



# PRACTICE AREA Step-by-step CHECKLIST

## Sub-sale of Property WITHOUT TITLE – Purchaser

### File reference:

**DISCLAIMER** This Checklist is only intended to provide a general overview of the matters that should be considered in managing your case/transaction. The information provided in this Checklist is not intended to be legal advice. Many factors may affect the applicability of any steps or procedures set out here to your case and consequently you should apply your own discretion or seek appropriate advice (where applicable) before relying on these procedures.

		Date DUE	Date DONE	Remarks
<b>1. INITIAL CONTACT AND PRELIMINARIES</b>				
1.1	Ensure there is no conflict of interest or potential conflict of interest.  <b>Note: The firm must not act or purport to act for both the Vendor and the Purchaser in the same transaction.</b>			
1.2	Initial instructions:			
1.2.1	To ascertain if a letter of offer has been executed by the parties.  If yes, to obtain a copy and to ascertain deadline for execution of the Sale and Purchase Agreement, if any.  <b>Note: Deadline for execution of Sale and Purchase Agreement.</b>			
1.2.2	To obtain instructions as regards the transaction including names of parties, property details, payment terms, particulars of any tenancies in respect of the property and if so, whether property sold with vacant possession or subject to existing tenancy, name and contact particulars of Vendor’s solicitors, if any and any other salient/principle terms.			
1.2.3	To obtain, if available, a copy of the following documents:			
a.	For individuals: National Registration Identity Card (“NRIC”) (or passport, if foreigner) of Vendor and Purchaser.			

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	Date DUE	Date DONE	Remarks
b. For companies: certified true copy of the Memorandum and Articles of Association, latest Forms 49, 44 and all Forms 24, and the Board of Directors’ and members’ (if applicable) resolutions authorising the entry into the sale and purchase and execution of the Sale and Purchase Agreement and associated documents.			
c. All preceding sale and purchase agreements, deeds of assignment and deed of mutual covenants.			
d. Copy of current quit rent receipt, assessment receipt and current statement in respect of service/ maintenance and other charges for the property.			
<b>Note: If not available immediately, to ensure that these are all obtained upon signing of the Sale and Purchase Agreement (See Section 3 below).</b>			
1.2.4 If the property is assigned to a financial institution, to ascertain from the Vendor that the redemption sum does not exceed purchase price. Request and obtain, if possible, from the Vendor a copy of the latest loan statement.			
1.3 Advise Purchaser of your charges. <b>Note: The provisions of the Solicitors’ Remuneration Order 2005 in respect of the mandatory scale of rates for the conduct of sale and purchase transactions and related matters thereto.</b>			
1.4 Conduct search on the master title on which the property is situated or contact developer on details of master/ strata title. Confirmation on section 22D of the Housing Development (Control and Licensing) Act 1966 (“HDA”).			
a. Date search requested:			
b. Date search results received:			
1.5 Review results of land search:			
a. Take note of any encumbrances on the property including charges or caveats, restrictions in interest and express conditions.			



	Date DUE	Date DONE	Remarks
b. Highlight results to Purchaser if the search discloses anything different or more than what the Purchaser may have been informed by the Vendor or believes to be the case.			

**2. PREPARATION OF THE SALE AND PURCHASE AGREEMENT**

2.1 Where the Vendor has appointed a solicitor, contact the Vendor’s solicitor to agree as to who will prepare the Sale and Purchase Agreement. In the absence of any agreement to the contrary, it is the Vendor’s solicitors who should prepare the draft Sale and Purchase Agreement.			
2.2 Conduct bankruptcy/winding up/NRIC/company searches on Vendor and Purchaser: <b>You may list the names and NRIC/company no of the Vendors and Purchasers here:</b>			

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**A. Vendor(s):**

Name:	NRIC No/Company No:
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i.

Type of search and date requested:

Search result obtained:



		Date DUE	Date DONE	Remarks
<p><i>Continue...</i> <b>A. Vendor(s):</b></p> <p>Name: _____ NRIC No/Company No: _____</p> <p>ii. _____</p> <p>_____</p> <p>Type of search and date requested:</p> <p>Search result obtained:</p>				
<p><b>B. Purchaser(s):</b></p> <p>Name: _____ NRIC No/Company No: _____</p> <p>i. _____</p> <p>_____</p> <p>Type of search and date requested:</p> <p>Search result obtained:</p> <p>_____</p> <p>ii. _____</p> <p>_____</p> <p>Type of search and date requested:</p> <p>Search result obtained:</p>				
2.3	Draft Sale and Purchase Agreement/review draft Sale and Purchase Agreement prepared by the Vendor’s solicitors and forward to Purchaser for comments/ instructions.			



