IMPORTANT NOTICE

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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.

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.

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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.**

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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.

INFORMATION MEMORANDUM DATED 31 JULY 2017

HOUSING AND DEVELOPMENT BOARD

(Established under the Housing and Development Act, Chapter 129 of Singapore)

S$32,000,000,000

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**") 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 persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

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 "(P)Aaa" by Moody's (as defined herein). The Issuer also has a "Aaa" rating from Moody's. The Notes of each Tranche (as defined herein) or Series (as defined herein) issue under the MTN 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

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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$32,000,000,000 (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 ten 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 again further increased from S$22,000,000,000 to S$32,000,000,000.

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.

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 persons falling within the ambit of Section 274 and/or Section 275 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 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).

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 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 55 and 56 of this Information Memorandum.

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 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 and the Fourth 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, Chapter 50 of Singapore, as amended or modified from time to time
“**Dealers**”	:	Citi and/or such other Dealers as may be appointed in accordance with the Programme Agreement
“**Fiscal Agent**”	:	Citi or such other person for the time being appointed by HDB as fiscal agent
“**Fitch**”	:	Fitch Ratings Inc. or its successors
“**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, Chapter 129 of Singapore, as amended or modified from time to time
"**Income Tax Act**"	:	Income Tax Act, Chapter 134 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$32,000,000,000 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 and Restatement Programme Agreement, the Second Amendment and Restatement Programme Agreement, the Third Amendment and Restatement Programme Agreement, and the Fourth 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, Chapter 289 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
"**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 Bobby Chin Yoke Choong, Chairman Mr Matthias Yao Chih Dr Cheong Koon Hean Mr Ong Chong Tee Mr Tham Sai Choy Mr Mohd Sa'at Bin Abdul Rahman Professor Heng Chye Kiang Professor Lily Kong Lee Lee Dr Sudha Nair Ms Teoh Zsin Woon BG Kelvin Khong Boon Leong
Auditors for the financial year ended 31 March 2017	:	PricewaterhouseCoopers LLP 8 Cross Street #17-00 PWC Building Singapore 048424
Arranger and Dealer	:	Citicorp Investment Bank (Singapore) Limited 8 Marina View #21-01 Asia Square Tower 1 Singapore 018960
Fiscal Agent, Paying Agent and Agent Bank	:	Citicorp Investment Bank (Singapore) Limited 3 Changi Business Park Crescent #07-00 Tower 1 Singapore 486026
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	:	Citi and/or such other 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$32,000,000,000 (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 "(P)Aaa" by Moody's. The Notes of each Tranche or Series issued under the MTN 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
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 S$ SIBOR or S$ SWAP RATE (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	:	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 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

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 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.

Global financial turmoil has resulted in substantial and continuing volatility in international capital markets. Any further deterioration in global financial 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.

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 2018 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”.

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

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, 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.

U.S. Foreign Account Tax Compliance Act Withholding

Whilst the Notes are in global form and held within Euroclear Bank SA/NV, Clearstream Banking, S.A. or any other clearing system that is able to receive payments free of FATCA withholding (together, the "**Clearing Systems**"), in all but the most remote circumstances, it is not expected that the reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") will affect the amount of any payment received by the Clearing Systems (see the section on "Taxation – 5. Foreign Account Tax Compliance Act" below). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. FATCA also may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of, the Clearing Systems (as bearer of the Notes) and the Issuer therefore has no responsibility for any amount thereafter transmitted through the Clearing Systems and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUER, THE NOTES AND THE NOTEHOLDERS IS UNCERTAIN AT THIS TIME. EACH NOTEHOLDER SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT EACH NOTEHOLDER IN ITS PARTICULAR CIRCUMSTANCE.

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.

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.

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.

There is no assurance that the current rating of "Aaa" given to the Issuer by Moody's will be maintained or that the rating will not be reviewed, downgraded, suspended or withdrawn in the future

The Issuer currently has a credit rating of "Aaa", which was assigned by Moody's. The rating assigned by Moody's is based on the views of Moody's only. Future events could have a negative impact on the rating of the Issuer and prospective investors should be aware that there is no assurance that the rating given will continue or that the rating would not be reviewed, downgraded, suspended or withdrawn as a result of future events or judgement on the part of Moody's. A downgrade or withdrawal of the credit rating assigned by Moody's may have a negative impact on the market value of the 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.

HISTORY AND BUSINESS

1 HDB, a statutory board of the Ministry of National Development, 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, industrial 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, commercial properties and industrial 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, commercial and industrial properties.

3 In its initial years, HDB was tasked with addressing the housing shortage problem in Singapore and to this end, HDB built low-cost rental housing to meet the accommodation needs of the population. Over the past 5 decades, HDB has transformed the living environment in Singapore through its public housing programme, and created communities in modern self-sufficient towns.

4 Since 1960, HDB has built approximately 1,133,365 residential units (as of 31 March 2017) in 23 public housing towns and 3 estates across the island. Today, over 80% of the resident population in Singapore live in HDB flats, with more than 90% of these households owning their homes.

5 HDB regularly reviews and enhances its policies, products and services to ensure that they keep pace with the changing needs of the people. A wide range of flat types and housing schemes is available to suit different needs and preferences. Some of the more recent changes include:

(i) Enhancement of the CPF Housing Grant in February 2017 to provide households with more affordable housing options, and more help given to those buying smaller flats to encourage prudent housing choices. The CPF Housing Grant for first-timer families buying a 2- to 4-room resale flat was increased from $30,000 to $50,000, and from $30,000 to $40,000, if they buy a 5-room or larger resale flat. The CPF Housing Grant for first-timer singles, was also increased from $15,000 to $25,000, if they buy a 2- to 4-room resale flat and from $15,000 to $20,000, if they buy a 5-room resale flat.

(ii) Extension of Tenant Priority Scheme (TPS) to second-timers from the May 2016 Build-To-Order (BTO) exercise. Tenants who are either first-timer or second-timer families and have been living in a flat rented from HDB for at least 2 years can apply for a 2-room Flexi or 3-room flat under the TPS in the BTO or Sale of Balance Flats (SBF) Exercise. They will get to enjoy a 10% allocation quota on the flat supply that is shared with other applicants who apply under the Resettlement, Relocation and Selective En bloc Redevelopment Scheme.

6 HDB has announced 2 policies to provide more help to elderly seeking to right-size their flat: Deferred Downpayment Scheme (DDS) and Temporary Loan Scheme (TLS) on 8 March 2017

(i) Easing cash flow with the Deferred Downpayment Scheme

The DDS allows the elderly who are right-sizing their home to defer the downpayment on their new flat until key collection. This will help ease the cash flow for elderly flat owners whose funds are tied up in their existing flat, and smoothen the right-sizing process. The DDS will benefit home owners aged 55 years old and above who are applying for a 2-room Flexi or 3-room flat in a BTO or SBF exercise.

The DDS is extended automatically to all eligible flat buyers. With the DDS, eligible flat buyers will only need to pay the stamp duty and legal fees when they sign the Agreement for Lease, without downpayment. They will pay the purchase price of the flat when the new flat is ready for key collection. The DDS is implemented from the May 2017 BTO and SBF exercises.

(ii) Seamless completion of flat purchase with the Temporary Loan Scheme

For elderly households who are right-sizing their home, the proceeds from the sale of their existing flat are generally sufficient to cover the purchase of their new flat. However, they may require assistance in the form of a temporary loan to bridge their finances, while they are selling their existing flat. Under the TLS, HDB will grant a temporary loan for the elderly households who are not taking a housing loan for their new flat. This will ease their cash flow and allow them to transit smoothly from their existing flat to their new flat.

The temporary loan will be disbursed after the first resale appointment for their existing flat. The loan amount will be based on what is needed to complete their new flat purchase, after taking into account their available CPF savings. The temporary loan will be redeemed using the net proceeds from the sale of their existing flat.

To benefit a wider group of new flat buyers, the TLS is also extended to non-elderly buyers who do not take a housing loan for their new flat. The TLS will be applicable to all resale transactions submitted from 8 March 2017.

7 HDB provides rental flats for those who are not ready to own their homes. These flats under the Public Rental Scheme are heavily subsidised to cater to Singapore Citizen households who have no other housing options or family support. We have also increased the supply of rental flats in recent years from 42,000 units in 2007 to 56,400 as of 31 March 2017, and are targeting to increase this to 60,000 by end 2017.

8 To ensure that existing HDB estates remain on par with new ones, HDB carries out several upgrading programmes:

(i) The Lift Upgrading Programme (LUP) enables HDB residents to enjoy the convenience of direct lift access on their floors. The programme has since benefitted over 500,000 households in more than 5,000 blocks.

(ii) The Home Improvement Programme (HIP) helps residents resolve common maintenance problems of ageing flats. Improvement works carried out under HIP include repair of spalling concrete, replacement of waste discharge stacks, upgrading of electrical load, and upgrading of existing toilets. As of 31 March 2017, 245 projects (about 233,460 flats) have already been announced for HIP. Of these, 190 projects (comprising about 181,100 flats) have successfully polled for HIP with a strong support level averaging 89.8%. Construction works for 100 projects (comprising about 88,600 flats) have been completed, while works for the remaining 90 projects (comprising about 92,500 flats) are in various stages of progress.

(iii) As an optional item during HIP, HDB also offers the Enhancement for Active Seniors (EASE) programme to improve mobility and comfort for elderly residents and thereby create a safer and more comfortable living environment. Improvement items installed in the flat include grab bars, ramps, and slip-resistant treatment to floor tiles. EASE is also offered separately through direct applications to HDB. As of 31 March 2017, about 74,100 households have opted for EASE together with HIP and another about 46,000 households have applied for EASE (Direct Application), since its pilot launch on 1 July 2012.

(iv) 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, and repainting and repair works. Residents are actively engaged in the decision-making process, and their feedback is sought on the improvements they prefer. As of 31 March 2017, a total of 128 NRP projects have been announced, of which 47 projects have been completed.

(v) The Selective Lift Replacement Programme (SLRP) helps to replace about 750 old lifts with modern lifts that are fitted with more energy-efficient motors, vision panels and infra-red doors with motion safety sensors for added energy efficiency, safety and security.

9 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 unique opportunity to move to new flats with fresh 99-year leases at subsidised prices and enjoy a better living environment served by modern facilities. By rehousing residents en bloc, SERS enables residents to preserve the family and 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 in to these estates.

10 To further transform existing HDB estates into vibrant homes for Singaporeans, HDB embarked on a programme known as the ‘Remaking Our Heartland’ (ROH) in 2007. The first 3 towns/ estates to be rejuvenated under ROH Batch 1 were Dawson, Yishun and Punggol. They were followed by East Coast, Jurong and Hougang which formed the next 3 areas under ROH Batch 2 as announced in 2011. The plans for these towns are progressively being implemented by various agencies. In 2015, Toa Payoh, Woodlands and Pasir Ris were announced as the latest towns to be

transformed under ROH Batch 3. The plans for these towns include the rejuvenation of Toa Payoh Town Centre, the creation of more recreational spaces on the Woodlands Waterfront along the Straits of Johor, and the injection of new developments at the Pasir Ris Town Centre. In drawing up the rejuvenation plans, HDB actively engaged residents and stakeholders early through Focus Group Discussions. A total of 11 discussion sessions were conducted, involving 400 residents and community stakeholders from the 3 towns. With the views gathered from residents, HDB has refined the plans for each town to ensure that the improvements will benefit residents of all ages. The proposals for the 3 towns were exhibited in April and May 2017 and residents were invited to visit the exhibition and share their feedback. HDB will further improve the proposals with the various government agencies based on the feedback gathered over the exhibitions to benefit as many residents as possible.

11 The shops in the HDB housing estates serve the daily needs of residents and are a focal point for residents to interact and bond. Shopkeepers are also a catalyst for social interaction. To enhance the vibrancy and competitiveness of the heartland shops to better serve the residents, the Revitalisation of Shops (ROS) Scheme was introduced in November 2007, comprising: (i) co-funding to upgrade common areas; (ii) co-funding promotional events; and (iii) rent-free periods for tenants to renovate their shops. Since its inception in 2007, the ROS scheme has benefitted more than 50 HDB town/ neighbourhood centres for upgrading and promotional events. On 9 May 2016, HDB announced the details of the enhanced ROS scheme to make the heartland shops more vibrant and appealing to residents. Under the enhanced ROS scheme, the heartland shops will get greater financial support to upgrade the common areas, a new start-up fund of $10,000 to encourage HDB shops without a Merchants' Association (MA) to form one, and a new fund of up to $10,000 for Merchants' Association to appoint consultants to help them with the upgrading plans. In August 2016, HDB announced the 27 sites that will benefit from the enhanced ROS scheme (Batch 7) - 17 sites will enjoy greater co-funding assistance and 10 sites will enjoy the new Start-up Fund to support their formation of MAs.

12 As Singapore's public housing developer, HDB plays its part for the environment by developing estates that provide eco-friendly and smart features for a smart and sustainable living. For example, to bring sustainable living into existing public housing estates, HDB introduced the HDB Greenprint in 2012, with Yuhua estate in Jurong East selected as the first estate to be transformed into a greener neighbourhood. Under the HDB Greenprint, a host of green features has been implemented in Yuhua, such as solar panels, outdoor LED street lights, pneumatic waste conveyance system, and vertical greenery, enabling residents to enjoy a cleaner and greener living environment. The HDB Greenprint is also being implemented in Teck Ghee estate in Ang Mo Kio, as part of HDB's efforts to bring green living to more residents.

13 To realise Singapore's Smart Nation vision, HDB has also developed a Smart HDB Town Framework. Capitalising on the latest Information and Communication Technology (ICT), the Framework will drive initiatives to enhance liveability, efficiency, sustainability and safety in HDB towns and estates. The focus is on 4 key dimensions – Smart Planning, Smart Environment, Smart Estate, and Smart Living. Two living labs – Yuhua and Punggol Northshore – have been identified to test-bed various Smart initiatives.

14 Public housing plays a key role in maintaining social harmony in multi-racial, multi-cultural and multi-religious Singapore. To this end, HDB provides a living environment where Singaporeans of different races and socio-economic groups have opportunities to live, mingle and bond as a community. For example:

(i) To encourage social interaction and promote community bonding amongst residents, HDB plans and designs a variety of shared spaces and social facilities such as fitness corners and playgrounds.

(ii) A good mix of flat types and sizes is provided within each HDB block and precinct to cater to different socio-economic groups.

(iii) The Ethnic Integration Policy (EIP) promotes racial integration and harmony, and prevents the formation of racial enclaves. Based on the ethnic make-up of Singapore, a quota is set for each ethnic group in each block and neighbourhood, to ensure a balanced mix of various ethnic communities in HDB towns.

