

SCHEDULE G
HOUSING DEVELOPMENT (CONTROL AND LICENSING) ENACTMENT 1978
HOUSING DEVELOPMENT (CONTROL AND LICENSING) RULES 2008
(Subrule 12(1))

SALE AND PURCHASE AGREEMENT (LAND AND BUILDING)

Date : _____

Item : _____

1. Project : _____

2. Developer : _____

3. Purchaser : Name : _____
NRIC No. : _____
Address : _____
Income Tax No. : _____

4. Property : Lot No. : _____
Type : _____
Land Area : _____
Bumiputera Lot : _____

5. Purchase Price : _____

6. Developer's Licence : _____

7. Advertisement and Sale Permit : _____

8. Project Account : Bank No.: _____.

9. Project Land : (CL/NT/PL)
Owner: _____

10. Bridging Financier : _____

11. Conversion Approval (Term of Title) : Letter of Offer dated _____ reference
Total Premium : RM _____
Paid : RM _____ on
Term : From _____ to _____

12. Project Land Surrendered : Under memorial number _____ dated _____

13. Development Plan Approval: Ref.: _____ Dated: _____

14. Developer's Solicitor :
 Architect :
 Mechanical & Electrical Engineer :
 Civil and Structural Engineer :
 Land Surveyor :
15. Payments by Purchaser : (a) Purchase price.
 (b) Stamp duty for Agreement of forty ringgit (RM40.00).
 (c) Legal fees and stamp duty for loan.
 (d) Stamp duty and adjudication and registration fees for the transfer to be paid when title issued.
 (e) Legal fees to present transfer only when title issued.
 (f) Annual rent from the date of Occupation Certificate.
 (g) Assessments from the date of Occupation Certificate.
 (h) Administrative fee of five hundred ringgit (RM500.00) upon re-sale or re-financing.
 (i) Eight per centum (8%) interest on late payments, if any.
- Payments before collection of keys:-
- (j) Deposit, connection and meter fee for water and electricity to the Appropriate Authority (as specified by the Appropriate Authority).
16. Construction time : Twenty-four (24) months (to Occupation Certificate) from the date of this Agreement.
17. Defects liability period : Eighteen (18) months from the date of Occupation Certificate.
18. Price adjustment : To be calculated based on the same price per square foot as was used to calculate the purchase price herein.
19. Special terms (if any) :
- First Schedule : General Terms
 Second Schedule : Payment Schedule
 Third Schedule : Specifications
 Fourth Schedule : Plans
 Fifth Schedule : Special Terms (if any)

1. **Agreement**

In consideration of the payment of the purchase price the Developer and the Owner (where applicable) shall construct and dispose to the Purchaser the property, free from encumbrances and with vacant possession subject to the terms of this Agreement.

2. **Schedules**

The Schedules are an essential part of this Agreement. Words are defined as above and in the Schedules.

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

The Common Seal of the Developer
is hereunto affixed in the presence of:

Director
Name :
NRIC No. :

Director/Secretary
Name :
NRIC No. :

Common Seal

* The Common Seal of the Landowner
is hereunto affixed in the presence of:

Director
Name :
NRIC No. :

Director/Secretary
Name :
NRIC No. :

Common Seal

* Signed by the Owner
in the presence of:

}
}

* The Common Seal of the Purchaser
is hereunto affixed in the presence of:

Director

Name :

NRIC No. :

Director/Secretary

Name :

NRIC No. :

}
}
}

* Signed by the Purchaser
in the presence of:

}
}

* *Delete whichever not applicable.*

FIRST SCHEDULE
GENERAL TERMS

1. The Developer covenants to be bound by all the provisions as stipulated in the Housing Development (Control and Licensing) Rules 2008 (hereinafter referred to as “the Housing Rules”) in particular Rule 12. Variations to such provisions are permitted in writing by the Controller. The headings are for ease of reference only.

