0	0	0
Return of reserves to the Government (Note 5c)	0	0	(19,572)	0	0	0	(19,572)	0	(19,572)
Non-controlling interests' share of dividend from subsidiary	0	0	0	0	0	0	0	(2,123)	(2,123)
BALANCE AS AT 31 MARCH 2023	1	2,468,093	7,526,711	5,203,014	3,585	126,484	15,327,888	45,124	15,373,012

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF CHANGES IN CAPITAL AND RESERVES *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Share Capital</i>	<i>Capital Account</i>	<i>Capital Gains Reserve</i>	<i>Asset Revaluation Reserve</i>	<i>Fair Value Reserve</i>	<i>Retained Earnings</i>	<i>Attributable to Equity Holder of the HDB</i>	<i>Non- Controlling Interests</i>	<i>Total Capital and Reserves</i>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<i>Group</i>									
<i>Balance as at 1 April 2023</i>	1	2,468,093	7,526,711	5,203,014	3,585	126,484	15,327,888	45,124	15,373,012
Net surplus for the year before transfer to reserves	0	0	0	0	0	17,392	17,392	3,631	21,023
<i>Other comprehensive income</i>									
Net fair value gains on equity instruments at FVOCI	0	0	0	0	49	0	49	18	67
<i>Other comprehensive income for the year, net of tax</i>	0	0	0	0	49	0	49	18	67
<i>Total comprehensive income for the year</i>	0	0	0	0	49	17,392	17,441	3,649	21,090
Transfer from retained earnings to capital gains reserve (Note 5c)	0	0	45,212	0	0	(45,212)	0	0	0
Release of asset revaluation reserve on disposal of assets (Note 5d)	0	0	0	(29,888)	0	29,888	0	0	0
Return of reserves to the Government (Note 5c)	0	0	(13,827)	0	0	0	(13,827)	0	(13,827)
Non-controlling interests' share of dividend from subsidiary	0	0	0	0	0	0	0	(2,944)	(2,944)
BALANCE AS AT 31 MARCH 2024	1	2,468,093	7,558,096	5,173,126	3,634	128,552	15,331,502	45,829	15,377,331

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF CHANGES IN CAPITAL AND RESERVES *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<u>Share Capital</u> \$'000	<u>Capital Account</u> \$'000	<u>Capital Gains Reserve</u> \$'000	<u>Asset Revaluation Reserve</u> \$'000	<u>Retained Earnings</u> \$'000	<u>Total Capital and Reserves</u> \$'000
HDB						
<i>Balance as at 1 April 2022</i>	1	2,463,593	7,503,286	5,237,117	0	15,203,997
Net surplus for the year before transfer to reserves	0	0	0	0	8,894	8,894
<i>Total comprehensive income for the year</i>	0	0	0	0	8,894	8,894
Transfer from retained earnings to capital gains reserve (Note 5c)	0	0	42,997	0	(42,997)	0
Release of asset revaluation reserve on disposal of assets (Note 5d)	0	0	0	(34,103)	34,103	0
Return of reserves to the Government (Note 5c)	0	0	(19,572)	0	0	(19,572)
BALANCE AS AT 31 MARCH 2023	1	2,463,593	7,526,711	5,203,014	0	15,193,319

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF CHANGES IN CAPITAL AND RESERVES *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<u>Share Capital</u> \$'000	<u>Capital Account</u> \$'000	<u>Capital Gains Reserve</u> \$'000	<u>Asset Revaluation Reserve</u> \$'000	<u>Retained Earnings</u> \$'000	<u>Total Capital and Reserves</u> \$'000
HDB						
<i>Balance as at 1 April 2023</i>	1	2,463,593	7,526,711	5,203,014	0	15,193,319
Net surplus for the year before transfer to reserves	0	0	0	0	15,324	15,324
<i>Total comprehensive income for the year</i>	0	0	0	0	15,324	15,324
Transfer from retained earnings to capital gains reserve (Note 5c)	0	0	45,212	0	(45,212)	0
Release of asset revaluation reserve on disposal of assets (Note 5d)	0	0	0	(29,888)	29,888	0
Return of reserves to the Government (Note 5c)	0	0	(13,827)	0	0	(13,827)
BALANCE AS AT 31 MARCH 2024	1	2,463,593	7,558,096	5,173,126	0	15,194,816

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<u>Note</u>	<u>2023/2024</u> \$'000	<u>2022/2023</u> \$'000
OPERATING ACTIVITIES			
Net deficit before government grant and taxation		(6,764,473)	(5,364,563)
Adjustments for:			
Interest income	22	(1,060,820)	(969,159)
Interest expense	23	1,331,345	1,216,587
Depreciation and amortisation	24	567,356	529,415
CPF Housing Grant net off against sale proceeds on sale of the flat	28	318,524	344,002
Provision for foreseeable loss for properties under development/for sale	24	5,121,997	4,021,654
Loss/(gain) on disposal/write-off of assets (net)		2,388	(359)
Reversal of impairment losses on property, plant and equipment and investment properties (net)	24	(581)	(399)
Allowance for impairment losses and amount written off on loans receivable and debtors	24	6,051	6,771
Amortisation of deferred income		(250,092)	(230,426)
Amortisation of transaction cost of bonds	23	12,265	11,064
Gain on derecognition of right-of-use assets	9	(145)	0
Investment income	22	(853)	(764)
Deficit before movement in working capital		(717,038)	(436,177)
Change in working capital:			
Properties under development		(14,289,573)	(9,796,747)
Properties for sale		7,011,517	7,296,102
Inventories of building materials		70	610
Trade and other receivables		(535,486)	(482,823)
Trade and other payables		706,865	22,433
Late payment charges on loans receivable		(8,309)	(8,726)
		(7,114,916)	(2,969,151)
Mortgage loan repayments and interest received		5,761,979	5,904,302
Mortgage loans granted		(7,779,888)	(6,586,801)
Interest paid on mortgage financing loans		(865,967)	(904,047)
Income tax paid		(4,139)	(5,414)
Deferred income received	21	800,229	656,081
Net cash used in operating activities		(9,919,740)	(4,341,207)

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS *(continued)* FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

	<i>Note</i>	<u>2023/2024</u> \$'000	<u>2022/2023</u> \$'000
INVESTING ACTIVITIES			
Proceeds from disposal of property, plant and equipment, and investment properties		1,451	16,167
Purchase of property, plant and equipment, and investment properties		(2,001,179)	(2,148,199)
Acquisition/development costs of intangible assets	10	(6,268)	(3,925)
Interest received		12,857	2,087
Dividends received from other investments	22	853	764
Net cash used in investing activities		<u>(1,992,286)</u>	<u>(2,133,106)</u>
FINANCING ACTIVITIES			
Proceeds from loans payable		27,357,997	56,918,084
Repayment of loans payable		(21,386,672)	(56,850,012)
Interest paid		(659,312)	(646,072)
Government grant received	16	6,604,156	7,131,548
Dividends paid to non-controlling shareholders		(2,944)	(2,123)
Payment of principal portion of lease liabilities	9	(10,352)	(10,546)
Net cash provided by financing activities		<u>11,902,873</u>	<u>6,540,879</u>
Net (decrease)/increase in cash and cash equivalents		<u>(9,153)</u>	<u>66,566</u>
Cash and cash equivalents at the beginning of year		<u>192,715</u>	<u>126,149</u>
CASH AND CASH EQUIVALENTS AT THE END OF YEAR	18	<u><u>183,562</u></u>	<u><u>192,715</u></u>
<u>Reconciliation of liabilities arising from financing activities</u>			
Group			
Total loans payable as at 1 April	19	65,927,070	65,795,081
Increase/(decrease) through financing cash flows:			
Proceeds from loans payable		27,357,997	56,918,084
Repayment of loans payable		(21,386,672)	(56,850,012)
Net increase through financing cash flows		5,971,325	68,072
Increase through non-cash changes:			
Amortisation of transaction cost of bonds	23	12,265	11,064
Net increase in interest payable	19	138,800	52,853
Net increase through non-cash changes		151,065	63,917
Total loans payable as at 31 March	19	<u><u>72,049,460</u></u>	<u><u>65,927,070</u></u>

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

NOTES TO THE FINANCIAL STATEMENTS FOR THE FINANCIAL YEAR ENDED 31 MARCH 2024

1. GENERAL INFORMATION

The Housing and Development Board (“HDB”) is a statutory board incorporated under the Housing and Development Act 1959 (“H&D Act”) under the purview of the Ministry of National Development (“MND”). As a statutory board, the HDB is subject to the directions of the MND and is required to implement policies and comply with instructions from its supervisory Ministry and other Government Ministries and Departments such as the Ministry of Finance (“MOF”). The HDB is also subject to the provisions of the Public Sector (Governance) Act 2018 (“PSG Act”).

The address of the HDB is HDB Hub 480, Lorong 6 Toa Payoh, Singapore 310480.

The principal activities of the HDB consist of the sale and rental of residential flats, the upgrading and redevelopment of older estates, and the provision of mortgage loans to eligible purchasers of flats under the public housing schemes. In addition, the HDB develops and manages ancillary facilities such as commercial properties, car parks, and other amenities in the housing estates.

The principal activities of the subsidiaries are detailed in Note 11 to the financial statements.

2. MATERIAL ACCOUNTING POLICY INFORMATION

2.1 *Basis of preparation*

The consolidated financial statements of the Group have been prepared in accordance with the historical cost basis, except as disclosed in accounting policies below, and are drawn up in accordance with the provisions of the H&D Act, the PSG Act, and Singapore Statutory Board Financial Reporting Standards (“SB-FRS”) including related interpretations (“INT SB-FRS”) and Guidance Notes.

The financial statements are presented in Singapore dollar, which is the HDB’s functional currency, and rounded to the nearest thousand (\$’000), unless otherwise stated.

2.2 *New accounting standards effective 1 April 2023*

The accounting policies adopted are consistent with those previously applied under SB-FRSs except that in the current financial year, the Group has adopted all the SB-FRSs which are effective for annual financial periods beginning on or after 1 April 2023. The adoption of these standards did not have any material effect on the financial performance or position of the Group and the HDB.

2.3 *New or revised accounting standards and interpretations*

Below are the mandatory standards, amendments and interpretation to existing standards that have been published, and are relevant for the Group’s accounting periods beginning on or after 1 April 2024 and which the Group has not early adopted:

- Amendments to SB-FRS 116: Lease Liability in a Sale and Leaseback
- Amendments to SB-FRS 1: Non-current Liabilities with Covenants
- Amendments to SB-FRS 7 and SB-FRS 107: Supplier Finance Arrangements
- Amendments to SB-FRS 21: Lack of Exchangeability
- Amendments to SB-FRS 110 and SB-FRS 28: Sale or Contribution of Assets between an Investor and its Associate or Joint Venture

Management has considered and is of the view that the adoption of the new or revised accounting standards and interpretations will have no material impact on the financial statements in the period of their initial adoption.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.4 *Basis of consolidation*

The consolidated financial statements comprise the financial statements of the HDB and its subsidiaries as at the end of the reporting period. The financial statements of the subsidiaries used in the preparation of the consolidated financial statements are prepared for the same reporting date as the HDB. Consistent accounting policies are applied to like transactions and events in similar circumstances.

All significant intra-group transactions, balances, unrealised income and expenses on transactions between group entities are eliminated on consolidation.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group, and continues to be consolidated until the date that such control ceases.

Losses within a subsidiary are attributed to the non-controlling interests even if that results in a deficit balance.

2.5 *Transactions with non-controlling interests*

Non-controlling interests are that part of the net results of operations and of net assets of a subsidiary attributable to the interests which are not owned directly or indirectly by the equity holder of the HDB. They are shown separately in the consolidated income and expenditure statement, statement of comprehensive income, statement of changes in capital and reserves, and balance sheet.

2.6 *Subsidiaries*

Subsidiaries are all entities over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

In the HDB's balance sheet, investments in subsidiaries are carried at cost less any impairment in net recoverable value that has been recognised in the income and expenditure statement.

