



KEMENTERIAN KERAJAAN TEMPATAN DAN PERUMAHAN SARAWAK
Tingkat 5, Wisma Sultan Tengah
Taman Sukma
Jalan Sultan Tengah
93050 Petra Jaya
KUCHING, SARAWAK



Our Ref: MLGH/P/P/5-1(JLD.2)(36)

Date: 28.01.2019

President

Sarawak Housing & Real Estate Developers' Association (SHEDA)
Sublot 42, 2nd Floor
Tabuan Stutong Commercial Centre
Jalan Setia Raja
93350 Kuching

Dear Sir,

RE. : OUTSTANDING ISSUES ON HOUSING POLICY IN SARAWAK

Reference is made to your letter 22.10.2018 in relation to the above-captioned matter.

2. Kindly find enclosed herewith the Controller of Housing's certificate of waiving or modifying the provision of contract of sale under Regulation 9(6) of the Housing Development (Control and Licesning) Regulations, 2014 for all the contract of sale involving house accomodation which has been issued with Occupation Permit.

3. In the premise, you are required to convey this decision to all of your members and non-members who will be involved in this type of contract of sale. We will be grateful if the said developer is willing to submit a copy of the Contract of Sale duly signed and stamped for our record and reference.

Thank you.

"BERSATU BERUSAHA BERBAKTI"
"AN HONOUR TO SERVE"

[HAJI MOHAMAD LOTFI B HAJI TUAH]
Deputy Controller/Principal Assistant Secretary
Ministry of Local Government and Housing Sarawak

CONTROLLER OF HOUSING'S CERTIFICATE OF WAIVING OR MODIFYING THE PROVISION OF CONTRACT OF SALE

[Made under Regulation 9(6) of the
Housing Development (Control and Licensing)
Regulations, 2014.]

By virtue of the power conferred to me under Regulation 9(6), Housing Development (Control and Licensing) Regulations, 2014, and based on the special circumstances of the house accommodation which already being issue with the occupation permit under the Building By-laws, 1994, I hereby agreed to modify the relevant provisions under contract of sale stipulated in **Form B** and **Form C** of the Housing Development (Control and Licensing) Regulations, 2014 specifically as listed in the **Appendices A1 – A5** of this certificate. Notwithstanding the provisions listed in Appendix A, the provisions proposed to be modified shall be in accordance with the draft contract of sale in Form B and Form C duly vetted by Jabatan Peguam Besar Negeri Sarawak which had been submitted to SHEDA through ministry letter from Ministry ref:MLGH/P/P/5-1(JLD.2)(4) dated 08.06.2018

This certificate shall take effect from 24st January 2019 and all housing developers are required to submit separate application to modify the provision of contract of sale if the said provision on contract of sale is not listed in or different from the approved provisions stated in **Appendices A1 – A5**.

Dated this 24 day of January, 2019



BAKRIE ZAINI
Controller of Housing
Ministry of Local Government and Housing Sarawak

Appendix A1

NEW CLAUSES/RECITAL ALLOWED TO BE INSERTED

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
1	<p>Recital (5): The Occupation Permit to the said Property has been issued by the relevant Authority, a copy of which is annexed herewith and marked as "A" (hereafter referred to as "the OP").</p>	
2	<p>Clause 12. MATERIAL AND WORKMANSHIP</p> <p>The Vendor warrants that the said Building has been 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 by-laws made thereunder any other written laws or regulations in Malaysia, and in accordance with specifications set out in the Fourth Schedule hereto.</p>	<p>Clause 13. MATERIAL AND WORKMANSHIP</p> <p>The Vendor warrants that the said Building has been 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 by-laws made thereunder any other written laws or regulations in Malaysia, and in accordance with specifications set out in the Fourth Schedule hereto.</p>
3	<p>Clause 18: HANDING OVER VACANT POSSESSION</p> <p>(1) Upon the Purchaser having paid ninety-seven point five per centum (97.5%) of the Purchase Price, the Vendor shall give vacant possession of the Property to the Purchaser who shall take possession forthwith.</p> <p>2) Upon 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 17, the Vendor thereafter shall not be liable for any loss or damage to the said Property and/or to the fixture and fittings therein.</p>	<p>Clause 23: HANDING OVER VACANT POSSESSION</p> <p>(1) Upon the Purchaser having paid ninety-seven point five per centum (97.5%) of the Purchase Price, the Vendor shall give vacant possession of the Property to the Purchaser who shall take possession forthwith.</p> <p>2) Upon 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 17, the Vendor thereafter shall not be liable for any loss or damage to the said Property and/or to the fixture and fittings therein.</p>

CLAUSES NOT ALLOWED TO BE INSERTED

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
1	CAVEAT	

CLAUSES/SCHEDULE ALLOWED TO BE AMENDED

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
1	Clause 18: HANDING OVER VACANT POSSESSION	Clause 23: HANDING OVER VACANT POSSESSION
2	Clause 27. SUBSALE AND ASSIGNMENT Sub-clause (2).	Clause 33: SUBSALE AND ASSIGNMENT Sub-clause (2).
3	<i>THIRD SCHEDULE</i> SCHEDULE OF PAYMENT OF PURCHASE PRICE Item 2. and 3.	<i>THIRD SCHEDULE</i> SCHEDULE OF PAYMENT OF PURCHASE PRICE Item 2.

CLAUSES AGREED TO BE DELETED

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
1	Clause (3): SCHEDULE OF PAYMENT OF PURCHASE PRICE Sub-clause (2).	
2	Clause 7: INTEREST OF LATE PAYMENT Sub-clause (2)(a).	
3	Clause 12: MATERIAL AND WORKMANSHIP Sub-clause (1) and (2).	Clause 13: MATERIAL AND WORKMANSHIP Sub-clause (1) and (2).
4	Clause 13: RESTRICTION AGAINST VARIATION BY PURCHASER Sub-clause (1), (2) and (3).	Clause 14: RESTRICTION AGAINST VARIATION BY PURCHASER Sub-clause (1) and (2).
5	Clause 17: THE NEW LAWS AFFECTING HOUSING DEVELOPMENT	Clause 22: THE NEW LAWS AFFECTING HOUSING DEVELOPMENT
6	Clause 18: HANDING OVER VACANT POSSESSION Sub-clause (1), (2) and (3).	Clause 23: HANDING OVER VACANT POSSESSION Sub-clause (1), (2) and (3).
7	Clause 19: FORCE MAJUERE	Clause 24: FORCE MAJEURE
8	Clause 20: MANNER OF DELIVERY OF VACANT POSSESSION Sub-clause (1) and (2).	Clause 25. MANNER OF DELIVERY OF VACANT POSSESSION Sub-clause (1) and (2).
9	Clause 21: OCCUPATION PERMIT	Clause 27: OCCUPATION PERMIT

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
10	<p>Third Schedule (Clause 3(1)) SCHEDULE OF PAYMENT OF PURCHASE PRICE</p> <p>Item 2 (a) – (i)</p> <p>PART A SINGLE STOREY BUILDING Progress payment</p> <p>PART B DOUBLE STOREY BUILDING Progress payment</p> <p>PART C THREE STOREY BUILDING Progress payment</p> <p>PART D SUB-DIVIDED BUILDING Progress payment</p>	<p>Third Schedule (Clause 3(1)) SCHEDULE OF PAYMENT OF PURCHASE PRICE</p> <p>Item 2 (a) – (h)</p>

CLAUSES NOT ALLOWED TO BE DELETED

No.	LANDED AND BUILDING WITH OP	SUB-DIVIDED AND BUILDING WITH OP
1		Clause 26: COMPLETION OF COMMON FACILITIES