

Unannotated Statutes of Malaysia - Subsidiary Legislations/HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989 (P.U.(A) 58/1989)

**HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989
[P.U.(A) 58/1989]**

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In exercise of the powers conferred by section 24 of the Housing Development (Control and Licensing) Act 1966 [Act 118], the Minister makes the following regulations:

1. Citation and commencement

These regulations may be cited as the Housing Development (Control and Licensing) Regulations 1989 and shall come into force on the 1st April 1989.

2. Interpretation

In these Regulations, unless the context otherwise requires--

"Act" means the Housing Development (Control and Licensing) Act 1966;

"advertisement" means any notification or intimation of housing development--

- (a) published in any newspaper, journal or magazine, or in the form of a brochure or in any other form; or
- (b) displayed on any hoarding, boarding, roof, wall, paling, fence, frame, signboard, plate, cloth, bar, pillar, post, wire-casting or other erection, structure or contrivance; or
- (c) conveyed by means of films or communications; 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 authorised under any written law in force in Peninsular Malaysia to approve subdivision of land, subdivision of buildings, building plans, the issuance of document of title and to enforce any other laws and includes any corporation, company or private agency licensed by the Appropriate Authority to provide water, electricity, telecommunication, sewerage services and other related services

"charge" means charge as defined in section 5 of the Code;

"Code" means the National Land Code 1965;

"communication" means any communication, whether between persons and persons, things and things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms, and includes the Internet;

"contract of sale" means the Sale and Purchase Agreement prescribed under regulation 11;

"contract of sale for build then sell" means the Sale and Purchase Agreement for housing development as prescribed in Schedules I and J;

"film" includes--

- (a) a cinematograph film;
- (b) a videotape;
- (c) a compact disc;
- (d) a video compact disc;
- (e) a digital video disc; and
- (f) a record, howsoever made, of a sequence of visual images, which is a record capable of being used as a means of showing that sequence as a moving picture;

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

"Land Parcel" as the same meaning assigned to it in the Strata Titles Act 1985;

"parcel" has the same meaning assigned to it in the Strata Titles Act 1985 [Act 318];

"portion" means a subdivisional portion under section 135 of the Code;

"proprietor" means a proprietor as defined in section 5 of the Code;

3. Application for a licence

(1) An applicant for a licence under the provisions of section 5(3) of the Act shall--

- (a) submit his application in the form as may be determined by the Controller from time to time together with such documents as are specified in section 5(3) of the Act; and
- (b) supply such other relevant particulars or information as may be required by the Controller.

(1A) The fee payable upon every application for a licence shall be fifty ringgit;

(2) Any misrepresentation of the particulars or information required under paragraph (1) of this regulation shall be an offence under these Regulations.

(3) The Controller may, in his discretion, grant a licence with or without attaching any condition or conditions thereto or refuse to grant a licence.

(4) The fee payable for a licence under this regulation shall be one thousand ringgit per year or part of a year.

(5) A licence shall be required in respect of each housing development and where a housing development is to be developed in phases, a licence shall be required for each phase of such housing development.

(6) A licence issued under this regulation shall be in the form as may be determined by the Controller from time to time.

4. Renewal of a housing developer's licence

(1) An application for the renewal of a housing developer's licence shall be made not later than fourteen (14) days before the date of expiry and the Controller may grant a renewal of the licence with or without attaching conditions thereto or refuse to grant a renewal of such licence.

(1A) An application for renewal under subregulation (1) shall be made by a licensed housing developer until the certificate of completion and compliance is given or granted;

(1B) The fee payable upon every application for the renewal of a licence shall be fifty ringgit.

(2) A licensed housing developer applying for the renewal of a housing developer's licence shall--

- (a) submit the application in the form as may be determined by the Controller from time to time;
- (b) give particulars of any change to the company;
- (c) give particulars of any change to the lots to be developed; and
- (d) supply such other relevant particulars or information as may be required by the Controller.

(3) The fee payable for the renewal of a licence shall be one thousand ringgit per year or part of a year.

(4) Any misrepresentation of the particulars or information required under paragraph (2) of this regulation shall be an offence under these Regulations.

5. Advertisement and sale permit

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

(1A) Any advertisement and sale shall be in accordance with the advertisement and sale permit as approved by the Controller.

(2) An applicant for an advertisement and sale permit shall submit his application in the form as may be determined by the Controller from time to time and shall supply the following:

- (a) a copy of the approved building plans;
- (b) two copies of the proposed advertisement including the brochure containing particulars as

- prescribed under paragraph (1) of regulation 6 of these Regulations;
- (ba) particulars containing the selling price of every unit of housing accommodation in every housing development;
- (c) such other relevant particulars or information as may be required by the Controller.

(2A) The fee payable upon every application for an advertisement and sale permit shall be fifty ringgit.

(3) Any misleading statement, false representation or description of the particulars or information required under subregulation (2) including the difference in price of property shall be an offence under these Regulations.

(4) The Controller may, in his discretion, grant an advertisement and sale permit with or without attaching any condition or conditions thereto or refuse to grant a permit. An advertisement and sale permit issued under this regulation shall be in the form as may be determined by the Controller from time to time.

(5) No advertisement and sale 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 of these Regulations;
- (b) the land upon which the housing development is proposed to be carried out is charged for an amount exceeding fifty per centum (50%) 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 Banking and Financial Institutions Act 1989 [Act 372], the Islamic Banking Act 1983 [Act 276], the Bank Simpanan Nasional Berhad Act 1997 [Act 571], the Bank Kerjasama Rakyat Malaysia Berhad Act 1978 [Act 202] or the Bank Pertanian Malaysia Act 1969 [Act 9].

(6) 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 approval of the Controller.

(7) The fee payable for a permit under this regulation shall be five hundred ringgit per year or part of a year.

6. Particulars to be included in advertisement

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

- (a) the housing developer's licence number and validity date;
- (b) the advertisement and sale permit number and validity date;
- (c) the name and address of the licensed housing developer and his authorised agent, power of attorney holder or project management company if any, as approved by the Controller;
- (d) the tenure of the land, if the land is leasehold, its expiry date, restriction in interest and encumbrances, if any, to which the land is subject;
- (e) the description of the proposed housing accommodation;
- (ea) any parking lot which is an accessory parcel to the housing accommodation in a parcel and which does not form part of the common property of the 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;
- (ha) where applicable, the minimum and maximum selling price of each type of housing accommodation;
- (i) the number of units of each type available; and
- (j) the name of the Appropriate Authority approving the building plans and the reference number.

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

7. Use of name or emblem for site

(1) Every licensed housing developer shall, before using any name or emblem to refer to a housing development, obtain the written permission of the Controller for such use.

(2) The Controller may in his discretion, grant permission for such use with or without attaching any condition or conditions thereto or refuse to grant permission for such use.

8. Advertisement shall not contain certain description

(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 licensed housing developer cannot genuinely lay proper claim.

(1A) Any advertisement made by any licensed housing developer shall not contain:

- (a) offer of free legal fees;
- (b) projected monetary return gains and rental income;
- (c) claim of panoramic view;
- (d) travelling time from housing projects to popular destinations; or
- (e) any particulars to which a 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.

9. Renewal of advertisement and sale permit

(1) An application for the renewal of an advertisement and sale permit shall be made not later than sixty (60) days before the date of expiry in the form as may be determined by the Controller from time to time and shall provide:

- (a) particulars of the housing development;

- (b) two copies of the proposed advertisement; and
- (c) any other relevant particulars or information as may be required by the Controller.

(1A) The fee payable upon every application for the renewal of an advertisement and sale permit shall be fifty ringgit.

(2) The Controller may, in his discretion, approve the renewal of an advertisement and sale permit with or without attaching any condition or conditions thereto or refuse to grant a renewal of such permit.

(3) The fee for the renewal of an advertisement and sale permit shall be five hundred ringgit per year or part of a year.

10. Proprietor to be a party to a contract of sale

No licensed 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 the proprietor of the land is also a party to such contract of sale and agrees to the sale of the land for the purposes specified in such contract of sale.

11. Contract of sale

(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 the form prescribed in Schedule G and where the contract of sale is for the sale and purchase of a housing accommodation in a subdivided building, in the form of a parcel of a building or land intended for subdivision into parcels, as the case may be, it shall be in the form prescribed in Schedule H.

(1A) Notwithstanding paragraph (1), every contract of sale for build then sell for a housing accommodation together with the subdivisional portion of land appurtenant thereto shall be in the form prescribed in Schedule I and where the contract of sale for build then sell is for the sale and purchase of a housing accommodation in the form of a parcel of a building or land intended for subdivision into parcels, as the case may be, it shall be in the form prescribed in Schedule J.

(1B) Subregulations (1) and (1A) shall not apply if at the time of the execution of the contract of sale, the certificate of completion and compliance for the housing accommodation has been issued and a certified true copy of which has been forwarded to the purchaser.

(2) No person including parties acting as stakeholders shall collect any payment by whatever name called except as prescribed by the contract of sale.

(3) Where the Controller is satisfied that owing to special circumstances or hardship or necessity compliance with any of the provisions in the contract of sale is impracticable or unnecessary, he may, by a certificate in writing, waive or modify such provisions:

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.

(4) 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 licensed 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 (14) days from the date of receipt of such documents unless otherwise agreed by the licensed housing developer.

11A. Period to execute instrument of transfer

(deleted by PU(A)106/2015)

11B. Incomplete contract of sale

Any developer who executes a contract of sale in which any particular required in the prescribed contract of sale is not completed shall be guilty of an offence and shall be liable on conviction to a fine not exceeding ten thousand ringgit.

12. Appeal

Notwithstanding anything to the contrary in these Regulations, any person aggrieved by the decision of the Controller under paragraph (3) of regulation 3 regulation 4 regulation 5 regulation 9 regulation 11 may, within fourteen (14) 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 and shall not be questioned in any court.

13. Penalties

(1) Any person who contravenes any of the provisions of these Regulations shall be guilty of an offence and shall be liable on conviction to a fine not exceeding fifty thousand ringgit or to a term of imprisonment not exceeding five years or to both.

(2) A breach of any condition in a licence or in any advertisement and sale permit shall be deemed to be a contravention of these Regulations.

(3) Any person who knowingly and wilfully aids, abets, counsels, procures or commands the commission of an offence against any provision of these Regulations shall be liable to be punished with the punishment provided for the offence.

14. Savings

(1) Nothing in these Regulations shall affect the use of the contract of sale under the advertisement and sale permit issued prior to the coming into force of these Regulations until all the housing accommodation in the housing development have been sold.

15. Repeal

The Housing Developers (Control and Licensing) Regulations 1982 are hereby repealed.

SCHEDULE A

(deleted by PU(A)395/2007)

SCHEDULE B

(deleted by PU(A)395/2007)

SCHEDULE C

(deleted by PU(A)395/2007)

SCHEDULE D

(deleted by PU(A)395/2007)

SCHEDULE E

(deleted by PU(A)395/2007)

SCHEDULE F

(deleted by PU(A)395/2007)

SCHEDULE G

HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966

HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989

(Subregulation 11(1))

SALE AND PURCHASE AGREEMENT (LAND AND BUILDING)

AN AGREEMENT made this day of BETWEEN
 a company incorporated in Malaysia
 and a housing developer duly licensed under the Housing Development (Control and Licensing) Act 1966
 (Licence No.) with its registered office at (hereinafter
 called "the Developer") of the *one/first part AND *Co. No./NRIC No. of
 (hereinafter called "the Purchaser") of the *other/second part *AND *Co. No./NRIC
 No. of (hereinafter called "the Proprietor") of the third part.

PREAMBLE:

WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that
 *freehold/leasehold land of years expiring on held under
(description of title) and No. of Title *Lot No./ L.O. No.
 Section in the *Town/Village/Mukim District of State of
 in an area measuring approximately hectares/square metres (hereinafter
 referred to as "the said Land");

AND WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that piece
 of *freehold/leasehold land of years expiring on held under *Lot No./L.O. No.
 Section in the *Town/Village/Mukim of District of State of
 in an area measuring approximately hectares/square metres (hereinafter referred
 to as "the said Building Lot") on which is to be erected thereon one unit of (describe type of
 housing accommodation) (hereinafter referred to as "the said Building") (the said Building Lot and Building
 are hereinafter collectively referred to as "the said Property");

AND WHEREAS the said Property is part of a housing development known as *Phase
 (name of development and phase of development, if applicable) carried on or undertaken by the Developer
 under the licence bearing the numbers specified above and the Developer is selling the said Property under
 Advertisement and Sale Permit No.;

*AND WHEREAS the Proprietor has granted the Developer the absolute right to carry out the housing
 development and to sell the said Property and the Proprietor hereby agrees to the sale of the said Property
 for the purpose of this Agreement;

AND WHEREAS the said Land is charged to with its registered office at
 as security for the financial facility granted to the Developer;

AND WHEREAS the said Building Lot is more particularly delineated and shaded RED in the approved
 Layout Plan, a copy of which is annexed as the First Schedule;

AND WHEREAS the Developer has, at its own cost and expense, obtained the approval of the building plans
 relating to the said Building (hereinafter referred to as "the Building Plan") from the Appropriate Authority, a
 copy of which is annexed as the Second Schedule, and the said Building is described in the Building Plan as

Type specified in the Second Schedule;

AND WHEREAS the Developer has opened a Housing Development Account No.
with (name of bank or financial institution) with its registered office at
.....;

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said
Property with vacant possession and subject to the terms and conditions hereinafter contained;

AND WHEREAS for the purpose of this Agreement, the Developer is represented by Messrs
..... (if none state so) whilst the Purchaser is represented by Messrs
..... (if none state so);

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

In this Agreement, where the context requires so--

- (a) "Appropriate Authority" means any authority authorised under any written law in force in Peninsular Malaysia to approve subdivision of land, building plans, the issuance of document of title and to enforce any other laws and includes any corporation, company or private agency licensed by the Appropriate Authority to provide water, electricity, telecommunication, sewerage services and other related services;
- (b) "certificate of completion and compliance" means the certificate of completion and compliance given or granted under the Street, Drainage and Building Act 1974 [Act 133] and any by-laws made under that Act certifying that the housing accommodation has been completed and is safe and fit for occupation but does not include partial certificate of completion and compliance;
- (c) "Controller" means the Controller of Housing appointed under section 4 of the Housing Development (Control and Licensing) Act 1966;
- (d) "housing developer" means any person, body of persons, company, firm or society (by whatever name described), who or which engages in or carries on or undertakes or causes to be undertaken a housing development and in a case where the housing developer is under liquidation, includes a person or a body appointed by a court of competent jurisdiction to be the provisional liquidator or liquidator for the housing developer;
- (e) "Purchaser" includes his heirs, personal representatives, successors in title and 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;
- (f) "ready for connection" means electrical points and water fittings and fixtures in the said Building have been installed by the Developer and are fully functional and supply is available for tapping into individual building units;
- (g) words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

2. Property free from agricultural, industrial and building restrictions

The *Proprietor or the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Property free from any agricultural or industrial condition expressed or implied and any restriction against the building of housing accommodation on the said Building Lot and all encumbrances other than those imposed by the provisions of this Agreement or already subsisting at the date of this Agreement (if any) and any condition expressed or implied affecting the title of the said Property.

3. Property free from encumbrances before the Purchaser takes vacant possession of the said Property

(1) The *Proprietor or the Developer shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrance without the prior written consent of the Purchaser and the *Proprietor or the Developer hereby undertakes that the said Property shall be free from any encumbrance immediately prior to the Purchaser taking vacant possession of the said Property.

(2) The Purchaser shall give such written consent to the *Proprietor or the Developer encumbering the said Land for the purpose of obtaining financial facility from any bank or financial institution only if the Purchaser has first received confirmation in writing from the relevant bank or financial institution disclaiming their rights and interests over the said Property and undertaking to exclude the said Property from any foreclosure proceedings which such bank or financial institution may take against the *Proprietor or the Developer or the said Land.

(3) In the event the said Land shall be encumbered to any bank or financial institution by the *Proprietor or the Developer, the *Proprietor or the Developer shall immediately after the date of this Agreement, deliver or cause to be delivered to the Purchaser or the Purchaser's Financier (as hereinafter defined) a copy of the redemption statement and undertaking letter issued by such bank or financial institution in respect of the said Building Lot and shall authorise the Purchaser to pay such portion of the purchase price or the Purchaser's Financier to release such portion of the financial facility, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Building Lot directly to such bank or financial institution and thereafter the balance purchase price or the balance financial facility to the Developer provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule.

(4) A proportion of such part of the instalments envisaged in items 2(a), (b) and (c) of the Third Schedule as may be agreed between the Developer and its financier (taking into account the redemption sum) and which proportion shall be informed to the Purchaser separately in writing shall be applied towards settlement of the redemption sum in full. In the event the redemption sum is greater than the said instalments, the redemption sum shall be fully settled by the Developer to its financier with the consent of the Purchaser before payment by the Purchaser of monies in excess of 50% of the purchase price.

