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STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE)
REGULATIONS, 2022

In exercise of the powers conferred by section 137 of the Strata Management Ordinance, 2019 [*Cap. 76*], the Minister with the approval of the Majlis Mesyuarat Kerajaan Negeri, has made the following regulations:

PART I
PRELIMINARY**Citation and commencement**

1.—(1) These regulations may be cited as the Strata Management (Management and Maintenance) Regulations 2022.

(2) These Regulations shall come into operation on the 1st day of June, 2022.

Interpretation

2. In these Regulations—

“Bond” means the bond in Form 15 to be lodged with the joint management body under regulation 19(2) or with the management corporation or the subsidiary management corporation under regulation 29(2), as the case may be, or the bond in Form 27 to be lodged with the Commissioner under regulation 40(1);

“Chief Inspector of Buildings” has the same meaning assigned to it in the Building Ordinance, 1994 [*Cap. 8*];

“Common Property Defects Account” means the separate trust account which shall be opened and maintained by the Commissioner under regulation 45 (1);

“competent contractor” means any person or a body of persons having a certificate of registration with Construction Industry Development Board (CIDB) in the relevant field;

“casement window” means a window, or part thereof, which opens on hinges, pivots or variable geometry stays;

“Director” has the same meaning assigned to it in Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*];

“exterior feature”, in relation to any subdivided building, means any of the following features that is permanent and is installed on, forms part of or

projects outwards from the roof or exterior wall or cladding of the building:

- (a) any air-conditioning unit, including any window air-conditioning unit and any condensing equipment of an air-conditioning unit;
- (b) any window, with or without movable parts;
- (c) any grille or shutter, with or without movable parts;
- (d) any tile, cladding, curtain wall, siding, plaster, bracket or cornice;
- (e) any gutter, rainwater down-pipe, or part of the roof;
- (f) any awning or sun-shading device; or
- (g) such other feature that is permanent and is installed on, forms part of or projects outwards from the roof or exterior wall or cladding of any building as the Minister may, by notification in the *Gazette*, declare to be an exterior feature for the purposes of this regulations;

“lifts” means a transport device used to move goods or people vertically from one floor to another within an enclosed shaft but does not include any temporary hoist in any construction site or dumb waiter or lift for the carriage of goods only or mine cages as used in underground mines;

“Form A” means the warrant of attachment in Form A in the Eight Schedule to the Ordinance;

“Form B” means the notice and inventory in Form B in the Eight Schedule to the Ordinance;

“Ordinance” means the Strata Management Ordinance, 2019 [*Cap. 76*];

“person responsible”, in relation to an exterior feature of a building, means —

- (a) the parcel owner or subsidiary proprietor, as the case may be, which the exterior feature is installed on, forms part of or projects outwards from, unless otherwise provided by paragraph (b), (c) or (d);
- (b) subject to paragraph (c), where the exterior feature is part of the common property of a development – the developer during the developer management period, joint management body or management corporation or subsidiary management corporation, as the case may be;
- (c) where the exterior feature is a window, grille or shutter that is part of a parcel —

(i) in the case of a building in any subdivided land — the parcel owner as defined in the Ordinance; or

(ii) in the case of any subdivided building — the subsidiary proprietor of that subdivided building; or

(d) such other person as may be responsible for the exterior feature;

“Subsidiary roll” means the roll to be prepared and maintained under section 65 of the Ordinance;

In these Regulations where there is a reference to the “management corporation” it shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body, management corporation or the subsidiary management corporation, as the case may be and where applicable.

Prescribed fees

3. The fees payable under these Regulations shall be as prescribed in the First Schedule.

Forms

4. The forms referred to in these Regulations are those contained in the Second Schedule.

PART II DEALINGS IN BUILDING OR LAND INTENDED TO BE SUBDIVIDED INTO PARCELS

For the purpose of this Part, in the case of co-purchasers or co-proprietorship of a parcel, the requirement of all purchasers is deemed to be fulfilled if any one of the co-purchasers or co-proprietors agrees.

Strata subdivision plan to be filed with the Commissioner before sale of any parcel

5.—(1) Before a developer sells any parcel or proposed parcel in any provisional block of a development, the developer shall file with the Commissioner a strata subdivision plan as required under section 5 of the Ordinance together with six copies of Form 1 and payment of the prescribed fee.

(2) Where the sale of a parcel in a development was made before the commencement of the Ordinance and no share units have been assigned to each parcel, the developer shall indicate in the schedule of parcels as required under regulations 8 and 9 and in Form 1, the parcel which has been sold.

(3) If the strata subdivision plan filed with the Commissioner together with Form 1 is altered for the reason that approved building plans are altered or revised—

(a) due to a requirement of the local authority; or

(b) with the agreement of all purchasers of the parcel in the development and such alterations or revisions have been approved by the local authority;

The developer shall, within ninety days from the date of the approval of the alteration or revision of the approved building plans, or within such extended time as the Commissioner may grant, file with the Commissioner revised strata subdivision plan together with six copies of Form 2 and payment of the prescribed fee.

(4) The provisions of section 5(3) of the Ordinance shall apply *mutatis mutandis* to the revised strata subdivision plan filed under subregulation (3).

(5) Any developer who fails to comply with subregulation (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Strata subdivision plan prepared and submitted under section 17 of the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75]

6.—(1) In the case of a phased development, before the developer sells any parcel in any provisional block, the developer shall file with the Commissioner an amended strata subdivision plan as required under section 5 of the Ordinance, together with six copies of Form 3 and payment of the prescribed fee.

(2) If the amended strata subdivision plan filed with the Commissioner together with Form 3 are altered or revised for the reason that the building plans approved by the local authority are altered or revised—

(a) due to a requirement of the local authority; or

(b) with the agreement of all purchasers of parcels of all affected provisional block in the development and such alterations or revisions have been approved by the local authority;

and provided that there is no change in the proposed quantum of provisional share units for the affected provisional block, the developer shall within ninety days from the date of approval of alteration or revision of the approved building plans, or within such extended time as the Commissioner may grant, file with the Commissioner revised amended strata subdivision plan together with six copies of Form 4 and payment of the prescribed fee.

(3) The provisions of section 5(3) of the Ordinance shall apply *mutatis mutandis* to the revised amended strata subdivision plan filed under subregulation (2).

(4) Any developer who fails to comply with subregulation (1), (2) or (3) commits an offence and shall, upon conviction, be liable to a fine not exceeding two hundred fifty thousand ringgit or imprisonment for a term not exceeding three years or to both.

Strata subdivision plan to be signed, etc., by Commissioner

7. After the strata subdivision plan, has been filed with the Commissioner together with the payment of the prescribed fee, the Commissioner shall—

(a) sign all six copies of Form 1, Form 2, Form 3 or Form 4, as the case may be, and all six copies of the strata subdivision plan and return three copies to the developer;

(b) submit one copy of Form 1, Form 2, Form 3 or Form 4, as the case may be, and one copy of the strata subdivision plan to the Director of Land and Surveys; and

(c) keep one copy of Form 1, Form 2, Form 3 or Form 4, as the case may be, and one copy of the strata subdivision plan in his office.

PART III
ASSIGNMENT OF SHARE UNITS WHERE NO SHARE
UNITS HAVE BEEN ASSIGNED

Allocated share units

8.—(1) Where the sale of a parcel was made before the commencement of the Ordinance and no share units have been assigned to each parcel, the proprietor who is to assign the share unit under section 7 of the Ordinance shall file with the Commissioner the strata subdivision plan together with four copies of Form 5 together with payment of the prescribed fee.

(2) If the proprietor fails to assign the share units for each parcel or if any purchaser is not satisfied with the assignment of share units to his parcel, the Commissioner shall appoint any other person or body to assign the share units for each parcel in accordance with the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75].

(3) Subject to subregulation (4), the person or body appointed under subregulation (2) shall, within ninety days from the date of his appointment or within such extended time as the Commissioner may grant, file with the Commissioner the assignment of share units for each parcel in Form 5 together with payment of the prescribed fee, and—

(a) in the case where the person or body who has the duty or is so responsible had failed to assign the share units for each parcel, the person or body who has the duty or is so responsible shall pay all expenses incurred for

that purpose by the person or body appointed under subregulation (2); or

(b) in the case where a purchaser was not satisfied with the assignment of share units to his parcel and the difference in the share units so assigned does not exceed ten percent of the assigned share units, the purchaser shall pay all expenses incurred for that purpose by the person or body appointed under subregulation (2), and if the difference in the share units so assigned exceeds ten percent of the assigned share units, the person or body who has the duty or is so responsible shall pay all expenses incurred for that purpose by the person or body appointed under subregulation (2).

(4) In determining the share units to be assigned to each parcel, the person or body who has the duty or is responsible under subregulation (1) or the person or body appointed under subregulation (2) may—

(a) rely on information contained in the sale and purchase agreement between the developer and the purchaser of each parcel;

(b) rely on information contained in the approved building plans relating to the building or buildings in the development; or

(c) appoint a licensed land surveyor to carry out a survey of each parcel in the development, and the person or body who has the duty or is so responsible shall pay all expenses incurred for that purpose.

(5) A licensed land surveyor appointed under subregulation (4)(c) or any person authorised by him shall be given access to each parcel as shall be necessary for him to carry out the survey of the parcel.

(6) Any person or body who fails to comply with subregulations (1), (2) or (3) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

(7) Any person who refuses the licensed land surveyor appointed under subregulation (4)(c) or any person authorised by him access to any parcel for the purpose of carrying out the survey of a parcel, or obstructs, hinders or delay the licensed land surveyor or any person authorised by him in effecting such entry for such purpose, commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Allocated share units to be signed, etc., by Commissioner

9.—(1) Upon receipt of Form 5 and payment of the prescribed fee, the Commissioner shall—

(a) sign all four copies of Form 5;

- (b) keep one copy; and
- (c) return the balance of copies to the person or body who has the duty or is so responsible.

(2) The allocated share unit as accepted under subregulation 1(a), shall be the assigned share unit for each parcel until such time as the certified strata plan has been filed by the Superintendent pursuant to the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75].

PART IV
STRATA MANAGEMENT BEFORE EXISTENCE OF MANAGEMENT
CORPORATION

*Chapter 1 - Management By Developer Before Existence Of Management
Corporation And Before Establishment Of Joint Management Body*

Handing over by developer to joint management body

10. The handing over by the developer to the joint management body under section 14 of the Ordinance shall be in Form 6.

*Chapter 2 - Management By Joint Management Body Before Establishment Of
Management Corporation*

First annual general meeting of joint management body

11.—(1) The written notice of the first annual general meeting of the joint management body to be given by the developer to all purchasers under section 17(1) of the Ordinance shall be in Form 7.

(2) If any purchaser, not less than seven days before the time for holding the first annual general meeting, gives a notice in writing to the developer requiring the inclusion of a motion in the agenda of the first annual general meeting, the developer shall give notice of the motion to all purchasers and a copy of the notice of the motion shall be displayed at a conspicuous part of the development.

Notice of resolution confirming maintenance charges, contribution to the sinking fund and rate of interest determined by joint management body

12. The joint management body shall, within twenty-eight days after reach general meeting of the joint management body in which the—maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment are confirmed or varied, issue a notice in Form 8 to all purchasers to inform the purchasers of the amount of maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the joint management body in that annual general meeting and a copy of Form 8 without the name of individual purchasers and share units shall be displayed at a conspicuous part of the development.

Certificate of establishment of the joint management body

13. The certificate to be issued by the Commissioner under section 18(2) of the Ordinance shall be in Form 9.

Handing over by joint management body to management corporation

14. The handing over by the joint management body to the management corporation under section 25(2) of the Ordinance shall be in Form 10.

*Chapter 3 - Miscellaneous Provisions Applicable Before Establishment Of
Management Corporation*

Submission of Audited Account of Monies Collected by Developer Prior to Establishment of Joint Management Body

15. The developer of a development which has been completed before the commencement of the Ordinance, but for which a management corporation has not been existed shall, not later than six months following the establishment of the joint management body, submit an audited accounts pursuant to section 27(1) of the Ordinance to the Commissioner in Form 11.

Register of parcel owners

16. The register of parcel owners to be prepared and maintained by the developer during the developer's management period or by the joint management body under section 28(1) of the Ordinance, as the case may be, shall be in Form 12.

Certificate of amount payable by parcel owner or prospective purchaser

17.—(1) Upon application by or on behalf of any person specified in section 29 of the Ordinance, and on receipt of the prescribed fee, the developer or the joint management body, as the case may be, shall within twenty-one days, issue a certificate containing the information prescribed under section 29 of the Ordinance in Form 13.

(2) Any developer or joint management body who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding one year or to both.

Notice to demand payment of sum due by purchaser or parcel owner

18. Any written notice demanding payment of any sum due by a purchaser or parcel owner which is required to be served under section 32(1) of the Ordinance shall be in Form 14.

Services of any person or agent to maintain and manage common property

19.—(1) If a joint management body shall employ or arrange and secure the services of any person or agent to undertake the management and maintenance of the common property of the building or land intended to be subdivided into parcels under paragraph 2(f) of Third Schedule of the Ordinance, the joint management body shall enter into a management agreement with such person or agent.

(2) If the person or agent is not a registered property manager, he shall not act to undertake such management and maintenance of the common property unless he has lodged with the joint management body a bond in Form 15 to be given by a bank, financial institution or insurer which binds the bank, financial institution or insurer to make good any loss caused by the such person or agent as a result of his failure to account for monies received or held by him.

(3) The amount of the bond shall be a sum that is equivalent to the remuneration or management fees for a period of twelve months or a sum of fifty thousand ringgit, whichever is higher.

(4) A copy of the management agreement under subregulation (1) and the bond under subregulation (2) shall be filed by the joint management body with the Commissioner together with payment of the prescribed fee within thirty days from the date of the management agreement or the bond, as the case may be.

(5) Any person who fails to comply with subregulations (1), (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART V

STRATA MANAGEMENT AFTER EXISTENCE OF MANAGEMENT CORPORATION

Chapter 1 - Management By Developer Before First Annual General Meeting Of Management Corporation

Handing over by developer to management corporation

20. The handing over by the developer to the management corporation under section 45(1) of the Ordinance shall be in Form 16.

Chapter 2 - Management After First Annual General Meeting Of Management Corporation

First annual general meeting of management corporation

21.—(1) The written notice of the first annual general meeting of the management corporation to be given by the developer to all subsidiary proprietors under section 47(1) of the Ordinance shall be in Form 17.

(2) If any subsidiary proprietor, not less than seven days before the time for holding the first annual general meeting, gives a notice in writing to the developer requiring the inclusion of a motion in the agenda of the first annual general meeting, the developer shall give notice of the motion to all subsidiary proprietors and a copy of the notice of the motion share units shall be displayed at a conspicuous part of the development.

Notice of resolution confirming maintenance charges, contribution to the sinking fund and rate of interest determined by management corporation

22. The management corporation shall, within twenty-eight days after each general meeting of the management corporation—in which the maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment are confirmed or varied, shall issue a notice in Form 18 to all subsidiary proprietors, including the subsidiary proprietors of any provisional block, to inform the subsidiary proprietors of the amount of maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the management corporation in that general meeting and a copy of Form 18 without the name of individual purchasers and shall be displayed at a conspicuous part of the development.

Chapter 3 - Subsidiary Management Corporation And Limited Common Property

First annual general meeting of subsidiary management corporation

23.—(1) Within one month after the subsidiary management corporation has been established under the provisions of the Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*], all subsidiary proprietors who constitute the subsidiary management corporation shall hold a first annual general meeting of the subsidiary management corporation which shall be convened by the management corporation.

(2) If the management corporation fails to convene the first annual general meeting of the subsidiary management corporation within the period specified in subregulation (1), the Commissioner may, on the application of any one of the subsidiary proprietors who constitute the subsidiary management corporation, appoint any person to convene that meeting and the management corporation shall pay all expenses incurred for that purpose.

(3) Any person or body who fails to comply with subregulation (1), commits an offence and shall, on conviction, be liable to a fine not exceeding two hundred and fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Notice of first annual general meeting of subsidiary management corporation

24.—(1) A written notice of the first annual general meeting of the subsidiary management corporation shall be given by the management corporation to all subsidiary proprietors who constitute the subsidiary management corporation in Form 19 and a copy of such written notice shall be displayed at a conspicuous part of the development.

(2) If any of the subsidiary proprietors who constitutes the subsidiary management corporation, in not less than seven days before the time for holding the first annual general meeting, gives a notice in writing to the management corporation requiring the inclusion of a motion in the agenda of the first annual general meeting, the management committee shall give notice of the motion to all subsidiary proprietors who constitute the subsidiary management corporation and a copy of the notice of the motion shall be displayed at a conspicuous part of the development.

