



Persatuan Pemaju Hartanah Dan Perumahan Malaysia
马来西亚房地产发展商会
Real Estate And Housing Developers' Association Malaysia
"Towards Sustainable Development"
Responsive | Respected | Responsible | Relevant

MEMBERS' CIRCULAR 5/2020

To : All REHDA Members

From : Ir Tiah Oon Ling
Secretary General

Cc : REHDA Branch Chairmen
REHDA Branch Secretariats

Date : 9 March 2020

RE : Implementation of two separate Bank Guarantees for deposit of 3% of the Estimated Construction Cost under Regulations 3A of the Housing Development (Housing Development Account) 1991

Dear Fellow Members,

Please be informed that the National Housing Department (JPN) has recently come out with a mechanism to facilitate the implementation of two (2) separate Bank Guarantees (BGs) for deposit of 3% of the Estimated Construction Cost under Regulations 3A of Housing Development Account.

REHDA's proposal regarding the 3% deposit via two (2) BGs has been accepted by KPKT in which the issuance of the two (2) separate BGs shall be in the following manner:-

- 1) 80% of the BG is effective from the date of the issuance of notice to open Housing Development Account until the date of the issuance of the CCC; and
- 2) The balance 20% of the BG is effective from the date of the issuance of notice to open Housing Development Account until the expiry of the defect liability period (DLP).

The implementation of the separate BGs come into effect commencing **1 March 2020**. Attached herewith is the copy of letter from JPN for your kind reference. Should you have further enquiries, please contact JPN officers as listed below:-

No	Name	Contact No	Email
1.	Nurul Ezan Binti Mahat	03-8891 4102	nurul.mahat@kpkt.gov.my
2.	Krishna Kumar A/L Perumal	03-8891 4139	krishna@kpkt.gov.my
3.	Fatin Hanani binti Ishak	03 8891 4138	hanani.ishak@kpkt.gov.my
4.	Halimahton binti Mohd Yusof	03-8891 4116	halimahton@kpkt.gov.my
5.	Farradilla binti Md Yusob	03-8891 4119	farradilla@kpkt.gov.my
6.	Vasugi A/P Balaramah	03-8891 4199	vasugi@kpkt.gov.my
7.	Rohamah binti Abu Bakar	03-8891 4133	roha_abu@kpkt.gov.my

Thank you.

Yours sincerely

REAL ESTATE & HOUSING DEVELOPERS' ASSOCIATION MALAYSIA



IR TIAH OON LING
SECRETARY GENERAL



JABATAN PERUMAHAN NEGARA

Kementerian Perumahan dan
Kerajaan Tempatan
Aras 30 - 38,
No. 51, Persiaran Perdana,
Presint 4, 62100 Putrajaya.

Telefon : 03-8000 8000
Faks : 03-8891 4483
Laman Web : <http://ehome.kpkt.gov.my>

Ruj. Kami : KPKT/07/L/877/6 Jld. 2 (29)

Tarikh : 26 Februari 2020

Ketua Pegawai Eksekutif
Persatuan Pemaju Hartanah & Perumahan Malaysia (REHDA)
Wisma REHDA
No. 2C, Jalan SS5D/6, Kelana Jaya
Petaling Jaya
47301 SELANGOR
(u.p.: Puan Shirley Ho)

Tuan,

PELAKSANAAN PEMAKAIAN DUA (2) JAMINAN BANK (BG) SECARA BERASINGAN UNTUK PECAHAN BAYARAN WANG DEPOSIT 80% DAN 20% BAGI URUSAN BAYARAN WANG DEPOSIT AMAUN BERSAMAAN TIGA (3) PERATUS DARIPADA ANGGARAN KOS PEMBINAAN MENGIKUT PERATURAN 3A, PERATURAN-PERATURAN PEMAJUAN PERUMAHAN (AKAUN PEMAJUAN PERUMAHAN) 1991.

Dengan hormatnya merujuk kepada perkara tersebut di atas dan surat Jabatan ini rujukan KPKT/07/L/877/6 (82) bertarikh 11 Julai 2018 adalah berkaitan.

2. Sukacita dimaklumkan bahawa selaras dengan keputusan YB Menteri dalam Minit Bebas rujukan KPKT/(S)/07/L/877/3 Jld.4 bertarikh 9 November 2016, Jabatan ini akan melaksanakan pemakaian dua (2) Jaminan Bank secara berasingan untuk pecahan bayaran wang deposit berkadaran dengan 80% dan 20% bagi bayaran wang deposit amaun bersamaan tiga (3) peratus daripada anggaran kos pembinaan. Jaminan Bank berjumlah 80% daripada deposit Lesen Pemasukan Perumahan boleh dikeluarkan setelah suatu projek memperolehi Sijil Perakuan Siap dan Pematuhan (CCC) manakala baki 20% dikeluarkan setelah tamat tempoh liabiliti kecacatan oleh Pemaju.

