

**PEKELILING PEJABAT TANAH DAN GALIAN SELANGOR
BILANGAN 4/1986**

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**LANGKAH-LANGKAH BAGI MEMPASTIKAN PERLAKSANAAN RANCANGAN-
RANCANGAN PERUMAHAN USAHAMA DI ANTARA KERAJAAN NEGERI
SELANGOR DENGAN SYARIKAT SWASTA**

Majlis Mesyuarat Kerajaan Negeri Selangor yang bersidang pada 24.09.1986 telah membuat keputusan bahawa langkah-langkah berikut hendaklah diambil supaya rancangan-rancangan perumahan usahasama di antara Kerajaan Negeri Selangor dengan syarikat-syarikat swasta berjalan sebagaimana yang sepatutnya.

(i) Surat Perjanjian Baru

Surat perjanjian yang perlu digunakan adalah seperti di lampiran A.

(ii) Kes-kes terdahulu yang Majlis Mesyuarat Kerajaan telah memberi kelulusan pada dasar dan pemaju dikehendaki menyediakan pelan pertapakan (tanpa melalui Jawatankuasa Tetap Pembangunan dan Perancangan Perumahan Bandar dan Luar Bandar) tetapi sehingga sekarang belum disediakan pelan pertapakan atau diambil tindakan selanjutnya.

(a) Kes-kes ini dirujuk kepada Jawatankuasa Tetap Pembangunan dan Perancangan Perumahan Bandar dan Luar Bandar untuk menentukan syarat-syarat kelulusan dan kemudiannya dikemukakan kepada Majlis Mesyuarat Kerajaan bagi membuat keputusan muktamad.

(b) Setelah diberi keputusan muktamad dan setelah dikeluarkan surat kelulusan untuk dibuat bayaran dan untuk menandatangani perjanjian usahasama dalam tempoh tertentu, pemohon gagal membuat bayaran dan menandatangani perjanjian dalam tempoh tersebut, kelulusan itu adalah dianggap terbatal.

(iii) Kes-kes yang telah ada keputusan muktamad serta telah didaftarkan hakmilik dan surat perjanjian telah ditandatangani tetapi tanah tidak dimajukan.

Dikeluarkan surat memperingatkan pemaju bahawa ia tidak mematuhi perjanjian yang telah ditandatangani dengan Kerajaan dan jika ia tidak mengambil tindakan dalam tempoh satu bulan untuk melaksanakan projek itu, tindakan di bawah Seksyen 128 hingga Seksyen 130 Kanun Tanah Negara di ambil terhadap pemaju untuk merampas tanah itu kerana telah melanggar syarat-syarat pemberimikannya (iaitu tidak membangunkan tanah itu untuk projek perumahan dalam tempoh 24 bulan daripada tarikh pendaftaran hakmilik blok).

- (iv) Kes-kes yang telah ada keputusan muktamad serta telah didaftarkan hakmilik tetapi surat perjanjian belum ditandatangani tetapi tanah tidak dimajukan.
- (a) Pentadbir Tanah Daerah menyediakan satu draf surat perjanjian dan diisikan sepenuhnya mengikut format di lampiran A dan kemudiannya menyampaikan kepada pemaju supaya diambil tindakan oleh pemaju bagi menyediakan bilangan surat perjanjian yang diperlukan dan menandatangani serta mengemukakan semula kepada Pentadbir Tanah Daerah untuk tindakan seterusnya.
 - (b) Jika dalam tempoh 3 bulan pemaju berkenaan tidak menandatangani perjanjian itu, tindakan merampas tanah di ambil di bawah Seksyen 128 hingga Seksyen 130 Kanun Tanah Negara.

2. Berhubung dengan rujukan kepada Jawatankuasa Tetap Pembangunan dan Perancangan Perumahan Bandar dan Luar Bandar yang disebut di ceraihan (ii) di atas, memandangkan bahawa perkara-perkara mengenai permohonan tanah dan juga tukar syarat dan pecah sempadan tanah tidak lagi dibawa ke Jawatankuasa Tetap tersebut tetapi sebaliknya dirujuk kepada Jawatankuasa Tetap Tanah dan Galian, maka sebutan kepada Jawatankuasa itu hendaklah digantikan dengan Jawatankuasa Tetap Tanah dan Galian.

3. Selaras dengan keputusan Majlis Mesyuarat Kerajaan di atas semua Pentadbir Tanah Daerah adalah dikehendaki mengambil langkah-langkah yang sewajarnya bagi melaksanakan keputusan tersebut.

T.T
(ABDUL HADI BIN HAJI SIDEK)
Pengarah Tanah dan Galian,
Selangor.

Bil.(23)dlm.PTG.Sel.(S) 0.205 Sj.6

Bertarikh : 16hb. Oktober 1986

AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 19 _____
BETWEEN the Government of the State of Selangor (hereinafter referred to as "The
Government" of the one part AND _____ a company incorporated
under the Laws of Malaysia and having its registered office at _____
(hereinafter referred to as "The Developer") of the other part.