4. Purchase price

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

5. Manner of payment of purchase price

(1) The purchase price shall be paid by the Purchaser to the Developer by instalments and at the time and in the manner prescribed in the Third Schedule. The Developer is not bound to commence or complete the works in the order referred to in the Third Schedule and the Purchaser shall pay the instalments according to the stage of works completed by the Developer provided that any damage to the completed works by subsequent stage of works shall be repaired and made good by the Developer at its own cost and expense before the Purchaser takes vacant possession of the said Property.

(2) Every notice referred to in the Third Schedule requesting for payment shall be supported by a certificate signed by the Developer'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.

6. Financial facility

(1) If the Purchaser is desirous of obtaining a financial facility to finance the payment of the purchase price of the said Property (hereinafter referred to as "the Financial Facility"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, make a written application for the Financial Facility to the Developer who shall use its best endeavours to obtain the Financial Facility for the Purchaser from a bank, a building society or a financial institution (hereinafter referred to as "the Purchaser's Financier") and if the Financial Facility is obtained, the Purchaser shall, within thirty (30)

days, execute all necessary forms and documents and pay all fees, legal costs and stamp duty in respect thereof.

(2) The Purchaser shall utilise the whole of the Financial Facility towards the payment of the purchase price of the said Property at the time and in the manner prescribed in the Third Schedule.

(3) If the Purchaser fails to obtain the Financial Facility due to his ineligibility of income and has produced proof of such ineligibility to the Developer, the Purchaser shall then be liable to pay to the Developer only one per centum (1%) of the purchase price and this Agreement shall subsequently be terminated. In such an event, the Developer shall, within thirty (30) days of the date of the termination, refund to the Purchaser the balance of any amount paid by the Purchaser.

(4) If the Purchaser fails to accept the Financial Facility or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Financial Facility is withdrawn by the Purchaser's Financier, as the case may be, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

(5) In the event that the Developer shall not be able to obtain any financial facility for the Purchaser, the Developer shall, within thirty (30) days after the receipt of the notification of rejection of the Financial Facility, inform the Purchaser of the same and the Developer shall not in any way be liable to the Purchaser for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the Financial Facility shall not be a ground for any delay in the payment or for any non-payment on due dates of any of the instalments of the purchase price as set out in the Third Schedule.

(6) If required by the Purchaser's Financier and upon receipt by the Developer of an unconditional undertaking from the Purchaser's Financier to pay the Financial Facility sum in the manner prescribed in the Third Schedule, the Developer shall forward to the Purchaser's Financier an undertaking to refund the Financial Facility sum in the event the instrument of transfer of the said Property cannot be registered in favour of the Purchaser for any reason which is not attributable to the Purchaser.

7. Financial facility from Federal or State Government or statutory authority

(1) If the Purchaser is desirous of obtaining a financial facility from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides financial facilities (which in this context shall be referred to as "the Government"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, inform the Developer of the same in writing and the Purchaser shall do all acts and things necessary to secure the Financial Facility.

(2) If the Purchaser fails to obtain the Financial Facility for any reason whatsoever, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

8. Purchaser's rights to initiate and maintain action

The Purchaser shall be entitled on his own volition and in his own name to initiate, commence, institute and maintain in any court or tribunal any action, suit or proceedings against the *Proprietor or the Developer or any other persons in respect of any matter arising out of this Agreement provided the Purchaser's Financier or the Government under a deed of absolute assignment is notified in writing either before or within thirty (30) days after the action, suit or proceedings against the *Proprietor or the Developer or any such other persons has been filed before any court or tribunal.

9. Time essence of contract

Time shall be the essence of the contract in relation to all provisions of this Agreement.

10. Late payment charges

(1) Without prejudice to the Developer's right under clause 11 and subject to subclause (3), if any of the instalments set out in the Third Schedule shall remain unpaid by the Purchaser at the expiration of the period of thirty (30) days as stipulated in the Third Schedule, late payment charges on such unpaid instalment shall commence immediately thereafter and be payable by the Purchaser and such charges shall be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Developer shall not be entitled to impose charges on the 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 notice for progressive claims referred to in the Third Schedule furnished by the Developer to the Purchaser, the Purchaser's Financier or the Government is not complete or does not comply with the requirement of subclause 5(2);
- (b) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, such bank or financial institution delays or fails to issue and deliver the redemption statement and undertaking letter in respect of the said Building Lot to the Purchaser, the Purchaser's Financier or the Government;
- (c) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, the Purchaser's Financier or the Government refuses to release the relevant portion of the sum financed 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 Building Lot; or
- (d) in the event the Purchaser has obtained the Financial Facility, the Developer fails to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser.

(3) In the event the Purchaser has obtained a Financial Facility from the Government, the Developer shall not be entitled to impose late payment charges in respect of any of the instalments set out in the Third Schedule for a period of six (6) months commencing from the date of this Agreement.

11. Default by Purchaser and determination of Agreement

(1) If the Purchaser--

- (a) subject to subclause (3), fails to pay any instalment payable under subclause 5(1) in accordance with the Third Schedule or any part thereof and any late payment charges payable under clause 10 for any period in excess of thirty (30) days after the due date of the instalment or late payment charges;
- (b) subject to subclause (3), fails to pay any sum payable under this Agreement for any period in excess of thirty (30) days after the due date of such sum;
- (c) commits any breach of or fails to perform or observe any material term, condition or covenant of this Agreement; 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, being a company, enters into liquidation, whether voluntary or otherwise,
- (e) the Developer may, subject to subclause (2), annul the sale of the said Property and forthwith terminate this Agreement and in such an event--
 - (i) the Developer shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Developer shall see fit as if this Agreement had not been entered into;
 - (ii) the instalments previously paid by the Purchaser to the Developer, excluding any late payment charges paid, shall be dealt with and disposed of as follows:
 - (A) firstly, all late payment charges calculated in accordance with clause 10 owing and unpaid shall be paid to the Developer;

- (B) secondly, a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Developer; and
 - (C) lastly, the residue thereof shall be refunded to the Purchaser;
- (iii) neither party hereto shall have any further claim against the other for costs, damages, compensations or otherwise under this Agreement; and
 - (iv) each party hereto shall pay its own costs in the matter.

(2) Upon the occurrence of any of the events set out in paragraph 11(1)(a), (b), (c) or (d), the Developer shall give the Purchaser or his solicitors not less than thirty (30) days notice in writing by A.R. Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile such default or breach alleged is rectified or such unpaid instalments and late payment charges are paid or subclause (3) shall apply, this Agreement shall, at the expiration of the said notice at the option of the Developer be deemed to be terminated.

(3) If the Purchaser shall have, before the expiry of the said thirty (30) days notice, obtained approval of the Financial Facility and paid the difference between the purchase price and the Financial Facility and delivered to the Developer the undertaking letter from the Purchaser's Financier or the Government to release the Financial Facility to the Developer, the Developer then shall not annul the sale of the said Property and terminate this Agreement unless the Purchaser's Financier or the Government shall default in its undertaking to release the Financial Facility to the Developer or fail to make the first disbursement of the Financial Facility to the Developer within thirty (30) days from the expiry of the said thirty (30) days notice.

12. Transfer of title

Subject to the payment of the purchase price by the Purchaser to the Developer in accordance with subclause 5(1) and the observance of all the terms and conditions herein provided, the Developer shall, at no additional cost and expense to the Purchaser on or before the date of delivery of vacant possession, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser or the Purchaser's solicitor together with a separate issue document of title to be presented for registration in favour of the Purchaser.

13. Title not yet issued and transfer of title

(1) Notwithstanding clause 12, if the separate title to the said Property is not issued for any reason not attributable to the Developer, then the Developer may apply to the Controller for a certification in writing to deliver the vacant possession of the said Property within the time stipulated for the handing over of vacant possession under subclause 24(1) and in the manner stipulated in clause 26. The delivery of vacant possession of the said Property to the Purchaser pursuant to this clause shall be accompanied with a copy of the written certification issued by the Controller.

(2) Upon the issuance of the separate title to the said Property, the Developer shall, at no additional cost and expense to the Purchaser, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser or the Purchaser's solicitor together with a separate issue document of title to be presented for registration in favour of the Purchaser.

(3) When the document of separate title to the said Property has been registered in the name of the Purchaser, the Developer shall hand over to the Purchaser the original issue document of separate title registered in the name of the Purchaser within thirty (30) days from the date of registration thereof.

(4) If the Developer fails to comply with subclause (3), the Developer shall be liable to pay to the Purchaser liquidated damages calculated at the same rate as for delay in rendering vacant possession of

the said Property to the Purchaser under subclause 24(2).

14. Position, measurement, boundaries or area of the Building Lot

(1) The position of the said Building Lot in relation to the other lots shown in the Layout Plan in the First Schedule and the measurements, boundaries or area of the said Building Lot as given in this Agreement are believed but not guaranteed to be correct and if the measurements, boundaries or area of the said Building Lot shown in the Layout Plan in the First Schedule shall be different from its measurements, boundaries or area as shown in the final document of title when issued, the purchase price of the said Building Lot calculated at the rate of Ringgit: (RM.....) only per square metre shall be adjusted accordingly.

(2) The Developer may only claim from the Purchaser any payment resulting from the adjustment up to a maximum sum which is equivalent to the value of two per centum (2%) of the total area of the said Building Lot as shown in the final document of title.

(3) Any payment resulting from the adjustment and required to be paid by the Developer or the Purchaser, as the case may be, shall be so paid within thirty (30) days of the issue of the final document of title.

(4) Where the Layout Plan of the housing development, including the said Building Lot, has been approved by the Appropriate Authority, no alteration to the Layout Plan shall be made or carried out except as may be required or approved by the Appropriate Authority. Such alteration shall not annul the Agreement or be the subject of any claim for damages or compensation by or against any party to the Agreement except where the alteration to the Layout Plan results in a change of the land area or the built-up area.

15. Materials and workmanship to conform to description

(1) The said Building shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule and in accordance with the plans approved by the Appropriate Authority as in the Second Schedule, which descriptions and plans have been accepted and consented by the Purchaser, as the Purchaser hereby acknowledges.

(2) No changes or deviations from the approved plans shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority.

(3) The Purchaser shall not be liable for the cost of such changes or deviations and in the event that the changes or deviations involve the substitution or use of cheaper materials or the omission of works originally agreed to be carried out by the Developer, the Purchaser shall be entitled to a corresponding reduction in the purchase price or to damages, as the case may be.

16. Restriction against variation by Purchaser

(1) The Purchaser shall not carry out or cause to be carried out any variation to the said Building and description therein or any alteration or addition to the said Building or install or cause to be installed any fixtures or fittings therein which would involve the amendment of the approved Building Plan or the submission of further plans without the prior written consent of the Developer until the relevant certificate of completion and compliance has been issued.

(2) Where the Developer agrees to carry out such alterations or additional works for the Purchaser, the Developer shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates or charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within thirty (30) days of the Developer's request in writing for such payment.

17. Restriction against change to colour code

Notwithstanding the provisions of clause 16, the Purchaser shall not carry out or cause to be carried out any change in the colour of the exterior of the said Building without the prior written consent of the Appropriate Authority.

This applies only to Federal Territory of Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536].

18. Infrastructure and maintenance

(1) The Developer 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 housing development, in accordance with the requirements and standards of the Appropriate Authority.

(2) The Developer shall also bear all costs and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting.

(3) On completion of the construction of the infrastructure, the Developer shall do everything possible within its powers to have the same taken over and maintained by the Appropriate Authority, but until the infrastructure 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 justifiable proportion of the cost and expense incurred for the maintenance, upkeep and repair of the infrastructure but excluding the cost and expense of maintaining, upkeeping and repairing the areas reserved for roads, open spaces, electricities, substations, sewerage treatment systems and other communal amenities. Apportionment of an appropriate contribution for the maintenance, upkeep and repair of the infrastructure shall be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Controller, any other competent persons appointed by the Developer.

(4) Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer which shall contain 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 Developer in respect thereof.

19. Payment of outgoings

(1) The Purchaser shall be liable for all outgoings including quit rent, rate, tax, assessment and other charges in respect of the said Property as from the date he takes vacant possession of the said Property or from the date the said Property is transferred to the Purchaser, whichever is earlier.

(2) In the event the said Property is not transferred to the Purchaser on the date he takes vacant possession of the said Property, the Purchaser shall indemnify the Developer for such outgoings in respect of the said Property in such proportion as the area of the said Building Lot bears to the total area of the said Land excluding areas reserved for roads, open spaces, electricities, substations, sewerage treatment systems and other communal amenities and shall continue to pay the same from the date he takes vacant possession of the said Property until the said Property is transferred to him.

20. Maintenance of services

(1) The Developer shall provide services as may be required by the local authority serving the said housing development from the date the Purchaser takes vacant possession of the said Property until such services are taken over by the Appropriate Authority but until they are so taken over, the Purchaser shall, from the date he takes vacant possession of the said Property, contribute from time to time a fair and justifiable proportion of the cost and expense of such services, such apportionment to be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Controller, any other competent persons appointed by the Developer.

(2) The Purchaser shall pay such contribution for the first six (6) months in advance on the date he takes vacant possession of the said Property and any payment thereafter shall be payable monthly in advance commencing from the seventh month from the date of the said vacant possession. Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer which shall contain a list and description of the services provided, the expenditure incurred and the amount of such contribution due to the Developer in respect thereof. Upon such services having been taken over by the Appropriate Authority, the Developer shall, within thirty (30) days after the date of the notification issued by the Appropriate Authority of such taking over, refund to the Purchaser the balance of the amount of such contribution paid by the Purchaser after deducting the amount due to the Appropriate Authority.

21. Water, electricity, gas piping, telecommunication trunking

(1) The Developer shall, at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas piping (if any) and internal telecommunication trunking and cabling to serve the said housing development and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas supply installations (if any) of the said Property to the water, electricity, sewerage and gas mains (if any) of the Appropriate Authority.

(2) The Purchaser shall be liable for and shall pay, within thirty (30) days after the receipt of a notice requesting for payment from the Developer, the deposits for the installation of water, electricity and gas meters (if any) and the Developer shall bear all other costs, if any.

(3) The Purchaser may apply for telecommunication services and shall be liable for and shall pay the deposits for such services.

22. Compliance with written laws

(1) The Developer hereby warrants to and undertakes with the Purchaser that the Developer has a valid housing developer's licence bearing the numbers specified above which shall be renewed and remain valid for such period as required by law.

(2) The Developer shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law affecting the said housing development and shall keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written law.

23. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Developer in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Developer 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 Developer of its obligations and liabilities under this Agreement.

24. Time for delivery of vacant possession

(1) Vacant possession of the said Property shall be delivered to the Purchaser in the manner stipulated in clause 26 within twenty-four (24) months from the date of this Agreement.

(2) If the Developer fails to deliver vacant possession of the said Property in the manner stipulated in clause 26 within the period stipulated in subclause (1), the Developer shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of ten per centum (10%) per annum of the purchase price from the expiry of the period stipulated in subclause (1) until the date the Purchaser takes vacant possession of the said Property.

(3) The Developer shall pay any liquidated damages referred to in subclause (2) to the Purchaser immediately after the Developer has given notice requesting the Purchaser to take possession of the said Property in the manner stipulated in clause 26, failing which the Purchaser shall be entitled to deduct such liquidated damages from any instalment of the purchase price due to the Developer.

(4) 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.

25. Developer to obtain the certificate of completion and compliance

The Developer shall, at its own cost and expense, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the certificate of completion and compliance in respect of the said Building.

26. Manner of delivery of vacant possession

(1) The Developer shall let the Purchaser into possession of the said Property upon the following:

- (a) the issuance of a certificate of completion and compliance;
- (b) water and electricity supply are ready for connection to the said Building;
- (c) the Purchaser having paid all monies payable under subclause 5(1) in accordance with the Third Schedule and all other monies due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement; and
- (d) the completion of any alteration or additional work under subclause 16(2), if any.

(2) The delivery of vacant possession by the Developer shall be supported by a certificate of completion and compliance and includes the handing over of the keys of the said Building to the Purchaser.

(3) Upon the expiry of thirty (30) days from the date of service of a notice from the Developer 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.

27. Defect liability period

(1) Any defect, shrinkage or other faults in the said Building which becomes apparent within twenty-four (24) months after the date the Purchaser takes vacant possession of the said Property and which are due to defective workmanship or materials or; the said Building not having been constructed in accordance with the plans and descriptions as specified in the Second and Fourth Schedules as approved or amended by the Appropriate Authority, shall be repaired and made good by the Developer at its own cost and expense within thirty (30) days of the Developer having received written notice thereof from the Purchaser.

(2) If the defect, shrinkage or other faults in the said Building have not been made good by the Developer within thirty (30) days referred to in subclause (1), the Purchaser shall be entitled to carry out the works to repair and make good such defect, shrinkage or other faults himself and to recover from the Developer the costs of repairing and making good the same and the Purchaser may deduct such costs from any sum which has been held by the Developer's solicitors as stakeholders under item 5 of the Third Schedule, provided that the Purchaser shall, at any time after the expiry of the period of thirty (30) days, notify the Developer of the costs of repairing and making good such defect, shrinkage or other faults before the commencement of the works and shall give the Developer an opportunity to carry out the works himself within thirty (30) days from the date the Purchaser has notified the Developer of his intention to carry out the works and provided further that the Purchaser shall carry out and commence the works as soon as practicable after the Developer's failure to carry out the works within the said thirty (30) days. In such an event, the Developer's solicitors shall release such costs to the Purchaser from the

stakeholder sum held by the Developer's solicitors under item 5 of the Third Schedule within thirty (30) days after the receipt by the Developer's solicitors of the Purchaser's written demand specifying the amount of such costs.