2.7 *Financial instruments*

(a) *Financial assets*

Initial recognition and measurement

Financial assets are recognised when, and only when the Group becomes a party to the contractual provisions of the financial instruments.

Except for trade receivables, at initial recognition the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in the income and expenditure statement.

Trade receivables are measured at the amount of consideration to which the Group expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third party, as the trade receivables do not contain a significant financing component at initial recognition.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.7 *Financial instruments (continued)*

(a) *Financial assets (continued)*

Subsequent measurement

The Group classifies its financial assets into the following measurement categories:

- (i) Amortised cost; and
- (ii) Fair value through other comprehensive income ("FVOCI")

Debt instruments

Subsequent measurement of debt instruments depends on the Group's business model for managing the asset and the contractual cash flow characteristics of the asset. The subsequent measurement of the financial assets depends on their classification.

(i) Amortised cost

Financial assets that are held for the collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Financial assets are measured at amortised cost using the effective interest method, less impairment. Gains and losses are recognised in the income and expenditure statement when the assets are derecognised or impaired, and through amortisation process.

(ii) FVOCI

Financial assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Financial assets measured at FVOCI are subsequently measured at fair value. Any gains or losses from changes in fair value of the financial assets are recognised in other comprehensive income, except for impairment losses, foreign exchange gains and losses and interest calculated using the effective interest method are recognised in the income and expenditure statement. The cumulative gain or loss previously recognised in other comprehensive income is reclassified from equity to the income and expenditure statement as a reclassification adjustment when the financial asset is derecognised.

Equity instruments

The Group subsequently measures all its investments in equity instruments at their fair values. As the Group's investments in equity instruments are not held for trading, the Group has irrevocably elected to present subsequent changes in fair value in other comprehensive income. Dividends from such investments are to be recognised in the income and expenditure statement when the Group's right to receive payments is established.

Derecognition

A financial asset is derecognised where the contractual right to receive cash flows from the asset has expired.

On derecognition of a debt instrument, the difference between the carrying amount and the sum of the consideration received and any cumulative gain or loss that had been recognised in other comprehensive income is recognised in the income and expenditure statement.

On derecognition of an equity instrument, any difference between the carrying amount and the sum of the consideration received would be recognised in other comprehensive income and transferred to retained earnings along with the amount previously recognised in other comprehensive income relating to that asset.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.7 *Financial instruments (continued)*

(b) *Financial liabilities*

Initial recognition and measurement

Financial liabilities are recognised when, and only when the Group becomes a party to the contractual provisions of the financial instruments. The Group determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognised initially at fair value plus in the case of financial liabilities not at fair value through profit or loss, directly attributable transaction costs.

The housing development loans, mortgage financing loans and upgrading financing loans are borrowed from the Singapore Government under the Agreements for Loan Facility.

The mortgage financing loans and upgrading financing loans are obtained to finance the mortgage loans granted to lessees for purchase of flats under public housing schemes and the deferred payment scheme granted to lessees of upgraded flats. The housing development loans, bonds and bank loans are to finance the HDB's development programmes and operational requirements. The MOF will act as a lender of last resort to the HDB for its funding requirements. The MOF has funded the HDB's past deficits. The provision of any loan or funding (including the quantum) are at the absolute discretion of the Minister for Finance and the Government of Singapore, which do not guarantee the direct or indirect payment of any debt obligations of the HDB.

These loans payable are initially recognised at fair value, net of transaction costs, and are subsequently measured at amortised cost using the effective interest method. Any difference between the proceeds (net of significant transaction costs) and the settlement or redemption of borrowings is recognised over the term of the borrowings in accordance with the Group's accounting policy for borrowing costs (Note 2.21).

Subsequent measurement

After initial recognition, financial liabilities not carried at fair value through profit or loss are subsequently measured at amortised cost using the effective interest method. Gains and losses are recognised in the income and expenditure statement when the liabilities are derecognised, and through the amortisation process.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expired. On derecognition, the difference between the carrying amounts and the consideration paid is recognised in the income and expenditure statement.

(c) *Offsetting of financial instruments*

Financial assets and liabilities are offset and the net amount reported in the balance sheet when there is a legally enforceable right to offset and there is an intention to settle on a net basis or realise the asset and settle the liability simultaneously. Further details can be found in Note 4(b) to the financial statements.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.8 *Impairment of financial assets*

The Group recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

ECLs are recognised in two stages. For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (a 12-month ECL). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is recognised for credit losses expected over the remaining life of the exposure, irrespective of timing of the default (a lifetime ECL).

For trade and other receivables, the Group applies a simplified approach in calculating ECLs. Therefore, the Group does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date.

For debt instruments at FVOCI, the Group applies the low credit risk simplification. At every reporting date, the Group evaluates whether the debt instrument is considered to have low credit risk using all reasonable and supportable information that is available without undue cost or effort. In making that evaluation, the Group reassesses the internal credit rating of the debt instrument.

The Group considers a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

2.9 *Leases*

The Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

(a) *Group as a lessor*

Leases in which the Group does not transfer substantially all the risks and rewards incidental to ownership of an asset are classified as operating leases. Rental income arising is accounted for on a straight-line basis over the lease term.

In classifying a sublease, the Group as an intermediate lessor classifies the sublease as a finance or an operating lease with reference to the right-of-use asset arising from the head lease, rather than the underlying asset.

When the sublease is assessed as a finance lease, the Group derecognises the right-of-use asset relating to the head lease that it transfers to the sublessee and recognises the net investment in the sublease as a receivable. Any differences between the right-of-use asset derecognised and the net investment in the sublease is recognised in the income and expenditure statement. The lease liability relating to the head lease is retained in the balance sheet, which represents the lease payments owed to the head lessor. When the sublease is assessed as an operating lease, the Group recognises rental income from the sublease. The right-of-use asset relating to the head lease is not derecognised.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.9 *Leases (continued)*

(b) *Group as a lessee*

The Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Group recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

Right-of-use assets

The Group recognises right-of-use assets at the commencement date of the lease (i.e. the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any re-measurement of lease liabilities. The cost of right-of-use assets is measured at the amount of lease liabilities recognised, and depreciated on a straight-line basis over the lease term. The right-of-use assets are also subject to impairment. The accounting policy for impairment is disclosed in Note 2.12.

Lease liabilities

At the commencement date of the lease, the Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. In calculating the present value of lease payments, the Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is re-measured if there is a modification, a change in the lease term, a change in the lease payments or a change in the assessment of an option to purchase the underlying asset.

Short-term leases and leases of low-value assets

The Group applies the short-term lease recognition exemption to its short-term leases of equipment (i.e. those leases that have a lease term of 12 months or less from the commencement date). It also applies the lease of low-value assets recognition exemption to leases of equipment that are considered to be low value. Lease payments on short-term leases and leases of low-value assets are recognised as expense on a straight-line basis over the lease term.

2.10 *Property, plant and equipment*

All land and buildings owned by the HDB on 1 April 1985 were valued at that date for the purpose of creating asset accounts arising from a change in accounting policy. A second valuation was conducted for commercial and industrial properties on 31 March 1986. Additional information on the valuation of properties is made in Note 5(d). The valuation of these properties was taken as the deemed cost of these properties and subsequently carried at deemed cost less accumulated depreciation and any accumulated impairment losses.

Property, plant and equipment acquired or constructed after 1 April 1985 are initially carried at cost and subsequently carried at cost less accumulated depreciation and any accumulated impairment losses.

When a building comprises major components having different useful lives, they are accounted for as separate items of property, plant and equipment.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.10 *Property, plant and equipment (continued)*

Depreciation is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives as follows:

	<u>Years</u>
<u>Land and Buildings</u>	
Leasehold land	Over the lease period up to 99 years
Buildings	Over the lease period up to 60 years
Leasehold properties	30 years
<u>Others</u>	
Plant and machinery	3 to 10 years
Office equipment	3 to 10 years
Furniture, fittings, and fixtures	5 to 10 years
Motor vehicles	6 years

Fully depreciated assets still in use are retained in the financial statements.

No depreciation is charged on freehold land, leasehold land of 999 years, and artworks.

Assets under development (which are classified as property, plant and equipment) are carried at cost, less any recognised impairment losses. Depreciation of these assets, on the same basis as other assets, commences when the assets are ready for their intended use.

The estimated useful lives, residual values and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Property, plant and equipment costing less than \$5,000 each are charged to the income and expenditure statement in the year of purchase.

The gain or loss arising on disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amounts of the asset and is recognised in the income and expenditure statement.

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the entity and the cost of the item can be measured reliably. All other repair and maintenance expenses are recognised in the income and expenditure statement when incurred.

2.11 *Investment properties*

Investment properties, comprising commercial complexes and land, are held to earn rentals. Investment properties include assets under development that are being constructed or developed for future use as investment properties.

Investment properties are initially recognised at cost and subsequently carried at cost less accumulated depreciation and any impairment losses. When a building comprises major components having different useful lives, each significant component is depreciated separately. Depreciation is determined on a straight-line basis over the estimated useful lives. The useful lives are stated in Note 2.10.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.11 *Investment properties (continued)*

Assets under development are initially recognised at cost and subsequently carried at cost less any impairment losses. Depreciation of these assets, on the same basis as other assets, commences when the assets are ready for their intended use.

The estimated useful lives, residual values and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

The gain or loss arising on disposal or retirement of an item of investment properties is determined as the difference between the sales proceeds and the carrying amounts of the asset and is recognised in the income and expenditure statement.

The cost of major improvements is capitalised and the carrying amounts of the replaced components are recognised in the income and expenditure statement. The cost of maintenance, repairs and minor improvements is recognised in the income and expenditure statement when incurred.

2.12 *Impairment of non-financial assets*

At the end of the reporting period, property, plant and equipment, investment properties, investment in subsidiaries, right-of-use assets, and intangible assets are reviewed for events or changes in circumstances that may indicate that these assets are impaired.

Cash-generating assets are assets held with the primary objective of generating a commercial return. Non-cash-generating assets are assets other than cash-generating assets.

For cash-generating assets, if any such indication exists, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value in use) of the asset is estimated to determine the amount of impairment loss. The recoverable amount is determined in-house using the comparable sales method or the income approach based on contractual or market rents, on an individual asset basis. If the asset generates cash inflows that are largely independent of those from other assets, the recoverable amount is determined for the Cash Generating Unit (CGU) to which the asset belongs.

For non-cash-generating assets, if there is any indication of impairment, the recoverable service amount (i.e. the higher of the fair value less cost to sell and the value in use) of the asset, is estimated to determine the amount of impairment loss.

Whenever the carrying amount of an asset exceeds its recoverable amount, an impairment loss is recognised as operating expenses in the income and expenditure statement unless it reverses a previous revaluation credited to asset revaluation reserve for that asset, in which case the impairment loss is charged to asset revaluation reserve.

An impairment loss for an asset is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of any accumulated amortisation or depreciation) had no impairment loss been recognised for the asset in prior years.

A reversal of impairment loss for an asset is recognised in the income and expenditure statement, unless the asset is carried at revalued amount, in which case, such reversal is treated as a revaluation increase. However, to the extent that an impairment loss on the same revalued asset was previously recognised as an expense, a reversal of that impairment is also recognised in the income and expenditure statement.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.13 *Intangible assets*

Intangible assets acquired or developed by external vendors for the Group, which comprise software licences, are measured on initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortisation and accumulated impairment losses.

Intangible assets with finite lives are amortised over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life are reviewed at least at the end of each reporting period. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortisation period or method, as appropriate, and are treated as changes in accounting estimates. The effects of any revision are recognised in the income and expenditure statement when the changes arise.

An intangible asset is derecognised upon disposal (i.e. at the date the recipient obtains control) or when no future economic benefits are expected from its use or disposal. Any gain or loss arising upon derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income and expenditure statement.

Acquired computer software licences are initially capitalised at cost which includes the purchase prices (net of any discounts and rebates) and other directly attributable costs of preparing the asset for its intended use. Direct expenditures including manpower costs, which enhance or extend the performance of software beyond its specifications and which can be reliably measured, are added to the original cost of the software. Costs associated with maintaining the computer software are expensed off when incurred.