WHEREAS the Government and the Developer are desirous of developing
State Land and erecting thereon houses, apartments, shophouses together with all
necessary infrastructure in accordance with the plan approved by Jabatan Perancang
Bandar dan Kampung Negeri Selangor (hereinafter referred to as "The
Development").

AND WHEREAS the Government and the Developer have agreed to carry out
jointly the Development.

AND WHEREAS the Developer has applied to the Government for the
alienation of the said land.

AND WHEREAS the Government has approved to the Developer the
alienation of that piece of State land delineated in red in the plan annexed hereto and
marked as Annexure A upon the terms and conditions set out in Annexure B hereto.

AND WHEREAS the Developer has agreed to abide by all the terms and
conditions set out in Annexure B.

NOW, THEREFORE, in consideration of the premises and the mutual
covenants and agreements herein contained the parties hereto HEREBY AGREE
with each other as follows:

1. The Developer hereby undertakes at this own, cost and expense to carry out
the planning and administration of the Development and for the control and technical
supervision of all construction and ancillary works connected therewith.

2. The Developer shall prepare the following namely:-

(a) a layout plan of the sale land for the Development;

(b) construction plans and working drawings for each type of building to be built;

(c) plans for roads, roadside drains, water supply, open spaces for recreation and sewage disposal installations;

(d) specifications of all constructions, road, drainage, water supply and sewage disposal works;

And shall submit the same for the approval of the appropriate planning, engineering and health authorities within 12 months from the date the approval of the State Authority to alienate the said land is conveyed to the Developer.

3. Upon the approval by the said appropriate authority or authorities of such plans and specifications the Developer shall forthwith commence to develop the said land in accordance with such approved plans and specifications.

4. The Developer hereby undertakes to give priority to the construction of low-cost houses.

5. The Developer shall complete the Development within a period of 24 months from the date of approval of such plans and specifications by the appropriate authorities.

PROVIDED ALWAYS that if the Developer shall be prevented from completing within the above stated period by reason of any cause whatever beyond the control of the Developer, the Government shall upon receipt of a request from the Developer's Architect allow the Developer such extension of time as may be reasonably required for the completion.

7. The Developer shall diligently proceed with and complete all the buildings and structures in good and workmanlike manner and in compliance with generally recognised building standards and practices and in accordance with the approved building plans and specifications within the time frame referred to in section 5 or within the extended time as approved by the Government under the same section.

8. A minimum of per centum () of the total unit of residential houses to be built in accordance with the approved plans shall be low cost units which shall be sold or allocated to purchasers selected by a Committee appointed by the Government and approved by the State Authority at a price in Annexure "B".

9. A minimum of per centum () of each type of dwelling houses, per centum () of commercial buildings and per centum () of industrial buildings to be built shall be allocated and sold to Bumiputra purchasers. Provided that in the event that these types of buildings allocated for Bumiputras cannot be sold to Bumiputras after a period of six (6) months from the date of advertisement by the Developer then the Developer may sell the same and those remaining unsold to non-Bumiputras provided always that the consent in writing of the Government shall first have been obtained.

10. With the exception of low houses, residential buildings to be sold to Bumiputra purchasers shall be at a price seven per centum (7%) cheaper than their selling prices.

11. Commercial and industrial buildings to be sold to Bumiputra purchasers shall be a price ten per centum (10%) cheaper than their selling prices.

12. The Government will register and issue document or documents of title for the said land in favor of the Developer. Pending the issue of the document or documents of title, the Government hereby grants to the Developer the full right of access to the said land for the purposes of the Development.

13. Pending the issue of individual documents of title over the said land in accordance with the approved plans, the Developer shall pay and discharge all taxes, rates, assessments and charges whatsoever which may be payable for the time being in respect of the said land or any building thereon or any part thereof levied by the local authority.

14. Upon satisfactory completion of preliminary development works on a portion of the said land, the Developer shall surrender to the Government the document of title comprised in the completed portion. The Government will thereupon register and issue documents of title in substitution thereof in respect of each lot into which the said portion has been subdivided in accordance with the approved lay-out plan on the terms and conditions as described and stipulated in Annexure B.

15. The selling prices of all types of buildings shall be as stipulated under the terms and conditions of alienation of the said land in Annexure B.

16. The selection of purchasers for all types of and buildings from a list of applications for the scheme shall be made:

(i) In the case of low cost houses, by a committee appointed by the Government for the District in which the scheme is situated known as the Jawatankuasa Tanah Daerah which shall then submit the names of the successful applicants to the State Authority for final approval; and

(ii) In other cases, by the said Jawatankuasa Tanah Daerah

17. The Developer undertakes to provide at his own cost and expense a suitable building on the said land wherein the Developer will prominently display the layout plan and such appropriate model or models of the building to be built for the development of the said land. The Developer further undertakes to erect such signboard or signboards as may be approved by the Government on the said land to indicate that applications for the purchase of the residential houses shall be made to the Developer.