(a) The property sold is free from industrial or agricultural conditions and residential use permitted

The property sold to the Purchaser is free from -

- (i) any agricultural or industrial condition expressed or implied; and
- (ii) any restriction against the construction of the property.

(b) No subsequent charges over the property without Purchaser’s consent

Immediately after this Agreement has been signed the Developer shall not subject the property sold to the Purchaser to any encumbrance without the prior approval of the Purchaser.

(c) The property free from encumbrances upon delivery of Occupation Certificate

The property shall be free from encumbrances immediately prior to the issuance of Occupation Certificate of the property to the Purchaser.

(d) Purchase price

The purchase price is stated in item 5 above.

(e) Payment of the purchase price

The purchase price shall be paid in the instalments and manner stipulated in the Second Schedule.

(f) The layout plan and area of the property

The layout plan particularly specifying the measurements, boundaries and areas of the property and the position of the property in the Project is stipulated in item 4 and in the Fourth Schedule.

(g) Position and area of lot

- (i) The parties hereto agree and declare that the position, measurement, boundaries and area of the property shown on the layout and or floor plans of the Developer are believed but not guaranteed to be correct. If it shall be found that the position, measurements, boundaries and area of the property in the document of title when issued are different from that shown on the layout and or floor plans, the purchase price of the property shall be adjusted equitably and at the rate as prescribed in item 18 above. A registered valuer shall be employed by the Developer to value the rate per square feet to be adjusted and the costs of the registered valuer's services shall be borne by the Developer.
- (ii) The Developer 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 property as shown in the final document of title.
- (iii) Any payment resulting from the adjustment and requiring to be paid by the party concerned shall be paid within seven (7) days of the issuance of the final document of title.

(h) Plans approved and cannot be changed

The plans for the Project and the property has been duly approved by the Appropriate Authority and no alterations to the approved plans shall be made or carried out except as may be required by the Appropriate Authority.

(i) Good workmanlike manner in accordance with plans and specifications

The property shall be constructed in a good workmanlike manner in accordance with the specifications and plans approved by the Appropriate Authority and agreed to by and between the Purchaser and the Developer. No changes thereto or deviation therefrom shall be made without the consent in writing of the Purchaser except 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 by the developer, the Purchaser shall be entitled to a corresponding reduction in the purchase price herein or to damages, as the case may be.

(j) Conformity with written laws

The property shall conform with all written laws for the time being enforced affecting the property and the Developer shall keep the Purchaser indemnified against all fines and penalties or losses incurred by reason of any breach of the provision of any written law.

(k) Roads, drains, water and sewerage mains at Developer's cost

The Developer shall, at its own cost and expenses, -

- (i) construct or cause to be constructed the infrastructure, including the roads, driveways, open spaces, electricity substation, drains, culverts, water mains and sewerage plants serving the Project;
- (ii) provide facilities and communal amenities including street lighting,

in accordance with the requirements and standards of the Appropriate Authority. On completion of the construction of the above infrastructure the Developer 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 Developer shall maintain the same at its expense.

(l) Utility connection costs

The Developer shall, at its own costs and expenses, cause the connection of electricity, water and sewerage mains of the Appropriate Authority or the public authority with the internal electricity, water and sewerage mains of the property.

(m) Developer to bear subdivision costs

The Developer shall, at its own costs and expenses, apply and obtain the approval of the subdivision of the project land or property.

(n) Developer to procure Occupation Certificate

The Developer shall do all acts and things necessary to procure the issuance of the Occupation Certificate from the Appropriate Authority in respect of the property and shall, at its own costs and expenses, comply with all the requirements of the Appropriate Authority in the procurement of such Certificate and shall undertake to produce such Certificate to the Purchaser when issued.

(o) Completion twenty-four (24) months

The date of the delivery of vacant possession of the property to the Purchaser together with the Occupation Certificate for the property shall not be later than twenty-four (24) months after the date of the signing of this Agreement.

