

P.U.(A) 58/89  
HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989

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**SCHEDULE G - SALE AND PURCHASE AGREEMENT (LAND AND BUILDING)**

*HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966*

**HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989**  
(Regulation 11(1))

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

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

**Preamble**

WHEREAS the \*Proprietor/Vendor is the registered and beneficial owner of all that \*freehold  
land/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 Vendor 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 loan granted to the  
Vendor;

AND WHEREAS the Vendor has, at its own cost and expense, obtained the approval of the  
Appropriate Authority for the subdivision of the said Land into building lots in accordance with the  
approved Layout Plan a copy of which is annexed as the First Schedule (hereinafter referred to  
as "the Layout Plan ") and separate documents of title have \*since been/not yet been issued by  
the Appropriate Authority;

AND WHEREAS the Vendor 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 which is annexed as the Second Schedule;

AND WHEREAS the Vendor is developing the said Land as a housing development known as .....\*Phase.....(Advertisement and Sale Permit No.:.....);

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase all that piece of land with vacant possession distinguished as \*Plot/Lot No.:..... and which is more particularly delineated and shaded RED in the Layout Plan measuring approximately ..... square metres in area (hereinafter referred to as "the said Lot ") TOGETHER with a ..... to be erected thereon (hereinafter referred to as "the said Building ")described in the Vendor 's plan as Type.....specified in the Second Schedule hereto,(and the said Lot and Building are hereinafter collectively referred to as "the said Property "),subject to the terms and conditions hereinafter contained;

NOW IT IS HEREBY AGREED as follows:

**Property free from agricultural, industrial and building restrictions**

1.The Vendor hereby agrees to sell and the Purchaser agrees to purchase the said Property free from any agricultural or industrial conditions expressed or implied and any restrictions against the building of housing accommodation thereon and all encumbrances other than those imposed by the provisions hereto/already subsisting at the date hereof (if any) and any conditions expressed or implied affecting the title.

**Property free from encumbrances before the Purchaser takes vacant possession of the said Building**

2. (1) The \*Proprietor and the Vendor shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrances without the prior approval of the Purchaser and the \*Proprietor and the Vendor hereby undertakes that the said Property shall be free from encumbrances immediately prior to the Purchaser taking vacant possession of the said Building.

(2)The Purchaser shall grant such approval to the \*Proprietor and the Vendor encumbering the said Land for the purpose of obtaining credit facilities from any bank and/or financial institution only if the Purchaser has first received confirmation in writing from the relevant bank and/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 and/or financial institution may take against the \*Proprietor and Vendor and/or the said Land.

(3) In the event the said Land shall be encumbered to any bank and/or financial institution by the Vendor , the Vendor shall deliver or cause to be delivered to the Purchaser and/or the Financier a copy of the redemption statement and undertaking letter issued by such bank and/or financial institution in respect of the said Lot and shall authorise the Purchaser to pay such portion of the purchase price or the Financier to release such portion of the Loan, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Lot directly to such bank and/ or financial institution and thereafter the balance purchase price or the balance Loan to the Vendor provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule hereto.

### **Purchase price**

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

[\[Am. P.U.\(A\) 42/2003\]](#)

### **Schedule of payments**

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

(2) Every notice referred to in the Third Schedule requesting for payment shall be supported by a certificate signed by the Vendor 's architect or engineer in charge of the housing development and every such certificate so signed shall be proof of the fact that the works therein referred to have been completed.

### **Loan**

5. (1) If the Purchaser is desirous of obtaining a loan to finance the payment of the purchase price of the said Property the Purchaser shall, within fourteen (14) days after receipt of a stamped copy of the Agreement, make a written application for such loan to the Vendor who shall use its best endeavours to obtain for the Purchaser from a bank finance company, building society or a financial institution (hereinafter called "the Financier ") a loan (hereinafter called "the Loan ") and if the Loan is obtained the Purchaser shall, within a reasonable time, 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 Loan towards the payment of the purchase price of the said Property at the time and in the manner set out in the Third Schedule hereto.

(3) If the Purchaser fails to obtain the Loan due to his ineligibility of income and has produced proof of such neligibility to the Vendor, the Purchaser shall then be liable to pay to the Vendor only one per centum (1%)of the purchase price and this Agreement shall subsequently be terminated. In such an event, the Vendor shall, within twenty-one (21) days of the date of the termination, refund the Purchaser the balance of the amount paid by the Purchaser.

(4) Subject to subclause (3), if the Purchaser fails to accept the Loan or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Loan is withdrawn by the Financier, as the case may be, the Purchaser shall then be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding.

(5) In the event that the Vendor shall not be able to obtain any loan the Purchaser, the Vendor shall, within fourteen (14) days after receipt of notification of rejection of the loan, inform the Purchaser of the same and the Vendor shall not in any way be liable to the Purchaser for any loss, damage, cost of expense howsoever arising or incurred and such failure to obtain the loan 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 the Third Schedule hereto.

### **Loans from Federal or State Government or statutory authority**

6. (1) If the Purchaser is desirous of obtaining a loan from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides loan facilities, the Purchaser shall, within fourteen (14) days after receipt of a stamped copy of the Agreement, inform the Vendor of the same in writing and the Purchaser shall do all acts and things necessary to secure the loan.

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

### **Purchaser 's right to initiate and maintain action**

7. 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 proceeding against the Vendor or any other person in respect of any matter arising out of this Agreement unless a contrary intention is expressed in any agreement, assignment or charge between the Purchaser and the Financier in which case the prior written consent of the Financier must first be obtained.

### **Time essence of contract**

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

### **Interest on late payments**

9. (1) Without prejudice to the Vendor 's right under clause 10 hereof, if any of the instalments set out in the Third Schedule hereto shall remain unpaid by the Purchaser at the expiration of the said period of twenty-one (21) working days, interest on such unpaid instalment or instalments shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Vendor shall not be entitled to charge interest on late payment in respect of any instalment if the delay in payment of such instalment is due to any one or more of the following:

(a) the relevant progressive claim notice referred to in the Third Schedule hereto furnished by the Vendor to the Purchaser and/or the Financier is not complete or is not in compliance with the requirement of subclause 4(2) hereof;

(b) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, such bank and/or financial institution shall delay or fail to issue and deliver the redemption statement and undertaking letter in respect of the said Lot to the Purchaser or the Financier; and

(c) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, the Financier shall refuse to release the relevant portion of the Loan equivalent to the progressive payment due on the ground that such progressive payment is insufficient to settle the full redemption sum payable in respect of the said Lot.

