

THE STREAM IS
STARTING
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Management Bodies: Duties, Powers & Responsibilities

Ministry of Public Health, Housing and Local Government
Sarawak

Strata Management Ordinance, 2019

MANAGEMENT BODIES: DUTIES, POWERS & RESPONSIBILITIES

Key Information

- Cardinal Principles:
 - Subsidiary title with or without accessory parcel attached;
 - Shared facilities with shared responsibilities
 - Derived from subdivision of building and or land parcel;
- If you own parcel in the strata development scheme, you are part of its management bodies
- At each annual general meeting, the management bodies will elect people to sit on the management committee, which can make smaller, day-to-day decisions for them
- The purchaser and the Developer to pay maintenance charge and contribution to sinking fund
- Developer or management bodies cannot collect monies unless accounts are opened

Key Information (cont.)

- Developer will not last forever
- Destiny in the hand of the property owners
- Accountability / fiduciary duties under trust
- Management of a strata development scheme is always technically daunting and challenging
 - especially for developers; management bodies and management committees; building managers; managing agents; new strata owners in JMB, MC and SMC; and COB & deputies
- The objectives of SSTO, SMO and SMMR are to regulate the development, management and maintenance of strata development schemes.

Briefing Outline

Cycle of Strata Development & Management

Management Bodies & Timeline

Developer's Management Period

Joint Management Body

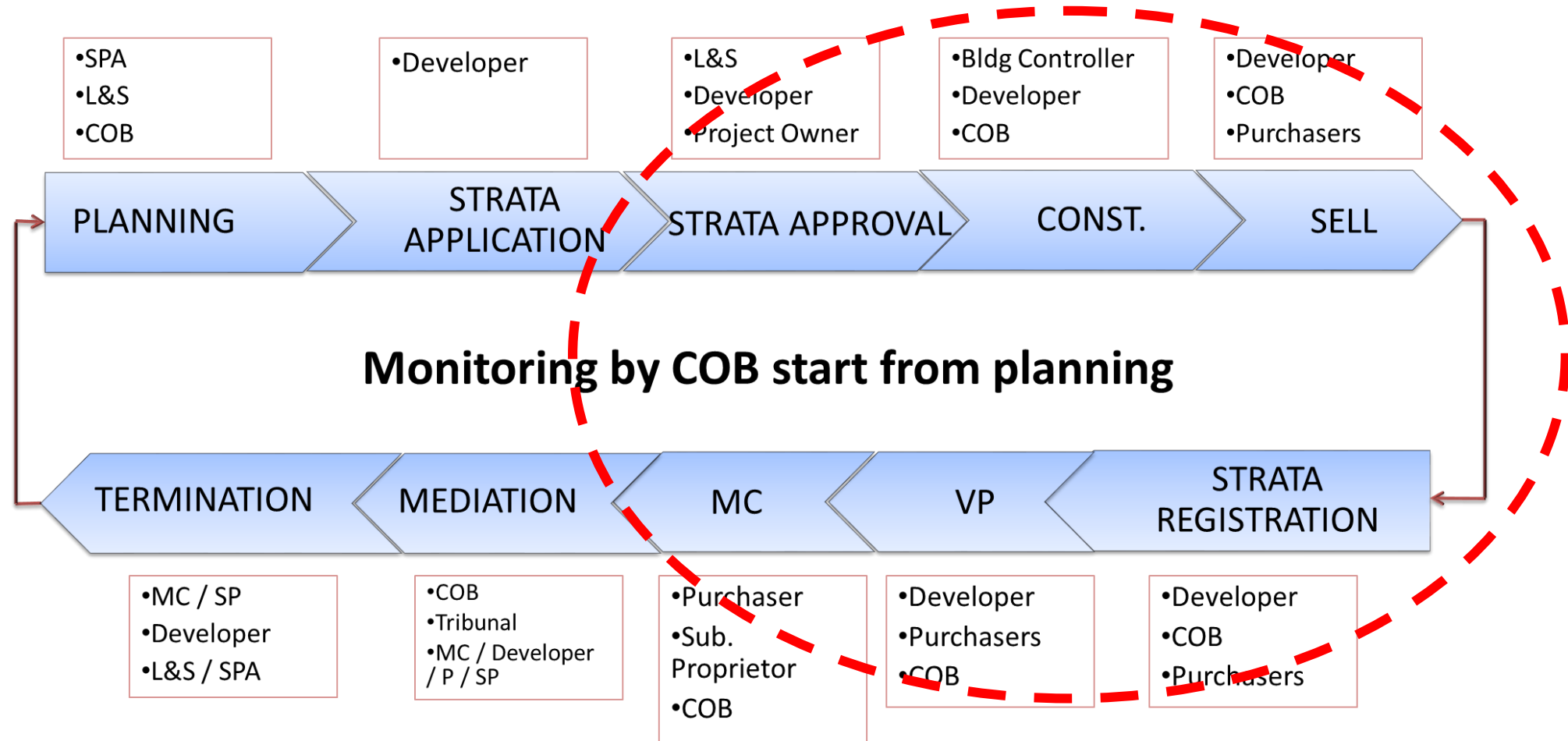
Management Corporation

Subsidiary Management Corporation

Management Bodies: Duties, Powers & Responsibilities

CYCLE OF STRATA DEVELOPMENT AND MANAGEMENT RESPONSIBILITIES

Cycle of Strata Development and Management



Dealings in Building or Land Intended to be Subdivided into Parcels

- Developers are prohibited from selling any parcel or proposed parcels or unless:
 - a strata subdivision plan;
 - a proposed quantum of provisional share unit for each provisional block (phased development) has been filed with the COB; and
 - complying with all requirements under the Housing Development (Control and Licensing) Ordinance, 2013 [Cap. 69] and any regulations made there under.
- Selling of any parcel or proposed parcel in any provisional block is prohibited unless proposed allocation of provisional share units among new parcels in the provisional block has been filed with COB.

Ref: [S.5 (1) & (2)]

Strata Subdivision Plan Filed with COB

- shall be deemed to be the allocated share units assigned to each parcels.
- valid until such time as the certified strata plan has been filed pursuant to the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75/2019].
- to be exhibited in a conspicuous position on in any office and branch office of the developer and at such place where sale of a parcel is conducted.
- Filing of SSP to COB via 6 copies of Form 1 and prescribed fees – RM 5 per parcel
- SSP can be revised if building plans was amended by Local Authority - Form 2 @ RM 5 per parcel
- SSP plan also applies to phased development (provisional block) – Form 3 @ RM 10 per parcel or Form 4 – revised @ RM 10 per parcel on affected parcel
- COB to endorsed on the SSP

Ref: [SSTO S.17, SMO S.5 (5) & (6)] R.5 (1) & (3) & R.6 (1) & (2)]

Allocated Share Units

- Where:
 - no share units have been assigned to each parcel; and
 - the sale of a parcel by a developer was made before 1st March 2022
- share units for each parcel shall be assigned by the proprietor in accordance with Strata (Subsidiary Title) Ordinance, 2019 [Cap. 75/2019] – Fourth Schedule SSTO
- shall file with the COB the strata subdivision plan and 4 copies of Form 5 with a fee of RM 5 per parcel.

Assignment of Share Units Where no Share Units Have Been Assigned

- COB shall appoint any other person or body to assign the share units for each parcel in accordance with Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75] if the proprietor or the person that manage the building fail to assign the share units or purchaser not satisfied.
- appointed other person or body have 90 days to file the assignment of share units in Form 5 with prescribed fees (4 copies).
- Assigned share units are deemed to be the allocated share units until the certified strata plan has been filed by the Superintendent pursuant to the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75]
- Allocated share units to be signed by COB

Ref: [S.7 (2), R.8 (2) & (3) & R.9]

Factors to Consider in Assignment of Share Units Where no Share Units Have Been Assigned

- rely on information contained in the sale and purchase agreement between the developer and the purchaser of each parcel;
- rely on information contained in the approved building plans relating to the building or buildings in the development; or
- 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.
- Provision of SSTO Fourth Schedule and Rules issued under SSTO or Survey Administrative and Technical Circular No. 1 / 2022

Ref: [SMMR R.8 (4) & SSTO]

Management Bodies: Duties, Powers & Responsibilities

MANAGEMENT BODIES & TIMELINE

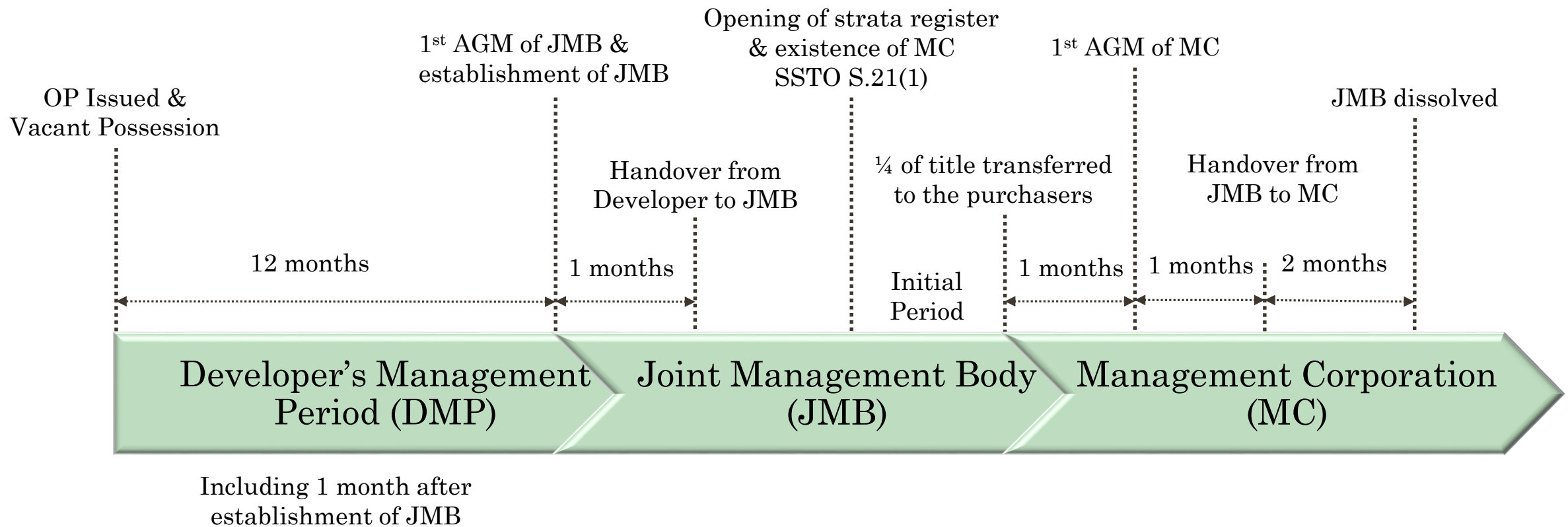
Who is Responsible to Manage and Maintain?

- Management and maintenance of buildings under the SMO falls under the responsibility of:
 - the developer:
 - Developer's Management Period (DMP); or
 - Preliminary Management Period (PMP);
 - the Joint Management Body (JMB); and
 - Management Corporation (MC)
 - Subsidiary Management Corporation (SMC)
- These bodies are a requirement under the Ordinance, and are designed to provide a centralised body responsible for, and empowered to, oversee and organise management and maintenance on a strata development site.

Management Bodies Timeline

- When a new property is completed, these duties originally fall to the developer under what is known as the Developer Management Period (DMP) – last until 1 month after JMB formation or date as extended by COB. (MC has not been established)
- JMB is to be formed within 12 months from:
 - date of OP if issued before 1st March 2022; or
 - First delivery of VP of a parcel to a purchaser if OP issued after 1st March 2022.
 - Shall comprised of the developer, as well as purchasers of building parcels.
 - Cease 3 months after the formation of MC
- MC is established at the point the developer successfully completes subdivision of the building and relevant strata titles have been issued and transferred to individual owners (25% excluding those owned by the developer).

