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THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

DATE OF COMMENCEMENT

In exercise of the powers conferred by section 1 of the Housing Development (Control and Licensing) Ordinance, 2013 [*Cap. 69*], the Minister appoints the 1st day of November, 2014, as the date on which the Ordinance shall come into force.

Dated this 16th day of October, 2014.

DATUK AMAR ABANG HAJI ABDUL RAHMAN ZOHARI  
BIN TUN ABANG HAJI OPENG,  
*Minister for Housing*  
*Sarawak*

KP/SUL/H/4(Jld. 2)(8)

Sarawak LawNet

Swk. L.N. 105

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT  
(CONTROL AND LICENSING) REGULATIONS, 2014

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THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT  
(CONTROL AND LICENSING) REGULATIONS, 2014

In exercise of the powers conferred by section 67 of the Housing Development (Control and Licensing) Ordinance, 2013 [*Cap. 69*], the Minister has made the following Regulations:

PART I

PRELIMINARY

**Citation and commencement**

1.—(1) These Regulations may be cited as the **Housing Development (Control and Licensing) Regulations, 2014**, and shall come into force on the 1st day of November, 2014.

**Interpretation**

2.—(1) In these Regulations—

“advertisement” means any notification of housing development—

(a) published in any newspaper, journal or magazine, or in the form of a circular, pamphlet, brochure or in any other form;

(b) displayed on any hoarding, boarding, roof, wall, paling, fence, frame, signboard, plate, cloth, bar, pillar, post, wire, casing or other structure or contrivance;

(c) conveyed by means of films, broadcast sound receivers, television receivers or other electronic media; or

(d) conveyed by other means oral or written and whether of the same kind or not as set out in paragraphs (a) to (c);

“Appropriate Authority” means any authority for the time being authorized under any written law in force to approve building plans, subdivision of land, subdivision of buildings, the issue of documents of title and to enforce building by-laws or regulations;

“charge” means charge as defined in section 2 of the Land Code [*Cap. 81 (1958 Ed.)*];

“contract of sale” means the Sale and Purchase Agreement prescribed under regulation;

“estimated cost of development” means cost of development of a housing development and includes the cost of land, financial costs, overhead costs, and all other expenditures necessary for the completion of the housing development;

“Housing Development Account” means the Housing Development Account opened and maintained under section 12 of the Ordinance;

“land” means the land on which a housing developer proposes to erect, or on which he is erecting, housing accommodation, and includes the land appurtenant to the housing accommodation;

“Ordinance” means the Housing Development (Control and Licensing) Ordinance, 2013 [*Cap. 69*];

“proprietor” has the same meaning as assigned to it in the Land Code [*Cap. 81 (1958 Ed.)*];

“subdivided building” has the same meaning as assigned to it in the Strata Titles Ordinance, 1995 [*Cap. 18*];

“subdivisional portion” means a portion of the land originally comprised in one document of title which has been subdivided pursuant to Part X of the Land Code [*Cap. 81 (1958 Ed.)*].

(2) Reference in these Regulations to any Act or Ordinance shall be construed to include any modification, re-enactment or substitution of those Act or Ordinance for the time being in force.

## PART II

### APPLICATION FOR LICENCE

#### Application for a licence

3.—(1) An applicant for a licence under section 6(4) of the Ordinance shall—

(a) submit his application in the form as may be prescribed by the Controller together with documents as are specified in the Schedule to the Ordinance; and

(b) supply such other relevant particulars or information as may be required by the Controller.

(2) The licence applied for under section 6 of the Ordinance shall not be granted unless—

(a) where the application is made by a company, the applicant has—

(i) an issued and paid up capital of not less than one hundred thousand ringgit; and

(ii) made a deposit with the Controller in accordance with regulation 13; or

(b) where the application is made by any body or agency established or incorporated by statute, a person, body of persons, firm or society, the applicant has made a deposit with the Controller in accordance with regulation 13.

(3) The deposit to be made to the Controller under sub-regulation (2) shall be not less than one hundred thousand ringgit for a project of thirty units or less, or a deposit of two hundred thousand ringgit for a project of more than thirty units and up to one hundred units, or an amount equivalent to one and half per centum of the estimated cost of construction but up to a maximum of five hundred thousand ringgit for a project of more than one hundred units, whichever is higher, or other amount as the Controller may determine, in accordance with regulation 13.

Provided that where, at any time, the Controller is satisfied that the deposit made is insufficient, he may in writing order the housing developer to furnish such further amount as may be determined by the Controller.

(4) A licence granted under section 6(5) of the Ordinance shall be for a period of not less than twenty four months or such longer period as the Controller may specify in the licence.

(5) The fee payable by a housing developer for a licence granted under section 6 of the Ordinance shall be as follows:

|   | <i>Fee</i> |
|---|------------|
| (a) Licence to develop more than eight units but not more than thirty units       | RM250.00   |
| (b) Licence to develop more than thirty units but not more than one hundred units | RM750.00   |
| (c) Licence to develop more than one hundred units                                | RM1,000.00 |

(6) A licence granted under section 6(5) of the Ordinance shall be in Form A in the Schedule.

PART III  
ADVERTISEMENT AND SALE PERMIT

**Advertisement and sale permit**

4.—(1) No advertisement or sale shall be made by any licensed housing developer without a permit having first been obtained from the Controller.

(2) An applicant for the permit shall submit his application in the form as may be prescribed by the Controller.

(3) The Controller may, grant the permit with or without attaching any condition or conditions thereto or refuse to grant the permit. The permit issued under this regulation shall be in Form A in the Schedule.

(4) No permit shall be issued nor shall any advertisement or sale be made for any housing development in respect of which—

(a) the licensed housing developer is not the proprietor of the land upon which the housing development is proposed to be carried out:

Provided that this provision shall not apply if the proprietor of such land has executed an agreement with the licensed housing developer to the effect that—

(i) the proprietor agrees to the sale of the land for the purpose of the housing development concerned; and

(ii) the proprietor agrees to abide by the provisions of regulation 10; and

(b) the land upon which the housing development is proposed to be carried out is charged for an amount exceeding fifty per centum of the market value of the land (inclusive of annual interest on such amount) and such charge is to any person, body or persons, company, firm or society other than a bank which is in possession of a licence issued under the Financial Services Act 2013 [*Act 758*] or the Islamic Financial Services Act [*Act 759*].

(5) An advertisement and sale permit shall be required in respect of each housing development and any advertisement in relation to the same development, which differs from that for which the permit was first granted, may be made but subject to such variation being submitted for the prior written approval of the Controller.

(6) The fee payable for a permit under this regulation shall be as follows:

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|   | <i>Per twelve months or<br/>Part thereof</i> |
|---|--|
| (a) if the number is more than eight units but not more than thirty units       | RM150.00                                     |
| (b) if the number is more than thirty units but not more than one hundred units | RM250.00                                     |
| (c) if the number is more than one hundred units                                | RM500.00                                     |

(7) The permit granted under this regulation shall be for such period as the Controller may specify in the permit.

**Particulars to be included in advertisement**

5.—(1) Any advertisement (other than those conveyed by means of broadcast sound receivers or through television receivers) made by any licensed housing developer in respect of any housing development shall include the following particulars:

- (a) the housing developer's licence number;
- (b) the advertisement and sale permit number;
- (c) the name and address of the licensed housing developer and his authorized agent, if any, as approved by the Controller;
- (d) the tenure of the land and such other details as the Controller may direct to be included so as to give an accurate descriptions of the status or nature of the land;
- (e) the location and description of the proposed housing accommodation;
- (f) the name of the housing development, if any;
- (g) the expected date of completion of the proposed housing development;
- (h) the selling price of each type of housing accommodation;
- (i) the number of units of each type available;
- (j) the name of the Appropriate Authority approving the building plans and, if available, the reference number thereof; and
- (k) any other particulars as determined by the Controller.

(2) A housing developer shall issue a brochure in respect of the housing accommodation to each purchaser free of charge.

**Use of name or emblem for site**

6.—(1) Every housing developer shall, before using any name or emblem for any site forming part of a housing development, obtain the written permission of the Controller for such use.

(2) The Controller may grant permission for such use subject to such conditions as he may deem fit and proper or refuse to grant permission for such use.

**Advertisement shall not contain certain description**

7.—(1) Any name in any language by which any site forming part of a housing development is proposed to be called or any emblem used in connection therewith shall not contain anything which suggests or is calculated to suggest—

(a) the patronage of the Yang di-Pertuan Agong or of any member of his family;

(b) the patronage of the Head of State of any State in Malaysia or of any member of his family;

(c) any connection with—

(i) the Federal Government;

(ii) the Government of any State in Malaysia;

(iii) any City Council or Municipal Council or District Council;

(iv) any society or body established and incorporated by statute;

(v) any public building; or

(vi) any public place;

(d) any connection with the Government of any foreign country or with the United Nations; and

(e) any attribute to which the housing developer cannot genuinely lay proper claim.

(2) This regulation shall be in addition to and shall not be in derogation of the provisions of the Emblems and Names (Prevention of Improper Use) Act 1963 [*Act 414*] and the State Anthem and Emblems Ordinance, 2002 [*Cap. 53*].

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PART IV  
FORM OF CONTRACT OF SALE

**Proprietor to be a party to a contract of sale**

8. No housing developer who is not the proprietor of the land upon which a housing development is carried out shall enter into any contract of sale of any housing accommodation in that housing development, unless—

- (a) the housing developer has secured from a proprietor a Power of Attorney, registered against the land under section 189 of the Land Code [*Cap. 81 (1958 Ed.)*], and by that Power of Attorney, the housing developer is authorized to sell or otherwise deal with the land or any part thereof;
- (b) the proprietor of such land has executed an agreement with the housing developer to the effect that the proprietor agrees to the sale of the land for the purpose of the housing development concerned; or
- (c) the proprietor of the land is aware of the contract and signifies his consent thereto in writing.

**Contract of sale**

9.—(1) Every contract of sale for the sale and purchase of a housing accommodation together with the subdivisional portion of land appurtenant thereto shall be in Form B in the Schedule and where the contract of sale is for the sale and purchase of a housing accommodation in a subdivided building, it shall be in Form C in the Schedule.

(2) The signature of every party to a contract in Form B or Form C of the Schedule shall only be attested by an advocate or any person authorized in writing by the Controller when all the particulars required in the prescribed contract of sale has been completed. For the purpose of this regulation, an advocate shall mean a person entitled to practise in Sarawak under and by virtue of a certificate to practise issued pursuant to section 9 of the Advocates Ordinance of Sarawak [*Cap. 110 (1958 Ed.)*].

(3) No housing developer shall require any intended purchaser or subsequent purchaser to appoint any particular advocate or firm of advocates to act for intended purchaser or subsequent purchaser in any transaction involving a sale, assignment, novation, transfer of a housing accommodation or any rights, benefits, duties or obligations under the contract of sale. Each party to any such transaction shall pay his own advocate's costs and expenses.

(4) No housing developer shall collect any payment by whatever name called except as prescribed by the contract of sale.

(5) No housing developer shall require any intended purchaser or subsequent purchaser to enter into any agreement by whatever name called which have the effect of waiving, varying or modifying any of the provision of the contract

of sale. Every such agreement if entered into shall be voidable at the option of the purchaser and subsequent purchaser.

(6) Notwithstanding sub-regulation (1), where the Controller is satisfied that owing to special circumstances, he may, by a certificate in writing, waive or modify any provision in the contract of sale:

Provided that no such waiver or modification shall be approved if such application is made after the expiry of the time stipulated for the handing over of vacant possession under the contract of sale or after the validity of any extension of time, if any, granted by the Controller.

(7) A purchaser's solicitor shall be entitled to a complete set of the contract of sale including its original and duplicate copies and all annexures required for the housing developer to execute the contract of sale with the purchaser, free of charge subject to the undertaking of the purchaser's solicitor to return the said documents intact in the event the contract of sale is not executed by the purchaser within fourteen days from the date of receipt of such documents unless otherwise agreed by the housing developer.

#### **Consent to assignment**

10.—(1) Subject to sub-regulation (2), where in the sale of a housing accommodation to which no separate or strata title has been issued, no housing developer shall impose any administrative fee or any fee by whatever name called, exceeding one hundred and fifty ringgit upon any purchaser or subsequent purchaser for giving his consent, if required, for such purchaser to resell the housing accommodation.

(2) No housing developer shall collect any fee by whatever name called for giving his consent to any purchaser or subsequent purchaser of a housing accommodation to assign his rights and benefits to and in the contract of sale to any financial institution providing a loan for such purchaser to finance or part finance the purchase of the housing accommodation.

