A. **PURCHASER’S ROLES AND RESPONSIBILITIES**

1. **BEFORE YOU DECIDE TO BUY A HOUSE, PLEASE ENSURE:**
   
   1.1 There is a *valid Housing Developer’s Licence* for the development project;
   
   1.2 There is a *valid Advertisement And Sale Permit* for the development project; and
   
   1.3 The *purchase price* for the house approved in the *Advertisement And Sale Permit*.

2. **THE HOUSE PURCHASER SHALL BE RESPONSIBLE TO PAY:**
   
   2.1 The *house insurance*;
   
   2.2 The *house assessment* (*cukai pintu*) after issuance of Occupation Certificate (OC).
   
   2.3 The *service fee and sinking fund* for Condominium and Apartment after issuance of Occupation Certificate (OC).
   
   2.4 The deposit, connection and meter fee for water supply and electricity supply.
   
   2.5 The *legal fees and stamp duties* for the Sale And Purchase Agreement, Transfer and Loan shall be borne by the House Purchaser.
2.6 Booking Fee

(a) For Booking, the Purchaser is to pay the booking fee which should not exceed RM1,000.00 and to obtain the receipt from the developer; and

(b) The Purchaser is required to sign the Sale And Purchase Agreement and pay the first payment (i.e. 10% of the purchase price) upon notice from the developer.

2.7 Progressive Claims

Every progress claim for installment payment that is certified by the Project’s Architect.

2.8 Late Payment Interest Charges

The Purchase Price installments shall be paid within 14 days of service of notice. The Developer is entitled to charge interest at the rate of 8% per annum on a day to day basis on outstanding dues until the date of settlement.

2.9 Quit Rent and Assessment Fee For Landed Property (Bungalows, Semi-detached houses and Terrace houses)

From the date of Occupation Certificate, the Purchaser shall be responsible to pay Quit Rent to Lands And Surveys Department and the Assessment Fee to the Appropriate Authorities for the services such as garbage removal, etc.
2.10 **Service Fee For Subdivided Building**
(Condominiums, Flats, Apartments and Townhouses)

(a) Service Fee, Quit Rent (Annual Rent), Sinking Fund which are, until the formation of a Management Corporation (MC) in accordance to Land (Subsidiary Title) Enactment 1972, payable to the Developer (in its capacity as the interim management corporation) from the time of the issuance of Occupation Certificate for the unit;

(b) From the date of Occupation Certificate, the Purchaser must pay Service Fee and Sinking Fund as stipulated in the Sale And Purchase Agreement to the Developer. The Service Fee is for the maintenance and management of the common property provided by the Developer prior to the establishment of a Management Corporation in accordance to the law. The Sinking Fund is to refurbish the building;

(c) The parcel owner has the right to request for a copy of the quarterly statements or audited accounts of the operation during the Interim Management Corporation (IMC) period before the MC is formed; and

(d) Upon formation of a Management Corporation (MC) in accordance to Land (Subsidiary Title) Enactment 1972, the maintenance charges will be payable to the MC and no longer to the Developer.
3. **GENERAL INFORMATION**

3.1 The expected date of completion for housing is **24 months** from the date of Sale And Purchase Agreement OR refer to the approved Sale and Purchase Agreement.

3.2 **Brochures** are given free by the Developers. Please ensure that the brochure has the following information:-

(a) The Housing Developer's Licence Number with the stipulated expiry date.

(b) The Advertisement and Sale Permit Number with the stipulated expiry date.

(c) Housing Developer’s Project Account Number (HDA Account No.).

(d) Name and Address of:
   (i) The Licensed Housing Developer.
   (ii) Authorised Agents (if any).

(e) Land status:
   (i) Land Tenure.

(f) Expected date of completion.

(g) 30% Bumiputera Reserve with 5% Discount for the lots.

3.3 **Termination of Sale And Purchase Agreement**

If Purchaser fails to make the progressive payment for more than 14 days when it has become due, the Developer has the right to determine the termination of the Sale And Purchase Agreement.
B. HOUSING DEVELOPER’S ROLES AND RESPONSIBILITIES

1. MANNER OF DELIVERY OF VACANT POSSESSION

Upon the issuance of the Occupation Certificate and after the Purchaser has paid all money, performed and observed the terms and covenants as stated in the Sale And Purchase Agreement, the Developer shall let the Purchaser take vacant possession of the Property.

2. TO PROCURE THE SUBDIVIDED OR SUBSIDIARY TITLES

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 as stipulated under the Sale And Purchase Agreement and has performed and observed the terms and conditions of the Sale And Purchase Agreement, forthwith execute a valid and fit for registration Memorandum of Transfer of the property for the Purchaser.

3. COMPENSATION FOR LATE DELIVERY

The Developer shall pay the Purchaser for any delay in the delivery of vacant possession of the Property. The amount 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.

4. DEFECTS LIABILITY PERIOD

The defect liability period is 18 months after the date of issuance of Occupation Certificate (OC).
C. MINISTRY OF LOCAL GOVERNMENT AND HOUSING

1. For details and conditions on Housing Developer’s Licence and Advertisement and Sale Permit, please contact:-

THE HOUSING CONTROLLER SECRETARIAT
Ministry of Local Government And Housing
Block C, 2-6 Floors, Wisma Tun Fuad Stephens
88999 Kota Kinabalu, Sabah, Malaysia
Tel: 088-270526, 270527
Fax: 088-234076, 236177
Email: UPP.KKTP@sabah.gov.my

2. For enquiries and disputes between House Purchaser and Housing Developer regarding Liquidated Ascertained Damages (LAD) and Defects (exclude renovation), please contact:-

(1) Tribunal Tuntutan Pembeli Perumahan
Tingkat 8, Blok A, Wisma Tun Fuad Stephens
Jalan Karamunsing, 88999 Kota Kinabalu, Sabah.
Tel: 088-270524 / 270525
Fax: 088-270523
Website: www.sabah.gov.my/mlgh

(2) Majlis Perbandaran Sandakan
Tingkat 2, Bahagian Undang-Undang
Wisma Perbandaran Sandakan
90702 Sandakan, Sabah.
U/P: Puan Aishah Binti Hj. Pabran
Tel: 089-275400
Fax: 089-213452
(3) Majlis Perbandaran Tawau
Tingkat 1, Bahagian Undang-Undang
Bangunan Majlis Perbandaran Tawau
Jalan Mahkamah, 91007 Tawau, Sabah.
U/P  : Encik Oliver Joahnes
Tel   : 089-701658
Fax   : 089-701613

(4) Majlis Daerah Lahad Datu
Tingkat 2, Bangunan Majlis Daerah Lahad Datu
Peti Surat No. 60249
91112 Lahad Datu, Sabah.
U/P  : Puan Juhana Binti Markus
Tel   : 089-881501
Fax   : 089-881832