(3) Subject to subclause (2), where the Purchaser has, before the expiry of the period of eight (8) months or twenty-four (24) months after the date the Purchaser takes vacant possession of the said Property as set out in items 5(a) and (b) of the Third Schedule, respectively, duly served on the Developer's solicitors a copy of the written notice from the Purchaser to the Developer under subclause (1) to rectify the defect, shrinkage or other faults in the said Building, the Developer's solicitors shall not release to the Developer the relevant sum held by the Developer's solicitors as stakeholders under item 5(a) or (b) of the Third Schedule, as the case may be, until the Developer's solicitors shall have received a certificate signed by the Developer's architect certifying that such defect, shrinkage or other faults in the said Building have been repaired and made good by the Developer.

(4) The Developer's solicitors referred to in this clause shall mean Messrs of or such firm of solicitors appointed by the Developer from time to time in replacement thereof, provided that--

- (a) before any sum under item 5 of the Third Schedule has been paid to the Developer's solicitors as stakeholders, the Developer may replace the Developer's solicitors after prior written notice has been given to the Purchaser or the Purchaser's Financier or the Government; and
- (b) after any sum under item 5 of the Third Schedule has been paid to the Developer's solicitors as stakeholders, the Developer shall not replace the Developer's solicitors without the prior written consent of the Purchaser.

28. Common rights of Purchaser

(1) The Developer confirms that the said Building 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, assigns, servants, agents, licensees and invitees in common with the Developer and all other persons having the like rights and liberties to use without or with any vehicle 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 connections and thereafter to use in a proper manner the drains, pipes, cables and wires laid or constructed by the Developer under or over such roads.

(2) The Developer hereby undertakes that the purchasers of the building 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.

29. Service of documents

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

- (a) if it is sent by the party or his solicitors by registered post addressed to the other party's address hereinbefore mentioned and in such case, the notice, request or demand shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such notice, request or demand; or
- (b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

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

30. Cost to be borne

(1) Each party shall bear his or its own solicitors' costs in respect of the sale and purchase of the said Property.

(2) The Purchaser shall bear the stamp duty and registration fee for this Agreement and the subsequent transfer of the said Property to the Purchaser.

(3) The Developer shall bear all costs, charges and expenses incurred in the application for obtaining the consent of the relevant State Authority to transfer the said Property to the Puchaser, if any.

31. Assignment

The Purchaser may assign all his rights, interests and titles in and to the said Property to third parties without the consent of the Proprietor (where applicable) or the Developer, and the Purchaser shall give notice of the assignment to the Proprietor (where applicable) or the Developer provided--

- (a) the Purchaser has fully paid the purchase price and duly complied with all the terms, conditions and stipulations on the Purchaser's part contained herein; or
- (b) before the full payment of the purchase price, the Developer and the Purchaser's Financier have given to each other the undertaking required under subclause 6(6).

32. Preamble and Schedules

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

33. Persons to be bound by Agreement

This Agreement shall be binding upon the successors in title and assigns of the Developer, the heirs, personal representatives, successors in title and assigns of the Purchaser *or the Proprietor.

FIRST SCHEDULE

(Copy of approved Layout Plan attached)

Approved Layout Plan Reference No.:

Name of Appropriate Authority:

SECOND SCHEDULE

(Copy of approved Building Plan attached)

Approved Building Plan Reference No.:

Name of Appropriate Authority:

- 1. Floor Plan Attached
- 2. Section Plan Attached
- 3. Front Elevation Attached

4. Back Elevation Attached

* 5. Side Elevation Attached

THIRD SCHEDULE

(Clause 5)

SCHEDULE OF PAYMENT OF PURCHASE PRICE

<i>Instalments Payable</i>		<i>%</i>	<i>Amount</i>
1.	Immediately upon the signing of this Agreement	10	RM
2.	Within thirty (30) days after the receipt by the Purchaser of the Developer's written notice of the completion of--		
	(a) the foundation of the said Building	10	RM
	(b) the structural framework of the said Building	15	RM
	(c) the walls of the said Building with door and window frames placed in position	10	RM
	(d) the roofing, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Building	10	RM
	(e) the internal and external finishes of the said Building including the wall finishes	10	RM
	(f) the sewerage works serving the said Building	5	RM
	(g) the drains serving the said Building	2.5	RM
	(h) the roads serving the said Building	2.5	RM
3.	On the date the Purchaser takes vacant possession of the said Property with water and electricity supply ready for connection	17.5	RM
4.	On the date the Purchaser takes vacant possession of the said Property as in item 3 where the Developer has delivered to the Purchaser or the Purchaser's Solicitor the original issue document of title to the said Building Lot registered in the name of the Purchaser	2.5	RM
5.	On the date the Purchaser takes vacant possession of the said Property as in item 3 and to be held by the Developer's solicitor as stakeholder for payment to the Developer as follows:	5	RM
	(a) two point five per centum (2.5%) at the expiry of the period of eight (8) months after the date the Purchaser takes vacant possession of the said Property; and		
	(b) two point five per centum (2.5%) at the expiry of the period of twenty-four (24) months after the date the Purchaser takes vacant possession of the said Property		
TOTAL		100	RM

FOURTH SCHEDULE

(Clause 15)

BUILDING DESCRIPTION

- (a) Structure:
(b) Wall:

- (c) Roofing covering:
- (d) Roof framing:
- (e) Ceiling
- (f) Windows:
- (g) Doors:
- (h) Ironmongery:
- (i) Wall finishes:
- (j) Floor finishes:
- (k) Sanitary and plumbing fittings:
- (l) Electrical installation:
- (m) Internal telecommunication trunking and cabling:
- * (n) Fencing:
- * (o) Turfing:
- * (p) Gas piping:

Note: The Developer shall, at its own cost and expense, install or construct all of the items listed above in accordance with the description set out save for the item or items marked with an * which may be deleted if not applicable.

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

Signed by:.....

.....
 the abovementioned Developer in the presence of:

.....
 NRIC No.:



Signed by:.....

.....
 the abovementioned Purchaser in the presence of:

.....
 NRIC No.:



Signed by:.....

.....
 the abovementioned Proprietor in the presence of:

.....
 NRIC No.:



* Delete whichever is not applicable.

SCHEDULE H

HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966
HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989

(Subregulation 11(1))

SALE AND PURCHASE AGREEMENT (BUILDING OR LAND INTENDED FOR SUBDIVISION INTO PARCELS)

AN AGREEMENT made this day of BETWEEN a company incorporated in Malaysia and a housing developer duly licensed under the Housing Development (Control and Licensing) Act 1966 (Licence No.) with its registered office at (hereinafter called "the Developer") of the *one/first part AND *Co. No./NRIC No. of (hereinafter called "the Purchaser") of the *other/second part *AND *Co. No./NRIC No. .. of (hereinafter called "the Proprietor") of the third part.

PREAMBLE:

WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that *freehold/leasehold land of years expiring on held under (description of title) and No. of Title *Lot No./L.O. No. Section in the *Town/Village/Mukim District of State of .. in an area measuring approximately hectares/square metres (hereinafter referred to as "the said Land") *and has granted the Developer the absolute right to develop the said Land as a housing development and to sell the said Land;

*AND WHEREAS the Proprietor hereby agrees to the sale of the said Land for the purpose of this Agreement;

AND WHEREAS the said Land is charged to with its registered office at as security for the financial facility granted to the Developer;

AND WHEREAS the Developer has, at its own cost and expense, obtained the approval of the building plans (hereinafter referred to as "the Building Plan") from the Appropriate Authority, a copy of a schedule of parcels has been filed with the Commissioner of Building under the Strata Management Act 2013 [Act 757];

AND WHEREAS the Developer is developing the said Land as a housing development known as *Phase..... (name of development and phase of development, if applicable) complete thereon with the common facilities described in the Second Schedule under the licence bearing the numbers specified above and the Developer is selling the housing accommodation to be erected thereon under Advertisement and Sale Permit No.;

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase a parcel of housing accommodation with vacant possession distinguished as Parcel No.: which is delineated and shaded GREEN in the *Storey Plan/Delineation Plan, measuring square meters *within Storey No.: of Building No.:of Land Parcel No.: which is in turn delineated in the copy of such schedule and shaded RED in the Site Plan (hereinafter referred to as "the said Building") *with accessory parcel distinguished as accessory parcel No.: of *Building/Land Parcel No.:..... (which is delineated in the copy of such schedule and shaded BLUE in the Accessory Parcel Plan annexed to the First Schedule) (hereinafter referred to as "the said Parcel"), subject to the terms and conditions hereinafter contained;

AND WHEREAS the allocated share units assigned to the said Parcel by the Developer's licensed land surveyors in the schedule of parcels filed with the Commissioner of Buildings under the Strata Management Act 2013;

AND WHEREAS the Developer has opened a Housing Development Account No. with.....(name of bank or financial institution) with its registered office at.....;

AND WHEREAS for the purpose of this Agreement, the Developer is represented by Messrs (if none state so) whilst the Purchaser is represented by Messrs (if none state so);

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

In this Agreement, where the context requires so--

- (a) "accessory parcel" means any parcel shown in a strata plan as an accessory parcel which is used or intended to be used in conjunction with a parcel;
- (b) "Appropriate Authority" means any authority authorised under any written law in force in Peninsular Malaysia to approve subdivision of land, subdivision of buildings, building plans, the issuance of document of title and to enforce any other laws and includes any corporation, company or private agency licensed by the Appropriate Authority to provide water, electricity, telecommunication, sewerage services and other related services;
- (c) "certificate of completion and compliance" means the certificate of completion and compliance given or granted under the Street, Drainage and Building Act 1974 [Act 133] and any by-laws made under that Act certifying that the housing accommodation has been completed and is safe and fit for occupation but does not include partial certificate of completion and compliance;
- (d) "common property"--
 - (i) in relation to a building or land intended for subdivision into parcels, means so much of the development area--
 - (A) as is not comprised in any parcel or proposed parcel; and
 - (B) used or capable of being used or enjoyed by occupiers of two or more parcels or proposed parcels; or
 - (ii) in relation to a subdivided building or land, means so much of the lot--
 - (A) as is not comprised in any parcel, including any accessory parcel, or any provisional block as shown in a certified strata plan; and
 - (B) used or capable of being used or enjoyed by occupiers of two or more parcels;
- (e) "Controller" means the Controller of Housing appointed under section 4 of the Housing Development (Control and Licensing) Act 1966;
- (f) "housing developer" means any person, body of persons, company, firm or society (by whatever name described), who or which engages in or carries on or undertakes or causes to be undertaken a housing development and in a case where the housing developer is under liquidation, includes a person or a body appointed by a court of competent jurisdiction to be the provisional liquidator or liquidator for the housing developer;
- (g) "joint management body" means the joint management body established under the Strata Management Act 2013;
- (h) "management corporation" means the management corporation established under the Strata Titles Act 1985;
- (i) "parcel"--
 - (i) in relation to a building intended for subdivision, means one of the individual units comprised therein, which (except in the case of an accessory parcel) is to be held

- under a separate strata title;
 - (ii) in relation to a land intended for subdivision, means one of the individual units of land parcels which is to be held under a separate strata title;
 - (iii) in relation to a subdivided building, means one of the individual units comprised therein, which (except in the case of an accessory parcel) is held under a separate strata title; and
 - (iv) in relation to subdivided land, means one of the individual units of land parcels which is held under a separate strata title;
- (j) "Purchaser" includes his heirs, personal representatives, successors in title and 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;
 - (k) "ready for connection" means electrical points and water fittings and fixtures in the said Parcel have been installed by the Developer and are fully functional and supply is available for tapping into individual parcels;
 - (l) words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

2. Parcel free from agricultural, industrial and building restrictions

The *Proprietor or the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Parcel free from any agricultural or industrial condition expressed or implied and any restriction against the building of housing accommodation thereon and all encumbrances other than those imposed by the provisions of this Agreement or already subsisting at the date of this Agreement (if any) and any condition expressed or implied affecting the title of the said Parcel.

3. Parcel free from encumbrances before the Purchaser takes vacant possession of the said Parcel

(1) The *Proprietor or the Developer shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrance without the prior written consent of the Purchaser and the *Proprietor or the Developer hereby undertakes that the said Parcel shall be free from any encumbrance immediately prior to the Purchaser taking vacant possession of the said Parcel.

(2) The Purchaser shall give such written consent to the *Proprietor or the Developer encumbering the said Land for the purpose of obtaining financial facility from any bank or financial institution only if the Purchaser has first received confirmation in writing from the relevant bank or financial institution disclaiming their rights and interests over the said Parcel and undertaking to exclude the said Parcel from any foreclosure proceedings which such bank or financial institution may take against the *Proprietor or the Developer or the said Land.

(3) In the event the said Land shall be encumbered to any bank or financial institution by the *Proprietor or the Developer, the *Proprietor or the Developer shall immediately after the date of this Agreement, deliver or cause to be delivered to the Purchaser or the Purchaser's Financier (as hereinafter defined) a copy of the redemption statement and undertaking letter issued by such bank or financial institution in respect of the said Parcel and shall authorise the Purchaser to pay such portion of the purchase price or the Purchaser's Financier to release such portion of the financial facility, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Parcel directly to such bank or financial institution and thereafter the balance purchase price or the balance financial facility to the Developer provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule.

(4) A proportion of such part of the instalments envisaged in items 2(a), (b) and (c) of the Third Schedule as may be agreed between the Developer and its financier (taking into account the redemption sum) and which proportion shall be informed to the Purchaser separately in writing shall be applied towards settlement of the redemption sum in full. In the event the redemption sum is greater than the said

instalments, the redemption sum shall be fully settled by the Developer to its financier with the consent of the Purchaser before payment by the Purchaser of monies in excess of 50% of the purchase price.

4. Purchase price

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

5. Manner of payment of purchase price

(1) The purchase price shall be paid by the Purchaser to the Developer by instalments and at the time and in the manner prescribed in the Third Schedule. The Developer is not bound to commence or complete the works in the order referred to in the Third Schedule and the Purchaser shall pay the instalments according to the stage of works completed by the Developer provided that any damage to the completed works by subsequent stage of works shall be repaired and made good by the Developer at its own cost and expense before the Purchaser takes vacant possession of the said Parcel.

(2) Every notice referred to in the Third Schedule requesting for payment shall be supported by a certificate signed by the Developer'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.

6. Financial facility

(1) If the Purchaser is desirous of obtaining a financial facility to finance the payment of the purchase price of the said Parcel (hereinafter referred to as "the Financial Facility"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, make a written application for the Financial Facility to the Developer who shall use its best endeavours to obtain the Financial Facility for the Purchaser from a bank, a building society or a financial institution (hereinafter referred to as "the Purchaser's Financier") and if the Financial Facility is obtained, the Purchaser shall, within thirty (30) days, execute all necessary forms and documents and pay all fees, legal costs and stamp duty in respect thereof.

(2) The Purchaser shall utilise the whole of the Financial Facility towards the payment of the purchase price of the said Parcel at the time and in the manner prescribed in the Third Schedule.

(3) If the Purchaser fails to obtain the Financial Facility due to his ineligibility of income and has produced proof of such ineligibility to the Developer, the Purchaser shall then be liable to pay to the Developer only one per centum (1%) of the purchase price and this Agreement shall subsequently be terminated. In such an event, the Developer shall, within thirty (30) days of the date of the termination, refund to the Purchaser the balance of any amount paid by the Purchaser.

(4) If the Purchaser fails to accept the Financial Facility or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Financial Facility is withdrawn by the Purchaser's Financier, as the case may be, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

(5) In the event that the Developer shall not be able to obtain any financial facility for the Purchaser, the Developer shall, within thirty (30) days after the receipt of the notification of rejection of the Financial Facility, inform the Purchaser of the same and the Developer shall not in any way be liable to the Purchaser for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the Financial Facility shall not be a ground for any delay in the payment or for any non-payment on due dates of any of the instalments of the purchase price as set out in the Third Schedule.

(6) If required by the Purchaser's Financier and upon receipt by the Developer of an unconditional undertaking from the Purchaser's Financier to pay the Financial Facility sum in the manner prescribed in the Third Schedule, the Developer shall forward to the Purchaser's Financier an undertaking to refund

the Financial Facility sum in the event the instrument of transfer of the said Parcel cannot be registered in favour of the Purchaser for any reason which is not attributable to the Purchaser.

7. Financial facility from Federal or State Government or statutory authority

(1) If the Purchaser is desirous of obtaining a financial facility from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides financial facilities (which in this context shall be referred to as "the Government"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, inform the Developer of the same in writing and the Purchaser shall do all acts and things necessary to secure the Financial Facility.