#### **Appeal**

11. Notwithstanding anything to the contrary in these Regulations, any person aggrieved by the decision of the Controller under regulation 3(4), 4(3), 4(4) or 9(6) may, within fourteen days after having been notified of the decision of the Controller, appeal against such decision to the Minister and the decision of the Minister made thereon shall be final.

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PART V  
HOUSING DEVELOPMENT ACCOUNT

**Duties of a developer relating to the Account**

12.—(1) Subject to section 12(9) of the Ordinance, a licensed housing developer shall, within fourteen days after the issuance of a housing developer's licence under section 6(5) of the Ordinance, submit to the Controller a certificate from the bank or finance company with whom the Housing Development Account is opened, certifying that such an account has in fact been opened.

(2) The developer shall, within fourteen days after being notified by a purchaser of the name and address of his financier who is financing the purchase, inform the purchaser's financier of the name and address of the bank in which the Housing Development Account is opened and its account number.

**Deposit made by the developer**

13. For the purpose of section 7(1)(a) of the Ordinance and regulations 3(2) and (3), a deposit of the amount as determined by the Controller shall be made by the developer by way of—

- (a) cash;
- (b) bank guarantee; or
- (c) having a balance of the amount as determined by the Controller at any one time in the Housing Development Account.

**Deposit of all moneys paid by purchaser**

14.—(1) A licensed housing developer shall deposit forthwith into the Housing Development Account all moneys whatsoever, whether in respect of installments of purchase price or otherwise, paid by a purchaser to the licensed housing developer in relation to his purchase of a housing accommodation in a housing development.

(2) A licensed housing developer shall, within five working days after the payment is made in cash, issue a statement to the purchaser that such payment has been credited to the Housing Development Account.

**Purchaser's financier to pay direct into the Account**

15.—(1) A purchaser's financier shall, within twenty-one working days after receiving invoice sent by the licensed housing developer in respect of the progressive payments relating to the purchase of a housing accommodation by the purchaser, deposit directly any payment made into the Housing Development Account with a statement to the licensed housing developer and the purchaser that such payment has been made.

(2) Any payment to the licensed housing developer's solicitor as the stakeholder, shall be paid directly to the solicitor with a statement to the licensed housing developer and the purchaser that such payment has been made.

**Deposit of loans**

16. A licensed housing developer shall deposit into the Housing Development Account any loan obtained for the construction of housing accommodation in a housing development.

**Interest obtained**

17. Any interest obtained in respect of matters referred to in regulations 14 and 16 shall be deposited into the Housing Development Account.

**Purposes for which moneys in Housing Development Account may be withdrawn**

18. Subject to section 12(5), (6) and (7) of the Ordinance, no moneys in a Housing Development Account of a housing development shall be withdrawn by a licensed housing developer except for all or any of the following purposes:

(a) the payment of all outgoings including quit rent, rates, taxes, assessments and other charges levied in respect of the land on which the housing development is carried out;

(b) the payment of stamp duty payable on a charge, caveat, debenture, guarantee or memorandum of deposit of title to secure any loan for the construction of housing accommodation in the housing development;

(c) the payment of legal fees in respect of—

(i) a charge, caveat, debenture, guarantee or memorandum of deposit of title to secure any loan for the construction of the housing accommodation; and

(ii) any other matters relating to the housing development;

(d) the payment of—

(i) insurance premiums; and

(ii) architect's fees, engineer's fees, quantity surveyor's fee and consultant's fees, for the housing development;

(e) the cost of carrying out—

(i) soil and stability investigations;

(ii) earthworks;

(iii) foundation works;

- (iv) building works;
- (v) external works;
- (vi) site supervision and boundary survey for each housing lot;
- (vii) infrastructure works;
- (viii) relocation of squatters; and
- (ix) other works, relating to the housing development;

(f) the payment of moneys for the contribution towards the supply of water and electricity to the housing development and any other fees payable thereof to the relevant authority responsible for the supply of water and electricity in respect of the housing development;

(g) the payment of any lawful charges to any Government department or other bodies in respect of the housing development;

(h) any refund of the progress payment pursuant to the sale and purchase agreement of a housing accommodation in the housing development;

(i) the payment of interest and such other charges to the banks or finance companies or any loan taken for the housing development;

(j) the payment of any capital sum to redeem, in full or in part, the loan for the purchase of land for the housing development in proportion to the housing accommodation that have been sold;

(k) the payment of cost of land where no loan is taken for the purchase of land for the housing development, to be made as follows—

(i) an amount equal to ten per centum of the purchase price pursuant to the sale and purchase agreement in respect of a housing accommodation in the housing development where up to fifty-five per centum of the purchase price has been paid; and

(ii) a further amount equal to the amount referred to in subparagraph (i) where up to sixty-five per centum of the purchase price has been paid:

Provided that payment of such amounts shall be in proportion to the housing accommodation that have been sold;

(l) the payment of any capital sum to redeem, in full or in part, the loan for the construction of housing accommodation in the housing development;

(m) any administrative expenses (including marketing and advertising expenses) incurred on the housing development, subject to a maximum of ten per centum of the total cost of construction of the housing development as certified by the architect or engineer in charge of the housing development;

(n) the payment for tax imposed on the licensed housing developer in respect of that housing development by the Inland Revenue Board;

(o) any cost and expenses incurred by persons specified by the Minister in carrying out the Minister's direction or decision under section 27(1) of the Ordinance;

(p) the payment of any liquidated damages pursuant to the housing development;

(q) the payment of any defect, shrinkage or other fault pertaining to the housing development during the defect liability period; and

(r) any other expenses reasonably incurred in relation to the housing development but such amount shall only be released by the bank or finance company with whom the Housing Development Account is maintained upon receipt of the prior approval in writing of the Controller.

**Conditions for withdrawal of moneys from Housing Development Account**

19.—(1) No moneys from the Housing Development Account of a housing development shall be withdrawn by a licensed housing developer except where the withdrawal of such money is supported by a certificate from the architect, engineer or quantity surveyor, as the case may be, in charge of the housing development stating that payment is due to be made for that purpose or where such request is supported by documents duly certified by the director, proprietor, partner or office-bearer, as the case may be, of the licensed housing developer's company requesting the payment.

(2) The withdrawal of money from the Housing Development Account of a housing development by a licensed housing developer shall be made in the following manner:

(a) in respect of purposes in regulation 18(a), (b) and (m), by a cheque drawn in favour of the licensed housing developer; and

(b) in respect of all other purposes in regulation 18, by a cheque drawn in favour of the respective recipient.

(3) Every claim made by the licensed housing developer under this regulation from the Housing Development Account, a copy of the notice of claim shall be submitted concurrently to the Controller.

**Withdrawal of surplus moneys from Housing Development Account**

20. After the submission of the application for a occupation permit by the licensed housing developer and upon the handing over of vacant possession with the connection of water and electricity supply to all the housing accommodation that have been sold in the housing development, the licensed housing developer may withdraw any surplus moneys in the Housing Development Account after deducting —

- (a) the amount required to complete the housing development and the sale and purchase under all the sale and purchase agreements in respect of the housing development as certified by the architect, engineer or quantity surveyor in charge of the housing development;
- (b) ten per centum of the amount referred to in paragraph (a) for contingencies and inflation; and
- (c) all claims on liquidated damages that have been settled.

**Withdrawal on furnishing of banker's guarantee**

21. Notwithstanding regulations 18, 19 and 20, moneys in the Housing Development Account may be withdrawn after the licensed housing developer has furnished to the Controller a banker's guarantee for such amount withdrawn.

**Withdrawal of all moneys in Housing Development Account**

22. Subject to section 12(7) of the Ordinance, a licensed housing developer may withdraw all moneys remaining in the Housing Development Account when—

- (a) the housing development has been completed; and
- (b) the advocate for the licensed housing developer has certified that the obligations of the licensed housing developer in respect of the transfer of titles to the purchasers under all the sale and purchase agreements in that housing development have been fulfilled.

**Controller may use money in the Housing Development Account**

23. When the Controller is satisfied that a licensed housing developer is carrying on his business in a manner detrimental to the interest of the purchasers, the Controller may use the monies in the Housing Development Account of the development to ensure the completion of the housing development.

**Auditor to make annual report**

24. Every auditor of a licensed housing developer shall, within six months after the close of the financial year of such developer, make an annual report to the Controller as to the Housing Development Account and shall state in every such report whether or not in his opinion—

- (a) each and every deposit and withdrawal recorded in the account are in accordance with these Regulations;
- (b) the accounting and the records examined by him are properly kept; and
- (c) if the auditor has called for an explanation or information from the officers or agents of the developer, such explanation or information has been satisfactory.

**Auditor to lodge a report to the Controller**

25. An auditor of a licensed housing developer shall immediately, if he found any fraudulent act or misappropriation of money in the Housing Development Account, lodge a report to the Controller together with a full statement and relevant documents relating to the act and the auditor is bound to supply any information or document if requested by the Controller.

**Certificate of auditor**

26. An approved company auditor appointed under section 12(8) of the Ordinance shall certify in the annual balance sheet and accounts of the licensed housing developer whether the moneys in the Housing Development Account have been withdrawn in accordance with this Part.

PART VI  
COMPOUND

**Compoundable offences**

27.—(1) The following offences are hereby prescribed as offences which may be compounded, namely.

- (a) offences under sections 12(10), 57, 59, 60 and 65 of the Ordinance; and
- (b) offences under any regulations made under section 67 of the Ordinance.

(2) The Controller or any person who is authorized in writing by the Controller shall have the authority to compound any of the aforesaid offence.

**Offer to compound**

28. When the Controller or any person authorized in writing by the Controller under regulation 27 decides to compound an offence, he shall send or cause to be sent to or personally serve or cause to be personally served on the person reasonably suspected of having committed the offence an offer to compound as in Form D in the Schedule.

**Amount of compound payable**

29.—(1) The amount of compound payable in respect of a compoundable offence shall not exceed fifty per centum of the amount of the maximum fine that may be imposed for that offence.

(2) Where the amount specified in the offer to compound is not paid within the time specified in the offer, prosecution for the offence shall be instituted without further notice given.

**Payment**

30.—(1) Payment of the sum stated in an offer to compound may be made in cash or by way of a money order, postal order, bank draft or cheque made payable to the State Government and crossed “Account Payee Only”.

(2) Payment may be delivered personally to the person authorized in writing by the Controller but, if sent by post, must be delivered to the address of the Controller.

(3) Every payment received must be accounted for by the Controller and an official receipt for the payment shall be issued to the person to whom the offer to compound was made.

**PART VII**

**PENALTIES**

**Penalties**

31.—(1) Unless otherwise provided in sections 12(10), 57, 59, 60 and 65 of the Ordinance, any person who—

(a) refuses or neglects or fails to comply with or acts in contravention of any of the provisions of these Regulations;

(b) being a person required under regulation 3(1), 4(2) or 5(2) to furnish any statement or information to the Controller, makes or gives any statement, particulars or information which is false, misleading or inaccurate in any material particular;

(c) in making an application for a licence under regulation 3 or a renewal thereof under regulation 4, makes or gives any statement, particulars or information which is false, misleading or inaccurate in any material particular;

(d) displays or causes to be displayed any advertisement in relation to a housing development which contains any statement, particulars or information that is false, misleading or inaccurate in any material particular; or

(e) fails to comply with any of the conditions imposed in any advertisement and sale permit under regulation 4(3);

commits an offence and shall, on conviction, be liable to a fine of not more than five thousand ringgit or to imprisonment for a term of not exceeding three years or to both.

(2) Where a licensed housing developer is convicted of an offence under this regulation, his licence granted under section 6 of the Ordinance may be revoked or suspended in accordance with section 29 of the Ordinance.

(3) Any person who knowingly and wilfully aids, abets, counsels, procures or instigates the commission of an offence under these Regulations commits an offence and shall, on conviction, be liable to be punished with the punishment provided for the offence.

#### PART VIII

#### REVOCATION AND SAVING

##### **Revocation and Saving**

32.—(1) The Housing Developers (Control and Licensing) Regulations, 1998 [*Swk. L.N. 99/98*] are hereby revoked.

(2) Notwithstanding the revocation of the Housing Developers (Control and Licensing) Regulations, 1998 [*Swk. L.N. 99/98*], every licence or permit issued under the Ordinance prior to the commencement of these Regulations shall be deemed to have been issued under the Ordinance in compliance with these Regulations and any moneys which have been paid in respect of any period still current when these Regulations come into force shall be deemed to have been paid under these Regulations.

SCHEDULE

FORM A

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
REGULATIONS, 2014

(Regulation 3(6))

**PART A HOUSING DEVELOPMENT'S LICENCE**

Name of Housing Developer .....