(iv) The Singapore Permanent Resident (SPR) Quota ensures that non-Malaysian SPR families can better integrate into the local community for social cohesion, and prevents enclaves from forming in the public housing estates. The SPR quota is set at 5% and 8% at the neighbourhood and block levels respectively.

(v) HDB organises activities such as MyNiceHome Roadshows for to-be home owners to familiarise themselves with their new living environment, to equip them with useful information and guidelines as flat owners, and to provide an opportunity to get to know their new neighbours. HDB also provides funding through the HDB Friendly Faces, Lively Places Fund which aims to encourage community-driven place-making projects.

(vi) The Friends of Our Heartlands, HDB's new volunteering network launched in May 2017, will provide a continuum of volunteering opportunities across different tracks, opening up more ways for volunteers to deepen their involvement and capabilities. Most of the existing volunteers are youth volunteers involved in several community building programmes e.g. Project SPHERE, where youth help to spruce up the living environment of seniors.

(vii) Through the Good Neighbour Movement, HDB collaborates with agencies like the Ministry of Culture, Community and Youth; People's Association; and the Singapore Kindness Movement, to encourage good neighbourliness. In addition, through the biennial Good Neighbour Award, HDB recognises and honours individuals who demonstrate exemplary acts of care and neighbourliness.

15 In recognition of its efforts in delivering quality and excellence in public housing, HDB has garnered numerous local and international awards in FY 2016/ 2017.

International

- The International Highrise Award 2016 - Special Commendation
- Royal Institute of British Architects (RIBA) Award for International Excellence 2016 - SkyTerrace @ Dawson
- Good Design Award 2016 - SkyVille @ Dawson
- Green Good Design Award 2017 - SkyVille @ Dawson

- World Architecture Festival Awards 2016 (Commercial Mixed-Use Future Projects Category) - Kampung Admiralty Integrated Development
- ASEAN Outstanding Engineering Achievement Awards - A Biophillic Waterway @ Punggol - Innovative Floating Wetlands and Freshwater-Tolerant Mangroves
- Energy Globe Award 2016 - Deployment of Solar Photovoltaics (PV)
- Geospatial Information Systems (GIS) Awards (Special Achievement) - Integrated Planning & Analysis (iPLAN)
- CCAS Contact Centre Awards 2016 (Best In-House Contact Centre Category) (Bronze) - HDB Customer Services Centre
- APEX Awards (2016) for Excellence (Custom Published Newsletter) - Life Storeys Issue 10

Local

- President Design Awards 2016:
  - SkyTerrace @ Dawson
  - SkyVille @ Dawson
- SIA Architectural Design Awards 2016 (Residential Project Category) - SkyVille @ Dawson
- Singapore Good Design Mark Awards 2017 (Special Mention) - Waterway Terraces I & II
- IES Prestigious Engineering Achievement Awards 2016 - A Biophillic Waterway @ Punggol – Innovative Floating Wetlands and Freshwater-Tolerant Mangroves
- Institution of Structural Engineers (IStructE) Awards 2016 - A Biophillic Waterway @ Punggol – Innovative Floating Wetlands and Freshwater-Tolerant Mangroves
- Singapore Concrete Institute (SCI) Excellence Awards 2016 (Innovators Category):
  - A Biophillic Waterway @ Punggol - Innovative Floating Wetlands and Freshwater-Tolerant Mangroves
  - Ezi-form: An Innovative Solution for Precast Production
- Singapore Environment Council (SEC) - Senoko Energy Green Innovation Award - Towards Better Living and Greater Sustainability through Smart Planning - Urban Environmental Modelling (UEM)
- Top 50 Engineering Feats @ IES-SG50 Award:
  - Lift Upgrading Programme (LUP)
  - My Waterway @ Punggol
  - The Pinnacle @ Duxton
- BCA Design and Engineering Safety Excellence Award 2016 – SkyTerrace @ Dawson
- BCA Universal Design Award for the Built Environment 2016 - Platinum (Residential (New) Category) – SkyVille @ Dawson
- BCA Universal Design Award for the Built Environment 2016 – Gold Plus (Residential (New) Category):
  - Acacia Breeze @ Yishun
  - Punggol Topaz
  - Senja Parc View
- BCA Construction Excellence Award 2016 (Residential Non-Landed Buildings [for projects with GFA <18,000 m^2] Category):
  - Woodlands Dew & Woodlands Meadow
  - Yishun Riverwalk
- BCA Construction Excellence Certificate of Merit Award 2016 (Residential Non-Landed Buildings [for projects with GFA <18,000 m^2] Category):

    - Floral Spring @ Yishun
    - Orchid Spring @ Yishun
- BCA Construction Productivity Awards 2016 – Gold (Residential Non-Landed Buildings [for projects with GFA ≥25,000 m^2] Category):
    - Acacia Breeze @ Yishun
    - Waterway Woodcress
    - Yishun Riverwalk
- Active, Beautiful, Clean Waters (ABC Waters) Certification:
    - Dawson C5
    - Dawson C6
    - Dawson C7
    - Kampung Admiralty
    - Oasis Terraces
    - Waterway Cascadia
- Landscape Excellence Assessment Framework (L.E.A.F.) Certification 2016 - Outstanding (New Development Category):
    - Oasis Terraces
    - SkyResidence @ Dawson
- Landscape Excellence Assessment Framework (L.E.A.F.) Certification 2016 (New Development Category) - SkyOasis @ Dawson
- BCA Green Mark (Platinum) for Existing Residential Buildings - HDB Greenprint Pilot Neighbourhood at Yuhua (Blocks 209-240 Jurong East Street 21)
- BCA Green Mark (Gold Plus) for Existing Residential Buildings:
    - Blocks 161A-B, 162A-B, 163A-B, 162 (MSCP), 160A-B, 165A-B, 166A-B, 166 (MSCP) Punggol Central
    - Blocks 171A-C, 171 (MSCP), 172A-C, 172 (MSCP) Edgedale Plains
- BCA Green Mark (Gold Plus) for New Residential Buildings:
    - Kampung Admiralty (Residential)
    - Punggol Opal
    - St George's Towers
    - The Verandah @ Matilda
- BCA Green Mark (Gold) for Existing Residential Buildings:
    - Blocks 301D, 302A-D, 303D, 302 (MSCP) Punggol Place
    - Blocks 167A-D, 168A-B, 170D(BCP), 168C-D, 169A-C, 170A-C, 169 (MSCP) Punggol East / Punggol Field
    - Blocks 201A-D, 201 (MSCP), 202A-B, 203A-B, 204A-D, 204 (MSCP), 205A Punggol Field
    - Blocks 293-299, 292 (MSCP) Punggol Central
    - Blocks 301A-C, 303A-C, 301 (MSCP) Punggol Central
- BCA Green Mark (Gold) for Existing Non-Residential Buildings:
    - Depot Heights Shopping Centre
    - Sunshine Place
    - Woodlands North Plaza
    - Greenridge Shopping Centre
- BCA Green Mark (Gold) for New Non-Residential Buildings - Sin Ming AutoCity
- BCA Green Mark (Certified) for Existing Non-Residential Buildings:
    - AMK AutoPoint
    - AMK TechLink
    - EASTLink
- BCA Green Mark for New Parks (Gold Plus) - Senja Parc View and N6 Neighbourhood Park
- BCA Green Mark for New Parks (Gold) - Yishun Nature Park

- Minister's Award (Team) 2016:
  - Affordable Homes, Closer Families, Stronger Ties
  - A Greener and More Connected Neighbourhood at Yuhua
- Municipal Services Awards (MSA) 2016:
  - Production of Municipal Reference Guide
  - First Responder Protocol - Connectivity-Related Infrastructure (FRP/ GRI)
  - Management of Hoarding at Choa Chu Kang
  - Management of Hoarding at Jurong West
  - Management of Poor Living/ Hygiene Conditions at Henderson
  - Protocol for Safety in Usage of Gas Cylinders at HDB Car Parks
  - Repair of Damaged Footbridge at Aljunied
- Public Sector Pro-Enterprise Initiative Gold Award for the period March 2016 - August 2016 - VendCafé
- Public Service Premier Award 2016
- Public Service Awards (ExPSA) 2016 Best Practice Award (Resource Management) - Aviation Park SMART Staging Ground
- Public Service Awards (ExPSA) 2016 Best Practice Award (Service Delivery) - Customer-Centric HDB Loan Eligibility Application
- PS21 Star Service Team Award 2016 - Housing Management Group/ Housing Maintenance Department, HDB Hougang Branch, People's Association, Pioneer Generation Office
- Excellent Service Awards 2016, 6 Star, 111 Gold, 85 Silver
- Ong Teng Cheong (OTC) Institute Workplace Partnership Award (Platinum)
- Community Chest Awards - SHARE Platinum Award
- Community Chest Awards - Special Events (Bronze) Award

These awards are a testament to the well-deserved recognition of HDB's excellence and leadership in shaping a safe, high quality, sustainable, and friendly-built environment in Singapore.

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 to finance the development programmes of HDB and its working capital requirements as well as to refinance the existing borrowings.

Financial Highlights of HDB Group

	2016/2017	2015/2016	2014/2015	2013/2014
				$ million
RESULTS BY SEGMENT				
Deficit from :				
Home ownership	(861)	(1,179)	(1,753)	(1,927)
Upgrading	(482)	(575)	(574)	(568)
Residential ancillary functions	(428)	(404)	(281)	(157)
Rental flats	(79)	(70)	(67)	(50)
Mortgage financing	(26)	(33)	(31)	(30)
Elimination of inter-segment transactions	10	10	14	17
Housing total deficit	(1,866)	(2,251)	(2,692)	(2,715)
Surplus from :				
Other rental and related businesses	641	597	679	745
Agency and others	63	37	20	22
Elimination of inter-segment transactions	(20)	(16)	(17)	(30)
Other Activities total surplus	684	618	682	737
Overall Deficit	(1,182)	(1,633)	(2,010)	(1,978)
FINANCIAL POSITION				
Property, plant and equipment, and investment properties	23,774	26,394	24,605	22,952
Loans receivable	39,617	38,266	37,425	36,665
Properties under development and for sale	18,023	19,070	18,279	18,032
Other assets	9,271	6,031	5,478	3,842
Total assets	90,685	89,761	85,787	81,491
Less:				
Loans payable	70,502	69,520	65,978	62,347
Other liabilities	5,001	5,036	4,586	4,049
Total net assets	15,182	15,205	15,223	15,095
Capital and reserves	15,150	15,174	15,192	15,065
Minority interests	32	31	31	30
Total equity	15,182	15,205	15,223	15,095

Housing and Development Board
S$32,000,000,000 Multicurrency Medium Term Note Programme

*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 and a Fourth Amendment and Restatement Agency Agreement dated 15 October 2015, 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 and a Fourth Supplemental Deed of Covenant dated 9 June 2014, 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.

(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 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 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, 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 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.

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**"). 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 (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) SIBOR (in which case such Note will be a SIBOR Note) or Swap Rate (in which case such Note will be a Swap Rate 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 SIBOR Notes:

(A) the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the offered rate for deposits in Singapore Dollars for a period equal to the duration of such Interest Period which appears on the Bloomberg Screen Swap Offer and SIBOR (ABSIRFIX) Page under the column headed "SGD SIBOR" (or such other replacement page thereof for the purpose of displaying SIBOR or such other Screen Page as may be provided hereon) and as adjusted by the Spread (if any);

(B) if no such rate appears on the Bloomberg Screen Swap Offer and SIBOR (ABSIRFIX) Page (or such other replacement page as aforesaid) or if the Bloomberg Screen Swap Offer and SIBOR (ABSIRFIX) Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the offered rate for deposits in Singapore Dollars for a period equal to the duration of such Interest Period which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX - SIBOR AND SWAP OFFER RATES - RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SIBOR" (or such other replacement page thereof for the purpose of displaying SIBOR or such other Screen Page as may be provided hereon) and as adjusted by the Spread (if any);

(C) if no such rate appears on the Reuters Screen ABSIRFIX01 Page under the column headed "SGD SIBOR" (or such other replacement page thereof or if no rate appears on such other Screen Page as may be provided hereon) or if the Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Agent Bank will request the principal Singapore offices of each of the Reference Banks to provide the Agent Bank with the rate at which deposits in Singapore Dollars are offered by it at approximately the Relevant Time on the Interest Determination Date to prime banks in the Singapore interbank market for a period equivalent to the duration of such Interest Period commencing on such Interest Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Notes. The Rate of Interest for such Interest Period shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations and as adjusted by the Spread (if any), as determined by the Agent Bank;

(D) if on any Interest Determination Date two but not all the Reference Banks provide the Agent Bank with such quotations, the Rate of Interest for the relevant Interest Period shall be determined in accordance with (C) above on the basis of the quotations of those Reference Banks providing such quotations; and

(E) if on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotations, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Interest Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Interest Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate and as adjusted by the Spread (if any) or if on such Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotation, the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore Dollars quoted by the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Spread (if any);

(2) in the case of Floating Rate Notes which are Swap Rate Notes:

(A) the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period as being the rate which appears on the Bloomberg Screen Swap Offer and SIBOR

(ABSIRFIX) Page under the column headed "SGD Swap Offer" (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Spread (if any);

(B) if on any Interest Determination Date no such rate is quoted on the Bloomberg Screen Swap Offer and SIBOR (ABSIRFIX) Page (or such other replacement page as aforesaid) or the Bloomberg Screen Swap Offer and SIBOR (ABSIRFIX) Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period as being the rate which appears on the Reuters Screen ABSFIX01 Page under the caption "SGD SOR rates as of 11:00hrs London Time" under the column headed "SGD SOR" (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period and as adjusted by the Spread (if any);

(C) if on any Interest Determination Date no such rate is quoted on Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) or Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will determine the Rate of Interest for such Interest Period as being the rate (or, if there is more than one rate which is published, the arithmetic mean of those rates (rounded up, if necessary, to the nearest 1/16 per cent.)) for a period equal to the duration of such Interest Period published by a recognised industry body where such rate is widely used (after taking into account the industry practice at that time), or by such other relevant authority as the Agent Bank may select; and

(D) if on any Interest Determination Date the Agent Bank is otherwise unable to determine the Rate of Interest under paragraphs (A), (B) and (C) above, the Rate of Interest shall be determined by the Agent Bank to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates quoted by the Singapore offices of the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about 11.00 a.m. (Singapore time) on the first business day following such Interest Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Interest Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate and as adjusted by the Spread (if any), or if on such day one only or none of the Singapore offices of the Reference Banks provides the Agent Bank with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore Dollars quoted by the Singapore offices of the Reference Banks at or about 11.00 a.m. (Singapore time) on such Interest Determination Date and as adjusted by the Spread (if any); and

(3) in the case of Floating Rate Notes which are not SIBOR Notes or Swap Rate 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 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 is Reference Banks or if paragraph (b)(ii)(3)(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)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Relevant Rates that each of the Reference Banks 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

(C) if paragraph (b)(ii)(3)(B) applies and the Agent Bank determines that 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.