Ref: [S.6 , 16 & 47 (1) & SSTO S.21 (1)]

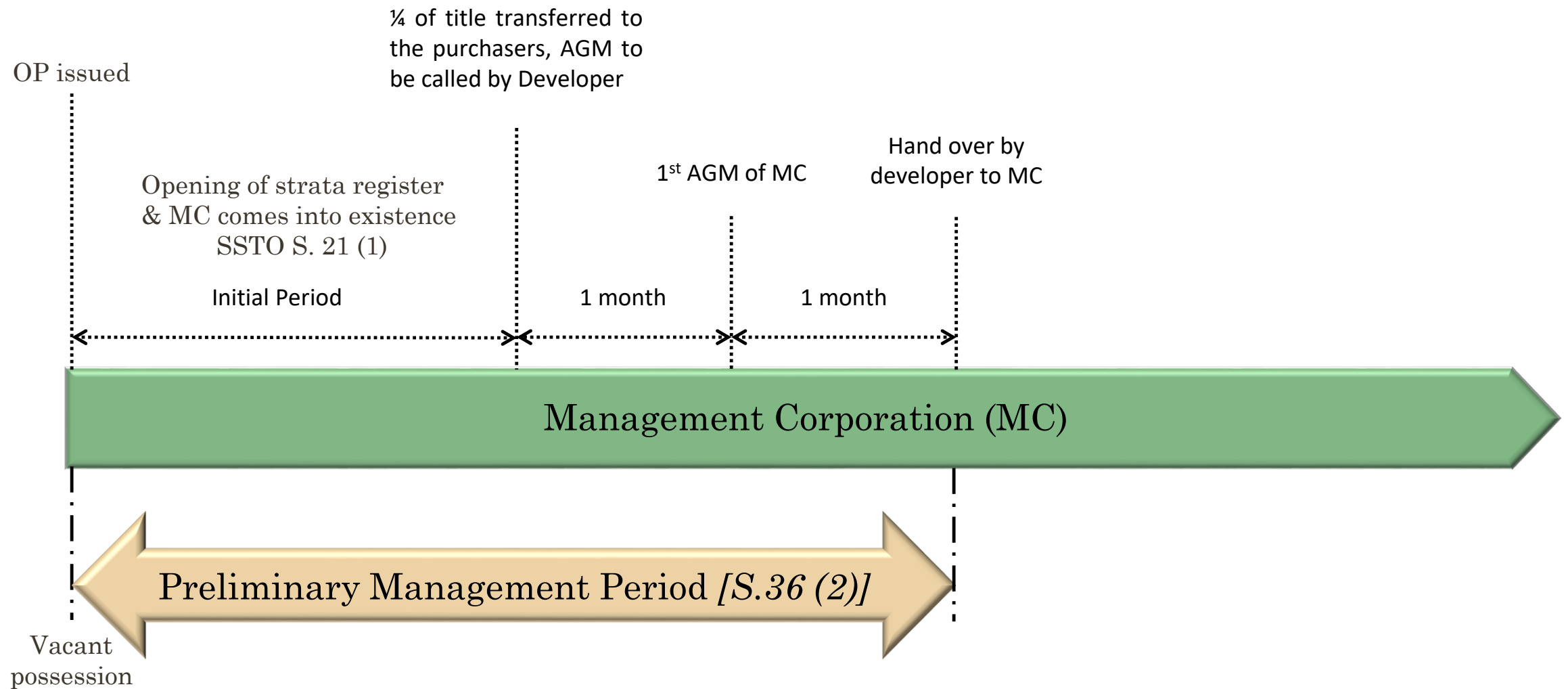


Ref: [S.6 , 16 & 47 (1) & SSTO S.21 (1)]

Management Bodies Timeline (cont.)

- Preliminary Management Period [S.36 (2)] - for the situation where:
 - the strata register is opened,
 - individual strata titles are issued and
 - MC comes into existence [S.21 (1)] before the convening of the JMB's 1st AGM [S.16 (5)].
- “preliminary management period” - the period commencing from the date of first delivery of VP of a parcel to a purchaser by the developer until 1 month after the 1st AGM of the MC

Ref: [S.36 & SSTO S.21 (1)]



What is Responsible Parties Actually Responsible?

The Developer(DMP), JMB or MC are responsible for lots of things, but what are all those things they are actually responsible for?



- Maintain and manage common shared areas
 - Determine, bill, and enforce collection of maintenance charge and contribution to the sinking fund
 - Ensure the property is appropriately insured and protected
 - Comply with building regulations and notices enforced by local authorities
 - Maintain appropriate register of all owners
- Ensure financial transparency of maintenance and sinking fund accounts
 - Enforce relevant by-laws or house rules
 - Meeting other expenses of a general or regular nature relating to the management and maintenance and management of the buildings or lands intended to be subdivided into parcels and the common property.

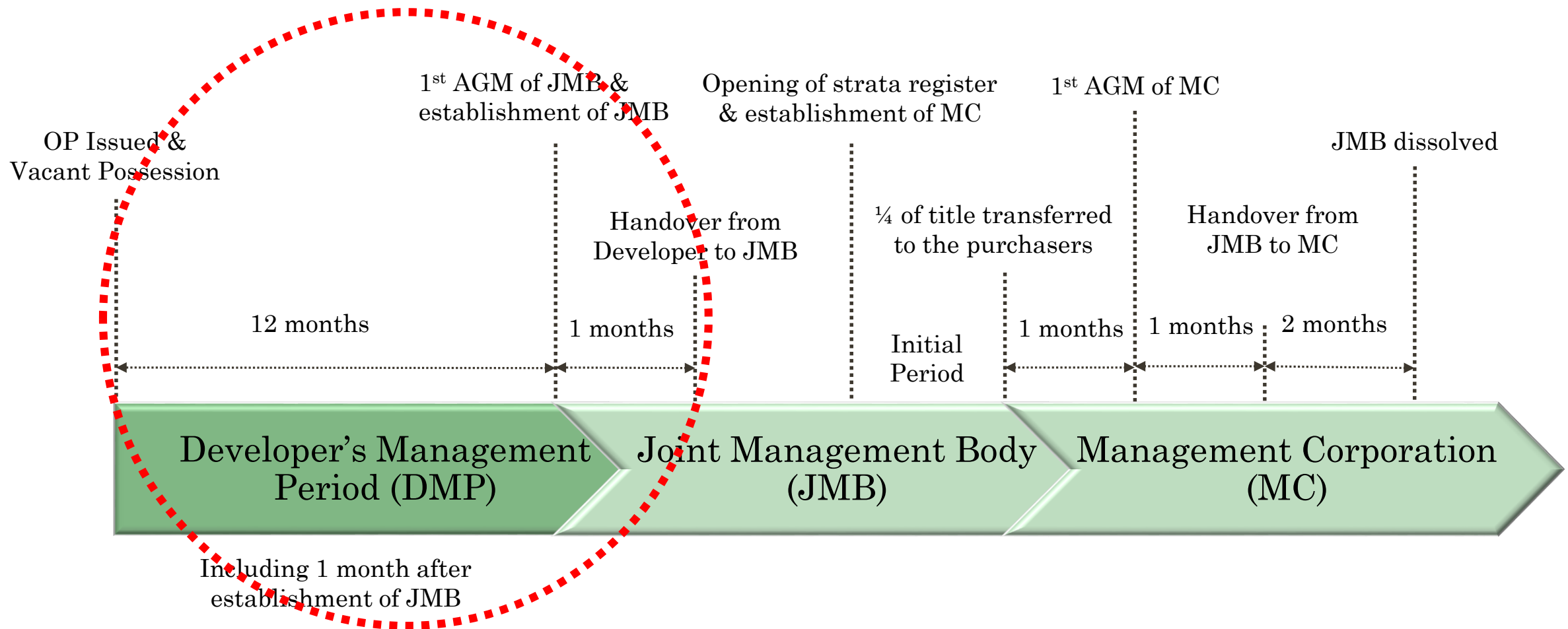
Who Administers the Day-to-Day Duties?

- The JMB or the MC shall elect an entity known as the management committee to do the day to day management and maintenance of a subdivided development.
- The management committee may employ professional managing agent or property manager to do this on their behalf.
- The JMC is a committee comprised of no less than 3 and no more than 14 members, and is responsible for the day-to-day administration of management and repairs required for a subdivided building or development.

Ref: [S.20, Paragraph 2 4th Schedule]

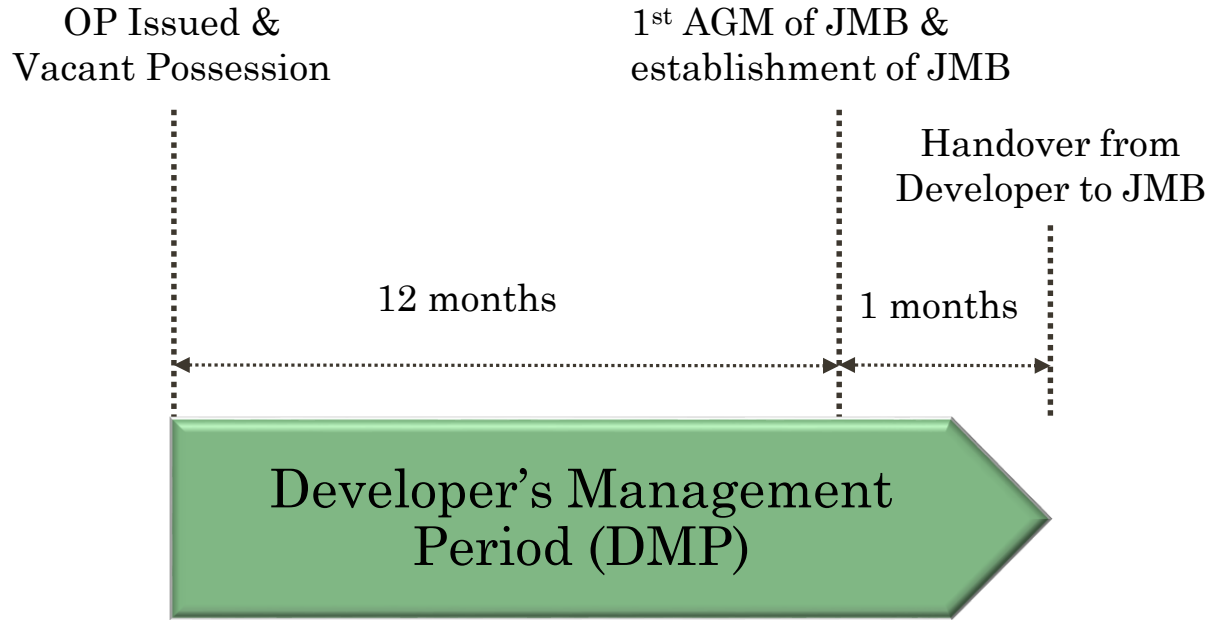
Management Bodies: Duties, Powers & Responsibilities

DEVELOPER'S MANAGEMENT PERIOD (DMP)



Ref: [S.6 , 16 & 47 (1) & SSTO S.21 (1)]

Developer's Responsibilities



- including 1 month after establishment of JMB
- perform its duties and exercise its powers (First Schedule)
- to establish maintenance & sinking fund account (14 days after 1st March 2022 / OP issued). No collection of monies before accounts are opened
- operation of accounts until expiry of DMP
 - not form part of the property of the developer
 - be held in trust for the purchasers
 - to be used solely for the purpose of meeting the actual or expected OPEX and or expected CAPEX necessary

- pay maintenance charge and contribution (unsold parcel)
- responsible to manage and maintain any building or land intended to be subdivided into parcels and the common property
- ensure that a separate and distinct area is set aside out of the common property of the development for the sole purpose of an administration office for the carrying out of duties of the developer under the Ordinance;
- not be entitled to be paid any remuneration for carrying out the management and maintenance of a building or land intended to be subdivided into parcels and the common property in the development; and
- be allowed to enter into any contract for the purposes of management and maintenance but shall not extend beyond DMP
- developer is obliged to call 1st AGM of JMB and shall properly handover within 1 month after JMB establishment(R: 11)

Ref: [S.6 (2), 8, 9, 10, 11,12 & 16 & SMMR R.11]

Maintenance Account Usage

Shall be used solely for the purpose of meeting the actual or expected general or regular expenditure necessary in respect of:

- maintaining the common property
- paying for expanses – cleaning, security services and amenities
- paying insurance premium effected by Ordinance or approved by special resolution of EGM
- effecting the periodical inspection of the building
- minor painting works on the premises of the common property;
- carrying out inspection of all electrical wiring systems of the common property and replacing or repairing any faulty wiring system, if any;

Ref: [S. 9 (4)(c)]

Maintenance Account Usage (cont.)

- carrying out inspection, maintenance and repair of the main water tanks;
- paying rent and rates, if any;
- paying any fee incurred for the auditing of the accounts;
- paying all charges reasonably incurred for the administration of the account required to be maintained under the SMO as may be determined by the COB
- paying the remuneration or fees for the property manager or managing agent appointed under Part VI;

Maintenance Account Usage (cont.)

- paying any expenses, cost or expenditure in relation to the procurement of services, including the engagement of consultants, legal fees or costs, and other fees or costs, properly incurred or accepted in the performance of its functions and the exercise of its powers under the Ordinance; or
- meeting other expenses of a general or regular nature relating to the maintenance and management of the buildings or lands intended for subdivision into parcels and the common property.