### **Default by Purchaser and determination of Agreement**

10. (1) If the Purchaser —

(a) subject to subclause (3) below, fails to pay any instalment payable under subclause 4(1) in accordance with the Third Schedule hereto or any part thereof and any interest payable under clause 9 for any period in excess of twenty-eight (28) days after its due date; or

(b) subject to subclause (3) below, fails to pay any sum or sums payable under this Agreement for any period in excess of twenty-eight (28) days after its due date; or

(c) commits any breach of or fails to perform or observe any material terms or conditions or covenants herein 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 compulsory or voluntary, the Vendor may, subject to subclause (2) hereof, annul the sale of the said Property and forthwith terminate this Agreement and in such an event —

(i) the Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into;

(ii) the instalments previously paid by the Purchaser to the Vendor, excluding any interest paid, shall be dealt with and disposed of as follows:

(a) firstly, all interest calculated in accordance with clause 9 hereof owing and unpaid shall be paid to the Vendor;

(b) secondly, a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Vendor; 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, compensation or otherwise hereunder; 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 10(1)(a), (b), (c), or (d) herein, the Vendor shall give the Purchaser or his solicitors not less than fourteen (14) 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 and/or breach alleged is rectified or such unpaid instalments and interest are paid or subclause (3) hereof shall apply, this Agreement shall, at the expiration of the said notice at the option of the Vendor be deemed to be annulled.

(3) If the Purchaser shall have before the expiry of the said fourteen (14) days notice obtained approval of the Loan and paid the difference between the purchase price and the Loan and delivered to the Vendor the undertaking letter from the Financier to release the Loan to the Vendor, the Vendor then shall not annul the sale of the said Property and terminate this Agreement unless the Financier shall default in its undertaking to release the Loan to the Vendor or fail to make the first disbursement of the Loan to the Vendor within thirty (30) days from the expiry of the said fourteen (14) days notice.

**Separate document of title/transfer of title**

11.(1) Upon the execution of this Agreement the Vendor shall, at its own cost and expense and as expeditiously as possible, obtain the issue of a separate document of title to the said Lot.

(2) Upon the issue of the separate document of title to the said Lot and subject to the payment of the purchase price by the Purchaser to the Vendor in accordance to clause 4(1) and the observance of all the terms and conditions herein provided, the Vendor shall, within twenty-one (21) days, execute a valid and registrable memorandum of transfer of the said Property to the Purchaser, his heir or nominee or lawful assign, as the case may be.

### **Consent to assignment/subsale**

12.(1) In the event the separate document of title to the said Lot has not yet been issued and no memorandum of transfer of the said Property has been executed in favour of the Purchaser and provided that the Purchaser has fully paid the purchase price and duly complied with all the terms and conditions and stipulations on the Purchaser's part contained herein, the Vendor shall not, subject to subclause (2) hereof, withhold its consent to any intended sale, transfer or assignment by the Purchaser to any third party (including any bank or financial institution) and the Vendor shall endorse consent to the assignment between the Purchaser and his intended purchaser/assignee within twenty-one (21) days from the date of receipt by the Vendor of such assignment.

(2) The Purchaser shall pay to the Vendor for giving the consent an administrative fee in the sum of five hundred ringgit (RM500.00) or zero point five per centum (0.5%) of the purchase price, whichever shall be lower. No administrative fee shall be payable in respect of any consent in favour of any bank or financial institution or in respect of any consent to a reassignment from the bank or financial institution to the Purchaser. The Vendor shall not require the Purchaser or the intended purchaser/assignee to pay the Vendor's solicitor's fees in any event.

### **Position and area of the Lot**

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

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

(3) Any payment resulting from the adjustment and required to be paid by the Vendor or the Purchaser, as the case may be, shall be so paid within fourteen (14) days of the issue of the final document of title.

(4) The Layout Plan of the housing development, including the said Lot, has been approved by the Appropriate Authority and 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.

### **Materials and workmanship to conform to description**

14. The said Building shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule hereto and in accordance with the plans approved by the Appropriate Authority as in the Second Schedule, which descriptions and plans have been accepted and approved by the Purchaser, as the Purchaser hereby acknowledges. No changes thereto or deviations therefrom shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority. 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 Vendor the Purchaser shall be entitled to a corresponding reduction in the purchase price herein or to damages, as the case may be.

### **Restriction against variation by Purchaser**

15.(1) The Purchaser shall not carry out or caused 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 caused 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 Vendor until the relevant Certificate of Fitness for Occupation has been issued.

(2) Where the Vendor agrees to carry out such alterations or additional works for the Purchaser the Vendor 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 twenty-one (21) working days of the Vendor 's request in writing for such payment.

### **# Restriction against change to colour code**

16. 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 Building without the prior written consent of the Appropriate Authority.

[\[Am. P.U.\(A\) 42/2003\]](#)

### **Infrastructure and maintenance**

17. The Vendor shall, at its own cost and expenses, construct or cause to be constructed the infrastructure, including the roads, driveways, drains, culverts, water mains and sewerage plants serving the said housing development, in accordance with the requirements and standards of the Appropriate Authority. The Vendor shall also bear all costs and expenses charged by the Appropriate Authority in connection with the provision of facilities and amenities including but not limited to street lighting. On completion of the construction of the infrastructure the Vendor shall do everything possible within its power to have the same taken over and maintained by the Appropriate Authority but until they are so taken over the Purchaser shall, from the date he takes vacant possession or is deemed to have taken vacant possession of the said Property contribute from time to time a fair and justifiable proportion of the cost and expense of their maintenance, upkeep and repair but excluding the cost and expense of maintaining, upkeeping and repairing the areas reserved for roads, open spaces, electricity, substations, sewerage treatment systems and other communal amenities. Apportionment of an appropriate contribution shall be made by a quantity surveyor, architect or engineer appointed by the Vendor or with the approval of the Controller any other competent person appointed by the Vendor.