Computer software licences are subsequently carried at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income and expenditure statement using the straight-line method over their estimated useful lives of 3 to 8 years.

The amortisation period and amortisation method are reviewed at least at each balance sheet date. The effects of any revision are recognised in the income and expenditure statement when the changes arise.

2.14 *Properties under development*

Properties under development include properties for sale under development and cost of upgrading sold properties.

The cost of properties under development includes acquisition costs, borrowing costs and other related development expenditure. Finance expenses are capitalised until the completion of development.

Properties under development are stated at the lower of cost and net realisable value. The net realisable value is the estimated selling price in the ordinary course of business.

Development of flats for sale is expected to incur a loss on sale. Provision for foreseeable loss is determined as the difference between estimated development costs and net realisable value, and charged to the income and expenditure statement when this difference can be determined reliably. The net realisable value is the estimated selling price (net of CPF Housing Grant (Note 2.25)) in the ordinary course of business. When the development of flats is completed and the flats are transferred to the properties for sale, the corresponding provision is transferred and released when the flat is sold.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.15 *Properties for sale*

Properties for sale are stated at the lower of cost and net realisable value. Selling price and cost are on specific identification. The net realisable value is the estimated selling price (net of CPF Housing Grant (Note 2.25)) in the ordinary course of business.

Foreseeable loss for flats developed or acquired is provided for the difference between the cost and net realisable value, and charged to the income and expenditure statement. The provision for foreseeable loss is released on sale of the flat.

2.16 *Inventories of building materials*

Inventories of building materials are stated at the lower of cost and net realisable value. Cost is calculated using the weighted average method. Net realisable value represents the estimated selling price in the ordinary course of business.

2.17 *Cash and bank balances*

Cash and bank balances comprise cash at banks and bank deposits. Funds held on behalf of Club HDB and Government are excluded from cash and cash equivalents in the statement of cash flows.

2.18 *Government grant*

The HDB's deficit is fully covered by government grant. In addition, a grant is given to the HDB so that the reserves of past governments are protected in accordance with the Constitution of the Republic of Singapore.

The government grant is recognised as income when conditions are met. The government grant is received in advance, except for the grant to finance the provision for foreseeable loss on properties under development/for sale and impairment allowance of loans receivable. The amount to finance the foreseeable loss provision and impairment allowance is received when the loss is realised. The Government may also provide grants in advance to partially finance the provision for foreseeable loss on properties under development.

The cumulative grants received from the Government since the establishment of the HDB are disclosed in Note 26 to the financial statements.

2.19 *Provisions*

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows.

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognised as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.20 *Revenue recognition*

Revenue is measured based on the consideration to which the Group expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties.

Revenue is recognised when the Group satisfies a performance obligation by transferring a promised good or service to the customer, which is when the customer obtains control of the good or service. A performance obligation may be satisfied at a point in time or over time. The amount of revenue recognised is the amount allocated to the satisfied performance obligation.

(a) *Sale proceeds*

Proceeds (net of CPF Housing Grant (Note 2.25)) from sale of flats, proceeds from sale of other properties and building materials are recognised as income when the customer obtains control of the asset, upon transfer of the ownership of the goods to the customer.

(b) *Interest income*

Interest income is earned mainly from mortgage loans granted to purchasers of flats under public housing schemes and deferred payment scheme granted to lessees of upgraded flats. It is accrued on a time proportion basis, with reference to the principal outstanding and at the effective interest rate applicable.

(c) *Rental and related income*

Rental and related income from operating leases of rental properties are recognised in accordance with the accounting policy in Note 2.9 to the financial statements.

(d) *Car park income*

Season parking fees and short-term parking fees are recognised on a time proportion basis. Car park income is from car parks in the HDB housing estates and in commercial complexes.

(e) *Recoveries*

Recoveries from the lessees and Town Councils for their share of the upgrading cost are recognised as income upon completion of the upgrading works, which is when the performance obligation is satisfied.

(f) *Agency and consultancy fees*

Agency fees from agency projects and consultancy fees are recognised as income over time, based on the progress of work performed.

(g) *Dividend income*

Dividend income is recognised when the shareholder's right to receive payment is established.

2.21 *Finance expenses*

(a) *Housing development loans, bank loans and bonds*

The HDB's development programmes and operational requirements are financed by housing development loans from the Government, bank loans and bonds issued (Note 2.7(b)). Finance expenses, comprising interest incurred on the loans and bonds, are accrued based on the effective interest rates and recognised in the income and expenditure statement, except to the extent that they are capitalised based on an average capitalisation rate during the period of time that is required to complete and prepare the asset for its intended use.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.21 *Finance expenses (continued)*

(b) *Mortgage and upgrading financing loans*

The HDB provides financing schemes to purchasers of flats under public housing schemes and lessees of upgraded flats. The schemes are financed by mortgage and upgrading financing loans from the Government. Interest expenses are charged to the income and expenditure statement in the period in which they are incurred.

2.22 *Employee benefits*

(a) *Defined contribution plans: Singapore Central Provident Fund (CPF) contributions*

Contributions on the Group's employees' salaries are made to the CPF as required by law. The CPF contributions are recognised in the income and expenditure statement in the period when the employees rendered their services entitling them to the contributions. The Group has no further payment obligations once the contributions have been paid.

(b) *Employee leave entitlement*

Employee entitlements to annual leave are recognised when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the end of the reporting period.

2.23 *Contingencies*

A contingent liability is:

- (a) a possible obligation that arises from past events and whose existence will be confirmed only by the occurrence of one or more uncertain future events not wholly within the control of the Group; or
- (b) a present obligation that arises from past events but is not recognised because:
 - (i) it is not probable that an outflow of resources embodying economic benefits will be required to settle the obligation; or
 - (ii) the amount of the obligation cannot be measured with sufficient reliability.

Contingent liabilities are not recognised on the balance sheet of the Group.

2.24 *Income tax*

The HDB is exempt from tax under Section 13(1)(e) of the Income Tax Act 1947.

The Group's income tax expense represents the sum of the current income tax and deferred tax of the subsidiaries of the HDB.

Current income tax is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred income tax arises from an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable income or expenditure at the time of the transaction.

A deferred income tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilised.

2. MATERIAL ACCOUNTING POLICY INFORMATION (*continued*)

2.24 *Income tax (continued)*

Deferred income tax is measured:

- (i) at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date; and
- (ii) based on the tax consequence that will follow from the manner in which the Group expects, at the balance sheet date, to recover or settle the carrying amounts of its assets and liabilities.

Current and deferred tax are recognised as an expense or income in the income and expenditure statement, except when it relates to transactions which are recognised directly in equity.

2.25 *CPF housing grant*

Under the CPF Housing Grant scheme, grants are disbursed to eligible households for purchase of flats in accordance with the approved housing policy.

The CPF Housing Grant and Selective En Bloc Redevelopment Scheme Grant (Note 2.20(a)) are disbursed to eligible households for the purchase of flats from the HDB. These grants are recognised as trade and other receivables on disbursement, and net off from the sale proceeds on sale of the flat.

The CPF Housing Grant is also disbursed to eligible households which purchase flats/executive condominiums from the resale market/private developers, or buyers who subsequently become eligible for the Citizen Top-Up Grant. The grants disbursed are recognised as expenses and reported as other expenses in the income and expenditure statement.

3. CRITICAL ACCOUNTING ESTIMATES, ASSUMPTIONS AND JUDGEMENTS

In the application of the Group's accounting policies, which are described in Note 2, management is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

Management is of the opinion that there are no critical judgements involved that have a significant effect on the amounts recognised in the financial statements apart from those involving estimates, which are dealt with below.

(a) *Estimation for allowance for impairment losses for loans receivable*

In the estimation of impairment losses for loans receivable, the Group considers the average resale price of flats in the same location and of similar flat type, the duration of the loan in arrears, the probability of default and the total outstanding loans receivable, taking into account current market and economic circumstances.

Management is of the opinion that adequate impairment losses, as disclosed in Note 8 to the financial statements, have been made.

The carrying amount of the Group's loans receivable is disclosed in Note 8 to the financial statements.

3. CRITICAL ACCOUNTING ESTIMATES, ASSUMPTIONS AND JUDGEMENTS (*continued*)

(b) *Estimation for impairment losses or reversals of impairment losses for property, plant and equipment, and investment properties*

At the end of each reporting period, management assesses whether there is any indication that property, plant and equipment and investment properties have suffered an impairment loss or require a reversal of previous impairment losses.

In the assessment of the impairment loss, the Group estimates the fair value less cost to sell of the properties or estimated future cash flows, with an appropriate discount rate to calculate the present value of the cash flows.

Management is of the opinion that adequate impairment losses, as disclosed in Notes 6 and 7 to the financial statements, have been made.

The carrying amounts of the Group's property, plant and equipment, and investment properties are disclosed in Notes 6 and 7 to the financial statements respectively.

(c) *Foreseeable losses relating to properties under development*

The estimated selling price (net of CPF Housing Grant (Note 2.25)) of the flat's location, design, and the estimated contract cost of the project are used to determine the foreseeable loss relating to properties under development.

The carrying amount of properties under development is disclosed in Note 14 to the financial statements.

4. FINANCIAL RISKS AND MANAGEMENT

The Group's activities expose it to a variety of risks as follows:

(a) *Categories of financial instruments*

The following table sets out the financial instruments as at the end of the reporting period:

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
<i>Financial assets</i>				
Loans and receivables (including cash and bank balances) ⁽¹⁾	47,023,194	43,555,881	46,830,065	43,382,920
Investment securities	16,124	16,057	0	0
<i>Financial liabilities (at amortised cost)</i>				
Loans payable	72,049,460	65,927,070	72,049,460	65,927,070
Lease liabilities	21,875	20,838	16,111	7,890
Payables (including amount due to subsidiary) ⁽²⁾	2,209,387	1,795,183	2,197,990	1,785,815

⁽¹⁾ Excludes prepayments and deferred costs.

⁽²⁾ Excludes down payment deposits and advances, deferred income, and provisions.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)(b) *Financial instruments subject to enforceable contractual netting arrangements*

Financial assets and liabilities subject to offsetting, enforceable contractual netting arrangements and similar agreements

	<u>Group and HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000
<i>Financial assets</i>		
<u>Trade receivables</u>		
Gross amounts of recognised financial assets	25,586	17,866
<i>Less:</i>		
Gross amounts of recognised liabilities set off in the balance sheets	(25,369)	(17,545)
Net amounts of assets presented in the balance sheets	217	321
<i>Financial liabilities</i>		
<u>Trade payables</u>		
Gross amounts of recognised financial liabilities	676,658	508,778
<i>Less:</i>		
Gross amounts of recognised assets set off in the balance sheets	(25,369)	(17,545)
Net amounts of liabilities presented in the balance sheets	651,289	491,233

(c) *Credit risk*

The Group's loans receivable comprise largely mortgage loans to purchasers of flats under the public housing schemes. Policies on loan quantum and credit assessment are in place for the granting of mortgage loans to flat buyers and the flats are held as collateral. In providing for the expected credit losses, the HDB considers the experience of loans with similar attributes. An allowance for impairment is made in respect of overdue loans receivable from flats buyers where the collateral held is insufficient to discharge the total loans receivable using the expected credit loss model (Note 2.8). The allowance represents the aggregate amount by which management considers it necessary to write down its loans receivable in order to state it in the balance sheet at its estimated recoverable value.

Although the Group's credit exposure is concentrated mainly in Singapore, it has no significant concentration of credit risk with any single loan recipient or group of loan recipients.

The carrying amount of financial assets recorded in the financial statements, grossed up for any allowances for losses, represents the Group's maximum exposure to credit risk without taking into account the value of any collateral obtained.