Registered Address ..... is hereby granted a licence under section 6 of the Housing Development (Control and Licensing) Ordinance, 2013, to undertake housing development on the land as specified below:

Name of Housing Development .....

| Lot No. | Town | District | Division |
|---------|------|----------|----------|
|         |      |          |          |
|         |      |          |          |
|         |      |          |          |
|         |      |          |          |

Subject to the following conditions:

| Particulars of Licence                      |
|---|
| Licence No.: .....                          |
| Valid for ..... year from<br>..... to ..... |

.....  
*Controller of Housing*

Date .....

**FORM A**  
THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
REGULATIONS, 2014

(Regulation 4(3))

**PART B ADVERTISEMENT AND SALE PERMIT**

Name of Housing Developer .....

Registered Address ..... is hereby granted an advertisement and sale permit for housing development under regulation 4 of the Housing Development (Control and Licensing) Regulations, 2014, as specified below:

Name of Housing Development .....

|           |                   |              |
|-----------|-------------------|--------------|
| Lot No.   | Types of Building | No. of Units |
| Town:     |                   |              |
| District: |                   |              |
| Division: |                   |              |

Subject to the following conditions:

| Type of Advertisement | Date of Approval |
|-----------------------|------------------|
| Brochure              |                  |
| Newspaper             |                  |
| Signboard             |                  |
| Others                |                  |

Other conditions:

| Particulars of Permit |
|-----------------------|
| Permit No.: .....     |
| Valid for ..... years |
| from ..... to .....   |

.....  
*Controller of Housing*

Date .....

**FORM B**

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
REGULATIONS, 2014

(Regulation 9(1))

**SALE AND PURCHASE AGREEMENT (LAND AND BUILDING)**

AN AGREEMENT made this ..... day of ..... 20 .....

BETWEEN

..... a Company incorporated in Malaysia and \*duly licensed under the Housing Development (Control and Licensing) Ordinance, 2013 (Licence Number ..... ) with its registered office at ..... (hereinafter called the "Vendor") of the one part

AND

..... NRIC No: ..... of ..... (hereinafter called the "Purchaser") of the other part.

WHEREAS:

- (1) The Vendor is the registered and beneficial owner of land ..... (description of title and land) ..... in area measuring approximately ..... hectares (hereinafter referred to as "the said land")

*or (in the case of P/A Holder)*

The Vendor is the beneficial owner of land ..... (description) ..... (hereinafter referred to as "the said land") under and by virtue of an Agreement dated ..... as registered owner(s) of the said land and the Vendor, whereby the Vendor has, subject to the terms and conditions, acquired beneficial interest in the said land and pursuant to the said Agreement the registered owner had granted to the Vendor a Power of Attorney on ..... (date) which is registered with the ..... Land Registry as Instrument Number ..... under the terms of the said Power of Attorney, the Vendor is entitled to enter into this Agreement:

- (2) The said Land is charged vide Memorandum of Charge Instrument No. L ..... registered with the ..... Land Registry Office to ..... with its registered office at ..... as security for the loan granted to the Vendor:
- (3) The Vendor has, at its own cost and expense, obtained approval from the Appropriate Authority for the subdivision of the said Land into building lots in accordance with the approved Layout Plan a copy of which is annexed as the First Schedule (hereinafter referred to as "the Layout Plan") and separate documents of title \*have since been/ not yet been issued by the Appropriate Authority:
- (4) The Vendor has, at its own cost and expense, obtained pursuant to the Buildings Ordinance, 1994 [Cap. 8] of Sarawak the approval of the building plans (hereinafter referred to as "the Building Plans") from the Appropriate Authority, and a copy of approval letter Ref: ..... dated is annexed as the Second Schedule hereto:

- (5) The Vendor is developing the said Land as a housing development known as .....  
\*Phase ..... (Advertisement and Sale Permit No .....):
- (6) The Vendor has agreed to sell and the Purchaser has agreed to purchase all that piece of land with vacant possession described as Lot No. .... and which is more particularly delineated and shaded RED in the Layout Plan measuring approximately ..... square metres in area (hereinafter referred to as "the said Lot") TOGETHER with a ..... to be erected thereon (hereinafter referred to as "the said Building") described in the Vendor's plan as Type ..... specified in the Second Schedule hereto, (and the said Lot and Building are hereinafter collectively referred to as "the said Property"), subject to the terms and conditions hereinafter contained:

NOW IT IS AGREED as follows:

1. SALE OF PROPERTY FREE FROM ENCUMBRANCES

The Vendor agrees to sell and the Purchaser agrees to purchase the said Property free from all encumbrances other than those imposed by the provisions of this Agreement, and the conditions or restrictions expressed or implied in the document of title relating thereto, or imposed by the Appropriate Authorities.

2. PURCHASE PRICE

The purchase price of the said Property is RM ..... (Ringgit Malaysia ..... ) only and shall be payable in the manner hereinafter provided.

3. SCHEDULE OF PAYMENT OF PURCHASE PRICE

- (1) The purchase price shall be paid by the Purchaser to the Vendor by installments and at the times and in the manner as prescribed in the Third Schedule hereto.
- (2) Every notice referred to in the Third Schedule requesting for payment shall be supported by a certificate signed by the Vendor's Architect or Engineer in charge of the housing development and every such certificate so signed shall be proof of the fact that the works therein referred to have been completed. Within fourteen (14) days of receipt of the notice mentioned herein, the Purchaser shall pay all such installments to the Vendor.

4. LOANS

- (1) If the Purchaser is desirous of obtaining a loan from a bank, finance company, building society, financial institution or from the Government of Malaysia or State Government or any statutory authority which provides loan facilities (hereinafter referred to as "the Financier") to finance the payment or part payment of the purchase price, the Purchaser shall:
  - (a) give written notice to the Vendor of the Purchaser's intention;
  - (b) take steps to submit the necessary housing loan application to the Financier concerned within fourteen (14) days from the date hereof or within such extended period as the Vendor may permit in writing and to furnish to the Vendor a copy of such application whether by way of a letter or in the form and manner prescribed by the Financier concerned and the receipt whereof must be duly acknowledged by the Financier;
  - (c) pay all fees chargeable by the Financier, costs of printing or reproduction of any documents required by the bank or financial institution or any other expenses in connection with the application of the loan;

- (d) upon approval of the loan, forward a copy of the Financier's letter of offer to the Vendor immediately;
- (e) in the event that the loan is approved by the Financier concerned, execute all the necessary forms or documents and pay all registration fees, legal fees and stamp duties where applicable in respect thereof within fourteen (14) days of any notice issued by any advocates acting on behalf of the Financier; and
- (f) arrange with and irrevocably authorize the Financier to effect direct payment or part payment of the proceeds of the Loan to the Vendor by the installments in the manner and at the times as prescribed in the Third Schedule hereto, towards settlement of the purchase price.

IT IS FURTHER AGREED that all instructions by the Purchaser to the Financier which has the effect of withholding payment as they fall due, shall be deemed a fundamental breach of this Agreement.

- (2) The Vendor, upon confirmation in writing that the Purchaser's loan has been approved by the Financier, shall if required to do so by the Financier as security for their loan, execute a registrable Memorandum of Transfer respecting the said Property in favour of the Purchaser: PROVIDED THAT the Vendor shall not be bound to do so unless:
  - (a) the Purchaser has fully paid to the Vendor the difference between the purchase price and the Loan;
  - (b) the Financier has agreed to undertake to pay to the Vendor the proceeds of the said Loan, as directed by the Purchaser pursuant to clause 4(1)(f) above; and
  - (c) individual document of title has been issued by the Land and Survey Department, for the said Property.
- (3) Notwithstanding the foregoing, if owing to the failure, default or neglect of the Purchaser, there has been non-compliance or failure to observe the terms and conditions for the granting of the said Loan, the Loan or any part thereof is withdrawn or withheld by the Financier, as the case may be, the Purchaser shall be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding on the dates stipulated in the Third Schedule for the payment thereof.
- (4) The failure on the Purchaser to obtain the requisite loan shall not be a ground for any delay in the payment or for any non-payment of any of the installments of the purchase price on the date stipulated in the Third Schedule hereto for the payment thereof.

5. WITHDRAWAL OF EPF CONTRIBUTIONS

- (1) If the Purchaser desires to obtain withdrawal of his Employees Provident Fund contributions to finance the payment or part payment of the purchase price, the Purchaser shall notify the same to the Vendor and shall furnish a copy of the application thereof to the Vendor.
- (2) The provisions relating to payment of the purchase price by way of Loan as set out in clause 4(1)(b), (c), (e), (f), (3) and (4) shall apply, with the necessary modifications where the Purchaser seeks to obtain a withdrawal of moneys from the Employees Provident Fund to pay for the purchase price or any part thereof, of the said Property.
- (3) The Purchaser shall duly comply with and observe all the terms and conditions of the Employees Provident Fund in regard to the withdrawal of funds therefrom for the purchase of the said Property.

6. TIME

Time shall be the essence of this Agreement.

7. INTEREST ON LATE PAYMENT

- (1) Without prejudice to the Vendor's rights under clauses 8 and 9 hereof, if any of the instalments set out in the Third Schedule hereto shall remain unpaid by the Purchaser at the expiration of the said period of fourteen (14) days, interest on such unpaid instalment or instalments shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.
- (2) The Vendor shall not be entitled to charge interest on late payment in respect of any instalment if the delay in payment of such instalment is due to any one or more of the following:
  - (a) the relevant progressive claim notice referred to in the Third Schedule furnished by the Vendor to the Purchaser and/or the Financier is not complete or is not in compliance with the requirement of sub-clause 3(2);
  - (b) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, such bank and/or financial institution shall delay or fail to issue and deliver the redemption statement and undertaking letter in respect of the said Lot to the Purchaser or the Financier;
  - (c) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, the Financier shall refuse to release the relevant portion of the Loan equivalent to the progressive payment due on the ground that such progressive payment is insufficient to settle the full redemption sum payable in respect of the said Lot; or
  - (d) in the event the separate document of title to the said Lot has been issued on the date of this Agreement and the Purchaser has obtained a loan from the Financier, the Vendor shall delay or fail to execute and deliver a valid and registrable Memorandum of Transfer of the said Property to the Purchaser.

8. DEFAULT AND TERMINATION OF AGREEMENT

- (1) If the Purchaser—
  - (a) fails to pay any instalment or any part thereof which is payable under clause 3(1) on the dates stipulated in the Third Schedule hereto any interest chargeable under clause 7; or
  - (b) fails to pay any moneys payable hereunder within the time stipulated herein for payment; or
  - (c) commits any breach of the terms or conditions contained in this Agreement or fails to perform or observe all or any of the Purchaser's covenants herein contained; or
  - (d) before payment in full of the purchase price of the said Property, commits an act of bankruptcy or enters into any composition or arrangement with his creditors; or
  - (e) being a Company, enters into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or be unable to pay any of its debts within the meaning of section 218(b) of the Companies Act 1965 or any amendment, modification, or reenactment thereof or have a petition presented or an order made or a resolution passed or legislation enacted for the winding up of the Company, the Vendor shall at his option and subject to sub-clause (2) hereof and without prejudice to any of his legal rights or remedies against the Purchaser arising from such failure, breach or default, terminate this Agreement.

- (2) If the Purchaser fails to comply with any of the terms of this Agreement or if any of such unpaid installments and interest remain unpaid for any period in excess of fourteen (14) days after its due date, the Vendor shall give the Purchaser or his advocates not less than fourteen (14) days' notice in writing by Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile in the case of clause 8(1)(a)-(d) such default and/or breach alleged is remedied or such unpaid installments and interest due or accrued are duly paid; this Agreement shall, upon the expiration of the said notice, be deemed to be terminated.

9. CONSEQUENCES OF TERMINATION

Upon termination of this Agreement pursuant to clause 8 herein:

- (a) The Purchaser and all those claiming title under him shall immediately vacate the said Property, if possession thereof shall have been delivered.
- (b) The Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into, and it shall be lawful for the Vendor to retain any increase in the purchase price obtained from such dealing or disposal.
- (c) The Vendor shall be entitled to deduct and retain from such installments as shall have been paid by the Purchaser pursuant to clause 3 herein prior to the termination of this Agreement towards settlement of the following:
- (i) all sums due to the Vendor arising and in respect of late payment by the Purchaser to the Vendor of installments referred to in clause 3;
  - (ii) all moneys (other than installments referred to in clause 3 herein) due to the Vendor pursuant to the provisions of this Agreement; and
  - (iii) a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Vendor by way of agreed liquidated damages.
- (d) The balance, if any, of the moneys paid by the Purchaser to the Vendor pursuant to clause 3 herein prior to the termination of this Agreement after deduction and retention of the sums pursuant to clause 9(c) herein, shall be refunded to the Purchaser.
- (e) In the event that the total of the sums referred to in clause 9(c) herein exceed the total amount of the installments paid by the Purchaser to the Vendor pursuant to clause 3 herein, prior to the termination of this Agreement pursuant to clause 8 herein, such difference shall be a debt due and owing by the Purchaser to the Vendor and shall be paid by the Purchaser to the Vendor forthwith on demand and until payment, and shall bear interest calculated from day to day at the rate of ten per centum (10%) per annum.
- (f) Upon termination of this Agreement pursuant to clause 8 herein, neither party hereto shall have any claim against the other for costs, compensations, or otherwise in respect of this Agreement other than and except those conferred upon him or it by clause 9 herein.