### **Payment of outgoings**

18. The Purchaser shall be liable for all outgoings including quit rent, rates, taxes, assessment and other charges in respect of the said Property as from the date he takes vacant possession of the said Building or from the date the said Property is transferred to the Purchaser, whichever is earlier and in the event separate document of title to the said Lot has not yet been issued and the said Property is not transferred to the Purchaser at the date he takes vacant possession of the said Building, the Purchaser shall indemnify the Vendor for such outgoings in respect of the said Lot in such proportion as the area of the said Lot bears to the total area of the said Land excluding areas reserved for roads, open spaces, electricity, 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 Building until the said Property is transferred to him.

### **Maintenance of services**

19. The Vendor shall provide services, including refuse collection, cleaning of public drains and grass cutting on the road reserves, as from the date he takes vacant possession of the said Building 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 Vendor or with the approval of the Controller any other competent person appointed by the Vendor. The Purchaser shall pay six (6) months' advance in respect of such contribution at the date he takes vacant possession of the said Building and any payment thereafter shall be payable monthly in advance. Every written notice to the Purchaser requesting for the payment of such contribution from the Vendor shall be supported by a statement issued by the Vendor which shall include a list and description of the services provided, the expenditure incurred and the amount of such contribution due to the Vendor in respect thereof.

### **Water, electricity, gas piping, telephone trunking**

20.(1) The Vendor 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 telephone trunking and cabling, to serve the said housing development and at its own costs and expense undertake to apply for the connection of internal water, electricity, sanitary and gas installations (if any) of the said Building to the water, electricity and sewerage mains of the Appropriate Authority, and the gas mains of the relevant authority.

(2) The Purchaser shall be liable for and shall pay, within fourteen (14) days after the receipt of a notice requesting for payment from the vendor, the deposits for the installation of water, electricity and gas meters and the Vendor shall bear all other costs, if any.

(3) The Purchaser may apply for telephone service and shall be liable for and shall pay the deposit for such service.

### **Compliance with written laws**

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

### **New laws affecting housing development**

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

**Time for delivery of vacant possession**

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

(2) If the Vendor fails to deliver vacant possession of the said Building in the manner stipulated in clause 24 herein within the time stipulated in subclause (1), the Vendor 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 date of the delivery of vacant possession in subclause (1) until the date the Purchaser takes vacant possession of the said Building. Such liquidated damages shall be paid by the Vendor to the Purchaser immediately upon the date the Purchaser takes vacant possession of the said Building.

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

(4) For the purpose of claiming any liquidated damages in the Tribunal of Homebuyer Claims established under section 16B of the Housing Development (Control and Licensing) Act 1966 [Act 118], such claim shall be made not later than twelve (12) months from —

(a) the date of issuance of the certificate of fitness for occupation for the said Building; or

(b) the expiry date of the defects liability period as set out in clause 26.

**Manner of delivery of vacant possession**

24.(1) Upon the issuance of a Certificate by the Vendor's architect certifying that the construction of the said Building has been duly completed and water and electricity supply are ready for connection to the said Building and the Vendor has applied for the issuance of the Certificate of Fitness for Occupation from the Appropriate Authority in compliance with the relevant provisions of the Uniform Building By-Laws 1984 and the Purchaser having paid all monies payable under subclause 4(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 the Vendor shall let the purchaser into possession of the said Property.

(2) The delivery of vacant possession by the Vendor shall be supported by —

(a) a certificate signed by the Vendor's architect certifying that the said Building has been duly constructed and completed in accordance with all relevant Acts, by-laws and regulations and that all conditions imposed by the Appropriate Authority in respect of the issuance of the Certificate of Fitness for Occupation have been duly complied with; and

(b) a letter of confirmation from the Appropriate Authority certifying that the Form E as prescribed under the Second Schedule to the Uniform Building By-Laws 1984 has been duly submitted by the Vendor and checked and accepted by the Appropriate Authority.

(3) Such possession shall not give the Purchaser the right to occupy and the Purchaser shall not

occupy the said Property until such time as the Certificate of Fitness for Occupation for the said Building is issued.

(4) Upon the expiry of fourteen (14) days from the date of a notice from the Vendor requesting the Purchaser to take possession of the said Property, whether or not the Purchaser has actually entered into possession or occupation of the said Property, the Purchaser shall be deemed to have taken delivery of vacant possession.

#### **Vendor to obtain the Certificate of Fitness for Occupation**

25. The Vendor shall, pursuant to the application for the Certificate of Fitness for Occupation under subclause 24(1), at its own cost and expenses, duly comply with all the requirements of the Appropriate Authority which are necessary for the issuance of the Certificate of Fitness for Occupation in respect of the said Building.

#### **Defect liability period**

26.(1) Any defect, shrinkage or other faults in the said Building which shall become apparent within a period of eighteen (18) calendar months after the date the Purchaser takes vacant possession of the said Building to which water and electricity supply are ready for connection to the said Building, and which are due to defective workmanship or materials or the said Building not having been constructed in accordance with the plans and description as specified in the Second and Fourth Schedule as approved or amended by the Appropriate Authority, shall be repaired and made good by the Vendor at its own cost and expenses within thirty (30) days of its having received written notice thereof from the Purchaser and if the said defect, shrinkage or other faults in the said Building have not been made good by the Vendor, the Purchaser shall be entitled to recover from the Vendor the costs of repairing and making good the same and the Purchaser may deduct such costs from any sum which has been held by the Vendor's solicitors as stakeholder for the Vendor and subject to subclause (2), the Vendor's solicitors shall release such costs from such sum to the Purchaser within fourteen (14) days after receipt by the Vendor's solicitors of the Purchaser's written demand.

(2) The Purchaser shall, at any time after the expiry of the said period of thirty (30) days, notify the Vendor of the cost of repairing and making good the said defects, shrinkage or other faults before the commencement of the works and shall give the Vendor an opportunity to carry out the works himself within fourteen (14) days from the date the Purchaser has notified the Vendor of his intention to carry out the said works.

#### **Common rights of Purchaser**

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

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

notwithstanding the completion of the sale and purchase agreement.