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	Date DUE	Date DONE	Remarks
2.4			
<p>Finalise draft Sale and Purchase Agreement with Purchaser and the Vendor/Vendor’s solicitors. This may comprise several rounds of negotiations and/or several exchanges of the draft Sale and Purchase Agreement between the parties. <b>At all times, be mindful of the deadline to execute the Sale and Purchase Agreement (See Section 1.2.1 above).</b> It may be necessary to seek an extension of the deadline for executing the Sale and Purchase Agreement if it is apparent that the deadline may not be achievable.</p>			
<b>3. EXECUTION OF THE SALE AND PURCHASE AGREEMENT</b>			
3.1			
<p>Assignment by the Purchaser and issuance to the Vendor/Vendor’s solicitors, as the case may be, of the payment of the deposit, if any, towards the purchase price by the Purchaser.</p> <p>Retention sum for Real Property Gains Tax (“RPGT”).</p>			
3.2			
<p>Raise bill for provisional disbursements for the transaction for Purchaser’s immediate settlement. This should include estimated stamp duty payable on the Deed of Assignment.</p>			
3.3			
<p>Execution of Sale and Purchase Agreement and Deed of Assignment by the Vendor and receipt of the deposit, if any, towards the purchase price by the Vendor/Vendor’s solicitors, as the case may be.</p>			
3.4			
<p>Receive duly executed Sale and Purchase Agreement and Deed of Assignment from the Vendor/Vendor’s solicitors.</p>			
3.5			
<p>Stamp the Sale and Purchase Agreement.</p>			
3.6			
<p>Forward stamped original Sale and Purchase Agreement and a stamped copy of the Sale and Purchase Agreement to Purchaser.</p>			
3.7			
<p>Forward stamped copy(ies) of the Sale and Purchase Agreement to the Vendor’s solicitors.</p>			
3.8			
<p>Where Sale and Purchase Agreement provides for the deposit of the original preceding sale and purchase agreements, deeds of assignment or any other documents with Vendor’s solicitors as stakeholders pending completion, seek written confirmation from Vendor’s solicitors that the relevant documents have been duly deposited with them. <i>Continue...</i></p>			





	Date DUE	Date DONE	Remarks
<p><i>...Continue</i> If the Vendor is not represented and the Sale and Purchase Agreement provides for the Vendor to deposit the original preceding sale and purchase agreements, deeds of assignment or any other documents with the Purchaser’s solicitors as stakeholder, obtain such documents from the Vendor and retain accordingly.</p>			
<p>3.9 To ensure that the documents listed in <b>Section 1.2.3</b> have been obtained.</p>			
<p><b>4. DEED OF ASSIGNMENT</b></p>			
<p>4.1 Submit the Deed of Assignment for adjudication of stamp duty payable in accordance with the timing prescribed for the same under the Sale and Purchase Agreement.</p> <p><b>Note: Where the property is subject to an assignment in favour of a financial institution, the Deed of Assignment cannot be dated and submitted for adjudication until the Deed of Receipt and Reassignment as between the Vendor and the said assignee has been perfected.</b></p>			
<p>4.2 KIV for the issuance of the Notice of Assessment of stamp duty payable.</p>			
<p>4.3 Once the Notice of Assessment is received, note deadline for payment of the stamp duty assessed as payable (<b>30 days from the date of the Notice of Assessment</b>). Ensure payment of the stamp duty assessed as payable within the deadline so as to avoid penalties for late payment.</p>			
<p>4.4 Extract the adjudicated and stamped Deed of Assignment.</p>			
<p><b>5. CONDITIONS PRECEDENT, IF ANY</b></p>			
<p>5.1 Where the sale and purchase is subject to the fulfilment of any conditions precedent (<i>eg the Purchaser obtaining the Developer’s confirmation pursuant to section 22A of the Housing Development (Control and Licensing) Act 1966 (“HDA”) (in respect of housing accommodation within the meaning of HDA), the approval of the State Authority, Economic Planning Unit (“EPU”)</i>), note the deadline for the fulfilment of conditions precedent.</p>			
<p>a. Date by which Condition(s) Precedent to be fulfilled:</p>			
<p>b. If applicable, Extended Date by which Condition(s) Precedent to be fulfilled:</p>			