Notice of resolution confirming maintenance charges, contribution to the sinking fund and rate of interest determined by subsidiary management corporation

25. The subsidiary management corporation shall, within twenty-eight days after each general meeting of the subsidiary management corporation in which the maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment are confirmed or varied, shall issue a notice in Form 20 to all subsidiary proprietors who constitute the subsidiary management corporation to inform the subsidiary proprietors of the amount of maintenance charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the subsidiary management corporation in that annual general meeting and a copy of Form 20 without the name of individual purchasers and shall be displayed at a conspicuous part of the development.

*Chapter 4 - Miscellaneous Provisions Applicable To Management Corporation
And Subsidiary Management Corporation*

Subsidiary roll

26. The subsidiary roll to be prepared and maintained by the developer during the preliminary management period or by the management corporation under section 65(1) of the Ordinance shall be in Form 21.

Certificate of amount payable by subsidiary proprietor or prospective subsidiary proprietor

27.—(1) Upon application by or on behalf of any person specified in section 66 of the Ordinance, and on the receipt of the fee as determined by the Commissioner, the management corporation or the subsidiary management

corporation shall within twenty-one days, issue a certificate containing the information prescribed under section 66 of the Ordinance in Form 22.

(2) Any management corporation or subsidiary management corporation who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Notice to demand payment of sum due by subsidiary proprietor

28. Any written notice demanding payment of any sum due by a subsidiary proprietor which is required to be served under section 71(1) of the Ordinance shall be in Form 23.

Services of any person or agent to maintain and manage common property

29.—(1) If a management corporation or subsidiary management corporation shall employ or arrange and secure the services of any person or agent to undertake the management and maintenance of the common property of the subdivided building or lands, under paragraph 2(f) in the Seventh Schedule of the Ordinance, the management corporation or subsidiary management corporation shall enter into a management agreement with such person or agent.

(2) If the person or agent is not a registered property manager, he shall not act to undertake such management and maintenance of the common property unless he has lodged with the management corporation or subsidiary management corporation a bond in Form 15 to be given by a bank, financial institution or insurer which binds the bank, finance company or insurer to make good any loss caused by the such person or agent as a result of his failure to account for monies received or held by him.

(3) The amount of the bond shall be a sum that is equivalent to the remuneration or management fees for a period of twelve month for a sum of fifty thousand ringgit, whichever is higher.

(4) A copy of the management agreement under subregulation (1) and the bond under subregulation (2) shall be filed by the management corporation or the subsidiary management corporation with the Commissioner together with payment of the prescribed fee within thirty days from the date of the management agreement or the bond, as the case maybe.

(5) Any person or body who fails to comply with subregulation (1), (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART VI
PROVISIONS FOR JOINT MANAGEMENT BODY, MANAGEMENT
CORPORATION AND SUBSIDIARY MANAGEMENT CORPORATION

Annual general meeting

30.—(1) A joint management body, management corporation or subsidiary management corporation, as the case maybe, shall hold its annual general meetings in accordance with paragraph 11(2) of the Fourth Schedule of the Ordinance.

(2) If any joint management body, management corporation or subsidiary management corporation fails to hold any annual general meeting, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, commits an offence and shall on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART VII
RECOVERY OF SUMS BY ATTACHMENT OF MOVABLE PROPERTY

Application for attachment of movable property

31.—(1) The sworn application for warrant of attachment under section 33(1) or 72(1) of the Ordinance, as the case may be, shall be made in Form 24.

(2) Four copies of Form 24 shall be submitted to the Commissioner together with payment of the prescribed fee.

(3) If the Commissioner decides to issue the warrant of attachment, the Commissioner shall deliver two signed copies of the warrant of attachment in Form A to the person or body who made the sworn application and the Commissioner shall state the name and particulars of the person who shall execute the warrant of attachment.

Inventory after attachment

32.—(1) Immediately after the attachment, the person who executed the warrant of attachment shall prepare an inventory of the movable property attached and shall serve a notice in Form B of the Ordinance on the person who, at the time of the attachment, was or appeared to be in possession of the property.

(2) If no such person was or appeared to be in such possession, then the notice in Form B of the Ordinance shall be placed at a conspicuous part of such place where the attachment took place.

(3) All movable property attached shall be kept in the premises or where the attached movable property are found or elsewhere in the State unless the person who executed the warrant is of the opinion that such movable property attached

should be kept at a different place for safe keeping or control.

Appointment of auctioneer, reserve price and bids

33. Where any movable property attached under section 33(1) or 72(1) of the Ordinance is to be sold by auction under section 33(8) or 72(8) of the Ordinance, the person or body conducting the auction or tender—

(a) may appoint a licensed auctioneer to conduct the auction or registered estate agent to conduct the tender;

(b) shall fix a reserved price for the movable property so attached; and

(c) shall only accept any bid or tender that it is not less than such reserved price.

Notice of auction

34.—(1) The person or body conducting the auction shall give not less than fourteen days' public notice before conducting any sale by auction, which states—

(a) the date, time and place at which the sale is intended to be held;

(b) particulars of the movable property to be offered for sale; and

(c) the reserve price that has been fixed in respect of any movable property offered for sale.

(2) A notice shall be deemed to have been adequately given if—

(a) it is displayed on the door of the premises in which the movable property attached is found, if applicable;

(b) it is displayed in a conspicuous place in the building or in such other manner as maybe approved in writing by the Commissioner; and

(c) deemed fit by the person or body conducting the auction or tender, it has been published in a newspaper or electronic media generally read in the place where the sale is to take place.

(3) With the approval in writing of the Commissioner, the period of notice provided for in subregulation (1) may be shortened.

(4) All sales by auction shall be held in places open to the general public.

Procedure of the auction or tender

35.—(1) The person or body conducting the auction or tender shall obtain at the auction or tender the highest possible price for the movable property for sale, and shall not dispose of any such movable property by private treaty or any other approved means except with the prior consent of the subsidiary proprietor or the Commissioner of Building.

(2) Where the reserve price of any movable property has been achieved or is exceeded then the highest bidder or tenderer is entitled to be declared the purchaser. When any movable property is sold at the auction the person or body conducting the auction or tender shall forthwith audibly declare the name of the contractual purchaser. If any dispute arises as to who is entitled to be declared the purchaser of the movable property, it shall be auctioned or tendered again forthwith.

(3) On payment of the purchase money at the auction or tender, the person or body conducting the auction or tender shall give a receipt to the successful bidder or tenderer and the successful bidder or tenderer shall be deemed to be the absolute owner of the movable property purchased.

(4) Where movable property is put up for sale by public auction or tender in lots, each lot shall be deemed to be the subject of a separate contract of sale.

(5) If, at the auction or tender, no bid is received at all or a bid is received not at the reserve price or less than the reserve price, the movable property in question shall be withdrawn from sale, and the Commissioner may—

(a) direct that the movable property be put up for auction or tender on a subsequent date, either at the same or at a new reserve price, and the provisions of regulations 31, 32, 33, 34, 35(1), 35(2), 35 (3) and 35(4), and regulation 36 shall apply *mutatis mutandis* to the subsequent auction or tender; or

(b) direct that the movable property be returned to the person who, at the time of attachment, was or appeared to be in possession of the movable property in question.

(6) If, at the subsequent auction or tender, no bid is received at all or a bid is received not at the reserve price or less than the reserve price, the Commissioner shall withdraw the movable property in question from the sale by auction or tender and direct that it be returned to the person who, at the time of attachment, was or appeared to be in possession of the movable property in question.

(7) The Commissioner shall not be required to be present at any auction.

Record and statement of sale

36.—(1) The person or body conducting the auction or tender shall keep a record of all sums of money received by him at the auction or tender.

(2) The person or body conducting the auction or tender shall, within fourteen days after the sale, serve on the defaulting parcel owner or subsidiary proprietor, by registered post, a record and statement in Form 25, which sets out—

(a) the proceeds of sale;

(b) the application of the proceeds of sale in satisfaction of the sum due, together with the costs of the attachment and sale, except where section

33(10) or 72(10) of the Ordinance applies;

(c) whether there is a surplus or a shortfall in the proceeds of sale;

(d) a list of the movable property attached which have not been sold, if any;

(e) a notice that if there is a surplus, the defaulting parcel owner or subsidiary proprietor is required to collect the surplus from the office stated in the notice within thirty days after the auction or tender, and that if a claim is not so made, the surplus shall be paid to the developer or joint management body or management corporation or subsidiary management corporation, as advance payment towards maintenance charges and contribution to the sinking fund;

(f) a notice that if there is movable property attached which have not been sold, such movable property have been left at the premises or the place where the attachment took place, or elsewhere in the State or if kept at a different place, that the defaulting parcel owner or subsidiary proprietor is required to collect them from the different place stated in the notice within twenty eight days after the auction or tender, and if not so collected, the defaulting parcel owner or subsidiary proprietor shall be liable to pay storage charges specified in the notice, and that such movable property shall then be dealt with in any manner as deemed fit by the person or body conducting the auction or tender; and

(g) a notice that if there is a shortfall, it must be paid up within fourteen days from the date of Form 25 by the defaulting parcel owner or subsidiary proprietor.

(3) For the purpose of returning or leaving the movable property that has not been sold under subregulation (2)(f), the person or body conducting the auction or tender shall—

(a) have similar access as that granted for executing a warrant of attachment under the Ordinance or under these Regulations; and

(b) not be liable for any loss, damage or lost items suffered by any relevant party.

Costs of attachment and sale

37. The costs of the attachment and sale payable by the defaulting parcel owner or subsidiary proprietor to the person or body conducting the auction or tender shall include—

(a) the prescribed fee paid to the Commissioner for filing Form 25;

(b) the expenses for the maintenance of livestock, if any;

(c) the cost of appointing an auctioneer or registered estate agent, if

any;

(d) the cost of advertisement of the auction or tender, if any;

(e) where it is necessary to place a watchman to secure or have custody of the movable property attached, the costs incurred in hiring the watchman or watchmen;

(f) where it is necessary to keep possession of the movable property attached, the costs incurred in such custody which may include but not limited to costs of transportation, insurance, storage and security;

(g) a sum of three hundred ringgit or a sum equivalent to three percent of the amount due, whichever is higher, as an administrative charge for having to recover the sums by attachment; and

(h) the cost of appointing a valuer, if any.

Attachment to cease if sums due are paid

38. If the parcel owner or subsidiary proprietor, or any tenant, subtenant or occupier, as the case may be, or any person on his behalf, pays the sums due by the parcel owner or subsidiary proprietor together with the costs of the attachment and sale incurred up to date, the attachment of the property shall cease forthwith and any auction fixed shall be cancelled.

PART VIII

PROPERTY MANAGER OR MANAGING AGENT APPOINTED BY COMMISSIONER

Management agreement

39.—(1) At the time of appointment of a property manager or managing agent, the Commissioner shall specify—

(a) the period of appointment;

(b) the remuneration or fees of the property manager or managing agent as agreed upon between the property manager or managing agent and the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe, with the concurrence of the Commissioner, or the amount of remuneration or fees of the property manager or managing agent as determined by the Commissioner under subregulation (2); and

(c) the amount of bond required to be lodged by the managing agent with the Commissioner.

(2) If the remuneration or fees of the property manager or managing agent could not be agreed upon between the property manager or managing agent and the developer, joint management body, management

corporation or subsidiary management corporation, as the case maybe, the Commissioner shall determine the remuneration or fees of the property manager or managing agent which shall be charged to the maintenance account.

(3) Within thirty days from the date of appointment, the property manager or managing agent appointed by the Commissioner shall enter into a management agreement with the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe, in Form 26, and the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, shall sign the management agreement within the specified period.

(4) If the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe, does not sign the management agreement in Form 26, the Commissioner may appoint any purchaser, parcel owner or subsidiary proprietor, as the case maybe, to sign the management agreement on behalf of the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe.

(5) Any person or body who fails to comply with subregulation (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Bond

40.—(1) Any person appointed by the Commissioner as the managing agent shall lodge with Commissioner a bond in Form 27 which shall be given by any bank, financial institution or insurer before acting as a managing agent which binds the bank, finance company or insurer to make good any loss caused by the managing agent as a result of his failure to account for monies received or held by him.

(2) The amount of the bond shall be determined by the Commissioner at the time of appointment of the managing agent.

(3) Any managing agent who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Maintenance charges and contribution to the sinking fund during management by property manager or managing agent

41.—(1) If a property manager or managing agent has been appointed by the Commissioner and the maintenance charges or contribution to the sinking fund to be paid by a purchaser, parcel owner or subsidiary proprietor in respect of his parcel has not been determined by the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe, for any reason whatsoever, the amount of the maintenance charges to be paid by a

purchaser, parcel owner or subsidiary proprietor, as the case may be, under the Ordinance shall be determined by the property manager or managing agent in proportion to the allocated share units or share units of each parcel and the amount of contribution to the sinking fund to be paid shall be a sum equivalent to ten per cent of the maintenance charges.

(2) Any purchaser, parcel owner or subsidiary proprietor who is not satisfied with the sums determined by the property manager under subregulation (1) may apply to the Commissioner for a review and the Commissioner may—

(a) determine the sum to be paid as the maintenance charges or contribution to the sinking fund; or

(b) instruct the property manager or managing agent to appoint, at the cost and expense of the developer, joint management body, management corporation or subsidiary management corporation, as the case maybe, a registered property manager or managing agent to recommend the sum payable as the maintenance charges or contribution to the sinking fund and submit a copy of the registered property manager's or managing agent's report to the Commissioner.

(3) Upon receiving the report under subregulation (2)(b), the Commissioner shall determine the sum payable as he thinks just and reasonable, and any sum so determined by the Commissioner shall be deemed to be the sum payable as the maintenance charges or contribution to the sinking fund.

PART IX DEPOSIT BY DEVELOPER TO RECTIFY DEFECTS ON COMMON PROPERTY

Amount of deposit to rectify defects

42.—(1) Upon the issuance of the occupation permit, the Developer shall submit a certificate of the estimated cost of constructing the development to the Commissioner.

(2) Upon the receipt of the certificate, the Commissioner shall—

(a) for the purpose of residential development, together with the balance available in the Housing Development Account; or

(b) for the purpose of mixed development, together with the balance available in the Housing Development Account; or

(c) for the purpose of commercial development,

determine the amount of deposit required to be deposited by the developer under section 81(1) of the Ordinance, which shall not be less than zero point five per cent of the estimated costs of construction or fifty thousand ringgit, whichever is higher.

(3) The Commissioner shall notify the developer of the amount of deposit in Form 28.

Mode of payment of deposit

43. The amount of deposit stated in Form 28 shall be paid by the developer to the Commissioner, in cash or bank guarantee within fourteen days from the receipt of Form 28.

Bank guarantee

44. For the purpose of sections 81(1) and (4) of the Ordinance, any bank guarantee shall—

(a) be valid for the whole of the defect liability period of the common property; and

(b) be irrevocable, unconditional and payable on demand.

Common Property Defects Account

45.—(1) The Commissioner shall place all deposits or further sums paid in cash into a separate income bearing trust account known as the Common Property Defects Account which shall be opened and maintained by the Commissioner with a bank or financial institution separately from other accounts of the local authority.

(2) The following persons shall be entitled to make a claim against the Common Property Defects Account during the defect liability period of the common property—

(a) a purchaser;

(b) a subsidiary proprietor;

(c) a joint management body;

(d) a management corporation;

(e) a subsidiary management corporation;

(f) a property manager appointed by the Commissioner under section 76(1) or 80(3) of the Ordinance;

(g) managing agent appointed by the Commissioner under section 76(4) of the Ordinance; and

(h) any other interested person, with the permission of the Commissioner.

(3) A claim against the Common Property Defects Account shall be made in Form 29 together with payment of the prescribed fee.

Notice to developer to rectify defects

46.—(1) Upon receipt of Form 29, the Commissioner shall within fourteen days give a notice to the developer specifying—

- (a) the defects of the common property which are required to be rectified;
- (b) the time within which the rectification works shall commence;
- (c) the time within which the rectification works shall be completed; and
- (d) that the rectification works shall be carried out with due diligence to the satisfaction of the Commissioner.

(2) If the developer is unable to complete the rectification works within the time period specified in the notice, the developer shall, at least seven days before the expiry of the time period, apply to the Commissioner for an extension of time, who may in his discretion, grant or refuse any extension of time within fourteen days from the date of receipt of such application.

(3) Any developer who fails to comply with subregulation (2) commits an offence and shall, on conviction, be liable to a fine not exceeding five times the amount of rectification works to be carried out.

Appointment of any person or body of persons for rectification works *etc.* by Commissioner

47.—(1) If a notice given to the developer under subregulation 46(1) has not been complied with by the developer or has not been complied with to the satisfaction of the Commissioner, the Commissioner may appoint any person or body of persons, as the case may be, for any of the following—

- (a) to quantify the works necessary to rectify the defects of the common property; and
- (b) to carry out or cause to be carried out all or any of the rectification works.

(2) The Commissioner shall give the developer notice of the appointment of a person or body of persons within fourteen days of such appointment and upon receipt of such notice, the developer shall not be entitled to carry out or continue with any rectification works without the written consent of the Commissioner.