### **Service of documents**

28.(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 it shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such registered letter; 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.

### **Stamp and registration fee**

29. The stamp and registration fee for this Agreement and the subsequent transfer of the said Property referred to in subclause 11(2) hereof shall be borne and paid by the Purchaser but each party shall bear its own solicitor's costs.

### **Schedules**

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

### **Interpretation**

31. In this Agreement, where the context so admits —

(a) "Appropriate Authority " means any authority for the time being authorised under any written law in force in West Malaysia to approve subdivision of land, building plans, the issue of documents of title and to enforce any other laws related thereto and includes any corporations or private agencies licensed by the Appropriate Authority to provide electricity, telephone, sewerage services and other related services;

(b) "Controller " means the Controller of Housing appointed under the Housing Development (Control and Licensing) Act 1966;

(c) "Purchaser " includes his heirs, personal representatives, successors in title and permitted assigns and where there are two or more persons included in the expression "the Purchaser " their liabilities under this Agreement shall be joint and several;

(d) "ready for connection " means electrical points and water fittings and fixtures have been installed by the Vendor and tested and commissioned by the Appropriate Authority or its authorised agent and supply is available for tapping into individual building units;

(e) "Vendor " includes its successors in title and permitted assigns; and

(f) 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.

**Persons to be bound by Agreement**

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

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

Reference No.:

Name of Appropriate Authority:

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

**THIRD SCHEDULE**  
**(Clause 4 (1))**

**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 twenty-one (21) working days after receipt by the Purchaser of the Vendor 's written notice of the completion of —		
(a) the foundation and footing works of the said Building;	10	RM
(b) the reinforced concrete 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 telephone trunking and cabling to the said Building	10	RM
(e) the internal and external plastering of the said Building	10	RM
(f) the sewerage works serving the said Building	5	RM
(g) the drains serving the said Building	5	RM
(h) the roads serving the said Building	5	RM
3. On the date the Purchaser takes vacant possession of the said Building, with water and electricity supply ready for connection	12.5	RM
4. Within twenty-one (21) working days after receipt by the Purchaser or the Purchaser 's solicitors of the	2.5	RM

separate document of title to the said Lot together with a valid and registrable Memorandum of Transfer to the Purchaser duly executed by the Vendor or on the date the Purchaser takes vacant possession of the said Building, whichever is later

5. On the date the Purchaser takes vacant possession of the said Building as in item 3 and to be held by the Vendor 's solicitor as stakeholder for payment to the Vendor as follows:	5	RM
(a) two point five per centum (2.5%) at the expiry of six (6) months after the date the Purchaser takes vacant possession of the said Building;	2.5	RM
(b) two point five per centum (2.5%) at the expiry of eighteen (18) months after the date the Purchaser takes vacant possession of the said Building	2.5	RM
TOTAL	100	RM

#### FOURTH SCHEDULE

#### (Clause 14)

#### BUILDING DESCRIPTION

- (a) Structure:
- (b) Brick:
- (c) Roofing tiles:
- (d) Roof timber:
- (e) Ceiling:
- (f) Windows:
- (g) Doors:
- (h) Locks:
- (i) Decoration:
- (j) Flooring:
- (k) Wall tiles:
- (l) Sanitary installation:

(m) Electrical installation:

(n) Fencing:

(o) Turfing:

\*(p) Gas piping:

(q) Internal telephone trunking and cabling:

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

Signed by

.....  
for and on behalf of the abovenamed Vendor in  
the presence of:

.....  
NRIC No.:.....

Signed by the abovenamed Purchaser in the  
presence of:

.....  
NRIC No.:.....

Signed by the abovenamed Proprietor in the  
presence of:

.....  
NRIC No.:.....

\*Delete whichever is not applicable.

\_\_\_\_\_  
#This applies only to Wilayah Persekutuan Putrajaya as described in section 10 of the  
Perbadanan Putrajaya Act 1995 [Act 536 ].

[\[Subs. P.U.\(A\) 473/2002\]](#)

**P.U.(A) 58/89  
HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989**

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**SCHEDULE H  
SALE AND PURCHASE AGREEMENT (SUBDIVIDED BUILDING)**

HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966

HOUSING DEVELOPMENT (CONTROL AND LICENSING) REGULATIONS 1989  
(Regulation 11(1) )

**SALE AND PURCHASE AGREEMENT (BUILDING INTENDED FOR SUBDIVISION)**

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

**Preamble**

WHEREAS the \*Proprietor/Vendor is the registered and beneficial owner of all that \*freehold  
land/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 Vendor 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 loan granted to the Vendor;

AND WHEREAS the Vendor has, at its own cost and expense, obtained the approval of building  
plans (hereinafter referred to as "the Building Plan " ) from the Appropriate Authority (A copy of  
the Floor Plan, Storey Plan and Site Plan as certified by the  
Vendor 's architect are annexed in the First Schedule) ;

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

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

NOW IT IS HEREBY AGREED as follows:

**Parcel free from agricultural, industrial and building restrictions**

1.The Vendor hereby agrees to sell and the Purchaser agrees to purchase the said Parcel free from any agricultural or industrial conditions expressed or implied and any restriction against the building of housing accommodation thereon and all encumbrances other than those imposed by the provisions hereto/already subsisting at the date hereof (if any) and any conditions expressed or implied affecting the title.

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

2. (1) The \*Proprietor and the Vendor shall not immediately and at any time after the date of execution of this Agreement subject the said Land to any encumbrances without the prior approval of the Purchaser and the \*Proprietor and the Vendor undertakes that the said Parcel shall be free from encumbrances immediately prior to the Purchaser taking vacant possession of the said Parcel.

(2) The Purchaser shall grant such approval to the \*Proprietor and the Vendor encumbering the said Land for the purpose of obtaining credit facilities from any bank and/or financial institution only if the Purchaser shall have first received confirmation in writing from the relevant bank and/ 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 and/or financial institution may take against the \*Proprietor and Vendor and/or the said Land.