(iii) On the last day of each Interest Period, 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 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 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) SIBOR (in which case such Variable Rate Note(s) will be SIBOR Note(s)) or Swap Rate (in which case such Variable Rate Note(s) will be Swap Rate 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.

(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 TARGET System 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/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; and

(iii) 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;

"**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, in respect of any Interest Period, that number of Business Days prior thereto as is set out in the applicable Pricing Supplement or on the face of the relevant Note;

"**Primary Source**" means 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;

"**Reference Banks**" means the institutions specified as such hereon or, if none, three major banks selected by the Agent Bank 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;

"**Singapore Dollar(s)**" and "**S$**" mean the lawful currency of Singapore; and

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

(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 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. 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 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, 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.

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 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.

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 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 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 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, Chapter 129 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 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 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.

(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.

(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 unmatured Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured 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, 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 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 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 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 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.

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 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 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, 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.

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.

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 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.

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.

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, warranted and agreed 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 persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

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 "(P)Aaa" by Moody's. The Issuer also has a "Aaa" rating from Moody's. 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.

CLEARING AND SETTLEMENT

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.

Clearance 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. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Notes through the Depository System may only be effected through certain corporate depositors (the "**Depository Agents**") approved by CDP under the SFA to maintain securities sub-accounts and to hold the Notes in such securities sub-accounts for themselves and their clients. Accordingly, Notes for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

General

CDP is not involved in money settlement between 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. 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 22 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.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

(a) interest from debt securities derived on or after 1 January 2004;

(b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and

(c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

In addition, 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 2018 where more than half of the issue of such Relevant Notes are distributed by Financial Sector Incentive – Capital Market, Financial Sector Incentive – Standard Tier or Financial Sector Incentive – Bond Market companies, such tranche of Relevant Notes would be qualifying debt securities ("**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, break cost, prepayment 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), break cost, prepayment 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, break cost, prepayment 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,

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, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms "**break cost**", "**prepayment fee**" and "**redemption premium**" are defined in the Income Tax Act as follows:

"break cost", 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, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

"prepayment 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, the amount of which is determined by the terms of the issuance 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.

References to "break cost", "prepayment fee" and "redemption premium" in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) 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, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) 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.

Under the Qualifying Debt Securities Plus Scheme ("**QDS Plus Scheme**"), 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 in respect of the QDS in the prescribed format within such period as the MAS may specify and such other particulars in connection with the QDS as the MAS may require), income tax exemption is granted on Qualifying Income derived by any investor from QDS (excluding Singapore Government Securities) which:-

(a) are issued during the period from 16 February 2008 to 31 December 2018;

(b) have an original maturity of not less than 10 years;

(c) cannot have their tenure shortened to less than 10 years from the date of their issue, except where –

   (i) the shortening of the tenure is a result of any early termination pursuant to certain specified early termination clauses which the issuer included in any offering document for such QDS; and

   (ii) the QDS do not contain any call, put, conversion, exchange or similar option that can be triggered at specified dates or at specified prices which have been priced into the value of the QDS at the time of their issue; and

(d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

However, even if a particular tranche of the Relevant Notes are QDS which qualify under the QDS Plus Scheme, 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 from such Relevant Notes derived 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 under the QDS Plus Scheme as described above.

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 39 ("**FRS 39**") 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 39. Please see the section below on "Adoption of FRS 39 treatment for Singapore income tax purposes".

3. Adoption of FRS 39 treatment for Singapore income tax purposes

The Inland Revenue Authority of Singapore has issued a circular entitled "Income Tax Implications Arising from the Adoption of FRS 39 - Financial Instruments: Recognition and Measurement" (the "**FRS 39 Circular**"). The Income Tax Act has since been amended to give effect to the FRS 39 Circular.

The FRS 39 Circular generally applies, subject to certain "opt-out" provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Notes who may be subject to the tax treatment under the FRS 39 Circular 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, commonly known as FATCA, a foreign financial institution (as defined by FATCA) 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. The Issuer may be a foreign financial institution for these purposes. 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. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and

IGAs as to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as 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 Notes, such withholding would not apply prior to 1 January 2019 and Notes issued on or prior to 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). However, if additional Notes (as described under "**Terms and Conditions – Further Issues**") that are not distinguishable from grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all the Notes in the series, including grandfathered Notes, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

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
3 November 2015	S$1,200,000,000 2.100 per cent. Notes due 2020 (the "**Series 063 Notes**")	100 per cent.	S$1,200,000,000
29 January 2016	S$1,000,000,000 2.500 per cent. Notes due 2023 (the "**Series 064 Notes**")	100 per cent.	S$1,000,000,000
26 April 2016	S$675,000,000 1.750 per cent. Notes due 2021 (the "**Series 066 Notes**")	100 per cent.	S$675,000,000
4 July 2016	S$700,000,000 2.545 per cent. Notes due 2031 (the "**Series 067 Notes**")	100 per cent.	S$700,000,000
19 July 2016	S$700,000,000 1.470 per cent. Notes due 2021 (the "**Series 068 Notes**")	100 per cent.	S$700,000,000
10 August 2016	S$700,000,000 1.910 per cent. Notes due 2023 (the "**Series 069 Notes**")	100 per cent.	S$700,000,000
16 September 2016	S$600,000,000 2.035 per cent. Notes due 2026 (the "**Series 070 Notes**")	100 per cent.	S$600,000,000
22 November 2016	S$900,000,000 2.22 per cent. Notes due 2021 (the "**Series 071 Notes**")	100 per cent.	S$900,000,000

21 February 2017	S$900,000,000 2.2325 per cent. Notes due 2022 (the "**Series 073 Notes**")	100 per cent.	S$900,000,000
25 May 2017	S$500,000,000 2.35 per cent. Notes due 2027 (the "**Series 074 Notes**")	100 per cent.	S$500,000,000

(b) As at 25 July 2017, being the latest practicable date prior to the printing 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 Bobby Chin Yoke Choong	Chairman HDB Chairman NTUC Fairprice Co-operative Limited
Mr Matthias Yao Chih	Director Agmonton Pte Ltd
Dr Cheong Koon Hean	Chief Executive Officer HDB
Mr Ong Chong Tee	Deputy Managing Director Financial Supervision Monetary Authority of Singapore
Mr Tham Sai Choy	Chairman KPMG Asia Pacific
Mr Mohd Sa'at Bin Abdul Rahman	Editor Berita Harian/Berita Minggu Singapore Press Holdings Ltd
Professor Heng Chye Kiang	Professor Department of Architecture School of Design and Environment National University of Singapore
Professor Lily Kong Lee Lee	Provost and Lee Kong Chian Chair Professor of Social Sciences Singapore Management University

Dr Sudha Nair	Executive Director Centre for Promoting Alternatives to Violence
Ms Teoh Zsin Woon	Deputy Secretary (Development) Ministry of Health
BG Kelvin Khong Boon Leong	Chief of Staff, Air Staff Air Force HQ Singapore Armed Forces Ministry of Defence

Key Management Team

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

Name	Appointment
Dr Cheong Koon Hean	Chief Executive Officer
Mr Fong Chun Wah	Deputy Chief Executive Officer (Building)
Mr Mike Chan Hein Wah	Deputy Chief Executive Officer (Estate)
Mr Randy Lim Chi Beng	Assistant Chief Executive Officer (Corporate) / Chief Data Officer
Mr Yap Chin Beng	Senior Advisor (Estate & Corporate)
Dr Chong Fook Loong	Group Director (Research & Planning)
Mr Thomas Seow	Group Director (Development & Procurement)
Mr Neo Poh Kok	Group Director (Building Quality)
Er Yap Tiem Yew	Group Director (Building & Infrastructure)
Er Dr Johnny Wong Liang Heng	Group Director (Building & Research Institute)
Miss Tan Chew Ling	Group Director (Estate Administration & Property)
Mr Derek Tan Kai Juay	Acting Group Director (Housing Management)
Ms Lau Chay Yean	Group Director (Community Relations)
Miss Kee Lay Cheng	Group Director (Properties & Land)
Mr Khoo Teng Seong	Group Director (Industrial Properties)
Mrs Heng-Ng Mien Joo	Group Director (Corporate Development)
Ms Joyce Ng Swee Lin	Group Director (Corporate Communications)
Miss Audrey Leong Yue Yoke	Group Director (Finance)
Mr Leong Chin Yew	Group Director (Information Services)
Miss Balakrishna Madhubala	Group Director (Legal)
Mrs Constance Ng-Yip Chew Ngoh	Group Director (Internal Audit)

3. Related Companies

As at 25 July 2017, being the latest practicable date prior to the printing of this Information Memorandum, the corporations which would be deemed to be related to HDB by virtue of the definition set out in Section 6 of the Companies Act are as follows:

(a) Subsidiary of the Issuer

E M SERVICES PRIVATE LIMITED

(b) Subsidiaries of E M SERVICES PRIVATE LIMITED

E M PROPERTY MANAGEMENT PRIVATE LIMITED

PROPERTY INC. PRIVATE LIMITED

4. Material Contracts

There were no material contracts (not being contracts entered into in the ordinary course of business) entered into by HDB within the two years preceding the date of this Information Memorandum.

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 2017 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) The nature of the business of HDB is stated under “History and Business” of this Information Memorandum.

(b) 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 as well as to refinance the existing borrowings.

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.

(c) The limit which HDB may borrow under the Programme is S$32,000,000,000.

(d) 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 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 2016 and 31 March 2017; 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 2017 and has not been specifically prepared for inclusion in this Information Memorandum.

No. 5/2017

SUPPLEMENT

TO THE

REPUBLIC OF SINGAPORE

GOVERNMENT GAZETTE

FRIDAY, 21 JULY 2017

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS OF THE HOUSING AND DEVELOPMENT BOARD FOR THE YEAR ENDED 31ST MARCH 2017

First published in the Government *Gazette*, Electronic Edition, on 19 July 2017 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") as set out on pages 10 to 64 are properly drawn up in accordance with the provisions of the Housing and Development Act (Cap. 129, 2004 Revised Edition) (the "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 2017, 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 Act and the Constitution of the Republic of Singapore.

On behalf of the Board

BOBBY CHIN YOKE CHOONG	DR CHEONG KOON HEAN
Chairman	*Chief Executive Officer*

Singapore
30 May 2017

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

Report on the Audit of the Financial Statements

Our opinion

In our opinion, the accompanying consolidated financial statements of the Housing and Development Board ("HDB") and its subsidiaries ("Group") and the balance sheet, income and expenditure statement, statement of comprehensive income, and statement of changes in capital and reserves of the HDB are properly drawn up in accordance with the provisions of the Housing and Development Act (Cap. 129, 2004 Revised Edition) (the "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 2017 and of the results and 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.

What we have audited

The financial statements of the Group and the HDB comprise:

- the balance sheets of the Group and the HDB as at 31 March 2017;
- the income and expenditure statements of the Group and the HDB for the year then ended;
- the consolidated statement of comprehensive income of the Group for the year then ended;
- the statement of comprehensive income of the HDB for the financial year then ended;
- the consolidated statement of changes in capital and reserves of the Group for the year then ended;
- the statement of changes in capital and reserves of the HDB for the year then ended;
- the consolidated statement of cash flows of the Group for the year then ended; and
- the notes to the financial statements, including a summary of significant accounting policies.

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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority 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.

Our Audit Approach

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the accompanying financial statements. In particular, we considered where management made subjective judgements; for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. As in all of our audits, we also addressed the risk of management override of internal controls, including among other matters consideration of whether there was evidence of bias that represented a risk of material misstatement due to fraud.

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 2017. 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.

Key Audit Matters (*continued*)

Key Audit Matter	*How our audit addressed the Key Audit Matter*
Valuation of loans receivable Refer to Note 3(*a*) *Critical accounting estimates and judgements* and Note 8 *Loans Receivable* to the financial statements.	
As at 31 March 2017, loans receivable amounted to $39,617 million.	We obtained an understanding of the Group's credit policy and evaluated the Group's credit review processes in identifying objective evidence of impairment.
Loans receivable relate to mortgage loans granted to buyers of flats under the public housing schemes with the flats held as collateral.	We have evaluated the appropriateness of management's basis used in the calculation of allowance for impairment of loans receivable against historical records.
Allowance for impairment is made for loans receivable that are past due and have collateral with market value lower than the loans receivable. Significant judgement is required by management in determining the adequacy of allowance for impairment of loans receivable. This includes: • the basis used in the calculation of the allowance for impairment of loans receivable; and • the market value of the collateral.	For loans receivable that have objective evidence of impairment, we assessed on a sample basis, the adequacy of allowance for the impairment of loans receivable by reviewing management assumptions. We also assessed the appropriateness of the market value of the flats used by management, based on the average resale price of similar flat types in the same vicinity. Based on our procedures, we were satisfied that management's estimates and basis were reasonable. We also assessed the disclosures relating to loans receivable in the financial statements and found them to be appropriate.

Key Audit Matters (*continued*)

Key Audit Matter	*How our audit addressed the Key Audit Matter*
Provision for foreseeable loss relating to properties under development Refer to Note 3(*c*) *Critical accounting estimates and judgements* and Note 12 *Properties under development* to the financial statements.	
During the financial year ended 31 March 2017, the Group recognised provision for foreseeable loss of \$625 million relating to properties under development.	For estimated selling price, we reviewed management's assumptions by comparing the estimated selling prices against the most recent transacted prices of comparable flats and considering of market developments.
Provision for foreseeable loss is determined based on the difference between the estimated selling price (net of CPF Housing Grant) and the estimated contract costs of the flat. Significant judgement is required in determining: • the estimated selling price which is based on the flat's location and design; and • the estimated contract costs.	For estimated contract costs, our audit procedures included the following: • validated key controls for tendering of construction contracts and variation orders; • obtained an understanding of the basis of estimated contract costs from project managers and evaluated these by corroborating with tendered construction contracts and variation orders; and • assessed the reliability of management's prior year estimates by comparing actual costs incurred against estimated contract costs for completed projects Based on our procedures, we found management's assumptions used in the estimation of the selling price and contract costs to be reasonable. We also assessed the related disclosures in the financial statements and found them to be appropriate.

Other Information

Management is responsible for the other information. The other information comprises the Statement by the Board of the HDB (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 and will 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 identified above 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 on the other information that we obtained prior to the date of this auditor's report, 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.

When we read the Other Sections, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with SSAs.

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 Act and SB-FRSs, 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.
- 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.

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

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 Act and the Constitution of the Republic of Singapore.

(*b*) proper accounting and other records have been kept, including records of all assets of the HDB and of those subsidiaries incorporated in Singapore of which we are the auditors 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 the 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 Act and the Constitution of the Republic of Singapore. This responsibility includes implementing accounting and internal controls as management determines are necessary to enable compliance with the provisions of the Act and the Constitution of the Republic of Singapore.