Further details of credit risks on loans receivable and trade and other receivables are disclosed in Notes 8 and 17 to the financial statements respectively.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)(d) *Market risk*(i) *Interest rate risk*

The Group's exposure to market risk for changes in interest rate relates primarily to the mortgage and upgrading financing loans payable and loans receivable both of which are pegged to the CPF rates. The Group manages its interest rate exposure by largely matching the terms of the mortgage and upgrading financing loans payable with those of the loans receivable. The Group also borrows housing development loans from the Government for its development programmes and operational requirements. The housing development loans are based on a variable interest rate.

In addition to government loans, the Group also accesses the capital market and financial institutions for its funding requirements as and when required. The bank loans are unsecured, borrowed at fixed interest rates and short-term in nature. Information relating to the Group's interest rate exposure is disclosed in the respective notes to the financial statements.

(ii) *Foreign currency exchange risk*

The Group has limited exposure to foreign currency exchange risk as its operations are substantially transacted in Singapore dollars.

All financial assets and liabilities reported on the balance sheets are denominated in Singapore dollars.

(iii) *Equity price risk*

The Group is not exposed to significant equity risks arising from equity investments, which are held for strategic rather than trading purposes. The Group does not actively trade equity investments. Any reasonably possible changes in prices of equity investments are not expected to have a significant impact on the Group's capital and reserves.

Further details of these equity investments can be found in Note 12 to the financial statements.

(e) *Liquidity risk*

The Group monitors and maintains a level of cash and cash equivalents deemed adequate to finance its operations. Funding is also made available through an adequate amount of committed credit facilities. The MOF will act as a lender of last resort to the HDB for its funding requirements. The MOF has funded the HDB's past deficits. The provision of any loan or funding (including the quantum) are at the absolute discretion of the Minister for Finance and the Government of Singapore, which do not guarantee the direct or indirect payment of any debt obligations of the HDB.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)(e) *Liquidity risk (continued)**Financial liabilities*

The following tables detail the remaining contractual maturity for financial liabilities. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the Group and the HDB can be contractually required to pay.

	<i>On demand or within 1 year \$'000</i>	<i>Within 1 to 5 years \$'000</i>	<i>After 5 years \$'000</i>
<u>Group</u>			
<i>31 March 2024</i>			
Loans payable	10,807,674	33,187,606	38,562,642
Lease liabilities	8,692	14,138	0
Payables ⁽¹⁾	2,209,387	0	0
<i>31 March 2023</i>			
Loans payable	6,679,130	31,257,076	37,875,967
Lease liabilities	9,317	10,580	2,193
Payables ⁽¹⁾	1,795,183	0	0
<u>HDB</u>			
<i>31 March 2024</i>			
Loans payable	10,807,674	33,187,606	38,562,642
Lease liabilities	5,385	11,406	0
Payables (including amount due to subsidiary) ⁽¹⁾	2,197,990	0	0
<i>31 March 2023</i>			
Loans payable	6,679,130	31,257,076	37,875,967
Lease liabilities	3,864	4,262	0
Payables (including amount due to subsidiary) ⁽¹⁾	1,785,815	0	0

⁽¹⁾ Excludes down payment deposits and advances, deferred income, and provisions.

(f) *Fair value of financial assets and liabilities*

The carrying amounts of cash and cash equivalents, trade and other current receivables, payables and other current liabilities approximate their respective fair values due to the relatively short-term maturity of these financial instruments. The fair values of loans receivable, loans payable, and investment securities are disclosed in the respective notes to financial statements.

The fair values of financial assets (such as investment securities) that are traded in active liquid markets are determined with reference to quoted market prices at the balance sheet date. The quoted market price used for financial assets held by the Group is the closing market price.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)(f) *Fair value of financial assets and liabilities (continued)**Fair value hierarchy*

The Group classifies fair value measurements using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 — Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Group can access at the measurement date;

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

Level 3 — Inputs for the asset or liability that are not based on observable market data (unobservable inputs)

The following table shows an analysis of each class of assets and liabilities measured at fair value at the end of the reporting period:

	<u>Level 1</u>	<u>Group</u>	<u>Total</u>
	\$'000		\$'000
<i>31 March 2024</i>			
Investment securities	16,124		16,124
<i>31 March 2023</i>			
Investment securities	16,057		16,057

(g) *Capital risk management policies and objectives*

As a statutory board, the HDB's primary mission is to achieve the Government's social objectives. The HDB's development programmes and operational requirements are financed by housing development loans from the Government, bank loans and bonds issued. The MOF will act as a lender of last resort to the HDB for its funding requirements. The MOF has funded the HDB's past deficits. The provision of any loan or funding (including the quantum) are at the absolute discretion of the Minister for Finance and the Government of Singapore, which do not guarantee the direct or indirect payment of any debt obligations of the HDB.

The HDB's deficit is financed by government grant. A grant is also given to the HDB to protect the reserves of past governments in accordance with the Constitution of the Republic of Singapore. The HDB's mission and financing arrangement with the MOF remains unchanged from the last financial year.

5. CAPITAL AND RESERVES

(a) *Share capital*

Under the MOF's Capital Management Framework for Statutory Boards (Finance Circular Minute No. M26/2008), the HDB received \$1,000 equity contribution in 2008/2009 from the Minister for Finance, the body incorporated by the Minister for Finance (Incorporation) Act 1959.

(b) *Capital account*

The capital account represents:

- (i) the effects of identification and valuation of all properties and changes in accounting when the HDB adopted the present conventional accounting system on 1 April 1985; and
- (ii) the premium on the sale of land under the previous accounting system.

5. CAPITAL AND RESERVES (*continued*)

(c) *Capital gains reserve*

Under the Constitution of the Republic of Singapore, reserves of the HDB which were not accumulated during the current term of office of the Government cannot be drawn on without the approval of the President. The capital gains reserve relates to capital gains attributable to past governments on disposal of assets held at the changeover date of the Government.

For properties returned to the Government under Article 22B(9) of the Constitution, an amount equivalent to the net book value of the properties is charged to the capital gains reserve.

(d) *Asset revaluation reserve*

The previous accounting system did not maintain individual asset accounts and the HDB was unable to identify the historical cost of each asset. When the HDB first adopted the present conventional accounting system in 1985, all properties owned by the HDB on 1 April 1985 were valued at that date for the purpose of creating asset accounts arising from a change in accounting policy. The bases of valuation were:

- (i) Land and buildings of residential properties together with ancillary facilities such as car parks, markets and hawker centres were valued at replacement cost less depreciation since the date of completion of construction; and
- (ii) Land and buildings for commercial properties were valued at open market values.

The HDB conducted a second valuation for the commercial properties on 31 March 1986. The valuations were conducted by its in-house valuers. The surplus over the estimated historical cost of the properties which could be reasonably identified is carried forward as the asset revaluation reserve. On 1 April 2005, the asset revaluation reserve in respect of investment properties was reclassified to capital gains reserve.

The balance in the asset revaluation reserve is released directly to retained earnings upon disposal of the other properties.

When properties which were previously carried at revalued amounts are impaired, the impairment loss would be charged to the asset revaluation reserve unless the balance in the asset revaluation reserve is insufficient to cover the loss, in which case the amount by which the loss exceeds the amount in the asset revaluation reserve in respect of the same class of assets is charged to the income and expenditure statement.

6. PROPERTY, PLANT AND EQUIPMENT

<i>Group</i>	<i>Freehold Land</i>	<i>Leasehold Land</i>	<i>Buildings</i>	<i>Leasehold Properties</i>	<i>Assets under Development</i>	<i>Plant and Machinery</i>	<i>Office Equipment, Furniture, Fittings, and Fixtures, and Vehicles</i>	<i>Total</i>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Cost								
At 1 April 2022	163,729	16,735,842	14,721,840	23,888	3,416,674	7,095	61,592	35,130,660
Additions	8,506	442,788	287,981	0	1,398,313	59	4,605	2,142,252
Disposals/write-off	0	(32,880)	(16,399)	0	(3,190)	(3)	(8,530)	(61,002)
Transfer from investment properties	0	5,886	11,036	0	0	0	0	16,922
Transfer (to)/from properties for sale	(1,124)	77,354	99,693	0	0	0	0	175,923
Reclassifications within Note 6	0	406,268	530,216	0	(937,066)	0	582	0
At 31 March 2023	171,111	17,635,258	15,634,367	23,888	3,874,731	7,151	58,249	37,404,755
Accumulated depreciation and impairment losses								
At 1 April 2022	0	3,511,696	3,875,006	11,431	0	6,835	48,409	7,453,377
Depreciation	0	191,524	300,008	795	0	64	5,439	497,830
Disposals/write-off	0	(11,132)	(11,930)	0	0	(3)	(8,446)	(31,511)
Transfer from investment properties	0	1,691	5,748	0	0	0	0	7,439
Transfer to properties for sale	0	(1,844)	(3,940)	0	0	0	0	(5,784)
Reversal of impairment losses	0	(326)	(73)	0	0	0	0	(399)
At 31 March 2023	0	3,691,609	4,164,819	12,226	0	6,896	45,402	7,920,952
Carrying amount								
At 31 March 2023	171,111	13,943,649	11,469,548	11,662	3,874,731	255	12,847	29,483,803

6. PROPERTY, PLANT AND EQUIPMENT (*continued*)

<i>Group</i>	<i>Freehold Land</i>	<i>Leasehold Land</i>	<i>Buildings</i>	<i>Leasehold Properties</i>	<i>Assets under Development</i>	<i>Plant and Machinery</i>	<i>Office Equipment, Furniture, Fittings, and Fixtures, and Vehicles</i>	<i>Total</i>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Cost								
At 1 April 2023	171,111	17,635,258	15,634,367	23,888	3,874,731	7,151	58,249	37,404,755
Additions	8,152	631,346	397,949	0	959,882	0	3,850	2,001,179
Disposals/write-off	(355)	(21,695)	(12,535)	0	0	(1,022)	(4,357)	(39,964)
Transfer (to)/from investment properties	0	(1,433)	(6,140)	0	1,135	0	0	(6,438)
Transfer (to)/from properties for sale	(445)	28,845	35,993	0	0	0	0	64,393
Reclassifications within Note 6	0	423,132	619,141	0	(1,043,345)	1,429	(357)	0
At 31 March 2024	178,463	18,695,453	16,668,775	23,888	3,792,403	7,558	57,385	39,423,925
Accumulated depreciation and impairment losses								
At 1 April 2023	0	3,691,609	4,164,819	12,226	0	6,896	45,402	7,920,952
Depreciation	0	202,923	325,683	795	0	392	5,666	535,459
Disposals/write-off	0	(7,277)	(10,044)	0	0	(1,022)	(3,981)	(22,324)
Transfer to investment properties	0	(700)	(4,053)	0	0	0	0	(4,753)
Transfer to properties for sale	0	(3,208)	(6,591)	0	0	0	0	(9,799)
Reclassifications within Note 6	0	0	0	0	0	258	(258)	0
Reversal of impairment losses	0	(425)	(156)	0	0	0	0	(581)
At 31 March 2024	0	3,882,922	4,469,658	13,021	0	6,524	46,829	8,418,954
Carrying amount								
At 31 March 2024	178,463	14,812,531	12,199,117	10,867	3,792,403	1,034	10,556	31,004,971