(p) Developer to procure subdivided or subsidiary title

The Developer shall use its best endeavour and take all necessary steps to obtain a separate issue of the document of title for the property for the Purchaser and shall upon the issue of the document of title and provided that the Purchaser has paid all monies due under this Agreement and has performed and observed the

terms and conditions of this Agreement, forthwith execute a valid and fit for registration Memorandum of Transfer of the property for the Purchaser, his heir or nominee or lawful assigns, as the case may be.

(q) Eighteen (18) months' defects liability period

- (i) Any defect, imperfection, shrinkage or other faults whatsoever in the property which shall become apparent within a period of eighteen (18) calendar months after the date the Purchaser takes vacant possession of the property, shall be repaired and made good by the Developer at its own cost and expenses within seven (7) days of its having received written notice thereof from the Purchaser. In the event of the Developer failing to do so, the Controller reserves the right to retain the deposit money until the said defects, imperfection, shrinkage or other faults in the property be repaired and made good by the Developer.
- (ii) For the purpose of this clause any defect, imperfection, shrinkage or other faults in the property shall mean any defect, imperfection, shrinkage or other faults which is due -
 - (aa) to defective workmanship or materials; or
 - (bb) to the property not having been constructed in accordance with the plans as approved or amended by the Appropriate Authority or in accordance with the specifications as described in this Agreement.
- (iii) In the event of any dispute arising as to whether any defect falls within the scope of this clause but without prejudice to the right of the Purchaser to seek legal redress the Developer's architect or engineers shall assist in determining the dispute.

(r) Eight per centum (8%) liquidated damages for delay

The Developer shall indemnify the Purchaser for any delay in the delivery of vacant possession of the property. The amount of the indemnity shall be calculated from day to day at the rate of eight per centum (8%) per annum of the purchase price commencing immediately from the date when vacant possession ought to have been delivered until the date of issuance of Occupation Certificate.

(s) Payment of outgoings

All outgoings in respect of the property including annual rent and assessments shall be paid by the Developer up to the date of issuance of the Occupation Certificate of the property and thereafter the same is to be borne by the Purchaser.

(t) Penalties to be paid by the Purchaser

- (i) Unless otherwise stated the Purchaser shall settle all payments required in this Agreement within fourteen (14) days of service of notice to do so.
- (ii) The Developer is entitled to impose simple interest at the rate of eight per centum (8%) per annum on a day to day basis on all outstanding dues up to the date of settlement. However such interest shall not be charged if the delay in payment is caused by the delay of the Developer's bridging financier in issuing the standard redemption statement, undertaking and completing the redemption arrangements or Developer's solicitor in preparing this Agreement for execution.
- (iii) If the Purchaser commits any breach of the terms of this Agreement, commits an act of bankruptcy, enters into any composition or arrangement with his creditors or being a company howsoever enters into liquidation, then the Developer shall be entitled to terminate this Agreement and thereafter -
 - (aa) the Developer shall be entitled to deal or dispose of the property sold in such manner as the Developer shall see fit as if this Agreement had not been entered into;
 - (bb) the part of the purchase price paid by the Purchaser to the Developer (excluding interest and other dues) shall be dealt with as follows:
 - (1) firstly, all interest calculated in accordance with item (t)(ii) hereof owing and unpaid shall be paid to the Developer;
 - (2) secondly, a sum equal to ten per centum (10%) of the purchase price shall be forfeited to the Developer; and
 - (3) lastly, the residue thereof, if any, shall be refunded to the Purchaser;
 - (cc) neither party shall have any further claim against the other; and
 - (dd) each party hereto shall pay its own costs in the matter.
- (iv) Breach by the Purchaser to pay any part of the purchase price for more than the said fourteen (14) days after becoming due shall entitle the Developer to serve the Purchaser fourteen (14) days notice to treat this Agreement as have been repudiated and unless the default is rectified, this Agreement shall, at the expiration of the said notice, be deemed to be terminated.
- (v) The Purchaser must pay up all dues and interest before being entitled to the title deed to the property or to consent for any assignment.

