

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 (License 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:

**Interpretation**

1. 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.

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

- 2. 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.

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

- 3. (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.

**Purchase price**

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

**Manner of payment of purchase price**

5. (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.

### **Financial facility**

6. (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.

### **Financial facility from Federal or State Government or statutory authority**

7. (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.

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

8. 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.

### **Time essence of contract**

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

### **Late payment charges**

10. (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.

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

11. (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.



**Transfer of title**

12. 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.

**Title not yet issued and transfer of title**

13. (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).

**Position, measurement, boundaries or area of the Building Lot**

14. (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.

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

15. (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.

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

16. (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.

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

17. 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].

#### **Infrastructure and maintenance**

18. (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.

**Payment of outgoings**

19. (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.

**Maintenance of services**

20. (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.

**Water, electricity, gas piping, telecommunication trunking**

21. (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.

#### **Compliance with written laws**

22. (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.

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

23. 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.

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

24. (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.

**Developer to obtain the certificate of completion and compliance**

25. 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.

**Manner of delivery of vacant possession**

26. (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.

**Defect liability period**

27. (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.

### **Common rights of Purchaser**

28. (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.

### **Service of documents**

29. (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.

### **Cost to be borne**

30. (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 Purchaser, if any.



**Assignment**

31. 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).

**Preamble and Schedules**

32. 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.

**Persons to be bound by Agreement**

33. 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 Layout 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>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	<u>RM</u>

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.: .....

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\* Delete whichever is not applicable."