



PRACTICE AREA Snapshot 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.

1. VENDOR(S)

Name(s) of Vendor(s):	NRIC No / Passport No / Company No:	Winding Up / Bankruptcy Searches / Company Searches	
		Date Requested:	Date Received:
a.			
b.			
c.			

2. PURCHASER(S)

Name(s) of Purchaser(s):	NRIC No / Passport No / Company No:	Winding Up / Bankruptcy Searches / Company Searches	
		Date Requested:	Date Received:
a.			
b.			
c.			

**3. PROPERTY PARTICULARS**

a. Property particulars:

b. Accessory parcels:

c. Property address:

d. Developer:

e. Registered Proprietor, if different from Developer:

f. Property Tenanted: Yes / No

Name of Tenant:	Term of Tenancy: years	Expiry Date:
g. Master Title Search	Date Requested:	Date Received:

h. Master Title Particulars:

i. Tenure: Freehold / Leasehold

Tenure	Years	Commencement Date:	Expiry Date:
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j. Restrictions in Interest: Yes / No

k. Express Conditions: Yes / No

l. Charges: Yes / No

Name of Chargee:	Presentation No:
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m. Caveats: Yes / No

Presentation No:	Name of Caveator:	Type of Caveat:	Presentation Date:
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n. Other Encumbrances (if any):

4. LETTER OF OFFER (if any)

a. Date:	Earnest Deposit (RM):
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b. Deadline for Execution of Sale and Purchase Agreement:

5. SALE AND PURCHASE AGREEMENT

a. Date:

b. Sale and Purchase Agreement Stamped: Yes / No	Date:
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c. Stamped Copy(ies) given:

Client(s): Yes / No	Date:
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Vendor(s): Yes / No	Date:
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6. PURCHASE PRICE AND PAYMENT TERMS

a. Purchase Price (RM):

b. Deposit (RM):

c. Balance Purchase Price (“BPP”) (RM):

d. Retention for Real Property Gains Tax (“RPGT”) (RM):

e. If client obtaining loan:

i. Loan Sum (“LS”) (RM):	1. Amount, date paid:
	2. Amount, date paid:





ii. Difference Between BPP and LS (RM):		Date Paid:
f. Completion Period/Date:	Revised Date:	Revised Date:
g. Extended Completion Period/Date:	Revised Date:	Revised Date:
h. Late Payment Interest Rate: % pa	Amount payable (RM):	Date Paid:

7. DEED OF ASSIGNMENT (DoA) AND STAMPING PROFORMA (PDS 15)

a. Executed: Yes / No	Date received from Vendor/ Vendor’s Solicitors:
b. Adjudication	
Date DoA Submitted for Adjudication:	Date Notice of Adjudication Received:
Date Stamp Duty Paid:	Date Stamped DoA Extracted:
c. Delivery of a Stamped Copy of DoA to Developer: Yes / No	Date delivered to Developer:

8. CONDITIONS PRECEDENTS (if any)

a. Conditions Precedent Period:	Extended Conditions Precedent Period:	Further Extended Date, if applicable:	
b. Conditions Precedent (“CP”)	Party Responsible for Attendance to CP:	Applied:	Fulfilled / Not Fulfilled:
		Yes / No	Yes / No
		Date:	Date:
		Yes / No	Yes / No
		Date:	Date:
		iii. Others:	
		Date:	Date:



		Yes / No	Yes / No
		Date:	Date:

9. CONFIRMATION OF DETAILS FROM DEVELOPER PURSUANT TO SECTION 22D(4) OF THE HOUSING DEVELOPMENT (CONTROL & LICENSING) ACT 1966

a. Written Request to Developer for Confirmation of Details Pursuant to section 22(D) of the HDA	Date Requested:	Date Received:
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10. REDEMPTION OF PROPERTY (if any)

a. Assignee’s Redemption Statement and Letter of Undertaking		
Date requested:	Deadline to deliver:	Date received from Vendor:
	Deadline Exceeded: days	

b. Vendor’s Undertaking to Refund (if applicable):		
Date requested:	Deadline to deliver:	Date received from Vendor:
	Deadline Exceeded: days	

c. Redemption Sum:	Amount (RM):	Date paid:
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d. Receipt of Duly Executed Deed of Receipt and Reassignment, Original Assignment In Favour of Assignee and Other Relevant Documents	
Documents received from Vendor? Yes / No	Date:
Deadline for Vendor’s delivery of documents:	Deadline Exceeded: days

11. MASTER CHARGEES’ DISCLAIMERS (if applicable)

a. Where Master Title is Subject To Charges:	
Disclaimer obtained from master chargee(s): Yes / No	Date obtained:



12. VACANT POSSESSION

a. Deadline for delivery of vacant possession:

Vacant possession delivered: Yes / No	Date Delivered:
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13. APPORTIONMENT OF OUTGOINGS:

Cut Off Date for Apportionment of Outgoings:

Expense	Vendor's Portion (RM)	Purchaser's Portion (RM)	Reimbursed by Purchaser / Paid to Purchaser?
a. Maintenance/ Service Charges			Yes / No
b. Assessment			Yes / No
c. Sewerage			Yes / No
d. Quit Rent			Yes / No
e. Others			Yes / No
			Yes / No
			Yes / No

14. VENDOR'S COMPLIANCE WITH SECTION 22D(2) HOUSING DEVELOPMENT (CONTROL & LICENSING) ACT 1966

a. Purchaser's Undertaking To Deliver Duly Stamped Deed of Assignment to Developer

Executed: Yes / No	Delivered to Vendor: Yes / No	Date delivered:
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b. Vendor's Written Notice Of Assignment to Developer

Vendor has given written notice to developer: Yes / No	Date that Vendor has given written notice to Developer:
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My notes...