(3) In the event the said Land shall be encumbered to any bank and/or financial institution by the Vendor, the Vendor shall deliver or cause to be delivered to the Purchaser and/or the Financier a copy of the redemption statement and undertaking letter issued by such bank and/or financial institution in respect of the said Parcel and shall authorise the Purchaser to pay such portion of the purchase price or the Financier to release such portion of the Loan, as the case may be, equivalent to the amount of the redemption sum payable in respect of the said Parcel directly to such bank and/or financial institution and thereafter the balance purchase price or the balance Loan to the Vendor provided all such payments and releases are made progressively at the time and in the manner prescribed in the Third Schedule hereto.

**Purchase price**

3. The Purchase price of the said Parcel is ..... ringgit (RM ..... ) only and shall be payable in the manner hereinafter provided.

#### **Schedule of payments**

4. (1) The purchase price shall be paid by the Purchaser to the Vendor by instalments and at the time and in the manner as prescribed in the Third Schedule hereto. The Vendor 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 Vendor provided that any damage to the completed works by subsequent stage of works shall be repaired and made good by the Vendor 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 Vendor's architect or engineer in charge of the housing development and every such certificate so signed shall be proof of the fact that the works therein referred to have been completed.

#### **Loan**

5. (1) If the Purchaser is desirous of obtaining a loan to finance the payment of the purchase price of the said Parcel the Purchaser shall, within fourteen (14) days after receipt of a stamped copy of the Agreement, make a written application for such loan to the Vendor who shall use its best endeavours to obtain for the Purchaser from a bank, finance company, building society or a financial institution (hereinafter called "the Financier ") a loan (hereinafter called "the Loan ") and if the Loan is obtained the Purchaser shall, within a reasonable time, 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 Loan towards the payment of the purchase price of the said Parcel at the time and in the manner set out in the Third Schedule hereto.

(3) If the Purchaser fails to obtain the Loan due to his ineligibility of income and has produced proof of such ineligibility to the Vendor, the Purchaser shall then be liable to pay to the Vendor only one per centum (1%) of the purchase price and this Agreement shall subsequently be terminated. In such an event, the Vendor shall, within twenty-one (21) days of the date of the termination, refund the Purchaser the balance of the amount paid by the Purchaser.

(4) Subject to subclause (3) , if the Purchaser fails to accept the Loan or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Loan is withdrawn by the Financier, as the case may be, the Purchaser shall then be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding.

(5) In the event that the Vendor shall not be able to obtain any loan for the Purchaser, the Vendor shall, within fourteen (14) days receipt of notification of rejection of the loan, inform the Purchaser of the same and the Vendor 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 loan 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 hereto.

#### **Loans from Federal or State Government or statutory authority**

6. (1) If the Purchaser is desirous of obtaining a loan from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides loan facilities, the Purchaser shall, within fourteen (14) days after receipt of a stamped copy of the Agreement,

inform the Vendor of the same in writing and the Purchaser shall do all acts and things necessary to secure the loan.

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

#### **Purchaser 's right to initiate and maintain action**

7.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 proceeding against the Vendor or any other person in respect of any matter arising out of this Agreement unless a contrary intention is expressed in any agreement, assignment or charge between the Purchaser and the Financier in which case the prior written consent of the Financier must first be obtained.

#### **Time essence of contract**

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

#### **Interest on late payments**

9. (1) Without prejudice to the Vendor 's rights under clause 10 hereof, if any of the instalments set out in the Third Schedule hereto shall remain unpaid by the Purchaser at the expiration of the said period of twenty-one (21) working days, interest on such unpaid instalment or instalments shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

(2) The Vendor shall not be entitled to charge interest on late payment in respect of any instalment if the delay in payment of such instalment is due to any one or more of the following:

(a) the relevant progressive claim notice referred to in the Third Schedule hereto furnished by the Vendor to the Purchaser and/or the Financier is not complete or is not in compliance with the requirement of subclause 4(2) hereof;

(b) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, such bank and/or financial institution delays or fails to issue and deliver the redemption statement and undertaking letter in respect of the said Parcel to the Purchaser or the Financier;

(c) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, the Financier shall refuse to release the relevant portion of the Loan equivalent to the progressive payment due on the ground that such progressive payment is insufficient to settle the full redemption sum payable in respect of the said Parcel.

#### **Default by Purchaser and determination of Agreement**

10. (1) If the Purchaser —

(a) subject to subclause (3) below fails to pay any instalments payable under subclause 4(1) in accordance with Third Schedule hereto or any part thereof and any interest payable under Clause 9 for any period in excess of twenty-eight (28) days after its due date; or

(b) commits any breach of or fails to perform or observe any material terms or conditions or covenants contained in this Agreement; or

(c) 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 compulsory or voluntary, the Vendor may, subject to subclause (2) hereof, annul the sale of the said Parcel and forthwith terminate this Agreement and in such an event —

(i) the Vendor shall be entitled to deal with or otherwise dispose of the said Parcel in such manner as the Vendor shall see fit as if this Agreement had not been entered into;

(ii) the instalments previously paid by the Purchaser to the Vendor, excluding any interest paid, shall be dealt with and disposed of as follows —

(a) firstly, all interest calculated in accordance with clause 9 hereof owing and unpaid shall be paid to the Vendor;

(b) secondly, an amount to be forfeited by the Vendor as follows:

(i) where up to fifty per centum (50%) of the purchase price has been paid, an amount 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, an amount equal to twenty per centum (20%) of the purchase price;

(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, compensation or otherwise hereunder; 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 10(1) (a), (b) or (c) herein, the Vendor shall give the Purchaser or his solicitors not less than fourteen (14) 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 and/or breach alleged is rectified or such unpaid installments and interest are paid or subclause (3) shall apply, this Agreement shall, at the expiration of the said notice at the option of the Vendor, be deemed to be annulled.

(3) If the Purchaser shall have before the expiry of the said fourteen (14) days notice obtained approval of the Loan and has paid the difference between the purchase price and the Loan and delivered to the Vendor the undertaking letter from the Financier to release the Loan to the Vendor, the Vendor then shall not annul the sale of the said Parcel and terminate this Agreement unless the Financier shall default in its undertaking to release the Loan to the Vendor or fail to make the first disbursement of the Loan to the Vendor within thirty (30) days from the expiry of the said fourteen (14) days notice.