Sinking Fund Account

To be used solely for the purpose of meeting the actual or expected capital expenditure in respect of the following matters:

- the painting or repainting of any part of the common property;
- the acquisition of any movable property for use in relation to the common property;
- the renewal or replacement of any fixture or fitting comprised in any common property;

Some Clarifications on Maintenance and Sinking Usage

- Open accounts within 14 days if OP issued after 1st March 2022. In the event OP received late? Name of accounts to be opened?
- “maintenance charges reasonably incurred for the administration of accounts” required to be maintained means the annual accounts maintenance fees as charge by the financial institution or fees charged by auditor's firm or engagement of an accountant.
- Acquisition of movable property in relation to common property maintenance such as jet washer or lawn mower
- Fixtures and fittings – fixtures such as toilet bowl and sink in a common toilet area whereas fittings is something that is removable such as carpets or even screws and nails
- Provision of management office is under capital expenditure. Therefore it is expected to be provided with basic furnishing such as table and chairs, office equipment, PC and printer,
- responsible to manage and maintain any building or land intended to be subdivided into parcels and the common property (excluding the contractual obligations and responsibilities expected for installations etc if any during DLP)
- ensure that a separate and distinct area is set aside out of the common property of the development for the sole purpose of an administration office for the carrying out of duties of the developer under the Ordinance; (no minimum standards)
- not be entitled to be paid any remuneration for carrying out the management and maintenance of a building or land intended to be subdivided into parcels and the common property in the development including employees.
- “property manager” means a person who is registered with and has been issued with an authority to practise property management by the Valuers, Appraisers, Estate Agents and Property Managers Act 1981 [Act 242] and appointed by the Commissioner under section 76; Therefore developer's employee is not one

Difference between fixtures and fittings

- The term itself is confusing in the context of real estate
- No legal definition causing problems attempting to distinguish the difference
- Generally, it is accepted that fixtures are items that are secured or fixed to walls or floors. Can be considered as permanent items of a building and not usually removed – socket, plumbing and pipelines, sinks, toilet
- Fittings are items that are free standing or hung by nail or hook and not permanent such as lampshades, curtain carpet

Fixtures

Are secured or fixed to the walls or floors

Not usually removed when the property is sold

Examples include, lights, sinks, toilets, plugs and sockets

Fittings

Free standing items

Can be removed if the property is sold

Examples include carpets, curtains, kitchen appliances, etc

First Schedule: Duties of Developer During DMP

(a) to manage and maintain the building or land intended to be subdivided into parcels and the common property, and keep it in a state of good and serviceable repair;

(b) to determine and impose the maintenance charge to be deposited into the maintenance account;

(c) to determine and impose the contribution to the sinking fund to be deposited into the sinking fund account;

(d) to effect insurance according to this Ordinance;

(e) to comply with any notice or order given or made by the local authority or any competent public authority requiring the abatement of any nuisance on the common property, or ordering repairs or other work to be done in respect of the common property or other improvements to the common property;

(f) to prepare and maintain a register of all parcel owners of the building or land intended to be subdivided into parcels;

(g) to ensure that the maintenance account and sinking fund account are audited and to provide audited financial statements for information to all purchasers;

(h) to enforce by-laws;

(i) to comply with any direction of the Commissioner for matters connected therewith; and

(j) to do such other things as may be expedient or necessary for the management and maintenance of the building or land intended to be subdivided into parcels and the common property.

First Schedule: Powers of Developer During DMP

- (a) to collect the maintenance charge from the parcel owners in proportion to the allocated share units of their respective parcels;
- (b) to collect the contribution to the sinking fund from the parcel owners;
- (c) to authorize expenditure for the carrying out of management and maintenance of the building or land intended to be subdivided into parcels and the common property;
- (d) to recover from any parcel owner any sum expended by the developer in respect of that parcel in complying with any such notice or order referred to in paragraph (e) of developer's duties; and
- (e) to do all things reasonably necessary for the performance of its duties under this Ordinance.

Notes on Prohibition on Collection of Monies Before Accounts are Opened

any developer of a development which has been completed on or before 1st March 2022 and has, immediately before that date, been collecting monies from the purchasers for the management and maintenance of any building or land intended to be subdivided into parcels and the common property comprised in the development, may continue to do so until the JMB is established, PROVIDED that all monies collected shall be dealt with by the developer in accordance with the Ordinance.

AND

Submission of Audited Account of Monies Collected by Developer in Respect of Maintenance Charge for Building or Land Intended to be Subdivided into Parcels Completed before Commencement of the Ordinance

Any developer of a development which OP has been issued before 1st March 2022, where MC has not been established, shall **no later than 6 months after** the establishment of the **JMB submit to the COB an audited account of all monies** collected and expended for the purpose of the management and maintenance of any building or land intended to be subdivided into parcels and the common property, prior to the establishment of JMB vide Form 11.

COB may extend the period not exceeding 3 months

Ref: [S.27 (1), (2) & SMMR R.15]

Duties of Developer in Relation to Accounts

- For the period starting from the commencement of the DMP, prepare accounts and records of accounts that sufficiently explain the transactions of the accounts and enable true and fair balance sheet, income and expenditure statement and profit and loss statement
- Appoint an approved company auditor to carry out the audit of the accounts annually
- The accounts for handing over to the JMB shall be audited up to the date of the actual transfer; and
- Audited accounts for the 1st AGM of the JMB shall be up to a date not earlier than 3 months before the meeting;

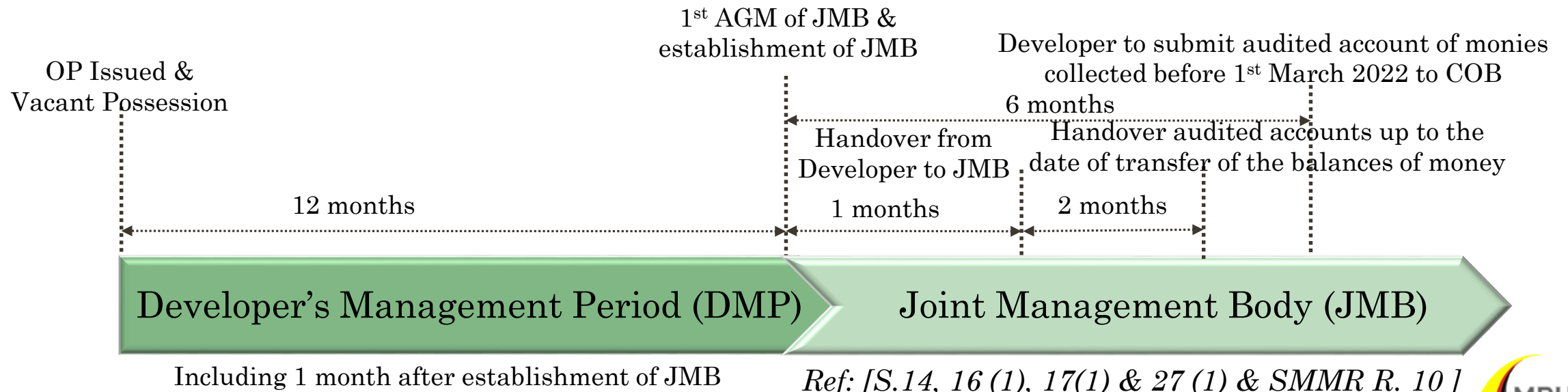
Duties of Developer in Relation to Accounts (cont.)

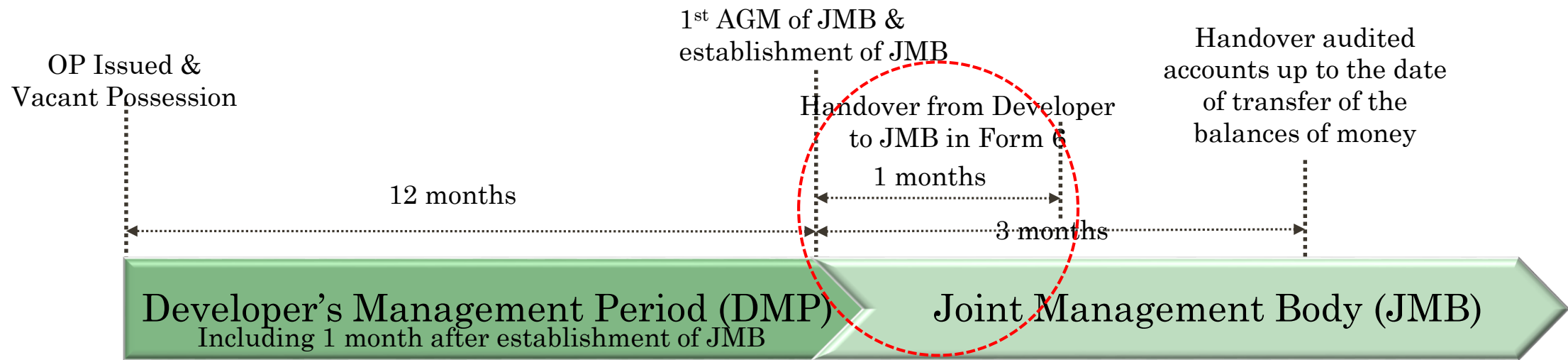
- File with the Commissioner a certified true copy of the audited accounts together with the auditor's report within 14 days of the accounts being audited
- Permit the COB full and free access to the accounts and records of accounts and to make copies or extracts of such accounts and records of accounts.
- The developer shall furnish to the COB or any public authority such returns, reports, accounts and information with respect to its activities and finances as the COB may, from time to time, require or direct.
- Bear expenses incurred on the appointment of approved company auditor by COB for investigation on the accounts and records of accounts

Ref: [S.13]

Duty of developer to convene first annual general meeting of joint management body

- Developer is obliged to call 1st AGM for the establishment of the JMB within 12 months:
 - OP issued before 1st March 2022; or
 - OP issued after 1st March 2022 and date of first VP of a parcel to a purchaser
- Handover to JMB before DMP expire shall be in Form 6.





Before DMP expires:

- transfer all balances of monies in accounts
- handover the administration office
- handover the audited or unaudited accounts (maintenance and sinking fund)
- handover all the assets of the development; and
- handover all records relating to and necessary for the management and maintenance
- handover all invoices, receipts and payment vouchers in respect of the maintenance account and sinking fund account.

liabilities not to be transferred

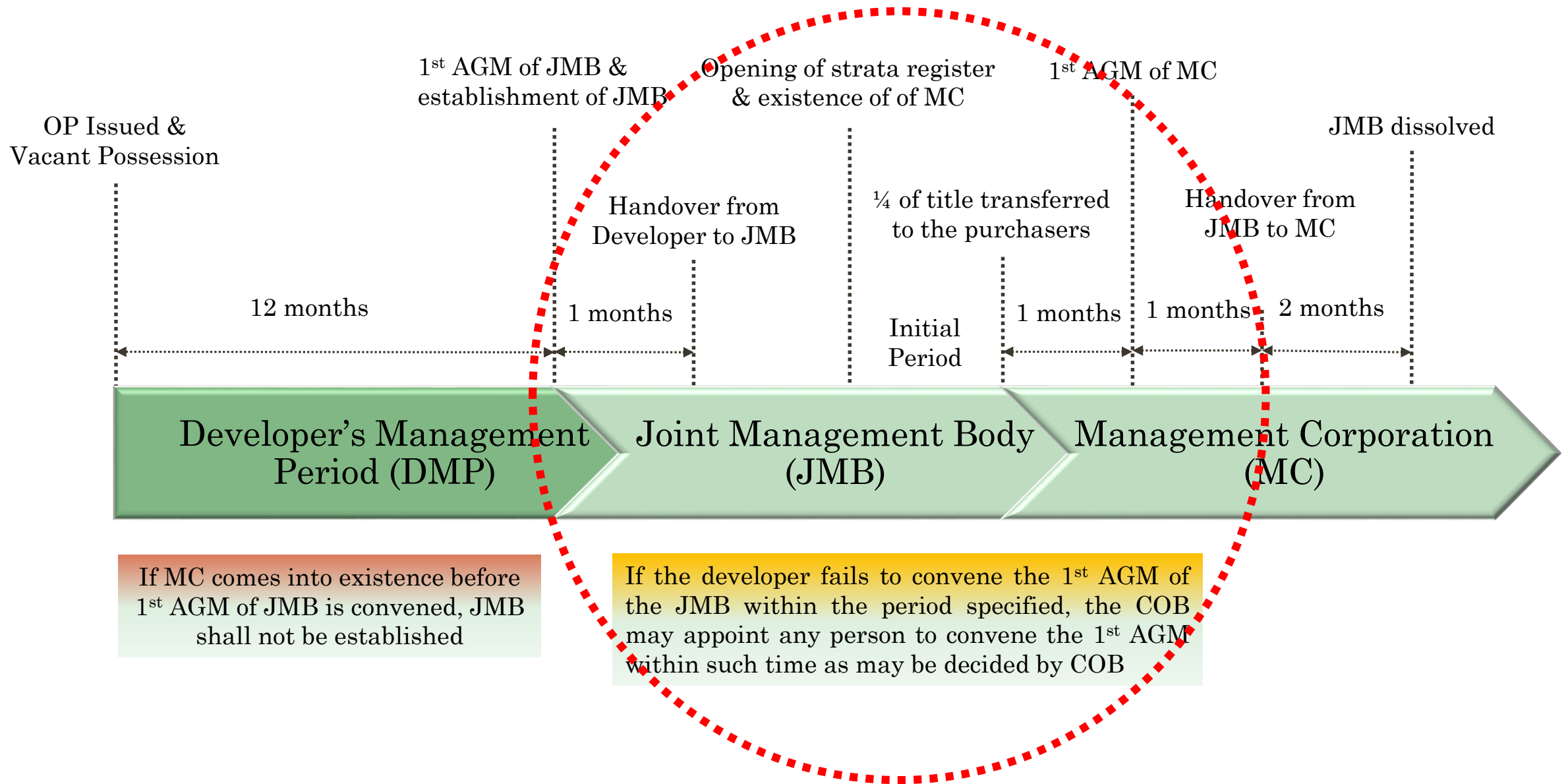
any balance of monies in the maintenance account and in the sinking fund account that has not been transferred by the developer before DMP expiry, shall vest in the JMB on the date of the expiry of the DMP