		Date DUE	Date DONE	Remarks																				
5.2	<p>Note also the conditions precedent to be fulfilled, the party responsible for the attendance to each of the conditions precedent and any individual deadlines to be observed in respect of the fulfilment of the individual conditions precedent and/or the submission of any relevant application thereto.</p> <p><b>You may list the conditions precedent (“CP”) here and mark the deadlines if any (* strike out as appropriate).</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Condition Precedent:</td> <td style="padding: 5px;">Party responsible for attendance to CP:</td> </tr> <tr> <td style="padding: 5px;">a.</td> <td style="padding: 5px;">Vendor/Purchaser *</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date submitted:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date approval obtained/CP fulfilled:</td> </tr> <tr> <td style="padding: 5px;">b.</td> <td style="padding: 5px;">Vendor/Purchaser *</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date submitted:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date approval obtained/CP fulfilled:</td> </tr> <tr> <td style="padding: 5px;">c.</td> <td style="padding: 5px;">Vendor/Purchaser *</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date submitted:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Date approval obtained/CP fulfilled:</td> </tr> </table>	Condition Precedent:	Party responsible for attendance to CP:	a.	Vendor/Purchaser *		Date submitted:		Date approval obtained/CP fulfilled:	b.	Vendor/Purchaser *		Date submitted:		Date approval obtained/CP fulfilled:	c.	Vendor/Purchaser *		Date submitted:		Date approval obtained/CP fulfilled:			
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	Date DUE	Date DONE	Remarks
<b>6. REQUEST FOR CONFIRMATION FROM DEVELOPER UNDER SECTION 22D(4) OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966</b> <i>(Applicable only to housing accommodation under the Housing Development (Control and Licensing) Act 1966)</i>			
6.1	Where the property transacted is “housing accommodation” within the meaning of the Housing Development (Control and Licensing) Act 1966, if not a condition precedent to the Sale And Purchase Agreement and not attended to pursuant thereto, issue written request to the Developer for confirmation of information pursuant to section 22D(4) of the HDA.		
a.	Date of written request:		
b.	Date of receipt of the Developer’s confirmation:		
<b>7. PURCHASE PRICE</b>			
7.1	Relevant details pertaining to purchase price:		
a.	Total purchase price: RM		
b.	Deposit: RM		
c.	Balance purchase price: RM		
d.	Rate of late payment interest: % pa		
e.	If the Purchaser is completing the purchase with the assistance of a loan, the Loan Sum: RM		
f.	If Purchaser has obtained loan, difference between balance purchase price and the Loan Sum: RM		
7.2	Deadlines for payment of the balance purchase price The Sale and Purchase Agreement should stipulate the Completion Date/Completion Period and Extended Completion Date/Extended Completion Period or the manner of determining the same. <i>Continue...</i>		







	Date DUE	Date DONE	Remarks
<p><i>...Continue</i> The terms of the Sale and Purchase Agreement may also provide that any delay on the part of the Vendor in providing any documents (<i>eg the assignee’s redemption statement and letter of undertaking</i>) or on the part of the assignee in providing any documents (<i>eg the undertaking to refund or the Discharge Documents</i>) is to be taken into account in extending the Completion Date/Completion Period.</p> <p>If this is the case, the Completion Date/Completion Period or the Extended Completion Date/Extended Completion Period may have to be accordingly revised from time to time based on the extra number of days taken by the relevant party in respect of any applicable event/action.</p>			
<p>a. Completion Date/Expiry of Completion Period:</p> <p>If applicable, Completion Date/Expiry of Completion Period (1<sup>st</sup> Revision):</p> <p>If applicable, Completion Date/Expiry of Completion Period (2<sup>nd</sup> Revision):</p> <p>Further revisions, if any:</p>			
<p>b. Extended Completion Date/Expiry of Extended Completion Period:</p> <p>If applicable, Extended Completion Date/Expiry of Extended Completion Period (1<sup>st</sup> Revision):</p> <p>If applicable, Extended Completion Date/Expiry of Extended Completion Period (2<sup>nd</sup> Revision):</p> <p>Further revisions, if any:</p>			