#### **Separate strata title and transfer of title**

11. (1) The Vendor shall, at its own cost and expense and as expeditiously as possible, apply for subdivision of the said Building so as to obtain the issue of a separate strata title to the said

Parcel under the Strata Titles Act 1985.

(2) Upon the issuance of the strata title to the said Parcel and subject to the payment of the purchase price by the Purchaser to the Vendor in accordance with subclause 4(1) and the observance of all the terms and conditions herein provided, the Vendor shall, within twenty-one (21) days, execute a valid and registrable memorandum of transfer of the said Parcel to the Purchaser, his heir or nominee or lawful assign, as the case may be.

#### **Consent to assignment/subsale**

12. (1) Pending the issuance of the separate strata title to the said Parcel and the transfer of title to the Purchaser and Provided that the Purchaser has fully paid the purchase price and duly complied with all the terms and conditions and stipulations on the Purchaser 's part contained herein, the Vendor shall not, subject to subclause (2) hereof, withhold its consent to any intended sale, transfer or assignment by the Purchaser to any third party (including any bank or financial institution) and the Vendor shall endorse consent to the assignment between the Purchaser and his intended purchaser/assignee within twenty one (21) days from the date of receipt by the Vendor of such assignment.

(2) The Purchaser shall pay to the Vendor for giving the consent an administrative fee in the sum of five hundred ringgit (RM500.00) or zero point five per centum (0.5%) of the purchase price whichever shall be lower. No administrative fee shall be payable in respect of any consent in favour of any bank or financial institution or in respect of any consent to a reassignment from the bank or financial institution to the Purchaser. The Vendor shall not require the Purchaser or the intended purchaser/assignee to pay the Vendor 's solicitor 's fees in any event.

#### **Position and area of Parcel**

13. (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 three (3) per centum of the area as shown in the Building Plan calculated at the rate of ..... ringgit (RM ..... ) only per square metre shall be adjusted accordingly.

(4) The Vendor 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 Vendor shall be so paid within fourteen (14) days of the issue of the strata title.

#### **Materials and workmanship to conform to description**

14. The said Parcel together with all the common property shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule hereto and in accordance with the plans approved by the Appropriate Authority which description and plans have been accepted and approved by the Purchaser, as the Purchaser hereby

acknowledges. No changes thereto or deviations therefrom shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority. 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 Vendor the Purchaser shall be entitled to a corresponding reduction in the purchase price herein or to damages, as the case may be.

#### **Restriction against variation by Purchaser**

15. (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 fixture or fitting therein which would involve the amendment of the approved Building Plan or the submission of further plans without the prior written consent of the Vendor until the relevant Certificate of Fitness for Occupation has been issued.

(2) Where the Vendor agrees to carry out such alterations or additional works for the Purchaser the Vendor shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates of charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within twenty-one (21) working days of the Vendor 's request in writing for such payment.

#### **#Restriction against change to colour code**

16. 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.

#### **Infrastructure and maintenance**

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

(2) The Vendor shall also bear all costs and expenses for the maintenance of the infrastructure until such date when the Purchaser takes vacant possession of the said Parcel.

(3) From the date the Purchaser takes vacant possession of the said Parcel until such time when it is taken over by the Appropriate Authority or the management corporation, as the case may be, the Purchaser shall pay a fair and justifiable proportion of the costs and expenses incurred for the maintenance of the infrastructure.

#### **Common facilities and services**

18. (1) The Vendor shall, at its own cost and expense, construct or cause to be constructed the common facilities serving the housing development and provide services including the collection of refuse, the cleaning of public drains and the cutting of grass as specified in the Second Schedule hereto.

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

### **Payment of service charges**

19. (1) The Purchaser shall be liable for and shall pay the service charges for the maintenance and management of the common property and for the services provided by the Vendor prior to the establishment of a management corporation under the Strata Titles Act 1985.

(2) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay a fair and justifiable proportion of the costs and expenses for the maintenance and management of the common property and for the services provided. Such amount payable shall be determined according to the provisional share units assigned to the said Parcel by the Vendor's licensed land surveyors. The amount determined shall be the amount sufficient for the actual maintenance and management of the common property. The Purchaser shall pay one (1) month's deposit and three (3) months' advance in respect of the service charges and any payment thereafter shall be payable monthly in advance.

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

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

(5) The Vendor may appoint a duly qualified person or agent to provide the services referred to in subclause (1) hereof and the Vendor shall forthwith give written notice of such appointment to the Purchaser and all payments for the service charges to be paid by the Purchaser to such person or agent shall be deemed to be payment of the same to the Vendor.

(6) The Vendor shall (and in the event a person or agent is appointed by the Vendor to provide the said services pursuant to subclause (5) hereof, the Vendor shall cause such person or agent so to do) provide the Purchaser with a copy of the annual audited accounts for the expenses incurred for the provision of the said services.

### **Sinking fund**

20. (1) The Vendor shall, upon the date the Purchaser takes vacant possession of the said Parcel, open and maintain and separate sinking fund for the purposes of meeting the actual or expected liabilities in respect of the following matters —

(a) the painting or repainting of any part of the common property;

(b) the acquisition of any movable property for use in relation with the common property;  
or

(c) the renewal or replacement of any fixture or fitting comprised in the common property.

(2) The Purchaser shall, upon the date he takes vacant possession of the said Parcel contribute to the sinking fund an amount equivalent to ten per centum (10%) of the service charges determined in accordance with subclause 19(2) hereof and thereafter such contribution shall be payable monthly in advance.

(3) Prior to the establishment of a management corporation under the Strata Titles Act 1985, all funds accumulated in the sinking fund shall be held by the Vendor in trust for the Purchaser and the purchasers of the other parcels in the said housing development.

(4) The Vendor shall (and in the event a person or agent is appointed by the Vendor to provide the services in subclause (1), the Vendor shall cause such person or agent so to do) provide the Purchaser with a copy of the annual audited accounts for the expenses incurred for the provision of the said services.

### **Insurance**

21. (1) The Vendor, the Purchaser and all other purchasers shall, upon the completion of the said Building and until the management corporation is established, insure and keep insured the said Building against loss or damage by fire and against all such other risks as the Vendor may think fit.