Auditor's Responsibilities 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 Act and the Constitution of the Republic of Singapore.

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 entity'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 Yee Chen Fah.

PricewaterhouseCoopers

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants
Singapore
30 May 2017

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

BALANCE SHEETS AS AT 31 MARCH 2017

		Group		*HDB*	
	Note	*31 March 2017*	*31 March 2016*	*31 March 2017*	*31 March 2016*
		$'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	7,115,785	7,111,705	7,115,785	7,111,705
Asset revaluation reserve	5	5,475,106	5,505,335	5,475,106	5,505,335
Fair value reserve		2,757	2,025	0	0
Retained earnings		87,820	86,339	0	0
Attributable to Equity Holder of the HDB		15,149,562	15,173,498	15,054,485	15,080,634
Non-controlling interests		32,188	31,456	0	0
TOTAL EQUITY		15,181,750	15,204,954	15,054,485	15,080,634
NON-CURRENT ASSETS					
Property, plant and equipment	6	22,676,075	21,506,361	22,661,072	21,498,087
Investment properties	7	1,097,809	4,887,273	1,083,078	4,872,288
Loans receivable	8	37,091,217	35,814,058	37,091,135	35,814,005
Investment in subsidiaries	9	0	0	1,500	1,500
Available-for-sale investments	10	22,572	28,757	0	0
Total non-current assets		60,887,673	62,236,449	60,836,785	62,185,880
CURRENT ASSETS					
Properties under development	12	15,457,997	16,559,336	15,457,997	16,559,336
Properties for sale	13	2,564,950	2,510,780	2,564,950	2,510,780
Inventories of building materials		43,309	43,551	40,772	40,788
Loans receivable within 1 year	8	2,526,143	2,451,657	2,526,122	2,451,635
Available-for-sale investments	10	6,026	0	0	0
Government grant receivable	14	3,722,876	4,386,403	3,722,876	4,386,403
Trade and other receivables	15	1,178,058	1,478,466	1,133,333	1,429,894
Cash and bank balances	16	100,366	94,709	40,905	57,542
Other current assets	28	4,197,440	0	4,197,440	0
Total current assets		29,797,165	27,524,902	29,684,395	27,436,378
Less:					
CURRENT LIABILITIES					
Loans payable within 1 year	17	12,192,825	13,057,676	12,192,825	13,059,676
Trade and other payables	18	2,969,369	3,364,061	2,939,026	3,341,054
Amount due to subsidiary		0	0	174	455
Provision for income tax	11	3,504	61	0	0
Total current liabilities		15,165,698	16,421,798	15,132,025	16,401,185
NET CURRENT ASSETS		14,631,467	11,103,104	14,552,370	11,035,193

The accompanying notes form part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

BALANCE SHEETS AS AT 31 MARCH 2017 (*continued*)

		Group		*HDB*	
	Note	*31 March 2017*	*31 March 2016*	*31 March 2017*	*31 March 2016*
		$'000	$'000	$'000	$'000
NON-CURRENT LIABILITIES					
Loans payable	17	58,309,117	56,461,896	58,309,117	56,470,896
Deferred income	19	2,026,027	1,669,543	2,025,553	1,669,543
Deferred tax liabilities	11	2,246	3,160	0	0
Total non-current liabilities		60,337,390	58,134,599	60,334,670	58,140,439
NET ASSETS		15,181,750	15,204,954	15,054,485	15,080,634

The accompanying notes form part of the financial statements.

BOBBY CHIN YOKE CHOONG
Chairman

AUDREY LEONG YUE YOKE
Group Director (Finance)

30 May 2017

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

		Group						*HDB*					
	Note	*2016/2017*			*2015/2016*			*2016/2017*			*2015/2016*		
		Housing	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*
		$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Sale proceeds	26	7,338,885	2,591	7,341,476	6,521,482	0	6,521,482	7,338,885	2,591	7,341,476	6,521,482	0	6,521,482
Cost of sales before net decrease/(increase) in provision for foreseeable loss		(8,522,929)	0	(8,522,929)	(6,784,451)	0	(6,784,451)	(8,522,929)	0	(8,522,929)	(6,784,451)	0	(6,784,451)
Gross (loss)/profit on sales	26	(1,184,044)	2,591	(1,181,453)	(262,969)	0	(262,969)	(1,184,044)	2,591	(1,181,453)	(262,969)	0	(262,969)
Net decrease/(increase) in provision for foreseeable loss	22	655,040	0	655,040	(663,771)	0	(663,771)	655,040	0	655,040	(663,771)	0	(663,771)
Gross (loss)/profit after net decrease/(increase) in provision for foreseeable loss		(529,004)	2,591	(526,413)	(926,740)	0	(926,740)	(529,004)	2,591	(526,413)	(926,740)	0	(926,740)
Income	20	2,013,618	1,502,395	3,516,013	1,923,695	1,372,771	3,296,466	2,014,180	1,364,461	3,378,641	1,924,158	1,252,425	3,176,583
Finance expenses	21	(1,228,977)	(97,674)	(1,326,651)	(1,169,101)	(105,771)	(1,274,872)	(1,229,106)	(97,638)	(1,326,744)	(1,169,281)	(105,771)	(1,275,052)
Operating expenses	22, 23	(1,821,165)	(723,223)	(2,544,388)	(1,866,976)	(649,804)	(2,516,780)	(1,822,980)	(591,483)	(2,414,463)	(1,869,400)	(533,257)	(2,402,657)
Other expenses	22	(300,077)	0	(300,077)	(211,562)	0	(211,562)	(300,077)	0	(300,077)	(211,562)	0	(211,562)

The accompanying notes form part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS (*continued*)
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

		Group						HDB					
	Note	*2016/2017*			*2015/2016*			*2016/2017*			*2015/2016*		
		Housing	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*
		$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
NET (DEFICIT)/ SURPLUS BEFORE GOVERNMENT GRANT AND TAXATION	26	(1,865,605)	684,089	(1,181,516)	(2,250,684)	617,196	(1,633,488)	(1,866,987)	677,931	(1,189,056)	(2,252,825)	613,397	(1,639,428)
Government grant	14			1,193,960			1,636,324			1,193,960			1,636,324
NET SURPLUS/ (DEFICIT) BEFORE TAXATION AND TRANSFER TO RESERVES				12,444			2,836			4,904			(3,104)
Income tax (expense)/ credit	11			(2,485)			215			0			0
NET SURPLUS/ (DEFICIT) FOR THE YEAR BEFORE TRANSFER TO RESERVES				9,959			3,051			4,904			(3,104)

The accompanying notes form part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

INCOME AND EXPENDITURE STATEMENTS (*continued*)
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

		Group						*HDB*					
	Note	*2016/2017*			*2015/2016*			*2016/2017*			*2015/2016*		
		Housing	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*	*Housing*	*Other Activities*	*Total*
		$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
NET SURPLUS/(DEFICIT) ATTRIBUTABLE TO:													
Equity holder of the HDB				6,385			(35)			4,904			(3,104)
Non-controlling interests				3,574			3,086			0			0
AMOUNT ATTRIBUTABLE TO EQUITY HOLDER OF THE HDB:													
NET SURPLUS/(DEFICIT) FOR THE YEAR BEFORE TRANSFER TO RESERVES				6,385			(35)			4,904			(3,104)
RETAINED EARNINGS AT THE BEGINNING OF THE YEAR				86,339			83,270			0			0
Release of asset revaluation reserve	*5d*			30,228			24,157			30,228			24,157
Transfer to capital gains reserve	*5c*			(35,132)			(21,053)			(35,132)			(21,053)
RETAINED EARNINGS AT THE END OF THE YEAR				87,820			86,339			0			0

The accompanying notes form part of the financial statements. Additional information of segments under "Housing" and "Other Activities" is provided in Note 26.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

STATEMENTS OF COMPREHENSIVE INCOME
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

	Group		*HDB*	
	2016/2017	*2015/2016*	*2016/2017*	*2015/2016*
	Total	*Total*	*Total*	*Total*
	$'000	$'000	$'000	$'000
NET SURPLUS/(DEFICIT) FOR THE YEAR BEFORE TRANSFER TO RESERVES	9,959	3,051	4,904	(3,104)
OTHER COMPREHENSIVE INCOME				
Items that may be reclassified subsequently to the income and expenditure statements:				
Fair value gains/(losses) on available-for-sale investment	976	(2,310)	0	0
OTHER COMPREHENSIVE INCOME/(EXPENSE) FOR THE YEAR, NET OF TAX	976	(2,310)	0	0
TOTAL COMPREHENSIVE INCOME/(EXPENSE) FOR THE YEAR	10,935	741	4,904	(3,104)
ATTRIBUTABLE TO:				
Equity holder of the HDB	7,117	(1,768)	4,904	(3,104)
Non-controlling interests	3,818	2,509	0	0
	10,935	741	4,904	(3,104)

The accompanying notes form 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 2017

	Group								
	Share Capital	*Capital Account*	*Capital Gains Reserve*	*Asset Revaluation Reserve*	*Fair Value Reserve*	*Retained Earnings*	*Attributable to Equity Holder of the HDB*	*Non-Controlling Interests*	*Total Capital and Reserves*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Balance as at 1 April 2015	1	2,468,093	7,106,569	5,530,736	3,758	83,270	15,192,427	31,010	15,223,437
Net (deficit)/surplus for the year before transfer to reserves	0	0	0	0	0	(35)	(35)	3,086	3,051
Other comprehensive income									
Adjustment due to reclassification of asset	0	0	1,244	(1,244)	0	0	0	0	0
Fair value losses on available-for-sale investment	0	0	0	0	(1,733)	0	(1,733)	(577)	(2,310)
Other comprehensive (expense)/income for the year, net of tax	0	0	1,244	(1,244)	(1,733)	0	(1,733)	(577)	(2,310)
Total comprehensive (expense)/income for the year	0	0	1,244	(1,244)	(1,733)	(35)	(1,768)	2,509	741
Transfer from retained earnings to capital gains reserve (Note 5*c*)	0	0	21,053	0	0	(21,053)	0	0	0
Release of asset revaluation reserve on disposal of assets (Note 5*d*)	0	0	0	(24,157)	0	24,157	0	0	0
Return of reserves to the Government (Note 5*c*)	0	0	(17,161)	0	0	0	(17,161)	0	(17,161)
Non-controlling interests' share of dividend from subsidiary	0	0	0	0	0	0	0	(2,063)	(2,063)
BALANCE AS AT 31 MARCH 2016	1	2,468,093	7,111,705	5,505,335	2,025	86,339	15,173,498	31,456	15,204,954

The accompanying notes form 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 2017

	Group								
	Share Capital	*Capital Account*	*Capital Gains Reserve*	*Asset Revaluation Reserve*	*Fair Value Reserve*	*Retained Earnings*	*Attributable to Equity Holder of the HDB*	*Non-Controlling Interests*	*Total Capital and Reserves*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Balance as at 1 April 2016	1	2,468,093	7,111,705	5,505,335	2,025	86,339	15,173,498	31,456	15,204,954
Net surplus for the year before transfer to reserves	0	0	0	0	0	6,385	6,385	3,574	9,959
Other comprehensive income									
Fair value gains on available-for-sale investment	0	0	0	0	732	0	732	244	976
Other comprehensive income for the year, net of tax	0	0	0	0	732	0	732	244	976
Total comprehensive income for the year	0	0	0	0	732	6,385	7,117	3,818	10,935
Transfer from retained earnings to capital gains reserve (Note 5*c*)	0	0	35,133	0	0	(35,133)	0	0	0
Release of asset revaluation reserve on disposal of assets (Note 5*d*)	0	0	0	(30,229)	0	30,229	0	0	0
Return of reserves to the Government (Note 5*c*)	0	0	(31,053)	0	0	0	(31,053)	0	(31,053)
Non-controlling interests' share of dividend from subsidiary	0	0	0	0	0	0	0	(3,086)	(3,086)
BALANCE AS AT 31 MARCH 2017	1	2,468,093	7,115,785	5,475,106	2,757	87,820	15,149,562	32,188	15,181,750

The accompanying notes form 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 2017

	HDB					
	Share Capital	*Capital Account*	*Capital Gains Reserve*	*Asset Revaluation Reserve*	*Retained Earnings*	*Total Capital and Reserves*
	$'000	$'000	$'000	$'000	$'000	$'000
Balance as at 1 April 2015	1	2,463,593	7,106,569	5,530,736	0	15,100,899
Net deficit for the year before transfer to reserves	0	0	0	0	(3,104)	(3,104)
Other comprehensive income						
Adjustment due to reclassification of asset	0	0	1,244	(1,244)	0	0
Other comprehensive (expense)/income for the year, net of tax	0	0	1,244	(1,244)	0	0
Total comprehensive (expense)/income for the year	0	0	1,244	(1,244)	(3,104)	(3,104)
Transfer from retained earnings to capital gains reserve (Note 5*c*)	0	0	21,053	0	(21,053)	0
Release of asset revaluation reserve on disposal of assets (Note 5*d*)	0	0	0	(24,157)	24,157	0
Return of reserves to the Government (Note 5*c*)	0	0	(17,161)	0	0	(17,161)
BALANCE AS AT 31 MARCH 2016	1	2,463,593	7,111,705	5,505,335	0	15,080,634

The accompanying notes form 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 2017

	HDB					
	Share Capital	*Capital Account*	*Capital Gains Reserve*	*Asset Revaluation Reserve*	*Retained Earnings*	*Total Capital and Reserves*
	$'000	$'000	$'000	$'000	$'000	$'000
Balance as at 1 April 2016	1	2,463,593	7,111,705	5,505,335	0	15,080,634
Net surplus for the year before transfer to reserves	0	0	0	0	4,904	4,904
Other comprehensive income for the year, net of tax	0	0	0	0	0	0
Total comprehensive income for the year	0	0	0	0	4,904	4,904
Transfer from retained earnings to capital gains reserve (Note 5*c*)	0	0	35,133	0	(35,133)	0
Release of asset revaluation reserve on disposal of assets (Note 5*d*)	0	0	0	(30,229)	30,229	0
Return of reserves to the Government (Note 5*c*)	0	0	(31,053)	0	0	(31,053)
BALANCE AS AT 31 MARCH 2017	1	2,463,593	7,115,785	5,475,106	0	15,054,485

The accompanying notes form part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