3. Mekanisma pelaksanaan dua (2) Jaminan Bank secara berasingan akan dilaksanakan seperti berikut:-

- a. Penetapan jumlah bagi perkadaran 80% dan 20% wang deposit Jaminan Bank tersebut akan dimaklumkan oleh pihak Jabatan Perumahan Negara dan pemaju akan menyediakan Jaminan Bank berdasarkan jumlah yang ditetapkan.
- b. Tempoh Jaminan Bank sebanyak 80% adalah **dua (2) tahun** bagi jenis rumah bertanah atau **tiga (3) tahun** bagi jenis rumah strata. Tarikh mula kuatkuasa Jaminan Bank hendaklah dari tarikh **Notis Pembukaan Akaun HDA** dikeluarkan selepas pemaju menerima emel notis tersebut melalui Sistem BLESS. Manakala tarikh luput Jaminan Bank hendaklah ditambah 30 hari sehingga **Sijil Perakuan Siap dan Pematuhan** diperolehi.

(Sila catatkan rujukan kami apabila berhubung)



- c. Manakala tempoh Jaminan Bank sebanyak 20% adalah **empat (4) tahun** bagi jenis rumah bertanah atau **lima (5) tahun** bagi jenis rumah strata. Tarikh mula kuatkuasa Jaminan Bank hendaklah dari tarikh **Notis Pembukaan Akaun HDA** dikeluarkan selepas pemaju menerima emel notis tersebut melalui Sistem BLESS. Manakala tarikh luput Jaminan Bank hendaklah ditambah 30 hari sehingga **tamat tempoh liabiliti kecacatan**.
- d. Sekiranya projek perumahan masih belum siap atau belum memperolehi Sijil Perakuan Siap dan Pematuhan, Jaminan Bank tersebut hendaklah **dilanjutkan mengikut tempoh yang sama** seperti sehingga tamat tempoh liabiliti kecacatan. Pelanjutan ini juga terpakai bagi kedua-dua jumlah tersebut memandangkan ianya turut mengakibatkan perubahan tempoh sehingga tamat tempoh liabiliti kecacatan.
- e. Mengemukakan dua (2) salinan Jaminan Bank berasingan dan **dimuatnaik** dalam Sistem BLESS sebagai bukti pembayaran wang deposit telah dibuat.
- f. Terpakai kepada kelulusan Lesen Pemajuan Perumahan dan Permit Iklan dan Jualan yang melibatkan **bayaran penuh wang deposit** bersamaan tiga (3) peratus daripada anggaran kos pembinaan.
- g. Hanya dibenarkan **satu bank pengeluar Jaminan Bank** sahaja bagi memudahkan pemantauan oleh JPN.
- h. No. rujukan Jaminan Bank hendaklah **berbeza atau berturutan** mengikut jumlah deposit.
- i. **Menggunakan format Jaminan Bank** seperti di **Lampiran A** untuk 80% dan **Lampiran B** untuk 20%. Bagi lesen pemajuan sebelum Jun 2015, format pembaharuan tempoh Jaminan Bank yang digunakan adalah kekal seperti di **Lampiran C**.
- j. Pemaju akan mengemukakan notifikasi dari Sistem BLESS yang mengandungi maklumat seperti berikut:-

Kaedah Deposit Dalam Akaun HDA		
Jenis Rumah	Jumlah Deposit	Tempoh
Bertanah/Landed	100% (RM.....)	4 tahun
Bertingkat/Strata	100% (RM.....)	5 tahun

(Sila catatkan rujukan kami apabila berhubung)



Kaedah Deposit Jaminan Bank		
Jenis Rumah	Jumlah Deposit	Tempoh
Bertanah/Landed	80% (RM.....)	2 tahun mulai tarikh pengeluaran notis pembukaan akaun HDA.
	20% (RM.....)	4 tahun mulai tarikh pengeluaran notis pembukaan akaun HDA.
Bertingkat/Strata	80% (RM.....)	3 tahun mulai tarikh pengeluaran notis pembukaan akaun HDA.
	20% (RM.....)	5 tahun mulai tarikh pengeluaran notis pembukaan akaun HDA.

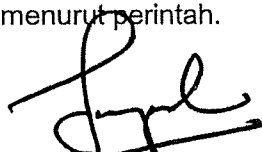
4. Pelaksanaan dua (2) jaminan bank secara berasingan akan dilaksanakan untuk kelulusan permohonan lesen berkuatkuasa **1 Mac 2020**.

5. Kerjasama dan perhatian pihak tuan bagi melancarkan penggunaan format baru ini amat diharapkan dan didahului dengan ucapan terima kasih.

Sekian.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah.