(2) From the date the Purchaser takes vacant possession of the said Parcel, the Purchaser shall pay a fair and justifiable proportion of the insurance premium. Such amount payable shall be determined according to the provisional share units assigned to the said Parcel by the Vendor's licensed land surveyor.

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

### **Payment of outgoings**

22. The Purchaser shall be liable for all outgoings including quit rent, rates, taxes, assessment and other charges in respect of the said Parcel as from the date he takes vacant possession of the said Parcel and the Purchaser shall indemnify the Vendor of such outgoings in respect of the said Parcel, such amount to be determined according to the provisional share units assigned to the said Parcel by the Vendor's licensed land surveyor. The Purchaser shall continue to pay such outgoings from the date he takes vacant possession of the said Parcel until a separate strata title to the said Parcel is issued and transferred to the Purchaser.

### **Water, electricity, gas piping, telephone trunking**

23. (1) The Vendor 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 telephone 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 installations (if any) of the said Parcel to the water, electricity and sewerage mains of the Appropriate Authority, and the gas mains of the relevant authority.

(2) The Purchaser shall be liable for and shall pay, within fourteen (14) days after the receipt of a notice requesting for payment from the Vendor, the deposits for the installation of water, electricity and gas metres and the Vendor shall bear all other costs, if any.

(3) The Purchaser may apply for telephone service and shall be liable for and shall pay the deposit for such service.

### **Compliance with written laws**

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

### **New laws affecting housing development**

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

### **Time for delivery of vacant possession**

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

(2) If the Vendor fails to deliver vacant possession of the said Parcel in the manner stipulated in clause 27 herein within the time stipulated in subclause (1), the Vendor 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 date of the delivery of vacant possession in subclause (1) until the date the Purchaser takes vacant possession of the said Parcel. Such liquidated damages shall be paid by the Vendor to the Purchaser immediately upon the date the Purchaser takes vacant possession of the said Parcel.

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

(4) For the purpose of claiming any liquidated damages in the Tribunal of Homebuyer Claims established under section 16B of the Housing Development (Control and Licensing) Act 1966 [Act 118], such claim shall be made not later than twelve months from —

(a) the date of issuance of the certificate of fitness for occupation for the said Parcel; or

(b) the expiry date of the defects liability period as set out in clause 30.

### **Manner of delivery of vacant possession**

27. (1) Upon the issuance of a Certificate by the Vendor's architect certifying that the construction of the said Parcel has been duly completed and water and electricity supply are ready for connection to the said Parcel and the Vendor has applied for the issuance of the Certificate of Fitness for Occupation from the Appropriate Authority in compliance with the relevant provisions of the Uniform Building By-Laws 1984 and the Purchaser having paid all monies payable under clause 4 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 the Vendor shall let the Purchaser into possession of

the said Parcel.

(2) The delivery of vacant possession by the Vendor shall be supported by —

(a) a certificate signed by the Vendor 's Architect certifying that the said Building has been duly constructed and completed in accordance with the relevant Acts, by-laws and regulations and that all conditions imposed by the Appropriate Authority in respect of the issuance of the Certificate of Fitness for Occupation have been duly complied with; and

(b) a letter of confirmation from the Appropriate Authority certifying that the Form E as prescribed under the Second Schedule to the Uniform Building By-Laws 1984 has been duly submitted by the Vendor and checked and accepted by the Appropriate Authority.

(3) Such possession shall not give the Purchaser the right to occupy and the Purchaser shall not occupy the said Parcel until such time as the Certificate of Fitness for Occupation for the said Building is issued.

(4) Upon the expiry of fourteen (14) days from the date of a notice from the Vendor requesting the Purchaser to take possession of the said Parcel, whether or not the Purchaser has actually entered into possession or occupation of the said Parcel, the Purchaser shall be deemed to have taken delivery of vacant possession.

#### **Completion of common facilities**

28. (1) The common facilities serving the said housing development shall be completed by the Vendor within thirty-six (36) calendar months from the date of this Agreement.

(2) If the Vendor fails to complete the common facilities in time the Vendor shall pay immediately to the Purchaser liquidated damages to be calculated from day to day at the rate of ten per centum (10%) per annum of the last twenty per centum (20%) of the purchase price.

#### **Vendor to obtain Certificate of Fitness for Occupation**

29. The Vendor shall, pursuant to the application for the Certificate of Fitness for Occupation under subclause 26(1) , 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 Fitness for Occupation in respect of the said Building.

#### **Defect liability period**

30. (1) Any defects, shrinkage or other faults in the said Parcel or in the said Building or in the common property which shall become apparent within a period of eighteen (18) calendar 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 common property not having been constructed in accordance with the plans and description as specified in the First and Fourth Schedule as approved or amended by the Appropriate Authority, shall be repaired and made good by the Vendor at its own cost and expense within thirty (30) days of its having received written notice thereof from the Purchaser and if the said defects, shrinkage or other faults in the said Parcel or in the said Building or in the common property have not been made good by the Vendor, the Purchaser shall be entitled to recover from the Vendor the cost of repairing and making good the same and the Purchaser may deduct such costs from any sum which has been held by the Vendor 's solicitor as stakeholder for the Vendor and subject to subclause (2) ,the Vendor 's solicitors shall release such costs from such sum to the Purchaser within fourteen (14) days after receipt by the Vendor 's solicitors of the Purchaser 's written

demand.

(2) The Purchaser shall, at any time after the expiry of the said period of thirty (30) days, notify the Vendor of the cost of repairing and making good the said defects, shrinkage or other faults before the commencement of the works and shall give the Vendor an opportunity to carry out the works himself within fourteen (14) days from the date the Purchaser has notified the Vendor of this intention to carry out the said works.

### **Common rights of Purchaser**

31. (1) The Vendor confirms that the said Parcel and all other parcels are sold together with free rights and liberties for the Purchaser, his personal representatives, successors in title, his permitted assigns and his servants, agents, licencees and invitees in common with the Vendor and all other persons having the like rights and liberties to use without or with vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of the said 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 Vendor under or over such roads.