If only unaudited accounts have been handed over, the developer shall, handover to the JMB the audited accounts up to the date of transfer of the balances of money within 3 months after the expiry of DMP

Ref: [S.14, 15 & 16 (1) & SMMR R. 14]

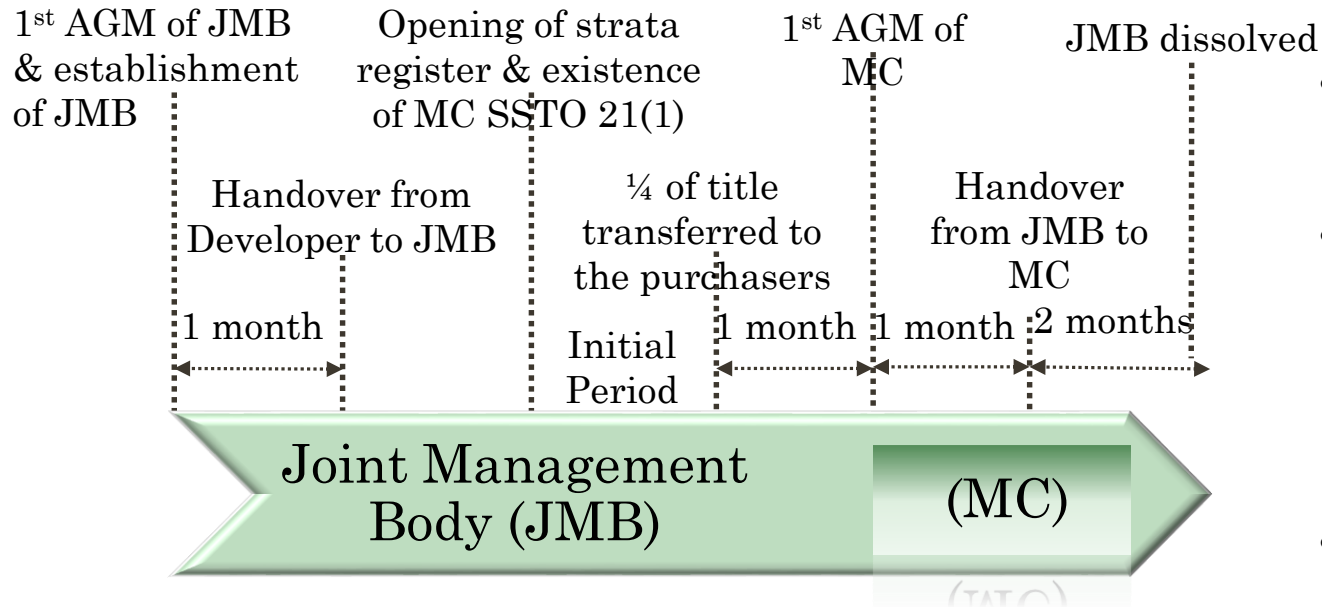
Management Bodies: Duties, Powers & Responsibilities

MANAGEMENT BY JOINT MANAGEMENT BODY (JMB)



Ref: [S.16 , 17 & 18 & SMMR R. 13 & 16]

JMB's Responsibilities



a body corporate having perpetual succession and a common seal

may sue and be sued

shall comprise the developer and purchasers

inform and register with COB within 30 days

certificate of establishment – Form 9

register of parcel owner – Form 12

establish maintenance and sinking fund accounts

- perform its duties and exercise its powers as provided under the Third Schedule
- shall not enter into any contract relating to the management and maintenance of any buildings or lands intended to be subdivided into parcels and the common property for any period exceeding 12 months.
- work or act shall be recoverable by it from that parcel owner as a debt in an action in any court of competent jurisdiction or before the Tribunal
- shall elect joint management committee which shall, subject to any restriction or direction as imposed at a general meeting
- create or amend by-laws

Ref: [S.16 , 17 & 18, 19, 28 (1) & SMMR R. 13 & 16]

Third Schedule: Duties and Powers of JMB

- Manage and maintain
 - Determine and impose maintenance charges (maintenance account) and contribution to sinking fund account
 - Effect insurance
 - Comply with any notice
 - Prepare and maintain register of all parcel owners
 - Ensure accounts are audited and provide audited financial statements for information to its members
 - Enforce by-laws
 - Comply and carry out COB directives
 - Any other things expedient and necessary for the management and maintenance
- Collect maintenance charges and contribution to the sinking fund (10% of maintenance charge or such amount as determined by AGM – not less than 10%)
 - Authorise expenditure for management and maintenance
 - Recover from parcel owner any sum expended by the developer in complying with the notice
 - Purchase, hire or otherwise movable property for use by parcel owners (common property area)
 - To arrange or secure the services of any person or agent to undertake the management and maintenance of the common property
 - To make by-laws for the proper management and maintenance
 - To do all things reasonably necessary for the performance of JMB duties

Fourth Schedule: Provision for Management Committee

- Constitution of management committee
- Nomination of candidates for election as management committee member
- Vacation of office member of management committee
- Quorum for management committee meetings
- Meetings and proceedings of the management committee
- Power to employ agents and servants
- Keeping of records and accounts
- Acts of management committee valid notwithstanding vacancy
- Resolution of management committee in writing
- AGM / EGM and meeting notice
- Requisition for motions to be included on agenda for general meeting
- List of names of persons entitled to vote
- Quorum at general meeting
- Chairman of general meeting
- Manner of deciding matters at general meeting
- Proxy
- Powers of proxies
- Authority not to be revoked by death of principal
- Voting right of subsidiary proprietor and co-proprietor
- Subsidiary proprietor representative
- Common seal

Register of Parcel Owners

- shall prepare and maintain a register in Form 12, containing the following particulars in respect of all the parcels in the development:
 - the allocated share units assigned to each parcel;
 - the floor area of the parcel;
 - the name and address of every parcel owner or his last known address at which notices may be served on the parcel owner; and
 - the name and address of the solicitor acting for the parcel owner in the sale and purchase of the parcel, if any.

Ref: [S. 28 (1) & SMMR R. 16]

JMB to Establish Maintenance and Sinking Fund Accounts under its Name

Shall open, maintain, control and administer a maintenance account with a bank or financial institution consisting off:

- all balances of monies transferred by developer
- all contributions to the sinking fund account paid by the parcel owners to the JMB.
- all or any part of the maintenance charge imposed by or payable to the JMB under the Ordinance
- all monies derived from the lease, rent or use of any property which may be lawfully charged by the JMB;
- all other monies and property which may in any manner become payable to or vested in the JMB in respect of any matter incidental to its functions and powers; and
- all other monies lawfully received by the JMB, including interest, donation and trust.

Ref: [S. 21 (1), (2) & 22 (1)]

Maintenance Account Usage

Shall be used solely for the purpose of meeting the actual or expected general or regular expenditure necessary in respect of:

- maintaining the common property
- paying for expanses – cleaning, security services and amenities
- paying insurance premium effected by Ordinance or approved by special resolution of EGM
- effecting the periodical inspection of the building
- minor painting works on the premises of the common property;
- carrying out inspection of all electrical wiring systems of the common property and replacing or repairing any faulty wiring system, if any;

Ref: [S. 21 (3)]

Maintenance Account Usage (cont.)

- carrying out inspection, maintenance and repair of the main water tanks;
- paying rent and rates, if any;
- paying any fee incurred for the auditing of the accounts required to be maintained by the joint management body;
- paying all charges reasonably incurred for the administration of the account required to be maintained by the JMB as may be determined by the COB
- paying the remuneration or fees for the property manager or managing agent appointed under Part VI;

Maintenance Account Usage (cont.)

- paying all the allowances and other expenses of the members of the joint management body and members of the joint management committee according to such rates as may be approved by the Commissioner;
- paying any expenses, cost or expenditure in relation to the procurement of services, including the engagement of consultants, legal fees or costs, and other fees or costs, properly incurred or accepted by the joint management body in the performance of its functions and the exercise of its powers under this Ordinance; or
- meeting other expenses of a general or regular nature relating to the maintenance and management of the buildings or lands intended for subdivision into parcels and the common property.

Ref: [S. 21 (3)]

Sinking Fund Account

To be used solely for the purpose of meeting the actual or expected capital expenditure in respect of the following matters:

- the painting or repainting of any part of the common property;
- the acquisition of any movable property for use in relation to the common property;
- the renewal or replacement of any fixture or fitting comprised in any common property;
- the upgrading and refurbishment of the common property; or
- any other capital expenditure as the joint management body deems necessary.

Duties of JMB in Relation to Accounts

- For the period starting from JMB's 1st AGM, prepare accounts and records of accounts that sufficiently explain the transactions of the accounts and enable true and fair balance sheet, income and expenditure statement and profit and loss statement
- Appoint an approved company auditor to carry out the audit of the accounts annually
 - The accounts for handing over to the MC shall be audited up to the date of the actual transfer; and
 - Audited accounts for the 1st AGM of the MC shall be up to a date not earlier than 3 months before the meeting;

Ref: [S.24 (1), (2) & (3)]

Duties of JMB in Relation to Accounts (cont.)

- File with the Commissioner a certified true copy of the audited accounts together with the auditor's report within 14 days of the accounts being audited
- Permit the COB full and free access to the accounts and records of accounts and to make copies or extracts of such accounts and records of accounts.
- shall furnish to the COB or any public authority such returns, reports, accounts and information with respect to its activities and finances as the COB may, from time to time, require or direct.
- Bear expenses incurred on the appointment of approved company auditor by COB for investigation on the accounts and records of accounts

Ref: [S.24 (1), (2) & (3)]

By-laws by the JMB

- JMB may, by a special resolution, make by-laws or make amendments to such by-laws or directions for the matters prescribed in the Fifth Schedule:
- Provided that such by-laws are not inconsistent with the regulations made under section 137.
- Bind the JMB, parcel owner and any chargee or assignee, lessee, tenant or occupier of a parcel
- Keep record of the by-laws in force
- On receipt of an application in writing supply to parcel owner at reasonable cost, a copy of the by-laws
- Make the by-laws available for inspection by any other person that have legitimate interest.

Ref: [S.30 (2), (3) & (4)]

Fifth Schedule: By-laws by JMB

- 1. Safety and security measures;
- 2. Details of any common property of which the use is restricted;
- 3. The keeping of pets;
- 4. Parking;
- 5. Floor coverings;
- 6. Refuse control;
- 7. Conduct;
- 8. Architectural and landscaping guidelines to be observed by all parcel owner; and
- 9. Imposition of fine not exceeding two hundred ringgit against any parcel owner, occupant or invitee who is in breach of any of the by-laws.

By-laws by the JMB (cont.)

- File the certified true copy of the by-laws currently in force under the seal of JMB to the COB within 14 days within from the date of the passing of the special resolution by the JMB approving the by-laws.
- The JMB or any parcel owner shall be entitled to apply to a court of competent jurisdiction or the Tribunal:
 - for an order to enforce the performance of or restrain the breach of, any by-laws; or
 - to recover damages for any loss or injury to any person or property arising out of the breach of any by-laws from,any person bound to comply with the by-laws.

Duties of JMB in Relation to Accounts

- For the period commencing from the 1st AGM of JMB, prepare accounts and records of accounts that sufficiently explain the transactions of the accounts and enable true and fair balance sheet, income and expenditure statement and profit and loss statement
- Appoint an approved company auditor to carry out the audit of the accounts annually
- The accounts for handing over to the MC shall be audited up to the date of the actual transfer; and
- Audited accounts for the 1st AGM of the MC shall be up to a date not earlier than 3 months before the meeting;

Duties of JMB in Relation to Accounts (cont.)