Recovery of expenses by Commissioner

48. The Commissioner may recover all expenses reasonably incurred by him in the exercise of his powers under this Part in relation to the Common Property Defects Account, and where the cost of the rectification works exceeds the depositor further sums paid by the developer, the developer shall pay the shortfall within thirty

days after receiving a written notice from the Commissioner, failing which the developer shall pay interest at the rate of ten per cent per annum on a daily basis.

Refund of unexpended deposit or further sums

49. Any unexpended deposit or further sums deposited with the Commissioner shall be refunded to the developer together with all income earned thereof by the Commissioner within thirty days from the expiry of the defect liability period of the common property, or in the case where a notice to the developer to rectify the defects has been issued by the Commissioner under subregulation 46(1), upon the completion of the rectification works to the satisfaction of the Commissioner, whichever is later.

PART X INTER-FLOOR LEAKAGE

Meaning of inter-floor leakage

50. For the purpose of this Part, “inter-floor leakage” means any evidence of dampness, moisture or water penetration of the following—

- (a) on the ceiling that forms part of the interior of a parcel, common property or limited common property, as the case maybe; or
- (b) on any finishing material, including plaster, panel or gypsum board attached, glued, laid or applied to the ceiling that forms part of the interior of a parcel, common property or limited common property, as the case may be.

Notice that a parcel is affected by inter-floor leakage

51.—(1) A purchaser, parcel owner or subsidiary proprietor, whose parcel is affected by an inter-floor leakage may give notice to—

- (a) the developer, during the developer’s management period under Part IV of the Ordinance or during the preliminary management period under Part V of the Ordinance;
- (b) the joint management body;
- (c) the management corporation; or
- (d) the subsidiary management corporation;

as the case maybe.

(2) In a case where a property manager or managing agent has been appointed by the Commissioner, a copy of the notice given to the property manager or managing agent shall be deemed to be a notice given to the developer, the joint management body, the management corporation or the subsidiary management

corporation, as the case may be, and a copy of the notice shall be extended to the Commissioner.

(3) The requirement of notice in subregulation (1) shall not be applicable in any case of emergency and forcible entry maybe effected.

(4) In this regulation, “emergency” includes any matter or circumstance that materially increases the likelihood of flood or danger to life or property that would result from the inter-floor leakage.

Inspection of affected parcel

52. Any developer, joint management body, management corporation or subsidiary management corporation, or any property manager or managing agent appointed by the Commissioner, as the case may be, shall as soon as practically possible, or within seven days from the date of receipt of the notice given under regulation 51, carry out an inspection of the affected parcel, any other parcel and the common property or limited common property, to determine—

(a) the cause of the inter-floor leakage; and

(b) the party responsible to rectify any defect that has caused the inter-floor leakage.

Matters to be considered in determining cause of leakage

53. In determining the cause and the party responsible to rectify any defect, the following matters shall be taken into consideration—

(a) the presumption under section 129 of the Ordinance that the defect is within the parcel above the affected parcel, common property or limited common property;

(b) any defect in any water meter, waterpipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct that serves more than one parcel is a defect of the common property or limited common property;

(c) any defect in any water meter, water pipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct that serves only one parcel is a defect of that parcel, even though the water meter, water pipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct may be situated on or embedded in common property or limited common property or void space above the ceiling or wall or floor, as the case maybe; and

(d) any defect of any parcel, common property or limited common property during the defect liability period of the parcel or the common property or the limited common property, as the case may be, which is due to defective workmanship or materials or that the parcel, common property or limited common property was not constructed in accordance with the plans and description approved by the appropriate authority, shall be the

responsibility of the developer.

Certificate of inspection

54. Within five days from the date of completion of inspection of the affected parcel, any other parcel or the common property or limited common property or within such extended time as the Commissioner may grant, the developer, joint management body, management corporation or subsidiary management corporation or any property manager or managing agent appointed by the Commissioner, as the case may be, shall issue a certificate of inspection in Form 30 to state the cause of the inter-floor leakage and the party responsible to rectify it.

Inter-floor leakage caused by defective workmanship, etc. within the defect liability period

55.—(1) Where the inter-floor leakage occurs within the defect liability period of the parcel and it is due to defective workmanship or materials or that the parcel was not constructed in accordance with the approved plans and description approved by the appropriate authority, the purchaser, parcel owner or subsidiary proprietor may make a claim against the developer pursuant to the sale and purchase agreement made with the developer.

(2) Where the inter-floor leakage occurs within the defect liability period of the common property or of the limited common property, as the case maybe, and it is due to defective workmanship or materials or that the common property or limited common property was not constructed in accordance with the approved plans and description approved by the appropriate authority, the purchaser, parcel owner or subsidiary proprietor may make a claim against the Common Property Defects Account pursuant to regulation 45(3).

Inter-floor leakage caused by or attributable to a parcel

56.—(1) Where the inter-floor leakage is caused by or is attributable to a parcel or any part thereof, the purchaser, parcel owner or subsidiary proprietor of that parcel shall, without prejudice to his right to seek indemnity from any other party, shall take all necessary steps and measures to rectify the inter-floor leakage within seven days of receipt of Form 30.

(2) If he fails to do all the necessary steps mentioned in subregulation (1), the developer, joint management body, management corporation or subsidiary management corporation or any property manager or managing agent appointed by the Commissioner, as the case maybe, shall immediately take all the necessary steps and measures to rectify the inter-floor leakage and shall charge and recover all cost and expense from the party responsible to rectify the inter-floor leakage.

Inter-floor leakage caused by or attributable to common property or limited common property

57. Where the inter-floor leakage is caused by or is attributable to common property or limited common property and occurs after the defect liability period of the common property or limited common property, the developer, joint management body, management corporation, subsidiary management corporation or property manager or managing agent appointed by the Commissioner, as the case may be, without prejudice to his right to seek indemnity from any other party, shall take all necessary steps to rectify the inter-floor leakage within seven days of the date of issue of Form 30.

Access

58.—(1) The person or body carrying out the inspection of the affected parcel or any other parcel, common property or limited common property under regulation 52 or in carrying out the works to rectify the inter-floor leakage, shall have access to the affected parcel, any other parcel, common property or limited common property on seven day's written notice.

(2) Any purchaser, parcel owner, subsidiary proprietor or occupier of the affected parcel or any other parcel who fails to give access to the affected parcel or any other parcel to the person or body carrying out the inspection or in carrying out the works to rectify the inter-floor leakage pursuant to subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both.

(3) The requirement of notice in subregulation (1) shall not be applicable in any case of emergency, and forcible entry may be effected.

(4) In this regulation, "emergency" includes any matter or circumstance that materially increases the likelihood of flood or danger to life or property that would result from inter-floor leakage.

Reference to Commissioner

59.—(1) Any person who is not satisfied with any decision made against him under any of the regulations in this Part may refer to the Commissioner and the Commissioner shall determine the cause of the inter-floor leakage and the party responsible to rectify it.

(2) The Commissioner may appoint a registered architect, registered engineer, registered quantity surveyor or a registered building surveyor to assist him in such determination and the cost of such appointment shall be borne by the party responsible to rectify the inter-floor leakage.

(3) All parties shall comply with any decision made by the Commissioner.

PART XI
DAMAGE TO SEPARATION WALL

Meaning of separation wall

60. For the purpose of this Part, “a separation wall” shall mean a wall that is located between separate parcels or located between a parcel and the common property or the limited common property, as the case maybe.

Meaning of damage to a separation wall

61. For the purposes of this part, “damage to a separation wall” shall mean any evidence of dampness, moisture, water penetration or other damage as follows—

(a) on the wall that forms part of the interior of a parcel, common property or limited common property, as the case maybe; or

(b) on any finishing material, including plaster, panel or gypsum board attached, glued, laid or applied to the wall that forms part of the interior of a parcel, common property or limited common property, as the case maybe.

Provisions relating to inter-floor leakage shall apply

62. In a case where a parcel is affected by damage to a separation wall, the provisions of regulations 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 shall apply *mutatis mutandis*.

PART XII
BUILDING MAINTENANCE

Repainting of the exterior walls and external structures of the subdivided building or land and cleansing of cladding or glass curtain wall

63.—(1) The Commissioner or any other officer authorized by him may at all reasonable times, enter and inspect any part of the building or land intended to be subdivided into parcel or subdivided building or land, as the case may be, and its common property and by an order in writing direct the developer during the developer’s management period, the joint management body, the management corporation or subsidiary management corporation, as the case may be, to cause all or any part thereof including any external wall or fencing to be cleansed, whitewashed, colour-washed or painted and in such manner and such colour, if any, as may be specified in the order.

(2) The developer during the developer’s management period, the joint management body, the management corporation or subsidiary management corporation, as the case may be, shall cause all the external walls of the building or land intended to be subdivided into parcel or subdivided building or land, as the case

may be, and its common property or any part thereof including any external wall or fencing to be cleansed, whitewashed, colour-washed or painted as follows: —

(a) painting at intervals of not more than seven years or such longer interval as the Commissioner, in any particular case, may determine; and

(b) any cladding shall be inspected at the interval of every two years of which report of inspection shall be submitted to the Commissioner for his determination on the requirement for cleansing.

(3) Any person who contravenes subregulations (1) and (2) shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding one hundred thousand ringgit.

Gates and fences

64.—(1) The developer during the developer's management period, the Joint management body, the management corporation or the subsidiary management corporation shall ensure that any exterior gate or fence are repaired without delay when damaged and, if painted, are painted to the satisfaction of the Commissioner.

(2) Any person who contravenes subregulation (1) shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding one hundred thousand ringgit.

(3) In this regulation, "fence" means any dividing fence between properties (whether landed or non-landed) or along the boundary of a property (whether landed or non-landed), and includes wall fence and railings but does not include retaining walls but shall include internal railings of the common property area.

Retrofitting of exterior features

65. The developer during the developer's management period, joint management body or management corporation or subsidiary management corporation, as the case may be, shall not carry any retrofitting of exterior features of a building or land intended to be subdivided into parcel or subdivided building or land, as the case may be, unless building plans for such work has been approved by the local authority.

Unsafe exterior feature

66.—(1) Any person responsible for an exterior feature of a building who, without reasonable ground, fails to keep or maintain the exterior feature in such manner as to be securely fixed to the building and as will prevent any collapse, partly or wholly, of such exterior feature or its support shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding twelve months or to both.

(2) In any proceedings for an offence under this regulation, it shall be

presumed, in the absence of proof to the contrary, that the person responsible for an exterior feature of a building has failed to keep or maintain the exterior feature in such manner as to be securely fixed to the building and as will prevent any collapse, partly or wholly, of such exterior feature or its support, if it is proved —

(a) that the exterior feature or part thereof has collapsed or fallen; and

(b) that there is damage to, deterioration or other disrepair of the exterior feature or its support not caused by accident or acts of nature, including but not limited to fire, explosion, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake or landslide.

(3) If a person is charged with an offence under subregulation(1), it shall be a defence for him to prove that there is a defect in any part, or the whole, of such exterior feature or its support caused by materials or work supplied by anyone other than the person responsible.

(4) Without prejudice to subregulation (3), a person responsible for an exterior feature shall not, by virtue of subregulation (1), be guilty of an offence if —

(a) not later than the seventh day after service on him of any notice alleging that he has been guilty of such offence, he furnishes by statutory declaration to the Commissioner, the name and address of the contractor, property manager or managing agent or other person appointed by the person responsible to manage and maintain the exterior feature at all relevant times; and

(b) he satisfies the court that he relied, in good faith and after making proper inquiry (if the circumstances indicated the need for inquiry of the advice or services), on professional or expert advice or other services given or rendered by the contractor, property manager or managing agent or other person in relation to the exterior feature concerned.

(5) A statutory declaration made under subregulation (4) if produced in any proceedings against the person named therein and in respect of the offence concerned shall be prima facie evidence that the person had charge and control of the management and maintenance of the exterior feature at all relevant times relating to that offence.

Casement windows

67.—(1) For the purposes of this subregulation—

(a) all windows of a parcel, that are located on any exterior wall of the parcel, being either louvres, casement windows, sliding windows or windows with any movable part, shall be part of the parcel and not common property; and

(b) all other windows of a parcel, that are located on any exterior wall of the parcel, shall be common property, unless otherwise described in a strata

subdivision plan.

(2) Application of this part shall apply to casement windows which—

(a) are installed on or form part of the exterior of any subdivided building;

(b) open outwards; and

(c) fitted with aluminium rivets, stainless steel rivets or metal hinges and metal screws at the variable geometry stays.

(3) The prescribed lifespan in relation to any casement window to which this regulation applies shall be ten years reckoned from—

(a) the date of the occupation permit (or its equivalent) is issued in respect of the building on which the casement window is installed; or

(b) in any case where the casement window was installed or replaced after the date referred to in paragraph (a), the date on which the last installation or replacement of that window was completed.

Retrofitting by competent contractor

68.—(1) No person shall retrofit any casement window unless—

(a) he is a competent contractor; or

(b) he is doing so under the supervision and guidance of an engineer.

(2) No competent contractor shall retrofit, or supervise and guide the retrofitting of, any casement window unless he is—

(a) a director;

(b) a partner;

(c) the sole proprietor; or

(d) an employee,

of a competent contractor.

(3) Any person who contravenes subregulation (1) or (2) shall be guilty of an offence, on conviction, be liable to a fine of not less than ten thousand ringgit but not more than one hundred thousand ringgit.

Retrofitting requirements

69.—(1) Every competent contractor engaged to carry out retrofitting of any casement window shall—

(a) retrofit the casement window by replacing all its aluminium rivets, metal hinges and screws at the variable geometry stays with stainless steel rivets, stainless steel hinges and screws or its equivalent; and

(b) immediately after retrofitting the window but before leaving the site of the retrofitting, take all necessary steps to ensure that the casement window had been properly and securely retrofitted.

(2) Any competent contractor who fails to comply with subregulation (1) shall be guilty of an offence and shall be liable on conviction to a fine not less than ten thousand ringgit but not more than five hundred thousand ringgit.

Retrofitting report

70. The person responsible shall, as soon as is reasonably practicable after the retrofitting works have been completed, submit a report of the completed retrofitting works to the Commissioner in such form as the Commissioner shall determine.

Periodical inspection of subdivided buildings

71.—(1) This regulation shall apply only to a subdivided building exceeding five storeys or fifteen metres in height and any storey of subdivided building which is or at a level lower than the ground storey shall be deemed to be a storey.

(2) The Commissioner may, without prejudice to its powers under the Ordinance, by a notice in writing served on the management corporation of a subdivided building, require the subdivided building to be inspected—

(a) after the tenth year commencing from the date the first occupation permit in respect of the subdivided building was issued; and

(b) thereafter at intervals of not more than ten years from the date of the completion of the last inspection of the subdivided building under this regulation.

(3) The management corporation of a subdivided building shall, upon receipt of a notice under subregulation (2), cause the subdivided building to be inspected within the time specified in the notice by a competent person to be appointed by the management corporation.

(4) The Commissioner may for the purpose of periodical inspection issue a direction with regards to methods of inspection to be carried out.

(5) Without prejudice to the right of the Commissioner to exercise its powers and recover expenses under this regulation any management corporation of a subdivided building who contravenes or fails to comply with a notice under subregulation (2) shall be guilty of an offence.

(6) The Minister may, by Order in the *Gazette*, provide for the application of this regulation with such adaptations or modifications as may be specified therein to a subdivided building in respect of which no occupation permit has been issued by the local authority.

(7) The Commissioner may, if he is satisfied after evaluating the visual inspection report or the full structural investigation report and recommendations of the competent person submitted under subregulation (3) as the case may be, and after consulting the Chief Inspector of Buildings and acting in accordance with his advice or direction to—

- (a) accept it in full;
- (b) reject it;
- (c) accept part of it, or
- (d) obtain a second opinion on it.

(8) The Commissioner, with the concurrence of the Chief Inspector of Buildings, may thereafter -

(a) issue an order to the management corporation of the subdivided building to take the necessary measures to rectify or remedy any defect, deformation or deterioration as recommended by the competent person within such period as the Commissioner may specify; or

(b) issue an order to the management corporation of the subdivided building for closure and demolition of the building.

(9) Before exercising its powers under subregulation (8), the Commissioner shall, if it is reasonably practicable to do so, serve a copy of the order made thereunder to every subsidiary proprietor of the subdivided building.

(10) Any person who fails to comply with an order given under subregulation (8) shall be guilty of an offence: Penalty, a fine of twenty thousand ringgit and imprisonment for three years and, in the case of a continuing offence, a further fine of five hundred ringgit for every day during which the offence is continued upon conviction.