6. PROPERTY, PLANT AND EQUIPMENT (*continued*)

	<i>Freehold Land</i>	<i>Leasehold Land</i>	<i>Buildings</i>	<i>Leasehold Properties</i>	<i>Assets under Development</i>	<i>Plant and Machinery</i>	<i>Office Equipment, Furniture, Fittings, and Fixtures, and Vehicles</i>	<i>Total</i>
<i>HDB</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>	<i>\$'000</i>
Cost								
At 1 April 2022	163,729	16,735,842	14,699,716	23,888	3,416,674	6,935	53,948	35,100,732
Additions	8,506	442,788	287,981	0	1,398,313	59	4,438	2,142,085
Disposals/write-off	0	(32,880)	(16,088)	0	(3,190)	(3)	(8,378)	(60,539)
Transfer from investment properties	0	5,886	11,036	0	0	0	0	16,922
Transfer (to)/from properties for sale	(1,124)	77,354	99,693	0	0	0	0	175,923
Reclassifications within Note 6	0	406,268	530,216	0	(937,066)	0	582	0
At 31 March 2023	171,111	17,635,258	15,612,554	23,888	3,874,731	6,991	50,590	37,375,123
Accumulated depreciation and impairment losses								
At 1 April 2022	0	3,511,696	3,863,027	11,431	0	6,675	44,515	7,437,344
Depreciation	0	191,524	298,962	795	0	64	4,630	495,975
Disposals/write-off	0	(11,132)	(11,619)	0	0	(3)	(8,332)	(31,086)
Transfer from investment properties	0	1,691	5,748	0	0	0	0	7,439
Transfer to properties for sale	0	(1,844)	(3,940)	0	0	0	0	(5,784)
Reversal of impairment losses	0	(326)	(73)	0	0	0	0	(399)
At 31 March 2023	0	3,691,609	4,152,105	12,226	0	6,736	40,813	7,903,489
Carrying amount								
At 31 March 2023	171,111	13,943,649	11,460,449	11,662	3,874,731	255	9,777	29,471,634

6. PROPERTY, PLANT AND EQUIPMENT (*continued*)

<i>HDB</i>	<i>Freehold Land</i>	<i>Leasehold Land</i>	<i>Buildings</i>	<i>Leasehold Properties</i>	<i>Assets under Development</i>	<i>Plant and Machinery</i>	<i>Office Equipment, Furniture, Fittings, and Fixtures, and Vehicles</i>	<i>Total</i>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Cost								
At 1 April 2023	171,111	17,635,258	15,612,554	23,888	3,874,731	6,991	50,590	37,375,123
Additions	8,152	631,346	397,949	0	959,882	0	3,793	2,001,122
Disposals/write-off	(355)	(21,695)	(11,004)	0	0	(1,022)	(3,541)	(37,617)
Transfer (to)/from investment properties	0	(1,433)	(6,140)	0	1,135	0	0	(6,438)
Transfer (to)/from properties for sale	(445)	28,845	35,993	0	0	0	0	64,393
Reclassifications within Note 6	0	423,132	619,141	0	(1,043,345)	1,429	(357)	0
At 31 March 2024	178,463	18,695,453	16,648,493	23,888	3,792,403	7,398	50,485	39,396,583
Accumulated depreciation and impairment losses								
At 1 April 2023	0	3,691,609	4,152,105	12,226	0	6,736	40,813	7,903,489
Depreciation	0	202,923	324,751	795	0	392	4,686	533,547
Disposals/write-off	0	(7,277)	(8,541)	0	0	(1,022)	(3,538)	(20,378)
Transfer to investment properties	0	(700)	(4,053)	0	0	0	0	(4,753)
Transfer to properties for sale	0	(3,208)	(6,591)	0	0	0	0	(9,799)
Reclassifications within Note 6	0	0	0	0	0	258	(258)	0
Reversal of impairment losses	0	(425)	(156)	0	0	0	0	(581)
At 31 March 2024	0	3,882,922	4,457,515	13,021	0	6,364	41,703	8,401,525
Carrying amount								
At 31 March 2024	178,463	14,812,531	12,190,978	10,867	3,792,403	1,034	8,782	30,995,058

6. PROPERTY, PLANT AND EQUIPMENT (*continued*)

Land and buildings comprise residential car parks, flats on rental or short-term leases, commercial properties, and markets and hawker centres. Under the agreement with the National Environment Agency (“NEA”) for the management and maintenance of markets and hawker centres belonging to HDB, the NEA shall retain the rental collected, bear the operating expenses and reimburse the HDB for the holding costs of these properties. The reimbursement is recorded in “Recoveries” (Note 22). The net book value of these markets and hawker centres was \$352 million (2022/2023: \$367 million).

The impairment losses and reversal of impairment losses in respect of certain commercial properties were recognised based on the estimated recoverable values, taking into account the recent tenders and market comparables for these properties.

7. INVESTMENT PROPERTIES

	<u>Group</u>	<u>HDB</u>
	\$'000	\$'000
Cost		
At 1 April 2022	1,234,784	1,225,761
Additions	5,947	5,947
Disposals/write-off	(8,506)	(1,340)
Transfer to property, plant and equipment	(16,922)	(16,922)
At 31 March 2023	1,215,303	1,213,446
Accumulated depreciation and impairment losses		
At 1 April 2022	405,512	402,856
Depreciation	16,519	16,471
Disposals/write-off	(2,617)	(479)
Transfer to property, plant and equipment	(7,439)	(7,439)
At 31 March 2023	411,975	411,409
Carrying amount		
At 31 March 2023	803,328	802,037
Fair value		
At 31 March 2023	6,043,183	6,039,183

7. INVESTMENT PROPERTIES (*continued*)

	<u>Group</u>	<u>HDB</u>
	\$'000	\$'000
Cost		
At 1 April 2023	1,215,303	1,213,446
Disposals/write-off	(5,557)	(5,557)
Transfer from property, plant and equipment	6,438	6,438
At 31 March 2024	1,216,184	1,214,327
Accumulated depreciation and impairment losses		
At 1 April 2023	411,975	411,409
Depreciation	16,411	16,386
Disposals/write-off	(5,557)	(5,557)
Transfer from property, plant and equipment	4,753	4,753
At 31 March 2024	427,582	426,991
Carrying amount		
At 31 March 2024	788,602	787,336
Fair value		
At 31 March 2024	5,774,141	5,769,841

The fair value of the investment properties, which are leasehold in nature, is determined based on the comparable sales method or the income approach as stated in Note 2.12 to the financial statements based on the properties' highest and best use.

The fair value of the Group's investment properties, classified as Level 3 fair value, has been derived using the comparable sales method. In arriving at its fair value, the selling price of shops and office in the vicinity are considered. Adjustments have been made to reflect the differences in size, location, condition, tenure, prevailing market conditions including improvements in market rentals and other relevant factors affecting its fair value.

In the absence of available market information on comparable sales, fair value of the Group's investment properties is derived based on the income method. In arriving at its fair value, the contractual or market rents are considered with the application of an appropriate discount rate to obtain the present value of future cash flows.

The property rental income from the Group's investment properties all of which are leased out under operating leases, amounted to \$170 million (2022/2023: \$159 million). Direct operating expenses (including repairs and maintenance) arising from the rental-generating investment properties amounted to \$73 million (2022/2023: \$70 million).

The impairment losses and reversal of impairment losses are recognised to reflect the estimated recoverable amount based on the prevailing market conditions.

8. LOANS RECEIVABLE

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
<i>Loans receivable</i>				
Mortgage loans for flats	41,312,845	38,243,517	41,312,845	38,243,517
Late payment charges for mortgage loans	47,677	39,542	47,677	39,542
	41,360,522	38,283,059	41,360,522	38,283,059
<i>Deferred receivable</i>				
Upgrading costs due from lessees	34,123	41,808	34,123	41,808
	41,394,645	38,324,867	41,394,645	38,324,867
<i>Less:</i>				
Allowance for impairment losses	(2,148)	(2,232)	(2,148)	(2,232)
Balance as at 31 March	41,392,497	38,322,635	41,392,497	38,322,635
Represented by amount receivable:				
Within 1 year	2,704,081	2,556,370	2,704,081	2,556,370
Later than 1 year but not more than 2 years	2,258,493	2,120,188	2,258,493	2,120,188
Later than 2 years but not more than 5 years	6,688,437	6,289,069	6,688,437	6,289,069
Later than 5 years	29,741,486	27,357,008	29,741,486	27,357,008
	41,392,497	38,322,635	41,392,497	38,322,635

The mortgage loans are granted to the buyers of flats under the public housing schemes (Note 19) with the flats held as collateral. The carrying amounts of loans receivable approximate their fair values.

The loans receivable and deferred receivable are denominated in Singapore dollars.

The movement in allowance for impairment losses on loans receivable for the Group is as follows:

	<u>Group and HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000
Balance as at 1 April	2,232	2,467
(Reversal of)/loss allowance	(51)	38
Bad debts written off against allowance	(33)	(273)
Balance as at 31 March	2,148	2,232

For the loans receivable, there is no significant loss allowance provided in relation to the next 12 months.

8. LOANS RECEIVABLE (*continued*)

Interest rates and repayment terms on the loans are:

	<u>Interest rate</u> (per annum)	<u>Repayment term</u>
Mortgage loans granted to lessees for purchase of flats under public housing schemes	2.60% to 3.16% (2022/2023: 2.60% to 3.16%)	Up to 30 years
Upgrading costs due from flat lessees	2.60% to 3.16% (2022/2023: 2.60% to 3.16%)	Up to 25 years

A credit assessment based on objective criteria is carried out for loans granted. The loans are secured by the flats that are sold. The loans are collected through monthly instalment payments from the loan recipients. Instalment payments are due on the 1st day of every month. Late payment charges will be imposed based on the outstanding balance as at the end of each month, in accordance with the Housing and Development (Penalties for Late Payment) Rules and the Housing and Development (Interest and Penalties for Late Payment of Improvement Contributions) Rules.

In determining the recoverability of the loans receivable, the HDB considers any change in credit quality of the loan, the probability of default, the duration of the loan in arrears, and the market value of the collateral as at the reporting date. Accordingly, an allowance of \$2 million (2022/2023: \$2 million) representing 0.01% (2022/2023: 0.01%) of the total loans receivable had been made.

9. RIGHT-OF-USE ASSETS AND LEASE LIABILITIES

The Group leases properties and equipment from non-related parties. Set out below are the carrying amounts of right-of-use assets recognised and the movements during the period:

	<u>Group</u> 31 March 2023				<u>HDB</u> 31 March 2023			
	\$'000				\$'000			
	<u>Buildings</u>	<u>Plant and Machinery</u>	<u>Office Equipment and Vehicle</u>	<u>Total</u>	<u>Buildings</u>	<u>Plant and Machinery</u>	<u>Office Equipment and Vehicle</u>	<u>Total</u>
As at 1 April	17,466	10,798	909	29,173	907	10,798	36	11,741
Additions	1,066	76	0	1,142	1,066	76	0	1,142
Depreciation	(6,841)	(4,179)	(365)	(11,385)	(981)	(4,179)	(17)	(5,177)
As at 31 March	11,691	6,695	544	18,930	992	6,695	19	7,706

	<u>Group</u> 31 March 2024				<u>HDB</u> 31 March 2024			
	\$'000				\$'000			
	<u>Buildings</u>	<u>Plant and Machinery</u>	<u>Office Equipment and Vehicle</u>	<u>Total</u>	<u>Buildings</u>	<u>Plant and Machinery</u>	<u>Office Equipment and Vehicle</u>	<u>Total</u>
As at 1 April	11,691	6,695	544	18,930	992	6,695	19	7,706
Additions	2,253	15,376	289	17,918	1,720	15,376	223	17,319
Depreciation	(5,848)	(4,093)	(393)	(10,334)	(921)	(4,093)	(50)	(5,064)
Derecognition ^(a)	(2,464)	(3,920)	0	(6,384)	0	(3,920)	0	(3,920)
As at 31 March	5,632	14,058	440	20,130	1,791	14,058	192	16,041

9. RIGHT-OF-USE ASSETS AND LEASE LIABILITIES (*continued*)

Set out below are the carrying amounts of lease liabilities and the movements during the period:

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
As at 1 April	20,838	30,242	7,890	11,910
Additions	17,918	1,142	17,319	1,142
Accretion of interest (Note 23)	602	684	268	243
Payments	(10,954)	(11,230)	(5,301)	(5,405)
Derecognition ^(a)	(6,529)	0	(4,065)	0
As at 31 March	<u>21,875</u>	<u>20,838</u>	<u>16,111</u>	<u>7,890</u>
Current	8,467	8,959	5,320	3,824
Non-current	13,408	11,879	10,791	4,066

^(a) The derecognition is due to the remeasurement of lease liabilities.