(u) **Right of access**

The Purchaser his heir, personal representative, assignee and his or their servants, agents, licensees and invitees shall have free rights and liberties to use the project land in common with all other persons having rights and liberties, all roads serving the Project or other land in the Project and to make all necessary connections and thereafter to use in a proper manner the drains, pipes, cables and wire laid or constructed by the Developer under such roads for the purpose of the supply of water, electricity and telephone services to and for drainage of water from the property. Such rights and liberties shall continue to apply notwithstanding the completion of this Agreement.

(v) **No increase in price**

The Developer shall not charge extra amount to the Purchaser resultant on the increase of cost of materials.

2. **Loans**

- (a) Purchaser to notify if Loan applied for. Within fourteen (14) days of the receipt of the stamped copy of this Agreement the Purchaser shall notify the Developer as to whether he is applying for a loan to finance the purchase price (hereinafter referred to as "the Loan") and the name and branch of the financier (hereinafter referred to as "the Financier").
- (b) No interest for the first two (2) months. If the Loan is to pay installment(s) of the purchase price that is already or about to become due, the Purchaser is allowed two (2) months from the date of this execution of this Agreement to pay such installment(s). The Developer is entitled to charge interest on any overdue installment(s) for late payment only after the two (2) months. The installment(s) not financed by the Loan shall be paid within the fourteen (14) days of being due.
- (c) Obligation to pay the purchase price despite Loan. The application, approval, rejection, withdrawal, processing and administration of the Loan and any assistance rendered by the Developer towards the Loan shall not relieve the Purchaser of his paramount obligation to pay the purchase price when due. The application for and release of the Loan is the responsibility of the Purchaser.
- (d) Loan from Federal or State Government or statutory authority. The Purchaser shall within fourteen (14) days after the receipt of the stamped copy of this Agreement inform in writing to the Developer of his intention of obtaining the Loan from the Government of Malaysia, State Government or any statutory authority providing loan facilities. If the Purchaser fails to obtain such loan for any reason whatsoever, the Purchaser shall be liable to pay to the Developer the whole of the purchase price or the portion thereof then outstanding.

3. **Purchaser's right to initiate and maintain action**

The Purchaser shall be entitled on his own volition and name to institute and maintain any action in relation to any matter arising from this Agreement and against any person before any court, tribunal or body. If this Agreement is assigned to a Financier then the Purchaser shall forthwith notify the Financier.

4. **Time essence of contract**

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

5. **Consent to assignment or subsale**

Provided the Purchaser is not in breach of the terms of this Agreement and until the title to the property is registered in the name of the Purchaser, the Developer shall give his consent in writing to any assignment or other disposal of the Purchaser's interest in the property. The consent is subject to the following terms:

- (a) the Developer is entitled to charge an administrative fee not exceeding five hundred ringgit (RM500.00);
- (b) the consent is conditional upon the Purchaser and/or his Financier settling all sums including interest stipulated in this Agreement;
- (c) all expenses in relation to such resale transfer assignment or otherwise shall be borne by the Purchaser;
- (d) the assignment to the Financier to secure the Purchaser's Loan to settle the purchase price shall not be subject to any administrative fee; and
- (e) refinancing by the Purchaser of the Purchaser's Loan shall be subject to administrative fee.

6. **No variation to the property by Purchaser and restriction in entering the project land**

- (a) The Purchaser shall not cause or allow any works to the property before the Occupation Certificate has been issued and without the prior written approval of the Developer. Any works resulting in a deviation from the approved plans shall additionally require the approval of the Appropriate Authority.
- (b) The Purchaser shall not enter the project land without the prior written approval and supervision of the Developer in the interest of safety. The Purchaser enters the project land at his own risk.
- (c) The Purchaser shall not howsoever interfere with the construction and completion of the Project.