PART XIII

LIFT, ESCALATOR AND MECHANICAL FLOOR (TRANSFER FLOOR) MAINTENANCE

Operation, examination, inspection, testing, maintenance etc. of lifts and escalators

72. The developer during developer's management period, joint management body, management corporation or subsidiary management corporation, as the case may be, shall maintain lifts and escalators, as the case may be, in a state of good and serviceable repair and when necessary, replace or upgrade the features and fittings of same in the development for use or enjoyed by occupiers of two or more parcels in accordance with -

- (a) Factory and Machineries Act 1967 [*Act 139*] and rules,

regulations and guidelines made thereunder; and

(b) Occupational Safety & Health Act 1994 [*Act 514*] and rules, regulations and guidelines made thereunder.

Mechanical floor

73. The developer during developer's management period, joint management body, management corporation or subsidiary management corporation, as the case may be, shall ensure that all utilities, equipment, storage tanks, plants and machineries located and installed at the transfer floor for the purpose of providing necessary services for the enjoyment of two or more parcels be maintained, service and upkeep regularly in accordance with standard engineering practice.

PART XIV ENFORCEMENT

Order requiring attendance of any person

74. Any order in writing by the Commissioner or authorized officer to require the attendance of any person under section 120(1) of the Ordinance, shall be in Form 31.

Order to provide translation

75. Any requisition orally or in writing by the Commissioner or the authorized officer to any person to furnish a translation under section 123(1) shall be in Form 32.

PART XV OFFENCES

Aiding and abetting

76. Any person who knowingly and wilfully aids, abets, counsels, procures or commands the commission of any offence under any provision of these Regulations shall on conviction, be liable to a fine not exceeding twenty thousand ringgit or to a term of imprisonment not exceeding three years or to both.

PART XVI MISCELLANEOUS

Obstruction

77. Any person who obstructs, hinders or impedes the Commissioner, or any other person acting under the authorisation of the Commissioner, in the performance or execution of his or her duty or anything which he or she is authorised, empowered or required to do under these Regulations shall be guilty of an offence and shall be liable on conviction to a fine not exceeding twenty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Compoundable Offences

78. All offences under these Regulations are prescribed to be compoundable offences for the purposes of section 124 read together with section 137(g) of the Ordinance.

Recovery of any sum as a civil debt

79.—(1) Without prejudice to any other legal remedy, any sum or penalty due to the Commissioner accruing under this Regulations may be recovered by the Government as a civil debt.

(2) In any proceedings before a court to recover the sum due to the Commissioner or penalty, if any, under subsection (1), the production of a certificate signed by the Commissioner stating the amount due and payable to the Commissioner shall be sufficient evidence of the amount owing by any person under these Regulations and sufficient authority for the court to enter judgment for that amount.

FIRST SCHEDULE

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

(Regulation 3)

PRESCRIBED FEES

<i>No.</i>	<i>Subject matter</i>	<i>Form</i>	<i>Amount of fee (RM)</i>
1.	Filing of strata subdivision plan	1	5.00 per parcel
2.	Filing of revised strata subdivision plan	2	5.00 per parcel
3.	Filing of amended strata subdivision plan	3	10.00 per parcel
4.	Filing of revised amended strata subdivision plan	4	10.00 per parcel on the affected parcel only
5.	Filing of strata subdivision plan in respect of allocated share units	5	5.00 per parcel
6.	Certificate of amount payable by parcel owner/ prospective purchaser	13	10.00
7.	Filing management agreement	-	20.00
8.	Filing of bond	15	20.00
9.	Filing sworn application for warrant of attachment	24	20.00
10.	Notice of Claim Against Common Property Defects Account	29	50.00

SECOND SCHEDULE

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 1

(Regulation 5(1))

FORM TO BE FILED WITH STRATA SUBDIVISION PLAN

To:

Commissioner of Buildings
[Name of local authority]

Name of developer	
Name of development (Note 1)	
Title particulars of development	
Total no. of buildings/blocks in development (including buildings in which parcels have been sold prior to commencement of Strata Management Ordinance, 2019 [<i>Cap. 76</i>], if any, and including provisional blocks (if any) (Note 2)	
Total no. of provisional blocks (if any)	
Total proposed share units for development (including buildings in which parcels have been sold prior to the commencement of the Strata Management Ordinance, 2019 [<i>Cap. 76</i>], if any and including the proposed quantum of provisional share units of provisional blocks (if any) (Note 3)	
Total proposed quantum of provisional share units for provisional blocks (if any)	

1. Pursuant to section 5(1) of the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”), we now file with you one set of the strata subdivision plan (Note 4) in respect of the above development, with the following plan number(s):

SSP No:..... SSP No:

*2. In the case of any phased development specified under section 5(2) of the Ordinance, we undertake to file with you an amended strata subdivision plan, showing the proposed allocation of the provisional share units among the new parcels in the provisional block, before we sell any parcel or proposed parcel in any provisional block.

3. The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:.....

.....
 Signature of director of developer/*authorised signatory
 Name:.....
 NRIC No./*Passport No.....
 *Designation:.....

** delete whichever is not applicable*

Note:

(1) For example, “Country Heights Apartment”.

(2) For example, in a development comprising 3 buildings, i.e. Building A, Building B and Building C, the developer has sold all parcels in Building A and some but not all parcels in Building B, prior to the commencement of the Ordinance, and Building C is intended to be a phased development, the total number of buildings in the development area is three. The developer shall file a strata subdivision plan under section 5(1) of the Ordinance before he sells any unsold parcels in Building B (and the strata subdivision plan shall include the parcels in Building A). The developer shall file an amended strata subdivision plan under section 5(2) of the Ordinance before he sells any parcel or proposed parcel in Building C.

(3) For example, in a development comprising 3 buildings, i.e. Building A, Building B and Building C, the developer has sold all parcels in Building A and some but not all parcels in Building B, prior to the commencement of the Ordinance, and Building C is intended to be a phased development, the total proposed share units for the development shall include the proposed share units for Building A, Building B and Building C.

(4) Six copies of Form 1 shall be filed and one set of the schedule of parcels shall be attached to each Form 1. The strata subdivision plan shall be prepared in accordance with section 6 of Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75].

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing of strata subdivision plan	
Reference no. assigned by Commissioner to strata subdivision plan	
Date when copy of strata subdivision plan has been signed by Commissioner and returned to the developer	
Signature and rubber stamp Commissioner	

STRATA MANAGEMENT ORDINANCE, 2019
 STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 2

(Regulation 5(3))

FORM TO BE FILED WITH REVISED STRATA SUBDIVISION PLAN

To:
 Commissioner of Buildings
[Name of local authority]

Name of developer	
Name of development (Note 1)	
Title particulars of development	
Date of filing strata subdivision plan with Commissioner	
Reference no. assigned to the strata subdivision plan	

	As stated in the strata subdivision plan	As stated in the revised strata subdivision plan (if applicable)
Total no. of buildings/blocks (including provisional blocks, if any)		
Total no. of provisional blocks (if any)		
Total proposed share units for development (including the proposed quantum of provisional share units of provisional blocks, if any)		
Total proposed quantum of provisional share units for provisional blocks (if any)		

1. Pursuant to regulation 5(3) of the Strata Management (Maintenance and Management) Regulations, 2022, we now file with you one set of a revised strata subdivision plan (Note 2) in respect of the above development area, with the following plan number(s)

SSP No:..... SSP No:.....

*2. In the case of any phased development specified under section 5 (2) of the Strata Management Ordinance, 2019 [*Cap. 76*], we undertake to file with you an amended strata subdivision plan showing the proposed allocation of the provisional share units among the new parcels in the provisional block, before we sell any parcel or proposed parcel in any provisional block.

3. The prescribed fee of RM.....is attached (Cash/Cheque No.....). Dated:.....

.....
 Signature of director of developer/*authorised signatory
 Name:.....
 NRIC No./*Passport No.....
 *Designation:.....

** delete whichever is not applicable*

Note:

(1) For example, “Country Heights Apartment”.

(2) Six copies of Form 2 shall be filed and one set of the revised schedule of parcels shall be attached to each Form 2. The revised strata subdivision plan shall be prepared in accordance with section 6 of Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*].

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing revised strata subdivision plan	
Reference no. assigned by Commissioner to revised strata subdivision plan	
Date when copy of revised strata subdivision plan has been signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 3

(Regulation 6(1))

FORM TO BE FILED WITH AMENDED STRATA SUBDIVISION PLAN

To:
 Commissioner of Buildings
[Name of local authority]

Name of developer	
Name of development (Note 1)	
Title particulars of development	
Date of filing amended strata subdivision plan/*revised strata subdivision plan with Commissioner	
Reference no. assigned to the strata subdivision plan /*revised strata subdivision plan	
No. of provisional blocks stated in strata subdivision plan /*revised strata subdivision plan	
Proposed quantum of provisional share units for provisional block(s) in strata subdivision plan/*revised strata subdivision plan	

1. Pursuant to section 5(2) of the Strata Management Ordinance, 2019 [*Cap. 76*], we now file with you one set of the amended strata subdivision plan (Note 2) showing the proposed allocation of the provisional share units among the new parcels in the provisional block(s) specified in the amended strata subdivision plan, with the following plan number(s):

SSP No:..... SSP No:.....

2. The prescribed fee of RM.....is attached
(Cash/Cheque No.....).

Dated:.....

Signature of director of developer/*authorised signatory

Name:.....

NRIC No./Passport No.....

*Designation:.....

** delete whichever is not applicable*

Note:

(1) For example, “Country Heights Apartment”.

(2) Six copies of Form 3 shall be filed and one set of the amended schedule of parcels shall be attached to each Form 3. The amended schedule of parcels shall be prepared in accordance with section 17 of Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75].

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing strata subdivision plan/*revised strata subdivision plan with Commissioner	
Reference no. assigned to strata subdivision plan/*revised strata subdivision plan	
Date of filing the amended strata subdivision plan	
Reference no. assigned to the amended strata subdivision plan	
Date when copy of the amended strata subdivision plan signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 4

(Regulation 6 (2))

FORM TO BE FILED WITH REVISED AMENDED STRATA SUBDIVISION PLAN

To:
Commissioner of Buildings
[Name of local authority]

Name of developer	
Name of development (Note 1)	
Title particulars of development	
Date of filing amended strata subdivision plan with Commissioner	
Reference no. assigned to the amended strata subdivision plan	

	As stated in the amended strata subdivision plan	As stated in the revised amended strata subdivision plan (if applicable)
Total no. of buildings/blocks (including provisional blocks, if any)		
Total no. of provisional blocks (if any)		
Total proposed share units for development area (including the proposed quantum of provisional share units of provisional blocks, if any)		
Total proposed quantum of provisional share units for provisional blocks (if any)		

1. Pursuant to regulation 6(2) of the Strata Management (Management and Maintenance) Regulations, 2022, we now file with you one set of revised amended strata subdivision plan (Note 2) in respect of the above development, with the following plan number(s):

SSP No:..... SSP No:

2. The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:.....

.....
 Signature of director of developer/*authorised signatory
 Name:.....
 NRIC No./Passport No.....
 *Designation:.....

** delete whichever is not applicable*

Note:

(1) For example, “Country Heights Apartment”.

(2) Six copies of Form 4 shall be filed and one set of the revised amended strata subdivision plan shall be attached to each Form 4. The revised amended strata subdivision plan shall be prepared in accordance section 17 of Strata (Subsidiary Titles) Ordinance, 2019 [**Cap. 75**].

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing revised amended strata subdivision plan	
Reference no. assigned by Commissioner to revised amended strata subdivision plan	
Date when copy of revised amended strata subdivision plan has been signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 5

(Regulation 8)

ASSIGNMENT OF ALLOCATED SHARE UNITS

To:
Commissioner of Buildings
[Name of local authority]

Name of development (Note 1)	
Name of developer	
Title particulars of development	
Name of person/body assigning the allocated share units (Note 2)	
Total no. of parcels/units to be assigned with allocated share units	
Total allocated share units to be assigned	

1. We, the person or body who has a duty or is responsible under Part IV of Strata Management Ordinance, 2019 [*Cap. 76*] (“the Ordinance”) to manage and maintain the building or land intended for subdivision into parcels and the common property in the above development, declare that no share units have been assigned for each parcel in the above development.

or

I, being the person appointed by the Commissioner under regulation 8(2) of the Strata Management (Management and Maintenance) Regulations, 2022 (“the Regulations”) to assign the allocated share units for each parcel in the above development, declare that no share units have been assigned for each parcel in the above development.

2. Pursuant to section 7(1) of the Ordinance/*regulation 8(3) of the Regulations, I/*we now file with you the allocated share units of each parcel assigned by me/*us in accordance with section 12 of Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*] —

[TO BE USED FOR EACH BUILDING/BLOCK]

Building /Block no..... No. of parcels/units
 Total allocated share units assigned for the building/block

Parcel/Unit No.	Allocated share units	Floor Area (sq. m)	Usage

Dated:.....

.....
 Signature of authorised signatory of developer/*joint management body / * person / body appointed by Commissioner/*appointed under regulation 8(2).

Name:.....

NRIC No./*Passport No.....

*Designation.....

**delete whichever is not applicable*

Note:

- (1) For example, "Country Heights Apartment".
- (2) For example, "Badan Pengurusan Bersama Country Heights Apartment".

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing of assignment of allocated share units	
Reference no. assigned by Commissioner	
Date when copy of assignment of allocated share units signed by Commissioner and returned to person or body managing building or land intended to be subdivided into parcels	
Signature and rubber stamp of Commissioner	

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 6

(Regulation 10)

HANDING OVER BY DEVELOPER TO JOINT MANAGEMENT BODY

To:

[Name and address of joint management body]

Name of developer	
Name of development (Note 1)	

We, as the developer responsible to maintain and manage the building or land intended to be subdivided into parcels and the common property in the above development during the developer’s management period, pursuant to section 14(1) of the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”), now –

1. Transfer all balance of monies in the maintenance account and in the sinking fund account as follows:

Amount of balance in maintenance account:	RM.....
Cheque No.:.....	
Amount of balance in sinking fund account:	RM.....
Cheque No.:.....	

2. Hand over to the joint management body the following –

(a) the keys to the administration office set aside by us under section 8(3)(a) of the Ordinance;

(b) *the audited accounts of the maintenance account and the sinking fund account as at [date];

*(if such accounts have not been audited), the unaudited accounts of the maintenance account and the sinking fund account as at [date], and we undertake that we shall, not more than three months after the expiry of the developer’s management period, hand over to you the audited accounts up to the date of transfer of the balances of monies aforesaid;

(c) all the assets of the development, including all keys, consisting of-

.....
 (brief description of the assets being handed over);

(d) all records relating to and necessary for the management and maintenance of the buildings or lands intended to be subdivided into parcels and the common property of the development consisting of:

.....
 (brief description of the records being handed over); and

(e) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account consisting of:

.....
(brief description of the invoices, receipts and payment vouchers being handed over).

3. Deliver to you certified true copy of all of the following documents:

(a) a copy of all approved building plans (including as-built plans) or any approved amendment thereto under the Building Ordinance, 1994 [Cap. 8] for the buildings or lands intended to be subdivided into parcels relating to the development and a copy of the occupation permit;

(b) *(if the developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan) a copy of a document in our possession that indicates, as far as practicable, the actual location of any pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved building plan or any approved amendment thereto under the Building Ordinance, 1994 [Cap. 8]:

.....
(brief description of the document);

(c) a copy of the following contracts entered into by us in respect of the management or maintenance of any building or land intended to be subdivided into parcels and the common property comprised in the development:

.....
[brief description of the contracts];

(d) a copy of the following:

* SSP No:..... filed with the Commissioner under section 5(1) or (2) on.....;

*a copy of the strata plan filed by the Superintendent under the provisions of the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75]; and

(e) the names and addresses of the following contracts, subcontracts and persons who supplied labour or materials to the development during the construction of the building or land intended to be subdivided into parcels and the common property comprised in the development:

.....
[state name and address of each contractor, subcontractor or supplier];

(f) the following warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer’s documentation and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property, including any warranty or information provided to the developer by any person referred to in paragraph 3(e) above:

.....
[brief description of the warranties, manuals, etc.];

(g) the register of parcel owners; and

(h) the original copy of the following insurance policies effected by us under the Ordinance:

.....
[brief description of the insurance policies].

Dated:.....

Signature of director of developer/*authorised signatory

Name:.....

NRIC No./*Passport No

*Designation:.....

