



LEMBAGA ARKITEK MALAYSIA

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GENERAL CIRCULAR NO. 2/2017 (Amendment 2017)

**GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4(1)] OF THE STANDARD
SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING**
[Schedule G of the Housing Development (Control and Licensing) Regulations 1989]

**GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4(1)] OF THE STANDARD
SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING**
[Schedule H of the Housing Development (Control and Licensing) Regulations 1989]

The Ministry of Housing and Local Government had, on 1 June 2015, gazetted the Housing Development (Control and Licensing) (Amendment) Regulations 2015 [P.U. (A) 106/2015] which shall be deemed to have come into operation on 1 July 2015.

Since the enforcement of the new amendment, many queries have been received by the Board on the percentage changes for the different stages of works.

The Board has amended its Guidelines on the Third Schedule [Clause 4(1)] of the Standard Sale and Purchase Agreement For Land and Building (SCHEDULE G) and Sub-divided Building (SCHEDULE H) to reflect the changes in the percentage. The Board has also taken the opportunity to make some clarification on the description of works that must be completed for some of the stages.

This General Circular replaces the current General Circular No. 3/2008 pertaining to the above Guidelines. For any Sale and Purchase Agreement signed prior to 1 June 2015, General Circular No. 3/2008 is still applicable.

All Architects are advised to be familiar with and abide strictly to these Guidelines before certifying works in respect of housing projects undertaken in West Malaysia. In respect of housing projects in Sabah and Sarawak, works should be undertaken in accordance with the relevant laws. In the absence of any specific guidelines in respect of works in Sabah and Sarawak with regard to details of works that must be completed, Architects should refer to the attached Schedules.

LAM wishes to remind all Architects that all wrongful certification shall be taken as a serious offence under the provisions of the Architects Act 1967.

Thank you.

By Order of the Board of Architects Malaysia,

(Ar. YONG RAZIDAH RASHID)
Registrar

25 May 2017



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PEKELILING AM BIL. 2/2017 (Pindaan 2017)

**GARISPANDUAN MENGENAI JADUAL KETIGA [KLAUSA 4(1)] DI BAWAH
PERJANJIAN JUAL BELI PIAWAI BAGI TANAH DAN BANGUNAN**
[Jadual G di bawah Peraturan-Peraturan Perumahan (Kawalan dan Perlesenan) 1989]

**GARISPANDUAN MENGENAI JADUAL KETIGA [KLAUSA 4(1)] DI BAWAH
PERJANJIAN JUAL BELI PIAWAI BAGI BANGUNAN YANG
DIPECAHBAHAGIKAN**
[Jadual H di bawah Peraturan-Peraturan Perumahan (Kawalan dan Perlesenan) 1989]

Kementerian Kesejahteraan Bandar, Perumahan dan Kerajaan Tempatan pada 1 Jun 2015, telah mewartakan Peraturan-Peraturan Perumahan (Kawalan dan Perlesenan) (Pindaan) 2015 [P.U. (A) 106/2015] yang telah berkuatkuasa mulai daripada 1 July 2015.

Semenjak Garispanduan tersebut dikeluarkan, Lembaga telah menerima pelbagai pertanyaan berkenaan peratusan pada setiap diskripsi kerja yang perlu disiapkan atau sebaliknya bagi peringkat kerja yang berlainan itu.

Dengan itu, Lembaga telah menyemak semula Garispanduan Mengenai Jadual Ketiga [Klausu 4(1)] Di Bawah Perjanjian Jual Beli Piawai Bagi Tanah Dan Bangunan (Jadual G) dan Bangunan Yang Dipecahbagikan (Jadual H) untuk menunjukkan perubahan pada peratusan. Lembaga juga telah mengambil kesempatan ini dengan memberikan penjelasan mengenai diskripsi kerja yang perlu disiapkan atau sebaliknya bagi peringkat kerja yang berlainan itu.

Pekeliling Am ini menggantikan Pekeliling Am yang terdahulu iaitu Bil. 3/2008 berkenaan pekeling diatas. Namun begitu sebarang Perjanjian Jual Beli yang telah ditandatangani sebelum 1 Jun 2015, Pekeliling Am Bil. 3/2008 masih lagi terpakai.

Arkitek adalah dinasihatkan untuk membiasakan diri dan mematuhi sepenuhnya Garispanduan ini sebelum mengeluarkan pengesahan sijil bagi kerja-kerja berkenaan projek perumahan di Semenanjung Malaysia. Bagi projek perumahan di Sabah dan Sarawak, kerja tersebut hendaklah dilaksanakan berdasarkan kepada undang-undang yang relevan. Walaubagaimanapun sekiranya tiada sebarang garispanduan spesifik berhubung dengan kerja di Sabah dan Sarawak dari segi ciri-ciri kerja tersebut yang perlu disiapkan, para Arkitek hendaklah merujuk kepada Jadual yang dilampirkan.