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

### **Service of documents**

32. (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 a case it shall be deemed to have been received upon the expiry of a period of five (5) days of posting of such registered letter; or

(b) if it is given by the party or his solicitors by hand to the other party of his solicitors.

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

### **Stamp and registration fee**

33. The stamp and registration fee for this Agreement and the subsequent transfer of the said Parcel referred to in subclause 11(2) hereof shall be borne and paid by the Purchaser but each party shall bear its own solicitor's costs.

### **Schedules**

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

### **Interpretation**

35. In this Agreement, where the context so admits —

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

(b) "Appropriate Authority " means any authority for the time being authorised under any written law in force in West Malaysia to approve building plans, subdivision of land, subdivision of building, the issue of documents of title and to enforce any other laws related thereto and includes any corporation or private agency licensed by the Appropriate Authority to provide electricity, telephone, sewerage services and other related services;

(c) "common property " means so much of the land as is not comprised in any parcel (including any accessory parcel) , or any provisional block and the fixtures and fittings including lifts, refuse chutes, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the purchasers;

(d) "Controller " means the Controller of Housing appointed under the Housing Development (Control and Licensing) Act 1966;

(e) "management corporation " means the management corporation as defined under the Strata Titles Act 1985;

(f) "parcel " means one of the individual units comprised in the subdivided building which is to be held under separate strata title;

(g) "Purchaser " includes his heirs, personal representatives, successors in title and permitted assigns and where there are two or more persons included in the expression "the Purchaser " their liabilities under this Agreement shall be joint and several;

(h) "ready for connection " means electrical points and water fittings and fixtures have been installed by the developer and tested and commissioned by the Appropriate Authority or its authorised agents, and supply is available for tapping into individual parcel units;

(i) "service charge statement " shall include a list and description of the services provided, the expenditure incurred and the amount of service charge due to the Vendor in respect thereof;

(j) "Vendor " includes its successors in title and permitted assigns; and

(k) 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.

### **Persons to be bound by Agreement**

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

### **FIRST SCHEDULE**

(a copy of the following plans attached)

Reference No:

Name of Appropriate Authority:

1. Floor Plan of the said Parcel.
2. Storey Plan of the said Building comprising the said Parcel.
3. Site Plan.
4. Accessory Parcel Plan (if applicable).

## **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 4 (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 twenty one (21) working days after receipt by the Purchaser of the Vendor 's written notice of the completion of:—		
	(a) the work below ground level including piling and foundation of the said Building comprising the said Parcel	10	RM
	(b) the reinforced concrete framework and floor slab 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 telephone trunking and cabling to the said Parcel	10	RM
	(e) the internal and external plastering of the said Parcel	10	RM
	(f) the sewerage works serving the said Building	5	RM
	(g) the drains serving the said Building	5	RM
	(h) the roads serving the said Building	5	RM
3.	On the date the Purchaser takes possession of the said Parcel with water and electricity supply ready for connection to the said Parcel	12.5	RM

4.	Within twenty-one (21) working days after receipt by the Purchaser of the written confirmation of the Vendor 's submission to and acceptance by the Appropriate Authority of the application for subdivision of the said Building	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 Vendor 's solicitor as stakeholder for payment to the Vendor as follows —	5	RM
	(a) two point five per centum (2.5%) at the expiry of six (6) months after the date the Purchaser takes vacant possession of the said Parcel		RM
	(b) two point five per centum (2.5%) at the expiry of eighteen (18) months after the date the Purchaser takes vacant possession of the said Parcel		RM
	TOTAL	100	RM

#### **FOURTH SCHEDULE**

##### **(Clause 14)**

#### **BUILDING DESCRIPTION**

- (a) Structure
- (b) Brick
- (c) Roofing tiles
- (d) Roof timber
- (e) Ceiling
- (f) Windows
- (g) Doors
- (h) Locks
- (i) Decoration
- (j) Flooring
- (k) Wall tiles
- (l) Sanitary installation
- (m) Electrical installation

(n) Fencing

(o) Turfing

\*(p) Gas piping

(q) Internal telephone trunking and cabling

**FIFTH SCHEDULE**  
(Clause 18)  
**FORM OF SERVICE CHARGE STATEMENT**

Project:

For the year:

Date:

Expenses details:

No.	Description	Estimated Monthly Expenses (RM)	Estimated Annual Expenses (RM)
1.	Air conditioning system maintenance		
2.	Audit fee		
3.	Bank charges		
4.	Building automation system		
5.	Car park maintenance		
6.	CCTV maintenance		
7.	Cleaning services		
8.	Electrical system maintenance		
9.	Electricity supply		
10.	Fire fighting system maintenance		
11.	Gardening and landscaping		
12.	General repair/maintenance		
13.	Generator system maintenance		
14.	Intercom repair & maintenance		
15.	Lift/ escalator system maintenance		
16.	Main TV antenna maintenance		
17.	Management fee		
18.	Management office expenses		
19.	Water supply		

20.	Pest control		
21.	Refuse collection		
22.	Security		
23.	Sewerage maintenance		
24.	Signage		
25.	Staff cost		
26.	Swimming pool maintenance		
	Total expenses	RM	RM
	*Amount per square metre	RM	RM
	Area of said Parcel (in square metre)		
	Amount of service charge	RM	RM

Note:(i) Delete where any of the items described above are not applicable.

(ii) Save as in the 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
$\frac{\text{Total expenses}}{\text{Total area of all parcels comprised n the housing development}}$

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

Signed by :.....

.....

for and on behalf of the above Vendor in the presence of:

.....

NRIC No.:.....

Signed by the abovenamed Purchaser (s) in the presence of:

.....

NRIC No.:.....

Signed by the abovenamed Proprietor

in the presence of:

.....  
NRIC No.:.....

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\*Delete whichever is not applicable.

#This applies only to Wilayah Persekutuan Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536 ].

[\[Subs. P.U.\(A\) 473/2002\]](#)

Made the 18th January 1989.

[Sulit KPKT. (R) 01/538/1-52; PN. (PU<sup>2</sup>) 32/III.]

NG CHENG KIAT,

*Minister of Housing and Local Government*

*(To be laid before each House of Parliament pursuant to section 24(3) of the Housing Developers (Control and Licensing) Act 1966.)*