The Group applies the 'short-term lease' and 'lease of low-value assets' recognition exemptions for leases with lease terms of 12 months or less and leases of equipment with low-value. The expenses for short-term leases and leases of low-value assets are disclosed in Note 24.

10. INTANGIBLE ASSETS

	<u>Group</u>	<u>HDB</u>
	\$'000	\$'000
	<u>Software licences</u>	<u>Software licences</u>
Cost		
At 1 April 2022	14,817	13,198
Additions	3,925	3,905
At 31 March 2023	<u>18,742</u>	<u>17,103</u>
Accumulated amortisation and impairment losses		
At 1 April 2022	1,508	746
Amortisation	3,682	3,394
At 31 March 2023	<u>5,190</u>	<u>4,140</u>
Net carrying amount		
At 31 March 2023	<u>13,552</u>	<u>12,963</u>
Cost		
At 1 April 2023	18,742	17,103
Additions	6,268	6,235
Disposals/write-off	(53)	0
At 31 March 2024	<u>24,957</u>	<u>23,338</u>
Accumulated amortisation and impairment losses		
At 1 April 2023	5,190	4,140
Amortisation	5,152	4,884
Disposals/write-off	(27)	0
At 31 March 2024	<u>10,315</u>	<u>9,024</u>
Net carrying amount		
At 31 March 2024	<u>14,642</u>	<u>14,314</u>

11. INVESTMENT IN SUBSIDIARIES

	<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000
Unquoted equity investment at cost	1,500	1,500

Details of the subsidiaries at the end of the reporting period are as follows:

<u>Name of subsidiaries</u>	<u>Principal activities</u>	<u>Country of incorporation</u>	<u>Percentage of equity held</u>	
			<u>31 March 2024</u>	<u>31 March 2023</u>
			%	%
<i>Direct subsidiary</i>				
E M Services Pte Ltd ^(a)	Property management and engineering services	Singapore	75	75
<i>Indirect subsidiaries</i>				
E M Real Estate Pte Ltd ^(a)	Property management	Singapore	100	100
E M Learning Pte Ltd ^(a)	Corporate training services	Singapore	100	100
E M Engineering Pte Ltd ^(a)	Engineering services	Singapore	100	100

^(a) Audited by KPMG LLP.

12. INVESTMENT SECURITIES

	<u>Group</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000
<i>Non-current investments:</i>		
Equity securities (quoted), at fair value	16,124	16,057

The investment securities are measured at FVOCI. The fair value of investments in quoted investments is based on the quoted closing market prices on the last market day of the financial year. These are classified as Level 1 of the fair value hierarchy.

13. INCOME TAX

(a) *Income tax expense*

	<i>Group</i>	
	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000
Tax expense attributable to profit is made up of:		
— Current income tax	5,035	4,121
— Deferred income tax	(1,905)	(1,672)
	<u>3,130</u>	<u>2,449</u>
Under provision in prior financial years		
— Current income tax	1,228	1
— Deferred income tax	11	8
	<u>1,239</u>	<u>9</u>
	<u>4,369</u>	<u>2,458</u>
<i>Reconciliation of effective tax rate:</i>		
Net surplus before taxation	25,392	24,245
<i>Less:</i>		
Net surplus of the HDB excluding intra-group transactions	(6,502)	(1,639)
Net surplus subject to taxation	<u>18,890</u>	<u>22,606</u>
Tax at statutory rate of 17% (2022/2023: 17%)	3,211	3,843
Expenses not deductible for tax purpose	75	264
Tax exempt income	(60)	(127)
Income not subject to tax	(94)	(1,423)
Under provision of income tax in prior years	1,239	9
Change in unrecognised temporary differences	(2)	(108)
	<u>4,369</u>	<u>2,458</u>

(b) *Deferred tax assets/(liabilities)*

The following are the major deferred tax assets and liabilities recognised by the Group, and the movements thereon, during the current and prior reporting periods:

	<i>Deferred tax liabilities</i>	<i>Deferred tax assets</i>			<i>Deferred tax assets/(liabilities)</i>
	<i>Capital allowances</i>	<i>Accrued operating expenses</i>	<i>Tax losses</i>	<i>Lease liabilities-net</i>	<i>Total</i>
	\$'000	\$'000	\$'000	\$'000	\$'000
<i>Group</i>					
At 31 March 2022	(4,148)	488	128	323	(3,209)
Charged to income and expenditure statement	1,817	144	(128)	(169)	1,664
At 31 March 2023	(2,331)	632	0	154	(1,545)
Charged to income and expenditure statement	1,852	101	0	(59)	1,894
At 31 March 2024	<u>(479)</u>	<u>733</u>	<u>0</u>	<u>95</u>	<u>349</u>

14. PROPERTIES UNDER DEVELOPMENT

	<i>Group and HDB</i>	
	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000
Land	21,973,651	17,563,080
Buildings	7,376,930	5,412,555
Upgrading works	7,454	32,306
	29,358,035	23,007,941
<i>Less:</i>		
Provision for foreseeable loss (Note 2.14)	(13,400,579)	(9,665,764)
Balance as at 31 March	15,957,456	13,342,177

15. PROPERTIES FOR SALE

	<i>Group and HDB</i>	
	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000
Cost of properties	1,648,908	1,845,576
<i>Less:</i>		
Provision for foreseeable loss (Note 2.15)	(259,405)	(255,395)
Balance as at 31 March	1,389,503	1,590,181

16. GOVERNMENT GRANT RECEIVABLE

	<i>Group and HDB</i>	
	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000
Balance as at 1 April	3,274,719	5,017,459
Government grant for the current year	6,789,865	5,388,808
	10,064,584	10,406,267
<i>Less:</i>		
Amount received	(6,604,156)	(7,131,548)
Balance as at 31 March	3,460,428	3,274,719

The government grant for the current year covers the deficit to be financed by the Government under the existing financing arrangement (Note 2.18).

17. TRADE AND OTHER RECEIVABLES

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
Trade receivables	1,741,165	1,524,190	1,709,119	1,495,907
Less:				
Allowance for impairment losses	(31,334)	(28,925)	(31,312)	(28,872)
	1,709,831	1,495,265	1,677,807	1,467,035
Other receivables	270,561	264,425	264,588	259,496
Less:				
Allowance for impairment losses	(24)	(24)	(24)	(24)
	270,537	264,401	264,564	259,472
Prepayments and deferred costs	12,557	18,069	9,837	8,382
Deposits	2,382	2,342	2,146	2,150
Balance as at 31 March	1,995,307	1,780,077	1,954,354	1,737,039

Included in the Group's trade receivables balance is the CPF Housing Grant of \$1,162 million (2022/2023: \$1,174 million) that had been disbursed to eligible households for the purchase of flats from the HDB. The CPF Housing Grant disbursed in the current year amounted to \$313 million (2022/2023: \$457 million). The amount disbursed will be offset against the sale proceeds on sale of the flat (Notes 2.20(a) and 2.25).

In determining the recoverability of a trade receivable, the Group considers any change in the credit quality of the trade receivable as at the reporting date. The Group provides for lifetime expected credit losses for trade and other receivables, based on reasonable and supportable information available without undue cost or effort at the reporting date about past events, current conditions and forecasts of future economic conditions. The concentration of credit risk is limited due to the large and unrelated customer base.

The movements in allowance for impairment losses on trade and other receivables for the Group and the HDB are as follows:

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
Balance as at 1 April	28,949	26,530	28,896	26,530
Loss allowance	5,969	6,519	6,000	6,466
Bad debts written off against allowance	(3,560)	(4,100)	(3,560)	(4,100)
Balance as at 31 March	31,358	28,949	31,336	28,896

18. CASH AND BANK BALANCES

	<u>Group</u>		<u>HDB</u>	
	<i>31 March 2024</i>	<i>31 March 2023</i>	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000	\$'000	\$'000
Cash and bank balances	73,190	94,765	30,759	55,111
Fixed deposits	114,329	101,754	1,864	1,798
Balance as at 31 March	187,519	196,519	32,623	56,909
<i>Less:</i>				
Funds held on behalf of Club HDB and Government	(3,957)	(3,804)	(3,957)	(3,804)
Cash and cash equivalents as at 31 March	183,562	192,715	28,666	53,105

Funds held on behalf of Club HDB and Government comprises mainly fixed deposits placed on behalf of Club HDB, and fines and financial penalties collected on behalf of Government to be contributed to Consolidated Fund.

Cash and bank balances comprise cash and short-term bank deposits held by the Group, which includes bank balances of \$72 million (2022/2023: \$81 million) held by Accountant-General's Department ("AGD") under the Government's Centralised Liquidity Management Framework for Statutory Boards. The carrying amounts of these assets approximate their fair values.

Fixed deposits, excluding those held on behalf of Club HDB at the financial year end, bear average effective interest of 3.7% (2022/2023: 3.2%) per annum and for a tenure from 1 to 5 months (2022/2023: 1 to 3 months).

19. LOANS PAYABLE

	<u>Group</u>		<u>HDB</u>	
	<i>31 March 2024</i>	<i>31 March 2023</i>	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000	\$'000	\$'000
<i>Government loans</i>				
Mortgage financing loans	41,081,766	37,557,283	41,081,766	37,557,283
Upgrading financing loans	16,638	19,938	16,638	19,938
	41,098,404	37,577,221	41,098,404	37,577,221
<i>Bonds</i>				
Principal	28,560,000	28,220,000	28,560,000	28,220,000
Unamortised transaction cost	(56,478)	(66,885)	(56,478)	(66,885)
	28,503,522	28,153,115	28,503,522	28,153,115
Bank loans	2,112,000	0	2,112,000	0
	71,713,926	65,730,336	71,713,926	65,730,336
Interest payable	335,534	196,734	335,534	196,734
Balance as at 31 March	72,049,460	65,927,070	72,049,460	65,927,070

19. LOANS PAYABLE (*continued*)

	<u>Group</u>		<u>HDB</u>	
	<u>31 March 2024</u>	<u>31 March 2023</u>	<u>31 March 2024</u>	<u>31 March 2023</u>
	\$'000	\$'000	\$'000	\$'000
Represented by amount payable:				
Within 1 year	9,180,791	5,132,501	9,180,791	5,132,501
Later than 1 year but not more than 2 years	6,784,786	6,541,625	6,784,786	6,541,625
Later than 2 years but not more than 5 years	21,416,102	19,984,954	21,416,102	19,984,954
Later than 5 years	34,667,781	34,267,990	34,667,781	34,267,990
	<u>72,049,460</u>	<u>65,927,070</u>	<u>72,049,460</u>	<u>65,927,070</u>
Fair value of bonds	<u>27,664,171</u>	<u>26,893,382</u>	<u>27,664,171</u>	<u>26,893,382</u>

Under the Agreements for Loan Facility with the Government, mortgage and upgrading financing loans are obtained from the Government to finance loans granted to eligible purchasers of flats under the public housing schemes at interest rates that are in accordance with prevailing mortgage financing policy and upgrading programmes of the Government.

The fair value of the bonds is based on quoted market prices not traded in an active market at the end of the reporting period. The indicative ask price for the bonds issued by the Group, is classified as Level 2 fair value.

The carrying amounts of government loans and bank loans approximate their fair values. The bank loans are unsecured.

The loans and bonds are denominated in Singapore dollars.