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	Date DUE	Date DONE	Remarks								
<p>c. In the course of the transaction, you may wish to keep track of the actual events/actions which have resulted in an extension or extensions of Completion Date/Completion Period or Extended Completion Date/ Extended Completion Period:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Event:</th> <th style="width: 50%;">Number of extra days:</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td></td> </tr> <tr> <td>ii.</td> <td></td> </tr> <tr> <td>iii.</td> <td></td> </tr> </tbody> </table>	Event:	Number of extra days:	i.		ii.		iii.				
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i.											
ii.											
iii.											
<p>7.3 Check the Sale and Purchase Agreement to ascertain whether the extension of time to pay the balance of the purchase price (<i>ie Extended Completion Date/Period</i>) is automatic or a written request is required for the same. If a written request is required, <b>note the time frame to make such written request.</b></p>											
<p>7.4 To note the party to whom the purchase price/balance purchase price should be made payable - Vendor or Vendor’s solicitors as stakeholder or Purchaser’s solicitors as stakeholder. * (<i>strike out as appropriate</i>)</p>											
<b>8. SETTLEMENT OF PURCHASE PRICE</b>											
<p>8.1 Preliminaries – Note the following:</p>											
<p>a. If the property is assigned to a financial institution, identify assignee. Name of assignee:</p>											
<p>b. Ascertain if the Purchaser is obtaining a loan to finance the purchase of the property.  If property is not charged and Purchaser is not obtaining a loan to complete purchase, proceed to <b>Section 8.2 below.</b></p>											



		Date DUE	Date DONE	Remarks
	<p>If property is charged and Purchaser not obtaining a loan to complete the purchase, proceed to <b>Section 8.3 below</b>.</p> <p>If property is charged and Purchaser is obtaining a loan to complete the purchase, proceed to <b>Section 8.4 below</b>.</p> <p>If property is not charged and Purchaser is obtaining a loan to complete the purchase, proceed to <b>Section 8.4 below</b>.</p>			
8.2	<p><i>Property is not assigned and Purchaser is not obtaining a loan</i></p> <p>Where the property is not assigned and the Purchaser is not obtaining a loan to complete purchase:</p>			
8.2.1	<p>KIV for no less than three weeks from the due date for the payment of the balance of the purchase price to remind Purchaser of the deadline for payment of the balance of the purchase price.</p>			
8.2.2	<p>Once the balance of the purchase price is received from Purchaser, to forward payment to the Vendor/Vendor’s solicitors in exchange for the original preceding sale and purchase agreement(s), deeds of assignment and any other documents (including those held in stake as noted in <b>Section 3.7 above</b>) as provided under the terms of the Sale and Purchase Agreement.</p>			
8.2.3	<p>Where the master title upon which the property is situated is subject to a charge or charges, obtain the chargee’s letter of disclaimer in respect of the property purchased.</p>			
8.3	<p><i>Property is assigned and Purchaser is not obtaining a loan</i></p> <p>Where the property is assigned to a financial institution and the Purchaser is not obtaining a loan to complete the purchase:</p>			
8.3.1	<p>Request from the Vendor the assignee’s redemption statement cum letter of undertaking pursuant to which the assignee undertakes to:</p>			



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		Date DUE	Date DONE	Remarks
a.	Deliver the original preceding sale and purchase agreement(s), deed(s) of assignment, deed of assignment as between the Vendor and the assignee and the power of attorney in respect thereof, the duly executed deed of receipt and reassignment and any other documents in connection with or required to effect a release of the assignment in favour of the assignee (“ <b>the Discharge Documents</b> ”); and			
b.	Refund the redemption sum if the deed of receipt and reassignment cannot be perfected for any reason.  <b>Note: The redemption statement cum letter of undertaking is to be issued in favour of the Purchaser.</b>			
8.3.2	If the Sale and Purchase Agreement prescribes a time frame for the Vendor to provide the assignee’s redemption statement, <b>note the deadline</b> for the same and KIV accordingly.			
8.3.3	Redemption Statement received. If, by the terms and conditions of the Sale and Purchase Agreement, any delay from the Vendor in this regard is to be taken into account in extending the Completion Date/Completion Period, please note below the extra number of days taken by the Vendor to deliver the redemption statement cum letter of undertaking. Revise the Completion Date and Extended Completion Date in <b>Section 7.2</b> accordingly.  Number of extra days:  Also note whether the redemption statement has a validity period and KIV accordingly to ensure so far as is possible that the payment of the redemption sum from the balance of the purchase price is made within the validity period so as to avoid any delays arising from having to request the Vendor to obtain a fresh redemption statement.			