	Note	Group 2016/2017 $'000	Group 2015/2016 $'000
OPERATING ACTIVITIES			
Net deficit before government grant and taxation		(1,181,516)	(1,633,488)
Adjustments for:			
Interest income	20	(1,030,771)	(1,007,454)
Interest expense	21	1,314,198	1,261,868
Depreciation	22	427,661	397,612
CPF Housing Grant netted off against sale proceeds on sale of the flat	26	271,218	207,912
Provision for foreseeable loss for properties under development/for sale	22	625,459	1,174,289
(Gain)/Loss on disposal/write-off of assets (net)		(30,627)	29,906
Impairment losses on property, plant and equipment and investment properties (net)	22	57,079	24,593
Allowance for impairment losses and amount written off on loans receivable and debtors	22	7,741	7,730
Amortisation of deferred income		(152,262)	(154,643)
Amortisation of transaction cost of bonds	21	12,453	13,004
Loss/(Gain) on disposal of investments	20	50	(176)
Impairment losses on investments	22	102	453
Investment income	20	(769)	(879)
Surplus before movement in working capital		320,016	320,727
Change in working capital:			
Properties under development		(7,365,097)	(8,069,681)
Properties for sale		8,095,021	6,447,104
Inventories of building materials		242	230
Trade and other receivables		20,438	(339,815)
Trade and other payables		(404,722)	77,056
Late payment charges on loans receivable		122	918
		346,004	(1,884,188)
Mortgage loan repayments and interest received		5,684,342	5,504,390
Mortgage loans granted		(6,006,922)	(5,339,661)
Interest paid on mortgage financing loans		(984,439)	(961,096)
Income tax refund	11	44	1,462
Deferred income received		521,866	530,255
Net cash used in operating activities		(119,089)	(1,828,111)

The accompanying notes form 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 2017

	Note	Group 2016/2017 $'000	Group 2015/2016 $'000
INVESTING ACTIVITIES			
Proceeds from disposal of property, plant and equipment, and investment properties		50,967	34,987
Purchase of property, plant and equipment, and investment properties		(2,021,421)	(2,226,374)
Interest received		1,269	1,048
Dividends received from other investments		769	879
Proceeds from redemption/disposal of other investments		8,983	248
Net cash used in investing activities		(1,959,433)	(2,189,212)
FINANCING ACTIVITIES			
Proceeds from loans payable		37,166,601	31,561,317
Repayment of loans payable		(36,166,837)	(28,108,586)
Interest paid		(768,222)	(634,319)
Government grant received	14	1,857,487	1,193,069
Dividends paid to non-controlling shareholders		(3,086)	(2,063)
Net cash from financing activities		2,085,943	4,009,418
Net increase/(decrease) in cash and cash equivalents		7,421	(7,905)
Cash and cash equivalents at the beginning of year		80,196	88,101
CASH AND CASH EQUIVALENTS AT THE END OF YEAR	16	87,617	80,196

The accompanying notes form part of the financial statements.

HOUSING AND DEVELOPMENT BOARD AND ITS SUBSIDIARIES

NOTES TO THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31 MARCH 2017

1. GENERAL

The Housing and Development Board ("HDB") is a statutory board incorporated under the Housing and Development Act (Cap. 129, 2004 Revised Edition) ("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 address of the HDB is HDB Hub 480, Lorong 6 Toa Payoh, Singapore 310480. The financial statements are expressed in Singapore dollars, which is HDB's functional currency, and rounded to the nearest thousand, unless otherwise stated.

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, industrial properties, car parks, and other amenities in the housing estates.

The principal activities of the subsidiaries are detailed in Note 9 to the financial statements.

The balance sheet, income and expenditure statement, statement of comprehensive income, and statement of changes in capital and reserves of the HDB and the consolidated financial statements of the Group for the year ended 31 March 2017 were authorised for issue by members of its Board on 30 May 2017.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(*a*) *Basis of Accounting and Adoption of New and Revised Standards*

The consolidated financial statements of the Group are 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 Act and Singapore Statutory Board Financial Reporting Standards ("SB-FRS") including related interpretations ("INT SB-FRS") and Guidance Notes.

Interpretations and amendments to published standards effective in 2016

On 1 April 2016, the Group has adopted all the new and revised SB-FRSs, INT SB-FRSs and Guidance Notes that are relevant to its operations. The adoption of these new/revised SB-FRSs, INT SB-FRSs and Guidance Notes did not result in changes to the HDB's accounting policies and has no material effect on the amounts reported for the current or prior years.

New or revised accounting standards and interpretations

At the date of authorisation of these financial statements, the following new/revised SB-FRSs, INT SB-FRSs and Amendments to SB-FRSs that are relevant to the Group and the HDB were issued but not yet effective:

- Amendments to SB-FRS 110 *Consolidated Financial Statements*
- SB-FRS 115 *Revenue from Contracts with Customers*
- SB-FRS 1001 *Accounting and Disclosure for Non-Exchange Revenue*
- SB-FRS 109 *Financial Instruments*

Management has considered and is of the view that the adoption of the above SB-FRSs, INT SB-FRSs and Amendments to SB-FRSs will have no material impact on the financial statements in the period of their initial adoption.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*b*) *Basis of Consolidation*

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. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date on that control ceases.

Where necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies in line with those used by the Group.

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

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.

Total comprehensive income is attributed to non-controlling interests even if this results in the non-controlling interests having a deficit balance.

In the HDB's financial statements, investment in subsidiary is carried at cost less any impairment in net recoverable value that has been recognised in the income and expenditure statement.

(*c*) *Financial Instruments*

Financial assets and financial liabilities are recognised on the Group's balance sheet when the Group becomes a party to the contractual provisions of the instrument.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a financial instrument and of allocating interest income or expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts or payments (including all fees paid or received that form an integral part of the effective interest rate, transaction costs and other premium or discounts) through the expected life of the financial instrument, or where appropriate, a shorter period.

(i) *Financial assets*

The classification of financial assets depends on the nature of the asset and the purpose for which the assets were acquired. Management determines the classification of its financial assets at initial recognition.

Financial assets are initially recognised at fair value plus transaction costs.

Financial assets are presented as current assets, except for those expected to be realised later than 12 months after the balance sheet date which are presented as non-current assets.

Cash and cash equivalents in the statement of cash flows

Cash and cash equivalents in the statement of cash flows comprise fixed deposits and cash on hand and at bank that are readily convertible to a known amount of cash and are subject to an insignificant risk of changes in value.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*c*) *Financial Instruments* (*continued*)

(i) *Financial assets* (*continued*)

Loans and receivables

Loans and receivables are measured at amortised cost using the effective interest method less impairment losses. Interest is recognised by applying the effective interest method.

Available-for-sale investments

Certain shares and debt securities held by the Group are classified as being available for sale and are stated at fair value. Fair value is determined in the manner described in Note 10. Gains and losses arising from changes in fair value are recognised directly in other comprehensive income and accumulated in the fair value reserve with the exception of impairment losses, which are recognised directly in the income and expenditure statement. Where the investment is disposed of or is determined to be impaired, the cumulative gain or loss previously recognised in other comprehensive income is included in the income and expenditure statement for the period. Dividends on available-for-sale equity instruments are recognised in the income and expenditure statement when the Group's right to receive payments is established.

Impairment of financial assets

Financial assets are assessed at the end of each reporting period whether there is objective evidence that a financial asset or a group of financial assets is impaired and an allowance for impairment is recognised when such evidence exists.

(A) *Loans and receivables*

For loans and receivables, the impairment losses are provided based on the Group's assessment of the financial status and past performance of the debtor, availability of collateral, among others.

The carrying amount of these assets is reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. When the asset becomes uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognised against the same line item in income and expenditure statement.

The impairment allowance is reduced through the income and expenditure statement in a subsequent period when the amount of impairment loss decreases and the related decrease can be objectively measured. The carrying amount of the asset previously impaired is increased to the extent that the new carrying amount does not exceed the amortised cost had no impairment been recognised in prior periods.

(B) *Available-for-sale financial assets*

In addition to the objective evidence of impairment described above, a significant or prolonged decline in the fair value of an equity security below its cost is considered as an indicator that the available-for-sale financial asset is impaired.

If any evidence of impairment exists, the cumulative loss that was previously recognised in other comprehensive income is reclassified to the income and expenditure statement. The cumulative loss is measured as the difference between the acquisition cost (net of any principal repayments and amortisation) and the current fair value, less any impairment loss previously recognised as an expense. The impairment losses recognised as an expense on equity securities are not reversed through the income and expenditure statement.

Derecognition of financial assets

The Group derecognises a financial asset when, and only when the contractual rights to the cash flows from the asset expire, or it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*c*) *Financial Instruments* (*continued*)

(ii) *Financial liabilities and equity instruments*

Classification as debt or equity

Financial liabilities and equity instruments issued by the Group are classified according to the substance of the contractual arrangements entered into and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of the Group after deducting all of its liabilities. Equity instruments are recorded at the proceeds received, net of significant direct issue costs.

Financial liabilities

Trade and other payables are initially recognised at fair value, net of significant transaction costs, and are subsequently measured at amortised cost, using the effective interest method.

Financial liabilities are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). Otherwise, they are presented as non-current liabilities.

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 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.

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(*n*)].

Derecognition of financial liabilities

The Group derecognises financial liabilities when, and only when, the Group's obligations are discharged, cancelled or they expire.

(iii) *Offsetting 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.

(*d*) *Leases*

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases.

(i) *The Group as lessor*

Rental income from operating leases is recognised on a straight-line basis over the term of the relevant lease unless another systematic basis is more representative of the time pattern in which use benefit derived from the leased asset is consumed. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised on a straight-line basis over the lease term.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*d*) *Leases* (*continued*)

(ii) The Group as lessee

Rentals payable under operating leases are charged to the income and expenditure statement on a straight-line basis over the term of the relevant lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed.

(*e*) *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.

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

	Years
Land & Buildings	
Leasehold land	Over the lease period up to 99 years
Buildings	Over the lease period up to 60 years
Leasehold properties	30 years
Others	
Plant and machinery	3 to 10 years
Office equipment, furniture, fittings and fixtures	3 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 $2,000 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. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*f*) *Investment Properties*

Investment properties, comprising commercial complexes, industrial properties 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(*e*).

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.

(*g*) *Impairment of Property, Plant and Equipment, Investment Properties, and Investment in Subsidiaries*

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

Recoverable amount is determined in-house using the comparable sales method or the income approach based on contractual or market rents. Valuations based on income approach are further verified with a sampling of market valuations by a professional valuer.

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. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*h*) *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(*r*)]) 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.

(*i*) *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(*r*)]) 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.

(*j*) *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.

(*k*) *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 cumulative grants received from the Government since the establishment of the HDB are disclosed in Note 24 to the financial statements.

(*l*) *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. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*m*) *Revenue Recognition*

Revenue is measured at the fair value of the consideration received or receivable. Revenue is presented, net of estimated customer returns, rebates and other similar allowances.

(i) *Sale Proceeds*

Proceeds (net of CPF Housing Grant [Note 2(*r*)]) from sale of flats, proceeds from sale of other properties and building materials are recognised as income when all the following conditions are satisfied:

- the Group has transferred to the buyer the significant risks and rewards of ownership of the goods;
- the Group retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the economic benefits associated with the transaction will flow to the entity; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

(ii) *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.

(iii) *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(*d*)(i) to the financial statements.

(iv) *Car Park Income*

Season parking fees and licence fees of car parks managed by service providers are recognised on a time proportion basis. Parking coupon income is recognised upon the sale of coupons. Parking fines and other charges are recognised upon receipt of payments. Car park income is from car parks in HDB housing estates, in industrial properties, and in commercial complexes.

(v) *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.

(vi) *Agency and Consultancy Fees*

Agency fees from agency projects and consultancy fees are recognised as income when services are rendered.

(vii) *Dividend Income*

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

All other income are recognised as and when they are earned.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*n*) *Finance Expenses*

(i) *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(*c*)(ii)]. 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.

(ii) *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.

(*o*) *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.

(*p*) *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.

(*q*) *Income Tax*

The HDB is exempt from tax under Section 13(1)(*e*) of the Income Tax Act (Cap. 134, 2008 Revised Edition).

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 for current and prior periods 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 liability is recognised on temporary differences arising on investments in subsidiaries, except where the Group is able to control the timing of the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future.

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. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(*q*) *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.

(*r*) *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 Additional CPF Housing Grant, Special CPF Housing Grant, Citizen Top-Up Grant, and Selective En Bloc Redevelopment Scheme Grant [Note 2(*m*)(i)] disbursed to eligible households for the purchase of flats from HDB are recognised as trade and other receivables on disbursement, and netted off against the sale proceeds on sale of the flat.

The other CPF Housing Grants are recognised as expenses on disbursement to eligible households and reported as other expenses in the income and expenditure statement.

3. CRITICAL ACCOUNTING ESTIMATES 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 and the total outstanding loans receivable.

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 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(*m*)(i)]) 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 12 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:

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Financial Assets				
Loans and receivables (including cash and bank balances)[1]	44,585,638	44,186,906	44,501,806	44,125,647
Available-for-sale securities	28,598	28,757	0	0

[1] Excludes prepayments

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Financial Liabilities (at amortised cost)				
Loans payable	70,501,942	69,519,572	70,501,942	69,530,572
Payables (including amount due to subsidiary)[2]	1,382,050	1,293,105	1,353,223	1,270,553

[2] Excludes downpayment 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

	Group and HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Financial Assets		
Trade receivables		
Gross amounts of recognised financial assets	9,109	29,156
Less:		
Gross amounts of recognised liabilities set off in the balance sheets	(9,001)	(27,937)
Net amounts of assets presented in the balance sheets	108	1,219
Financial Liabilities		
Trade payables		
Gross amounts of recognised financial liabilities	366,708	479,125
Less:		
Gross amounts of recognised assets set off in the balance sheets	(9,001)	(27,937)
Net amounts of liabilities presented in the balance sheets	357,707	451,188

(*c*) *The following sets out the Group's overall business strategies and its risk management philosophy. The Group's overall financial risk management programme seeks to minimise potential adverse effects of financial performance of the Group.*

(i) *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. An allowance for impairment is made in respect of non-performing loans receivable from flats buyers where the collateral held is insufficient to discharge the total loans receivable. 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 other receivables are disclosed in Notes 8 and 15 to the financial statements respectively.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)

(ii) *Market risk*

(A) *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. If the variable interest rate were to increase/decrease by 0.5% (2015/2016: 0.5%) at the end of the reporting period with all other variables held constant, the Group's net deficit before government grant and taxation will be higher/lower by $22.8 million (2015/2016: $27.1 million) respectively.

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.

(B) *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.

(C) *Equity price risk*

The Group is not exposed to significant equity risks arising from equity investments classified as available-for-sale. Available-for-sale equity investments are held for strategic rather than trading purposes. The Group does not actively trade available-for-sale investments. Any reasonably possible changes in prices of available-for-sale 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 10 to the financial statements.

(iii) *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 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.

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 HDB can be contractually required to pay. The adjustment column represents mainly the interest payments which are not included in the carrying amount of the financial liability on the balance sheets.