The average effective interest rates paid and repayment terms on the loans are:

	<u>Interest rate</u> (per annum)	<u>Repayment term</u>
Mortgage financing loans	2.50% to 3.06% (2022/2023: 2.50% to 3.06%)	Up to 30 years
Upgrading financing loans	2.50% (2022/2023: 2.50%)	10 years
Bank loans (unsecured)	3.40% to 4.15% (2022/2023: 0.39% to 4.84%)	Within 1 year

19. LOANS PAYABLE (*continued*)

Bonds are issued to finance the HDB's development programmes and working capital requirements. The bonds are as follows:

<i>Series number</i>	<i>Principal</i>	<i>Coupon rate (%)</i>	<i>Effective interest rate (%)</i>	<i>Tenure</i>	<i>Maturity</i>
	\$M	(per annum)	(per annum)		
045	585	2.5050	2.5575	12 years	27 June 2024
057	600	3.9480	4.0150	15 years	29 January 2029
060	900	3.1000	3.1440	10 years	24 July 2024
062	600	3.2200	3.2230	12 years	1 December 2026
067	700	2.5450	2.5668	15 years	4 July 2031
070	600	2.0350	2.0626	10 years	16 September 2026
074	500	2.3500	2.3712	10 years	25 May 2027
076	640	2.5980	2.6261	12 years	30 October 2029
077	680	2.2500	2.2609	7 years	21 November 2024
078	515	2.3200	2.3313	10 years	24 January 2028
080	500	3.0800	3.1147	12 years	31 May 2030
082	700	2.6250	2.7356	7 years	17 September 2025
084	600	2.6750	2.7671	10 years	22 January 2029
085	500	2.4950	2.5257	7 years	11 March 2026
086	700	2.1640	2.1693	5 years	22 May 2024
087	600	2.2700	2.3038	10 years	16 July 2029
088	500	2.3150	2.3687	15 years	18 September 2034
089	700	1.7500	1.7605	5 years	25 November 2024
090	700	1.7600	1.8135	7 years	24 February 2027
091	800	1.2650	1.3239	10 years	24 June 2030
092	800	0.6900	0.7206	5 years	15 September 2025
093	600	1.3000	1.3487	15 years	3 December 2035
094	800	0.6350	0.6431	5 years	19 January 2026
095	900	1.3700	1.3858	7 years	16 March 2028
096	900	1.7300	1.8289	10 years	19 May 2031
097	750	1.8650	1.8987	12 years	21 July 2033
098	900	1.5400	1.5612	7 years	12 October 2028
099	1,000	1.6450	1.6764	5 years	23 November 2026
100	950	1.9710	2.0790	7 years	25 January 2029
101	1,000	1.8450	1.8766	5 years	15 March 2027
102	900	2.6270	2.6794	3 years	9 June 2025
103	1,100	2.9400	3.0214	5 years	13 July 2027
104	1,000	3.4370	3.5508	7 years	13 September 2029
105	1,200	4.0900	4.1907	5 years	26 October 2027
106	900	3.9950	4.1111	7 years	6 December 2029
107	740	3.1040	3.1236	5 years	24 November 2028
108	800	2.9770	2.9987	5 years	23 January 2029
109	700	3.1510	3.1600	7 years	12 March 2031

The Board members of the HDB as at the financial statements' authorisation date and who also held office at the end of the financial year, had no interests in the bonds issued by the HDB as at 31 March 2023 and 31 March 2024.

20. TRADE AND OTHER PAYABLES

	<u>Group</u>		<u>HDB</u>	
	<i>31 March 2024</i>	<i>31 March 2023</i>	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000	\$'000	\$'000
Trade payables	2,067,585	1,657,664	2,057,426	1,649,524
Downpayment deposits and advances	2,067,595	1,780,405	2,067,595	1,780,405
Other deposits	141,802	137,519	140,547	135,921
Deferred income (Note 21)	256,561	235,572	256,561	235,572
Provisions	43,703	38,079	20,000	20,000
	<u>4,577,246</u>	<u>3,849,239</u>	<u>4,542,129</u>	<u>3,821,422</u>

Provisions above include a \$20 million provision made for restoration works for a former quarry site, pending firm development plan of the agency taking over the site.

The movements in provisions for the Group and the HDB are:

	<u>Group</u>		<u>HDB</u>	
	<i>31 March 2024</i>	<i>31 March 2023</i>	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000	\$'000	\$'000
Balance as at 1 April	38,079	34,424	20,000	20,000
Provisions made	5,624	3,655	0	0
Balance as at 31 March	<u>43,703</u>	<u>38,079</u>	<u>20,000</u>	<u>20,000</u>

21. DEFERRED INCOME

	<u>Group</u>		<u>HDB</u>	
	<i>31 March 2024</i>	<i>31 March 2023</i>	<i>31 March 2024</i>	<i>31 March 2023</i>
	\$'000	\$'000	\$'000	\$'000
Within 1 year (Note 20)	256,561	235,572	256,561	235,572
After 1 year but within 5 years	787,217	698,083	787,217	698,083
After 5 years	3,452,007	3,011,993	3,452,007	3,011,993
	<u>4,495,785</u>	<u>3,945,648</u>	<u>4,495,785</u>	<u>3,945,648</u>

Deferred income relates principally to amount received in advance in respect of operating leases of land, commercial properties, and flats (Note 2.9).

22. INCOME

	<u>Group</u>		<u>HDB</u>	
	<u>2023/2024</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2022/2023</u>
	\$'000	\$'000	\$'000	\$'000
Interest income	1,060,820	969,159	1,057,067	967,347
Rental and related income	1,003,802	960,678	998,448	952,675
Car park income	735,245	742,131	735,765	742,676
Recoveries for upgrading and others	69,396	59,851	69,396	59,851
Levy on resale flats and sales premium	146,351	141,126	146,351	141,126
Agency and consultancy fees	196,502	184,778	26,507	34,213
Gain/(loss) on disposal of assets	120	7,415	120	(957)
Investment income	853	764	8,832	6,369
Fees and other income	96,929	90,437	96,499	88,658
	<u>3,310,018</u>	<u>3,156,339</u>	<u>3,138,985</u>	<u>2,991,958</u>

Investment income includes:

	<u>Group</u>		<u>HDB</u>	
	<u>2023/2024</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2022/2023</u>
	\$'000	\$'000	\$'000	\$'000
Dividend from:				
— Unquoted subsidiary	0	0	8,832	6,369
— Others	853	764	0	0
	<u>853</u>	<u>764</u>	<u>0</u>	<u>0</u>

23. FINANCE EXPENSES

	<u>Group</u>		<u>HDB</u>	
	<u>2023/2024</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2022/2023</u>
	\$'000	\$'000	\$'000	\$'000
Interest expense:				
— Government loans	997,600	923,908	997,600	923,908
— Bank loans	21,488	51,438	21,488	51,438
— Bonds	644,388	626,942	644,388	626,950
— Lease liabilities	603	684	268	243
	<u>1,664,079</u>	<u>1,602,972</u>	<u>1,663,744</u>	<u>1,602,539</u>
Less:				
Interest capitalised in properties and assets under development (Notes 6, 7 and 14)	(332,734)	(386,385)	(332,734)	(386,385)
Bond transaction cost amortisation	12,265	11,064	12,265	11,064
	<u>1,343,610</u>	<u>1,227,651</u>	<u>1,343,275</u>	<u>1,227,218</u>

During the financial year, interest capitalised as properties and assets under development amounted to \$333 million (2022/2023: \$386 million) at an average capitalisation rate of 2.41% (2022/2023: 2.29%).

24. EXPENSES BY NATURE

Expenses include the following:

	<i>Group</i>		<i>HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000	\$'000	\$'000
Cost of sales before net increase in provision for foreseeable loss	7,173,432	7,382,284	7,173,432	7,382,284
Release of foreseeable loss provided in previous years, upon sale	(1,384,433)	(1,309,810)	(1,384,433)	(1,309,810)
Provision for foreseeable loss for properties under development/for sale	5,121,997	4,021,654	5,121,997	4,021,654
Net increase in provision for foreseeable loss	3,737,564	2,711,844	3,737,564	2,711,844
Upgrading	334,459	476,025	334,459	476,025
Improvements and demolition	204,737	227,164	204,737	227,164
Depreciation and amortisation	567,356	529,415	559,881	521,017
Property tax	127,305	120,448	127,235	120,380
Reversal of impairment losses on property, plant and equipment and investment properties	(581)	(399)	(581)	(399)
Allowance for impairment losses on loans receivable and debtors	5,971	6,557	5,949	6,504
Bad debts written off	80	214	80	214
Expense for short-term leases	11,686	9,924	10,956	9,481
Expense for leases of low-value assets	4,295	4,374	4,295	4,374
Manpower costs (Note 25)	773,018	760,274	672,477	663,026
Manpower costs and overheads capitalised in:				
— properties and assets under development	(55,959)	(43,652)	(55,959)	(43,652)
— inventories of building materials	(632)	(635)	(632)	(635)
CPF Housing Grant (Note 2.25)	999,049	685,645	999,049	685,645

25. MANPOWER COSTS

	<i>Group</i>		<i>HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000	\$'000	\$'000
Salaries and bonuses	673,022	660,813	582,167	572,860
Contribution to CPF	77,076	75,769	68,997	68,655
Staff benefits	11,092	10,944	9,713	9,121
Training/development costs and others	11,828	12,748	11,600	12,390
	773,018	760,274	672,477	663,026

26. GOVERNMENT GRANT

Cumulative grant from the Government since the establishment of the HDB in 1960 amounts to:

	<i>HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000
Total grant as at 1 April	48,360,441	42,971,633
Grant for the financial year (Note 16)	6,789,865	5,388,808
Total grant as at 31 March	<u>55,150,306</u>	<u>48,360,441</u>

27. SIGNIFICANT RELATED PARTY TRANSACTIONS

The Group had transactions with its supervisory Ministry, MND, and other related parties during the year at terms agreed between the parties. The balances with related parties are unsecured, interest-free and repayable on demand unless otherwise stated.

For projects which the HDB manages on behalf of the Government or other government agencies on agency basis, the expenditure incurred on behalf of the principals during the year, which are reimbursable by the principals amounted to \$1,042 million (2022/2023: \$799 million). The disbursements and reimbursements for these agency projects were reported on a net basis in the income and expenditure statement.

The following were significant transactions with the Group's supervisory Ministry, MND, and other related parties during the year:

	<i>Group and HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000
(i) <i>HDB's transactions with:</i>		
<i>Subsidiaries</i>		
Rental income	288	1,176
Engineering services	(8,480)	(12,722)
Property management	(261)	(153)
<i>Singapore Land Authority, as an agent for</i>		
<i>Ministry of Law</i>		
Proceeds from return of land, flats, and other properties to Government	14,482	20,186
Agency fee and other income	2,671	3,531
Purchase of land	(7,527,391)	(5,386,511)
Temporary occupation licence fees	(7,913)	(7,662)
Rental expenses	(598)	0
<i>Ministry of National Development</i>		
Agency fee and other income	36,025	32,635
<i>National Environment Agency</i>		
Recoveries	18,901	16,817
Rental income	909	880
<i>Ministry of Social and Family Development</i>		
Rental income	14,699	12,798
<i>Ministry of Home Affairs</i>		
Agency fee income	113	2,775
Rental income	110	117

27. SIGNIFICANT RELATED PARTY TRANSACTIONS (*continued*)

		<u>Group and HDB</u>	
		<u>2023/2024</u>	<u>2022/2023</u>
		\$'000	\$'000
(i)	<i>HDB's transactions with: (continued)</i>		
	<i>People's Association</i>		
	Rental income and others	2,082	2,068
	Sale proceeds	0	1,040
	<i>Ministry of Health</i>		
	Rental income	1,917	1,800
	Agency fee income	840	840
	<i>Central Provident Fund Board</i>		
	Agency fee	(1,959)	(1,170)
	<i>JTC Corporation</i>		
	Agency fee income	1,101	1,056
	<i>Temasek Polytechnic</i>		
	Rental expenses	(1,865)	(817)
	<i>Other Ministries and Statutory Boards</i>		
	Rental income and others	964	696
	<i>Town Councils</i>		
	Rental of Town Councils and other income	4,630	4,765
	Operating fee for car park maintenance	(72,929)	(71,137)
	Electrical upgrading and improvement works	(19,548)	(23,347)
(ii)	<i>Subsidiaries' transactions with:</i>		
	<i>Ministries, Statutory Boards, and Town Councils</i>		
	Estate management agency fee income	145,593	140,682
	Rental of premises	(5,110)	(5,310)
	<i>Amounts due to related parties as at 31 March</i>	262,059	259,159
	<i>Amounts due from related parties as at 31 March</i>	327,087	197,714

The outstanding amounts are unsecured. There are no guarantees provided or received in respect of the related party balances. For 2023/2024, the Group had not made any allowance for impairment relating to amounts owed by related parties (2022/2023: \$Nil).