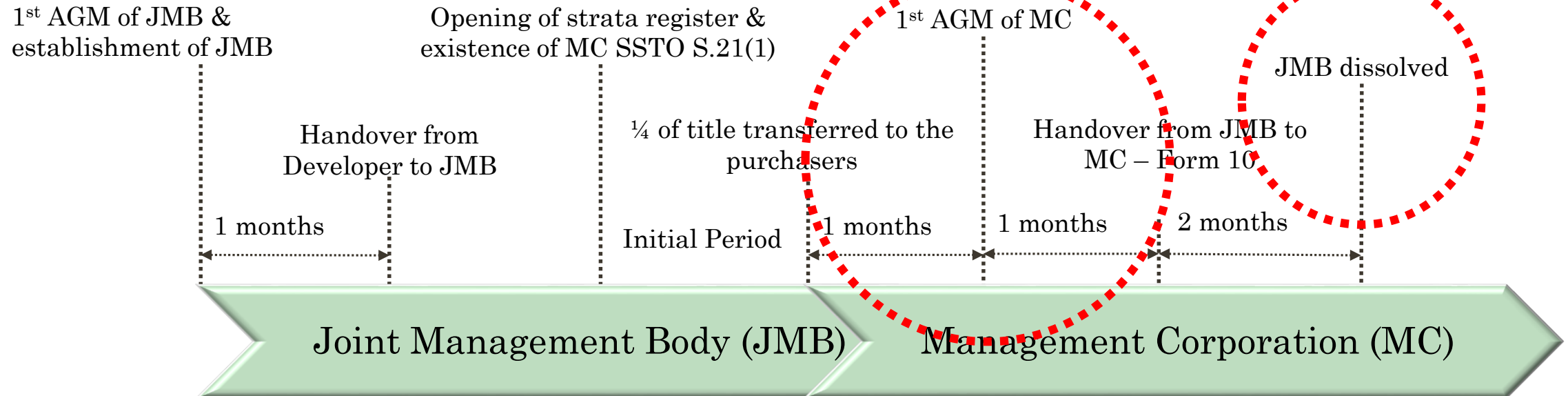
- File with the Commissioner a certified true copy of the audited accounts together with the auditor's report within 14 days of the accounts being audited
- Permit the COB full and free access to the accounts and records of accounts and to make copies or extracts of such accounts and records of accounts.
- The developer shall furnish to the COB or any public authority such returns, reports, accounts and information with respect to its activities and finances as the COB may, from time to time, require or direct.
- Bear expenses incurred on the appointment of approved company auditor by COB for investigation on the accounts and records of accounts

Ref: [S.24 (1), (2), (3) & (4)]

Duties of JMB in Relation to Accounts (cont.)

- All monies in the accounts required to be opened and maintained
 - which exceeds ten thousand ringgit and
 - which are not required for immediate use,shall be placed or deposited by the developer or the joint management body, as the case may be, into an income-bearing deposit account with a bank or financial institution.
- All monies received to be deposited into the respective accounts by the developer or the joint management body within 7 working days of receiving the monies.

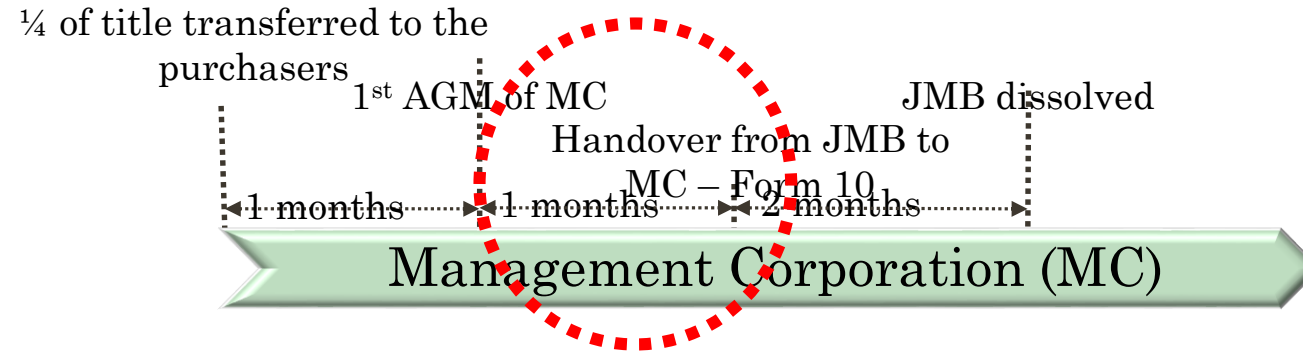
Duty of developer to convene first annual general meeting of MC



- Developer is obliged to call 1st AGM for the MC within 1 months of the initial period:
- JMB shall dissolve 3 months from the date of the 1st AGM of the MC for the development.

Ref: [S.47 (1) & (3)]

Handing over to MC and Dissolution of JMB



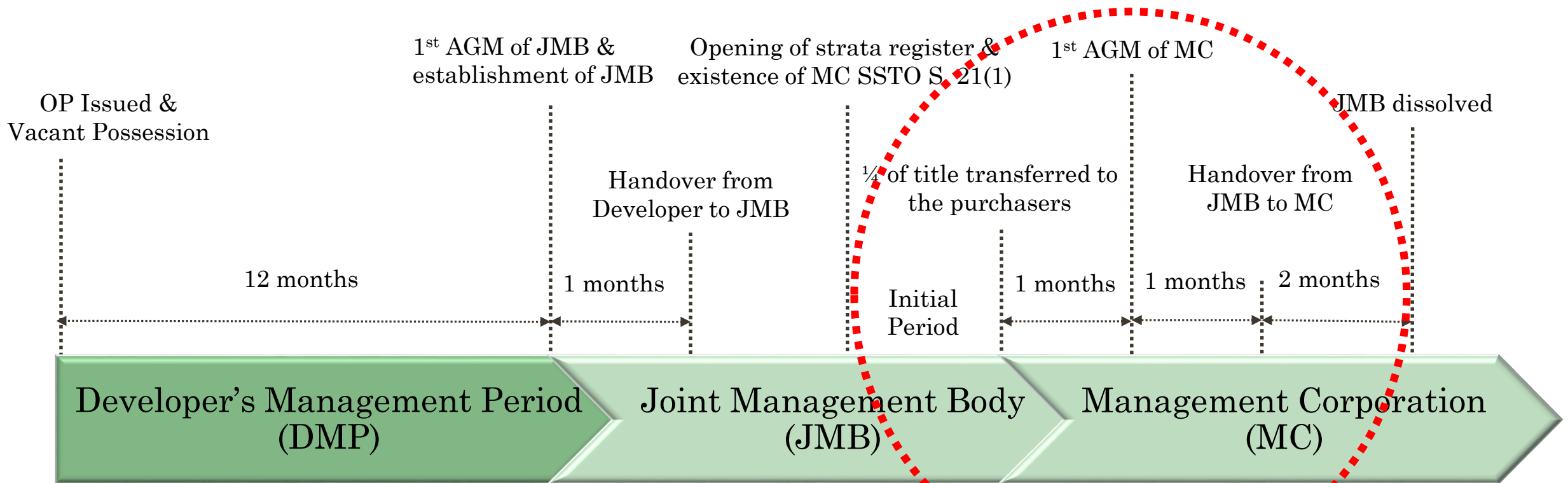
JMB within 1 month of 1st AGM of MC:

- transfer all balances of monies in the maintenance and sinking fund accounts
- handover any by-laws
- handover the audited or unaudited accounts (maintenance and sinking fund)
- handover all the assets and liabilities of the JMB;
- hand over all documents delivered by the developer to JMB
- handover all records relating to the subdivision of the building or land into parcels and common
- handover all records relating to the subdivision of the building or land into parcels and common property; and
- handover all records relating to and necessary for the management and maintenance of the building or land intended to be subdivided into parcels and common property.
- If only unaudited accounts have been handed over, the JMB shall, handover to the MC the audited accounts up to the date of transfer of the balances of money within 3 months after 1st AGM of the MC

Ref: [S.25 & SMMR R. 14]

Balances not transferred shall vest in management corporation

- any balance of monies in the maintenance account and in the sinking fund account which has not been transferred by the joint management body, the monies shall vest in the management corporation 1 month after the 1st AGM of MC
- Any right, power or remedy granted to, or any liability imposed on JMB in respect of the development including maintenance charges and contribution to sinking fund and other assets shall vest in the MC
- Any judgement or award of any arbitral or other tribunal obtained by the JMB not fully satisfied before the handing over expiry date, shall be enforceable by the MC



- If MC comes into existence before 1st AGM of JMB is convened, JMB shall not be established
- Developer is obliged to call 1st AGM for the MC within 1 month of the initial period:
- JMB shall dissolve 3 months from the date of the 1st AGM of the MC for the development.

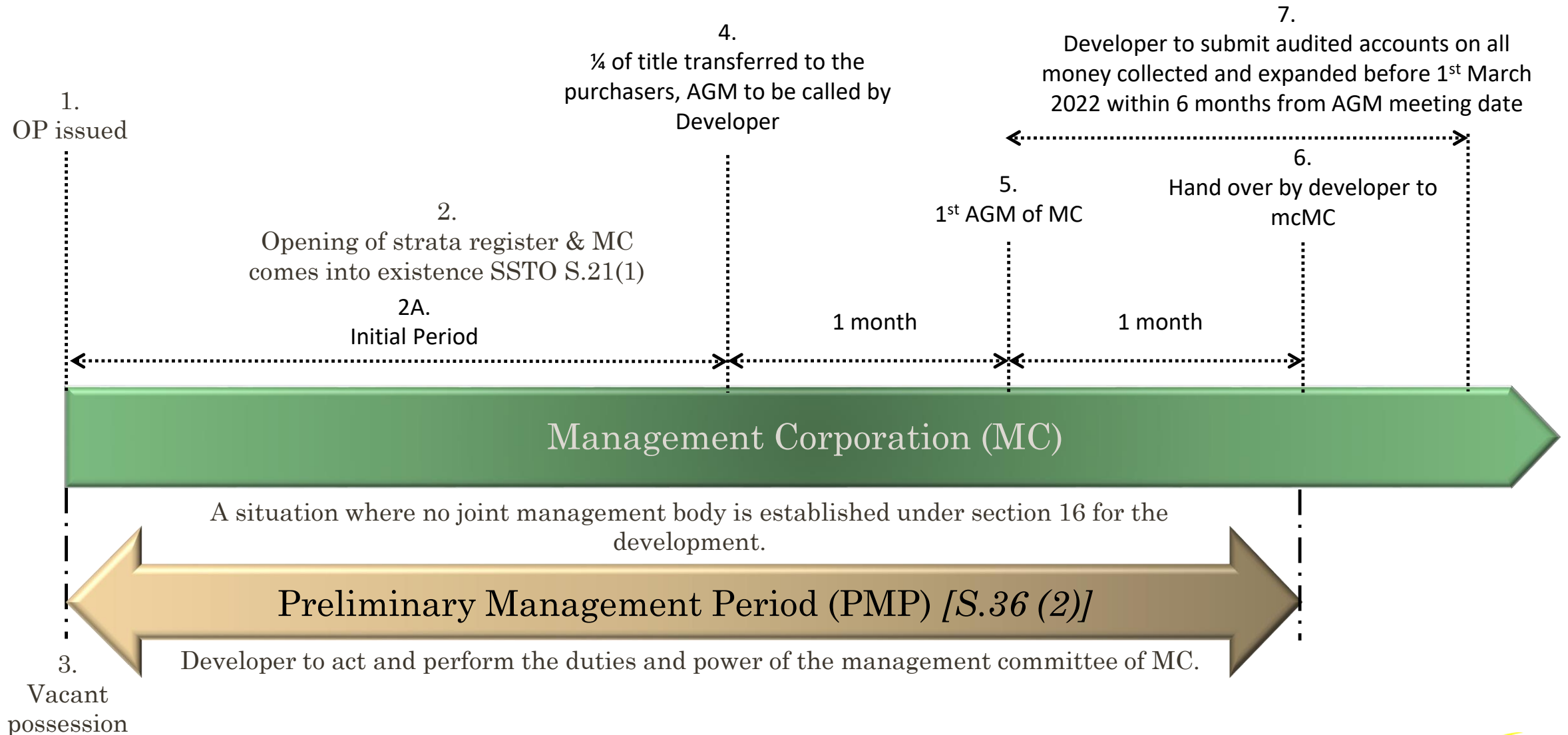
If the developer fails to convene the 1st AGM of the MC within 1 month after expiration of initial period, the COB may appoint any person to convene the 1st AGM within such time as may be decided by COB

Ref: [S. 25 (1), S. 47 (1), (3) & SSTO S. 21 (1)]

Management Bodies: Duties, Powers & Responsibilities

PRELIMINARY MANAGEMENT PERIOD (PMP)

Management by Developer Before 1st AGM of MC



Definition

“subsidiary proprietor” includes—

- the person for the time being receiving the rent of the parcel, whether as agent or a trustee or a receiver, and who would receive the same if the parcel were let to tenant;
- a purchaser to be duly registered as a subsidiary proprietor; or
- a developer in respect of those parcels in the development which have not been sold.