Lembaga ingin mengingatkan semua Arkitek bahawa setiap kesalahan dalam pengesahan sijil bayaran berperingkat akan diambil tindakan yang serius dibawah Akta Arkitek 1967.

Terima kasih.

Dengan Perintah Lembaga Arkitek Malaysia,

(Ar. YONG RAZIDAH RASHID)
Pendaftar

25 May 2017

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING		
[SCHEDULE G OF THE HOUSING DEVELOPMENT [CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]		
Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
2(a) The foundation of the said Building (10%)	<ul style="list-style-type: none"> * All foundation works below the lowest floor level * Pilings and pilecaps (if any) * Raft slabs (if any) * Footings (if any) * Stumps (if any) 	<ul style="list-style-type: none"> * Retaining wall if it is not part of the foundation * Backfilling * Lowest floor slab if it is not part of the foundation * Ground beams * Services
2(b) The structural framework of the said Building (15%)	<ul style="list-style-type: none"> * All primary structural elements above lowest floor level including: <ul style="list-style-type: none"> - Beams - Columns - Suspended Slabs - Roof beams - Structural walls (if any) * Retaining walls forming part of the structural element to the Building (if any) 	<ul style="list-style-type: none"> * Non-structural ground floor slabs with or without BRC * Wall stiffeners and lintols * Non structural or supporting R.C. works e.g. hoods, aprons, gutters, parapet * Staircase * R.C. walls (that do not form part of the structural framework) of the buildings
2(c) The walls of the said Building with door and window frames placed in position (10%)	<ul style="list-style-type: none"> * All non-structural walls * All party walls inclusive of wall stiffeners * Timber door and window frames where there are no subframes * All frameworks for dry partitioning excluding lining of partition 	<ul style="list-style-type: none"> * Metal frames * Installation of door leaves, window (fixed or openable) or louvres * Parapet walls, boundary walls and fence walls including gate pillars, refuse compartment, meter compartment that are not attached to the building * Closing up of temporary openings left in walls for construction purposes

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING

[SCHEDULE G OF THE HOUSING DEVELOPMENT [CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>2(d) The roofing, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Building</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * Roof framings, roof coverings and flashing including car porches * All gas piping (if any) * All internal telephone trunking and cablings * All electrical wirings * All water piping including bends and joints * All sanitary piping including bends, joints and traps 	<ul style="list-style-type: none"> * Ceiling boards or panels * Switch boxes, socket outlets, switches and electrical fixtures and fittings (if any) * Sanitary fittings including sinks, taps, basins, bath tubs and shower heads * Hot water heaters * Water tanks * Rain water downpipes and gutters (if any) * Window hoods
<p>2(e) The internal and external finishes of the said Building including the wall finishes</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * All plastering or skim coatings where specified to all wall, soffits of suspended slabs (if any), beams and columns * Wall tiles and other wall finishes (if any) * All linings/boards/panels to framed partitions and/or ceiling (if any) * All floor finishes * Painting to internal and external walls, floors and ceilings (if any) of the building 	<ul style="list-style-type: none"> * Closing up of temporary openings for construction purposes * Door and window panels

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING [SCHEDULE G OF THE HOUSING DEVELOPMENT [CONTROL AND LICENSING] (AMENDMENT) REGULATIONS 2015]		
Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
2(f) The sewerage works serving the said Building (5%)	<ul style="list-style-type: none"> * Sewerage works including manholes from the Building connected to a completed sewerage treatment system (The treatment system may be permanent or temporary as approved by the relevant authority) 	<ul style="list-style-type: none"> * Testing and commissioning * Water and electricity connection <p><i>Note :</i> <i>Please refer to the diagrams on Pages 14/16 and 15/16 for illustration.</i></p>
2(g) The drains serving the said Building (2.5%)	<ul style="list-style-type: none"> * Drains and main drains connected to the outfall (The alignment of the drains and the outfall may be permanent or temporary as approved by the local authority) 	<ul style="list-style-type: none"> * Metal gratings and covers over drains
2(h) The roads serving the said Building (2.5%)	<ul style="list-style-type: none"> * Paved road (i.e. Premix and/ or Concrete imprint and/or pavers and/or any road with any other finishes as specified in the approved plans) leading to the Building from an existing road. The alignment of the road may be a permanent or temporary access approved by the local authority. * Permanent roads (i.e. Premix and/ or Concrete imprint and/or pavers and/or any road with any other finishes as specified in the approved plans) around the Building * Entrance culvert serving the Building * Kerbs (if any) 	<ul style="list-style-type: none"> * Footpaths and roadside tables * Final wearing course to pre-mixed roads or final varnishing for the finishes to any other type of paved roads where applicable * Road markings and signages