** delete whichever is not applicable*

Note:

- (1) For example “Country Heights Apartment”.
- (2) Additional documentations required under item 3

Statutory Documents

- Certified true copy of occupation permit
- Original quit rent receipt
- Original assessment receipt
- Certified true copies of planning approval, building approval and all statutory approvals
- A copy of Architectural approved building plans inclusive of authority endorsed amended as-built plans (coloured copy, if any)
- BOMBA approved building plans, inclusive of authority endorsed amended as-built plans (coloured copy), if any
- Forms C1, C2 & C3 for all BOMBA related installations; i.e. fire door-sets, emergency lights compiled by the building contractor
- A copy of Approval and Approved Roads & Drains Layout Plan
- A copy of Approval and Approved Sewerage Layout Plan
- A copy of Approval and Approved Water Reticulation Plan (including hydrant)
- A copy of Approved External Electrical Plan (including ELV)
- Schedule of Parcels (Strata Title Plans) that indicate individual parcels, accessory parcels and common property areas with share unit allocation. The document must be a certified true copy prepared by the Land Surveyor

Civil & Structural Works

- Structural drawings and calculations including pilings and foundation drawings as lodged with the approving authority.
- As-built Roads & Drains Layout Plan
- As-built Sewerage Layout Plan
- As-built Water Reticulation Plan (include hydrant)

Mechanical & Electrical Work

a. External work M&E plans for

- Electricity power cable (underground and overhead) and street lights/compound lights, CCTV cabling, etc
- Telephone cable including duct and manhole
- Sewerage line and manhole
- Water reticulation and hydrant
- Boom gate and card access system
- Guard house and Building Automatic Control
- Garden landscape irrigation

b. Internal work M&E plans for

- Lifts
- Mechanical & electrical services and security equipment, etc.
- Suction tanks, water riser and water tanks
- Water supply, wastewater plumbing system and rainwater harvesting system
- Fire protection systems
- Electrical system
- ELV system including alarm, intercom, CCTV
- Building maintenance unit (Gondola)

Landscaping Plans

- Approved Landscape Plans

As-built Drawings from Specialist Contractors for Building and Interior works

- Roofing Systems – framing (for trusses and structural framing) and roof covering
- Aluminium and Glazing Systems to facades, canopies and external wall cladding
- Built-in cabinets, appliances and accessories

Warranties Certificate and Trade Brochures (Original)

- Roofing systems – structural framing and roof coverings, gutter, etc.
- RWDP and accessories, and rainwater dispersal system
- Aluminium and glazing systems to facades and external wall cladding, including frameless systems, accessories, sealants and coatings systems
- External wall paint systems inclusive of specifications
- Ironmongery, locksets, sanitary wares and fittings
- Waterproofing systems to RC flat roof, swimming pools, water retaining structures, tanks, planter boxes, toilets and wet areas
- Ceilings external and internal areas, eaves, soffits and ceiling systems
- Mechanical and Electrical Equipment
- Anti Termite

Operations and Maintenance Manuals (Including M&E of internal and external works)

- Air conditioning and mechanical ventilation systems
- Electrical system as well as lightning arrestor and earthing system
- MATV (Centralised television facilities)
- Sanitary plumbing system
- Cold water plumbing (domestic water)
- Lifts (elevators) system
- Fire protection system
- Landscape irrigation system
- Swimming pool and water feature system
- Building automation system
- Security card access, CCTV, video intercom system
- Centralised Liquidified Petroleum Gas (LPG) system
- Annual service contracts

Green Building Maintenance Guidelines

Where the developer has obtained a green rating for the building, the developer is expected to compile and provide a Green Building Maintenance Manual. The manual includes guidelines for efficient maintenance and economical operations for the building and common property to maintain its green rating.

Contact Details of Suppliers

- Paint
- Stone
- Tiles
- Ceilings
- All built-in furniture, fittings & equipment supplied and installed within private individual units and common areas
- Kitchen appliances
- Electrical & lamp fittings
- Ironmongery
- Security systems
- Any specialist systems used

Maintenance Records of Defects

The maintenance records are historical records of defects and their appropriate remedies, so that a preventive maintenance plan can be created for the building and common property (to ensure previous defects do not occur again). The records must include the following:

- Records of resident complaints on common property defects
- Work method statement of rectification of defects by the contractors
- Documented records of rectification work completed by the contractors during the developer's Defect Liability Period
- Defects that were recorded and were not rectified during the Defect Liability Period

ACKNOWLEDGEMENT OF RECEIPT BY JOINT MANAGEMENT BODY

Date of receipt of Form 6 and all items and documents mentioned in Form 6	
Name and signature of authorised signatory of joint management body	

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 7

(Regulation 11)

NOTICE OF FIRST ANNUAL GENERAL MEETING OF JOINT MANAGEMENT BODY

To:

All purchasers in *[state name of development]*

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of all purchasers in *[state name of development]* convened under section 17(1) of the Strata Management Ordinance 2019 [**Cap. 76**] (“the Ordinance”), will be held at..... *[state address]*, on*[state day]*, *[state date]*, at*a.m./*p.m., for the following purposes:

AGENDA

(a) to determine the number of members of the joint management committee and to elect the members of the joint management committee;

(b) to approve the annual budget prepared by the developer;

(c) to determine the amount to be paid by a parcel owner as the maintenance charges, and contribution to the sinking fund;

(d) to determine the rate of interest payable by a parcel owner in respect of any late payment of maintenance charges or contribution to the sinking fund by the parcel owner;

(e) to consider the audited accounts in respect of the maintenance account and the sinking fund account prepared by an approved company auditor appointed by the developer, up to a date not earlier than three months before the general meeting;

(f) to confirm the taking over of insurances effected by the developer under the Ordinance;

(g) to make any by-laws;

(h) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account the joint management body, for the period fixed by this general meeting; and

(i) to consider any other matter connected with management and maintenance of the common property of the building or land intended to be subdivided into parcels.

TAKE FURTHER NOTICE THAT any purchaser may by notice in writing sent to the office of the developer stated herein, not less than seven days before the time for holding the meeting, require an inclusion of a motion as set out in the notice in the agenda of this first annual general meeting.

Dated:.....

Signature of director of developer/*authorised signatory

Name:.....

NRIC No./*Passport No.:.....

*Designation:.....

Office:.....[state address of developer]

** delete whichever is not applicable*

NOTE:

1. One half of the purchasers entitled to vote present, either in person or by proxy, shall constitute a quorum at a general meeting. If within half an hour after the time appointed for a general meeting a quorum is not present, those purchasers entitled to vote who are present shall constitute a quorum.

2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a purchaser or his proxy.

3. Each purchaser (who is not a co-purchaser) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of allocated share units attached to his parcel.

4. A purchaser shall not be entitled to vote if, on the seventh day before the date of the meeting, all or any part of the maintenance charges or contribution to the sinking fund or any money due and payable in respect of his parcel are in arrears.

5. Co-purchasers may vote by means of a jointly appointed proxy or appointing any one of them or any other person. In the absence of a proxy, co-purchasers shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any one co-purchaser may demand a poll. On a poll, each co-purchaser shall be entitled to such number of the votes attaching to his parcel as is proportionate to his interest in the parcel.

6. A proxy shall be entitled to vote on a show of hands or on a poll.

7. A proxy need not be a purchaser. A person may act as proxy for only one purchaser at any one general meeting.

8. An instrument appointing a proxy shall be in writing under the hand of the purchaser making the appointment or his attorney. If the purchaser appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.

9. A purchaser may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the address of the developer stated in this notice of meeting not less than forty-eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE JOINT MANAGEMENT BODY

FORM OF PROXY

To:

[Name and address of the developer as stated in the notice of meeting]

I/*We

.....
(Full name)

NRIC No. /*Passport No./*Company No./*Registration No.:of
(address).....

*am a purchaser/*are co-purchasers in respect of Parcel No./Unit No.:

*Building No./Block No. _____ at _____(name of development), and appoint:

.....
(Full name)

NRIC No. /*Passport No:
.....
of (address)

.....
as my/*our proxy to vote for me/*us at the first annual general meeting of the joint management
body in respect of(name of development) to be held at
.....(address) on(day).....(date)
at _____a.m./*p.m. or at any adjournment thereof.

Dated: _____

.....
*Signature/*seal of Purchaser

Name:.....

*Designation:.....

* delete whichever is not applicable

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 8

(Regulation 12)

NOTICE OF RESOLUTION CONFIRMING MAINTENANCE CHARGES, CONTRIBUTION TO THE SINKING FUND AND RATE OF INTEREST DETERMINED BY JOINT MANAGEMENT BODY

To:

.....
[Name and address of purchaser who constitute the joint management body]
Parcel No./Unit No.:
Share units assigned to parcel / unit:
Name of joint management body:

WHEREAS pursuant to paragraph 1(1)(b) of the Third Schedule of the Strata Management Ordinance 2019 [Cap. 76] ("the Ordinance"), the joint management body shall determine and impose the maintenance charges to be deposited into the maintenance account and pursuant to paragraph 1(1)(c) of the Third Schedule of the Ordinance, the joint management body may determine and impose the contribution to the sinking fund account, and pursuant to section 23(3) of the Ordinance, the amount of maintenance charges shall be determined in proportion to the allocated share units of each parcel/unit

TAKE FURTHER NOTICE THAT at a general meeting of the joint management body held on (date) it was resolved that:

(1) the amount of maintenance charges imposed on you as the parcel owner of the above parcel/unit shall be in accordance with the following rate:

[state the rate per share unit for the parcel/unit]

(2) the amount of contribution to the sinking fund imposed on you as the parcel owner of the above parcel/unit shall be in accordance with the following rate:

[state the rate per share unit for the parcel/unit]

(3) the rate of interest payable in respect of any late payment of the maintenance charges or contribution to the sinking fund is%.

Yours faithfully,

.....
Signature of authorised signatory of joint management body

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 9
(Regulation 13)

CERTIFICATE OF ESTABLISHMENT OF THE JOINT MANAGEMENT BODY

Name of development (Note 1)	
Name of developer	
Title particulars of development (Note 3)	

This is to certify that a joint management body by the name of
JOINT MANAGEMENT BODY with its address at
 was established in accordance with section
 18(2) of the Strata Management Ordinance, 2019 *[Cap. 76]* on
 (Note 2).

This is to certify that:

1. the joint management body shall be a body corporate having perpetual succession and a common seal; and
2. the joint management body may sue and be sued in its name.

Dated:.....

.....
 Signature of Commissioner of Buildings/authorised signatory
[Name of local authority]

Note:

- (1) For example, “Country Heights Apartment”.
- (2) Date of the first annual general meeting of the joint management body.
- (3) Parent Lot No.

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 10
(Regulation 14)

HANDING OVER BY JOINT MANAGEMENT BODY TO MANAGEMENT CORPORATION

To:
[Name and address of management corporation]

Name of development (Note 1)	
Name of joint management body	

We, as the joint management body responsible to manage and maintain the building or land intended to be subdivided into parcels and the common property in the above development, pursuant to section 25(2) of the Strata Management Ordinance, 2019 *[Cap. 76J]* (“the Ordinance”), now –

1. Transfer all balance of monies in the maintenance account and in the sinking fund account as follows:

Amount of balance in maintenance account:	RM.....
Cheque No.:.....	
Amount of balance in sinking fund account:	RM.....
Cheque No.:.....	

2. Hand over to the management corporation the following –

(a) *a copy of the by-laws made by the joint management body under section 30(2) of the Ordinance;

(b) *the audited accounts of the maintenance account and the sinking fund account of the joint management body as at *[date]*;

**(if such accounts have not been audited)*, the unaudited accounts of the maintenance account and the sinking fund account as at *[date]*, and we undertake that we shall, not more than three months from the date of the first annual general meeting of the management corporation, hand over to you the audited accounts of the joint management body;

(c) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account up to the date of handing over;

(d) all the assets and liabilities of the joint management body and all keys, consisting of —
.....
(brief description of the assets being handed over);

(e) the following documents delivered by the developer to the joint management body during the handing over by the developer to the joint management body —
.....
(brief description of the documents delivered by the developer);

(f) all records relating to the subdivision of the building or land into parcels and common property; and

(g) all records relating to and necessary for the management and maintenance of the building or land intended to be subdivided into parcels and the common property, consisting of –

.....
(brief description of the records being handed over)

** delete whichever is not applicable*

Dated:

.....
Signature of authorised signatory of joint management body

Name:.....

NRIC No./*Passport No.....

Designation.....

Note:

- (1) For example, “Country Heights Apartment”.
- (2) Additional documentations required under item 3

Statutory Documents

- Certified true copy of occupation permit
- Original quit rent receipt
- Original assessment receipt
- Certified true copies of planning approval, building approval and all statutory approvals
- A copy of Architectural approved building plans inclusive of authority endorsed amended as-built plans (coloured copy, if any)
- BOMBA approved building plans, inclusive of authority endorsed amended as-built plans (coloured copy), if any
- Forms C1, C2 & C3 for all BOMBA related installations; i.e. fire door-sets, emergency lights compiled by the building contractor
- A copy of Approval and Approved Roads & Drains Layout Plan
- A copy of Approval and Approved Sewerage Layout Plan
- A copy of Approval and Approved Water Reticulation Plan (including hydrant)
- A copy of Approved External Electrical Plan (including ELV)
- Schedule of Parcels (Strata Title Plans) that indicate individual parcels, accessory parcels and common property areas with share unit allocation. The document must be a certified true copy prepared by the Land Surveyor

Civil & Structural Works

- Structural drawings and calculations including pilings and foundation drawings as lodged with the approving authority.
- As-built Roads & Drains Layout Plan
- As-built Sewerage Layout Plan
- As-built Water Reticulation Plan (include hydrant)

Mechanical & Electrical Work

a. External work M&E plans for

- Electricity power cable (underground and overhead) and street lights/compound lights, CCTV cabling, etc.
- Telephone cable including duct and manhole
- Sewerage line and manhole
- Water reticulation and hydrant
- Boom gate and card access system
- Guard house and Building Automatic Control
- Garden landscape irrigation

b. Internal work M&E plans for

- Lifts
- Mechanical & electrical services and security equipment, etc.
- Suction tanks, water riser and water tanks
- Water supply, wastewater plumbing system and rainwater harvesting system
- Fire protection systems
- Electrical system
- ELV system including alarm, intercom, CCTV
- Building maintenance unit (Gondola)

Landscaping Plans

- Approved Landscape Plans

As-built Drawings from Specialist Contractors for Building and Interior works

- Roofing Systems – framing (for trusses and structural framing) and roof covering
- Aluminium and Glazing Systems to facades, canopies and external wall cladding
- Built-in cabinets, appliances and accessories

Warranties Certificate and Trade Brochures (Original)

- Roofing systems – structural framing and roof coverings, gutter, etc.
- RWDP and accessories, and rainwater dispersal system
- Aluminium and glazing systems to facades and external wall cladding, including frameless systems, accessories, sealants and coatings systems
- External wall paint systems inclusive of specifications
- Ironmongery, locksets, sanitary wares and fittings
- Waterproofing systems to RC flat roof, swimming pools, water retaining structures, tanks, planter boxes, toilets and wet areas
- Ceilings external and internal areas, eaves, soffits and ceiling systems
- Mechanical and Electrical Equipment
- Anti Termite

Operations and Maintenance Manuals (Including M&E of internal and external works)

- Air conditioning and mechanical ventilation systems
- Electrical system as well as lightning arrestor and earthing system
- MATV (Centralised television facilities)
- Sanitary plumbing system
- Cold water plumbing (domestic water)
- Lifts (elevators) system
- Fire protection system
- Landscape irrigation system

- Swimming pool and water feature system
- Building automation system
- Security card access, CCTV, video intercom system
- Centralised Liquidified Petroleum Gas (LPG) system
- Annual service contracts

Green Building Maintenance Guidelines

Where the developer has obtained a green rating for the building, the developer is expected to compile and provide a Green Building Maintenance Manual. The manual includes guidelines for efficient maintenance and economical operations for the building and common property to maintain its green rating.

Contact Details of Suppliers

- Paint
- Stone
- Tiles
- Ceilings
- All built-in furniture, fittings & equipment supplied and installed within private individual units and common areas
- Kitchen appliances
- Electrical & lamp fittings
- Ironmongery
- Security systems
- Any specialist systems used

Maintenance Records of Defects

The maintenance records are historical records of defects and their appropriate remedies, so that a preventive maintenance plan can be created for the building and common property (to ensure previous defects do not occur again). The records must include the following:

- Records of resident complaints on common property defects
- Work method statement of rectification of defects by the contractors
- Documented records of rectification work completed by the contractors during the developer's Defect Liability Period
- Defects that were recorded and were not rectified during the Defect Liability Period

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT CORPORATION

Date of receipt of Form 10 and all items and documents mentioned in Form 10	
Name and signature of member of management committee authorised for management corporation	

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 11

(Regulation 15)

SUBMISSION OF AUDITED ACCOUNT OF MONIES COLLECTED BY DEVELOPER PRIOR TO
ESTABLISHMENT OF JOINT MANAGEMENT BODY

To:
Commissioner of Buildings
[Name of local authority]

Name of developer	
Name of development (Note 1)	
Title particulars of development	
Date of completion of building/land intended to be subdivided	
Name of joint management body	
Date of establishment of joint management body	

Pursuant to section 27(1) of the Strata Management Ordinance 2019 [*Cap. 76*], we now hereby submit to you an account audited by an approved company auditor of all monies collected and expended for the purpose of management and maintenance of the common property and the sinking fund, prior to the establishment of the joint management body, as follows:

*Audited account for the period commencing and ending

**Repeat if more than one accounting period.*

Dated:.....