Duties and Power of Developer to Manage and Maintain During PMP

- Subject to the provisions of the Ordinance, shall be responsible to manage and maintain the subdivided building or land, and the common property.
- The developer shall exercise the powers and perform the duties of the management committee of the MC from the time the MC comes into existence until the expiry of the PMP.
- The developer shall ensure that a separate and distinct area is set aside out of the common property of the development for the purpose of an administration office or any other facilities as may be decided by the COB if so required subject to further approval by competent planning authority to meet the planning requirement to carry out the duties of the developer under the Ordinance.

Ref: [S. 38 (1), (2) & (3)]

Duties and Power of Developer to Manage and Maintain During PMP (cont.)

- shall hold all monies in the accounts required to be opened and maintained on trust for the subsidiary proprietors;
- shall not—
 - borrow monies or give securities; or
 - enter into any contract relating to the management and maintenance of any subdivided building or land and the common property in the development for any period extending beyond the expiration of the PMP.
- shall be liable for any loss or damage suffered by the MC or any subsidiary proprietor as a result of the contravention or breach of a statutory duty
- the MC or any subsidiary proprietor may recover from the developer, as damages for each breach of a statutory duty or any loss suffered in consequence of the contravention.

Ref: [S.39 (1) & (2)]

Prohibition on Collection of Monies for Maintenance from Subsidiary Proprietors

No person shall at any time collect monies unless—

- a maintenance account and a sinking fund account have been opened in the name of the management corporation; and
- vacant possession has been delivered to the subsidiary proprietor.

HOWEVER

Prohibition on Collection of Monies for Maintenance from Subsidiary Proprietors (cont.)

any developer of a development which has been completed on or before 1st March 2022 and has, immediately before that date, been collecting monies from the subsidiary proprietors for the management and maintenance of any building or land and the common property comprised in the development, may continue to do so until the expiry of the PMP, PROVIDED that all monies collected shall be dealt with by the developer in accordance with the Ordinance.

Developer to Establish Maintenance Account in the Name of MC with a Bank or Financial Institution

Before the maintenance charges are collected from the subsidiary proprietors of any parcel in the development.

Maintenance account shall be established:

- within 14 days from 1st March 2022 (VC of a parcel before 1st March 2022); or
- any time before the delivery of VP - VP of a parcel after 1st March 2022 and MC come into existence; or
- within 14 days from the date the MC comes into existence – VP after 1st March 2022 and before MC comes into existence and no JMB established under S. 16.

Developer to Establish Maintenance Account in the Name of MC with a Bank or Financial Institution (cont.)

The maintenance account shall consist of—

- all maintenance charges paid by the subsidiary proprietors to the MC;
- all or any part of the maintenance charges imposed by or payable to the MC under the Ordinance;
- all monies derived from the sale, disposal, lease or hire of, or any other dealing with any property, mortgages, charges or debentures vested in or acquired by the MC;
- all other monies and property which may in any manner become payable to or vested in the MC in respect of any matter incidental to its functions and powers; and
- all other monies lawfully received by the MC, including interest, donation and trust.

Maintenance Account Usage

Shall be used solely for the purpose of meeting the actual or expected general or regular expenditure necessary in respect of:

- maintaining the common property on a day-to-day basis
- paying for expanses – cleaning, security services and amenities
- paying insurance premium effected by Ordinance or approved by special resolution in a general meeting
- effecting the periodical inspection of the building
- minor painting works on the premises of the common property;
- carrying out inspection of all electrical wiring systems of the common property and replacing or repairing any faulty wiring system, if any;

Ref: [S. 40 (3)]

Maintenance Account Usage (cont.)

- carrying out inspection, maintenance and repair of the main water tanks;
- paying rent and rates, if any;
- paying any fee incurred for the auditing of the accounts required to be maintained by the MC;
- paying all charges reasonably incurred for the administration of the account required to be maintained by the MC as may be determined by the COB
- paying the remuneration or fees for the property manager or managing agent appointed under Part VI;

Maintenance Account Usage (cont.)

- paying all the allowances and other expenses of the members of the management committee according to such rates as may be approved by the COB;
- paying any expenses, cost or expenditure in relation to the procurement of services, including the engagement of consultants, legal fees or costs, and other fees or costs, properly incurred or accepted by the MC in the performance of its functions and the exercise of its powers under the Ordinance; or
- meeting other expenses of a general or regular nature relating to the maintenance and management of the buildings or lands intended for subdivision into parcels and the common property.

Developer to Establish Sinking Fund Account in the Name of MC with a Bank or Financial Institution (cont.)

- contribution to the sinking fund paid by the subsidiary proprietors
- shall be used solely for the purposes of meeting the actual or expected capital expenditure in respect of the following matters:
 - (a) the painting or repainting of any part of the common property;
 - (b) the acquisition of any movable property for use in relation to the common property;
 - (c) the renewal or replacement of any fixture or fitting comprised in any common property and any movable property vested in the management corporation;
 - (d) the upgrading and refurbishment of the common property; and
 - (e) any other capital expenditure as the management corporation deems necessary.

Subsidiary proprietors to pay maintenance charge, and contribution to the sinking fund

- amount of maintenance charge is determined by the developer (PMP)
 - in proportion to the share units assigned to each parcel or the proposed quantum of provisional share units of each provisional block
 - shall be fair and reasonable in meeting the expected and estimated expenditure to properly maintain and manage the building and common property
- amount of sinking fund shall be a sum equivalent to 10% of the maintenance charge
- subsidiary proprietor to pay the charges and contribution within 14 days to MC after receiving a notice from developer
- developer may recover any sum unpaid in the name of MC
- interest rate levied on unpaid bill is 10% per annum on daily basis

Ref: [S.42 (1), (2), (3), (4) & (5)]

Review of Sums Determined by the Developer

- any subsidiary proprietor who is not satisfied with the sums determined by the developer may apply to the COB for the review
- COB may:
 - determine the sum to be paid as the maintenance charge, or contribution to the sinking fund; or
 - instruct the developer to appoint, at the developer's own cost and expense, a property manager to recommend the sum payable as maintenance charge, or contribution to the sinking fund, and submit a copy of the property manager's report to the Commissioner.
- any sum so determined by the Commissioner shall be deemed to be the sum payable as the maintenance charge, or contribution to the sinking fund.

Duties of Developers in Relation to Accounts

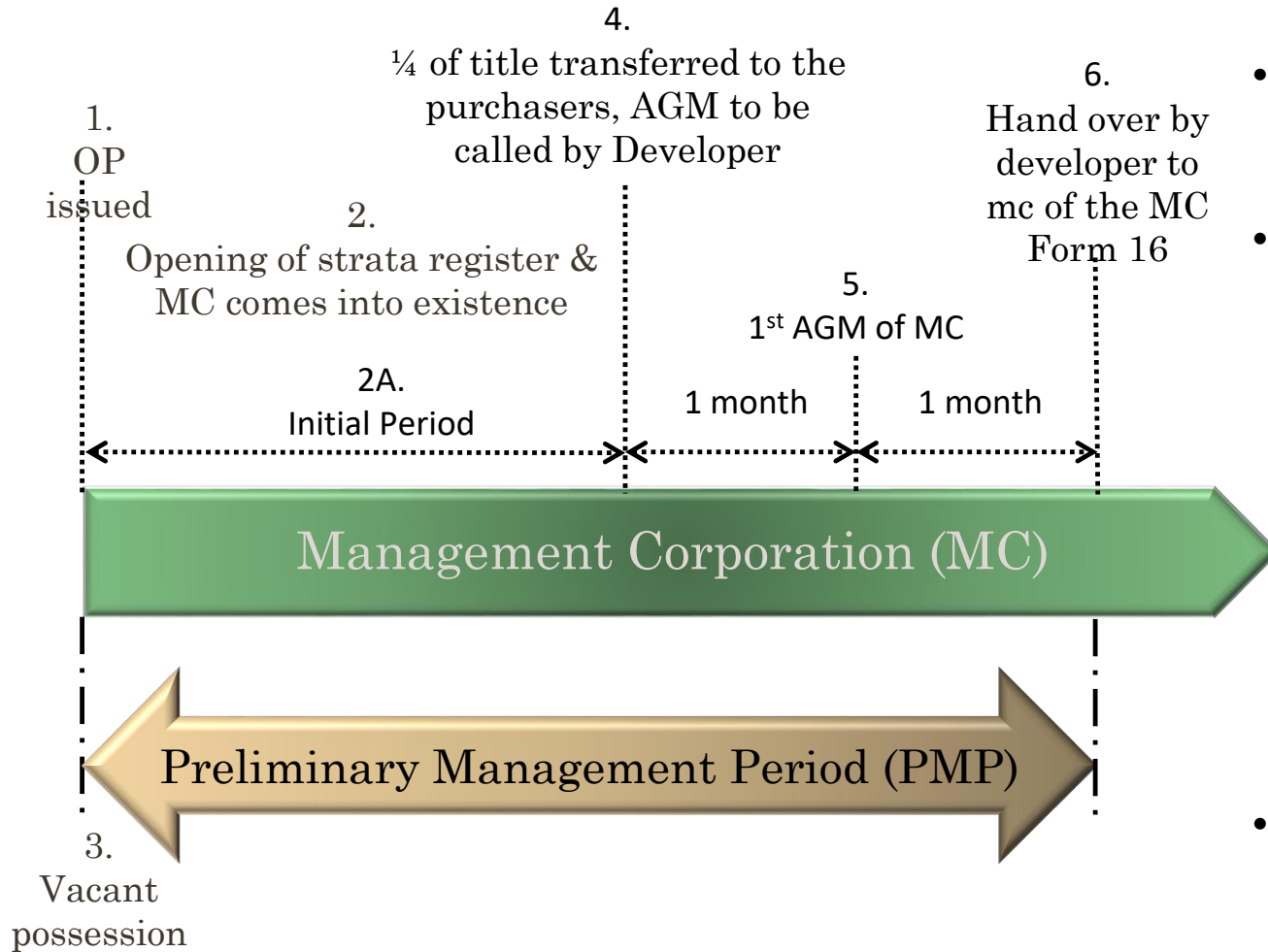
- Prepare accounts and records of accounts that sufficiently explain the transactions of the accounts and enable true and fair balance sheet, income and expenditure statement and profit and loss statement
- Appoint an approved company auditor to carry out the audit of the accounts annually
 - where control of all balances of monies in the maintenance account and in the sinking fund account is to be transferred to MC, up to the date of the actual transfer of control; or
 - Audited accounts for the 1st AGM of the MC shall be up to a date not earlier than 3 months before the meeting;

Duties of Developer in Relation to Accounts (cont.)

- File with the Commissioner a certified true copy of the audited accounts together with the auditor's report within 14 days of the accounts being audited
- Permit the COB full and free access to the accounts and records of accounts and to make copies or extracts of such accounts and records of accounts.
- shall furnish to the COB or any public authority such returns, reports, accounts and information with respect to its activities and finances as the COB may, from time to time, require or direct.
- Bear expenses incurred on the appointment of approved company auditor by COB for investigation on the accounts and records of accounts