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		Date DUE	Date DONE	Remarks
8.3.4	KIV for no less than three weeks (and bearing in mind any deadline identified for payment of the redemption sum as per the assignee’s redemption statement as noted in <b>Section 8.3.3 above</b> ) from the due date for the payment of the balance of the purchase price to remind Purchaser of the deadline for payment of the balance of the purchase price.			
8.3.5	Once the balance of the purchase price is received from the Purchaser, deal with the same as prescribed in the Sale and Purchase Agreement and obtain the Discharge Documents and all other documents to be provided by the Vendor including those held in stake as noted in <b>Section 3.7 above</b> .			
8.3.6	Where the master title upon which the property is situated is subject to a charge or charges, obtain the chargee’s letter of disclaimer in respect of the property purchased.			
8.4	<i>Property is assigned/not assigned and Purchaser is obtaining a loan</i>  Where property is not assigned to a financial institution and the Purchaser is obtaining loan to complete the purchase, <b>OR</b>  Where the property is assigned and the Purchaser is obtaining a loan to complete the purchase:			
8.4.1	Ascertain from the Purchaser whether loan has been applied for and approved and from whom, ie Purchaser’s Financier (“PF”).			
8.4.2	Upon receipt of the PF’s solicitor’s letter advising as to the requirements of the PF in respect of the release of the loan, peruse the same to ascertain whether clarification and/or variations/ amendments are required in respect of any of the terms. Communicate with PF’s solicitors in respect of such clarification and/or variations/ amendments therein and attend to the requirements of the PF accordingly.			



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		Date DUE	Date DONE	Remarks
8.4.3	If the loan sum is insufficient to settle the balance of the purchase price in full, request from Purchaser the difference between the balance of the purchase price and the loan sum (“ <b>the Differential Sum</b> ”) and KIV for payment thereof.  <b>Note: The Differential Sum will have to be deposited with the Vendor in sufficient time before the Completion Date/expiry of the Completion Period to enable the PF to disburse the loan by the Completion Date/within the Completion Period.</b>			
8.4.4	Upon receipt of the Differential Sum, forward the same to the Vendor’s solicitors and provide written confirmation to the PF’s solicitors that this has been done.			
8.4.5	Follow up with the PF’s solicitors as to the progress of the disbursement of the loan sum bearing in mind the Completion Date/expiry of the Completion Period and Extended Completion Date/expiry of the Extended Completion Period.			
8.4.6	Ensure that by the Completion Date/expiry of the Completion Period and Extended Completion Date/expiry of the Extended Completion Period, the loan sum has been disbursed to the relevant party identified in the Sale and Purchase Agreement to receive the balance of the purchase price such that Purchaser has fully discharged his obligations to settle the purchase price in accordance with the terms of the Sale and Purchase Agreement.			
8.4.7	If, by the terms of the Sale and Purchase Agreement, any delay from the Vendor in providing any documents ( <i>eg the delivery of redemption statement or undertaking to refund</i> ) or the chargee in providing any documents ( <i>eg the undertaking to refund or the Discharge of Charge Documents</i> ) is to be taken into account in extending the Completion Date, take note of the extra number of days taken by the relevant party and revise the Completion Date/Completion Period and Extended Completion Date/ Extended Completion Period in <b>Section 7.2</b> .			





	Date DUE	Date DONE	Remarks
<p>8.5 Late Payment Interest</p> <p>If settlement of the balance of the purchase price was on the Extended Completion Date/within the Extended Completion Period, calculate the late payment interest payable and inform Purchaser to pay the same accordingly. Once payment received, forward to Vendor/Vendor’s solicitors, as the case may be.</p>			
<p><b>9. TAKING POSSESSION</b></p>			
<p>9.1 Ascertain from the Sale and Purchase Agreement the time frame for the Vendor to deliver possession of the property to the Purchaser.</p> <p><b>Note the deadline.</b></p>			
<p>9.2 Ascertain from the Sale and Purchase Agreement whether the Vendor is to deliver vacant possession or possession of the property subject to an existing tenancy or “as is where is”.</p> <p><b><i>You may make notes on Vendor’s obligations in relation to the delivery of possession here:</i></b></p>			
<p>9.3 Ascertain any mechanics prescribed in the Sale and Purchase Agreement as regards the delivery of possession.</p>			
<p>9.4 Upon the balance of the purchase price being settled in full, attend to the delivery of possession in accordance with the relevant terms of the Sale and Purchase Agreement as ascertained above.</p> <p><b>Note: The Sale and Purchase Agreement may provide that the Purchaser has to settle outgoings apportioned to him prior to receiving possession of the Property. If that is the case, ensure the Purchaser settles the same accordingly prior to delivery of possession.</b></p>			
<p>9.5 If the Purchaser is to take the property subject to a tenancy, ensure that all deposits, which may have been paid by the tenant to the Vendor, are transferred to the Purchaser and the tenancy duly assigned and/or transferred to the Purchaser.</p>			