(2) If the Purchaser fails to obtain the Financial Facility for any reason whatsoever, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

8. Purchaser's rights to initiate and maintain action

The Purchaser shall be entitled on his own volition in his own name to initiate, commence, institute and maintain in any court or tribunal any action, suit or proceedings against the *Proprietor or the Developer or any other persons in respect of any matter arising out of this Agreement provided the Purchaser's Financier or the Government under a deed of absolute assignment is notified in writing either before or within thirty (30) days after the action, suit or proceedings against the *Proprietor or the Developer or any such other persons has been filed before any court or tribunal.

9. Time essence of contract

Time shall be the essence of the contract in relation to all provisions of this Agreement.

10. Late payment charges

(1) Without prejudice to the Developer's right under clause 11 and subject to subclause (3), if any of the instalments set out in the Third Schedule shall remain unpaid by the Purchaser at the expiration of the period of thirty (30) days as stipulated in the Third Schedule, late payment charges on such unpaid instalment shall commence immediately thereafter and be payable by the Purchaser and such charges shall be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Developer shall not be entitled to impose charges on the 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 notice for progressive claims referred to in the Third Schedule furnished by the Developer to the Purchaser, the Purchaser's Financier or the Government is not complete or does not comply with the requirement of subclause 5(2);
- (b) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, such bank or financial institution delays or fails to issue and deliver the redemption statement and undertaking letter in respect of the said Parcel to the Purchaser, the Purchaser's Financier or the Government; or
- (c) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, the Purchaser's Financier or the Government shall refuse to release the relevant portion of the sum financed 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 Parcel;

(3) In the event the Purchaser has obtained the Financial Facility from the Government, the Developer shall not be entitled to impose late payment charges in respect of any of the instalments set out in the Third Schedule for a period of six (6) months commencing from the date of this Agreement.

11. Default by Purchaser and determination of Agreement

(1) If the Purchaser--

- (a) subject to subclause (3), fails to pay any instalment payable under subclause 5(1) in accordance with the Third Schedule or any part thereof and any late payment charges payable under clause 10 for any period in excess of thirty (30) days after the due date of the instalment or late payment charges;
- (b) subject to subclause (3), fails to pay any sum payable under this Agreement for any period in excess of thirty (30) days after the due date of such sum;
- (c) commits any breach of or fails to perform or observe any material term, condition or covenant of this Agreement; 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, being a company, enters into liquidation, whether voluntary or otherwise,

the Developer may, subject to subclause (2), annul the sale of the said Parcel and forthwith terminate this Agreement and in such an event--

- (i) the Developer shall be entitled to deal with or otherwise dispose of the said Parcel in such manner as the Developer shall see fit as if this Agreement had not been entered into;
- (ii) the instalments previously paid by the Purchaser to the Developer, excluding any late payment charges paid, shall be dealt with and disposed of as follows:
 - (A) firstly, all late payment charges calculated in accordance with clause 10 owing and unpaid shall be paid to the Developer;
 - (B) secondly, a sum to be forfeited to the Developer as follows:
 - (i) where up to fifty per centum (50%) of the purchase price has been paid, a sum equal to ten per centum (10%) of the purchase price;
 - (ii) where more than fifty per centum (50%) of the purchase price has been paid, a sum equal to twenty per centum (20%) of the purchase price; and
 - (C) lastly, the residue thereof shall be refunded to the Purchaser;
 - (iii) neither party hereto shall have any further claim against the other for costs, damages, compensations or otherwise under this Agreement; and
 - (iv) each party hereto shall pay its own costs in the matter.

(2) Upon the occurrence of any of the events set out in paragraph 11(1)(a), (b), (c), or (d), the Developer shall give the Purchaser or his solicitors not less than thirty (30) days notice in writing by A.R. Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile such default or breach alleged is rectified or such unpaid instalments and late payment charges are paid or subclause (3) shall apply, this Agreement shall, at the expiration of the said notice at the option of the Developer be deemed to be terminated.

(3) If the Purchaser shall have, before the expiry of the said thirty (30) days notice, obtained approval of the Financial Facility and paid the difference between the purchase price and the Financial Facility and delivered to the Developer the undertaking letter from the Purchaser's Financier or the Government to release the Financial Facility to the Developer, the Developer then shall not annul the sale of the said Parcel and terminate this Agreement unless the Purchaser's Financier or the Government shall default in its undertaking to release the Financial Facility to the Developer or fail to make the first disbursement of the Financial Facility to the Developer within thirty (30) days from the expiry of the said thirty (30) days notice.

12. Separate strata title and transfer of title

(1) The *Proprietor or the Developer shall, at its own cost and expense and at no additional cost to the Purchaser and as expeditiously as possible, apply for subdivision of the said Building or Land intended for subdivision into parcels, as the case may be, so as to obtain the issue of separate strata titles to the said Parcel under the Strata Titles Act 1985 before the delivery of vacant possession to the Purchaser in the manner stipulated in clause 27.

(2) Upon the issuance of the separate strata title to the said Parcel and subject to the payment of the purchase price by the Purchaser to the Developer in accordance with subclause 5(1) and the observance of all the terms and conditions herein provided, the Developer shall, at no additional cost and expense to the Purchaser on or before the date of delivery of vacant possession, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Parcel to the Purchaser or the Purchaser's solicitor together with a separate strata title to be presented for registration in favour of the Purchaser.

13. Position and area of Parcel

(1) No error or misstatement as to the description of the area of the said Parcel shall annul the sale of the said Parcel or entitle the Purchaser to be discharged from the purchase.

(2) Any error or misstatement as to the description of the area of the said Parcel shall give the Purchaser an entitlement to an adjustment of the purchase price in accordance with the provisions of this clause.

(3) If the area of the said Parcel as shown in the strata title when issued is less than the area shown in the Building Plan, there shall be an adjustment of the purchase price for the difference (if any) in excess of two per centum (2%) of the area as shown in the Building Plan calculated at the rate of Ringgit: (RM.....) only per square metre.

(4) The Developer shall not be entitled to any adjustment of the purchase price if the area of the said Parcel as shown in the strata title exceeds the area shown in the Building Plan.

(5) Any payment resulting from the adjustment and required to be paid by the Developer shall be so paid within thirty (30) days of the issue of the strata title.

14. Materials and workmanship to conform to description

(1) The said Parcel together with all the common facilities, which shall form part of the common property, shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule and in accordance with the plans approved by the Appropriate Authority as in the Second Schedule, which descriptions and plans have been accepted and consented by the Purchaser, as the Purchaser hereby acknowledges.

(2) No changes or deviations from the approved plans shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority.

(3) The Purchaser shall not be liable for the cost of such changes or deviations and in the event that the changes or deviations involve the substitution or use of cheaper materials or the omission of works originally agreed to be carried out by the Developer, the Purchaser shall be entitled to a corresponding reduction in the purchase price or to damages, as the case may be.

15. Restriction against variation by Purchaser

(1) The Purchaser shall not carry out or cause to be carried out any variation to the said Parcel and description therein or any alteration or addition to the said Parcel or install or cause to be installed any fixtures or fittings therein which would involve the amendment of the approved Building Plan or the

submission of further plans without the prior written consent of the Developer until the relevant certificate of completion and compliance has been issued.

(2) Where the Developer agrees to carry out such alterations or additional works for the Purchaser, the Developer shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates or charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within thirty (30) days of the Developer's request in writing for such payment.

16. Restriction against change to colour code

Notwithstanding the provisions of clause 15, the Purchaser shall not carry out or cause to be carried out any change in the colour of the exterior of the said Parcel without the prior written consent of the Appropriate Authority.

This applies only to Federal Territory of Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536].

17. Infrastructure and maintenance

(1) The Developer shall, at its own cost and expense, construct or cause to be constructed the infrastructure serving the housing development on the said Land, including the roads, driveways, drains, culverts, water mains and sewerage system serving the said Building, in accordance with the requirements and standards of the Appropriate Authority.

(2) The Developer shall also bear all costs and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting.

(3) On completion of the construction of the infrastructure, the Developer shall do everything possible within its powers to have the same taken over and maintained by the Appropriate Authority, or the joint management body or the management corporation, as the case may be, but until the infrastructure 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 Parcel, contribute from time to time a fair and justifiable proportion of the cost and expense incurred for the maintenance, upkeep and repair of the infrastructure. Apportionment of an appropriate contribution for the maintenance, upkeep and repair of the infrastructure shall be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Commissioner of Building, any other competent persons appointed by the Developer.

(4) Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer 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 Developer in respect thereof.

18. Common facilities and services

(1) The Developer shall, at its own cost and expense, construct or cause to be constructed the common facilities, which shall form part of the common property, serving the housing development and provide services as specified in the Second Schedule.

(2) The Developer shall bear all costs and expenses for the maintenance and management of the said facilities and the provision of the said services until such date when the Purchaser takes vacant possession of the said Parcel.

19. Payment of charges, and contribution to the sinking fund

(1) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay to the Developer the charges, and the contribution to the sinking fund for the maintenance and

management of the building or land intended for subdivision into parcels and the common property in accordance with the Strata Management Act 2013.

(2) The Purchaser shall pay the charges, and the contribution to the sinking fund for the first four (4) months in advance and any payment thereafter shall be payable monthly in advance.

(3) Every written notice from the Developer to the Purchaser requesting for the payment of charges shall be supported by a charge statement issued by the Developer in the form annexed in the Fifth Schedule and full particulars of any increase in the charges shall be reflected in the subsequent charge statement.

20. Insurance

(1) It shall be the responsibility of the Developer to insure the said Building against loss or damage by fire and against all such other risks as the Developer may think fit until the vacant possession of the said Parcel is delivered to the Purchaser.

(2) Upon the issuance of the certificate of completion and compliance and the delivery of vacant possession of the said Parcel to the Purchaser, the Purchaser shall share the said responsibility with the Developer and other purchasers in accordance with the Strata Management Act 2013.

21. Payment of outgoings

(1) The Purchaser shall be liable for all outgoings including quit rent, rate, tax, assessment and other charges in respect of the said Parcel as from the date he takes vacant possession of the said Parcel or from the date the said Parcel is transferred to the Purchaser, whichever is earlier.

(2) In the event the separate strata title to the said Parcel is not transferred to the Purchaser on the date he takes vacant possession of the said Parcel, the Purchaser shall indemnify the Developer, the joint management body or the management corporation, as the case may be, for such outgoings in respect of the said Parcel and shall continue to pay the same from the date he takes vacant possession of the said Parcel until the said Parcel is transferred to him.

22. Water, electricity, gas piping, telecommunication trunking

(1) The Developer shall, at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas piping (if any) and internal telecommunication trunking and cabling to serve the said Building and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas supply installations (if any) of the said Parcel to the water, electricity, sewerage and gas mains (if any) of the Appropriate Authority.

(2) The Purchaser shall be liable for and shall pay, within thirty (30) days after the receipt of a notice requesting for payment from the Developer, the deposits for the installation of water, electricity and gas meters (if any) and the Developer shall bear all other costs, if any.

(3) The Purchaser may apply for telecommunication services and shall be liable for and shall pay the deposits for such services.

23. Compliance with written laws

(1) The Developer hereby warrants to and undertakes with the Purchaser that the Developer has a valid housing developer's licence bearing the numbers specified above which shall be renewed and remain valid for such period as required by law.

(2) The Developer shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law affecting the said housing development and shall keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written laws.

24. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Developer in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Developer 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 Plan and the due observance and performance by the Developer of its obligations and liabilities under this Agreement.

25. Time for delivery of vacant possession

(1) Vacant possession of the said Parcel shall be delivered to the Purchaser in the manner stipulated in clause 27 within thirty-six (36) months from the date of this Agreement.

(2) If the Developer fails to deliver vacant possession of the said Parcel in the manner stipulated in clause 27 within the period stipulated in subclause (1), the Developer shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of ten per centum (10%) per annum of the purchase price from the expiry of the period stipulated in subclause (1) until the date the Purchaser takes vacant possession of the said Parcel.

(3) The Developer shall pay any liquidated damages referred to in subclause (2) to the Purchaser immediately after the Developer has given notice requesting the Purchaser to take possession of the said Parcel in the manner stipulated in clause 27, failing which the Purchaser shall be entitled to deduct such liquidated damages from any instalment of the purchase price due to the Developer.

(4) 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 Parcel.

26. Developer to obtain the certificate of completion and compliance

The Developer shall, at its own cost and expense, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the certificate of completion and compliance in respect of the said Building.

27. Manner of delivery of vacant possession

(1) The Developer shall let the Purchaser into possession of the said Parcel upon the following:

- (a) the issuance of a certificate of completion and compliance;
- (b) the separate strata title relating to the said Parcel has been issued by the Appropriate Authority;
- (c) water and electricity supply are ready for connection to the said Parcel;
- (d) the Purchaser having paid all monies payable under subclause 5(1) in accordance with the Third Schedule and all other monies due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement; and
- (e) the completion of any alteration or additional work under subclause 15(2), if any.

(2) The delivery of vacant possession by the Developer shall be supported by a certificate of completion and compliance and includes the handing over of the keys of the Parcel to the Purchaser.

(3) Upon the expiry of thirty (30) days from the date of service of a notice from the Developer 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.

28. Strata title not yet issued and transfer of title

- (1)** Notwithstanding paragraph 27(1)(b), if the separate strata title to the said Parcel is not issued for any reason not attributable to the Developer, then the Developer may apply to the Controller for a certification in writing to deliver the vacant possession of the said Parcel within the time stipulated for the handing over of vacant possession under subclause 25(1) and in the manner stipulated in clause 27. The delivery of vacant possession of the said Parcel to the Purchaser pursuant to this clause shall be accompanied with a copy of the written certification issued by the Controller.
- (2)** Upon the issuance of the separate strata title to the said Parcel, the Developer shall, at no additional cost and expense to the Purchaser, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Parcel to the Purchaser or the Purchaser's solicitor together with a separate strata title to be presented for registration in favour of the Purchaser.
- (3)** When the document of separate strata title to the said Parcel has been registered in the name of the Purchaser, the Developer shall hand over to the Purchaser the original issue document of separate strata title registered in the name of the Purchaser within thirty (30) days from the date of registration thereof.
- (4)** If the Developer fails to comply with subclause (3), the Developer shall be liable to pay to the Purchaser liquidated damages calculated at the same rate as for delay in rendering vacant possession of the said Parcel to the Purchaser under subclause 25(2).

29. Completion of common facilities

- (1)** The common facilities serving the said housing development, which shall form part of the common property, shall be completed by the Developer within thirty-six (36) months from the date of this Agreement. The Developer's architect shall certify the date of completion of the common facilities and a copy of the certification shall be provided to the Purchaser.
- (2)** If the Developer fails to complete the common facilities in time, the Developer 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.
- (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 Developer completes the common facilities together with the architect's certification.

30. Defect liability period

- (1)** Any defect, shrinkage or other faults in the said Parcel or the said Building or the common property which becomes apparent within twenty-four (24) months after the date the Purchaser takes vacant possession of the said Parcel and which are due to defective workmanship or materials or; the said Parcel or the said Building or the said common property not having been constructed in accordance with the plans and descriptions as specified in the First and Fourth Schedules as approved or amended by the Appropriate Authority, shall be repaired and made good by the Developer at its own cost and expense within thirty (30) days of the Developer having received written notice thereof from the Purchaser.
- (2)** If the defect, shrinkage or other faults in the said Parcel or the said Building or the said common property have not been made good by the Developer within thirty (30) days referred to in subclause (1), the Purchaser shall be entitled to carry out the works to repair and make good such defect, shrinkage or other faults himself and to recover from the Developer the costs of repairing and making good the same and the Purchaser may deduct such costs from any sum which has been held by the Developer's solicitors as stakeholders under item 5 of the Third Schedule, provided that the Purchaser shall, at any time after the expiry of the period of thirty (30) days, notify the Developer of the costs of repairing and making good such defect, shrinkage or other faults before the commencement of the works and shall

give the Developer an opportunity to carry out the works himself within thirty (30) days from the date the Purchaser has notified the Developer of his intention to carry out the works and provided further that the Purchaser shall carry out and commence the works as soon as practicable after the Developer's failure to carry out the works within the said thirty (30) days. In such an event, the Developer's solicitors shall release such costs to the Purchaser from the stakeholder sum held by the Developer's solicitors under item 5 of the Third Schedule within thirty (30) days after the receipt by the Developer's solicitors of the Purchaser's written demand specifying the amount of such costs.

(3) Subject to subclause (2), where the Purchaser has, before the expiry of the period of eight (8) months or twenty-four (24) months after the date the Purchaser takes vacant possession of the said Parcel as set out in items 5(a) and (b) of the Third Schedule, respectively, duly served on the Developer's solicitors a copy of the written notice from the Purchaser to the Developer under subclause (1) to rectify the defect, shrinkage or other faults in the said Parcel or the said Building or the common facilities, the Developer's solicitors shall not release to the Developer the relevant sum held by the Developer's solicitors as stakeholders under item 5(a) or (b) of the Third Schedule, as the case may be, until the Developer's solicitors shall have received a certificate signed by the Developer's architect certifying that such defect, shrinkage or other faults in the said Parcel or the said Building or the said common facilities have been repaired and made good by the Developer.