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING

[SCHEDULE G OF THE HOUSING DEVELOPMENT [CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed For Certification</u>	Description of Construction Work That <u>Need Not be Completed For Certification</u>
<p>(3) On the date the Purchaser takes vacant possession of the said Property with water and electricity supply ready for connection</p> <p style="text-align: center;">(17.5%)</p> <p><i>Architect does not need to issue any certificate for this Stage but before the Developer can effect vacant possession, the Certificate of Completion and Compliance shall have been issued by the Architect as the Principal Submitting Person.</i></p> <p><i>The Developer is also required to comply with Clause 26 'Manner of Delivery of Vacant Possession' of Schedule G.</i></p>	<ul style="list-style-type: none"> * All other works inclusive but not limited to all items not completed in Stage 2(a) to 2(h). * External works including perimeter fencings, gates and turfing (if any) * Electrical wirings, water and sanitary piping services completed and ready to receive supply * Water and electricity supply available and ready for connection for tapping into the said building * The TNB sub-station should be energised or alternative electricity supply by TNB is provided. * All external electrical cabling from sub-station to the unit must be completed with supply. * Sewerage treatment plant shall be serviceable * Water reservoir (if applicable) is operational * Closing up of temporary openings for construction purposes. 	<ul style="list-style-type: none"> * Electrical, water, sanitary and other loose fittings and fixtures <p style="text-align: center;"><i>(Refer to Para 7 of Supplementary Notes)</i></p> <ul style="list-style-type: none"> * Minor defects * Electrical and water meters

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING

[SCHEDULE G OF THE HOUSING DEVELOPMENT [CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>(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 Solicitors the original issue document of the title to the said Building Lot registered in the name of the Purchaser.</p> <p style="text-align: center;">(2.5%)</p> <p><i>Architect does not need to issue any certificate for this stage.</i></p>	<p>* The document of the title of the said building has been issued by the Appropriate Authority</p>	

SCHEDULE G

GUIDELINES ON THE THIRD SCHEDULE [CLAUSE 4 (1)] OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR LAND AND BUILDING

[SCHEDULE G OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

SUPPLEMENTARY NOTES

- 1.0 Certification of stage completion by the Architect is required in the Standard Sale & Purchase Agreement (SPA) specified under the Housing Development (Control & Licensing) (Amendment) Regulations 2015 to enable the Developer to request payment from the Purchaser. The stages of completion are set out in the Third Schedule of the SPA.
- 2.0 These guidelines define as comprehensively as possible the work that must be completed at each stage before certification. They also clarify the work items that need not be completed for reasons of construction sequence, practicality etc. However, the work items deferred would need to be completed at a later stage, depending on the logic of construction. For example, in Stage 3 all temporary openings for construction purposes must now be completed.
- 3.0 For all constructional systems other than the conventional framework, the Developer should refer to the Controller of the Ministry of Housing and Local Government for modification [Refer to Clause 11(3) of the Housing Development (Control and Licensing) Regulations 1989].
- 4.0 Architects are recommended to observe the following before commencement of construction work:
 - 4.1 Request for a copy of the Sale & Purchase Agreement including all schedules as specified in the S & P Agreement of each housing type to be sold in the development for which certification is required.
 - 4.2 Check the details specified in the Sales Brochure approved by the Ministry of Housing & Local Government to ensure they correspond to the specifications in the building contract. The check list should include the approved layout plans, the building plans and the specifications of the houses. These details must also conform to those specified in the Fourth Schedule.
 - 4.3 Check that the above corresponds to the approved Building Plan which is cited in the preamble of this S&P Agreement.
 - 4.4 Request the Developer to advise on any deviations in the Sale & Purchase Agreement from the Standard Sale & Purchase Agreement and also of any special conditions imposed by the Ministry of Housing on the development.
 - 4.5 Establish with the Developer the time frame for certification, to be on a monthly basis or fortnightly basis or when requested by the Developer.
 - 4.6 Establish the quantum of units to be certified, to be block by block or unit by unit. It will be very time consuming for the Architect to be certifying on a unit by unit basis and it is recommended that there be a set minimum number of units for each certification.

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- 5.0 Inspections must be carried out before certification.
- 6.0 The Architect shall request the Engineer for the project to confirm in writing his concurrence with the satisfactory completion of Stages 2(a), 2(b), 2(d) where applicable, 2(f), 2(g) and 2(h) before he certifies.

For stage 2(b), it is prudent for the Architect to wait until the side formworks are removed to visually ensure that there are no major honeycomb/defects on the structure before certification.

For stage 2(c), the Architect shall ensure that the openings are properly formed to receive the metal frames and completed with lintols (where applicable) before this is certified.

For stage 2(f), there may be instances where there is no sewerage treatment plant and the sewerage works from the scheme is connected to an existing public main as approved by the relevant authority.