- (d) Where the Developer agrees to carry out alterations and additional works for the Purchaser the Developer shall annex hereto an inventory of permissible alterations and additional works and their respective rates or charges. The Purchaser shall pay for the agreed alterations and additional works within fourteen (14) days of notice of completion of the same and such sums shall be dealt with as if forming part of the purchase price.

7. Maintenance of services

The Developer shall provide services, such as refuse collection, cleaning of public drains and grass cutting on the road reserves and maintenance of side-walks grounds lights and sewage plants until the same are taken over by the Appropriate Authority.

8. Manner of delivery of vacant possession

- (a) After the issuance of the Occupation Certificate by the Appropriate Authority and provided the Purchaser has paid all moneys and performed and observed the terms and covenants on his part to be performed and observed under this Agreement, the Developer shall let the Purchaser take possession (and keys to) of the property.
- (b) Upon the expiry of fourteen (14) days from the date of a notice from the Developer requesting the Purchaser to take possession of the property (whether or not the Purchaser has actually entered into possession or occupation of the property) the Purchaser shall be deemed to have taken delivery of vacant possession whereupon all risk shall pass to the Purchaser.

9. Insurance

It is the responsibility of the Developer to insure the Project and the property at its costs until possession to the property is delivered to the Purchaser.

10. Lodgment of caveat

Any caveat by the Purchaser and/or the Financier over the project land shall be strictly limited to the interest of the Purchaser as evidenced by this Agreement and shall not in any way prevent or delay the issuance and registration of the block and/or individual subdivided titles. Pursuant to the foregoing, the Purchaser hereby acknowledges that in the event such caveat is lodged over the project land, the Purchaser hereby consents or is deemed to have consented to the following as if such consent was expressly stated in the caveat:

- (a) the registration of the surrender of title or any dealing for the purpose of conversion, amalgamation, exchange of title and/or subdivision of the project land or any building thereon in accordance with the approved development, subdivision and other plans;

- (b) all dealings under the Land Ordinance (*Cap. 68*) and/or the Land (Subsidiary Titles) Enactment 1972 necessary for the issuance of the block and/or subdivided titles;
- (c) the vesting of the project land or the block title derived therefrom to the management corporation (if any); and
- (d) dealings in the project land by the Developer which does not affect the Purchaser's interest.

SUBJECT STRICTLY to the Purchaser's interest in the Project Land as notified in the caveat AND PROVIDED that such caveat shall be carried forward to the subdivided title of the property.

11. Service of documents

- (a) Any notice, request or demand requiring 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 -
 - (i) if it is sent by the party or his solicitors by A.R. registered post, addressed to the other party's address hereinbefore mentioned or his last known address and in such a case it shall be deemed to have received within seven (7) days if the addressee is in the same district as the sender and within fourteen (14) days if the addressee is not in the same district as the sender; or
 - (ii) if it is given by the party or his solicitors by hand or courier to the other party or his solicitors.
- (b) Any change of address by either party shall be communicated in writing to the other.

12. Stamp duty and registration fees

The stamp duty and registration fees together with any additional stamp duties for this Agreement and the transfer of the property shall be borne and paid by the Purchaser. Each party shall bear its own solicitor's costs. The legal fees for registering the transfer shall be borne by the Purchaser.

13. Binding agreement

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

14. Waiver

Knowledge or acquiescence by the Developer of or in any breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, the Developer shall be entitled to exercise its rights under this Agreement and to require strict performance by the Purchaser of the terms and conditions herein.

15. Indemnity by Purchaser

For reasons of safety among others the Purchaser shall not be entitled to enter upon the project land while the property is in the course of construction. If the Purchaser so enters, whether or not with the knowledge of the Developer, the Developer shall not be in any way liable to the Purchaser, his agents, contractors, invitees, licensees or otherwise for any loss or damage or injury or death caused or occasioned directly or indirectly from the construction and completion of the Project and the Purchaser shall fully indemnify the Developer for any actions or proceedings in respect of the same.