10. NON-COMPLIANCE BY VENDOR

- (1) In the event that the Vendor shall refuse, fail or unable to comply with any terms of this Agreement, then and, in any such case, all moneys received by the Vendor shall be refunded to the Purchaser and in addition, the Vendor shall pay a like sum but not exceeding ten per centum (10%) of the purchase price to the Purchaser as pre-estimated liquidated damages and the Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into. In such event, any encumbrances lodged or registered against the said Property by the Purchaser shall be withdrawn or caused to be withdrawn by the Purchaser at his own cost and expense.
- (2) The provisions of sub-clause (1) above shall not prejudice any rights which the Purchaser may have to a decree for specific performance of this Agreement.

11. SEPARATE DOCUMENT OF TITLE AND TRANSFER

- (1) Upon the execution of this Agreement the Vendor shall, at its own cost and expense and as expeditiously as possible, secure for a separate issue document of the said Property.
- (2) Upon the issue of the separate document of title to the said Property and subject to the payment of the purchase price by the Purchaser to the Vendor in accordance with clause 3(1) and the observance of all the terms and conditions herein provided, the Vendor shall, within twenty-one (21) days (or as soon as practicable), execute a valid and registrable Memorandum of Transfer of the said Property to the Purchaser, his heir or nominee or lawful assign, as the case may be.
- (3) The Purchaser is deemed to have notice of the restrictions and conditions contained in the issue document of title to the said Property. The Purchaser covenants with the Vendor to observe such restrictions and conditions contained therein and to indemnify and keep the Vendor indemnified against all liabilities (if any) and costs arising from any breach or non-observance of such conditions on the part of the Purchaser.

12. MATERIAL AND WORKMANSHIP

- (1) The said Building shall be constructed in a good and workmanlike manner using materials of a standard which conforms with the standards prescribed under the Buildings Ordinance, 1994 or any bylaws made thereunder any other written laws or regulations in Malaysia, and in accordance with the specifications set out in the Fourth Schedule hereto and in accordance with the plans and drawings approved by the Appropriate Authority as in the Second Schedule, which specifications and plans have been agreed to and accepted by the Purchaser.
- (2) The Purchaser shall accept all and every amendment or variation made/imposed by the Appropriate Authority to the said plans, drawings and specifications and other details:  

PROVIDED ALWAYS that the purchase price of the said Property shall not in any manner be increased or reduced or adjusted by any such amendment or variation.

13. RESTRICTION AGAINST VARIATION BY PURCHASER

- (1) The Purchaser shall not, without the prior consent in writing of the Vendor, carry out or cause to be carried out any modifications to the said building plans and specifications therein or make any alteration or addition to the said Building or install or cause to be installed any fixtures or fittings therein which would, under the Building Bylaws, require the amendment of the approved building plan or the submission of further plans, until the relevant Occupation Permit has been issued. AND FURTHER where no such consent has been obtained by the Purchaser from the Vendor, the Vendor shall have absolute right to prevent the Purchaser from entering the said Building for the purpose hereinbefore mentioned.

- (2) In the event that the Vendor agrees to carry out such alterations or additional works for the Purchaser and providing that the works have first been approved by the Appropriate Authorities, the costs of such permissible alterations or additional items shall have been mutually agreed upon prior to commencement of such alterations or addition and Purchaser shall pay for the cost of such alterations or additional works within fourteen (14) days of the Vendor's request in writing for such payment.
- (3) (a) The Vendor shall, at its own cost and expenses, construct or cause to be constructed the infrastructure, including the roads, driveways, drains, culverts, water mains and sewerage plants serving the said housing development, in accordance with the requirements and standards of the Appropriate Authority. The Vendor shall also bear all cost and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting. On completion of the construction of the infrastructure the Vendor shall do everything possible within its power to have the same taken over and maintained by the Appropriate Authority but until they are so taken over the Purchaser shall, from the date he takes vacant possession or is deemed to have taken vacant possession of the said Property contribute from time to time a fair and justified proportion of the cost and expense of their maintenance, upkeep and repair but excluding the cost and expense of maintaining, up keeping and repairing the areas reserved for roads, open spaces, electricity, substation, sewerage treatment systems and other communal amenities. Apportionment of an appropriate contribution shall be made by a quantity surveyor, architect or engineer appointed by the Vendor or any other competent person appointed by the Vendor.
- (b) Every written notice to the Purchaser requesting for the payment of such contribution from the Vendor shall be supported by a statement issued by the Vendor which shall include a list and description of the infrastructure, the expenditure incurred in the maintenance, upkeep and repair of the infrastructure and the amount of such contribution due to the Vendor in respect thereof.

14. PAYMENT OF OUTGOINGS

The Purchaser shall be liable to pay for all quit rents, taxes, rates and other charges in respect of the said Property as from the date of execution of the Memorandum of Transfer or upon the delivery of vacant possession of the said Property by the Vendor to the Purchaser whichever date shall be the earlier:

PROVIDED THAT in the event the Vendor makes payment of such outgoings on behalf of the Purchaser, then the Purchaser, shall on demand, reimburse the Vendor in full, for the payment thereof.

15. UTILITIES AND OTHER SERVICES

(1) The Vendor shall at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas pipings (if any) in or for the said Building and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas installations (if any) of the said Building. All installation charges for electricity, water and gas meters (if any) and deposits chargeable for electricity and water in respect of the said Building shall be borne by the Purchaser.

(2) The Purchaser may apply for telephone service and shall be liable for and shall pay for all charges including installation, connection, rental fees and deposits as well as any capital contribution costs that may be charged by Telekom Malaysia Berhad in respect of any application for any telephone line and/or instrument to the said Property by the Purchaser.

16. COMPLIANCE WITH WRITTEN LAWS

The Vendor shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law for the time being in force affecting the said housing development and shall indemnify and keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written law.

17. NEW LAWS AFFECTING HOUSING DEVELOPMENT

The Purchaser shall not be liable to indemnify the Vendor in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Vendor additional fees, charges or taxes, the payment of which shall be necessary for continuing and completing the development of the said housing development or any part or parts thereof in accordance with the Layout Plan, Building Plan and description referred to in such Plans and the due observance and performance by the Vendor of its obligation and liabilities under this Agreement.

18. HANDING OVER VACANT POSSESSION

- (1) Subject to clause 19 herein below and provided that the Purchaser duly pays the installments as provided and at the time set out in clause 3 and duly pays all sums and moneys due or payable by him to the Vendor pursuant to this Agreement, and provided further that the Purchaser shall have performed and observed, and shall not be in breach of any of, the terms and conditions on his part to be performed and observed contained in this Agreement, the said Building shall be completed by the Vendor and vacant possession to the said Building shall be handed over to the Purchaser within twenty-four (24) calendar months from the date of this Agreement.
- (2) If the Vendor fails to deliver vacant possession of the said Building in the manner stipulated in sub-clause (1), the Vendor shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of three per centum (3%) per year of the purchase price from the expiry date of delivery of vacant possession in sub-clause (1) until the date of the delivery of vacant possession of the said Building. Such liquidated damages shall be paid by the Vendor to the Purchaser immediately upon the date the Purchaser takes vacant possession of the said Building.
- (3) For the avoidance of doubt, any cause of action to claim liquidated damages by the Purchaser under this clause shall accrue on the date the Purchaser takes vacant possession of the said Property.

19. FORCE MAJEURE

- (1) Notwithstanding clause 18, but subject to sub-clause (2) below, the Vendor shall not be liable in any way if delay in completion of the said Building or any failure by the Vendor to fulfill any of its obligations hereunder is due to or caused by strike, lockout, riot, civil commotion, war, loss or damage by fire, flood, tempest, shortage of building material, accident to works, inclement weather, act of God, delay by the Appropriate Authorities or other public authorities in supply water and/or electricity to the said Property or the Vendor's inability for reasons beyond his control to obtain any necessary sanction or approval of Appropriate Authorities or other like causes beyond the Vendor's control or the Purchaser requiring the execution of extras, changes or alterations to the said Property or delays by the Appropriate Authorities in the issue of Occupation Permit for the said Building. In any of the aforesaid cases the computation of the period for the completion of construction shall not include lay-off period or periods of non-construction.
- (2) The Vendor shall not be entitled to the benefit of sub-clause (1) unless it notifies the Purchaser in writing within seven (7) days of the occurrence of any of the events mentioned in sub-clause (1) and states in such notice the approximate time required for the Vendor to overcome or resolve any problems caused by the occurrence of any of such events.

20. MANNER OF DELIVERY OF VACANT POSSESSION

- (1) After the issuance of the Occupation Permit by the Appropriate Authority, and provided the Purchaser has paid all the moneys payable under clause 3(1) in accordance with the Third Schedule and all other moneys due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement, the Purchaser shall have vacant possession of the said Property.

- (2) Upon the expiry of fourteen (14) days from the date of a notice from the Vendor requesting the Purchaser to take possession of the said Property, whether or not the Purchaser has actually entered into possession or occupation of the said Property, the Purchaser shall be deemed to have taken delivery of vacant possession and subject to clause 22, the Vendor thereafter shall not be liable for any loss or damage to the said Property and/or to the fixtures and fittings therein.

21. OCCUPATION PERMIT

The Vendor shall, pursuant to the application for Occupation Permit at its own cost and expense, duly comply with all the requirements of the Appropriate Authorities which are necessary for the issuance of the Occupation Permit in respect of the said Building.

22. DEFECT LIABILITY PERIOD

- (1) Any defects, shrinkage or other faults in the said Building which shall become apparent within a period of eighteen (18) calendar months after the date when the Purchaser takes vacant possession thereof and which are due to defective workmanship or materials or the said Building not having been constructed in accordance with the plans and specifications as specified in the Second and Fourth Schedules as approved or amended or varied by the Appropriate Authority, shall be repaired and made good by the Vendor at his own cost and expense within fourteen (14) days of receipt of written notice relating thereto from the Purchaser and if the said defects, shrinkage or other faults in the said Building have not been made good by the Vendor, the Purchaser shall be entitled to recover from the Vendor the cost of repairing and making good the same and the Purchaser shall be entitled to recover such costs from any sum which has been held by the Vendor's advocates as stakeholder for the Vendor.

PROVIDED THAT the Purchaser shall, at any time after the expiry of the said period of fourteen (14) days, notify the Vendor of the cost of repairing and making good the said defects, shrinkage or other faults before the commencement of the works and shall give the Vendor an opportunity to carry out the works himself fourteen (14) days from the date the Purchaser has notified the Vendor of his intention to carry out the said works.

- (2) In the event of any dispute as to whether such defects fall within the scope of this clause and as to whether the Vendor is bound to make good or remedy the same, the decision of an Architect appointed by the Vendor shall be final and binding on the parties hereto provided that the Architect so appointed shall not be the Architect who was responsible for drawing up the approved Building Plan.
- (3) Notwithstanding the provisions of sub-clause (1) above, it is expressly agreed that in the event that the purchaser has carried out or caused to be carried out any renovation, alteration, or addition to the said Building within the defect liability period without the written consent of the Vendor, the Vendor shall not be liable for any defect whatsoever appearing on the said Building and if the same shall howsoever affect the adjoining property, the Vendor, if liable therefor, in making good the defect in the said adjoining property shall be entitled to be reimbursed by the Purchaser for any costs or damages thereby incurred.

23. COMMON RIGHTS OF PURCHASER

- (1) The Vendor confirms that the said Lot and all other lots shown in the Layout Plan are sold together with free rights and liberties for the Purchaser, his personal representatives, successors in title, his assigns and his servants, agents, licensees and invitees in common with the Vendor and all other persons having the like rights and liberties to use without or with vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of the said Property to pass and repass along, over and upon all roads serving the said housing development and to make all necessary connection and thereafter.

- (2) The Vendor hereby undertakes that the purchasers of the lots comprised in the said housing development shall enter into similar covenants and hereby further undertakes to ensure that in the event of any transfer of the said Property from the Purchaser to a subsequent purchaser, the latter shall undertake to be bound by the covenants of this clause which shall continue to apply notwithstanding the completion of this Agreement.