(4) The Developer's solicitors referred to in this clause shall mean Messrs of or such firm of solicitors appointed by the Developer from time to time in replacement thereof, provided that--

- (a) before any sum under item 5 of the Third Schedule has been paid to the Developer's solicitors as stakeholders, the Developer may replace the Developer's solicitors after prior written notice has been given to the Purchaser or the Purchaser's Financier or the Government; and
- (b) after any sum under item 5 of the Third Schedule has been paid to the Developer's solicitors as stakeholders, the Developer shall not replace the Developer's solicitors without the prior written consent of the Purchaser.

31. Common rights of Purchaser

(1) The Developer 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, assigns, servants, agents, licensees and invitees in common with the Developer and all other persons having the like rights and liberties to use without or with any vehicle 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 and 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 Developer under or over such roads.

(2) The Developer hereby undertakes that the purchasers of the 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.

32. Service of documents

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

- (a) if it is sent by the party or his solicitors by registered post addressed to the other party's address hereinbefore mentioned and in such case, the notice, request or demand shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such notice, request or demand; or
- (b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

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

33. Cost to be borne

- (1) Each party shall bear his or its own solicitors' costs in respect of the sale and purchase of the said Parcel.
- (2) The Purchaser shall bear the stamp duty and registration fee for this Agreement and the subsequent transfer of the said Parcel to the Purchaser.
- (3) The Developer shall bear all costs, charges and expenses incurred in the application for obtaining the consent of the relevant State Authority to transfer the said Parcel to the Puchaser, if any.

34. Assignment

The Purchaser may assign all his rights, interests and titles in and to the said Parcel to third parties without the consent of the Proprietor (where applicable) or the Developer, and the Purchaser shall give notice of the assignment to the Proprietor (where applicable) or the Developer provided--

- (a) the Purchaser has fully paid the purchase price and duly complied with all the terms, conditions and stipulations on the Purchaser's part contained herein; or
- (b) before the full payment of the purchase price, the Developer and the Purchaser's Financier have given to each other the undertaking required under subclause 5(6).

35. Preamble and Schedules

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

36. Persons to be bound by Agreement

This Agreement shall be binding upon the successors in title and assigns of the Developer, the heirs, personal representatives, successors in title and assigns of the Purchaser * or the Proprietor.

FIRST SCHEDULE

(Copy of approved plans attached)

Approved Layout Plan Reference No.:

Name of Appropriate Authority:

- 1. Site PlanAttached
- 2. Layout PlanAttached
- 3. Floor Plan of the said ParcelAttached
- 4. *Storey Plan of the said Building/Delineation Plan of the said Land comprising the said ParcelAttached

*5. Accessory Parcel PlanAttached

*6. Common Facilities PlanAttached

SECOND SCHEDULE

COMMON FACILITIES AND SERVICES

(a) List and description of common facilities serving the said housing development

(b) List and description of services provided

THIRD SCHEDULE

(Clause 5)

SCHEDULE OF PAYMENT OF PURCHASE PRICE

	<i>Instalments Payable</i>	<i>%</i>	<i>Amount</i>
1.	Immediately upon the signing of this Agreement	10	RM
2.	Within thirty (30) days after the receipt by the Purchaser of the Developer's written notice of the completion of--		
	(a) the work below ground level of the said Building comprising the said Parcel including foundation of the said Building	10	RM
	(b) the structural framework of the said Parcel	15	RM
	(c) the walls of the said Parcel with door and window frames placed in position	10	RM
	(d) the roofing/ceiling, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Parcel	10	RM
	(e) the internal and external finishes of the said Parcel including the wall finishes	10	RM
	(f) the sewerage works serving the said Building	5	RM
	(g) the drains serving the said Building	2.5	RM
	(h) the roads serving the said Building	2.5	RM
3.	On the date the Purchaser takes vacant possession of the said Parcel, with water and electricity supply ready for connection	17.5	RM
4.	On the date the Purchaser takes vacant possession of the said Parcel as in item 3 where the Developer has executed and delivered to the Purchaser or the Purchaser's solicitor the instrument of transfer in favour of the Purchaser together with the original issue document of strata title to the said Parcel	2.5	RM
5.	On the date the Purchaser takes vacant possession of the said Parcel as in item 3 and to be held by the Developer's solicitor as stakeholder for payment to the Developer as follows:	5	RM
	(a) two point five per centum (2.5%) at the expiry of the period of eight (8) months after the date the Purchaser takes vacant possession of the said Parcel; and		
	(b) two point five per centum (2.5%) at the expiry of the period of twenty-four (24) months after the date the Purchaser takes vacant possession of the said Parcel		
	TOTAL	100	RM

FOURTH SCHEDULE

(Clause 14)

BUILDING DESCRIPTION

- (a) Structure:
- (b) Wall:
- (c) Roofing covering:
- (d) Roof framing:
- (e) Ceiling
- (f) Windows:
- (g) Doors:
- (h) Ironmongery:
- (i) Wall finishes:
- (j) Floor finishes:
- (k) Sanitary and plumbing fittings:
- (l) Electrical installation:
- (m) Internal telecommunication trunking and cabling:
- * (n) Fencing:
- * (o) Turfing:
- * (p) Gas piping:

Note: The Developer shall, at its own cost and expense, install or construct all of the items listed above in accordance with the description set out save for the item or items marked with an * which may be deleted if not applicable.

FIFTH SCHEDULE

(Clause 19)

FORM OF CHARGE STATEMENT

Project:

For the year:

Date:

Expenses details:

No.	Description	Estimated Monthly Expenses (RM)	Estimated Annual Expenses (RM)
1.	General repair/maintenance		
2.	Electricity supply		
3.	Electrical system maintenance		
4.	Fire fighting system maintenance		
5.	Generator system maintenance		
6.	Lift/escalator system maintenance		
7.	Air conditioning system maintenance		
8.	Security system maintenance		
9.	Main television reception equipment maintenance		
10.	Intercom repair and maintenance		

11.	Building automation system		
12.	Water supply		
13.	Swimming pool maintenance		
14.	Sewerage maintenance		
15.	Refuse collection/disposal		
16.	Car park maintenance		
17.	Pest control		
18.	Security services		
19.	Cleaning/cleansing services		
20.	Gardening and landscaping		
21.	Signage		
22.	Bank charges		
23.	Audit fee		
24.	Management fee		
25.	Management office expenses		
26.	Staff expenses		
	Total expenses	RM	RM
	** Amount per proposed share unit	RM	RM
	Number of proposed share units assigned to the said Parcel by the Developer's licensed land surveyor		
	Amount of service charge	RM	RM

Note: (i) Delete where any of the items described above are inapplicable.

(ii) Save as in Note (i) above, no addition or amendment to the above list is permitted without the prior written consent of the Controller.

(iii) **Calculated as follows:

Total expenses
Total number of proposed share units assigned by the Developer's licensed land surveyor to all parcels comprised in the housing development

(iv) The service charge statement shall be issued by the Developer to the Purchaser at the time of delivery of vacant possession with the details of the expenses duly filled in.

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

Signed by:.....

.....

the abovementioned Developer in the presence of:

.....

NRIC No.:

Signed by:.....



.....
 the abovementioned Purchaser in the presence of:

 NRIC No.:

Signed by:.....

 the abovementioned Proprietor in the presence of:

 NRIC No.:

* Delete whichever is not applicable.

SCHEDULE I

HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966

HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989

(Subregulation 11(1A))

SALE AND PURCHASE AGREEMENT (LAND AND BUILDING)

AN AGREEMENT made this day of BETWEEN
 a company incorporated in Malaysia
 and a housing developer duly licensed under the Housing Development (Control and Licensing) Act 1966
 (Licence No.) with its registered office at (hereinafter
 called "the Developer") of the *one/first part AND *Co. No./NRIC No. of
 (hereinafter called "the Purchaser") of the *other/second part *AND *Co. No./NRIC
 No. of (hereinafter called "the Proprietor") of the third part.

PREAMBLE:

WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that
 *freehold/leasehold land of years expiring on held under
(description of title) and No. Of Title *Lot No./L.O. No.
 Section in the *Town/Village/Mukim District of State of
 in an area measuring approximately hectares/square metres (hereinafter
 referred to as "the said Land");

AND WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that piece
 of *freehold/leasehold land of years expiring on held under *Lot No./L.O. No.
 Section in the *Town/Village/Mukim of District of State of

..... in an area measuring approximately hectares/square metres (hereinafter referred to as "the said Building Lot") on which is to be erected thereon one unit of (describe type of housing accommodation) (hereinafter referred to as "the said Building") (the said Building Lot and Building are hereinafter collectively referred to as "the said Property");

AND WHEREAS the said Property is part of a housing development known as *Phase (name of development and phase of development, if applicable) carried on or undertaken by the Developer under the licence bearing the numbers specified above and the Developer is selling the said Property under Advertisement and Sale Permit No.;

*AND WHEREAS the Proprietor has granted the Developer the absolute right to carry out the housing development and to sell the said Property and the Proprietor hereby agrees to the sale of the said Property for the purpose of this Agreement;

AND WHEREAS the said Land is charged to with its registered office at as security for the financial facility granted to the Developer;

AND WHEREAS the said Building Lot is more particularly delineated and shaded RED in the approved Layout Plan, a copy of which is annexed as the First Schedule;

AND WHEREAS the Developer has, at its own cost and expense, obtained the approval of the building plans relating to the said Building (hereinafter referred to as "the Building Plan") from the Appropriate Authority, a copy of which is annexed as the Second Schedule, and the said Building is described in the Building Plan as Type specified in the Second Schedule;

AND WHEREAS the Developer has opened a Housing Development Account No. with (name of bank or financial institution) with its registered office at

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said Property with vacant possession and subject to the terms and conditions hereinafter contained;

AND WHEREAS for the purpose of this Agreement, the Developer is represented by Messrs (if none state so) whilst the Purchaser is represented by Messrs (if none state so);

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

In this Agreement, where the context requires so--

- (a) "Appropriate Authority" means any authority authorised under any written law in force in Peninsular Malaysia to approve subdivision of land, building plans, the issuance of document of title and to enforce any other laws and includes any corporation, company or private agency licensed by the Appropriate Authority to provide water, electricity, telecommunication, sewerage services and other related services;
- (b) "certificate of completion and compliance" means the certificate of completion and compliance given or granted under the Street, Drainage and Building Act 1974 [Act 133] and any by-laws made under that Act certifying that the housing accommodation has been completed and is safe and fit for occupation but does not include partial certificate of completion and compliance;
- (c) "Controller" means the Controller of Housing appointed under section 4 of the Housing Development (Control and Licensing) Act 1966;
- (d) "housing developer" means any person, body of persons, company, firm or society (by whatever name described), who or which engages in or carries on or undertakes or causes to be undertaken a housing development and in a case where the housing developer is under liquidation, includes a person or a body appointed by a court of competent jurisdiction to be the provisional liquidator or liquidator for the housing developer;

- (e) "Purchaser" includes his heirs, personal representatives, successors in title and 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;
- (f) "ready for connection" means electrical points and water fittings and fixtures in the said Building have been installed by the Developer and are fully functional and supply is available for tapping into individual building units;
- (g) words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

2. Property free from agricultural, industrial and building restrictions

The *Proprietor or the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Property free from any agricultural or industrial condition expressed or implied and any restriction against the building of housing accommodation on the said Building Lot and all encumbrances other than those imposed by the provisions of this Agreement or already subsisting at the date of this Agreement (if any) and any condition expressed or implied affecting the title of the said Property.

3. Property free from encumbrances before the Purchaser takes vacant possession of the said Property

(1) The *Proprietor or the Developer shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrance without the prior written consent of the Purchaser and the *Proprietor or the Developer hereby undertakes that the said Property shall be free from any encumbrance immediately prior to the Purchaser taking vacant possession of the said Property.

(2) The Purchaser shall give such written consent to the *Proprietor or the Developer encumbering the said Land for the purpose of obtaining financial facility from any bank or financial institution only if the Purchaser has first received confirmation in writing from the relevant bank or financial institution disclaiming their rights and interests over the said Property and undertaking to exclude the said Property from any foreclosure proceedings which such bank or financial institution may take against the *Proprietor or the Developer or the said Land.

(3) In the event the said Land shall be encumbered to any bank or financial institution by the *Proprietor or the Developer, the *Proprietor or the Developer shall immediately after the date of this Agreement, deliver or cause to be delivered to the Purchaser or the Purchaser's Financier (as hereinafter defined) a copy of the redemption statement and undertaking letter issued by such bank or financial institution in respect of the said Building Lot and shall authorise the Purchaser to pay such portion of the purchase price or the Purchaser's Financier to release such portion of the financial facility, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Building Lot directly to such bank or financial institution and thereafter the balance purchase price or the balance financial facility to the Developer provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule.

(4) A proportion of such part of the instalments envisaged in the Third Schedule as may be agreed between the Developer and its financier (taking into account the redemption sum) and which proportion shall be informed to the Purchaser separately in writing shall be applied towards settlement of the redemption sum in full. In the event the redemption sum is greater than the said instalments, the redemption sum shall be fully settled by the Developer to its financier with the consent of the Purchaser before payment by the Purchaser of monies in excess of 50% of the purchase price.

4. Purchase price

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

5. Manner of payment of purchase price

- (1) The purchase price shall be paid by the Purchaser to the Developer by instalments and at the time and in the manner prescribed in the Third Schedule.
- (2) The Developer shall, at its own cost and expense, within thirty (30) days upon the completion of each of the following stages, issue a written notice to the Purchaser which shall be supported by a certificate signed by the Developer'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:
- (a) the substructure of the said Building, including its foundation;
 - (b) the superstructure of the said Building, including its structural framework, walls with door and window frames placed in position and the roofing, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Building; or
 - (c) the internal and external services of the said Building including the sewerage works, drains and roads serving the said Building and the internal and external finishes of the said Building including the wall finishes.

6. Financial facility

- (1) If the Purchaser is desirous of obtaining a financial facility to finance the payment of the purchase price of the said Property (hereinafter referred to as "the Financial Facility"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, make a written application for the Financial Facility to the Developer who shall use its best endeavours to obtain the Financial Facility for the Purchaser from a bank, a building society or a financial institution (hereinafter referred to as "the Purchaser's Financier") and if the Financial Facility is obtained, the Purchaser shall, within thirty (30) days, execute all necessary forms and documents and pay all fees, legal costs and stamp duty in respect thereof.
- (2) The Purchaser shall utilise the whole of the Financial Facility towards the payment of the purchase price of the said Property at the time and in the manner prescribed in the Third Schedule.
- (3) If the Purchaser fails to obtain the Financial Facility due to his ineligibility of income and has produced proof of such ineligibility to the Developer, a sum equal to ten per centum (10%) of the purchase price being the sum paid by the Purchaser upon the signing of this Agreement shall be forfeited by the Developer and this Agreement shall subsequently be terminated.
- (4) If the Purchaser fails to accept the Financial Facility or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Financial Facility is withdrawn by the Purchaser's Financier, as the case may be, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.
- (5) In the event that the Developer shall not be able to obtain any financial facility for the Purchaser, the Developer shall, within thirty (30) days after the receipt of the notification of rejection of the Financial Facility, inform the Purchaser of the same and the Developer shall not in any way be liable to the Purchaser for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the Financial Facility shall not be a ground for any delay in the payment or for any non-payment on due dates of any of the instalments of the purchase price as set out in the Third Schedule.
- (6) If required by the Purchaser's Financier and upon receipt by the Developer of an unconditional undertaking from the Purchaser's Financier to pay the Financial Facility sum in the manner prescribed in the Third Schedule, the Developer shall forward to the Purchaser's Financier an undertaking to refund the Financial Facility sum in the event the instrument of transfer of the said Property cannot be registered in favour of the Purchaser for any reason which is not attributable to the Purchaser.

7. Financial facility from Federal or State Government or statutory authority

(1) If the Purchaser is desirous of obtaining a financial facility from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides financial facilities (which in this context shall be referred to as "the Government"), the Purchaser shall, within thirty (30) days after the receipt of a stamped copy of the Agreement, inform the Developer of the same in writing and the Purchaser shall do all acts and things necessary to secure the Financial Facility.

(2) If the Purchaser fails to obtain the Financial Facility for any reason whatsoever, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

8. Purchaser's rights to initiate and maintain action

The Purchaser shall be entitled on his own volition in his own name to initiate, commence, institute and maintain in any court or tribunal any action, suit or proceedings against the *Proprietor or the Developer or any other persons in respect of any matter arising out of this Agreement provided the Purchaser's Financier or the Government under a deed of absolute assignment is notified in writing either before or within thirty (30) days after the action, suit or proceedings against the *Proprietor or the Developer or any such other persons has been filed before any court or tribunal.

9. Time essence of contract

Time shall be the essence of the contract in relation to all provisions of this Agreement.