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)

(iii) *Liquidity risk* (*continued*)

Financial liabilities (*continued*)

	On demand or within 1 year	*Within 1 to 5 years*	*After 5 years*	*Adjustment*	*Total*
	$'000	$'000	$'000	$'000	$'000
Group					
31 March 2017					
Loans payable	13,835,759	30,347,614	37,506,019	(11,187,450)	70,501,942
Payables[(1)]	1,383,866	0	0	0	1,383,866
31 March 2016					
Loans payable	14,655,439	30,647,196	34,788,135	(10,571,198)	69,519,572
Payables[(1)]	1,293,105	0	0	0	1,293,105
HDB					
31 March 2017					
Loans payable	13,835,759	30,346,614	37,507,019	(11,187,450)	70,501,942
Payables (including amount due to subsidiary)[(1)]	1,353,223	0	0	0	1,353,223
31 March 2016					
Loans payable	14,657,439	30,655,196	34,789,135	(10,571,198)	69,530,572
Payables (including amount due to subsidiary)[(1)]	1,270,553	0	0	0	1,270,553

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

(iv) *Fair values of financial assets and financial 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 available-for-sale equity securities are disclosed in the respective notes to financial statements.

The fair values of financial assets (such as available-for-sale 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.

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:

(*a*) quoted prices (unadjusted) in active markets for identical assets or liabilities (Level 1);

4. FINANCIAL RISKS AND MANAGEMENT (*continued*)

(iv) *Fair values of financial assets and financial liabilities* (*continued*)

(*b*) 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) (Level 2); and

(*c*) inputs for the asset or liability that are not based on observable market data (unobservable inputs) (Level 3).

Financial instruments measured at fair value:

	Group	
	Total	Level 1
	$'000	$'000
31 March 2017		
Available-for-sale investments	28,598	28,598
31 March 2016		
Available-for-sale investments	28,757	28,757

(v) *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 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.

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.

(*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.

(*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.

5. CAPITAL AND RESERVES (*continued*)

(*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 and industrial properties were valued at open market values.

The HDB conducted a second valuation for the commercial and industrial 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

	Group							
	Freehold Land	*Leasehold Land*	*Buildings*	*Leasehold Properties*	*Assets under Development*	*Plant and Machinery*	*Office Equipment, Furniture and Vehicles*	*Total*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Cost								
At 1 April 2015	116,748	11,993,008	9,176,836	24,698	3,207,240	9,057	53,020	24,580,607
Additions	1,255	123,766	86,030	0	1,861,050	13	5,184	2,077,298
Disposals/Write-off	0	(55,917)	(12,984)	0	(741)	(827)	(6,824)	(77,293)
Transfer from investment properties	0	41,472	3,582	0	0	0	0	45,054
Transfer (to)/from properties for sale/properties under development	(514)	30,938	30,245	0	4,321	0	0	64,990
Reclassifications	1,709	388,286	870,659	0	(1,260,682)	0	28	0
At 31 March 2016	119,198	12,521,553	10,154,368	24,698	3,811,188	8,243	51,408	26,690,656
Accumulated depreciation and impairment losses								
At 1 April 2015	0	2,508,654	2,327,785	5,721	104	8,631	43,524	4,894,419
Depreciation	0	133,074	172,905	837	0	153	3,958	310,927
Disposals/Write-off	0	(6,184)	(6,604)	0	0	(827)	(6,818)	(20,433)
Transfer from investment properties	0	849	806	0	0	0	0	1,655
Transfer to properties for sale	0	(479)	(883)	0	0	0	0	(1,362)
Reclassifications	0	(2,333)	0	0	2,333	0	0	0
Impairment losses	0	9	11	0	0	0	0	20
Reversal of impairment losses	0	(670)	(261)	0	0	0	0	(931)
At 31 March 2016	0	2,632,920	2,493,759	6,558	2,437	7,957	40,664	5,184,295
Carrying amount								
At 31 March 2016	119,198	9,888,633	7,660,609	18,140	3,808,751	286	10,744	21,506,361

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

	Group							
	Freehold Land	*Leasehold Land*	*Buildings*	*Leasehold Properties*	*Assets under Development*	*Plant and Machinery*	*Office Equipment, Furniture and Vehicles*	*Total*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Cost								
At 1 April 2016	119,198	12,521,553	10,154,368	24,698	3,811,188	8,243	51,408	26,690,656
Additions	1,705	118,301	89,648	0	1,328,740	142	6,980	1,545,516
Disposals/Write-off	(244)	(54,520)	(11,310)	0	(616)	(243)	(8,224)	(75,157)
Transfer from investment properties	0	18,033	1,473	0	0	0	0	19,506
Transfer (to)/from properties for sale/properties under development	(270)	52,216	38,828	0	0	0	0	90,774
Reclassify to other current assets (Note 28)	0	(99,775)	(39,106)	0	0	0	0	(138,881)
Reclassifications within Note 6	1,764	556,272	873,126	0	(1,431,500)	0	338	0
At 31 March 2017	122,153	13,112,080	11,107,027	24,698	3,707,812	8,142	50,502	28,132,414
Accumulated depreciation and impairment losses								
At 1 April 2016	0	2,632,920	2,493,759	6,558	2,437	7,957	40,664	5,184,295
Depreciation	0	140,373	193,568	837	0	144	4,841	339,763
Disposals/Write-off	0	(13,262)	(9,990)	0	0	(243)	(8,210)	(31,705)
Transfer from investment properties	0	5,544	348	0	0	0	0	5,892
Transfer to properties for sale	0	(563)	(1,065)	0	0	0	0	(1,628)
Reclassify to other current assets (Note 28)	0	(25,587)	(14,730)	0	0	0	0	(40,317)
Reclassifications within Note 6	0	104	0	0	(104)	0	0	0
Impairment losses	0	0	39	0	0	0	0	39
At 31 March 2017	0	2,739,529	2,661,929	7,395	2,333	7,858	37,295	5,456,339
Carrying amount								
At 31 March 2017	122,153	10,372,551	8,445,098	17,303	3,705,479	284	13,207	22,676,075

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

	HDB							
	Freehold Land	*Leasehold Land*	*Buildings*	*Leasehold Properties*	*Assets under Development*	*Plant and Machinery*	*Office Equipment, Furniture and Vehicles*	*Total*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Cost								
At 1 April 2015	116,748	11,993,008	9,155,134	24,698	3,207,240	8,868	47,868	24,553,564
Additions	1,255	123,766	83,524	0	1,861,050	3	4,983	2,074,581
Disposals/Write-off	0	(55,917)	(12,984)	0	(741)	(814)	(6,467)	(76,923)
Transfer from investment properties	0	41,472	3,582	0	0	0	0	45,054
Transfer (to)/from properties for sale/properties under development	(514)	30,938	30,245	0	4,321	0	0	64,990
Reclassifications	1,709	388,286	870,659	0	(1,260,682)	0	28	0
At 31 March 2016	119,198	12,521,553	10,130,160	24,698	3,811,188	8,057	46,412	26,661,266
Accumulated depreciation and impairment losses								
At 1 April 2015	0	2,508,654	2,311,338	5,721	104	8,442	39,640	4,873,899
Depreciation	0	133,074	172,389	837	0	151	3,512	309,963
Disposals/Write-off	0	(6,184)	(6,604)	0	0	(814)	(6,463)	(20,065)
Transfer from investment properties	0	849	806	0	0	0	0	1,655
Transfer to properties for sale	0	(479)	(883)	0	0	0	0	(1,362)
Reclassifications	0	(2,333)	0	0	2,333	0	0	0
Impairment losses	0	9	11	0	0	0	0	20
Reversal of impairment losses	0	(670)	(261)	0	0	0	0	(931)
At 31 March 2016	0	2,632,920	2,476,796	6,558	2,437	7,779	36,689	5,163,179
Carrying amount								
At 31 March 2016	119,198	9,888,633	7,653,364	18,140	3,808,751	278	9,723	21,498,087

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

	HDB							
	Freehold Land	*Leasehold Land*	*Buildings*	*Leasehold Properties*	*Assets under Development*	*Plant and Machinery*	*Office Equipment, Furniture and Vehicles*	*Total*
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Cost								
At 1 April 2016	119,198	12,521,553	10,130,160	24,698	3,811,188	8,057	46,412	26,661,266
Additions	1,705	118,301	81,855	0	1,328,740	142	6,817	1,537,560
Disposals/Write-off	(244)	(54,520)	(5,242)	0	(616)	(243)	(7,071)	(67,936)
Transfer from investment properties	0	18,033	1,473	0	0	0	0	19,506
Transfer (to)/from properties for sale/properties under development	(270)	52,216	38,828	0	0	0	0	90,774
Reclassify to other current assets (Note 28)	0	(99,775)	(39,106)	0	0	0	0	(138,881)
Reclassifications within Note 6	1,764	556,272	873,126	0	(1,431,500)	0	338	0
At 31 March 2017	122,153	13,112,080	11,081,094	24,698	3,707,812	7,956	46,496	28,102,289
Accumulated depreciation and impairment losses								
At 1 April 2016	0	2,632,920	2,476,796	6,558	2,437	7,779	36,689	5,163,179
Depreciation	0	140,373	192,729	837	0	142	4,464	338,545
Disposals/Write-off	0	(13,262)	(3,922)	0	0	(243)	(7,066)	(24,493)
Transfer from investment properties	0	5,544	348	0	0	0	0	5,892
Transfer to properties for sale	0	(563)	(1,065)	0	0	0	0	(1,628)
Reclassify to other current assets (Note 28)	0	(25,587)	(14,730)	0	0	0	0	(40,317)
Reclassifications within Note 6	0	104	0	0	(104)	0	0	0
Impairment losses	0	0	39	0	0	0	0	39
At 31 March 2017	0	2,739,529	2,650,195	7,395	2,333	7,678	34,087	5,441,217
Carrying amount								
At 31 March 2017	122,153	10,372,551	8,430,899	17,303	3,705,479	278	12,409	22,661,072

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 HDB for the holding costs of these properties. The reimbursement is recorded in "Recoveries" (Note 20). The net book value of these markets and hawker centres was $424 million (2015/2016: $417 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

	Group	*HDB*
	$'000	$'000
Cost		
At 1 April 2015	6,841,119	6,821,992
Additions	149,076	149,076
Disposals/Write-off	(34,317)	(34,317)
Transfer to property, plant and equipment	(45,054)	(45,054)
At 31 March 2016	6,910,824	6,891,697
Accumulated depreciation and impairment losses		
At 1 April 2015	1,922,139	1,918,252
Depreciation	86,685	86,430
Disposals/Write-off	(9,123)	(9,123)
Transfer to property, plant and equipment	(1,655)	(1,655)
Impairment losses	25,505	25,505
At 31 March 2016	2,023,551	2,019,409
Carrying amount		
At 31 March 2016	4,887,273	4,872,288
Fair value		
At 31 March 2016	18,444,094	18,415,444

7. INVESTMENT PROPERTIES (*continued*)

	Group	*HDB*
	$'000	$'000
Cost		
At 1 April 2016	6,910,824	6,891,697
Additions	475,905	475,905
Disposals/Write-off	(10,810)	(10,810)
Transfer to property, plant and equipment	(19,506)	(19,506)
Reclassify to other current assets (Note 28)	(5,780,538)	(5,780,538)
At 31 March 2017	1,575,875	1,556,748
Accumulated depreciation and impairment losses		
At 1 April 2016	2,023,551	2,019,409
Depreciation	87,898	87,644
Disposals/Write-off	(2,869)	(2,869)
Transfer to property, plant and equipment	(5,892)	(5,892)
Reclassify to other current assets (Note 28)	(1,681,662)	(1,681,662)
Impairment losses	57,040	57,040
At 31 March 2017	478,066	473,670
Carrying amount		
At 31 March 2017	1,097,809	1,083,078
Fair value		
At 31 March 2017	5,926,020	5,895,640

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(*g*) 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 are 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 $681 million (2015/2016: $655 million). Direct operating expenses (including repairs and maintenance) arising from the rental-generating investment properties amounted to $364 million (2015/2016: $362 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

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Loans receivable				
Mortgage loans for flats	39,537,645	38,212,813	39,537,645	38,212,813
Late payment charges for mortgage loans	27,306	27,560	27,306	27,560
Staff loans	103	75	0	0
	39,565,054	38,240,448	39,564,951	38,240,373
Deferred receivable				
Upgrading costs due from lessees	82,786	71,115	82,786	71,115
	39,647,840	38,311,563	39,647,737	38,311,488
Less:				
Allowance for impairment losses	(30,480)	(45,848)	(30,480)	(45,848)
Balance as at 31 March	39,617,360	38,265,715	39,617,257	38,265,640
Represented by amount receivable:				
Within 1 year	2,526,143	2,451,657	2,526,122	2,451,635
Later than 1 year but not more than 2 years	2,248,975	2,184,000	2,248,953	2,183,986
Later than 2 years but not more than 5 years	6,563,899	6,461,236	6,563,853	6,461,206
Later than 5 years	28,278,343	27,168,822	28,278,329	27,168,813
	37,091,217	35,814,058	37,091,135	35,814,005
	39,617,360	38,265,715	39,617,257	38,265,640

The mortgage loans are granted to the buyers of flats under the public housing schemes (Note 17) 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 movements in allowance for impairment losses on loans receivable for the Group are as follows:

	Group and HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Balance as at 1 April	45,848	55,635
Reversal in allowance for impairment losses	(194)	(348)
Bad debts written off against allowance	(15,174)	(9,439)
Balance as at 31 March	30,480	45,848

8. LOANS RECEIVABLE (*continued*)

Interest rates and repayment terms on the loans are:

	Interest rate (per annum)	*Repayment term*
Mortgage loans granted to lessees for purchase of flats under public housing schemes	2.60% to 3.38% (2015/2016: 2.60% to 3.38%)	Up to 30 years
Loans granted to staff	4.25% (2015/2016: 4.25%)	Up to 7 years
Upgrading costs due from flat lessees	2.60% to 3.38% (2015/2016: 2.60% to 3.38%)	Up to 25 years
Upgrading costs due from shop lessees	5.00% (2015/2016: 5.00% to 6.75%)	Up to 5 years

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.

A credit assessment based on objective criteria is carried out for loans granted. The loans are secured by the flats that are sold. Loans that are past due but not impaired as at the year end amounted to $5,934 million (2015/2016: $5,443 million). No allowance for impairment losses has been made on these loans receivable, as the market value of the collateral is higher than the loans receivable. The average age of these loans receivable is 6.6 months (2015/2016: 6.8 months).

In determining the recoverability of the loans receivable, the HDB considers any change in credit quality of the loan, the duration of the loan in arrears, and the market value of the collateral as at the reporting date. Accordingly, an allowance of $30 million (2015/2016: $46 million) representing 0.08% (2015/2016: 0.12%) of the total loans receivable had been made. Management is of the opinion that adequate impairment losses have been made.