24. SERVICE OF DOCUMENTS

- (1) Any notice, request or demand required to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:
- (a) if it is sent by the party or his advocates by post addressed to the other party's address hereinbefore mentioned and in such case it shall be deemed to have been received at the time when such letter would in the ordinary course be delivered; or
- (b) if it is given by the party or his advocates by hand to the other party or his advocates.
- (2) Any change of address by either party shall be communicated to the other in writing.

25. STAMP, REGISTRATION AND LEGAL FEES

The stamp, registration and legal fees arising from and in connection with this Agreement and the subsequent transfer of the said Property referred to in clause 11(2) shall, unless otherwise agreed by the parties hereto, be borne and paid by the Purchaser but each party shall bear his own advocate's costs and expenses.

26. SCHEDULES AS PART OF AGREEMENT

The First, Second, Third and Fourth Schedules hereto shall form part of this Agreement and shall be read, taken and construed as an essential part of this Agreement.

27. SUBSALE AND ASSIGNMENT

- (1) The Purchaser shall not assign this Agreement and his rights to purchase the said Property under this Agreement to a third party without consent having first been obtained from the Vendor provided such consent shall not be unreasonably withheld by the Vendor.

- (2) In the event the separate document of title to the said Lot has not yet been issued and provided that the Purchaser has paid ninety-five per centum (95%) of the purchase price and has duly complied with all other terms, conditions and stipulations on the Purchaser's part contained herein, the Vendor shall not, subject to sub-clause (3) hereof, withhold its consent to any intended sale or assignment by the Purchaser to any third party (including any bank or financial institution) and the Vendor shall endorse its consent to the assignment between the Purchaser and his intended purchaser/assignee within twenty-one (21) days from the date of receipt by the Vendor of such assignment. For the purpose of this clause, assignment shall include a novation of the contract of sale.

- (3) The Purchaser shall pay to the Vendor for giving the consent an administrative fee of not exceeding one hundred and fifty ringgit (RM150.00). Provided always that in the case of an assignment by the Purchaser in favour of any bank or financial institution or a reassignment from the bank or financial institution to the Purchaser, the Purchaser shall not be required to pay any fee by whatever name called to the Vendor for its consent.

28. INTERPRETATION

In this Agreement, where the context so admits—

- (a) "Advocate" means a person who is entitled to practise in Sarawak under and by virtue of a certificate to practise issued under section 9 of the Advocates Ordinance [Cap. 110 (1958 Ed.)] of Sarawak;

- (b) "Appropriate Authority" or "Appropriate Authorities" means any authority for the time being authorized under any written law in force to approve subdivision of land, building plans, the issue of documents of title or documents of subsidiary title and to enforce Building Bylaws and regulations related thereto;
- (c) "Buildings Ordinance" means the Buildings Ordinance, 1994 [Cap. 8] of Sarawak and includes any amendment or statutory modification thereof;
- (d) "Building Bylaws" means the Building Bylaws set out in the Fourth Schedule to the Buildings Ordinance, 1994 [Cap. 8];
- (e) "Employees Provident Fund" means the Fund established under section 24 of the Employees Provident Fund Act 1991 [Act 452];
- (f) "Memorandum of Transfer" means the Form G prescribed by section 137 of the Land Code [Cap. 81 (1958 Ed.)] of Sarawak;
- (g) "Purchaser" includes his heirs, personal representatives, successor in title and permitted assigns and where there are two or more persons included in the expression "the Purchaser" their liabilities under this Agreement shall be joint and several;
- (h) "Vendor" includes its successors in title and permitted assigns;
- (i) words importing the masculine gender shall be deemed and be taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

29. PERSONS BOUND BY AGREEMENT

This Agreement shall be binding upon the successors in title and permitted assigns of the Vendor, their heirs, personal representatives, successors in title and permitted assigns of the Purchaser.

30. HEADINGS

Headings to the clauses of this Agreement are inserted to facilitate reference only and shall not bear any significance to the construction of or the interpretation of the clauses to this Agreement.

IN WITNESS WHEREOF the parties have set their hands the day and the year first above written.

Signed for and on behalf of the Vendor in the presence of

.....

NRIC No.: .....

Dated .....

}  
}  
}

Signed by the abovenamed Purchasers(s) in the presence of

.....

NRIC No.: .....

Dated .....

}  
}  
}

\* Delete whichever is not applicable.

*FIRST SCHEDULE*  
(Copy of approved Layout Plan attached)

*SECOND SCHEDULE*  
(Copy of Letter of Approval from Appropriate Authority)

*THIRD SCHEDULE*  
(Clause 3(1))

SCHEDULE OF PAYMENT OF PURCHASE PRICE

**PART A SINGLE STOREY BUILDING**

*Progress Payment*

|     | <b>Installment Payable</b>  | <b>%</b>   | <b>Amount</b> |
|-----|---|------------|---------------|
| 1.  | Immediately upon the signing of this Agreement  | 10         | RM            |
| 2.  | Within fourteen (14) days after receipt by the Purchaser of the Vendor's written notice of the completion of: |            |               |
| (a) | Foundation works  | 15         | RM            |
| (b) | Reinforced concrete framework with walls in position  | 20         | RM            |
| (c) | Roofing   | 5          | RM            |
| (d) | Internal plastering, electrical conduits (without wiring) and plumbing (without fittings)                     | 10         | RM            |
| (e) | External plastering   | 10         | RM            |
| (f) | Ceiling, doors and windows including glazing, soil drainage and septic tank                                   | 10         | RM            |
| (g) | Driveway, apron, perimeter drain, fencing and gate  | 10         | RM            |
| (h) | Painting and physical completion of the said building   | 5          | RM            |
| (i) | The issuance of Occupation Permit   | 2.5        | RM            |
| (j) | The issuance of Land Title  | 2.5        | RM            |
|     | <b>TOTAL</b>  | <b>100</b> | <b>RM</b>     |

**PART B DOUBLE STOREY BUILDING***Progress Payment*

|    | <b>Installment Payable</b>  | <b>%</b>   | <b>Amount</b> |
|----|---|------------|---------------|
| 1. | Immediately upon the signing of this Agreement  | 10         | RM            |
| 2. | Within fourteen (14) days after receipt by the Purchaser of the Vendor's written notice of the completion of: |            |               |
|    | (a) Foundation works  | 15         | RM            |
|    | (b) Ground floor slab, ground floor columns   | 15         | RM            |
|    | (c) First floor slab, roof beam and walls in position   | 5          |               |
|    | Wall position   | 5          |               |
|    | Upper roofing   | 5          | RM            |
|    | (d) Roofing   | 7.5        | RM            |
|    | (e) Internal plastering, electrical conduits (without wiring) and plumbing (without fittings)                 | 7.5        | RM            |
|    | (f) External plastering   | 7.5        | RM            |
|    | (g) Ceiling, doors and windows including glazing, soil drainage, septic tank and lower roofing                | 7.5        | RM            |
|    | (h) Driveway, apron, perimeter drain, fencing and gate  | 5          | RM            |
|    | (i) Painting and physical completion of the said building   | 5          | RM            |
|    | (j) The issuance of Occupation Permit   | 2.5        | RM            |
|    | (k) The issuance of Land Title  | 2.5        | RM            |
|    | <b>TOTAL</b>  | <b>100</b> | <b>RM</b>     |

**PART C THREE STOREY BUILDING***Progress Payment*

|    | <b>Installment Payable</b>  | <b>%</b>   | <b>Amount</b> |
|----|---|------------|---------------|
| 1. | Immediately upon the signing of this Agreement  | 10         | RM            |
| 2. | Within fourteen (14) days after receipt by the Purchaser of the Vendor's written notice of the completion of: |            |               |
|    | (a) Foundation works  | 15         | RM            |
|    | (b) Ground floor slab, ground floor columns   | 15         | RM            |
|    | (c) First floor slab, first floor column  | 20         | RM            |
|    | (d) Second floor Slab, roof beam and walls in position  | 5          | RM            |
|    | (e) Roofing   | 5          | RM            |
|    | (f) Internal plastering of the said parcel of land  | 5          | RM            |
|    | (g) External plastering and painting of the said building   | 5          | RM            |
|    | (h) Ceiling, doors and windows including glazing, soil drainage, septic tank and lower roofing                | 5          | RM            |
|    | (i) Driveway, apron, perimeter drain, fencing and gate  | 5          | RM            |
|    | (j) Painting and physical completion of the said building   | 5          | RM            |
|    | (k) The issuance of Occupation Permit   | 2.5        | RM            |
|    | (l) The issuance of Land Title  | 2.5        | RM            |
|    | <b>TOTAL</b>  | <b>100</b> | <b>RM</b>     |

**PART D SUB-DIVIDED BUILDING***Progress Payment*

|    | <b>Installment Payable</b>   | <b>%</b>   | <b>Amount</b> |
|----|--|------------|---------------|
| 1. | Immediately upon the signing of this Agreement   | 10         | RM            |
| 2. | Within fourteen (14) days after receipt by the Purchaser of the Vendor's written notice of the completion of:  |            |               |
|    | (a) Foundation works   | 15         | RM            |
|    | (b) Reinforced concrete framework and floor slab of the said parcel  | 20         | RM            |
|    | (c) The wall of the said Parcel with door and window frames placed in position   | 20         | RM            |
|    | (d) Roofing/ceiling, electrical conduits (without wiring), plumbing (without fittings), gas pipings (if any) and internal telephone trunking and cabling (if any) to the said parcel | 10         | RM            |
|    | (e) Internal plastering of the said Parcel   | 10         | RM            |
|    | (f) External plastering and painting of the said building  | 5          | RM            |
|    | (g) Painting of the said Building  | 5          | RM            |
|    | (h) The issuance of Occupation Permit  | 2.5        | RM            |
|    | (i) The issuance of subsidiary title of the said parcel  | 2.5        | RM            |
|    | <b>TOTAL</b>   | <b>100</b> | <b>RM</b>     |

*FOURTH SCHEDULE**(Clause 12)***BUILDING SPECIFICATIONS**

- (a) Structure:
- (b) Brick:
- (c) Roofing:
- (d) Ceiling:
- (e) Windows:
- (f) Doors:
- (g) Flooring:
- (h) Wall tiles:
- (i) Sanitary Installation:
- (j) Electrical Installation:
- (k) Fencing:

FORM C

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) ORDINANCE, 2013

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS, 2014

(Regulation 9(1))

SALE AND PURCHASE AGREEMENT (SUBDIVIDED BUILDING)

AN AGREEMENT made this ..... day of ..... 20 .....

BETWEEN

..... a Company incorporated in Malaysia and duly licensed under the Housing Development (Control and Licensing) Ordinance, 2013 (Licence Number ..... with its registered office at ..... (hereinafter called the "Vendor") of the one part

AND

..... NRIC No: ..... of ..... (hereinafter called the "Purchaser") of the other part.

WHEREAS:

(1) The Vendor is the registered and beneficial owner of land ..... (description of title and land) ..... in area measuring approximately ..... hectares (hereinafter referred to as "the said land")

or (in the case of P/A Holder)

The Vendor is the beneficial owner of land ..... (description) ..... (hereinafter referred to as "the said land") under and by virtue of an Agreement dated ..... between ..... as registered owner(s) of the said land and the Vendor, whereby the Vendor has, subject to the terms and conditions, acquired beneficial interest in the said land and pursuant to the said Agreement the registered owner had granted to the Vendor a Power of Attorney on ..... (date) which is registered with the ..... Land Registry as Instrument Number ..... under the terms of the said Power of Attorney, the Vendor is entitled to enter into this Agreement:

(2) The said Land is charged vide Memorandum of Charge Instrument No. L ..... registered with the ..... Land Registry Office to ..... with its registered office at ..... as security for the loan granted to the Vendor:

(3) The Vendor has, at its own cost and expense, obtained pursuant to the Buildings Ordinance, 1994 (Cap. 8) of Sarawak the approval of building plans (hereinafter referred to as "the Building Plan") from the Appropriate Authority (a copy of the Floor Plan, Storey Plan and Site Plan as certified by the Vendor's architect are annexed in the First Schedule):

(4) The Vendor is developing the said Land as a housing development known as ..... \*Phase ..... complete thereon with the common facilities as in the Second Schedule (Advertisement and Sale Permit No .....):

- (5) The Vendor has agreed to sell and the Purchaser has agreed to purchase a parcel with vacant possession distinguished as Parcel No. .... and which is more particularly delineated and shaded GREEN in the Storey Plan measuring approximately ..... square metres within Storey No. .... of Building No. .... which is in turn delineated and shaded RED in the Site Plan (hereinafter referred to as "the said Building") \*with accessory parcel No. .... of Building No. .... (hereinafter referred to as "the said Parcel"), subject to the terms and conditions hereinafter contained:

NOW IT IS HEREBY AGREED as follows:

1. SALE OF PROPERTY FREE FROM ENCUMBRANCES

The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said Parcel free from all encumbrances other than those imposed by the provisions of this Agreement, and subject to any terms and conditions or restrictions imposed by the Appropriate Authorities.