18. The Developer shall arrange for the execution of all sale and purchase agreements required to be entered into between the Developer and the approved purchasers. The Developer undertakes to arrange the loans with a financial institution on its usual lending terms to those purchasers wishing to avail themselves of its services and who are able to satisfy its requirements.

19. The Developer undertakes to maintain the residential houses, shop houses and other types of buildings in good conditions to the satisfaction of the Government or until such residential houses, shop houses and other buildings are sold or allocated to approved purchasers.

20. In the event of any default by the Developer in the performance and observance of any conditions herein the Government reserves the right to appoint another body to develop that portion of the said land which is at that date undeveloped or not completely developed and the cost of developing such undeveloped (whether partly undeveloped or completely undeveloped) and by such other body shall be Government, its servants, agents, appointees or any person or persons so required by the Government the full right an access to the said land to carry out or complete the Development, provided that the Developer shall not be liable for any delay occasioned by the difficulties suffered in the event of acts of God, war, insurrection, mobilizations war-like conditions, landslides, lightning, explosion strike, combination of workmen, lockout, civil commotion force majeure, exceptionally inclement weather, loss a damage by fire, flood or tempest or other like cause outside the Developer's control.

21. The Developer shall at all hereafter and keep indemnified the Government from and against all or any distresses, actions, proceedings, claims, demands, costs, damages, liabilities, losses and expenses which may be made, or brought by any person against the Government in respect of any matters arising out of any negligence, breach of duty or wrongful act of the Developer, its servants and/or agents.

22. Any defects, shrinkage and other faults in the residential houses, shop houses and other buildings which shall become apparent within a period of six (6) calendar months from the date of occupation by the purchasers and which shall be due to defective workmanship or materials or the buildings not having been constructed in accordance with the plans and specifications shall be made good by the Developer at his own cost and expense within one (1) month of its having received written notice thereof from the purchasers and in the event of any dispute arising as to whether such defects or other faults fall within the scope of this clause and whether the Developer is bound to make good or remedy the same, the decision of the Government or its duty authorized representatives shall be final and binding upon the parties hereto.

23. The Developer shall not assign the benefits or burden under this Agreement to any third parties without the written approval of the Government.

24. (1) Any notice or request or permission to be given or under this Agreement to the Government of this will be made in writing to the addresses specified below:-

For the Selangor Government:

Pengarah Tanah dan Galian,
Selangor,
Bangunan Sultan Salahuddin Abdul Aziz Shah,
Shah Alam.

For the Developer:

On any other addresses provided in writing from time to time by one party or the other.

(2) Any such notice or request shall be deemed to have been sufficiently given or made of left or sent by registered post and addressed as aforesaid and in the latter case shall be deemed to have been served on and duly received by the other party in the ordinary course of post.

25. All disputes, differences or questions whatsoever which may at any time hereinafter (whether during the continuance in effect of this agreement or upon or after its discharge or determination) arise between the Government or its construction or effect or as to the rights, duties or liabilities of the parties hereto under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall, if the parties are unable to agree, be referred to a single arbitrator in accordance with and subject to the provisions of the Arbitration Act, 1952.

26. In entering into this Agreement the parties hereto recognize that it is impracticable to make provision for every contingency that may arise in the course of performance hereof and accordingly the parties hereto declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to any of them. If by reason of any unforeseen occurrence or development the operation of this Agreement is likely to cause any inequitable hardship to one or more parties contrary to the spirit of this Agreement, the Government and the Developer shall negotiate immediately in good faith and use their Endeavour's to agree upon such action as may be necessary and equitable to remove the cause or causes of the same.

27. Nothing in this Agreement shall be construed to imply the existence of a partnership between the parties hereto or to make one party hereto the agent or representative of the other party hereto and no party shall so hold itself out non shall any party be liable or bound by any act or omission of the other party.

28. This Agreement shall be binding upon the successors in title of the Government and upon the successors in title and permitted assigns of the Developer.

29. The Stamp Duty and all other incidental expenses in the preparation of this Agreement shall be borne by the Developer. However, each party shall bear an pay its own solicitors' cost.

30. Time wherever stated shall be of the essence of this Agreement.

31. The authoritative version of this Agreement shall be the one in the English Language.

32. This Agreement shall be governed by the laws of Malaysia and the Malaysian Courts shall have jurisdiction.

IN WITNESS THEREOF the parties hereto have hereunto set their hands the day and year first above written.

t.t.

(SIGNED by the Honourable Menteri
Besar for the STATE GOVERNMENT
OF SELANGOR in the presence off)

t.t.

(THE COMMON SEAL OF THE COMPANY
Is hereunto affixed in the presence off)