- 7.0 In view of the rampant vandalism and theft of loose fittings experienced in most of the sites, at Stage 3, should the developer desire for the electrical, water, sanitary fittings and fixtures to be deferred until the purchaser moves in to minimise theft and vandalism, these items need not be fitted subject to the following :-

- (a) Prior consent from the purchasers to be secured by the developer. However, in the event prior consent from the purchasers are not secured, an undertaking letter from the developer to hand over these loose fittings/fixtures to the purchasers and to install them as per purchasers' request shall be secured prior to certification.
- (b) The list of deferred items shall be stipulated clearly in the vendor's notice requesting the purchaser to take possession of the said property.
- (c) The deferred items shall only include loose fittings/fixtures such as w.c. seat cover, tap fittings, shower rose, manhole cover, m.s. gratings, ELCB fuse switches, which can be easily removed. Items such as w.c, basins, sink, switch and power sockets are not considered as loose fittings/fixtures.
- (d) All these loose fittings/fixtures are already available at the site before certification.

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

[SCHEDULE H OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>2(a) The work below ground level of the said Building comprising the said Parcel including foundation of the said Building</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * All foundation works below the lowest floor level <ul style="list-style-type: none"> - Piling and pilecaps (if any) - Raft slabs (if any) - Footings (if any) - stumps (if any) <p>where applicable of the said building comprising the said Parcel.</p>	<ul style="list-style-type: none"> * Retaining walls if it is not part of the foundation * Backfilling * Lowest floor slab if it is not part of the foundation * Ground beams * Services
<p>2(b) The structural framework of the said Parcel</p> <p style="text-align: center;">(15%)</p>	<ul style="list-style-type: none"> * All primary structural elements above lowest floor level including: <ul style="list-style-type: none"> - Beams - Columns - Suspended Slabs - Structural walls (if any) <p>where applicable of the said Parcel.</p> <ul style="list-style-type: none"> * Retaining walls forming part of the structural element to the Parcel (if any) 	<ul style="list-style-type: none"> * Non-structural ground floor slabs with or without BRC * Wall stiffeners and lintols * Non-structural or supporting R.C. works e.g. hoods, aprons, gutters, parapet * Staircases including that in the common area * R.C. walls (that do not form part of the structural framework)

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

[SCHEDULE H OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>2(c) The walls of the said Parcel with door and window frames placed in position</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * All non-structural walls within the said Parcel * All party walls inclusive of wall stiffeners * Timber door and window frames where there are no subframes * All frameworks for dry partitioning excluding lining of partition 	<ul style="list-style-type: none"> * Metal frames * Installation of door leaves, windows (fixed or openable) or louvres * Parapet walls, boundary walls and fence walls * Closing up of temporary openings left in walls for constructional purposes * Timber door and window frames where sub-frames are provided
<p>2(d) The roofing/ceiling, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telecommunication trunking and cabling to the said Parcel</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * Roof framings, roof coverings and flashings to the said Parcel (if any) * Bare ceiling soffits of the floor slab to the Parcel above * All electrical wirings within the said Parcel * All water piping including bends and joints within the said Parcel * All sanitary piping including bends, joint and traps within the said Parcel * Gas piping (if any) including joints and valves within the said Parcel * Telephone trunking (if any) and cabling (if any) within the said Parcel 	<ul style="list-style-type: none"> * Ceiling boards or panels * Switch boxes, socket outlets, switches and electrical fixtures and fittings (if any) * Sanitary fittings including sinks, taps, basins, bath tubs and shower heads * Hot water heaters * Water tanks * Rain water downpipes and gutters * Window hoods

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

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<p>2(e) The internal and external finishes of the said Parcel including the wall finishes</p> <p style="text-align: center;">(10%)</p>	<ul style="list-style-type: none"> * All plastering or skim coating where specified to all walls soffits of suspended slabs (if any), beams and columns * Wall tiles and other wall finishes (if any) * All linings/boards/panels to framed partitions and/or ceiling (if any) * All floor finishes. * Painting to internal and external walls, floors and ceiling (if any) 	<ul style="list-style-type: none"> * Closing up of temporary openings for construction purposes * Door and window panels
<p>2(f) The sewerage works serving the said Building</p> <p style="text-align: center;">(5%)</p>	<ul style="list-style-type: none"> * Sewerage works including manholes from the Building containing the said Parcel connected to a completed sewerage treatment system (The treatment system may be permanent or temporary as approved by the relevant authority) 	<ul style="list-style-type: none"> * Testing and commissioning * Water and electricity connection <p><i>Note :</i> <i>Please refer to the diagrams on Pages 16/16 for illustration.</i></p>
<p>2(g) The drains serving the said Building</p> <p style="text-align: center;">(2.5%)</p>	<ul style="list-style-type: none"> * Drains and main drains connected to the outfall (The alignment of the drains and the outfall may be permanent or temporary as approved by the local authority) 	<ul style="list-style-type: none"> * Metal gratings and covers over drains