2. PURCHASE PRICE

The purchase price of the said Parcel is RM ..... (Ringgit Malaysia .....) only and shall be payable in the manner hereinafter provided.

3. SCHEDULE OF PAYMENT OF PURCHASE PRICE

- (1) The purchase price shall be paid by the Purchaser to the Vendor by installments and at the times and in the manner as prescribed in the Third Schedule hereto.
- (2) Every notice referred to in the Third Schedule requesting for payment shall be supported by a certificate signed by the Vendor's Architect or Engineer in charge of the housing development and every such certificate so signed shall be proof of the fact that the works therein referred to have been completed. Within fourteen (14) days of receipt of the notice mentioned herein, the Purchaser shall pay all such installments to the Vendor.

4. LOANS

- (1) If the Purchaser is desirous of obtaining a loan from a bank, finance company, building society, financial institution or from the Government of Malaysia or State Government or any statutory authority which provides loan facilities (hereinafter referred to as "the Financier") to finance the payment or part payment of the purchase price, the Purchaser shall:
  - (a) give written notice to the Vendor of the Purchaser's intention;
  - (b) take steps to submit the necessary housing loan application to the Financier concerned within fourteen (14) days from the date hereof or within such extended period as the Vendor may permit in writing and to furnish to the Vendor a copy of such application whether by way of a letter or in the form and manner prescribed by the Financier concerned and the receipt whereof must be duly acknowledged by the Financier;
  - (c) pay all fees chargeable by the Financier, costs of printing or reproduction of any documents required by the bank or financial institution or any other expenses in connection with the application of the loan;
  - (d) upon approval of the loan, forward a copy of the Financier's letter of offer to the Vendor immediately;
  - (e) in the event that the loan is approved by the Financier concerned, execute all the necessary forms or documents and pay all registration fees, legal fees and stamp duties where applicable in respect thereof within fourteen (14) days of any notice issued by any advocates acting on behalf of the Financier; and

- (f) arrange with and irrevocably authorize the Financier to effect direct payment or part payment of the proceeds of the Loan to the Vendor by the installments in the manner and at the times as prescribed in the Third Schedule hereto, towards settlement of the purchase price.

IT IS FURTHER AGREED that all instructions by the Purchaser to the Financier which has the effect of withholding payment as they fall due, shall be deemed a fundamental breach of this Agreement.

- (2) The Vendor, upon confirmation in writing that the Purchaser's loan has been approved by the Financier, shall, if required to do so by the Financier as security for their loan, execute a registrable Memorandum of Transfer respecting the said Property in favour of the Purchaser: PROVIDED THAT the Vendor shall not be found to do so unless:
- (a) the Purchaser has fully paid to the Vendor the difference between the purchase price and the Loan;
- (b) the Financier has agreed to undertake to pay to the Vendor the proceeds of the said Loan, as directed by the Purchaser pursuant to clause 4(1)(f) above; and
- (c) individual document of title has been issued by the Land and Survey Department, for the said Property.
- (3) Notwithstanding the foregoing, if owing to the failure, default or neglect of the Purchaser, there has been non-compliance or failure to observe the terms and conditions for the granting of the said Loan, the Loan or any part thereof is withdrawn or withheld by the Financier, as the case may be, the Purchaser shall be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding on the dates stipulated in the Third Schedule for the payment thereof.
- (4) The failure on the Purchaser to obtain the requisite loan shall not be a ground for any delay in the payment or for any non-payment of any of the installments of the purchase price or the date stipulated in the Third Schedule hereto for the payment thereof.

5. WITHDRAWAL OF EPF CONTRIBUTIONS

- (1) If the Purchaser desires to obtain withdrawal of his Employees Provident Fund contributions to finance the payment or part payment of the purchase price, the Purchaser shall notify the same to the Vendor and shall furnish a copy of the application thereof to the Vendor.
- (2) The provisions relating to payment of the purchase price by way of Loan as set out in clause 4(1)(b), (c), (e), (f), (3) and (4) shall apply, with the necessary modifications where the Purchaser seeks to obtain a withdrawal of moneys from the Employees Provident Fund to pay for the purchase price or any part thereof, of the said Property.
- (3) The Purchaser shall duly comply with and observe all the terms and conditions of the Employees Provident Fund in regard to the withdrawal of funds therefrom for the purchase of the said Property.

6. TIME

Time shall be the essence of this Agreement.

7. INTEREST ON LATE PAYMENT

- (1) Without prejudice to the Vendor's rights under clauses 8 and 9 hereof, if any of the installments set out in the Third Schedule hereto shall remain unpaid by the Purchaser at the expiration of the said period of fourteen (14) days, interest on such unpaid installment or installments shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

- (2) The Vendor shall not be entitled to charge interest on late payment in respect of any installment if the delay in payment of such installment is due to any one or more of the following:
- (a) the vacant possession referred to in the Third Schedule delivered by the Vendor to the Purchaser is not complete or is not in compliance with the requirement of sub-clause 26(2);
  - (b) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, such bank and/or financial institution shall delay or fail to issue and deliver the redemption statement and undertaking letter in respect of the said Parcel to the Purchaser or the Financier; or

8. DEFAULT AND TERMINATION OF AGREEMENT

- (1) If the Purchaser—
- (a) fails to pay any installment payable under clause 3(1) in accordance with the Third Schedule hereto or any part thereof and any interest payable under clause 7; or
  - (b) fails to pay any sum or sums payable under this Agreement within the time stipulated for payment; or
  - (c) commits any breach of the terms or conditions contained in this Agreement or fails to perform or observe all or any of the Purchaser's covenants herein contained; or
  - (d) before payment in full of the purchase price of the said Parcel, commits an act of bankruptcy or enters into any composition or arrangement with his creditors; or
  - (e) being a Company, enters into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or be unable to pay its debts within the meaning of section 218(b) of the Companies Act 1965 or any amendment, modification, or re-enactment thereof or have a petition presented or an order made or a resolution passed or legislation enacted for the winding up of the Company, the Vendor shall at his option and subject to sub-clause (2) hereof and without prejudice to any of its legal rights or remedies against the Purchaser arising from such failure, breach or default, terminate this Agreement.
- (2) If the Purchaser fails to comply with any of the terms of this Agreement or if any of such unpaid installments and interest remain unpaid for any period in excess of fourteen (14) days after its due date, the Vendor shall give the Purchaser or his advocates not less than fourteen (14) days notice in writing by Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile in the case of clause 8(1) (a)(d) such default and/or breach alleged is remedied or such unpaid installments and interest are paid, this Agreement shall, upon the expiration of the said notice, be deemed to be terminated.

9. CONSEQUENCES OF TERMINATION

Upon termination of this Agreement pursuant to clause 8 herein:

- (a) The Purchaser and all those claiming title under him shall immediately vacate the said Parcel, if possession thereof shall have been delivered.
- (b) The Vendor shall be entitled to deal with or otherwise dispose of the said Parcel in such manner as the Vendor shall see fit as if this Agreement had not been entered into, and it shall be lawful for the Vendor to retain any increase in the purchase price obtained from such dealing or disposal.
- (c) The Vendor shall be entitled to deduct and retain from such installments as shall have been paid by the Purchaser pursuant to clause 3 herein prior to the termination of this Agreement towards settlement of the following:
  - (i) all sums due to the Vendor arising and in respect of late payment by the Purchaser to the Vendor of installments referred to in clause 3;

- (ii) all moneys (other than installments referred to in clause 3 herein) due to the Vendor pursuant to the provisions of this Agreement; and
  - (iii) a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Vendor by way of agreed liquidated damages.
- (d) The balance, if any, of the moneys paid by the Purchaser to the Vendor pursuant to clause 3 herein prior to the termination of this Agreement after deduction of the sums retained by the Vendor pursuant to clause 9(c) herein shall be refunded to the Purchaser.
  - (e) In the event that the total of the sums referred to in clause 9(c) herein exceed the total amount of the installments paid by the Purchaser to the Vendor pursuant to clause 3 herein, prior to the termination of this Agreement pursuant to clause 8 herein, such difference shall be a debt due and owing by the Purchaser to the Vendor and shall be paid by the Purchaser to the Vendor forthwith on demand and until payment, and shall bear interest calculated from day to day at the rate of ten per centum (10%) per annum.
  - (f) Upon termination of this Agreement pursuant to clause 8 herein, neither party hereto shall have any claim against the other for costs, compensations or otherwise in respect of this Agreement other than and except those conferred upon him or it by clause 9 herein.

10. NON-COMPLIANCE BY VENDOR

- (1) In the event that the Vendor shall refuse, fail or unable to comply with any terms of this Agreement, then and, in any such case, all moneys received by the Vendor shall be refunded to the Purchaser and in addition, the Vendor shall pay a like sum but not exceeding ten per centum (10%) of the purchase price to the Purchaser as pre-estimated liquidated damages and the Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into. In such event, any encumbrances lodged or registered against the said Property by the Purchaser shall be withdrawn or caused to be withdrawn by the Purchaser at his own cost and expense.
- (2) The provisions of sub-clause (1) above shall not prejudice any rights which the Purchaser may have to a decree for specific performance of this Agreement.

11. SEPARATE SUBSIDIARY TITLE AND TRANSFER

- (1) Upon the execution of this Agreement the Vendor shall at its own cost and expense, apply for subdivision of the said Building so as to obtain the issue of a separate subsidiary title to the said Parcel under the Strata Titles Ordinance, 1995.
- (2) Upon the issuance of the subsidiary title to the said Parcel and subject to the payment of the purchase price by the Purchaser to the Vendor in accordance with clause 3(1) and the observance of all the terms and conditions herein provided, the vendor shall within twenty-one (21) days (or as soon as practicable) execute a valid and registrable Memorandum of Transfer of the said Parcel to the Purchaser, his heir or nominee or lawful assign, as the case may be.
- (3) The Purchaser is deemed to have notice of the restrictions and conditions contained in the issue document of title to the said Parcel. The Purchaser hereby covenants with the Vendor to observe such restrictions and conditions contained therein and to indemnify and keep the Vendor indemnified against all liabilities (if any) and costs arising from any breach of such conditions on the part of the Purchaser.
- (4) From the date of this Agreement, and until the issue of a subsidiary title to the said Parcel and transfer thereof to the Purchaser, the Purchaser shall not sell, transfer, assign or otherwise convey the rights, duties and obligations under this Agreement without the prior written consent of the Vendor but such consent shall not be unnecessarily withheld. AND IT IS HEREBY expressly agreed that a breach of this sub-clause shall be deemed as a fundamental breach of this Agreement. The Purchaser acknowledges and agrees that permission will only be given if the Purchaser shall have paid all moneys, service and other charges due and payable by him under this Agreement and that such transfer or assignment shall be in a form and substance acceptable to the Vendor and subject to

reasonable administrative fee not exceeding Ringgit Malaysia one hundred and fifty only (RM150.00) of the consideration paid in respect of the said transfer or assignment.

12. POSITION AND AREA OF PARCEL

- (1) The position, measurements, boundaries and area of the said Parcel as stated in the First Schedule are only estimated but not confirmed to be correct. AND IT IS HEREBY EXPRESSLY AGREED that the Purchaser shall not make any claims for damages, compensation, or reimbursement and the Vendor shall not make any claims for an increase in the purchase price if the difference in measurements, boundaries and area between that shown in the subsidiary title when issued and that shown in the Building Plan is not more than two per centum (2%).
- (2) A variation of more than two per centum (2%) of the area of the Parcel as stipulated in the First Schedule shall not be a ground for revision of this Agreement, but in the event that the variation exceeds two per centum (2%) of the said area then the purchase price shall be adjusted downward or upward as the case may be at the rate of Ringgit ..... per square metre. Any payment resulting from such an adjustment and required to be paid by the Vendor or the Purchaser shall be settled within fourteen (14) days of the issue of the subsidiary title.

13. MATERIALS AND WORKMANSHIP

- (1) The said Building shall be constructed in a good and workmanship manner using materials of a standard which conforms with the standards prescribed under the Buildings Ordinance, 1994, or any bylaws made thereunder or any other written laws or regulations in Malaysia, and in accordance with the specifications set out in the Fourth Schedule hereto and in accordance with the plans and drawings approved by the Appropriate Authority as in the Second Schedule, which specifications and plans have been agreed to and accepted by the Purchaser.
- (2) The Purchaser shall accept all and every amendment or variation made/imposed by the Appropriate Authority to the said plans, drawings and specifications and other details.