(iii) *Board member and key management personnel remuneration*

	<u>Group</u>		<u>HDB</u>	
	<u>2023/2024</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2022/2023</u>
	\$'000	\$'000	\$'000	\$'000
Board Members' and Directors' fees	376	377	247	264
Salaries and other short-term employee benefits	10,534	9,931	10,043	9,449
Contribution to CPF	361	315	346	302
	11,271	10,623	10,636	10,015

28. SEGMENTAL INFORMATION

BUSINESS SEGMENTS

The Group operates predominantly in Singapore, and therefore the revenues are generated mainly from the operations in Singapore and the assets are located principally in Singapore. The accounting policy of the reporting segments are the same as the Group's accounting policy as disclosed in Note 2.

The Group's main operating decision makers are Board Members/Directors and key management personnel of the Group. The operating segments are determined based on the reports reviewed by the Group's main operating decision makers.

The Group's results are presented under seven business segments in respect of the Group's main activities and the government programmes implemented:

Home ownership segment

The Home Ownership segment focuses on providing home ownership flats to eligible purchasers of flats under the various home ownership schemes for public housing.

Upgrading segment

The Upgrading segment focuses on the upgrading programmes to renew and rejuvenate the older housing estates.

Residential ancillary functions segment

The Residential Ancillary Functions segment focuses on implementing housing policies, providing and managing ancillary facilities such as car parks in housing estates, and planning and building administration.

Rental flats segment

The Rental Flats segment focuses on providing rental flats to eligible tenants under the various rental housing schemes.

Mortgage financing segment

The Mortgage Financing segment focuses on providing housing loans to eligible purchasers of flats under the various public housing schemes.

Other rental and related businesses segment

The Other Rental and Related Businesses segment focuses on the provision, tenancy and management of commercial properties and land.

Agency and others segment

The Agency and Others segment encompasses estate management services, architectural and engineering consultancy services, and agency projects on behalf of the Government.

28. SEGMENTAL INFORMATION (*continued*)

2022/2023

2022/2023	Housing						Other Activities					
	Home Ownership	Upgrading	Residential Ancillary Functions	Rental Flats	Mortgage Financing	Eliminations	Total Housing	Other Rental and Related Businesses	Agency and Others	Eliminations	Total Other Activities	Group
	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M
Sale proceeds	6,407	0	121	0	0	0	6,528	1	0	0	1	6,529
Less: CPF Housing Grant (Notes 2.20(a) and 2.25)	(344)	0	0	0	0	0	(344)	0	0	0	0	(344)
Net sale proceeds	6,063	0	121	0	0	0	6,184	1	0	0	1	6,185
Cost of sales before net increase in provision for foreseeable loss	(7,263)	0	(104)	0	0	(14)	(7,381)	(1)	0	0	(1)	(7,382)
Gross (loss)/profit on sales	(1,200)	0	17	0	0	(14)	(1,197)	0	0	0	0	(1,197)
Net increase in provision for foreseeable loss	(2,712)	0	0	0	0	0	(2,712)	0	0	0	0	(2,712)
Gross (loss)/profit after net increase in provision for foreseeable loss	(3,912)	0	17	0	0	(14)	(3,909)	0	0	0	0	(3,909)
External income:												
Interest income	0	1	0	0	965	0	966	0	3	0	3	969
Other income	290	43	772	58	13	0	1,176	808	203	0	1,011	2,187
Inter-segment	0	0	(16)	0	0	16	0	11	19	(30)	0	0
Total income	290	44	756	58	978	16	2,142	819	225	(30)	1,014	3,156
Net (deficit)/surplus before government grant and taxation	(4,680)	(558)	(432)	(141)	(10)	23	(5,798)	430	33	(30)	433	(5,365)
Government grant												5,389
Net surplus before taxation and transfer to reserves												24
Taxation												(2)
Net surplus for the year before transfer to reserves												22

28. SEGMENTAL INFORMATION (*continued*)

2022/2023

	<i>Housing</i>							<i>Other Activities</i>				
	<i>Home</i>		<i>Residential</i>	<i>Rental</i>	<i>Mortgage</i>		<i>Total</i>	<i>Other Rental</i>	<i>Agency</i>		<i>Total Other</i>	
	<i>Ownership</i>	<i>Upgrading</i>	<i>Ancillary</i>	<i>Flats</i>	<i>Financing</i>	<i>Eliminations</i>	<i>Housing</i>	<i>and Related</i>	<i>and</i>	<i>Eliminations</i>	<i>Activities</i>	<i>Group</i>
	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M
<i>Segment expenses include:</i>												
Finance expenses	(72)	0	(141)	(26)	(929)	0	(1,168)	(58)	(2)	0	(60)	(1,228)
CPF Housing Grant (Note 2.25)	(686)	0	0	0	0	0	(686)	0	0	0	0	(686)
Upgrading	0	(472)	0	(4)	0	0	(476)	0	0	0	0	(476)
Improvements and demolition	(1)	(56)	(130)	(6)	0	(2)	(195)	(30)	(1)	(1)	(32)	(227)
Depreciation and amortisation	(129)	0	(203)	(75)	(1)	0	(408)	(101)	(20)	0	(121)	(529)
Allowance for impairment losses on loans receivable and debtors	0	0	0	(4)	0	0	(4)	(2)	0	0	(2)	(6)
<i>Assets and liabilities</i>												
Segment assets	24,576	86	11,186	4,175	38,282	0	78,305	6,184	986	0	7,170	85,475
Government grant receivable												3,275
Unallocated assets												134
<i>Total assets</i>												88,884
Segment liabilities	22,349	237	6,503	1,300	37,884	0	68,273	4,151	884	0	5,035	73,308
Unallocated liabilities												203
<i>Total liabilities</i>												73,511
<i>Capital additions</i>	1,492	0	345	128	0	0	1,965	184	0	0	184	2,149

28. SEGMENTAL INFORMATION (*continued*)

2023/2024

	<i>Housing</i>						<i>Other Activities</i>				
	<i>Home</i>		<i>Residential</i>	<i>Rental</i>	<i>Mortgage</i>		<i>Other Rental</i>	<i>Agency</i>		<i>Total Other</i>	
	<i>Ownership</i>	<i>Upgrading</i>	<i>Ancillary</i>	<i>Flats</i>	<i>Financing</i>	<i>Eliminations</i>	<i>and Related</i>	<i>and</i>	<i>Eliminations</i>	<i>Activities</i>	<i>Group</i>
	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>	<i>\$'M</i>
Sale proceeds	5,985	0	140	0	0	0	6,125	0	0	0	6,125
Less: CPF Housing Grant (Notes 2.20(a) and 2.25)	(319)	0	0	0	0	0	(319)	0	0	0	(319)
Net sale proceeds	5,666	0	140	0	0	0	5,806	0	0	0	5,806
Cost of sales before net increase in provision for foreseeable loss	(7,035)	0	(128)	0	0	(10)	(7,173)	0	0	0	(7,173)
Gross (loss)/profit on sales	(1,369)	0	12	0	0	(10)	(1,367)	0	0	0	(1,367)
Net increase in provision for foreseeable loss	(3,738)	0	0	0	0	0	(3,738)	0	0	0	(3,738)
Gross (loss)/profit after net increase in provision for foreseeable loss	(5,107)	0	12	0	0	(10)	(5,105)	0	0	0	(5,105)
External income:											
Interest income	0	1	0	0	1,043	0	1,044	0	17	0	1,061
Other income	322	54	769	59	13	0	1,217	831	201	0	2,249
Inter-segment	0	0	(11)	0	0	11	0	10	18	(28)	0
Total income	322	55	758	59	1,056	11	2,261	841	236	(28)	3,310
Net (deficit)/surplus before government grant and taxation	(6,225)	(396)	(446)	(160)	(9)	18	(7,218)	444	36	(27)	(6,765)
Government grant											6,790
Net surplus before taxation and transfer to reserves											25
Taxation											(4)
Net surplus for the year before transfer to reserves											21

28. SEGMENTAL INFORMATION (*continued*)

2023/2024

	<i>Housing</i>							<i>Other Activities</i>				
	<i>Home</i>		<i>Residential</i>	<i>Rental</i>	<i>Mortgage</i>		<i>Total</i>	<i>Other Rental</i>	<i>Agency</i>		<i>Total Other</i>	
	<i>Ownership</i>	<i>Upgrading</i>	<i>Ancillary</i>	<i>Flats</i>	<i>Financing</i>	<i>Eliminations</i>	<i>Housing</i>	<i>and Related</i>	<i>and</i>	<i>Eliminations</i>	<i>Activities</i>	<i>Group</i>
	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M
<i>Segment expenses include:</i>												
Finance expenses	(92)	0	(152)	(29)	(1,006)	0	(1,279)	(62)	(3)	0	(65)	(1,344)
CPF Housing Grant (Note 2.25)	(999)	0	0	0	0	0	(999)	0	0	0	0	(999)
Upgrading	0	(321)	0	(11)	0	0	(332)	(2)	0	0	(2)	(334)
Improvements and demolition	0	(56)	(118)	(9)	0	(1)	(184)	(20)	(1)	0	(21)	(205)
Depreciation and amortisation	(158)	0	(210)	(76)	(1)	0	(445)	(102)	(20)	0	(122)	(567)
Allowance for impairment losses on loans receivable and debtors	0	0	0	(5)	0	0	(5)	(1)	0	0	(1)	(6)
<i>Assets and liabilities</i>												
Segment assets	28,020	80	11,518	4,202	41,364	0	85,184	6,369	1,134	0	7,503	92,687
Government grant receivable												3,460
Unallocated assets												123
<i>Total assets</i>												96,270
Segment liabilities	24,284	266	7,625	1,425	41,565	0	75,165	4,454	971	0	5,425	80,590
Unallocated liabilities												303
<i>Total liabilities</i>												80,893
<i>Capital additions</i>	1,143	0	506	69	0	0	1,718	285	0	0	285	2,003

29. COMMITMENTS

(a) *Building project commitments*

The following commitments for building projects are not recognised in the financial statements:

	<i>Group and HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000
Authorised and contracted for	14,977,970	12,117,128
Authorised but not contracted for	3,130,193	3,111,251
	<u>18,108,163</u>	<u>15,228,379</u>

(b) *Operating lease arrangements — as lessor*

The Group leases out its properties to non-related parties. The future aggregate minimum lease receivables under non-cancellable operating leases contracted for at the reporting date but not recognised as receivables are as follows:

	<i>Group</i>		<i>HDB</i>	
	<i>2023/2024</i>	<i>2022/2023</i>	<i>2023/2024</i>	<i>2022/2023</i>
	\$'000	\$'000	\$'000	\$'000
Within 1 year	29,585	36,449	25,749	32,002
After 1 year but within 5 years	27,424	18,553	21,107	18,289
	<u>57,009</u>	<u>55,002</u>	<u>46,856</u>	<u>50,291</u>

30. CONTINGENT LIABILITIES

Housing Subsidies for SC/SPR Households

The Citizen Top-Up Grant is a \$10,000 housing subsidy that is given to eligible Singapore Citizen/Singapore Permanent Resident (SC/SPR) household when a qualifying household member becomes a Singapore Citizen, or when an SC child is born to the SC applicant/owner and spouse originally listed in the flat application. It is available to SC/SPR households who have paid a premium of \$10,000 for the purchase of an HDB flat direct from HDB, or taken a lower quantum of CPF Housing Grant for the purchase of a resale flat or an Executive Condominium.

The policy is estimated to have a financial effect of \$173 million (2022/2023: \$164 million). Given the uncertainty on the eventuality of SC/SPR households fulfilling the eligibility criteria (and therefore the timing and quantum of the obligation), no provision has been made in respect of this policy.

31. AUTHORISATION OF FINANCIAL STATEMENTS FOR ISSUE

The financial statements for the financial year ended 31 March 2024 were authorised for issue by members of its Board on 30 May 2024.