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<p>2(h) The roads serving the said Building</p> <p>(2.5%)</p>	<ul style="list-style-type: none"> * Paved road (i.e. Premix and/ or Concrete imprint and/or pavers and/or any road with any other finishes as specified in the approved plans) leading to the Building containing the said Parcel from an existing road. The alignment of the road may be a permanent or temporary access approved by the local authority. * Permanent roads (i.e. Premix and/ or Concrete imprint and/or pavers and/or any road with any other finishes as specified in the approved plans) around the Building containing the said Parcel * Entrance culverts serving the Building * Kerbs (if any) 	<ul style="list-style-type: none"> * Footpaths and roadside tables * Final wearing course to pre-mixed roads or final varnishing for the finishes to any other type of paved roads where applicable * Road markings and signage

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

[SCHEDULE H OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>(3) On the date the Purchaser takes vacant possession of the said Parcel with water and electricity supply ready for connection</p> <p style="text-align: center;">(17.5%)</p> <p><i>Architect does not need to issue any certificate for this Stage but before the Developer can effect vacant possession, the Certificate of Completion and Compliance shall have been issued by the Architect as the Principal Submitting Person.</i></p> <p><i>The Developer is also required to comply with Clause 27 'Manner of delivery of Vacant Possession' of Schedule H</i></p>	<ul style="list-style-type: none"> * All other works inclusive but not limited to all items not completed in Stage 2(a) to 2(h). * External works including perimeter fencings, gates and turfing (if any) * Electrical wirings, water and sanitary piping services completed and ready to