9. INVESTMENT IN SUBSIDIARIES

	HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Subsidiary		
E M Services Pte Ltd[(a)] (unquoted equity shares at cost)	1,500	1,500

9. INVESTMENT IN SUBSIDIARIES (*continued*)

	Principal activities	Country of incorporation	Percentage of equity held	
			31 March 2017	31 March 2016
			%	%
Subsidiary of the HDB				
E M Services Pte Ltd[a]	Property management and engineering services	Singapore	75	75
Subsidiaries of E M Services Pte Ltd				
E M Property Management Pte Ltd[a]	Property management	Singapore	100	100
Property Inc. Pte Ltd[a]	Real estate agency	Singapore	100	100

[a] Audited by PricewaterhouseCoopers LLP.

10. AVAILABLE-FOR-SALE INVESTMENTS

	Group	
	31 March 2017	31 March 2016
	$'000	$'000
Current investments:		
Available-for-sale debt securities (quoted), at fair value	6,026	0
Non-current investments:		
Available-for-sale equity securities (quoted), at fair value	14,008	15,011
Available-for-sale debt securities (quoted), at fair value	8,564	13,746
	22,572	28,757
	28,598	28,757

The fair value of investments in quoted available-for-sale investments is based on the quoted closing market prices on the last market day of the financial year.

The investments in quoted debt securities have effective interest rates ranging from 2.45% to 6.00% per annum (2015/2016: 2.45% to 6.00%).

11. INCOME TAX

(*a*) *Income tax expense*

	Group	
	31 March 2017	*31 March 2016*
	$'000	$'000
Tax expense attributable to profit is made up of:		
— Current income tax	3,476	61
— Deferred income tax	(737)	1,968
	2,739	2,029
Over provision in prior financial years		
— Current income tax	(77)	(1,543)
— Deferred income tax	(177)	(701)
	2,485	(215)
Reconciliation of effective tax rate:		
Net surplus before taxation	12,444	2,836
Less:		
Net deficit of HDB excluding intra-group transactions	4,336	9,292
Net surplus subject to taxation	16,780	12,128
Tax at statutory rate of 17% (2015/2016: 17%)	2,853	2,062
Expenses not deductible for tax purpose	398	341
Income not subject to tax	0	(30)
Statutory stepped income exemption	(52)	(52)
Tax concession and rebates	(457)	(292)
Overprovision of current income tax in prior years	(77)	(1,543)
(Over)/Under provision of deferred tax in prior years due to:		
— Capital allowances	(194)	(645)
— Tax losses	17	(56)
Others	(3)	0
	2,485	(215)

11. INCOME TAX (*continued*)

(*b*) *Movements in provision for income tax*

	Group	
	31 March 2017	*31 March 2016*
	$'000	$'000
Balance as at 1 April	61	81
Charge for the year	3,476	61
Income tax refund	44	1,462
Overprovision in respect of prior years	(77)	(1,543)
Balance as at 31 March	3,504	61

(*c*) *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:

	Deferred tax liabilities	*Deferred tax assets*		*Deferred tax assets/ (liabilities)*
	Capital allowances	*Accrued operating expenses*	*Tax losses*	*Total*
	$'000	$'000	$'000	$'000
Group				
At 1 April 2015	(2,267)	366	8	(1,893)
Credited/(Charged) to profit or loss	(1,397)	21	109	(1,267)
At 31 March 2016	(3,664)	387	117	(3,160)
Credited/(Charged) to profit or loss	1,019	12	(117)	914
At 31 March 2017	(2,645)	399	0	(2,246)

12. PROPERTIES UNDER DEVELOPMENT

	Group and HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Land	14,569,737	16,157,082
Buildings	5,280,327	5,633,018
Upgrading works	21,685	24,433
	19,871,749	21,814,533
Less:		
Provision for foreseeable loss [Note 2(*h*)]	(4,413,752)	(5,255,197)
Balance as at 31 March	15,457,997	16,559,336

13. PROPERTIES FOR SALE

	Group and HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Cost of properties	3,031,245	2,790,670
Less:		
Provision for foreseeable loss [Note 2(*i*)]	(466,295)	(279,890)
Balance as at 31 March	2,564,950	2,510,780

14. GOVERNMENT GRANT RECEIVABLE

	Group and HDB	
	31 March 2017	*31 March 2016*
	$'000	$'000
Balance as at 1 April	4,386,403	3,943,148
Less:		
Amount received	(1,857,487)	(1,193,069)
	2,528,916	2,750,079
Government grant for the current year	1,193,960	1,636,324
Balance as at 31 March	3,722,876	4,386,403

The government grant for the current year covers the deficit to be financed by the Government under the existing financing arrangement [Note 2(*k*)].

15. TRADE AND OTHER RECEIVABLES

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Trade receivables	1,099,906	1,419,766	1,083,444	1,400,347
Less:				
Allowance for impairment losses	(15,205)	(14,419)	(15,205)	(14,419)
	1,084,701	1,405,347	1,068,239	1,385,928
Other receivables	59,463	33,448	51,965	29,639
Less:				
Allowance for impairment losses	(24)	(24)	(24)	(24)
	59,439	33,424	51,941	29,615
Prepayments and deferred costs	33,022	38,387	12,565	13,832
Deposits	896	1,308	588	519
Balance as at 31 March	1,178,058	1,478,466	1,133,333	1,429,894

15. TRADE AND OTHER RECEIVABLES (*continued*)

Included in the Group's trade receivables balance is the CPF Housing Grant of $831 million (2015/2016: $780 million) that had been disbursed to eligible households for the purchase of flats from HDB. The CPF Housing Grant disbursed in the current year amounted to $323 million (2015/2016: $235 million). The amount disbursed will be offset against the sale proceeds on sale of the flat [Notes 2(*m*)(i) & 2(*r*)].

Also included in the Group's trade receivables balance are debtors with a carrying amount of $36 million (2015/2016: $35 million) which are past due as at the reporting date and no allowance for impairment losses is made. The balances are still considered fully recoverable. The average age of these receivables is 5.3 months (2015/2016: 4.3 months). The Group does not hold any collateral over these balances.

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 concentration of credit risk is limited due to the large and unrelated customer base. Accordingly, management believes that there is no further credit provision required in excess of the allowance for impairment losses.

The movements in allowance for impairment losses on trade and other receivables for the Group and HDB are as follows:

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Balance as at 1 April	14,443	11,524	14,443	11,524
Allowance for impairment losses	7,590	7,998	7,590	7,998
Bad debts written off against allowance	(6,804)	(5,079)	(6,804)	(5,079)
Balance as at 31 March	15,229	14,443	15,229	14,443

16. CASH AND BANK BALANCES

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Cash and bank balances	58,731	82,182	39,227	55,885
Fixed deposits	41,635	12,527	1,678	1,657
Balance as at 31 March	100,366	94,709	40,905	57,542
Less:				
Funds held in trust	(12,749)	(14,513)	(11,720)	(14,225)
Cash and cash equivalents as at 31 March	87,617	80,196	29,185	43,317

Amount held in trust comprises mainly monies maintained by the Group with financial institutions on behalf of its principal for agency projects, fixed deposits placed on behalf of Club HDB, funds held for management of joint research projects and funds held for management of properties.

Cash and bank balances comprise cash and short-term bank deposits held by the Group, which includes bank balances 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 in trust at the financial year end, bear average effective interest of 0.64% (2015/2016: 0.69%) per annum and for a tenure from 1 to 3 months (2015/2016: 1 to 3 months).

17. LOANS PAYABLE

	Group		HDB	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Government loans				
Housing development loans	4,556,703	5,423,875	4,556,703	5,423,875
Mortgage financing loans	39,531,549	38,212,817	39,531,549	38,212,817
Upgrading financing loans	46,922	45,151	46,922	45,151
	44,135,174	43,681,843	44,135,174	43,681,843
Bonds				
Principal	22,807,000	20,104,000	22,810,000	20,115,000
Unamortised transaction cost	(34,099)	(38,485)	(34,099)	(38,485)
	22,772,901	20,065,515	22,775,901	20,076,515
Bank loans	3,339,500	5,480,000	3,336,500	5,480,000
	70,247,575	69,227,358	70,247,575	69,238,358
Interest payable	254,367	292,214	254,367	292,214
Balance as at 31 March	70,501,942	69,519,572	70,501,942	69,530,572
Represented by amount payable:				
Within 1 year	12,192,825	13,057,676	12,192,825	13,059,676
Later than 1 year but not more than 2 years	7,052,418	8,479,906	7,052,418	8,485,906
Later than 2 years but not more than 5 years	18,433,086	17,534,546	18,432,086	17,536,546
Later than 5 years	32,823,613	30,447,444	32,824,613	30,448,444
	58,309,117	56,461,896	58,309,117	56,470,896
	70,501,942	69,519,572	70,501,942	69,530,572
Fair value of bonds	23,139,582	20,676,549	23,142,656	20,687,671

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 financial instruments 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 except for an amount of $3 million (2015/2016: $Nil) obtained by the subsidiary which is secured over the subsidiary's property, plant and equipment with carrying amounts of $5 million (Note 6).

The loans and bonds are denominated in Singapore dollars.

17. LOANS PAYABLE (*continued*)

The average effective interest rates paid and repayment terms on the loans are:

	Interest rate (per annum)	*Repayment term*
Housing development loans	3.14% to 4.50% (2015/2016: 3.63% to 4.50%)	10 years, 20 years
Mortgage financing loans	2.50% to 3.28% (2015/2016: 2.50% to 3.28%)	Up to 30 years
Upgrading financing loans	2.50% (2015/2016: 2.50%)	10 years
Bank loans (unsecured)	0.67% to 1.15% (2015/2016: 0.90% to 1.51%)	Within 1 year
Bank loans (secured)	2.17% to 2.21% (2015/2016: Nil)	3 years

Bonds are issued to finance the HDB's development programmes and working capital requirements. The bonds are as follows:

Series number	*Principal* $M	*Coupon Rate (%)* (per annum)	*Effective Interest Rate (%)* (per annum)	*Tenure*	*Maturity*
022	150	3.350	3.350	12 years	11 June 2019
024	300	3.630	3.630	15 years	27 February 2023
026	300	3.950	3.950	10 years	15 July 2018
032	465	2.000	2.023	7 years	3 November 2017
034	500	3.140	3.162	10 years	18 March 2021
037	600	2.815	2.871	10 years	26 July 2021
039	650	1.950	1.983	10 years	22 September 2021
040	600	1.830	1.851	7 years	21 November 2018
042	360	1.165	1.186	5 years	24 April 2017
043	800	2.185	2.207	10 years	25 April 2022
044	500	1.520	1.573	7 years	18 June 2019
045	585	2.505	2.558	12 years	27 June 2024
046	450	1.110	1.203	5 years	30 August 2017
047	500	2.088	2.155	10 years	30 August 2022
049	1,200	1.230	1.3129	5 years	30 January 2018
053	500	1.368	1.389	5 years	29 May 2018
055	1,450	2.365	2.580	5 years	19 September 2018
056	1,500	1.875	2.137	4 years	13 November 2017
057	600	3.948	4.015	15 years	29 January 2029
058	750	3.008	3.053	7 years	26 March 2021
059	675	2.223	2.255	5 years	28 May 2019
060	900	3.100	3.144	10 years	24 July 2024
061	500	2.288	2.309	5 years	19 September 2019
062	600	3.220	3.223	12 years	1 December 2026
063	1,200	2.100	2.1212	5 years	3 November 2020
064	1,000	2.500	2.5219	7 years	29 January 2023
066	675	1.750	1.7601	5 years	26 April 2021

17. LOANS PAYABLE (*continued*)

Series number	*Principal*	*Coupon Rate (%)*	*Effective Interest Rate (%)*	*Tenure*	*Maturity*
	$M	(per annum)	(per annum)		
067	700	2.545	2.5668	15 years	4 July 2031
068	700	1.470	1.5013	5 years	19 July 2021
069	700	1.910	1.9235	7 years	10 August 2023
070	600	2.035	2.0626	10 years	16 September 2026
071	900	2.220	2.2413	5 years	22 November 2021
073	900	2.233	2.2750	5 years	21 February 2022

18. TRADE AND OTHER PAYABLES

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Trade payables	1,236,183	1,159,189	1,208,780	1,136,182
Downpayment deposits and advances	1,409,036	1,905,116	1,409,036	1,905,116
Other deposits	145,867	133,916	144,269	133,916
Deferred income (Note 19)	157,608	145,815	156,933	145,815
Provisions	20,675	20,025	20,008	20,025
	2,969,369	3,364,061	2,939,026	3,341,054

Provision was mainly 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 HDB are:

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Balance as at 1 April	20,025	20,054	20,025	20,054
Provisions made/(reversed)	650	(29)	(17)	(29)
Balance as at 31 March	20,675	20,025	20,008	20,025

19. DEFERRED INCOME

	Group		*HDB*	
	31 March 2017	*31 March 2016*	*31 March 2017*	*31 March 2016*
	$'000	$'000	$'000	$'000
Within 1 year (Note 18)	157,608	145,815	156,933	145,815
After 1 year but within 5 years	398,771	341,340	398,297	341,340
After 5 years	1,627,256	1,328,203	1,627,256	1,328,203
	2,026,027	1,669,543	2,025,553	1,669,543
	2,183,635	1,815,358	2,182,486	1,815,358

Deferred income relates principally to amount received in advance in respect of operating leases of land, commercial properties, industrial properties, and flats [Note 2(*d*)].

20. INCOME

	Group		HDB	
	2016/2017	2015/2016	2016/2017	2015/2016
	$'000	$'000	$'000	$'000
Interest income	1,030,771	1,007,454	1,030,050	1,006,734
Rental and related income	1,304,671	1,238,100	1,285,475	1,224,446
Car park income	657,088	596,205	657,650	596,667
Recoveries for upgrading and others	58,955	93,926	58,955	93,926
Levy on resale flats and sales premium	139,035	106,373	139,035	106,373
Agency and consultancy fees	187,666	154,947	63,158	46,221
Gain on disposal of assets	40,124	990	40,358	992
Investment income	719	1,055	9,257	6,188
Fees and other income	96,984	97,416	94,703	95,036
	3,516,013	3,296,466	3,378,641	3,176,583

Investment income includes:

	Group		HDB	
	2016/2017	2015/2016	2016/2017	2015/2016
	$'000	$'000	$'000	$'000
(Loss)/Gain on disposal of investments	(50)	176	0	0
Dividend from:				
— Unquoted subsidiary	0	0	9,257	6,188
— Others	769	879	0	0

21. FINANCE EXPENSES

	Group		HDB	
	2016/2017	2015/2016	2016/2017	2015/2016
	$'000	$'000	$'000	$'000
Interest expense:				
— Government loans	1,193,253	1,184,526	1,193,253	1,184,526
— Bank loans	35,846	46,724	35,811	46,724
— Bonds	485,715	439,647	485,843	439,827
Less:	1,714,814	1,670,897	1,714,907	1,671,077
Interest capitalised in properties and assets under development (Notes 6, 7, and 12)	(400,616)	(409,029)	(400,616)	(409,029)
Bond transaction cost amortisation	12,453	13,004	12,453	13,004
	1,326,651	1,274,872	1,326,744	1,275,052

During the financial year, interest capitalised as properties and assets under development amounted to $401 million (2015/2016: $409 million) at an average capitalisation rate of 2.43% (2015/2016: 2.43%).