Signature of director of developer/*authorised signatory

Name:.....

NRIC No./*Passport No.:.....

*Designation:.....

** delete whichever is not applicable*

Note:

(1) For example, "Country Heights Apartment".

STRATA MANAGEMENT ORDINANCE, 2019
 STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 12
 (Regulation 16)

REGISTER OF PARCEL OWNERS

Name of developer	
Address for service of notice	
Name of development (Note 1)	
Title particulars of development	
Name of joint management body, if established	

Building No./Block No No. of parcels/units

Parcel No./ Unit No.	Allocated share units for the parcel /unit	Floor area of the parcel / unit	Usage	Name, NRIC No. / *Passport No., address, telephone number and email address of parcel owner (Note 2)	If parcel owner is not resident in Malaysia, address in Malaysia at which notices may be served on parcel owner	Name, address and file reference no. of the solicitor acting for parcel owner in the sale and purchase of the parcel /unit (Note 3)

(To be used for each building intended to be subdivided into parcels)

No. of land parcels/units

Parcel No./ Unit No.	Allocated share units for the parcel / unit	Land area of the parcel / unit	Usage	Name, NRIC No. / *Passport No., address, telephone number and email address of parcel owner (Note 2)	If parcel owner is not resident in Malaysia, address in Malaysia at which notices may be served on parcel owner	Name, Address and file reference no. of the solicitor acting for parcel owner in the sale and purchase of the parcel/unit (Note 3)

(To be used for land intended to be subdivided into parcels)

Prepared and certified on (date) by:

Signature of authorised signatory of *developer/*joint management body

Name:.....

NRIC No./*Passport No.:.....

Designation:.....

** delete whichever is not applicable*

Note:

- (1) For example, “Country Heights Apartment”.
- (2) To insert particulars of the last purchaser
- (3) To insert particulars of the solicitor acting for the last purchaser.

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 13

(Regulation 17)

CERTIFICATE OF AMOUNT PAYABLE BY PARCEL OWNER OR
PROSPECTIVE PURCHASER

To:

[Name and address of person applying for certificate]

Name of development :.....

Parcel No./Unit No.: Building No./Block No.

Name of parcel owner on the Register of Parcel Owners:.....

1. We refer to your application dated
2. In respect of the above parcel/unit owned by the above parcel owner, we certify the following:

(i) The amount of maintenance charges payable by the above parcel owner is RM.....;

(ii) The amount of contribution to the sinking fund payable by the above parcel owner is RM.....;

(iii) The time and manner of payment of the maintenance charges and contribution to the sinking fund is
(state time and manner of payment);

(iv) The amount of arrears of maintenance charges is RM.....(Note 1);

(v) The amount of arrears of contribution to the sinking fund is *RM..... (Note 1);

(vi) The sum standing to the credit of maintenance account is RM.....;

(vii) The sum in the maintenance account that has been committed or reserved for expenses already incurred is *RM..... (Note 1);

(viii) The sum standing to the credit of the sinking fund account is RM.....

(ix) The sum in the sinking fund account that has been committed or reserved for expenses already incurred is *RM..... (Note 1); and

(x) *The nature of the repairs and estimated expenditure is—
.....
(brief description of repairs and estimated expenditure, if any)

Dated:.....

.....
Signature of authorised signatory of *developer/*joint management body

Name:.....

*Designation.....

* delete whichever is not applicable

Note:

(1) If none, state “NIL”.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 14

(Regulation 18)

NOTICE TO DEMAND PAYMENT OF SUM DUE BY PURCHASER OR PARCEL OWNER

To:

[Name and address of purchaser/ parcel owner]

Parcel No./Unit No.:..... Building No./Block No.

.....

..... Name of development :.....

WHEREAS you have committed a breach of provisions of the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”) by-

*failing to pay to the developer under section 11(5) / joint management body under section 23(5) of the Ordinance:

*(a) maintenance charges in the sum of RM

*(b) contribution to the sinking fund in the sum of RM

*failing to fully discharge your liability in respect of the amount of monies lawfully incurred by the developer under section 8(3)(b) / joint management body under section 19(3) of the Ordinance and/or section 31(1) of the Ordinance which is guaranteed by you as a parcel owner, in the sum of RM.....

AND WHEREAS the said sum of RM.....has become recoverable from you by virtue of the provisions of the Ordinance mentioned above;

We as *the developer/*joint management body, by virtue of the powers conferred by section 32(1) of the Ordinance hereby demand payment of the sum due within the period of days (Note 1) from the date of service of this notice, failing which we may file a summons or claim in a court of competent jurisdiction or in the Strata Management Tribunal for recovery of the said sum, or as an alternative, resort to recovery under section 33 of the Ordinance for attachment of movable property.

AND TAKE FURTHER NOTICE that any purchaser or parcel owner who, without reasonable excuse, fails to comply with this notice commits an offence under section 32(3) of the Ordinance and shall on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both, and in the case of a continuing offence, to a further fine not exceeding fifty ringgit for every day or part thereof during which the offence continues after conviction.

Dated.....

.....
Signature of authorised signatory of *developer/*joint management body

Name:.....

*Designation:.....

**delete whichever is not applicable*

Note:

- (1) Not less than fourteen days from the date of service of this notice

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 15

(Regulations 19(2) and 29(2))

BOND TO BE GIVEN BY *BANK/*FINANCIAL INSTITUTION/*INSURER
TO *JOINT MANAGEMENT BODY/*MANAGEMENT CORPORATION/*SUBSIDIARY
MANAGEMENT CORPORATION IF PROPERTY MANAGER
IS NOT A REGISTERED PROPERTY MANAGER

To:

*[Name and address of *joint management body/*management corporation/*subsidiary management corporation]*

Sir,

MATTER: APPOINTMENT OF [NAME OF PROPERTY MANAGER]

WHEREAS pursuant to a management agreement dated (“the said management agreement”), you (*name of *joint management body/ *management corporation / *subsidiary management corporation*) have appointed (*name and address of property manager*) (*NRIC No./*Company No./*Registration No.: (“the said property manager”) to undertake the management and maintenance of the common property of the development known as (Note 1);

AND WHEREAS the said property manager shall not carry out such management and maintenance of the common property unless he has furnished to you a bond in the sum of RM..... to be given by a bank or finance company or insurer, to pay any loss caused by the said property manager as a result of his failure to properly comply with the said management agreement;

AND WHEREAS in consideration of the said appointment, we (“Guarantor”) at the request of the said property manager, irrevocably agree and undertake to guarantee the due and proper performance of said property manager in accordance with the said management agreement.

NOW the Guarantor hereby agrees with you as follows: -

1. The Guarantor shall forthwith upon receipt of your claim in writing pay to you the amount stated in your claim, notwithstanding any protest or contestation by the said property manager or the Guarantor or any third party, and without proof or conditions. Provided always that the amount claimed by you and the liability of the Guarantor shall not exceed the sum of Ringgit *state amount of guaranteed sum in words*)(RM) (“Guarantee Limit”) and the liability of the Guarantor to pay to you under this Guarantee does not exceed the amount as mentioned above.

2. You may make any partial claim as may be required provided that the total of all partial claims shall not exceed the sum of the Guarantee Limit and the liability of the Guarantor to pay you shall be reduced accordingly taking into account whatever partial payments that have been made by the Guarantor under this Guarantee.

3. The Guarantor shall not be discharged or released from this Guarantee by any arrangement entered into between the said property manager and you, whether with or without the assent of the Guarantor, or by any alteration in the obligations agreed to by the said property manager, or by any forbearance whether as to performance, time, payment or otherwise.

4. This Guarantee shall be a continuing guarantee and shall be irrevocable and be valid

until (“Initial Expiry Date”), that is twelve (12) months after the date of expiry of the said management agreement. Upon your request, this Guarantee shall automatically be extended for an additional period of one (1) year from the Initial Expiry Date (“Extended Guarantee Period”). The maximum aggregate sum that you are entitled to under this Guarantee shall at all times not exceed the sum of the Guarantee Limit.

5. The obligations and liability of the Guarantor under this Guarantee shall terminate when this Guarantee expires on the Initial Expiry Date or the Extended Guarantee Period unless before expiry a claim in writing has been made to the Guarantor to pay a specified sum which has not been paid in accordance with the said management agreement.

6. All claims in connection with this Guarantee, if any, must be made within the validity period of the Guarantee or one (1) month from the expiry of this Guarantee, whichever is later.

IN WITNESS WHEREOF the hand of the Guarantor is hereunto affixed on day of..... in the year

Signed for and on behalf of
the Guarantor
in the presence of



.....
Name
Designation :
*Rubber stamp of Bank/Finance Company/ Insurer

..... (Witness)

Name:

Designation:

*Rubber stamp of Bank/Finance Company/Insurer

**delete whichever is not applicable*

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 16

(Regulation 20)

HANDING OVER BY DEVELOPER TO MANAGEMENT CORPORATION

To:
 The Management Committee
[Name and address of management corporation]

Name of developer	
Name of development (Note 1)	

We, as the developer responsible to maintain and manage the subdivided building or land and the common property in the above development, during the preliminary management period, hereby pursuant to section 45(1) of the Strata Management Ordinance, 2019 **[Cap. 76]** (“the Ordinance”)-

1. Transfer the control of all balance of monies in the maintenance account and in the sinking fund account to the management committee of the management corporation as follows:

Amount of balance in maintenance account: RM.....
 Instruction to bank/financial institution on change of authorised signatories in respect of the maintenance account is attached.

Amount of balance in sinking fund account: RM.....
 Instruction to bank/financial institution on change of authorised signatories in respect of sinking fund account is attached.

2. Hand over to the management corporation the following –

(a) the keys to the administration office set aside by us under section 38(3) of the Ordinance;

(b) *the audited accounts of the maintenance account and the sinking fund account of the management corporation as at *[date]*;

**(if such accounts have not been audited)*, the unaudited accounts of the maintenance account and the sinking fund account as at *[date]*, and we undertake that we shall, not more than three months after the expiry of the developer’s management period, hand over to you the audited accounts up to the date of transfer of control of the balances of monies aforesaid.

(c) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account up to the date of handing over;

(d) all the assets of the development and all keys, consisting of -

(brief description of the assets being handed over); and

(e) all records relating to and necessary for the management and maintenance of the buildings or lands and the common property of the development consisting of –

(brief description of the records being handed over).

3. Deliver to you certified true copy of all of the following documents -

(a) a copy of all approved plans (including as-built plans) for the subdivided buildings or lands and the common property relating to the development, and a copy of the occupation permit;

(b) (*if the developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan) a copy of a document in our possession that indicates, as far as practicable, the actual location of any pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan-

.....
[brief description of the document];

(c) a copy of the following contracts entered into by the developer in respect of the management or maintenance of the subdivided building or land and the common property comprised in the development -

.....
[brief description of the contracts];

(d) a copy of the following:
* SSP No:..... filed with the Commissioner on.....;
*amended S S P No:..... filed with the Commissioner on.....;
*a copy of the certified strata plan filed by the Superintendent under the provisions of the Strata (Subsidiary Titles) Ordinance, 2019 **[Cap. 75]**;

(e) the names and addresses of the following contractors, subcontractors and persons who supplied labour or materials to the development during the construction of the subdivided buildings or lands and the common property comprised in the development -

.....
[state name and address of each contractor, subcontractor or supplier];

(f) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer’s documentation and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property, including any warranty or information provided to the developer by any person referred to in 3(e) above –

.....
[brief description of the warranties, manuals, etc.];

(g) subsidiary roll; and

(h) the original copy of the following insurance policies effected by us under the Ordinance –

.....
[brief description of the insurance policies].

Dated:.....

Signature of director of developer/*authorised signatory

Name:.....

NRIC No./*Passport No.....

*Designation.....

**delete whichever is not applicable*

Note:

- (1) For example, “Country Heights Apartment”.
- (2) Additional documentations required under item 3

Statutory Documents

- Certified true copy of occupation permit
- Original quit rent receipt
- Original assessment receipt
- Certified true copies of planning approval, building approval and all statutory approvals
- A copy of Architectural approved building plans inclusive of authority endorsed amended as-built plans (coloured copy, if any)
- BOMBA approved building plans, inclusive of authority endorsed amended as-built plans (coloured copy), if any
- Forms C1, C2 & C3 for all BOMBA related installations; i.e. fire door-sets, emergency lights compiled by the building contractor
- A copy of Approval and Approved Roads & Drains Layout Plan
- A copy of Approval and Approved Sewerage Layout Plan
- A copy of Approval and Approved Water Reticulation Plan (including hydrant)
- A copy of Approved External Electrical Plan (including ELV)
- Schedule of Parcels (Strata Title Plans) that indicate individual parcels, accessory parcels and common property areas with share unit allocation. The document must be a certified true copy prepared by the Land Surveyor

Civil & Structural Works

- Structural drawings and calculations including pilings and foundation drawings as lodged with the approving authority.
- As-built Roads & Drains Layout Plan
- As-built Sewerage Layout Plan
- As-built Water Reticulation Plan (include hydrant)

Mechanical & Electrical Work

a. External work M&E plans for

- Electricity power cable (underground and overhead) and street lights/compound lights, CCTV cabling, *etc.*
- Telephone cable including duct and manhole
- Sewerage line and manhole
- Water reticulation and hydrant
- Boom gate and card access system
- Guard house and Building Automatic Control
- Garden landscape irrigation

b. Internal work M&E plans for

- Lifts
- Mechanical & electrical services and security equipment, *etc.*
- Suction tanks, water riser and water tanks
- Water supply, wastewater plumbing system and rainwater harvesting system
- Fire protection systems
- Electrical system
- ELV system including alarm, intercom, CCTV
- Building maintenance unit (Gondola)

Landscaping Plans

- Approved Landscape Plans

As-built Drawings from Specialist Contractors for Building and Interior works

- Roofing Systems – framing (for trusses and structural framing) and roof covering
- Aluminium and Glazing Systems to facades, canopies and external wall cladding
- Built-in cabinets, appliances and accessories

Warranties Certificate and Trade Brochures (Original)

- Roofing systems – structural framing and roof coverings, gutter, etc.
- RWDP and accessories, and rainwater dispersal system
- Aluminium and glazing systems to facades and external wall cladding, including frameless systems, accessories, sealants and coatings systems
- External wall paint systems inclusive of specifications
- Ironmongery, locksets, sanitary wares and fittings
- Waterproofing systems to RC flat roof, swimming pools, water retaining structures, tanks, planter boxes, toilets and wet areas
- Ceilings external and internal areas, eaves, soffits and ceiling systems
- Mechanical and Electrical Equipment
- Anti Termite

Operations and Maintenance Manuals (Including M&E of internal and external works)

- Air conditioning and mechanical ventilation systems
- Electrical system as well as lightning arrestor and earthing system
- MATV (Centralised television facilities)
- Sanitary plumbing system
- Cold water plumbing (domestic water)
- Lifts (elevators) system
- Fire protection system
- Landscape irrigation system
- Swimming pool and water feature system
- Building automation system
- Security card access, CCTV, video intercom system
- Centralised Liquidified Petroleum Gas (LPG) system
- Annual service contracts

Green Building Maintenance Guidelines

Where the developer has obtained a green rating for the building, the developer is expected to compile and provide a Green Building Maintenance Manual. The manual includes guidelines for efficient maintenance and economical operations for the building and common property to maintain its green rating.

Contact Details of Suppliers

- Paint
- Stone
- Tiles
- Ceilings
- All built-in furniture, fittings & equipment supplied and installed within private individual units and common areas
- Kitchen appliances
- Electrical & lamp fittings
- Ironmongery
- Security systems
- Any specialist systems used

Maintenance Records of Defects

The maintenance records are historical records of defects and their appropriate remedies, so that a preventive maintenance plan can be created for the building and common property (to ensure previous defects do not occur again). The records must include the following:

- Records of resident complaints on common property defects
- Work method statement of rectification of defects by the contractors
- Documented records of rectification work completed by the contractors during the developer's Defect Liability Period
- Defects that were recorded and were not rectified during the Defect Liability Period

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT CORPORATION

Date of receipt of Form 16 and all items and documents mentioned in Form 16	
Name and signature of member of the management committee authorised by the management corporation	

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 17

(Regulation 21(1))

NOTICE OF FIRST ANNUAL GENERAL MEETING OF MANAGEMENT CORPORATION

To: ALL SUBSIDIARY PROPRIETORS CONSTITUTING THE (state name of management corporation) MANAGEMENT CORPORATION,

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of theManagement Corporation convened under paragraph 1 of Sixth Schedule of the Strata Management Ordinance, 2019 [Cap. 76] ("the Ordinance"), will be held at [state address], on [state day], [state date], at*a.m./*p.m., for the following purposes:

AGENDA

- (a) to determine the number of members of the management committee and to elect the management committee where there are more than three subsidiary proprietors;
(b) to consider the annual budget prepared by the developer;
(c) to decide on whether to confirm or vary the amount determined as maintenance charges, or contribution to the sinking fund;
(d) to determine the rate of interest payable by a subsidiary proprietor in respect of late payment charges;
(e) to consider the audited accounts of the management corporation;
(f) to decide on whether to confirm, vary or extend the insurances effected by the developer for the management corporation;
(g) to make any by-laws;
(h) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account of the management corporation, for the period fixed by this general meeting; and
(i) to consider any other matter connected with management and maintenance of the common property of the subdivided building or land.

