

**SERIES 2 HOUSING  
DEVELOPMENT SEMINAR 2024**

# HOW TO ENSURE THE BEST PRACTICES AND PROCEDURES FOR THE HOUSING DEVELOPMENT SECTOR

**18 JULY 2024**

**CONCORDE HOTEL KUALA LUMPUR**

This 1-day intensive seminar cum workshop is the second seminar in our Housing Development Seminar Series for 2024. The focus of this edition would be to enable participants to learn how to ensure the latest best practices and procedures for the housing development sector.

The speaker will deal with the important issues such as: what are the factors to be considered to apply for an extension of time (EOT); what are the important provisions in a deed of mutual covenant (DMC); what if the DMC contradicts with the prescribed by-laws; what are the legally acceptable contents in an advertisement; what is the current law on receiving deposits and what are the main principles propounded by the decision in the PJD Regency case.

The **KEY TOPICS** include:

- How does a housing developer navigate extension of time (EOT)
- What constitutes an effective deed of mutual covenant (DMC) for Developers
- Housing Advertisements: Are they legally binding on the Developer?
- Can the Developers still collect deposit lawfully?
- Recent landmark decisions affecting housing developments

## WHO SHOULD ATTEND

- Property Developers
- Legal Practitioners / Consultants
- Project Managers
- Local Authorities & Commissioners
- Property Owners
- Valuers, Appraisers and Estate Agents
- Planners

Early Bird Registration by 12 July 2024

**RM890/pax**

\*Limited seats available for this exclusive seminar

Organised By



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Strategic Partners



**BOVAEP / LPPEH**

**5 CPD HOURS APPLIED**

9.00am - 10.30am

**HOW DOES A HOUSING DEVELOPER NAVIGATE EXTENSION OF TIME (EOT)**

- What is the prescribed SPA completion period for a strata scheme?
- Does it apply to landed strata?
- Can a developer apply for an extension of time of more than 36 months?
- What are the factors to be considered to apply for an extension of time?
- Sample letters
- Does the Controller still have power to grant an EOT?
- Does the Minister have power to grant an EOT?
- What happens to the extension of time obtained before the decision made in Ang Ming Lee?
- What are the risks a developer may face when applying for an EOT?
- What are the most recent case laws relating to EOT?

10.30am - 11.00am

Coffee Break

11.00am - 12.30pm

**WHAT CONSTITUTES AN EFFECTIVE DEED OF MUTUAL COVENANT (DMC) FOR DEVELOPERS**

- What is a deed of mutual covenant (DMC)?
- Should we still prepare a DMC and sign them at the point of entering into a SPA?
- What are the important provisions in the deed of mutual covenant (DMC)?
- Can the deed of mutual covenant (DMC) bind a non-purchaser?
- What if the deed of mutual covenant (DMC) contradicts with the prescribed by-laws?
- How do we transfer the powers granted in the deed of mutual covenant (DMC) to the Joint Management Body (JMB)?
- Do we transfer during the developer's management period or preliminary management period?

12.30pm - 1.30pm

Networking Lunch

1.30pm - 3.00pm

**HOUSING ADVERTISEMENTS: ARE THEY LEGALLY BINDING ON THE DEVELOPER?**

- What is an advertisement permit?
- What are the legally acceptable contents in an advertisement?
- What are the mandatory items to be included in the advertisement?
- What are the descriptions which must be avoided at all cost?
- What is the required information that has to be displayed at the sales gallery?
- Can you advertise before you lodge the schedule of parcel with COB?
- Can you advertise before you obtain SIFUS?

3.00pm - 3.30pm

Tea Break

3.30pm - 5.00pm

**CAN THE DEVELOPER STILL COLLECT DEPOSIT LAWFULLY (AN ANALYSIS OF FEDERAL COURT DECISION OF PJD REGENCY)**

- What is the current law on receiving deposits?
- Can a real estate agency collect booking fees?
- Can a solicitor keep a retain the booking fee in the stakeholder's account?
- What are the main principles propounded by the PJD Regency case in the Federal Court?
- How strict is Regulation 11(2) of the Housing Development (Control and Licensing) Regulations 1989?
- How do you navigate from current regulations?
- Is an "option to purchase" an effective alternative?



**Lai Chee Hoe**

A Certificate of Legal Practice (“CLP”) Book-prize winner for General Paper, author of “Strata Management Practice & Procedure” published by CLJ Publication 2019 edition, admitted and enrolled as an advocate and solicitor of the High Court of Malaya in 2005.

He sits in the focus committee amending the Strata Management Act 2013 and updates strata management related cases regularly in [blog.burgielaw.com](http://blog.burgielaw.com)

He specialises in both civil, corporate and construction litigation in particular strata management and housing development disputes. He provides corporate advisory works and advises developers on strata related pre-emptive actions.

He argues complicated strata management

issues in court regularly and is constantly sought after to provide trainings and talks. He acts for joint management bodies (JMB), management corporations (MC) and developers.

He is the counsel for Obata Ambak, Vignesh Naidu’s case which recently obtained leave to appeal to the Federal Court on 7 questions of law post Ang Ming Lee. He is also involved in the Gas Malaysia case where the Court of Appeal (and later confirmed by the Federal Court) opined that the responsibility to supply Gas ought not be handed over to the JMB / MC. He is also the lead counsel in Pearl Suria’s case where the Court of Appeal confirmed that a developer and the MC can apply different rates of charges. He also acts for the Bar Council on various cases.