10. Late payment charges

(1) Without prejudice to the Developer's right under clause 11 and subject to subclause (3), if any of the instalments set out in the Third Schedule shall remain unpaid by the Purchaser at the expiration of the period of thirty (30) days as stipulated in the Third Schedule, late payment charges on such unpaid instalment shall commence immediately thereafter and be payable by the Purchaser and such charges shall be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Developer shall not be entitled to impose charges on the 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 vacant possession referred to in the Third Schedule delivered by the Developer to the Purchaser is not complete or does not comply with the requirement of subclause 26(2);
- (b) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, such bank or financial institution shall delay or fail to issue and deliver the redemption statement and undertaking letter in respect of the said Building Lot to the Purchaser, the Purchaser's Financier or the Government;
- (c) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, the Purchaser's Financier or the Government shall refuse to release the relevant portion of the sum financed 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 Building Lot; or
- (d) in the event the Purchaser has obtained the Financial Facility, the Developer fails to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser.

(3) In the event the Purchaser has obtained the Financial Facility from the Government, the Developer shall not be entitled to impose late payment charges in respect of any of the instalments set out in the Third Schedule for a period of six (6) months commencing from the date of this Agreement.

11. Default by Purchaser and determination of Agreement

(1) If the Purchaser--

- (a) subject to subclause (3), fails to pay any instalment payable under subclause 5(1) in accordance with the Third Schedule or any part thereof and any late payment charges payable under clause 10 for any period in excess of thirty (30) days after the due date of the instalment or late payment charges;
- (b) subject to subclause (3), fails to pay any sum payable under this Agreement for any period in excess of thirty (30) days after the due date of such sum;
- (c) commits any breach of or fails to perform or observe any material term, condition or covenant of this Agreement; 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, being a company, enters into liquidation, whether voluntary or otherwise,

the Developer may, subject to subclause (2), annul the sale of the said Property and forthwith terminate this Agreement and in such an event--

- (i) the Developer shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Developer shall see fit as if this Agreement had not been entered into;
- (ii) the instalments previously paid by the Purchaser to the Developer, excluding any late payment charges paid, shall be dealt with and disposed of as follows:
 - (A) firstly, all late payment charges calculated in accordance with clause 10 owing and unpaid shall be paid to the Developer;
 - (B) secondly, a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Developer; and
 - (C) lastly, the residue thereof shall be refunded to the Purchaser;
- (iii) neither party hereto shall have any further claim against the other for costs, damages, compensations or otherwise under this Agreement; and
- (iv) each party hereto shall pay its own costs in the matter.

(2) Upon the occurrence of any of the events set out in paragraph 11(1)(a), (b), (c) or (d), the Developer shall give the Purchaser or his solicitors not less than thirty (30) days notice in writing by A.R. Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile such default or breach alleged is rectified or such unpaid instalments and late payment charges are paid or subclause (3) shall apply, this Agreement shall, at the expiration of the said notice at the option of the Developer be deemed to be terminated.

(3) If the Purchaser shall have, before the expiry of the said thirty (30) days notice, obtained approval of the Financial Facility and paid the difference between the purchase price and the Financial Facility and delivered to the Developer the undertaking letter from the Purchaser's Financier or the Government to release the Financial Facility to the Developer, the Developer then shall not annul the sale of the said Property and terminate this Agreement unless the Purchaser's Financier or the Government shall default in its undertaking to release the Financial Facility to the Developer or fail to make the first disbursement of the Financial Facility to the Developer within thirty (30) days from the expiry of the said thirty (30) days notice.

12. Transfer of title

Subject to the payment of the purchase price by the Purchaser to the Developer in accordance with subclause 5(1) and the observance of all the terms and conditions herein provided, the Developer shall, at no additional cost and expense to the Purchaser on or before the date of delivery of vacant possession, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser or the Purchaser's solicitor together with a separate title to be presented

for registration in favour of the Purchaser.

13. Title not yet issued and transfer of title

- (1) Notwithstanding clause 12, if the separate title to the said Property is not issued for any reason not attributable to the Developer, then the Developer may apply to the Controller for a certification in writing to deliver the vacant possession of the said Property within the time stipulated for the handing over of vacant possession under subclause 24(1) and in the manner stipulated in clause 26. The delivery of vacant possession of the said Property to the Purchaser pursuant to this clause shall also be accompanied with a copy of the written certification issued by the Controller.
- (2) Upon the issuance of the separate title to the said Property, the Developer shall, at no additional cost and expense to the Purchaser, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Property to the Purchaser or the Purchaser's solicitor together with a separate title to be presented for registration in favour of the Purchaser.
- (3) When the document of separate title to the said Property has been registered in the name of the Purchaser, the Developer shall hand over to the Purchaser the original issue document of separate title registered in the name of the Purchaser within thirty (30) days from the date of registration thereof.
- (4) If the Developer fails to comply with subclause (3), the Developer shall be liable to pay to the Purchaser liquidated damages calculated at the same rate as for delay in rendering vacant possession of the said Property to the Purchaser under subclause 24(2).

14. Position, measurement, boundaries or area of the Building Lot

- (1) The position of the said Building Lot in relation to the other lots shown in the Layout Plan in the First Schedule and the measurements, boundaries or area of the said Building Lot as given in this Agreement are believed but not guaranteed to be correct and if the measurements, boundaries or area of the said Building Lot shown in the Layout Plan in the First Schedule shall be different from its measurements, boundaries or area as shown in the final document of title when issued, the purchase price of the said Building Lot calculated at the rate of Ringgit: (RM.....) only per square metre shall be adjusted accordingly.
- (2) The Developer may only claim from the Purchaser any payment resulting from the adjustment up to a maximum sum which is equivalent to the value of two per centum (2%) of the total area of the said Building Lot as shown in the final document of title.
- (3) Any payment resulting from the adjustment and required to be paid by the Developer or the Purchaser, as the case may be, shall be so paid within thirty (30) days of the issue of the final document of title.
- (4) Where the Layout Plan of the housing development, including the said Building Lot, has been approved by the Appropriate Authority, no alteration to the Layout Plan shall be made or carried out except as may be required or approved by the Appropriate Authority. Such alteration shall not annul the Agreement or be the subject of any claim for damages or compensation by or against any party to the Agreement except where the alteration to the Layout Plan results in a change of the land area or the built-up area.

15. Materials and workmanship to conform to description

- (1) The said Building shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule and in accordance with the plans approved by the Appropriate Authority as in the Second Schedule, which descriptions and plans have been accepted and consented by the Purchaser, as the Purchaser hereby acknowledges.
- (2) No changes or deviations from the approved plans shall be made without the consent in writing of

the Purchaser except such as may be required by the Appropriate Authority.

(3) The Purchaser shall not be liable for the cost of such changes or deviations and in the event that the changes or deviations involve the substitution or use of cheaper materials or the omission of works originally agreed to be carried out by the Developer, the Purchaser shall be entitled to a corresponding reduction in the purchase price or to damages, as the case may be.

16. Restriction against variation by Purchaser

(1) The Purchaser shall not carry out or cause to be carried out any variation to the said Building and description therein or any alteration or addition to the said Building or install or cause to be installed any fixtures or fittings therein which would involve the amendment of the approved Building Plan or the submission of further plans without the prior written consent of the Developer until the relevant certificate of completion and compliance has been issued.

(2) Where the Developer agrees to carry out such alterations or additional works for the Purchaser, the Developer shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates or charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within thirty (30) days of the Developer's request in writing for such payment.

17. Restriction against change to colour code

Notwithstanding the provisions of clause 16, the Purchaser shall not carry out or cause to be carried out any change in the colour of the exterior of the said Building without the prior written consent of the Appropriate Authority.

This applies only to Federal Territory of Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536].

18. Infrastructure and maintenance

(1) The Developer 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 housing development, in accordance with the requirements and standards of the Appropriate Authority.

(2) The Developer shall also bear all costs and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting.

(3) On completion of the construction of the infrastructure, the Developer shall do everything possible within its powers to have the same taken over and maintained by the Appropriate Authority, but until the infrastructure 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 justifiable proportion of the cost and expense incurred for the maintenance, upkeep and repair of the infrastructure but excluding the cost and expense of maintaining, upkeeping and repairing the areas reserved for roads, open spaces, electricities, substations, sewerage treatment systems and other communal amenities. Apportionment of an appropriate contribution for the maintenance, upkeep and repair of the infrastructure shall be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Controller, any other competent persons appointed by the Developer.

(4) Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer 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 Developer in respect thereof.

19. Payment of outgoings

(1) The Purchaser shall be liable for all outgoings including quit rent, rate, tax, assessment and other charges in respect of the said Property as from the date he takes vacant possession of the said Property or from the date the said Property is transferred to the Purchaser, whichever is earlier.

(2) In the event the said Property is not transferred to the Purchaser on the date he takes vacant possession of the said Property, the Purchaser shall indemnify the Developer for such outgoings in respect of the said Property in such proportion as the area of the said Building Lot bears to the total area of the said Land excluding areas reserved for roads, open spaces, electricities, substations, sewerage treatment systems and other communal amenities and shall continue to pay the same from the date he takes vacant possession of the said Property until the said Property is transferred to him.

20. Maintenance of services

(1) The Developer shall provide services as may be required by the local authority serving the said housing development from the date the Purchaser takes vacant possession of the said Property until such services are taken over by the Appropriate Authority but until they are so taken over, the Purchaser shall, from the date he takes vacant possession of the said Property, contribute from time to time a fair and justifiable proportion of the cost and expense of such services, such apportionment to be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Controller, any other competent persons appointed by the Developer.

(2) The Purchaser shall pay such contribution for the first six (6) months in advance on the date he takes vacant possession of the said Property and any payment thereafter shall be payable monthly in advance commencing from the seventh month from the date of the said vacant possession. Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer which shall include a list and description of the services provided, the expenditure incurred and the amount of such contribution due to the Developer in respect thereof. Upon such services having been taken over by the Appropriate Authority, the Developer shall, within thirty (30) days after the date of the notification issued by the Appropriate Authority of such taking over, refund to the Purchaser the balance of the amount of such contribution paid by the Purchaser after deducting the amount due to the Appropriate Authority.

21. Water, electricity, gas piping, telecommunication trunking

(1) The Developer shall, at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas piping (if any) and internal telecommunication trunking and cabling to serve the said housing development and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas supply installations (if any) of the said Property to the water, electricity, sewerage and gas mains (if any) of the Appropriate Authority.

(2) The Purchaser shall be liable for and shall pay, within thirty (30) days after the receipt of a notice requesting for payment from the Developer, the deposits for the installation of water, electricity and gas meters (if any) and the Developer shall bear all other costs, if any.

(3) The Purchaser may apply for telecommunication services and shall be liable for and shall pay the deposits for such services.

22. Compliance with written laws

(1) The Developer hereby warrants to and undertakes with the Purchaser that the Developer has a valid housing developer's licence bearing the numbers specified above which shall be renewed and remain valid for such period as required by law.

(2) The Developer shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law affecting the said housing development and shall keep the Purchaser

indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written law.

23. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Developer in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Developer 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 Developer of its obligations and liabilities under this Agreement.

24. Time for delivery of vacant possession

(1) Vacant possession of the said Property shall be delivered to the Purchaser in the manner stipulated in clause 26 within twenty-four (24) months from the date of this Agreement.

(2) If the Developer fails to deliver vacant possession of the said Property in the manner stipulated in clause 26 within the period stipulated in subclause (1), the Developer shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of ten per centum (10%) per annum of the purchase price from the expiry of the period stipulated in subclause (1) until the date the Purchaser takes vacant possession of the said Property.

(3) The Developer shall pay any liquidated damages referred to in subclause (2) to the Purchaser immediately after the Developer has given notice requesting the Purchaser to take possession of the said Property in the manner stipulated in clause 26, failing which the Purchaser shall be entitled to deduct such liquidated damages from any instalment of the purchase price due to the Developer.

(4) 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.

25. Developer to obtain the certificate of completion and compliance

The Developer shall, at its own cost and expense, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the certificate of completion and compliance in respect of the said Building.

26. Manner of delivery of vacant possession

(1) The Developer shall let the Purchaser into possession of the said Property upon the following:

- (a) the issuance of a certificate of completion and compliance;
- (b) water and electricity supply are ready for connection to the said Building;
- (c) the Purchaser having paid all monies payable under subclause 5(1) in accordance with the Third Schedule and all other monies due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement; and
- (d) the completion of any alteration or additional work under subclause 16(2), if any.

(2) The delivery of vacant possession by the Developer shall be supported by a certificate of completion and compliance and includes the handing over of the keys of the said Building to the Purchaser.

(3) Upon the expiry of thirty (30) days from the date of service of a notice from the Developer 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.

27. Defect liability period

(1) Any defect, shrinkage or other faults in the said Building which becomes apparent within twenty-four (24) months after the date the Purchaser takes vacant possession of the said Property and which are due to defective workmanship or materials or; the said Building not having been constructed in accordance with the plans and descriptions as specified in the Second and Fourth Schedules as approved or amended by the Appropriate Authority, shall be repaired and made good by the Developer at its own cost and expense within thirty (30) days of the Developer having received written notice thereof from the Purchaser.

(2) If the defect, shrinkage or other faults in the said Building have not been made good by the Developer within thirty (30) days referred to in subclause (1), the Purchaser shall be entitled to carry out the works to repair and make good such defect, shrinkage or other faults himself and to recover from the Developer the costs of repairing and making good the same provided that the Purchaser shall, at any time after the expiry of the period of thirty (30) days, notify the Developer of the costs of repairing and making good such defect, shrinkage or other faults before the commencement of the works and shall give the Developer an opportunity to carry out the works himself within thirty (30) days from the date the Purchaser has notified the Developer of his intention to carry out the works and provided further that the Purchaser shall carry out and commence the works as soon as practicable after the Developer's failure to carry out the works within the said thirty (30) days. In such event, the Developer shall reimburse such costs to the Purchaser within thirty (30) days after the receipt by the Developer of the Purchaser's written demand specifying the amount of such costs.

28. Common rights of Purchaser

(1) The Developer confirms that the said Building 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, assigns, servants, agents, licensees and invitees in common with the Developer and all other persons having the like rights and liberties to use without or with any vehicle 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 connections and thereafter to use in a proper manner the drains, pipes, cables and wires laid or constructed by the Developer under or over such roads.

(2) The Developer hereby undertakes that the purchasers of the building 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.

29. Service of documents

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

- (a) if it is sent by the party or his solicitors by registered post addressed to the other party's address hereinbefore mentioned and in such case, the notice, request or demand shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such notice, request or demand; or
- (b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

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

30. Cost to be borne

(1) Each party shall bear his or its own solicitors' costs in respect of the sale and purchase of the said Property.

(2) The Purchaser shall bear the stamp duty and registration fee for this Agreement and the subsequent transfer of the said Property to the Purchaser.

(3) The Developer shall bear all costs, charges and expenses incurred in the application for obtaining the consent of the relevant State Authority to transfer the said Property to the Puchaser, if any.

31. Assignment

The Purchaser may assign all his rights, interests and titles in and to the said Property to third parties without the consent of the Proprietor (where applicable) or the Developer, and the Purchaser shall give notice of the assignment to the Proprietor (where applicable) or the Developer provided--

- (a) the Purchaser has fully paid the purchase price and duly complied with all the terms, conditions and stipulations on the Purchaser's part contained herein; or
- (b) before the full payment of the purchase price, the Developer and the Purchaser's Financier have given to each other the undertaking required under subclause 6(6).

32. Preamble and Schedules

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

33. Persons to be bound by Agreement

This Agreement shall be binding upon the successors in title and assigns of the Developer, the heirs, personal representatives, successors in title and assigns of the Purchaser * or the Proprietor.

FIRST SCHEDULE

(Copy of approved Layout Plan attached)

Approved Layout Plan Reference No.:

Name of Appropriate Authority:

SECOND SCHEDULE

(Copy of approved Building Plan attached)

Approved Building Plan Reference No.:

Name of Appropriate Authority:

- 1. Floor Plan Attached
- 2. Section Plan Attached
- 3. Front Elevation Attached
- 4. Back Elevation Attached
- *5. Side Elevation Attached

THIRD SCHEDULE

(Subclause 5(1))

SCHEDULE OF PAYMENT OF PURCHASE PRICE

	<i>Instalments Payable</i>	%	<i>Amount</i>
1.	Immediately upon the signing of this Agreement	10	RM
2.	Within thirty (30) days after the receipt by the Purchaser of the Developer's written notice of delivery of vacant possession supported by the certificate of completion and compliance	90	RM
	TOTAL	100	RM

FOURTH SCHEDULE

(Clause 15)

BUILDING DESCRIPTION

- (a) Structure:
- (b) Wall:
- (c) Roofing covering:
- (d) Roof framing:
- (e) Ceiling
- (f) Windows:
- (g) Doors:
- (h) Ironmongery:
- (i) Wall finishes:
- (j) Floor finishes:
- (k) Sanitary and plumbing fittings:
- (l) Electrical installation:
- (m) Internal telecommunication trunking and cabling:
- * (n) Fencing:
- * (o) Turfing:
- * (p) Gas piping:

Note: The Developer shall, at its own cost and expense, install or construct all of the items listed above in accordance with the description set out save for the item or items marked with an * which may be deleted if not applicable.

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

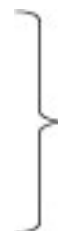
Signed by:.....

.....

the abovementioned Developer in the presence of:

.....