16. Phased Development

The Purchaser hereby acknowledges and consents that the Project may form a part or phase of a larger and/or adjacent development (hereinafter referred to as "the Phased Development" which term shall include any further development on the project land and/or adjacent lands approved or commenced at any time) whereby -

- (a) the Phased Development may involve amalgamation of the Project; and
- (b) the roads, drains and other utilities serving the Project may be shared with the Phased Development.

17. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Developer in the event of an introduction of new laws or the amendment to 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 Project 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 Developer of its obligations and liabilities hereunder.

18. Special terms

This Agreement shall be construed subject to the Special Terms referred to in the Fifth Schedule.

19. Principal and secondary instruments

This Agreement and the Memorandum of Transfer referred to in clause 1(p) hereof are instruments employed in the same transaction for the sale and transfer of the Parcel to the Purchaser and for the purpose of subsection 4(3) of the Stamp Act 1949, the Memorandum of Transfer shall be deemed the principal instrument.

20. Definitions

Wherever used in this Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:

- (a) "Appropriate Authority" means the Controller of Housing, any Government, semi or quasi-government, department or statutory body or agency or any authority for the time being directly or indirectly involved or affected by property development;
- (b) "Controller" means the Controller of Housing appointed under the Housing Development (Control and Licensing) Enactment 1978;
- (c) "Developer" includes its successors in title and permitted assign;
- (d) "plans" means the development plan, layout plan or other related plans of the Project approved by the Appropriate Authority;
- (e) "Memorandum of Transfer" shall have the same meaning assigned to it under the Land Ordinance (*Cap. 68*);
- (f) "Occupation Certificate" means the Certificate of Fitness for Occupation issued by the Appropriate Authority excludes temporary Occupation Certificate;
- (g) "Project" means the project described in item 1 and constructed on the project land and which the property is located;
- (h) "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. Where the Purchaser is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Purchaser is a natural person, and shall bind all of its assigns and successors-in-title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to winding-up, liquidation, amalgamation or reconstruction, as the case may be, of the Purchaser;
- (i) "vacant possession" means the property has been issued with Occupation Certificate by the Appropriate Authority; and
- (j) 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.

SECOND SCHEDULE
PAYMENT SCHEDULE

	Percentage of purchase price to be paid
1. Upon execution of this Agreement including booking fee, if any.	10%
2. On completion of foundation works of the property.	10%
3. On completion of reinforced concrete framework of the property.	15%
4. On completion of brick walls of the property with doors and window frames in position.	15%
5. On completion of roofing and internal plastering of the property.	15%
6. On completion of electrical wiring and plumbing (without fittings) of the property.	10%
7. On completion of the roads, drains and sewerage works serving the property.	15%
8. Upon the issuance of a certificate by the Developer's architect certifying that the construction of the property has been duly completed in accordance with the relevant legislations, by-laws and rules, and that all conditions imposed by the Appropriate Authority, in respect of the issuance of the Occupation Certificate has been duly complied with.	2.5%
9. Within twenty-one (21) working days after receipt by the Purchaser of the written confirmation of the Developer's submission to and acceptance by the Appropriate Authority of the application for subdivision of the project land together with the as-built survey plan.	2.5%
10. On the date the Purchaser takes vacant possession.	5%
TOTAL	<u>100%</u>

Conditions:

1. Every claim shall be supported by a certified true copy of a certificate by the Project's architect certifying the progress of works on the property.
2. Every claim shall be served in accordance with clause 11 and shall become due upon service.
3. The claim or claims need not be in the order described above.

THIRD SCHEDULE
SPECIFICATIONS

FOURTH SCHEDULE
PLANS

FIFTH SCHEDULE
SPECIAL TERMS (if any)