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		Date DUE	Date DONE	Remarks
<b>10. APPORTIONMENT OF OUTGOINGS</b>				
10.1	Once Vendor informs of the outgoing apportioned to the Purchaser, relay the amount payable to Purchaser and request settlement of the same by Purchaser.			
10.2	Obtain from the Vendor all current receipts relating to electricity, telephone, water, sewerage and any other outgoing for the property.			
<b>11. NOTICE OF ASSIGNMENT (SECTION 22D(2) OF THE HOUSING DEVELOPMENT (CONTROL AND LICENSING) ACT 1966</b> <i>(Applicable only to housing accommodation under the Housing Development (Control and Licensing) Act 1966)</i>				
11.1	Where the property transacted is “housing accommodation” within the meaning of the Housing Development (Control and Licensing) Act 1966, at or after completion of the sale and purchase, ascertain that the Vendor has duly issued the written notice of the Deed of Assignment as between the Vendor and the Purchaser to the Developer in accordance with section 22D(2) of the HDA. The notice of assignment is to be accompanied by:			
a.	A duly stamped copy of the Sale and Purchase Agreement between the Vendor and Purchaser;			
b.	A duly executed Deed of Assignment as between the Vendor and the Purchaser together with the Purchaser’s letter of undertaking to deliver the duly stamped Deed of Assignment to the Developer within 14 days after the same has been stamped; and			
c.	Full payment of all sums and outgoing due to the Developer under the Sale and Purchase Agreement.  This notice is important as pursuant to section 22D(1) of the HDA, the assignment of the Vendor’s proprietary rights and interests in the property shall be deemed effectual in law to pass and transfer the said rights and interests to the Purchaser from the date of receipt of such notice by the Developer.			







	Date DUE	Date DONE	Remarks
11.2			Ensure that the Purchaser has duly executed the requisite letter of undertaking to deliver the duly stamped Deed of Assignment to the Developer within 14 days after the same has been stamped and that the same has been duly delivered to the Vendor's solicitors to facilitate the Vendor's notification of the Deed of Assignment to the Developer in the manner required by the said section 22D(2) of the HDA.
<b>12. TERMINATION</b>			
12.1			The Sale and Purchase Agreement may in some instances not be completed but instead be terminated. Termination could be occasioned by non-fulfilment of conditions precedent, breach by one party for which the other party elects to terminate the Agreement, non-perfection of the deed of assignment or by mutual consent of the parties.
12.2			Where the Sale and Purchase Agreement terminates, ascertain the relevant provision under the Sale and Purchase Agreement pursuant to which termination has occurred and the procedures to be attended to as a consequence of such termination and the time frame for attendance to such procedures. The termination procedures will commonly involve any one or more of the following:
a.			Refund of monies.
b.			Forfeiture of the deposit (if termination on account of breach by the Purchaser) or payment of liquidated ascertained damages (if termination on account of breach by the Vendor).
c.			Return of documents.
d.			Removal of any private caveats.
e.			Re-delivery of possession, if already delivered.
<b>13. REAL PROPERTY GAINS TAX</b>			
13.1			To attend to the preparation and filing of the relevant returns for the Purchaser (Form CKHT 2A) in respect of the acquisition of the property to the Director General of Inland Revenue Board within 60 days of the date of the Sale and Purchase Agreement or as otherwise prescribed in the Sale and Purchase Agreement.





	Date DUE	Date DONE	Remarks
<p>13.2 If applicable, to retain from the Purchase Price a sum equivalent to 2% thereof and remit the same to the Director General of Inland Revenue Board in accordance with section 21B of the Real Property Gains Tax Act 1976 (“RPGT”).</p> <p>Obtain the Vendor’s and Purchaser’s respective income tax reference numbers and branch of the Inland Revenue Department at which the respective income tax files are maintained for the purposes of attending to the lodgement of the aforesaid returns and remittance.</p>			



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