NRIC No.:



Signed by:.....

the abovementioned Purchaser in the presence of:

NRIC No.:



Signed by:.....

the abovementioned Proprietor in the presence of:

NRIC No.:



* Delete whichever is not applicable."

SCHEDULE J

HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966

HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989

(Subregulation 11(1A))

SALE AND PURCHASE AGREEMENT (BUILDING OR LAND INTENDED FOR SUBDIVISION INTO PARCELS)

AN AGREEMENT made this day of BETWEEN a company incorporated in Malaysia and a housing developer duly licensed under the Housing Development (Control and Licensing) Act 1966 (Licence No.....) with its registered office at (hereinafter called "the Developer") of the *one/first part AND *Co. No./NRIC No. of (hereinafter called "the Purchaser") of the *other/second part *AND *Co. No./NRIC No. of (hereinafter called "the Proprietor") of the third part.

PREAMBLE:

WHEREAS the *Proprietor/Developer is the registered proprietor and beneficial owner of all that *freehold/leasehold land of years expiring on held under (description of title) and No. of Title *Lot No./L.O. No. Section in the *Town/Village/Mukim District of State of in an area measuring approximately hectares/square metres (hereinafter referred to as "the said Land") *and has granted the Developer the absolute right to develop the said Land as a housing development and to sell the said Land;

*AND WHEREAS the Proprietor hereby agrees to the sale of the said Land for the purpose of this Agreement;

AND WHEREAS the said Land is charged to with its registered office atas security for the financial facility granted to the Developer;

AND WHEREAS the Developer has, at its own cost and expense, obtained the approval of the building plans (hereinafter referred to as "the Building Plan") from the Appropriate Authority, a copy of a schedule of parcels has been filed with the Commissioner of Building under the Strata Management Act 2013 [Act 757];

AND WHEREAS the Developer is developing the said Land as a housing development known as *Phase (name of development and phase of development if applicable) complete thereon with the common facilities described in the Second Schedule under the licence bearing the numbers specified above and the Developer is selling the housing accommodation to be erected thereon under Advertisement and Sale Permit No.;

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase a parcel of housing accommodation with vacant possession distinguished as Parcel No.: which is delineated and shaded GREEN in the *Storey Plan/Delineation Plan, measuring square meters *within Storey No.: of Building No.:/of Land Parcel No.: which is in turn delineated in the copy of such schedule and shaded RED in the Site Plan (hereinafter referred to as "the said Building") *with accessory parcel distinguished as accessory parcel No.: of *Building/ Land Parcel No.: (which is delineated in the copy of such schedule and shaded BLUE in the Accessory Parcel Plan annexed to the First Schedule) (hereinafter referred to as "the said Parcel"), subject to the terms and conditions hereinafter contained;

AND WHEREAS the allocated share units assigned to the said Parcel by the Developer's licensed land surveyors in the schedule of parcels filed with the Commisisioner of Buildings under the Strata Management Act 2013;

AND WHEREAS the Developer has opened a Housing Development Account No..... with.....(name of bank or financial institution) with its registered office at.....;

AND WHEREAS for the purpose of this Agreement, the Developer is represented by Messrs (if none state so) whilst the Purchaser is represented by Messrs (if none state so);

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

In this Agreement, where the context requires so--

- (a) "accessory parcel" means any parcel shown in a strata plan as an accessory parcel which is used or intended to be used in conjunction with a parcel;
- (b) "Appropriate Authority" means any authority authorised under any written law in force in Peninsular Malaysia to approve subdivision of land, subdivision of buildings, building plans, the issuance of document of title and to enforce any other laws and includes any corporation, company or private agency licensed by the Appropriate Authority to provide water, electricity, telecommunication, sewerage services and other related services;
- (c) "certificate of completion and compliance" means the certificate of completion and compliance given or granted under the Street, Drainage and Building Act 1974 [Act 133] and any by-laws made under that Act certifying that the housing accommodation has been completed and is safe and fit for occupation but does not include partial certificate of completion and compliance;
- (d) "common property"--
 - (i) in relation to a building or land intended for subdivision into parcels, means so much of the development area--
 - (A) as is not comprised in any parcel or proposed parcel; and

- (B) used or capable of being used or enjoyed by occupiers of two or more parcels or proposed parcels; or
- (ii) in relation to a subdivided building or land, means so much of the lot--
 - (A) as is not comprised in any parcel, including any accessory parcel, or any provisional block as shown in a certified strata plan; and
 - (B) used or capable of being used or enjoyed by occupiers of two or more parcels;
- (e) "Controller" means the Controller of Housing appointed under section 4 of the Housing Development (Control and Licensing) Act 1966;
- (f) "housing developer" means any person, body of persons, company, firm or society (by whatever name described), who or which engages in or carries on or undertakes or causes to be undertaken a housing development and in a case where the housing developer is under liquidation, includes a person or a body appointed by a court of competent jurisdiction to be the provisional liquidator or liquidator for the housing developer;
- (g) "joint management body" means the joint management body established under the Strata Management Act 2013;
- (h) "management corporation" means the management corporation established under the Strata Titles Act 1985;
- (i) "parcel"--
 - (i) in relation to a building intended for subdivision, means one of the individual units comprised therein, which (except in the case of an accessory parcel) is to be held under a separate strata title;
 - (ii) in relation to a land intended for subdivision, means one of the individual units of land parcels which is to be held under a separate strata title;
 - (iii) in relation to a subdivided building, means one of the individual units comprised therein, which (except in the case of an accessory parcel) is held under a separate strata title; and
 - (iv) in relation to subdivided land, means one of the individual units of land parcels which is held under a separate strata title;
- (j) "Purchaser" includes his heirs, personal representatives, successors in title and 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;
- (k) "ready for connection" means electrical points and water fittings and fixtures in the said Parcel have been installed by the Developer and are fully functional and supply is available for tapping into individual parcels;
- (l) words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

2. Parcel free from agricultural, industrial and building restrictions

The *Proprietor or the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Parcel free from any agricultural or industrial condition expressed or implied and any restriction against the building of housing accommodation thereon and all encumbrances other than those imposed by the provisions of this Agreement or already subsisting at the date of this Agreement (if any) and any condition expressed or implied affecting the title of the said Parcel.

3. Parcel free from encumbrances before the Purchaser takes vacant possession of the said Parcel

(1) The *Proprietor or the Developer shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrance without the prior written consent of the Purchaser and the *Proprietor or the Developer hereby undertakes that the said Parcel shall be free from any encumbrance immediately prior to the Purchaser taking vacant possession of the said Parcel.

(2) The Purchaser shall give such written consent to the *Proprietor or the Developer encumbering the said Land for the purpose of obtaining financial facility from any bank or financial institution only if the Purchaser has first received confirmation in writing from the relevant bank or financial institution disclaiming their rights and interests over the said Parcel and undertaking to exclude the said Parcel from any foreclosure proceedings which such bank or financial institution may take against the *Proprietor or the Developer or the said Land.

(3) In the event the said Land shall be encumbered to any bank or financial institution by the *Proprietor or the Developer, the *Proprietor or the Developer shall immediately after the date of this Agreement, deliver or cause to be delivered to the Purchaser or the Purchaser's Financier (as hereinafter defined) a copy of the redemption statement and undertaking letter issued by such bank or financial institution in respect of the said Parcel and shall authorise the Purchaser to pay such portion of the purchase price or the Purchaser's Financier to release such portion of the financial facility, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Parcel directly to such bank or financial institution and thereafter the balance purchase price or the balance financial facility to the Developer provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule.

(4) A proportion of such part of the instalments envisaged in the Third Schedule as may be agreed between the Developer and its financier (taking into account the redemption sum) and which proportion shall be informed to the Purchaser separately in writing shall be applied towards settlement of the redemption sum in full. In the event the redemption sum is greater than the said instalments, the redemption sum shall be fully settled by the Developer to its financier with the consent of the Purchaser before payment by the Purchaser of monies in excess of 50% of the purchase price.

4. Purchase price

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

5. Manner of payment of purchase price

(1) The purchase price shall be paid by the Purchaser to the Developer by instalments and at the time and in the manner prescribed in the Third Schedule.

(2) The Developer shall, at its own cost and expense, within thirty (30) days upon the completion of each of the following stages issue a written notice to the Purchaser which shall be supported by a certificate signed by the Developer'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:

- (a) the substructure of the said Building comprising the said Parcel, including the work below ground level and its foundation;
- (b) the superstructure of the said Building comprising the said Parcel, including the structural framework and floor slab of the said Parcel, the walls of the said Parcel with door and window frames placed in position and the roofing, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Parcel; or
- (c) the internal and external services of the said Parcel including the sewerage works, drains and roads serving the said Building comprising the said parcel and the internal and external finishes of the said Parcel including the wall finishes.

6. Financial facility

(1) If the Purchaser is desirous of obtaining a financial facility to finance the payment of the purchase price of the said Parcel (hereinafter referred to as "the Financial Facility"), the Purchaser shall, within

thirty (30) days after the receipt of a stamped copy of the Agreement, make a written application for the Financial Facility to the Developer who shall use its best endeavours to obtain the Financial Facility for the Purchaser from a bank, a building society or a financial institution (hereinafter referred to as "the Purchaser's Financier") and if the Financial Facility is obtained, the Purchaser shall, within thirty (30) days, execute all necessary forms and documents and pay all fees, legal costs and stamp duty in respect thereof.

(2) The Purchaser shall utilise the whole of the Financial Facility towards the payment of the purchase price of the said Parcel at the time and in the manner prescribed in the Third Schedule.

(3) If the Purchaser fails to obtain the Financial Facility due to his ineligibility of income and has produced proof of such ineligibility to the Developer, a sum equal to ten per centum (10%) of the purchase price being the sum paid by the Purchaser upon the signing of this Agreement shall be forfeited by the Developer and this Agreement shall subsequently be terminated.

(4) If the Purchaser fails to accept the Financial Facility or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Financial Facility is withdrawn by the Purchaser's Financier, as the case may be, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

(5) In the event that the Developer shall not be able to obtain any financial facility for the Purchaser, the Developer shall, within thirty (30) days after the receipt of the notification of rejection of the Financial Facility, inform the Purchaser of the same and the Developer shall not in any way be liable to the Purchaser for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the Financial Facility shall not be a ground for any delay in the payment or for any non-payment on due dates of any of the instalments of the purchase price as set out in the Third Schedule.

(6) If required by the Purchaser's Financier and upon receipt by the Developer of an unconditional undertaking from the Purchaser's Financier to pay the Financial Facility sum in the manner prescribed in the Third Schedule, the Developer shall forward to the Purchaser's Financier an undertaking to refund the Financial Facility sum in the event the instrument of transfer of the said Parcel cannot be registered in favour of the Purchaser for any reason which is not attributable to the Purchaser.

7. Financial facility from Federal or State Government or statutory authority

(1) If the Purchaser is desirous of obtaining a financial facility from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides financial facilities (which in this context shall be referred to as "the Government"), the Purchaser shall within thirty (30) days after the receipt of a stamped copy of the Agreement, inform the Developer of the same in writing and the Purchaser shall do all acts and things necessary to secure the Financial Facility.

(2) If the Purchaser fails to obtain the Financial Facility for any reason whatsoever, the Purchaser shall then be liable to pay to the Developer the whole of the purchase price or such part thereof as shall then remain outstanding.

8. Purchaser's rights to initiate and maintain action

The Purchaser shall be entitled on his own volition in his own name to initiate, commence, institute and maintain in any court or tribunal any action, suit or proceedings against the *Proprietor or the Developer or any other persons in respect of any matter arising out of this Agreement provided the Purchaser's Financier or the Government under a deed of absolute assignment is notified in writing either before or within thirty (30) days after the action, suit or proceedings against the *Proprietor or the Developer or any such other persons has been filed before any court or tribunal.

9. Time essence of contract

Time shall be the essence of the contract in relation to all provisions of this Agreement.

10. Late payment charges

(1) Without prejudice to the Developer's right under clause 11, and subject to subclause (3), if any of the instalments set out in the Third Schedule shall remain unpaid by the Purchaser at the expiration of the period of thirty (30) days as stipulated in the Third Schedule, late payment charges on such unpaid instalment shall commence immediately thereafter and be payable by the Purchaser and such charges shall be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Developer shall not be entitled to impose charges on the 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 vacant possession referred to in the Third Schedule delivered by the Developer to the Purchaser is not complete or does not comply with the requirement of subclause 27(2);
- (b) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, such bank or financial institution delays or fails to issue and deliver the redemption statement and undertaking letter in respect of the said Parcel to the Purchaser, the Purchaser's Financier or the Government; or
- (c) in the event the said Land is encumbered to any bank or financial institution by the *Proprietor or the Developer, the Purchaser's Financier or the Government shall refuse to release the relevant portion of the sum financed 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 Parcel;

(3) In the event the Purchaser has obtained the Financial Facility from the Government, the Developer shall not be entitled to impose late payment charges in respect of any of the instalments set out in the Third Schedule for a period of six (6) months commencing from the date of this Agreement.

11. Default by Purchaser and determination of Agreement

(1) If the Purchaser--

- (a) subject to subclause (3), fails to pay any instalment payable under subclause 5(1) in accordance with the Third Schedule or any part thereof and any late payment charges payable under clause 10 for any period in excess of thirty (30) days after the due date of the instalment or late payment charges;
- (b) subject to subclause (3), fails to pay any sum payable under this Agreement for any period in excess of thirty (30) days after the due date of such sum;
- (c) commits any breach of or fails to perform or observe any material term, condition or covenant of this Agreement; 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, being a company, enters into liquidation, whether voluntary or otherwise,

the Developer may, subject to subclause (2), annul the sale of the said Parcel and forthwith terminate this Agreement and in such an event--

- (i) the Developer shall be entitled to deal with or otherwise dispose of the said Parcel in such manner as the Developer shall see fit as if this Agreement had not been entered into;
- (ii) the instalments previously paid by the Purchaser to the Developer, excluding any late payment charges paid, shall be dealt with and disposed of as follows:
 - (A) firstly, all late payment charges calculated in accordance with clause 10 owing and unpaid shall be paid to the Developer;
 - (B) secondly, a sum equal to ten per centum (10%) of the purchase price thereof shall

- be forfeited to the Developer; and
- (C) lastly, the residue thereof shall be refunded to the Purchaser;
- (iii) neither party hereto shall have any further claim against the other for costs, damages, compensations or otherwise under this Agreement; and
- (iv) each party hereto shall pay its own costs in the matter.

(2) Upon the occurrence of any of the events set out in paragraph 11(1) (a), (b), (c) or (d), the Developer shall give the Purchaser or his solicitors not less than thirty (30) days notice in writing by A.R. Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile such default or breach alleged is rectified or such unpaid instalments and late payment charges are paid or subclause (3) shall apply, this Agreement shall, at the expiration of the said notice at the option of the Developer be deemed to be terminated.

(3) If the Purchaser shall have, before the expiry of the said thirty (30) days notice, obtained approval of the Financial Facility and paid the difference between the purchase price and the Financial Facility and delivered to the Developer the undertaking letter from the Purchaser's Financier or the Government to release the Financial Facility to the Developer, the Developer then shall not annul the sale of the said Parcel and terminate this Agreement unless the Purchaser's Financier or the Government shall default in its undertaking to release the Financial Facility to the Developer or fail to make the first disbursement of the Financial Facility to the Developer within thirty (30) days from the expiry of the said thirty (30) days notice.

12. Separate strata title and transfer of title

(1) The *Proprietor or the Developer shall, at its own cost and expense and at no additional cost to the Purchaser and as expeditiously as possible, apply for subdivision of the said Building or Land intended for subdivision into parcels, as the case may be, so as to obtain the issue of separate strata titles to the said Parcel under the Strata Titles Act 1985 before the delivery of vacant possession to the Purchaser in the manner stipulated in clause 27.

(2) Upon the issuance of the separate strata title to the said Parcel and subject to the payment of the purchase price by the Purchaser to the Developer in accordance with subclause 5(1) and the observance of all the terms and conditions herein provided, the Developer shall, at no additional cost and expense to the Purchaser on or before the date of delivery of vacant possession, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Parcel to the Purchaser or the Purchaser's solicitor together with a separate strata title to be presented for registration in favour of the Purchaser.

13. Position and area of Parcel

(1) No error or misstatement as to the description of the area of the said Parcel shall annul the sale of the said Parcel or entitle the Purchaser to be discharged from the purchase.

(2) Any error or misstatement as to the description of the area of the said Parcel shall give the Purchaser an entitlement to an adjustment of the purchase price in accordance with the provisions of this clause.

(3) If the area of the said Parcel as shown in the strata title when issued is less than the area shown in the Building Plan, there shall be an adjustment of the purchase price for the difference (if any) in excess of two per centum (2%) of the area as shown in the Building Plan calculated at the rate of Ringgit: (RM.....) only per square metre.

(4) The Developer shall not be entitled to any adjustment of the purchase price if the area of the said Parcel as shown in the strata title exceeds the area shown in the Building Plan.

(5) Any payment resulting from the adjustment and required to be paid by the Developer shall be so paid within thirty (30) days of the issue of the strata title.