TAKE FURTHER NOTICE THAT any subsidiary proprietor may by notice in writing sent to the registered office of the management corporation stated herein, in not less than seven days before the time for holding the meeting, require inclusion of a motion as set out in the agenda of this first annual general meeting.

Dated:

Signature of director of developer/*authorised signatory
Name:.....
NRIC No./*Passport No.:.....
*Designation:.....

Registered office of the management corporation:

.....
[state address of registered office of the management corporation]

** delete whichever is not applicable*

NOTE:

1. One half of the subsidiary proprietors entitled to vote present either in person or by proxy shall constitute a quorum at a general meeting. If within half an hour of the time appointed for a general meeting a quorum is not present, those subsidiary proprietors entitled to vote who are present shall constitute a quorum.

2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a subsidiary proprietor or his proxy.

3. Each subsidiary proprietor (who is not a subsidiary co-proprietor) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of share units or provisional share units assigned to his parcel or provisional block.

4. No subsidiary proprietor shall be entitled to vote if, on the seventh day before date of the meeting, all or any part of the maintenance charges or contribution to the sinking fund or any other money due and payable in respect of his parcel, are in arrears.

5. Subsidiary co-proprietors may vote by means of a jointly appointed proxy appointing anyone of them or any other person. In the absence of a proxy, subsidiary co-proprietors shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any subsidiary co-proprietor may demand a poll. On a poll, any one subsidiary co-proprietor may demand a poll and on a poll, each subsidiary co-proprietor shall be entitled to such number of the votes attaching to his parcel as is proportionate to his interest in the parcel.

6. A proxy shall be entitled to vote on a show of hands or by poll.

7. A proxy need not be a subsidiary proprietor. A person may act as proxy for only one subsidiary proprietor at any one general meeting.

8. An instrument appointing a proxy shall be in writing under the hand of the subsidiary proprietor making the appointment or his attorney. If the subsidiary proprietor appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.

9. A subsidiary proprietor may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the registered address of the management corporation provided in this notice of meeting not less than forty-eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE
.....
(state name of subsidiary management corporation)

MANAGEMENT CORPORATION

FORM OF PROXY

To:

.....
[Name and registered address of the management corporation as stated in the notice of meeting]

*I/*We

.....
(Full name)

*NRIC No. /*Passport No./*Company No./*Registration No.:
of (Address) *am a subsidiary proprietor/*are subsidiary co
proprietors in respect of Parcel No./Unit No.:.....*Building No./Block No.:
..... at(name of development)
and appoint:-

.....
(Full name)

*NRIC No. /*Passport No:
of

.....
(Address)

as *my/*our proxy to vote for *me/*us at the first annual general meeting of the
..... (state name of management corporation) Management corporation in respect
of(name of development) to be held at(address)
on(day),(date) at*a.m./*p.m. or at any
adjournment thereof.

Dated: _____

*Signature/*seal of subsidiary proprietor

Name:.....

*Designation:.....

**delete whichever is not applicable*

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 18

(Regulation 22)

NOTICE OF RESOLUTION CONFIRMING MAINTENANCE CHARGES, CONTRIBUTION TO THE SINKING FUND AND RATE OF INTEREST DETERMINED BY MANAGEMENT CORPORATION

To:

[Name and address of subsidiary proprietor] (Note 1)

Parcel No./Unit No. /Provisional Block No.:

Share units assigned to parcel/unit/provisional block (s): Name of management corporation:

WHEREAS pursuant to sections 49(4) and 49(5) of the Strata Management Ordinance, 2019 [Cap. 76] any maintenance charges imposed on subsidiary proprietors in proportion to the share units or provisional share units of their respective parcels or provisional blocks for the purpose of establishing and maintaining the maintenance account, shall be due and payable on the passing of a resolution to that effect by the management corporation.

TAKE NOTICE THAT at a general meeting of the management corporation held on (date) it was resolved that:

(1) the amount of maintenance charges imposed on you as subsidiary proprietor of the above parcel/unit/provisional block shall be in accordance with the following rate:

[state the rate per share unit for the parcel/provisional block]

(2) the amount of contribution imposed on you as subsidiary proprietor of the above parcel/unit/provisional block shall be in accordance with the following rate

[state the rate per share unit for the parcel/provisional block]

(3) the rate of interest payable in connection with any late payment of the maintenance charges or contribution to the sinking fund is%.

Yours faithfully,

.....
Signature of authorised signatory of management corporation

Note:

- (1) A subsidiary proprietor includes a purchaser to be duly registered as a subsidiary proprietor.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 19

(Regulation 24(1))

NOTICE OF FIRST ANNUAL GENERAL MEETING OF SUBSIDIARY MANAGEMENT CORPORATION

To:

ALL SUBSIDIARY PROPRIETORS CONSTITUTING THE
(state name of subsidiary management corporation) SUBSIDIARY MANAGEMENT CORPORATION,

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of theSubsidiary Management Corporation convened under section 52(4) of the Strata Management Ordinance, 2019 [*Cap. 76*] (“the Ordinance”), will be held at [state address], on [state day],[state date], at*am/*pm, for the following purposes:

AGENDA

- (a) to determine the number of members of the subsidiary management committee and to elect the subsidiary management committee, where there are more than three subsidiary proprietors for whose exclusive benefit the limited common property is designated;
- (b) to nominate one member of the subsidiary management committee to be a member of the management committee of the management corporation;
- (c) to determine the amount of maintenance charges to be paid to the maintenance account of the subsidiary management corporation, and the contribution to be paid to the sinking fund of the subsidiary management corporation;
- (d) to determine the rate of interest payable by a subsidiary proprietor in respect of late payment charges;
- (e) to determine the insurance to be effected over that part of the building where applicable under section 85 of the Ordinance;
- (f) to make by-laws for the limited common property;
- (g) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account of the subsidiary management corporation, for the period fixed by this general meeting; and
- (h) to consider any matter connected with the management and maintenance of the limited common property.

TAKE FURTHER NOTICE THAT any subsidiary proprietor who constitutes the subsidiary management corporation may, by notice in writing sent to the registered office of the management corporation stated herein, not less than seven days before the time for holding the meeting, require inclusion of a motion as set out in the notice in the agenda of this first annual general meeting.

Dated:.....

.....
Signature of member of the management committee of management corporation / *authorised signatory

Name:.....

NRIC No./*Passport No.:.....

*Designation:.....

Registered office of the management corporation:

[state address of registered office of the management corporation]

** delete whichever is not applicable*

NOTE-

1. One half of the subsidiary proprietors who constitute the subsidiary management corporation and who are entitled to vote present, either in person or by proxy, shall constitute a quorum at a general meeting. If within half an hour of the appointed time for a general meeting a quorum is not present, those subsidiary proprietors entitled to vote who are present shall constitute a quorum.

2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a subsidiary proprietor who constitutes the subsidiary management corporation or his proxy.

3. Each subsidiary proprietor (who is not a subsidiary co-proprietor) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of share units assigned to his parcel.

4. A subsidiary proprietor who constitutes the subsidiary management corporation shall not be entitled to vote if, on the seventh day before date of the meeting, all or any part of the maintenance charges or contribution to the sinking fund or any money due and payable in respect of his parcel, are in arrears.

5. Subsidiary co-proprietors may vote by means of a jointly appointed proxy appointing anyone of them or any other person. In the absence of a proxy, subsidiary co-proprietors shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any subsidiary co-proprietor may demand a poll. On a poll, each co-proprietor shall be entitled to such number of votes assigned to his parcel as is proportionate to his interest in the parcel.

6. A proxy shall be entitled to vote on a show of hands or by poll.

7. A proxy need not be a subsidiary proprietor. A person may act as proxy for only one subsidiary proprietor at any one general meeting.

8. An instrument appointing a proxy shall be in writing under the hand of the subsidiary proprietor making the appointment or his attorney. If the subsidiary proprietor appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.

9. A subsidiary proprietor may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the registered address of the management corporation provided in this notice of meeting not less than forty- eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE
.....
(state name of subsidiary management corporation)

SUBSIDIARY MANAGEMENT CORPORATION

FORM OF PROXY

To:

.....
[Name and registered address of the management corporation as stated in the notice of meeting]

*I/*We

.....
(Full name)

*NRIC No. /*Passport No./*Company No./*Registration No.:
of (Address) *am a subsidiary proprietor/*are subsidiary co
proprietors constituting the subsidiary management corporation in respect of Parcel No./Unit
No.:.....*Building No./Block No.: at
.....(name of development) and appoint:-

.....
(Full name)

*NRIC No. /*Passport No:
of

.....
(Address)

as *my/*our proxy to vote for *me/*us at the first annual general meeting of the
..... (state name of subsidiary management corporation) (Subsidiary
Management Corporation) in respect of(name of development) to be held at
.....(address) on(day),(date) at
.....*a.m./*p.m. or at any adjournment thereof.

Dated: _____

*Signature/*seal of subsidiary proprietor constituting the subsidiary management corporation

Name:.....

*Designation:.....

**delete whichever is not applicable*

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 20

(Regulation 25)

NOTICE OF RESOLUTION CONFIRMING MAINTENANCE CHARGES, CONTRIBUTION TO THE SINKING FUND AND RATE OF INTEREST DETERMINED BY SUBSIDIARY MANAGEMENT CORPORATION

To:

[Name and address of subsidiary proprietor who constitute the subsidiary management corporation] (Note 1)

Parcel No./Unit No.

Share units assigned to parcel/unit:.....

Name of subsidiary management corporation:.....

WHEREAS pursuant to section 57(1) of the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”), each subsidiary proprietor constituting the subsidiary management corporation shall pay maintenance charges and contribution to the sinking fund to the subsidiary management corporation for expenses related to its limited common property and pursuant to section 57(2) of the Ordinance, the amount of maintenance charges shall be determined in proportion to the share units of each parcel.

AND WHEREAS pursuant to section 57(4) of the Ordinance, any maintenance charges and contribution to the sinking fund imposed on the subsidiary proprietors shall be due and payable on the passing of a resolution to that effect by the subsidiary management corporation.

TAKE NOTICE THAT at a general meeting of the subsidiary management corporation held on (date) it was resolved that:

(1) the amount of maintenance charges imposed on you as subsidiary proprietor of the above parcel/unit shall be in accordance with the following rate: [state the rate per share unit for the parcel/unit]

(2) the amount of contribution imposed on you as subsidiary proprietor of the above parcel/unit shall be in accordance with the following rate: [state the rate per share unit for the parcel/unit]

(3) the rate of interest payable in respect of any late payment of the maintenance charges or contribution to the sinking fund is%

Yours faithfully,

.....

Signature of authorised signatory of subsidiary management corporation

Note:

- (1) A subsidiary proprietor includes a purchaser to be duly registered as a subsidiary proprietor.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 21

(Regulation 26)

SUBSIDIARY ROLL

.....
[state name of management corporation]

PARTICULARS OF SUBDIVIDED BUILDING(S)/LAND PARTICULARS OF DEVELOPMENT

Lot No.	
Description and Title No.	
Town/Country	
Land District	
State	
Area	

PARTICULARS OF SUBDIVIDED BUILDING/*LAND

No. of buildings/blocks	
No. of storeys for each building/block	Building/Block No. No. of storeys Building/Block No. No. of storeys
No. of parcels in each building/block	Building/Block No. No. of parcels Building/Block No. No. of parcels
No. of provisional blocks, if any	
Nature of use of buildings/blocks	*Single-use/*mixed development

State type of use	Building/Block No. Type of use
	Building/Block No. Type of use
No. of subdivided land parcels, if any	
State type of use of land parcels, if any	Parcel/Unit No.Type of use
	Parcel/Unit No.Type of use
Total share units for development	

PARTICULARS OF PROPRIETOR

Name of proprietor	
Address for service of notices	

PARTICULARS OF MANAGEMENT CORPORATION

Name of management corporation	
Address for service of notices	

(TO BE USED FOR EACH SUBDIVIDED BUILDING)

Building No./Block No. No. of Parcels/Units

Parcel No. / Unit No.	Share units for the parcel/unit	Floor area Of the parcel/unit	Usage	Name, NRIC No. / Passport No./address, telephone No. and email address of subsidiary proprietor (Note 2)	If proprietor is not resident in Malaysia, address in Malaysia at which notices may be served on proprietor	Name, address and file reference no. of the solicitor acting for subsidiary proprietor in the sale and purchase of the parcel (Note 3)

(TO BE USED FOR SUBDIVIDED LAND PARCELS)

No. of Land Parcels/Units

Parcel No./Unit No.	Share units For the parcel/unit	Floor area Of the parcel/ unit	Usage	Name, NRIC No. / Passport No. / address, telephone No. and email address of subsidiary proprietor (Note 2)	If proprietor is not resident in Malaysia, address in Malaysia at which notices may be served on proprietor	Name, address and file reference no. of the solicitor acting for subsidiary proprietor in the sale and purchase of the parcel (Note 3)

Prepared and certified on..... (date) by:

.....
Signature of authorised signatory of developer/*management corporation

Name:.....
NRIC No./Passport No.....
Designation.....

** delete whichever is not applicable*

Note:

- (1) For example, "Country Heights Apartment".
- (2) To insert particulars of the last subsidiary proprietor.
- (3) To insert particulars of the solicitor acting for the last subsidiary proprietor.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 22

(Regulation 27(1))

CERTIFICATE OF AMOUNT PAYABLE BY SUBSIDIARY PROPRIETOR OR PROSPECTIVE SUBSIDIARY PROPRIETOR

To: [Name and address of person applying for certificate]

Name of *management corporation/*subsidiary management corporation: Parcel No./Unit No.: Building No./Block No.

Name of subsidiary proprietor on the Subsidiary roll.

- 1. We refer to your application dated
2. In respect of the above parcel owned by the above subsidiary proprietor, we certify the following:
(i) The amount of maintenance charges payable by the subsidiary proprietor to the *management corporation/*subsidiary management corporation is RM...;
(ii) The amount of contribution to the sinking fund payable by the subsidiary proprietor to *management corporation/*subsidiary management corporation is RM...;
(iii) The time and manner of payment of the maintenance charges and contribution to the sinking fund is ...;
(iv) The amount of arrears of maintenance charges to the *management corporation/*subsidiary management corporation is RM... (Note 1);
(v) The amount of arrears of contribution to the sinking fund of the *management corporation/*subsidiary management corporation is RM...(Note 1);
(vi) The sum standing to the credit of maintenance account of the *management corporation/*subsidiary management corporation is RM...;
(vii) The sum in the maintenance account of the *management corporation/*subsidiary management corporation that has been committed or reserved for expenses already incurred by the *management corporation/*subsidiary management corporation is RM...(Note 1);
(viii) The sum standing to the credit of the sinking fund account of the *management corporation/*subsidiary management corporation is RM...(Note 1);
(ix) The sum in the sinking fund account of the *management corporation/*subsidiary management corporation that has been committed or reserved for expenses

already incurred by the *management corporation/*subsidiary management corporation is RM..... (Note 1); and

(x) *The nature of the repairs and estimated expenditure by the *management corporation/*subsidiary management corporation is –

.....
(brief description of repairs and estimated expenditure, if any)

Dated:.....

.....
Signature of authorised signatory of *management corporation/*subsidiary management corporation

Name:.....

Designation:.....

**delete whichever is not applicable*

Note:

(1) If none, state “NIL”.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 23

(Regulation 28)

NOTICE TO DEMAND PAYMENT OF SUM DUE BY SUBSIDIARY PROPRIETOR

To:

[Name and address of subsidiary proprietor]

*Parcel No./Unit No.: *Building No./Block No:

.....

Name of management corporation / *subsidiary management corporation:

.....

WHEREAS you have committed a breach of the provisions of the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”) by-

*failing to pay to the management corporation under section 42(4) or 49(4) or 49(5) or 50(4) or 50(5) of the Ordinance / subsidiary management corporation under section 57(1) or 57(4) of the Ordinance:

*(a) maintenance charges in the sum of RM

*(b) contribution to the sinking fund in the sum of RM

*failing to fully discharge your liability in respect of the amount of money lawfully incurred by the *management corporation/*subsidiary management corporation in the course of exercise of its powers or

functions, or its duties or obligations, which according to section 48(2) of the Ordinance and/or section 70(1) of the Ordinance, is guaranteed by you as a subsidiary proprietor, in the sum of RM.....;

AND WHEREAS the said sum of RM.....has become recoverable from you by virtue of the provisions of the Ordinance mentioned above;

We as *the management corporation/*subsidiary management corporation, by virtue of the powers conferred by section 71(1) of the Ordinance hereby demand payment of the sum due within the period of week(s) (Note 1) from the date of service of this notice and failing which we may file a summons or claim in a court of competent jurisdiction or in the Strata Management Tribunal for recovery of the said sum, or as an alternative, resort to recovery under section 72 of the Ordinance for attachment of movable property.