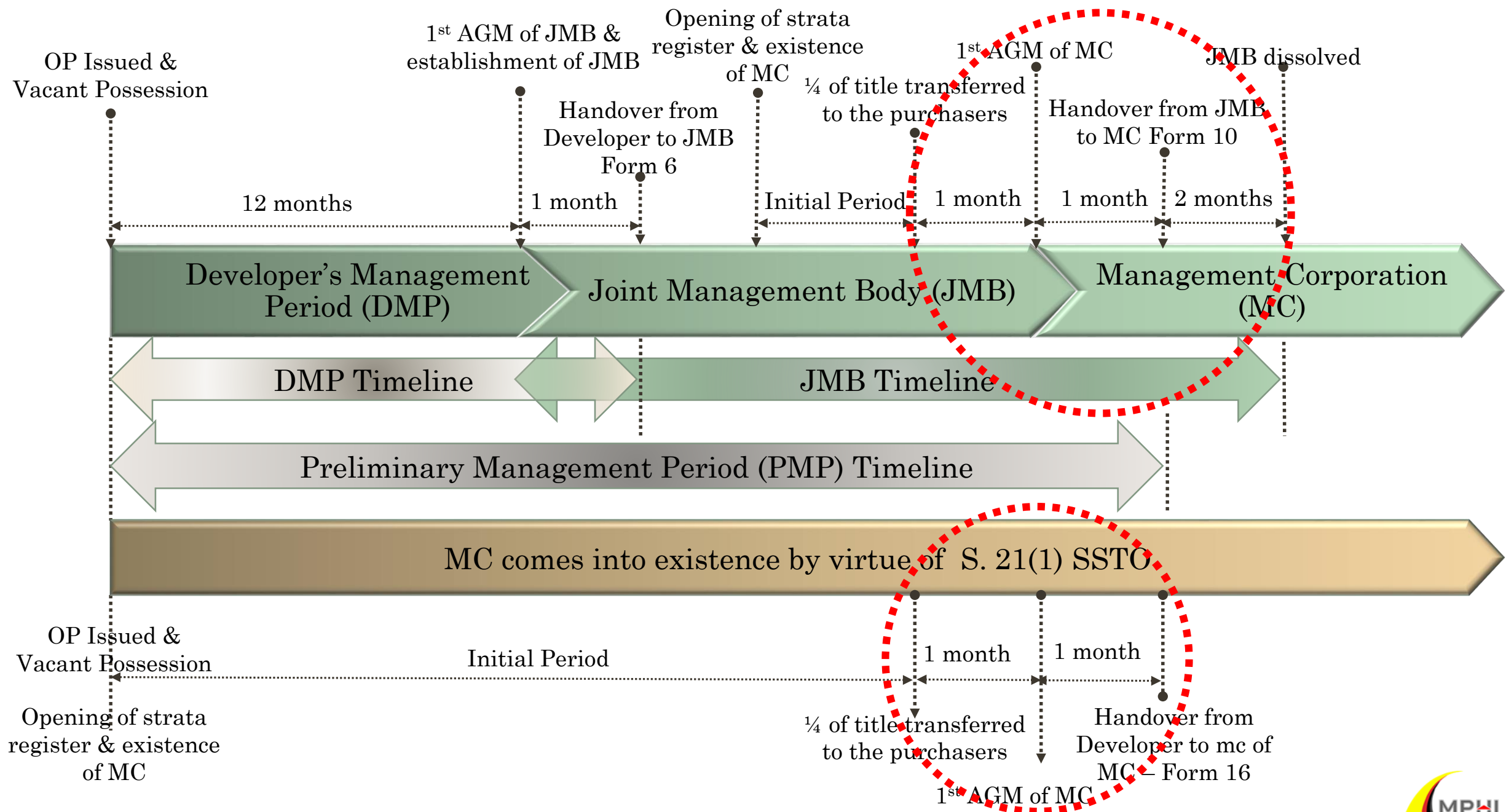
Ref: [S.44 (1), (2) & (3)]

Handing Over of Control to MC



- Developer before the expiry of PMP:
- transfer the control of all balances of monies in the maintenance and sinking fund accounts to mc of MC
- handover to the mc of MC
 - administration office
 - the audited or unaudited accounts (maintenance and sinking fund)
 - all the assets of the MC;
 - all records relating to and necessary for the management and maintenance of the subdivided building or land and common property.
- If only unaudited accounts have been handed over, the developer shall, handover to the mc of the MC the audited accounts up to the date of transfer of control of the balances of monies within 3 months after PMP expiry date

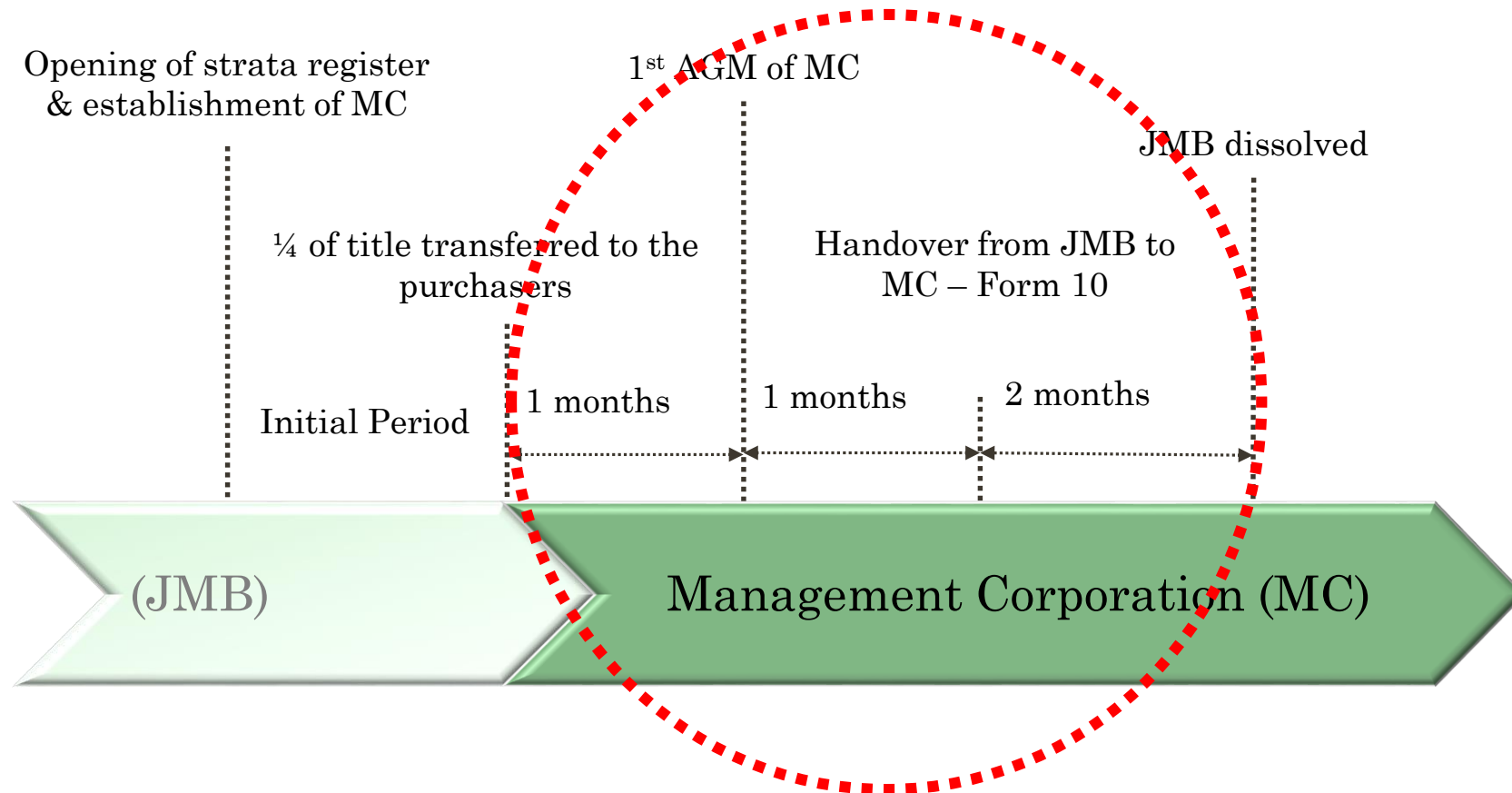
Ref: [S.45 & SMMR R. 20]



Ref: [S. 14, 16, 25 (1), (2) & (3), 36, 45, 47 (1) & (3) & SMMR R. 14 & SSTO S. 21 (1)]

Management Bodies: Duties, Powers & Responsibilities

MANAGEMENT CORPORATION (MC)



If the developer fails to convene the 1st AGM of the MC within 1 month after expiration of initial period, the COB may appoint any person to convene the 1st AGM within such time as may be decided by COB

Ref: [S. 25 (1), (2) & (3), S. 47 (1) & (3) & SMMR R. 14]

Seventh Schedule: Duties and Powers of MC

- Manage and maintain
 - Determine and impose maintenance charges (maintenance account) and contribution to sinking fund account
 - Effect insurance
 - Comply with any notice
 - Prepare and maintain subsidiary roll for the subdivided building or land
 - Ensure accounts are audited and provide audited financial statements for information to its members
 - Enforce by-laws
 - Comply and carry out COB directives
 - Any other things expedient and necessary for the management and maintenance
- Collect maintenance charges and contribution to the sinking fund (10% of maintenance charge or such amount as determined by AGM – not less than 10%)
 - Authorise expenditure for management and maintenance
 - Recover from parcel owner any sum expended by the developer in complying with the notice
 - Purchase, hire or otherwise movable property for use by parcel owners (common property area)
 - To arrange or secure the services of any person or agent to undertake the management and maintenance of the common property
 - To make by-laws for the proper management and maintenance
 - To borrow monies required by management corporation in exercise of its powers and secure the repayment
 - To do all things reasonably necessary for the performance of JMB duties

Ref: [S. 48]

Maintenance Account & Sinking Fund Accounts of MC

The MC may, on the passing of a special resolution at a AGM

- Determine the amount to be raised for the purpose of maintenance of the common property
- raise the amounts so determined by imposing maintenance charge on the subsidiary proprietors in proportion to the share units or provisional share units of their respective parcels or provisional blocks, and the management corporation may determine different rates of maintenance charge to be paid in respect of parcels which are used for significantly different purposes and in respect of the provisional blocks; and
- determine the amount of interest payable by a subsidiary proprietor in respect of late payments which shall not exceed the rate of ten per cent per annum.

Duties of MC in Relation to Accounts

- Prepare accounts and records of accounts that sufficiently explain the transactions of the accounts and enable true and fair balance sheet, income and expenditure statement and profit and loss statement starting from PMP
- Appoint an approved company auditor to carry out the audit of the accounts annually
- File with the Commissioner a certified true copy of the audited accounts together with the auditor's report within 14 days of the accounts being audited
- Permit the COB full and free access to the accounts and records of accounts and to make copies or extracts of such accounts and records

Duties of MC in Relation to Accounts (cont.)

- shall furnish to the COB or any public authority such returns, reports, accounts and information with respect to its activities and finances as the COB may, from time to time, require or direct.
- Bear expenses incurred on the appointment of approved company auditor by COB for investigation on the accounts and records of accounts
- Every member of management committee of the MC is liable.

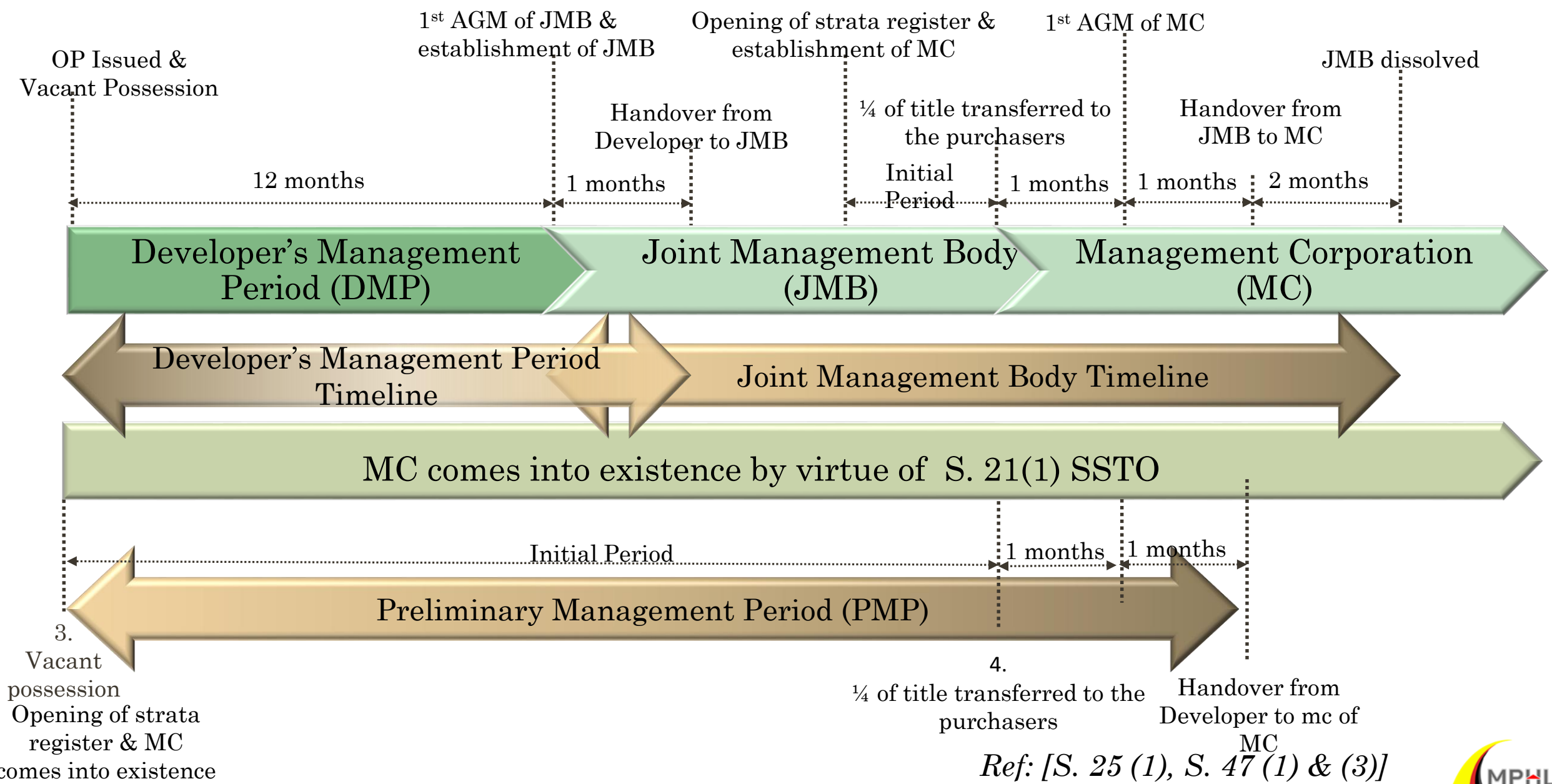
Ref: [S.51 (2), (3) & (5)]