receive supply * Water and electricity supply available and ready for connection for tapping into the said Parcel * The TNB sub-station should be energised or alternative electricity supply by TNB is provided. * All external electrical cabling from sub-station to the unit must be completed with supply * Sewerage treatment plant shall be serviceable * Water reservoir (if applicable) is operational * Closing up of temporary openings for construction purposes. 	<ul style="list-style-type: none"> * Electrical, water, sanitary and other loose fittings and fixtures <p style="text-align: center;"><i>(Refer to Para 8 of Supplementary Notes)</i></p> <ul style="list-style-type: none"> * Minor defects * Electrical and water meters

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

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Schedule of Payment of Purchase Price under the Third Schedule of the S & P Agreement	Description of Construction Work That <u>Must Be Completed</u> For Certification	Description of Construction Work That <u>Need Not be Completed</u> For Certification
<p>(4) On the date the Purchaser takes Vacant Possession of the said Parcel as in item 3 where the Developer has executed and delivered to the Purchaser or the Purchaser's Solicitors the instrument of transfer in favour of the Purchaser together with the original issue document of strata title to the said Parcel.</p> <p style="text-align: center;">(2.5%)</p> <p>Architect does not need to issue any certificate for this stage.</p>	<p>* The separate strata title relating to the said Parcel has been issued by the Appropriate Authority</p>	

SCHEDULE H

GUIDELINES ON THE THIRD SCHEDULE (CLAUSE 4 (1)) OF THE STANDARD SALE AND PURCHASE AGREEMENT FOR SUB-DIVIDED BUILDING

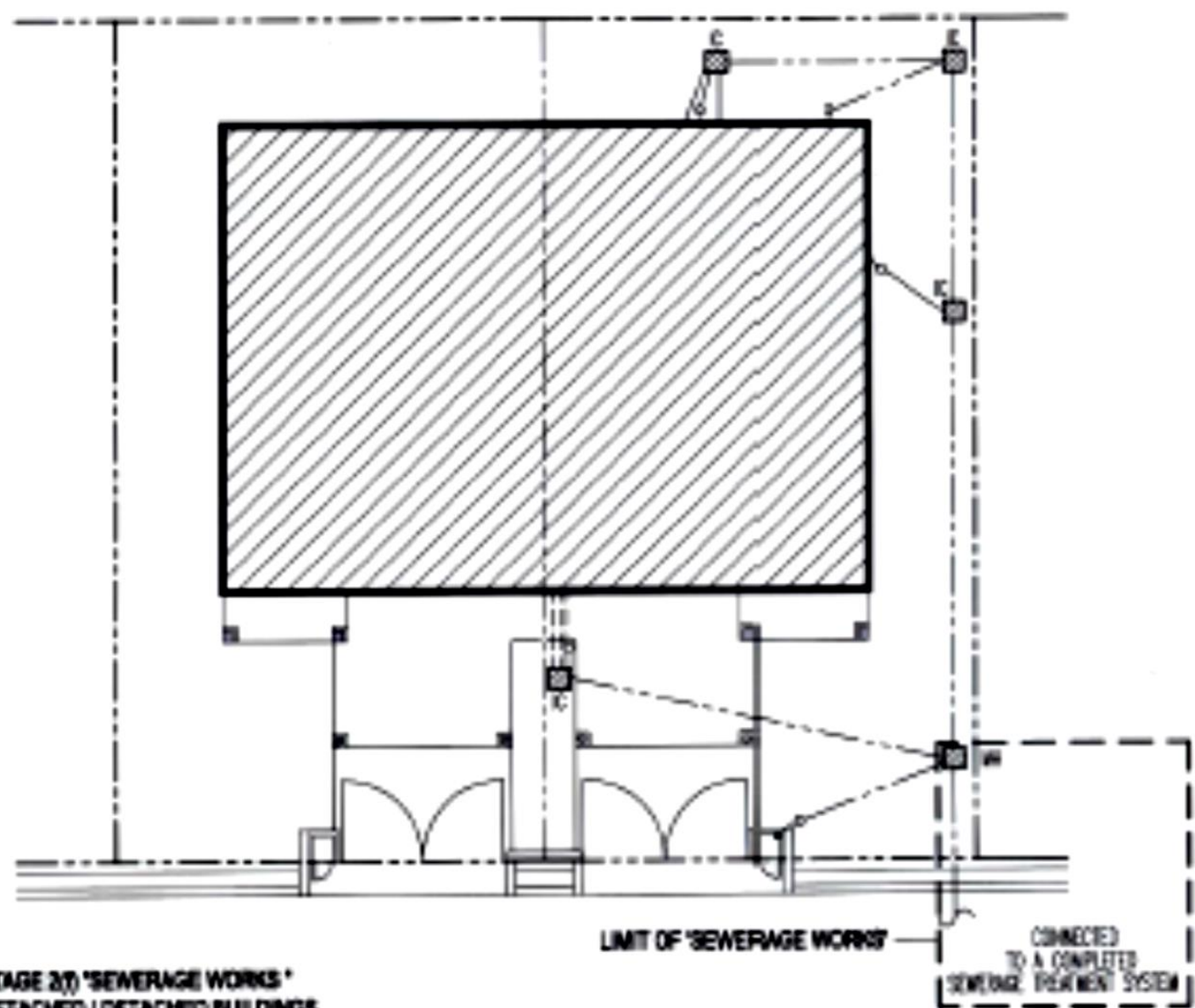
[SCHEDULE H OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) (AMENDMENT) REGULATIONS 2015]