14. Materials and workmanship to conform to description

(1) The said Parcel together with all the common facilities, which shall form part of the common property, shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule and in accordance with the plans approved by the Appropriate Authority as in the Second Schedule, which descriptions and plans have been accepted and consented by the Purchaser, as the Purchaser hereby acknowledges.

(2) No changes or deviations from the approved plans shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority.

(3) The Purchaser shall not be liable for the cost of such changes or deviations and in the event that the changes or deviations involve the substitution or use of cheaper materials or the omission of works originally agreed to be carried out by the Developer, the Purchaser shall be entitled to a corresponding reduction in the purchase price or to damages, as the case may be.

15. Restriction against variation by Purchaser

(1) The Purchaser shall not carry out or cause to be carried out any variation to the said Parcel and description therein or any alteration or addition to the said Parcel or install or cause to be installed any fixtures or fittings therein which would involve the amendment of the approved Building Plan or the submission of further plans without the prior written consent of the Developer until the relevant certificate of completion and compliance has been issued.

(2) Where the Developer agrees to carry out such alterations or additional works for the Purchaser the Developer shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates or charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within thirty (30) days of the Developer's request in writing for such payment.

16. Restriction against change to colour code

Notwithstanding the provisions of clause 15, the Purchaser shall not carry out or cause to be carried out any change in the colour of the exterior of the said Parcel without the prior written consent of the Appropriate Authority. This applies only to Federal Territory of Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536].

17. Infrastructure and maintenance

(1) The Developer shall, at its own cost and expense, construct or cause to be constructed the infrastructure serving the housing development on the said Land, including the roads, driveways, drains, culverts, water mains and sewerage system serving the said Building, in accordance with the requirements and standards of the Appropriate Authority.

(2) The Developer shall also bear all costs and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting.

(3) On completion of the construction of the infrastructure, the Developer shall do everything possible within its powers to have the same taken over and maintained by the Appropriate Authority, or the joint management body or the management corporation, as the case may be, but until the infrastructure 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 Parcel, contribute from time to time a fair and justifiable proportion of the cost and expense incurred for the maintenance, upkeep and repair of the infrastructure. Apportionment of an appropriate contribution for the maintenance, upkeep and repair of the infrastructure

shall be made by a quantity surveyor, architect or engineer appointed by the Developer or, with the approval of the Commissioner of Building, any other competent persons appointed by the Developer.

(4) Every written notice from the Developer to the Purchaser requesting for the payment of such contribution shall be supported by a statement issued by the Developer 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 Developer in respect thereof.

18. Common facilities and services

(1) The Developer shall, at its own cost and expense, construct or cause to be constructed the common facilities, which shall form part of the common property, serving the housing development and provide services as specified in the Second Schedule.

(2) The Developer shall bear all costs and expenses for the maintenance and management of the said facilities and the provision of the said services until such date when the Purchaser takes vacant possession of the said Parcel.

19. Payment of Charges, and contribution to the sinking fund

(1) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay to the Developer the Charges, and the contribution to the sinking fund for the maintenance and management of the building or land intended for subdivision into parcels and the common property in accordance with the Strata Management Act 2013.

(2) The Purchaser shall pay the Charges, and the contribution to the sinking fund for the first four (4) months in advance and any payment thereafter shall be payable monthly in advance.

(3) Every written notice to the Purchaser requesting for the payment of Charges from the Developer shall be supported by the charge statement issued by the Developer in the form annexed in the Fifth Schedule and full particulars of any increase in the Charges shall be reflected in the subsequent charge statement.

20. Insurance

(1) It shall be the responsibility of the Developer to insure the said Building against loss or damage by fire and against all such other risks as the Developer may think fit until the vacant possession of the said Parcel is delivered to the Purchaser.

(2) Upon the issuance of the certificate of completion and compliance and the delivery of vacant possession of the said Parcel, the Purchaser shall share the said responsibility with the Developer and other purchasers in accordance with the Strata Management Act 2013.

21. Payment of outgoings

(1) The Purchaser shall be liable for all outgoings including quit rent, rate, tax, assessment and other charges in respect of the said Parcel as from the date he takes vacant possession of the said Parcel or from the date the said Parcel is transferred to the Purchaser, whichever is earlier.

(2) In the event the separate strata title to the said Parcel is not transferred to the Purchaser on the date he takes vacant possession of the said Parcel, the Purchaser shall indemnify the Developer, the joint management body or the management corporation, as the case may be, for such outgoings in respect of the said Parcel and shall continue to pay the same from the date he takes vacant possession of the said Parcel until the said Parcel is transferred to him.

22. Water, electricity, gas piping, telecommunication trunking

(1) The Developer shall, at its own cost and expense, lay or cause to be laid all necessary water, electricity and sewerage mains, gas piping (if any) and internal telecommunication trunking and cabling, to serve the said Building and at its own cost and expense undertake to apply for the connection of internal water, electricity, sanitary and gas supply installations (if any) of the said Parcel to the water, electricity, sewerage and gas mains (if any) of the Appropriate Authority.

(2) The Purchaser shall be liable for and shall pay, within thirty (30) days after the receipt of a notice requesting for payment from the Developer, the deposits for the installation of water, electricity and gas meters (if any) and the Developer shall bear all other costs, if any.

(3) The Purchaser may apply for telecommunication services and shall be liable for and shall pay the deposits for such services.

23. Compliance with written laws

(1) The Developer hereby warrants to and undertakes with the Purchaser that the Developer has a valid housing developer's licence bearing the numbers specified above which shall be renewed and remain valid for such period as required by law.

(2) The Developer shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law affecting the said housing development and shall keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written laws.

24. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Developer in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Developer 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 Plan and the due observance and performance by the Developer of its obligations and liabilities under this Agreement.

25. Time for delivery of vacant possession

(1) Vacant possession of the said Parcel shall be delivered to the Purchaser in the manner stipulated in clause 27 within thirty-six (36) months from the date of this Agreement.

(2) If the Developer fails to deliver vacant possession of the said Parcel in the manner stipulated in clause 27 within the period stipulated in subclause (1), the Developer shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of ten per centum (10%) per annum of the purchase price from the expiry of the period stipulated in subclause (1) until the date the Purchaser takes vacant possession of the said Parcel.

(3) The Developer shall pay any liquidated damages referred to in subclause (2) to the Purchaser immediately after the Developer has given notice requesting the Purchaser to take possession of the said Parcel in the manner stipulated in clause 27, failing which the Purchaser shall be entitled to deduct such liquidated damages from any instalment of the purchase price due to the Developer.

(4) 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 Parcel.

26. Developer to obtain the certificate of completion and compliance

The Developer shall, at its own cost and expense, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the certificate of completion and compliance in respect of the said Building.

27. Manner of delivery of vacant possession

- (1) The Developer shall let the Purchaser into possession of the said Parcel upon the following:
- (a) the issuance of a certificate of completion and compliance;
 - (b) the separate strata title relating to the said Parcel has been issued by the Appropriate Authority;
 - (c) water and electricity supply are ready for connection to the said Parcel;
 - (d) the Purchaser having paid all monies payable under subclause 5(1) in accordance with the Third Schedule and all other monies due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement; and
 - (e) the completion of any alteration or additional work under subclause 15(2), if any.
- (2) The delivery of vacant possession by the Developer shall be supported by a certificate of completion and compliance and includes the handing over of the keys of the Parcel to the Purchaser.
- (3) Upon the expiry of thirty (30) days from the date of service of a notice from the Developer 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.

28. Strata title not yet issued and transfer of title

- (1) Notwithstanding paragraph 27(1)(b), if the separate strata title to the said Parcel is not issued for any reason not attributable to the Developer, then the Developer may apply to the Controller for a certification in writing to deliver the vacant possession of the said Parcel within the time stipulated for the handing over of vacant possession under subclause 25(1) and in the manner stipulated in clause 27. The delivery of vacant possession of the said Parcel to the Purchaser pursuant to this clause shall be accompanied with a copy of the written certification issued by the Controller.
- (2) Upon the issuance of the separate strata title to the said Parcel, the Developer shall, at no additional cost and expense to the Purchaser, execute or cause the Proprietor to execute and deliver a valid and registrable instrument of transfer of the said Parcel to the Purchaser or the Purchaser's solicitor together with a separate strata title to be presented for registration in favour of the Purchaser.
- (3) When the document of separate strata title to the said Parcel has been registered in the name of the Purchaser, the Developer shall hand over to the Purchaser the original issue document of separate strata title registered in the name of the Purchaser within thirty (30) days from the date of registration thereof.
- (4) If the Developer fails to comply with subclause (3), the Developer shall be liable to pay to the Purchaser liquidated damages calculated at the same rate as for delay in rendering vacant possession of the said Parcel to the Purchaser under subclause 25(2).

29. Completion of common facilities

- (1) The common facilities serving the said housing development, which shall form part of the common property, shall be completed by the Developer within thirty-six (36) months from the date of this Agreement. The Developer architect shall certify the date of completion of the common facilities and a copy of the certification shall be provided to the Purchaser.
- (2) If the Developer fails to complete the common facilities in time, the Developer 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.

(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 Developer completes the common facilities together with the architect's certification.

30. Defect liability period

(1) Any defect, shrinkage or other faults in the said Parcel or the said Building or the common property which becomes apparent within twenty-four (24) months after the date the Purchaser takes vacant possession of the said Parcel and which are due to defective workmanship or materials or; the said Parcel or the said Building or the said common property not having been constructed in accordance with the plans and descriptions as specified in the First and Fourth Schedules as approved or amended by the Appropriate Authority, shall be repaired and made good by the Developer at its own cost and expense within thirty (30) days of the Developer having received written notice thereof from the Purchaser.

(2) If the defect, shrinkage or other faults in the said Parcel or the said Building or the said common property have not been made good by the Developer within thirty (30) days referred to in subclause (1), the Purchaser shall be entitled to carry out the works to repair and make good such defect, shrinkage or other faults himself and to recover from the Developer the costs of repairing and making good the same provided that the Purchaser shall, at any time after the expiry of the period of thirty (30) days, notify the Developer of the costs of repairing and making good such defect, shrinkage or other faults before the commencement of the works and shall give the Developer an opportunity to carry out the works himself within thirty (30) days from the date the Purchaser has notified the Developer of his intention to carry out the works and provided further that the Purchaser shall carry out and commence the works as soon as practicable after the Developer's failure to carry out the works within the said thirty (30) days. In such an event, the Developer shall reimburse such costs to the Purchaser within thirty (30) days after the receipt by the Developer of the Purchaser's written demand specifying the amount of such costs.

31. Common rights of Purchaser

(1) The Developer 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, assigns, servants, agents, licensees and invitees in common with the Developer and all other persons having the like rights and liberties to use without or with any vehicle 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 and 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 Developer under or over such roads.

(2) The Developer hereby undertakes that the purchasers of the 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.

32. Service of documents

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

- (a) if it is sent by the party or his solicitors by registered post addressed to the other party's address hereinbefore mentioned and in such case, the notice, request or demand shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such notice, request or demand; or
- (b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

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

33. Cost to be borne

(1) Each party shall bear his or its own solicitors' costs in respect of the sale and purchase of the said Parcel.

(2) The Purchaser shall bear the stamp duty and registration fee for this Agreement and the subsequent transfer of the said Parcel to the Purchaser.

(3) The Developer shall bear all costs, charges and expenses incurred in the application for obtaining the consent of the relevant State Authority to transfer the said Parcel to the Puchaser, if any.

34. Assignment

The Purchaser may assign all his rights, interests and titles in and to the said Parcel to third parties without the consent of the Proprietor (where applicable) or the Developer, and the Purchaser shall give notice of the assignment to the Proprietor (where applicable) or the Developer provided--

- (a) the Purchaser has fully paid the purchase price and duly complied with all the terms, conditions and stipulations on the Purchaser's part contained herein; or
- (b) before the full payment of the purchase price, the Developer and the Purchaser's Financier have given to each other the undertaking required under subclause 5(6).

35. Preamble and Schedules

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

36. Persons to be bound by Agreement

This Agreement shall be binding upon the successors in title and assigns of the Developer, the heirs, personal representatives, successors in title and assigns of the Purchaser *or the Proprietor.

FIRST SCHEDULE

(Copy of approved plans attached)

Approved Layout Plan Reference No.:

Name of Appropriate Authority:

- 1. Site Plan Attached
- 2. Layout Plan Attached
- 3. Floor Plan of the said Parcel Attached
- 4. *Storey Plan of the said Building/Delineation Plan of the said Land comprising the said Parcel Attached
- *5. Accessory Parcel Plan Attached
- *6. Common Facilities Plan Attached

SECOND SCHEDULE

COMMON FACILITIES AND SERVICES

- (a) List and description of common facilities serving the said housing development.
 (b) List and description of services provided.

THIRD SCHEDULE

(Subclause 5(1))

SCHEDULE OF PAYMENT OF PURCHASE PRICE

	<i>Instalments Payable</i>	%	<i>Amount</i>
1.	Immediately upon the signing of this Agreement	10	RM
2.	Within thirty (30) days after the receipt by the Purchaser of the Developer's written notice of delivery of vacant possession supported by the certificate of completion and compliance.	90	RM
	TOTAL	100	RM

FOURTH SCHEDULE

(Clause 14)

BUILDING DESCRIPTION

- (a) Structure:
 (b) Wall:
 (c) Roofing covering:
 (d) Roof framing:
 (e) Ceiling:
 (f) Windows:
 (g) Doors:
 (h) Ironmongery:
 (i) Wall finishes:
 (j) Floor finishes:
 (k) Sanitary and plumbing fittings:
 (l) Electrical installation:
 (m) Internal telecommunication trunking and cabling:
 *(n) Fencing:
 *(o) Turfing:
 *(p) Gas piping:

Note: The Developer shall, at its own cost and expense, install or construct all of the items listed above in accordance with the description set out save for the item or items marked with an * which may be deleted if not applicable.

FIFTH SCHEDULE

(Clause 19)

FORM OF CHARGE STATEMENT

Project:

For the year:

Date:

Expenses details:

<i>No.</i>	<i>Description</i>	<i>Estimated Monthly Expenses (RM)</i>	<i>Estimated Annual Expenses (RM)</i>
1.	General repair/maintenance		
2.	Electricity supply		
3.	Electrical system maintenance		
4.	Fire fighting system maintenance		
5.	Generator system maintenance		
6.	Lift/escalator system maintenance		
7.	Air conditioning system maintenance		
8.	Security system maintenance		
9.	Main television reception equipment maintenance		
10.	Intercom repair and maintenance		
11.	Building automation system		
12.	Water supply		
13.	Swimming pool maintenance		
14.	Sewerage maintenance		
15.	Refuse collection/disposal		
16.	Car park maintenance		
17.	Pest control		
18.	Security services		
19.	Cleaning/cleansing services		
20.	Gardening and landscaping		
21.	Signage		
22.	Bank charges		
23.	Audit fee		
24.	Management fee		
25.	Management office expenses		
26.	Staff expenses		
	Total expenses	RM	RM
	** Amount per proposed share unit	RM	RM
	Number of proposed share units assigned to the said Parcel by the Developer's licensed land surveyor		
	Amount of service charge	RM	RM

Note: (i) Delete where any of the items described above are inapplicable.

(ii) Save as in Note (i) above, no addition or amendment to the above list is permitted without the prior written consent of the Controller.

(iii) **Calculated as follows:

Total expenses

Total number of proposed share units assigned by the Developer's licensed land surveyor to all parcels comprised in the housing development

(iv) The service charge statement shall be issued by the Developer to the Purchaser at the time of delivery of vacant possession with the details of the expenses duly filled in.

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

Signed by:.....

.....

the abovementioned Developer in the presence of:

.....

NRIC No.:

Signed by:.....

.....

the abovementioned Purchaser in the presence of:

.....

NRIC No.:

Signed by:.....

.....

the abovementioned Proprietor in the presence of:

.....

NRIC No.:

* Delete whichever is not applicable.

LIST OF AMENDMENTS

Amending law	Citation	In force from
P.U.(A) 358/1994	Housing Developers (Control and Licensing) (Amendment) Regulations 1994	01-08-1994
P.U.(A) 34/1995	Housing Developers (Control and Licensing)(Amendment) Regulations 1995	01-08-1994
P.U.(A) 358/1996	Housing Developers (Control and Licensing)(Amendment) Regulations 1996	01-08-1996
P.U.(A) 446/1998	Housing Developers (Control	04-12-1998

	and Licensing) (Amendment) Regulations 1998	
P.U.(A) 473/2002	Housing Developers (Control and Licensing) (Amendment) Regulations 2002	01-12-2002
P.U.(A) 42/2003	Corrigendum	07-02-2003
P.U.(A) 226/2003	Housing Development (Control and Licensing) (Amendment) Regulations 2003	01-12-2002
P.U.(A) 395/2007	Housing Development (Control and Licensing) (Amendment) Regulations 2007	01-12-2007
P.U.(A) 190/2008	Corrigendum	10-06-2008
P.U.(A) 200/2008	Housing Development (Control and Licensing) (Amendment) Regulations 2008	20-06-2008