14. RESTRICTION AGAINST VARIATION BY PURCHASER

- (1) The Purchaser shall not without the prior consent in writing of the Vendor, carry out or cause to be carried out any modifications to the said building plans and specifications therein or make any alteration or addition to the said Building or install or cause to be installed any fixtures or fittings therein which would, under the Building Bylaws require the amendment of the approved building plan or the submission of further plans, until the relevant Occupation Permit has been issued. AND FURTHER where no such consent has been obtained by the Purchaser from the Vendor, the Vendor shall have absolute right to prevent the Purchaser from entering the said Building for the purpose hereinbefore mentioned.
- (2) In the event that the Vendor agrees to carry out such alterations or additional works for the Purchaser and providing that the works have first been approved by the Appropriate Authorities, the costs of such permissible alterations or additional items shall have been mutually agreed upon prior to commencement of such alterations or addition and the Purchaser shall pay for the cost of such alterations or additional works within fourteen (14) days of the Vendor's request in writing for such payment.

15. INFRASTRUCTURE AND MAINTENANCE

- (1) The Vendor shall, at its own cost and expense, construct or cause to be constructed the infrastructure, including the roads, driveways, drains, culverts, water mains and sewerage plants serving the said Building in accordance with the requirements and standards of the Appropriate Authority.
- (2) The Vendor shall also bear all costs and expenses for the maintenance of the infrastructure until such date when the Purchaser takes vacant possession of the said Parcel.

- (3) From the date the Purchaser takes vacant possession of the said Parcel until such time when it is taken over by the Appropriate Authority or the Maintenance Corporation, as the case may be, the Purchaser shall pay to the Vendor a fair and justifiable proportion of the costs and expenses incurred in the maintenance of the infrastructure.
- (4) Every written notice to the Purchaser requesting for the payment of such contribution from the Vendor shall be supported by a statement issued by the Vendor which shall include a list and description of the infrastructure, the expenditure and the amount of such contribution due to the Vendor in respect thereof.

16. COMMON FACILITIES AND SERVICES

- (1) The Vendor shall, at its own cost and expense, construct or cause to be constructed the common facilities serving the housing development and provide services including the collection of refuse, the cleaning of public drains and the cutting of grass as specified in the Second Schedule hereto.
- (2) The Vendor shall bear all costs and expenses for the maintenance and management of the said facilities and services until such date when the Purchaser takes vacant possession of the said Parcel.

17. PAYMENT OF SERVICE CHARGES

- (1) The purchaser shall be liable for and shall pay the service charges for the maintenance and management of the common property and for the services provided by the Vendor prior to the establishment of a management corporation under the Strata Titles Ordinance, 1995.
- (2) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay a fair and justifiable proportion of the costs and expenses reasonably incurred for the maintenance and management of the common property and for the services provided. Such amount payable shall be determined according to the provisional share units assigned to the said Parcel by the Vendor's Architect. The Purchaser shall pay three (3) months deposit and one month's advance in respect of the service charges and any payment thereafter shall be payable monthly in advance.
- (3) Every written notice to the Purchaser requesting for the payment of service charges from the Vendor shall be supported by a service charge statement issued by the Vendor.
- (4) The service charge payable shall be paid within seven (7) days of the receipt by the Purchaser of the Vendor's written notice requesting the same. If the service charge shall remain unpaid by the Purchaser at the expiration of the said period of seven (7) days, interest on the service charge shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.
- (5) The amount of service charge payable under this clause may or may not be the same amount charged by the Management Corporation, and it is EXPRESSLY AGREED that in the event that the amount is different, neither the Purchaser nor the Vendor shall have any claim on the other.

18. INSURANCE

- (1) The Vendor, the Purchaser and all other Purchasers of units or parcels within the Building, shall, upon the completion of the said Building and until the Management Corporation is established, insure and keep insured the said Building against loss or damage by fire, public liability, and against all such other risks as the Vendor may think fit.
- (2) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay a fair and justifiable proportion of the insurance premium. Such amount payable shall be determined according to the provisional share units assigned to the said Parcel by the Vendor's Architect.

- (3) The insurance premium payable shall be paid within seven (7) days of the receipt by the Purchaser of the Vendor's written notice requesting the same. If the insurance premium shall remain unpaid by the Purchaser at the expiration of the said period of seven (7) days, interest on such sum shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

19. PAYMENT OF OUTGOINGS

The Purchaser shall be liable to pay for all quit rents, taxes, rates and other charges in respect of the said Parcel as from the date of Memorandum of Transfer or upon the delivery of vacant possession of the said Parcel by the Vendor to the Purchaser whichever date shall be the earlier: PROVIDED THAT in the event the Vendor makes payment of such outgoings on behalf of the Purchaser, then the Vendor shall be reimbursed by the Purchaser in full on demand.

20. UTILITIES AND OTHER SERVICES

- (1) The Vendor shall at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas pipings (if any) in respect of the said Building and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas installations (if any) of the said Parcel. All installation charges for electricity, water and gas meters (if any) and deposits chargeable for electricity and water in respect of the said Parcel shall be borne by the Purchaser.
- (2) The Purchaser may apply for telephone service and shall be liable to pay for and shall pay for all charges including installation, connection, rental fees and deposits as well as any capital contribution costs that may be charged by Telekom Malaysia Berhad in respect of any application for any telephone line and/or instrument to the said Parcel by the Purchaser.

21. COMPLIANCE WITH WRITTEN LAWS

The Vendor shall, in relation to the said Building including the said Parcel to be erected conform to the provisions and requirements of any written law for the time being in force affecting the said housing development and shall indemnify and keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written law.

22. NEW LAWS AFFECTING HOUSING DEVELOPMENT

The Purchaser shall not be liable to indemnify the Vendor in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Vendor additional fees, charges or taxes, the payment of which shall be necessary for continuing and completing the development of the said housing development or any part or parts thereof in accordance with the Building Plan and description referred to in such Plans and the due observance and performance by the Vendor of its obligation and liabilities under this Agreement.

23. HANDING OVER VACANT POSSESSION

- (1) Subject to clause 24 hereinafter and provided that the Purchaser duly pays the installments as provided and at the time set out in clause 3 and duly pays all sums and moneys due or payable by him to the Vendor pursuant to this Agreement, and provided further that the Purchaser shall have performed and observed and shall not be in breach of any of the terms and conditions on his part to be performed and observed contained in this Agreement, the said Parcel shall be completed by the Vendor and vacant possession to the said Parcel, shall be handed over to the Purchaser within thirty-six (36) calendar months from the date of this Agreement.
- (2) If the Vendor fails to deliver vacant possession of the said Building in the manner stipulated in sub-clause (1), the Vendor shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of eight per centum (8%) per year of the purchase price from the expiry date of delivery of vacant possession in sub-clause (1) until the date of the delivery of vacant possession of the said Building. Such liquidated damages shall be paid by the Vendor to the Purchaser immediately upon the date the Purchaser takes vacant possession of the said Building.

- (3) For the avoidance of doubt, any cause of action to claim liquidated damages by the Purchaser under this clause shall accrue on the date the Purchaser takes vacant possession of the said Property.

24. FORCE MAJEURE

- (1) Notwithstanding clause 17, but subject to sub-clause (2) below, the Vendor shall not be liable in any way if delay in completion of the said Building or any failure by the Vendor to fulfill any of its obligations hereunder is due to or caused by strike, lockout, riot, civil commotion, war, loss or damage by fire, flood, tempest, shortage of building material, accident to works, inclement weather, act of God, delay by the Appropriate Authorities or other public authorities in supply water and/or electricity to the said Property or the Vendor's inability for reasons beyond his control to obtain any necessary sanction or approval of Appropriate Authorities or other like causes beyond the Vendor's control or the Purchaser requiring the execution of extras, changes or alterations to the said Property or delays by the Appropriate Authorities in the issue of Occupation Permit for the said Building. In any of the aforesaid cases the computation of the period for the completion of construction shall not include lay-off period or periods of non-construction.
- (2) The Vendor shall not be entitled to the benefit of sub-clause (1) unless it notifies the Purchaser in writing within seven (7) days of the occurrence of any of the events mentioned in sub-clause (1) and states in such notice the approximate time required for the Vendor to overcome or resolve any problems caused by the occurrence of any of such events.

25. MANNER OF DELIVERY OF VACANT POSSESSION

- (1) After the issuance of the Occupation Permit by the Appropriate Authority, and provided the Purchaser has paid all the moneys payable under clause 3(1) in accordance with the Third Schedule and all other moneys due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement, the Purchaser shall have vacant possession of the said Property.
- (2) Upon the expiry of fourteen (14) days from the date of a notice from the Vendor requesting the Purchaser to take possession of the said Parcel, whether or not the Purchaser has actually entered into possession or occupation of the said Parcel, the Purchaser shall be deemed to have taken delivery of vacant possession and the Vendor thereafter shall not be liable for any loss or damage to the said Parcel and/or the fixtures and fittings therein.

26. COMPLETION OF COMMON FACILITIES

- (1) The common facilities serving the said housing development shall be completed by the Vendor within (36) calendar months from the date of this Agreement.
- (2) If the Vendor fails to complete the common facilities in time the Vendor shall pay immediately to the Purchaser liquidated damages to be calculated from day to day at the rate of ten per centum (10%) per annum of the last twenty per-centum (20%) of the purchase price.

27. OCCUPATION PERMIT

- (1) The Vendor shall, pursuant to the application for Occupation Permit at its own cost and expense, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the Occupation Permit in respect of the said Building.
- (2) For the purpose of this Agreement, the said Building or Parcel shall not be deemed to be completed units unless the Occupation Permit referred to in sub-clause (1) has been issued by the Appropriate Authority.

28. DEFECT LIABILITY PERIOD

- (1) Any defects, shrinkage or other faults in the said Parcel or the said Building or in the common property which shall become apparent within a period of eighteen (18) calendar months after the date of handing over of vacant possession of the said Parcel to the Purchaser and which are due to defective workmanship or materials or the said Parcel or the said Building or the common property not having been constructed in accordance with the plans and description as specified in the First and Fourth Schedules as approved or amended by the Appropriate Authority, shall be repaired and made good by the Vendor at its own cost and expense within fourteen (14) days of it having received written notice thereof from the Purchaser and if the said defects, shrinkage or other faults in the said Parcel or the said Building or common property have not been made good by the Vendor, the Purchaser shall be entitled to recover from the Vendor the cost of repairing and making good the same and the Purchaser shall be entitled to receive such costs from any sum which has been held by the Vendor's advocate as stakeholder for the Vendor:

PROVIDED THAT the Purchaser shall, at any time after the expiry of the said period of fourteen (14) days notify the Vendor of the cost of repairing and making good the said defects, shrinkage or other faults before the commencement of the works and shall give the Vendor an opportunity to carry out the works himself within fourteen (14) days from the date the Purchaser has notified the Vendor of his intention to carry out the said works.

- (2) In the event of any dispute as to whether such defects fall within the scope of this clause and as to whether the Vendor is bound to make good or remedy the same, the decision of an Architect appointed by the Vendor shall be final and binding on the parties hereto.
- (3) Notwithstanding clause 28(1) above, it is hereby expressly agreed that in the event that the Purchaser has carried out or caused to be carried out any renovation, alteration, or addition to the said Parcel or the said Building within the defect liability period without the written consent of the Vendor, the Vendor shall not be liable for any defect whatsoever appearing on the said Parcel or the said Building and if the same shall howsoever affect the adjoining parcel, the Vendor, if liable therefor, in making good the defect in the said adjoining parcel shall be entitled to be reimbursed by the Purchaser for any cost or damages thereby incurred.

29. COMMON RIGHTS OF PURCHASER

- (1) The Vendor confirms that the said Parcel and all other parcels are sold together with free rights and liberties for the Purchaser, his personal representatives, successors in title, his assigns and his servants, agents, licensees and invitees in common with the Vendor and all other persons having like rights and liberties to use without or with vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of the said Parcel to pass and repass along, over upon all roads serving the said housing development and to make all necessary connections and thereafter to use in a proper manner the drains, pipes, cables and wires laid or constructed by the Vendor under or over such roads.
- (2) The Vendor hereby undertakes that the purchasers of parcels comprised in the said housing development shall enter into similar covenants and hereby further undertakes to ensure that in the event of any transfer of the said Parcel from the Purchaser to a subsequent purchaser the latter shall undertake to be bound by the covenants of this clause which shall continue to apply notwithstanding the completion of this Agreement.