SUPPLEMENTARY NOTES

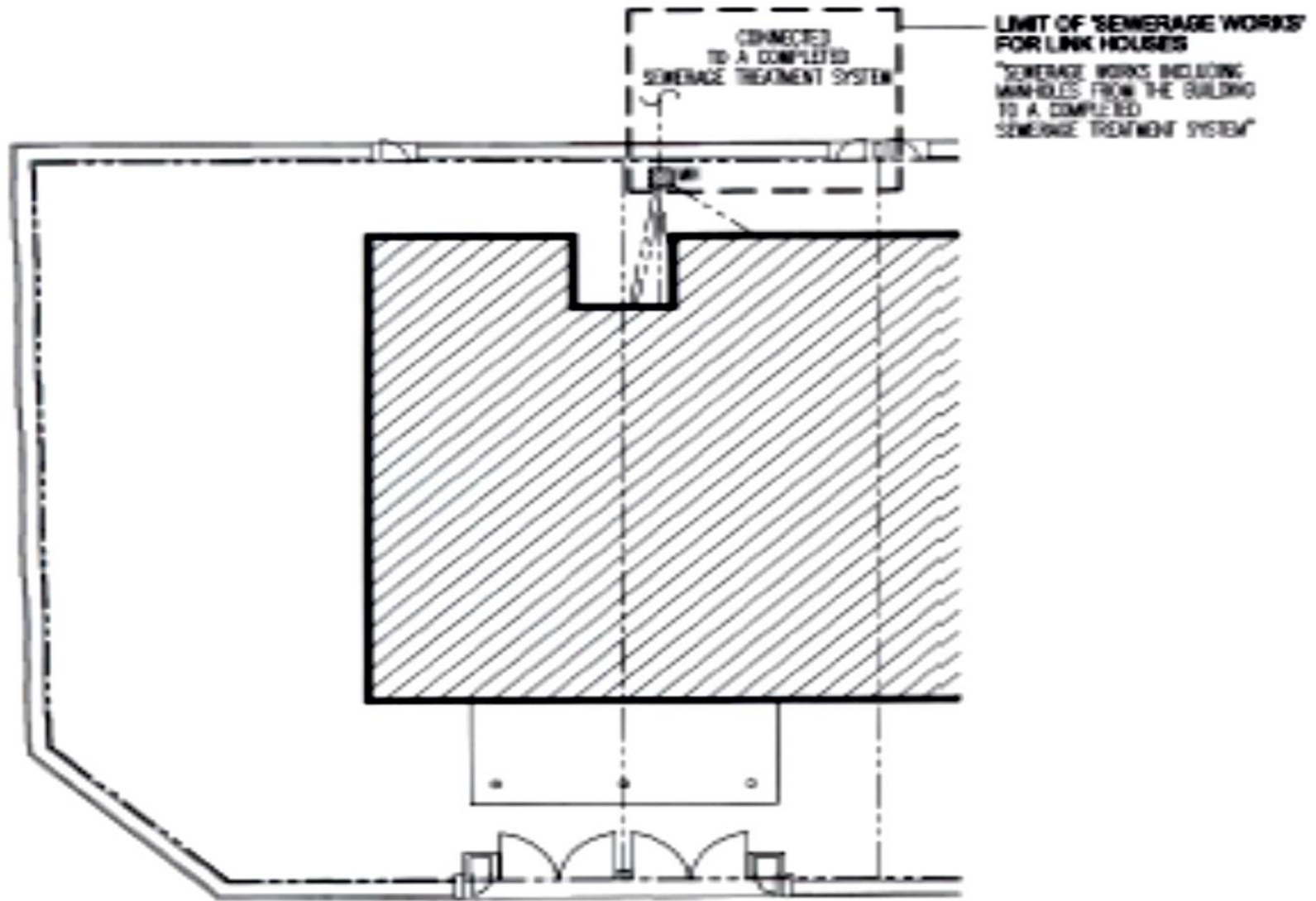
- 1.0 Certification of stage completion by the Architect is required in the Standard Sale & Purchase Agreement (SPA) specified under the Housing Development (Control & Licensing) (Amendment) Regulations 2015 to enable the Developer to request payment from the Purchaser. The stages of completion are set out in the Third Schedule of the SPA.
- 2.0 These guidelines set to define as comprehensively as possible the work that must be completed at each stage before certification. They also clarify the work items that need not be completed for reasons of construction sequence, practicality etc. However, the work items deferred would need to be completed at a later stage, depending on the logic of construction. For example, in Stage 3 all temporary openings for construction purposes must now be completed.
- 3.0 For all constructional systems other than the conventional framework, the developer should refer to the Controller of the Ministry of Housing and Local Government for modification [Refer to Clause 11(3) of the Housing Development (Control and Licensing) Regulations 1989].
- 4.0 "Building" refers to the structure (containing the said Parcel) which has been approved by the local authority referred to in the preamble of the S & P Agreement and is capable of obtaining a certificate of occupation (Final or Temporary) from the approving authority upon its completion.
- 5.0 Architects are recommended to observe the following before commencement of construction work :
 - 5.1 Request for a copy of the Sale & Purchase Agreement including all schedules as specified in the S & P Agreement of each housing type to be sold in the development for which certification is required.
 - 5.2 Check the details specified in the Sales Brochure approved by the Ministry of Housing & Local Government to ensure they correspond to the specifications in the building contract. The check list shall include the approved layout plans, the building plans and the specifications of the houses. These details must also conform to those specified in the Fourth Schedule.
 - 5.3 Check that the above corresponds to the approved Building Plan which is cited in the preamble of the S & P Agreement.
 - 5.4 Request the Developer to advise on any deviations in the Sale & Purchase Agreement from the Standard Sale & Purchase Agreement and also of any special conditions imposed by the Ministry of Housing on the development.