AND TAKE FURTHER NOTICE that any subsidiary proprietor who, without reasonable excuse, fails to comply with this notice commits an offence under section 71(3) of the Ordinance and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both, and in the case of a continuing offence, to a further fine not exceeding fifty ringgit for every day or part thereof during which the offence continues after conviction.

Dated:

.....
Signature of authorised signatory of *management corporation/*subsidiary management corporation

Name: Designation:
.....

**delete whichever is not applicable*

Note:

- (1) Not less than two weeks from the date of service of this notice.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 24

(Regulation 31(1))

SWORN APPLICATION FOR WARRANT OF ATTACHMENT

Name of development (Note 1)			
*Parcel No./Unit No.		*Building No. / Block No.	
Name of *parcel owner/*subsidiary proprietor			
Address of parcel/unit			
Name of *developer / *joint management body / *management corporation / *subsidiary management committee making the application			

To: The Commissioner of Buildings
[name of local authority]

I, (NRIC No./Passport No.....), of (state address) do hereby solemnly and sincerely declare that:-

(1) *I am a director the above developer/*I am a member of the joint management committee of the above joint management body/*I am a member of the management committee of the above management corporation/*I am a member of the subsidiary management committee of the above subsidiary management corporation/*I am the property manager/*I am the managing agent appointed by the Commissioner.

(2) A written notice under section *32(1)* 71 (1) of the Ordinance has been served on the above *parcel owner/*subsidiary proprietor demanding him to pay to the *developer/*joint management body/*management corporation/*subsidiary management corporation by theday of20.....the sum of RM....., the particulars of which are given below:

[brief description of the sum which has become recoverable]

(3) The said sum of RM.....remains unpaid.

(4) I hereby apply to the Commissioner of Buildings to issue a warrant of attachment authorizing the attachment of any movable property belonging to the above *parcel owner / *subsidiary proprietor which may be found in the above stated parcel or elsewhere in the State of

(5) I further apply that the person to execute the warrant shall be (Note 2).

**delete whichever is not applicable*

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declaration Act 1960 [Act 783].

Subscribed and solemnly declared) by the abovenamed.....) atin the State of) this day of20.....)

Before me,

.....
(Signature of Sessions Court’s Judge, Magistrate or Commissioner for Oaths)

Note:

(1) For example, “Country Heights Apartment”.

(2) Name of *officer of developer/*member of the joint management committee of joint management body/*member of the management committee of the management corporation/*member of the subsidiary management committee of the subsidiary management corporation/*name of managing agent, who is proposed to execute the warrant.

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 25

(Regulation 36(2))

RECORD AND STATEMENT OF SALE

To:

*(Name and address of defaulting *parcel owner/*subsidiary proprietor)*

TAKE NOTICE that the attached movable property specified below were sold on *(date)* by auction under *section 33(8)/*section 72(8) of the Strata Management Ordinance, 2019 [*Cap. 76*].

1. The movable property that have been sold are: *(list the movable property sold)*

2. The proceeds of sale is:
RM.....

3. The proceeds of sale have been applied in satisfaction of the following:

	Proceeds of sale	RM	RM
	Less:		
<i>(a)</i>	Sum due		
<i>(b)</i>	Prescribed fee paid to Commissioner of Buildings for application of Form A		
<i>(c)</i>	Expenses of maintenance of livestock, if any		
<i>(d)</i>	Cost of appointing auctioneer, if		
<i>(e)</i>	Cost of advertisement, if any		
<i>(f)</i>	Cost of hiring watchman or watchmen, if any		
<i>(g)</i>	Cost of custody of movable property attached		
<i>(h)</i>	Administrative charge (RM300 or 3% of the amount due, whichever is higher)		
	Total of <i>(a)</i> to <i>(h)</i>		
	Surplus/Shortfall		

4. *The surplus amounting to RM..... is required to be collected from the office at *(state address)* within thirty days after the auction and if a claim is not so made the surplus shall be paid toas advance payment towards maintenance charges and contribution to the sinking funds.

Or

*The shortfall amounting to RM.....must be paid up by you within fourteen days failing which further proceedings shall be taken against you.

5. The movable property which have not been sold are:

..... (list the movable property not sold).

The said movable property *have been left at(state the premises or place where the movable property was attached)*are kept at a different place at (state address of the different place) and you are required to collect them within seven days after the auction from that place, and if not so collected, you shall have to pay storage charges of RM.....per day, and the said movable property shall be dealt with in any manner as deemed fit.

**delete whichever is not applicable*

Dated

.....
Signature of person or body who carried out the auction

Name:.....

Designation:.....

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 26

(Regulation 39(4))

MANAGEMENT AGREEMENT WITH PROPERTY MANAGER/ MANAGING AGENT
APPOINTED BY COMMISSIONER OF BUILDINGS

A Management Agreement made on

Between

.....(name and address of developer or body who has the duty or is responsible to maintain and manage the building or land) (hereinafter called “the First Party”);

And

..... (name, *NRIC No./*Company No./ *Registration No.:..... and address of managing agent appointed by the Commissioner of Buildings) (hereinafter called “the Second Party”).

WHEREAS

(1) In accordance with the provisions of the Strata Management Ordinance, 2019 [Cap. 76] (hereinafter referred to as “the Ordinance”), it is the duty and responsibility of the First Party to maintain and manage the *building/*land and the common property in the development area known as (state name of development);

(2) Pursuant to section *76(1) /*76(4) /*80(3) of the Ordinance, the Commissioner of Buildings has appointed the Second Party as property manager/managing agent to maintain and manage the said development and the common property for a period commencing on(date) and ending on(date) (hereinafter referred to as “the management period”);

(3) Pursuant to section 76(2) of the Ordinance, the Second Party shall enter into a management agreement with the First Party to carry out the duties and powers of the First Party as provided under the Ordinance.

(4) Pursuant to section 76(5) of the Ordinance, the Second Party has lodged with the Commissioner of Buildings a bond for the sum of RM.....

(5) The Commissioner of Buildings has agreed or has determined the remuneration or fees to be paid to the Second Party, and the First Party agrees to pay and the Second Party agrees to receive a remuneration or fees in the sum of RM.....per month (hereinafter referred to as “the *property manager’s/*managing agent’s fees”), for each and every month during the management period or until the appointment of the Second Party has been terminated by the Commissioner of Buildings, whichever is earlier.

THIS AGREEMENT witnesseth as follows:

1. The Second Party agrees, covenants and undertakes with the First Party to carry out the duties and powers of the First Party as provided under the Ordinance.
2. The First Party agrees that the managing agent’s fees shall be charged to the maintenance account and that the Second Party who has control over the monies in the maintenance account shall be entitled to pay the *property manager’s/*managing agent’s fees from the said maintenance account.
3. This management agreement shall be in force until the end of the management period or until the appointment of the Second Party is terminated by the Commissioner of Buildings, whichever is earlier. The First Party shall not be entitled to terminate this management agreement.

IN WITNESS WHEREOF, the parties to this Management Agreement have hereunto affixed their respective hands on the day and year first written above.

Signed by) for and on behalf of the First Party)
in the presence of:)

Signed by) for and on behalf of the Second Party)
in the presence of:)

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 27

(Regulation 40)

BOND TO BE GIVEN BY
*BANK/*FINANCIAL INSTITUTION/*INSURER

To:
Commissioner of Buildings
[Name and address of local authority]

Sir,

MATTER: APPOINTMENT OF *[NAME OF MANAGING AGENT]* AS MANAGING AGENT

WHEREAS pursuant to section *76(1) /*76(4)/*80(3) of the Strata Management Ordinance, 2019 [Cap. 76] the Commissioner of Buildings (hereinafter called “Commissioner”) has appointed (*name and address of property manager*)(*NRIC No. / *Company No./*Registration No.): (“the managing agent”) to undertake the management and maintenance of the *building/*land and common property in the development known as (Note 1) for a period commencing on and ending on (“the appointment period”);

AND WHEREAS the managing agent shall not carry out such management and maintenance of the common property unless he has lodged with the Commissioner a bond in the sum of RM.....to be given by a bank or financial institution or insurer, to make good any loss caused by the said property manager as a result of his failure to account for monies received or held by him;

AND WHEREAS in consideration of the said appointment, we (hereinafter called “Guarantor”) at the request of the managing agent, irrevocably agree and undertake to guarantee the due and proper performance of managing agent to account for monies received or held by him.

NOW the Guarantor hereby agrees with the Commissioner as follows:

1. Upon receipt of the Commissioner’s claim in writing, the Guarantor shall forthwith pay to the Commissioner the amount stated in his claim, notwithstanding any protest or contestation by the managing agent or the Guarantor or any third party, and without proof or conditions. Provided that the amount claimed by the Commissioner and the liability of the Guarantor shall not exceed the sum of Ringgit Malaysia..... (*state amount of sum guaranteed sum in words*)(RM)(“Guarantee Limit”).
2. The Commissioner may make any partial claim as may be required provided that the total of all partial claims shall not exceed the sum of the Guarantee Limit and the liability of the Guarantor to pay the Commissioner shall be reduced accordingly taking into account whatever partial payments that have been made by the Guarantor under this Guarantee.
3. The Guarantor shall not be discharged or released from this Guarantee by any arrangement entered into between the said property manager and the Commissioner, whether with or without the assent of the Guarantor, or by any alteration in the obligations agreed to by the said property manager, or by any forbearance whether as to performance, time, payment or otherwise.
4. This Guarantee shall be a continuing guarantee and shall be irrevocable and be valid until (“Initial Expiry Date”), that is twelve (12) months after the commencement date of

the appointment period of the managing agent. Upon your request, this Guarantee shall automatically be extended for an additional period of one (1) year from the Initial Expiry Date (“Extended Guarantee Period”). The maximum aggregate sum that the Commissioner are entitled to under this Guarantee shall at all times not exceed the sum of the Guarantee Limit.

5. The obligations and liability of the Guarantor under this Guarantee shall terminate when this Guarantee expires on the Initial Expiry Date or the Extended Guarantee Period unless before expiry a claim in writing has been made to the Guarantor to pay a specified sum which has not been paid in accordance with the said management agreement.

6. All claims in connection with this Guarantee, if any, must be made within the validity period of the Guarantee or one (1) month from the expiry of this Guarantee, whichever is later.

IN WITNESS WHEREOF the hand of the Guarantor is hereunto affixed on the day and year first above written.

Signed for and on behalf of _____)
the Guarantor _____)

Name : _____ in the presence of
Designation : _____)

*Rubber stamp of Bank/Financial Institution / Insurer

(Witness)

Name: _____ Designation: _____

*Rubber stamp of Bank/ Financial Institution /Insure

** delete whichever is not applicable*

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 28

(Regulation 42)

NOTICE OF AMOUNT OF DEPOSIT TO RECTIFY DEFECTS IN COMMON PROPERTY

Name of developer	
Name of development	
Title particulars of development	

To:

[Name and address of developer]

1. I hereby determine that the amount of deposit required to be deposited by you under section 81(1) of the Strata Management Ordinance, 2019 **[Cap. 76]** shall be the sum of RM.....

2. The said deposit in the sum of RM.....shall be paid by you to me in cash or bank guarantee within fourteen days from the receipt of this notice.

Dated.....

.....
 Signature of Commissioner of Buildings/*authorised signatory
[Name of local authority]

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 29

(Regulation 45(3))

NOTICE OF CLAIM AGAINST COMMON PROPERTY DEFECTS ACCOUNT

Name of developer	
Name of development	
Title particulars of development	

To:

The Commissioner of Buildings
[Name of local authority]

*I/We.....(NRIC No./Passport No./Company No./Registration No.....) ofbeing a *parcel owner/subsidiary proprietor of *Parcel No./Unit No.....*Building No./Block No.....in the above development hereby give notice of claim against the Common Property Defects Account, on the following grounds:.....

.....
(brief description of defects to common property required to be rectified).

or

*We.....being the *joint management body / *management corporation/*subsidiary management corporation for the above development hereby give notice of claim against the Common Property Defects Account, on the following grounds:

..... *(brief description of defects to common property required to be rectified)*

Dated.....

.....
 Signature of parcel owner/subsidiary proprietor or authorised signatory of *joint management body/*management corporation/ *subsidiary management corporation

Name:.....
 NRIC No./Passport No./Company No./Registration No.:.....
 *Designation:

**delete whichever is not applicable*

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 30

(Regulation 54)

CERTIFICATE OF INSPECTION OF *INTER-FLOOR LEAKAGE/
 *DAMAGE TO A SEPARATION WALL

Name of development	
Affected *Parcel No./Unit No.	
Building No./Block No.	
Name of *parcel owner/*subsidiary proprietor of affected parcel	
Name of person or body managing the building and common property in the development (e.g. the *developer / *joint management body / *management corporation / *subsidiary management corporation /*property manager / *managing agent appointed by Commissioner)	

To:

Name and address of *parcel owner/*subsidiary proprietor of affected parcel; and Name and address of the party responsible to rectify inter-floor leakage/*damage to a separation wall

1. I/We,.....the *developer/ *joint management body/ *management corporation/ *subsidiary management corporation/ *property manager/ *managing agent appointed by the Commissioner being the person or body maintaining and managing the above stated building and common property in the above stated development hereby confirm that we have received a notice from the abovenamed *parcel owner/*subsidiary proprietor of the above stated affected parcel on.....

2. In accordance with regulation 52 of the Strata Management (Management and Maintenance) Regulations, 2022 we have on carried out an inspection of the affected parcel other *parcels/units No...../*the common property/*limited common property.

3. We have determined that the cause of the inter-floor leakage/*damage to a separation wall is due to the following defect –

.....
[briefly describe the defect that has caused the *inter-floor leakage/*damage to a separation wall].

4. We have determined that the party responsible to rectify the defect that has caused the *inter-floor leakage/*damage to a separation wall to be [state name and address of party responsible and *parcel no./unit no. if applicable]

Dated:.....

.....
Signature of authorised signatory for *developer / *joint management body / *management corporation / *subsidiary management corporation / *property manager/ *managing agent appointed by Commissioner, who carried out the inspection

Name:.....

NRIC No./Passport No.:.....

Designation:.....

STRATA MANAGEMENT ORDINANCE, 2019
STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 31

(Regulation 74)

ORDER REQUIRING ATTENDANCE OF ANY PERSON

To:

[Name and address of person required to attend before Commissioner]

WHEREAS the Commissioner or its authorised officer is investigating the commission of an offence under the Strata Management Ordinance, 2019 [Cap. 76] namely that—

.....
(brief description of offence being investigated)

AND WHEREAS it appears to the Commissioner or its authorised officer that you are a person acquainted with the facts and circumstances of the above case.

TAKE NOTICE THAT you are hereby ordered to attend before the Commissioner or its authorised officer at.....(state place to attend) on.....(state the day), theday of 20..... at a.m./p.m.

IF you refuse to attend as required, the Commissioner or its authorised officer may report such refusal to a Magistrate who shall issue a summons to secure your attendance.

Dated:.....

.....
Signature of Commissioner of Buildings/*authorised signatory
[Name of local authority]

STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE) REGULATIONS, 2022

FORM 32

(Regulation 75)

ORDER TO PROVIDE TRANSLATION

To:

[Name and address of person required to provide translation]

WHEREAS the Commissioner or its authorised officer in the exercise of the powers under the Strata Management Ordinance, 2019 [Cap. 76] (“the Ordinance”), has seized, detained or taken possession of the following book, register, document or other records, namely—

.....
(brief description of documents seized or detained or taken possession of)

AND WHEREAS you are the person who had possession of the above book, register, document or other records.

TAKE NOTICE THAT you are hereby required to furnish to the Commissioner or its authorised officer at..... (state place to furnish translation) on or before [state the day,] the day of20....., an accurate, faithful and true translation in Bahasa Malaysia or English of the following book, register, document or other records, namely—

.....
(brief description of documents that require translation)

IF you refuse to furnish the translation as required or if you knowingly furnish a translation which is not an accurate, faithful and true translation, you commit an offence under section 123(3) of the Ordinance and shall, on conviction, be liable to be a fine not exceeding one hundred thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Dated.....

.....
Signature of Commissioner of Buildings/*authorised signatory
[Name of local authority]

Made this 10th day of May, 2022.

DATO SRI DR. SIM HUI KIAN
Minister for Public Health, Housing and Local Government Sarawak

MLGH/L/192 JLD. 2 (38)