30. SERVICE OF DOCUMENTS

- (1) Any notice, request or demand required to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:

- (a) if it is sent by the party or his advocate by post addressed to the other party's address hereinbefore mentioned and in such case it shall be deemed to have been received at the time when such letter would in the ordinary course be delivered; or
- (b) if it is given by the party or his advocate by hand to the other party or his advocate.

(2) Any change of address by either party shall be communicated to the other in writing.

31. STAMP, REGISTRATION AND LEGAL FEES

The stamp, registration and legal fees arising from and in connection with this Agreement and the subsequent transfer of the said Parcel referred to in clause 11(2) hereof shall, unless otherwise agreed by the parties hereto, be borne and paid by the Purchaser but each party shall bear his own advocate's costs and expenses.

32. COVENANTS

Upon taking vacant possession and until any bylaws are made by the Management Corporation dealing with matters hereinafter mentioned, the Purchaser shall:

- (1) not use the said Parcel nor permit the use of the said Parcel for any purpose whatsoever other than for residential and dwelling purposes;
- (2) not use the said Parcel, the said Building, the common property of the said Building or any part thereof for any illegal, unlawful or immoral purposes or bring thereon activities that may cause nuisance or give reasonable cause for complaint by the Vendor, other purchasers or lawful occupiers of the said Building;
- (3) not use the said Parcel, the said Building, the common property to the said Building or any part thereof in contravention of any laws, bylaws, rules and regulations relating to the keeping of animals, birds or pets or any other laws, bylaws, rules and regulations relating to the use therefor of the said Parcel, the said Building or the common property of the said Building or any part thereof;
- (4) not cause any accumulation of dirt, rubbish, refuse, debris or store or bring upon the said Parcel, the said Building or the common property to the said Building or any part thereof any articles which are combustible, inflammable, explosive or dangerous in nature;
- (5) not throw or permit to be thrown any articles or objects whatsoever out of the windows or over the balconies of the said Building;
- (6) not leave or store any goods or objects, or cause any obstruction whatsoever on any part of the common property of the said Building so as to cause any inconvenience or danger to others;
- (7) not affix, inscribe or exhibit by any means whatsoever on the common property or the exterior of the said Parcel or any part of the Building any sign board, placard, name plate, advertisement or notice of any description;
- (8) not affix any grill or place any other form of obstruction on the stairways, or any part of the common property of the said Building;
- (9) not do or permit to be done anything whereby the policy or policies of insurance of the said Parcel and the said Building against damage by fire may become void or voidable or whereby the premium may be increased;
- (10) not hang clothes or other apparel, articles or anything whatsoever on the exterior of the said Building other than the area specifically designated therefor;
- (11) not affix or attach to the exterior part of the said Parcel or any part of the said Building any apparatus for receiving of broadcast including but not limited to aerial and satellite dish, or any air-conditioning apparatus save and except as provided for by the Vendor or with the Vendor's consent (which consent shall not be unreasonably withheld);

- (12) not (except with the written consent of the Vendor and under the supervision of the Vendor's consultant) erect upon or affix to the said Parcel or any part thereof any machinery or mechanical, scientific or electrical apparatus except for the usual domestic electrical apparatus;
- (13) not place flower pots or any other objects whatsoever on the balcony, ledge or the exterior of the said Parcel in a manner that may create any danger/risk or hazard to the safety of other purchasers or any lawful occupiers, visitors or licensees;
- (14) not tamper with or cause to be tampered any fire fighting equipment within the said Building;
- (15) not create any noise likely to interfere with the peaceful and lawful enjoyment of the other purchasers or any lawful occupiers of the said Building;
- (16) not alter or cause to be altered the common property or any part thereof or alter or remove any fixture, fittings or furnishing on the common property;
- (17) notify the Vendor of the Purchaser's intention to let the said Parcel and shall promptly furnish the Vendor with details of the tenants concerned and such other information as the Vendor may require from time to time and in the event that the Purchaser executes a lease or tenancy agreement shall incorporate such terms and conditions that shall be consistent with the terms and conditions herein contained, and
- (18) inform the Vendor at least twenty-four (24) hours in advance of any shifting or removal of items involving a professional mover and shall ensure that the common areas and the common property are not in any manner damaged in the course of such shifting or removal and shall further ensure that any inconvenience so caused to other lawful occupiers shall be kept to the minimum possible.

33. SUBSALE AND ASSIGNMENT

- (1) The Purchaser shall not assign this Agreement and his rights to purchase the said Property under this Agreement to a third party without consent having first been obtained from the Vendor provided such consent shall not be unreasonably withheld by the Vendor
- (2) In the event the separate document of title to the said Lot has not yet been issued and provided that the Purchaser has paid ninety-five per centum (95%) of the purchase price and has duly complied with all other terms, conditions and stipulations on the Purchaser's part contained herein, the Vendor shall not, subject to sub-clause (3) hereof, withhold its consent to any intended sale or assignment by the Purchaser to any third party (including any bank or financial institution) and the Vendor shall endorse its consent to the assignment between the Purchaser and his intended purchaser/assignee within twenty-one (21) days from the date of receipt by the Vendor of such assignment. For the purpose of this clause, assignment shall include a novation of the contract of sale.
- (3) The Purchaser shall pay to the Vendor for giving the consent an administrative fee of not exceeding one hundred and fifty ringgit (RM150.00). Provided always that in the case of an assignment by the Purchaser in favour of any bank or financial institution or a reassignment from the bank or financial institution to the Purchaser, the Purchaser shall not be required to pay any fee by whatever name called to the Vendor for its consent.

34. SCHEDULES AS PART OF AGREEMENT

The First, Second, Third and Fourth Schedules shall form an integral part of this Agreement and shall be read, taken and construed as an essential part of this Agreement.

35. INTERPRETATION

In this Agreement, where the context so admits—

- (a) "accessory parcel" means any parcel shown in the Site Plan and Storey Plan as an accessory parcel which is used or intended to be used in conjunction with the Parcel;

- (b) “advocate” means any person entitled to practise in Sarawak under and by virtue of a certificate to practise issued under section 9 of the Advocates Ordinance [*Cap. 110 (1958 Ed.)*] of Sarawak;
- (c) “Appropriate Authority” means any authority for the time being authorized under any written law in force to approve building plans, subdivision of land, subdivision of buildings, the issue of documents of title or documents of subsidiary title and to enforce building bylaws and regulations related thereto;
- (d) “Buildings Ordinance” means the Buildings Ordinance, 1994 [*Cap. 8*] of Sarawak and includes any amendment or statutory modification thereof;
- (e) “Building Bylaws” means the Building Bylaws set out in the Fourth Schedule to the Buildings Ordinance, 1994 [*Cap. 8*];
- (f) “common property” shall have the same meaning assigned to that term by the Strata Titles Ordinance, 1995 [*Cap. 18*];
- (g) “Employees Provident Fund” means the Fund established under section 24 of the Employees Provident Fund Act 1991 [*Act 452*];
- (h) “Management Corporation” means the management corporation as defined under the Strata Titles Ordinance, 1995 [*Cap. 18*];
- (i) “Memorandum of Transfer” means the Form G prescribed by section 137 of the Land Code [*Cap. 81 (1958 Ed.)*] of Sarawak or such other Form approved by the Registrar of Lands and Surveys for conveyance of property held under subsidiary title;
- (j) “parcel” means one of the individual units comprised in the subdivided building which is to be held under separate subsidiary title;
- (k) “Purchaser” includes his heirs, personal representatives, successor in title and permitted assigns and where there are two or more persons included in the expression “the Purchaser” their liabilities under this Agreement shall be joint and several;
- (l) “service charge statement” shall include a list and description of the services provided, the expenditure incurred and the amount of service charge due to the Vendor in respect thereof;
- (m) “Vendor” includes its successors in title and permitted assigns;
- (n) words importing the masculine gender shall be deemed and be taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

36. PERSONAL BOUND BY AGREEMENT

This Agreement shall be binding upon the successors in title and permitted assigns of the Vendor, their heirs, personal representatives, successors in title and permitted assigns of the Purchaser.

37. HEADINGS

Headings to the clauses of this Agreement are inserted to facilitate reference only and shall not bear any significance to the construction of or the interpretation of the clauses to this Agreement.

IN WITNESS WHEREOF the parties have set their hands the day and the year first above written

Signed for and on behalf of the Vendor in the presence of

.....

NRIC No. ....

Dated ..... 20 .....

}  
|  
}

Signed by the above-named Purchaser(s) in the presence of:

.....

NRIC No. ....

Dated ..... 20 .....

}  
|  
}

\* Delete whichever is not applicable.

Sarawak LawNet

*FIRST SCHEDULE*

(Copy of the following Plans attached)

Reference No:

Name of Appropriate Authority:

1. Floor Plan of the said Parcel with appropriate floor area of .....
2. Storey Plan of the said Building comprising the said Parcel.
3. Site Plan.

*SECOND SCHEDULE*

COMMON FACILITIES AND SERVICES

1. List and description of common facilities serving the said housing development.
2. List and description of services provided.

## THIRD SCHEDULE

(Clause 3(1))

## SCHEDULE OF PAYMENT OF PURCHASE PRICE

## Progress Payment

| Installment Payable |   | %   | Amount |
|---------------------|---|-----|--------|
| 1.                  | Immediately upon the signing of this Agreement  | 10  | RM     |
| 2.                  | Within fourteen (14) days after receipt by the Purchaser of the Vendor's written notice of the completion of:   |     |        |
| (a)                 | Foundation works  | 15  | RM     |
| (b)                 | Reinforced concrete framework, and floor slab of the said Parcel  | 20  | RM     |
| (c)                 | The walls of the said Parcel with door and window frames placed in position   | 20  | RM     |
| (d)                 | The roofing/ceiling, electrical conduit (without wiring), plumbing (without fittings), gas pipings (if any) and internal telephone trunking and cabling (if any) to the said Parcel | 10  | RM     |
| (e)                 | Internal plastering of the said Parcel  | 10  | RM     |
| (f)                 | External plastering and painting of the said Building   | 5   | RM     |
| (g)                 | Painting of the said Building   | 5   | RM     |
| (h)                 | The issuance of Occupation Permit   | 2.5 | RM     |
| (i)                 | The issuance of subsidiary title to the said Parcel   | 2.5 | RM     |
| <b>TOTAL</b>        |   | 100 | RM     |

*FOURTH SCHEDULE*

*(Clause 13)*

BUILDING SPECIFICATIONS

- (a) Structure:
- (b) Brick:
- (c) Roofing:
- (d) Ceiling:
- (e) Windows:
- (f) Doors:
- (g) Flooring:
- (h) Wall tiles:
- (i) Sanitary Installation:
- (j) Electrical Installation:
- (k) Fencing:
- (m) Turfing:
- (n) Gas Piping:
- (o) Internal Telephone Trunking and Cabling:

**FORM D**

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
ORDINANCE, 2013

THE HOUSING DEVELOPMENT (CONTROL AND LICENSING)  
REGULATIONS, 2014

(Regulation 28)

**OFFER TO COMPOUND OFFENCE**

Controller of Housing

Reference: .....

Date: .....

To: .....  
.....  
.....

Sir/Madam,

**OFFER TO COMPOUND OFFENCE**

It appears to me, on information/complaint received, that you have committed the following offence(s):

Relevant Provisions of the Law: .....

Date: ..... Time: .....

Place: .....

Particulars of Offence(s): .....

2. You are hereby informed that, by virtue of the powers vested in me by regulation 27(2) of the Housing Development (Control and Licensing) Regulations, 2014, I am prepared, and hereby offer, to compound the offence for the sum of RM ..... (Ringgit Malaysia ..... ). If the offer is accepted, payment shall be made in cash or by way of a money order or postal order or bank draft or cheque made payable to the State Government and crossed "Account Payee Only" and delivered to the above-quoted office. An official receipt will be issued upon payment.

3. This offer to compound the offence will lapse on ..... If the sum stated above is received by the close of business on that date, no further proceedings will be taken against you in respect of the offence. Otherwise, prosecution may be instituted without further notice.

.....  
*Controller of  
Housing*

**FORM FOR PAYMENT**

To:  
Controller of Housing,  
.....  
.....  
.....

I refer to the offer to compound in your letter reference number ..... and dated ..... I accept the offer and enclose herewith \*cash/money order/postal order/bank draft/cheque No.:..... for the sum of RM ..... (Ringgit Malaysia .....) in full settlement of the compound.

Signature: .....  
Name (in Block Letter) and NRIC No.:.....  
Address: .....  
.....  
.....  
Date: .....

\* Delete whichever is not applicable.

Made this 10th day of October, 2014.

DATUK AMAR ABANG HAJI ABDUL RAHMAN ZOHARI  
BIN TUN ABANG HAJI OPENG,  
*Minister for Housing  
Sarawak*

Sarawak LawNet