SCHEDULE H

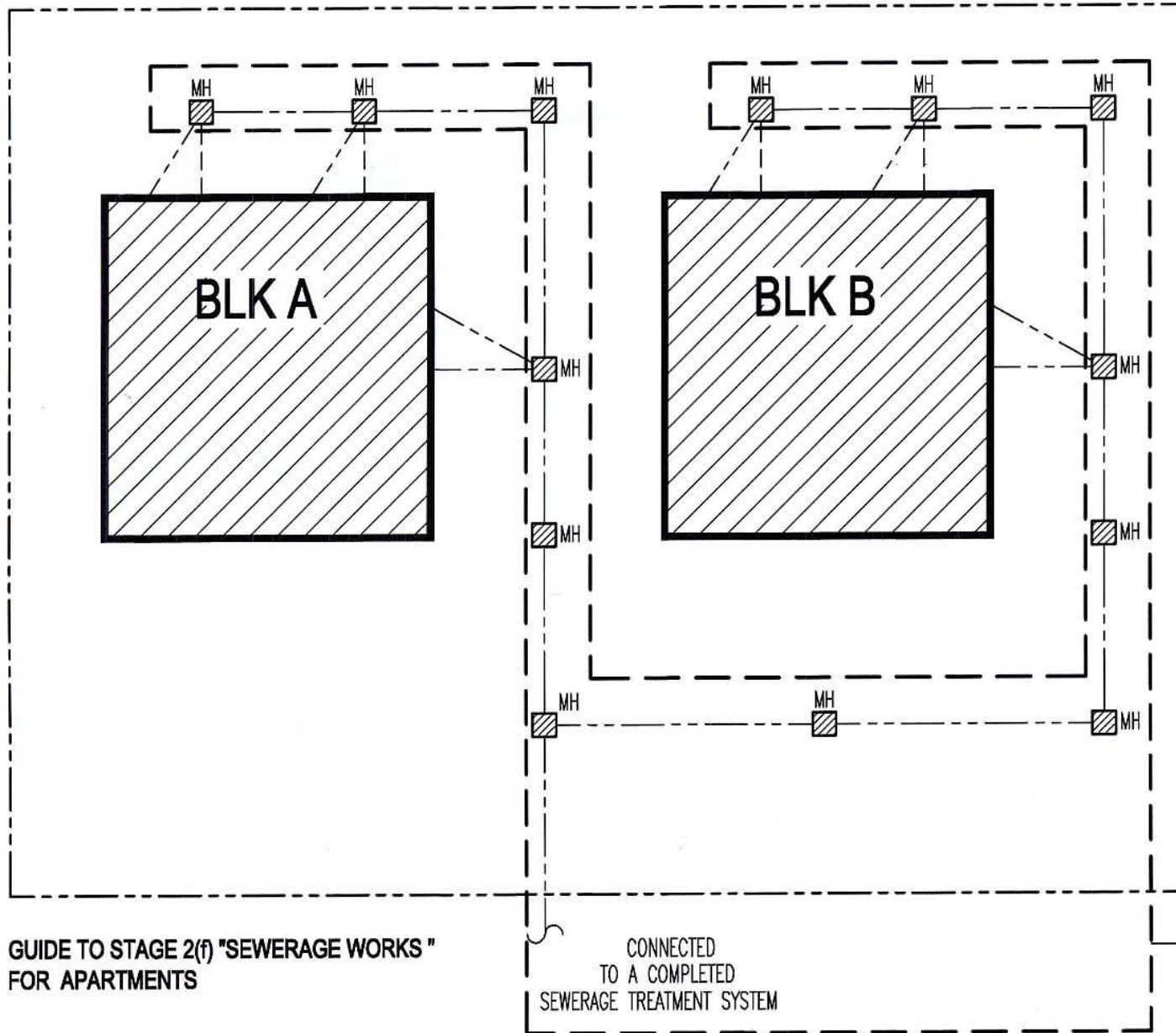
- 5.5 Establish with the Developer the time frame for certification, to be on a monthly basis or fortnightly basis or when requested by the Developer.
- 5.6 Establish the quantum of units to be certified, to be block by block, floor by floor or parcel by parcel. It will be very time consuming for the Architect to be certifying on a parcel by parcel basis and it is recommended that there be a set minimum number of parcels for each certification.
- 6.0 Inspections must be carried out before certification.
- 7.0 The Architect shall request the Engineer for the project to confirm in writing his concurrence with the satisfactory completion of Stages 2(a), 2(b), 2(d) where applicable, 2(f), 2(g) and 2(h) before he certifies.
- For stage 2(b), it is prudent for the Architect to wait until the side formworks are removed to visually ensure that there are no major honeycomb/defects on the structure before certification.
- For stage 2(c), the Architect shall ensure that the openings are properly formed to receive the metal frames and completed with lintols (where applicable) before this is certified.
- For stage 2(f), there may be instances where there is no sewerage treatment plant and the sewerage works from the scheme is connected to an existing public main as approved by the relevant authority.
- 8.0 In view of the rampant vandalism and theft of loose fittings experienced in most of the sites, at Stage 3, should the developer desire for the electrical, water, sanitary fittings and fixtures to be deferred until the purchaser moves in to minimise theft and vandalism, these items need not be fitted subject to the following :-
- (a) Prior consent from the purchasers to be secured by the developer. However, in the event prior consent from the purchasers are not secured, an undertaking letter from the developer to hand over these loose fittings/fixtures to the purchasers and to install them as per purchasers' request shall be secured prior to certification.
 - (b) The list of deferred items shall be stipulated clearly in the vendor's notice requesting the purchaser to take possession of the said property.
 - (c) The deferred items shall only include loose fittings/fixtures such as w.c. seat cover, tap fittings, shower rose, manhole cover, m.s. gratings, ELCB fuse switches, which can be easily removed. Items such as w.c, basins, sink, switch and power sockets are not considered as loose fittings/fixtures.
 - (d) All these loose fittings/fixtures are already available at the site before certification.



GUIDE TO STAGE 2(i) "SEWERAGE WORKS"
FOR SEMI-DETACHED / DETACHED BUILDINGS
APPLICABLE TO BOTH "LAND AND BUILDING" AND "SUB-DIVIDED BUILDING" (LANDED STRATA PROPERTY)



GUIDE TO STAGE 2(f) •SEWERAGE WORKS •
 FOR LINK HOUSES
 APPLICABLE TO BOTH • LAND AND BUILDING • AND • SUB-DIVIDED BUILDING • (LANDED STRATA PROPERTY)



GUIDE TO STAGE 2(f) "SEWERAGE WORKS" FOR APARTMENTS

CONNECTED TO A COMPLETED SEWERAGE TREATMENT SYSTEM

LIMIT OF 'SEWERAGE WORKS' FOR APARTMENTS

"SEWERAGE WORKS INCLUDING MANHOLES FROM THE BUILDING TO A COMPLETED SEWERAGE TREATMENT SYSTEM"