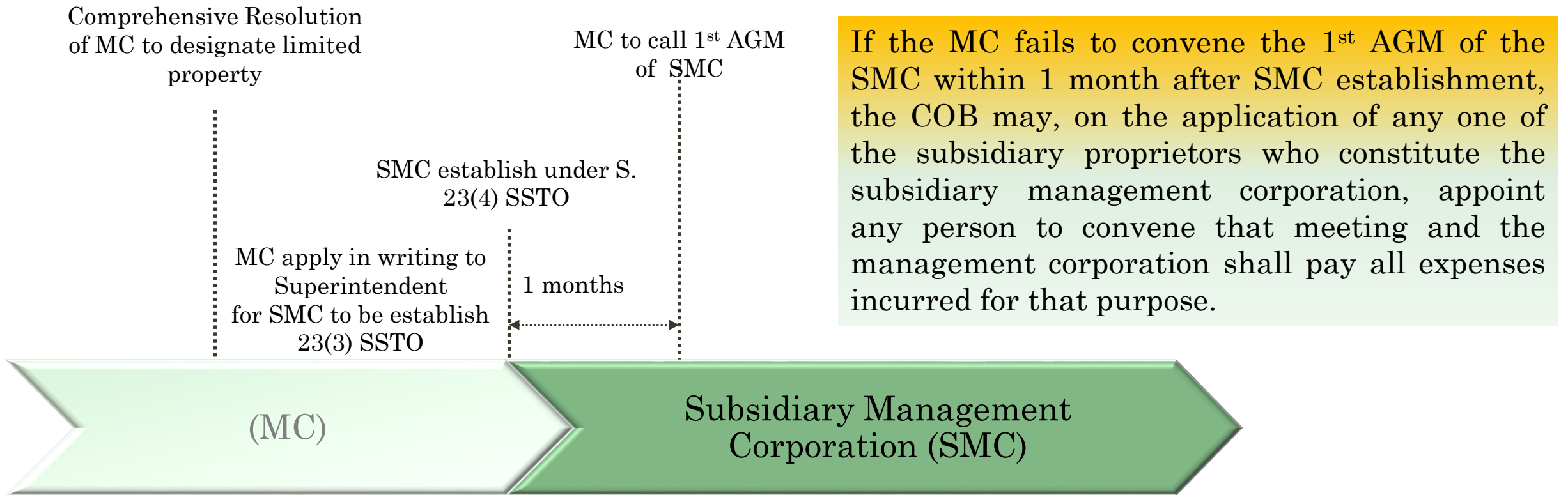
Management Bodies: Duties, Powers & Responsibilities

SUBSIDIARY MANAGEMENT CORPORATION (SMC) AND LIMITED COMMON PROPERTY

What is Subsidiary Management Corporation

- The Subsidiary Management Corporation (SMC) is essentially a management body (through comprehensive resolution of MC), which has its maintenance duties designated for only a specific area of the common property as limited property.
- Useful when developments boast those limited common property areas.
- An SMC is mainly formed if the development is too large and difficult for the MC to handle alone.
- Example, if the development includes a large residential area and a separate commercial area, one might have a unique SMC with specific duties for each separate area.
- Still under overall watch of MC





The MC may by a comprehensive resolution designate any part of the common property as limited property representing the different interests of the subsidiary proprietors and may establish one or more SMC for representing different interest

Ref: [S. 52, SMMR R. 23, 24 & SSTO S. 23]

Administration of SMC

Representation of different interests of:

- subsidiary proprietors of residential lots and subsidiary proprietors of non-residential lots;
- subsidiary proprietors of non-residential lots if they use their lots for significantly different purposes;
- subsidiary proprietors of non-residential lots if the lots of some of these subsidiary proprietors are comprised in a building that is physically detached from other lots in the certified strata plan, provided that the creation of any limited common property to represent the interests of these subsidiary proprietors will not adversely affect the use or enjoyment of the lots of the other subsidiary proprietors and the conditions prescribed, or
- subsidiary proprietors of different types of residential lots.

Administration of SMC (cont.)

- SMC must elect a subsidiary management committee – subjected to restriction imposed by SMC at AGM
- Subsidiary management committee perform the duties, conduct the business of SMC on its behalf and exercise any of SMC powers
- comprise all the subsidiary proprietors of all parcels comprised in the development for whose exclusive benefit of the limited common property is designated.
- May call, hold meetings and pass resolutions
- At least one member must be in management committee of MC
- Provision of Fourth Schedule applies to SMC

Ref: [S. 52 (2), (3), (4), (5) & (6)]

Fourth Schedule: Provision for Management Committee

- Constitution of management committee
- Nomination of candidates for election as management committee member
- Vacation of office member of management committee
- Quorum for management committee meetings
- Meetings and proceedings of the management committee
- Power to employ agents and servants
- Keeping of records and accounts
- Acts of management committee valid notwithstanding vacancy
- Resolution of management committee in writing
- AGM / EGM and meeting notice
- Requisition for motions to be included on agenda for general meeting
- List of names of persons entitled to vote
- Quorum at general meeting
- Chairman of general meeting
- Manner of deciding matters at general meeting
- Proxy
- Powers of proxies
- Authority not to be revoked by death of principal
- Voting right of subsidiary proprietor and co-proprietor
- Subsidiary proprietor representative
- Common seal

Duties and Powers of SMC

- SMC shall have the same powers and duties as MC with respect to any matter that relates solely to the limited common property designated for the exclusive benefit of all subsidiary proprietors comprising the subsidiary management corporation
- MC shall retain its powers and duties in matters concerning common property of the development which is not designated as limited common property.
- SMC to establish its own maintenance and sinking fund accounts for its limited common property
- Subsidiary proprietors in SMC to pay maintenance charge and contribution to sinking fund
- Enforce by-laws relating to limited common property
- Have control, management and administration of its limited common property

Ref: [S. 53 (1), (2) & (3)]

Duties and Powers of SMC (cont.)

- SMC not to enter into any contract or sue in the name of MC
- MC is not liable for any contract made or debts or legal costs incurred by SMC
- SMC to only secure insurance against risk that are not insured by MC and for amounts that are in excess of amount insured by MC
- Have same insurable interest in limited common property
- A SMC of any limited common property comprised in a development can manage and maintain (upon terms and conditions as may be agreed):
 - a common property within that same development; or
 - any other limited common property of another subsidiary management corporation within that development,

Ref: [S. 53 (4), (5), (6) & (7)]

Expenses of SMC

- The expenses of a SMC that relate solely to its limited common property shall be shared, from time to time, by the subsidiary proprietors of all parcels entitled to the exclusive benefit of the limited common property,
- Judgments against management corporation relating to limited common property is confined only to the subsidiary proprietors the SMC affected.
- $\frac{x}{y} x z$
- x - share unit of a parcel
- y – aggregate share units of all parcels entitled to the exclusive benefit of the limited common property
- z – total contribution determined by SMC as sum payable by subsidiary proprietors of all parcels entitled to the exclusive benefit of the limited common property

COB to Maintain Record of MC

- the name of the management corporation;
- the name (if any) and address of the subdivided building or land;
- the address of the registered office of the corporation;
- the name and address of the chairman, the vice-chairman (if any), the secretary, the treasurer and any other person who is a member;
- (e) the name and address of any administrator or property manager or managing agent.
- subject to payment of fee, permit any person to inspect the record and any documents required to be filed to COB at any reasonable time including certification of such documents by COB

COB to Maintain Record of MC (cont.)

- Secretary of MC to notify COB of any change in particulars within 30 days
- COB may, at a fee, permit any person:
 - (a) inspect the record and any document required to be submitted to the Commissioner under this Ordinance; and
 - (b) require a copy or extract of any such record or document to be made and certified under the hand of the Commissioner.

Management Bodies: Duties, Powers & Responsibilities

MISCELLANEOUS PROVISIONS

By-laws

- A management corporation may, by a special resolution, make by-laws or make amendments to such by-laws, for the matters prescribed in the Fifth Schedule:
- Provided that such by-laws are not inconsistent with the regulations made under section 137.
- Bind the MC, subsidiary proprietors and any chargee or assignee, lessee, tenant or occupier of a parcel
- Keep record of the by-laws in force
- On receipt of an application in writing supply to parcel owner at reasonable cost, a copy of the by-laws
- Make the by-laws available for inspection by any other person that have legitimate interest.

Ref: [S.63 (1), (2) & (3)]

By-laws (cont.)

- File the certified true copy of the by-laws currently in force under the seal of MC to the COB within 30 days from the date of the passing of the special resolution by the MC approving the by-laws.
- The MC or any subsidiary proprietor shall be entitled to apply to a court of competent jurisdiction or the Tribunal:
 - for an order to enforce the performance of or restrain the breach of, any by-laws by; or
 - to recover damages for any loss or injury to any person or property arising out of the breach of any by-laws from,any person bound to comply with the by-laws.

Ref: [S.63 (5) & (6)]

By-laws (cont.)

By-laws of the MC is not valid on the following:

- to prohibit or restrict the transfer, lease or charge of, or any other dealing with any parcel of a subdivided building or land; and
- to destroy or modify any easement expressly or impliedly created by or under the Strata (Subsidiary Titles) Ordinance, 2019 [Cap. 75/2019].
- Shall not deny / prevent subsidiary proprietor from entering his / her parcel
- Shall not have the authority to cut off any supply of water and electricity to subsidiary proprietor's parcel
- Contained mutual covenants to observe, comply and perform
- Shall be applicable to limited common property managed and maintained by SMC unless amended by special resolution passed at AGM of SMC

Ref: [S. 63 (2) & (4)]

By-laws (cont.)

- Section 3(6) – COB may give any direction
- Gazetted Directions issued by COB for reference by all
- Its usage either:
 - As is; or
 - Modified to suit each development.

Fifth Schedule: By-laws by JMB or MC (S30(2) & 63(2))

- 1. Safety and security measures;
- 2. Details of any common property of which the use is restricted;
- 3. The keeping of pets;
- 4. Parking;
- 5. Floor coverings;
- 6. Refuse control;
- 7. Conduct;
- 8. Architectural and landscaping guidelines to be observed by all parcel owner; and
- 9. Imposition of fine not exceeding two hundred ringgit against any parcel owner, occupant or invitee who is in breach of any of the by-laws.

Subsidiary Roll

- Subsidiary roll is a register of all subsidiary proprietor which constituting the MC.
- prepare and maintain a subsidiary roll in Form 21
- containing the following particulars in respect of all the parcels in the development:
 - the share units of each parcel;
 - the floor area of each parcel;
 - the name and address of every subsidiary proprietor or last known address at which notices may be served; and
 - the name and address of the solicitor acting for the subsidiary proprietor in the sale and purchase of the parcel, if any.

Ref: [S. 65 (1) & SMMR R. 26]

Other Matters

- Right of subsidiary proprietor or prospective subsidiary proprietor
- Acquisition of additional land, grant and acceptance of easements, etc. if authorised by unanimous resolution
- Acquire land outside the lot to be used for the purpose of subdivided building
- Accept the benefit of an easement imposed in favour of the lot on some other land
- grant or accept the burden of an easement on the lot for the benefit of some other land.
- Shall be treated as common property, held on separate title and shall not be amalgamated with the lot
- Supply the local council 2 copies of certified strata plan in respect of the subdivided building or land and with the names and addresses of the members of the mc of the MC and notify of any change

Ref: [S. 66, 67, 68)]

Assets Transferred not Debts

The SMO clearly provides that only assets and no debts shall be transferred by the developers to the management bodies.

Sections 14 and 15 of the SMO - no mention of the transfer of liabilities from the developer to the JMB.

Comparison of Section 26 with Section 15 – both provisions are substantially similar **except** the word ‘liability’ in Section 26 is not found in Section 15.

The omission of the word ‘liability’ in Section 15 of the SMO is not accidental but deliberate.

Developer shall only pass down assets and not liabilities after the expiry of its management period.

JMB is not supposed to inherit any debts or liabilities from the Developer whilst an MC (that metamorphosed from a JMB) shall inherit both assets and liabilities from the then dissolved JMB.

Ref: [S.14, 15, 26 & 28]

THANK YOU



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INTERMISSION

Next Session on:

MEETING MANAGEMENT

Meeting Management