22. EXPENSES BY NATURE

Expenses include the following:

	Group		HDB	
	2016/2017	*2015/2016*	*2016/2017*	*2015/2016*
	$'000	$'000	$'000	$'000
Cost of sales before net (decrease)/ increase in provision for foreseeable loss	8,522,929	6,784,451	8,522,929	6,784,451
Provision for foreseeable loss for properties under development/ for sale	625,459	1,174,289	625,459	1,174,289
Release of foreseeable loss provided in previous years, upon sale	(1,280,499)	(510,518)	(1,280,499)	(510,518)
Net (decrease)/increase in provision for foreseeable loss	(655,040)	663,771	(655,040)	663,771
Upgrading	441,655	587,921	441,655	587,921
Improvements and demolition	254,420	225,306	254,420	225,306
Depreciation	427,661	397,612	426,189	396,394
Property tax	142,490	140,661	142,361	140,560
Impairment losses on investments	102	453	0	0
Impairment losses on property, plant and equipment and investment properties	57,079	25,524	57,079	25,524
Reversal of impairment losses on property, plant and equipment and investment properties	0	(931)	0	(931)
Allowance for impairment losses on loans receivable and debtors	7,396	7,650	7,396	7,650
Bad debts written off	345	80	345	80
Operating lease expenses	27,599	19,111	15,967	10,445
Manpower costs (Note 23)	681,498	662,564	607,203	593,929
Manpower costs and overheads capitalised in:				
— properties and assets under development	(37,949)	(40,131)	(37,949)	(40,131)
— inventories of building materials	(1,267)	(1,344)	(1,267)	(1,344)
CPF Housing Grant [Note 2(*r*)]	300,077	211,562	300,077	211,562

23. MANPOWER COSTS

	Group		HDB	
	2016/2017	*2015/2016*	*2016/2017*	*2015/2016*
	$'000	$'000	$'000	$'000
Salaries and bonuses	586,318	572,600	521,467	512,589
Contribution to CPF	72,296	67,655	64,299	60,304
Staff benefits	11,424	11,140	10,445	10,284
Training/development costs and others	11,460	11,169	10,992	10,752
	681,498	662,564	607,203	593,929

24. GOVERNMENT GRANT

Cumulative grant from the Government since the establishment of the HDB in 1960 amounts to:

	HDB	
	2016/2017	*2015/2016*
	$'000	$'000
Total grant as at 1 April	28,301,590	26,665,266
Grant for the financial year (Note 14)	1,193,960	1,636,324
Total grant as at 31 March	29,495,550	28,301,590

25. SIGNIFICANT RELATED PARTY TRANSACTIONS

Some of HDB's transactions and arrangements are with related parties and the effect of these on the basis determined between the parties is reflected in these financial statements. The balances are unsecured, interest-free and repayable on demand unless otherwise stated.

The Group had the following significant transactions with its supervisory Ministry, MND, and other related parties during the year:

	Group and HDB	
	2016/2017	*2015/2016*
	$'000	$'000
(i) *HDB's transactions with:*		
Subsidiaries		
Property management	(546)	(432)
Mechanical and electrical services	(1,815)	(2,424)
Rental income	1,479	1,431
Singapore Land Authority, as an agent for Ministry of Law		
Purchase of land	(3,874,757)	(4,350,753)
Proceeds from return of land, flats, and other properties to Government	71,940	51,412
Agency fee and other income	9,183	12,522
Temporary occupation licence fees	(6,990)	(7,165)
Ministry of National Development		
Agency fee and other income	54,771	40,882
National Environment Agency		
Recoveries	17,372	16,779
People's Association		
Rental income and others	1,660	1,631
Central Provident Fund Board		
Agency fee	(880)	(1,045)
Council for Estate Agencies		
Consultancy and support services fees	484	529
Ministry of Social and Family Development		
Rental income	3,768	1,722

25. SIGNIFICANT RELATED PARTY TRANSACTIONS (*continued*)

	Group and HDB	
	2016/2017	*2015/2016*
	$'000	$'000
Ministry of Health		
Agency fee income	1,183	1,479
Land Transport Authority		
Agency fee income	1,384	253
Other Ministries and Statutory Boards		
Rental income and others	526	481
Town Councils		
Operating fee for car park maintenance	(56,491)	(53,561)
Electrical upgrading works expenses and others	(27,796)	(41,407)
(ii) *Subsidiaries' transactions with:*		
Ministries, Town Councils and Statutory Boards		
Estate management agency fee income	117,798	102,283
Rental of premises	(10,792)	(6,590)
Amounts due to related parties as at 31 March	148,389	419,283
Amounts due from related parties as at 31 March	142,190	374,566

The outstanding amounts are unsecured. There are no guarantees provided or received in respect of the related party balances. For 2016/2017, the Group had not made any allowance for impairment relating to amounts owed by related parties (2015/2016: $Nil).

(iii) *Board Member and Key Management Personnel Remuneration*

The remuneration of Board Members/Directors and key management personnel during the year were as follows:

	Group		*HDB*	
	2016/2017	*2015/2016*	*2016/2017*	*2015/2016*
	$'000	$'000	$'000	$'000
Board Members' and Directors' fees	327	309	219	219
Salaries and other short-term employee benefits	8,369	8,209	7,940	7,865
Contribution to CPF	299	268	282	254
	8,995	8,786	8,441	8,338

26. 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 and industrial 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.

26. SEGMENTAL INFORMATION (*continued*)

2015/2016

	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	6,493	0	236	0	0	0	6,729	0	0	0	0	6,729
Less: CPF Housing Grant [Notes 2(*m*)(i) & 2(*r*)]	(208)	0	0	0	0	0	(208)	0	0	0	0	(208)
Net sale proceeds	6,285	0	236	0	0	0	6,521	0	0	0	0	6,521
Cost of sales before net increase in provision for foreseeable loss	(6,561)	0	(201)	0	0	(22)	(6,784)	0	0	0	0	(6,784)
Gross (loss)/profit on sales	(276)	0	35	0	0	(22)	(263)	0	0	0	0	(263)
Net increase in provision for foreseeable loss	(664)	0	0	0	0	0	(664)	0	0	0	0	(664)
Gross (loss)/profit after net increase in provision for foreseeable loss	(940)	0	35	0	0	(22)	(927)	0	0	0	0	(927)
External income:												
Interest income	0	2	0	0	1,004	0	1,006	0	0	0	0	1,006
Other income	181	77	596	60	3	0	917	1,197	176	0	1,373	2,290
Inter-segment	0	0	(25)	0	0	25	0	11	9	(20)	0	0
Total income	181	79	571	60	1,007	25	1,923	1,208	185	(20)	1,373	3,296
Net deficit before government grant and taxation	(1,179)	(575)	(404)	(70)	(33)	10	(2,251)	597	37	(16)	618	(1,633)
Government grant												1,636
Net surplus before taxation and transfer to reserves												3
Taxation												0
Net surplus for the year before transfer to reserves												3

26. SEGMENTAL INFORMATION (*continued*)

2015/2016	*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
Segment expenses include:												
Finance expenses	(53)	(1)	(137)	(9)	(969)	0	(1,169)	(98)	(8)	0	(106)	(1,275)
CPF Housing Grant [Note 2(*r*)]	(212)	0	0	0	0	0	(212)	0	0	0	0	(212)
Upgrading	0	(574)	0	(9)	0	0	(583)	(5)	0	0	(5)	(588)
Improvements and demolition	(5)	2	(155)	0	0	(4)	(162)	(63)	0	0	(63)	(225)
Depreciation	(27)	0	(164)	(55)	0	0	(246)	(142)	(10)	0	(152)	(398)
Impairment losses on property, plant and equipment and investment properties	0	0	0	0	0	0	0	(26)	0	0	(26)	(26)
Reversal of impairment losses on property, plant and equipment	0	0	0	0	0	0	0	1	0	0	1	1
Allowance for impairment losses on loans receivable and debtors	0	0	0	(6)	0	0	(6)	(2)	0	0	(2)	(8)
Assets and liabilities												
Segment assets	22,361	91	10,330	4,088	38,270	0	75,140	9,020	1,025	0	10,045	85,185
Government grant receivable												4,386
Unallocated assets												190
Total assets												89,761
Segment liabilities	20,354	213	6,885	1,074	38,607	0	67,133	6,529	746	0	7,275	74,408
Unallocated liabilities												148
Total liabilities												74,556
Capital additions	491	0	579	378	0	0	1,448	772	6	0	778	2,226

26. SEGMENTAL INFORMATION (*continued*)

2016/2017	*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	7,480	0	130	0	0	0	7,610	3	0	0	3	7,613
Less: CPF Housing Grant [Notes 2(*m*)(i) & 2(*r*)]	(271)	0	0	0	0	0	(271)	0	0	0	0	(271)
Net sale proceeds	7,209	0	130	0	0	0	7,339	3	0	0	3	7,342
Cost of sales before net decrease in provision for foreseeable loss	(8,405)	0	(103)	0	0	(15)	(8,523)	0	0	0	0	(8,523)
Gross (loss)/profit on sales	(1,196)	0	27	0	0	(15)	(1,184)	3	0	0	3	(1,181)
Net decrease in provision for foreseeable loss	655	0	0	0	0	0	655	0	0	0	0	655
Gross (loss)/profit after net decrease in provision for foreseeable loss	(541)	0	27	0	0	(15)	(529)	3	0	0	3	(526)
External income:												
Interest income	0	3	0	0	1,027	0	1,030	0	1	0	1	1,031
Other income	222	41	654	63	4	0	984	1,288	213	0	1,501	2,485
Inter-segment	0	0	(18)	0	0	18	0	11	12	(23)	0	0
Total income	222	44	636	63	1,031	18	2,014	1,299	226	(23)	1,502	3,516
Net deficit before government grant and taxation	(861)	(482)	(428)	(79)	(26)	10	(1,866)	641	63	(20)	684	(1,182)
Government grant												1,194
Net surplus before taxation and transfer to reserves												12
Taxation												(2)
Net surplus for the year before transfer to reserves												10

26. SEGMENTAL INFORMATION (*continued*)

2016/2017	*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
Segment expenses include:												
Finance expenses	(77)	(1)	(146)	(16)	(989)	0	(1,229)	(98)	0	0	(98)	(1,327)
CPF Housing Grant [Note 2(*r*)]	(300)	0	0	0	0	0	(300)	0	0	0	0	(300)
Upgrading	0	(431)	0	(3)	0	0	(434)	(8)	0	0	(8)	(442)
Improvements and demolition	0	(11)	(157)	(3)	0	(3)	(174)	(80)	0	0	(80)	(254)
Depreciation	(36)	0	(173)	(61)	0	0	(270)	(147)	(11)	0	(158)	(428)
Impairment losses on property, plant and equipment and investment properties	0	0	0	0	0	0	0	(57)	0	0	(57)	(57)
Allowance for impairment losses on loans receivable and debtors	0	0	0	(7)	0	0	(7)	0	0	0	0	(7)
Assets and liabilities												
Segment assets	21,872	120	10,613	4,290	39,555	0	76,450	9,610	844	0	10,454	86,904
Government grant receivable												3,723
Unallocated assets												58
Total assets												90,685
Segment liabilities	19,788	214	6,731	1,288	39,615	0	67,636	7,160	562	0	7,722	75,358
Unallocated liabilities												145
Total liabilities												75,503
Capital additions	524	0	415	335	0	0	1,274	734	13	0	747	2,021

27. COMMITMENTS

(*a*) *Building project commitments*

The following commitments for building projects are not recognised in the financial statements:

	Group and HDB	
	2016/2017	*2015/2016*
	$'000	$'000
Authorised and contracted for	7,365,259	7,726,473
Authorised but not contracted for	2,448,419	2,944,377
	9,813,678	10,670,850

(*b*) *Operating lease arrangements — where the Group is a lessor*

The Group leases out its properties to non-related parties. The future minimum lease receivables under non-cancellable operating leases contracted for at the balance sheet date but not recognised as receivables, are as follows:

	Group		*HDB*	
	2016/2017	*2015/2016*	*2016/2017*	*2015/2016*
	$'000	$'000	$'000	$'000
Within 1 year	170,235	180,266	161,758	173,151
After 1 year but within 5 years	289,423	318,711	287,444	315,659
After 5 years	345,389	296,829	345,389	296,829
	805,047	795,806	794,591	785,639

(*c*) *Operating lease arrangements — where the Group is a lessee*

The Group leases equipment and properties from non-related parties. The future minimum lease payments under non-cancellable operating leases contracted for at the end of reporting period but not recognised as liabilities, are as follows:

	Group		*HDB*	
	2016/2017	2015/2016	2016/2017	2015/2016
	$'000	$'000	$'000	$'000
Within 1 year	17,861	17,224	6,564	6,254
After 1 year but within 5 years	20,942	28,370	11,476	14,416
After 5 years	0	1,011	0	1,011
	38,803	46,605	18,040	21,681

28. TRANSFER OF HDB'S INDUSTRIAL PROPERTIES AND LAND TO JTC CORPORATION

In the first quarter of 2018, some 10,000 industrial units and 500 industrial land leases under the HDB will be transferred to JTC Corporation ("JTC"). The consolidation of all public sector industrial land and properties under a single government agency will enable the Government to better support industrialists, in particular small and medium enterprises, in their business growth. As at 31 March 2017, the carrying amount of the industrial land and buildings is $4.2 billion. These assets will be transferred to JTC in 2018 and are reclassified as current assets.

	Group and HDB
	$'000
Cost at 31 March 2017	5,919,419
Accumulated depreciation and impairment losses at 31 March 2017	(1,721,979)
Carrying amount at 31 March 2017	4,197,440
Fair value at 31 March 2017	11,600,442

29. 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, a Design, Build and Sell Scheme flat, or an Executive Condominium.

The policy is estimated to have a financial effect of $82 million (2015/2016: $72 million). Given the uncertainty on the eventuality of SPR/SC households fulfilling the eligibility criteria (and therefore the timing and quantum of the obligation), no provision has been made in respect of this policy.