(JAYASELAN A/L K.NAVARATNAM)
 Timbalan Pengawal Perumahan
 Jabatan Perumahan Negara

hdabppp/roha88914133

(Sila catatkan rujukan kami apabila berhubung)



(Format of Bank Guarantee)
LETTERHEAD BANK

Date:

Controller of Housing
Ministry of Housing and Local Government
National Housing Department
Licensing and Housing Development Division
Level 31, No. 51, Boulevard, Precinct 4
62100 PUTRAJAYA

Sir,

BANKER'S GUARANTEE

1. As requested by of ("the Licensee"), we hereby guarantee that the maximum aggregate sum of RM..... being 80% of the earnest money required to be deposited with the Controller of Housing which is in accordance to the provision of Section *6(1)(a) or 6(1)(b) of the Housing Development (Control & Licensing) 1966 Act 118 ("Act") (which includes any amendment, consolidation or re-enactment thereof from time to time) as a guarantee for the due performance of the Licensee's obligations under the Act made there under.
2. The sum of RM..... shall become payable by us within fourteen (14) Banking Days upon receipt of demand in writing from the Controller of Housing or Deputy Controller of Housing, stating that the demand is made pursuant to Section 6B of the Act 118 together with this original guarantee at the address stated in clause 4 herein or any other registered address as communicated by us notwithstanding any protest or contestation by the Licensee or any third party and without proof or condition. For the avoidance of any doubt, 'Banking Days' refers to the days on which the Bank is open for business, excluding Saturday, Sunday and public holidays in Wilayah Persekutuan, Malaysia.
3. This guarantee is effective from.....to.....("Validity Period") i.e. from the date of the issuance of the notice to open HDA account for the purpose of issuing license to the Licensee under the Housing Development (Control & Licensing) 1966 Act 118 until the Certificate of Completion and Compliance is issued during which, we shall not be discharged or released by any arrangement between us and the Licensee without the consent of the Controller of Housing or Deputy Controller of Housing. Upon the expiry of the Validity Period, this Guarantee is automatically cancelled and shall cease to have any effect and be considered null and void whereupon we shall be discharged of all and any liabilities and obligations under this Guarantee notwithstanding that it is not returned to us for cancellation.
4. All demands, pursuant to Section 6B of Act 118, if any, must be made in writing, delivered by hand or by registered post to..... ("insert bank address") and received by us on or before the expiry of the Validity Period if not earlier, after which this Guarantee shall automatically be cancelled and shall be of no further effect notwithstanding that the original Guarantee is not returned to us for cancellation.

Nevertheless, the return of the original Guarantee together with a letter of discharge by the Controller of Housing or Deputy Controller of Housing prior to the expiry of the Validity Period shall be deemed to be sufficient notice that we are discharged from all of our liabilities under this Guarantee.

5. Any failure by the Controller of Housing or Deputy Controller of Housing to demand for payment under this Guarantee within the period stipulated in preceding paragraph of this Guarantee and in accordance with the terms of this Guarantee, shall discharge us of all obligations and liabilities under this Guarantee without the need for any notice by us to the Controller of Housing or Deputy Controller of Housing and shall be deemed a failure by the Controller of Housing or Deputy Controller of Housing to comply with its obligations under this guarantee or in law, and / or as an act / omission on the part of the Controller of Housing or Deputy Controller of Housing which impairs and is inconsistent with our rights and remedies.
6. This Guarantee shall only be assigned, transferred, or purport to assign or transfer upon obtaining our written consent and the consent of Controller of Housing or Deputy Controller of Housing.
7. This Guarantee shall be governed by and construed in accordance with the Laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia over any claims arising out of this Guarantee.

Signed :
For and on behalf of :
Name of Bank :
Address :
Bank's stamp

** 6(1)(a) a company & 6(1)(b) a person or body of person*

(Format of Bank Guarantee)
LETTERHEAD BANK

Date:

Controller of Housing
Ministry of Housing and Local Government
National Housing Department
Licensing and Housing Development Division
Level 31, No. 51, Boulevard, Precinct 4
62100 PUTRAJAYA

Sir,

BANKER'S GUARANTEE

1. As requested by of ("the Licensee"), we hereby guarantee that the maximum aggregate sum of RM..... being 20% of the earnest money required to be deposited with the Controller of Housing which is in accordance to the provision of Section *6(1)(a) or 6(1)(b) of the Housing Development (Control & Licensing) 1966 Act 118 ("Act") (which includes any amendment, consolidation or re-enactment thereof from time to time) as a guarantee for the due performance of the Licensee's obligations under the Act made there under.
2. The sum of RM..... shall become payable by us within fourteen (14) Banking Days upon receipt of demand in writing from the Controller of Housing or Deputy Controller of Housing, stating that the demand is made pursuant to Section 6B of the Act 118 together with this original guarantee at the address stated in clause 4 herein or any other registered address as communicated by us notwithstanding any protest or contestation by the Licensee or any third party and without proof or condition. For the avoidance of any doubt, 'Banking Days' refers to the days on which the Bank is open for business, excluding Saturday, Sunday and public holidays in Wilayah Persekutuan, Malaysia.
3. This guarantee is effective from.....to.....("Validity Period") i.e. from the date of the issuance of the notice to open HDA account for the purpose of issuing license to the Licensee under the Housing Development (Control & Licensing) 1966 Act 118 until the expiry of the Defect Liability Period pursuant to Section 6A of Act 118, during which, we shall not be discharged or released by any arrangement between us and the Licensee without the consent of the Controller of Housing or Deputy Controller of Housing. Upon the expiry of the Validity Period, this Guarantee is automatically cancelled and shall cease to have any effect and be considered null and void whereupon we shall be discharged of all and any liabilities and obligations under this Guarantee notwithstanding that it is not returned to us for cancellation.
4. All demands, pursuant to Section 6B of Act 118, if any, must be made in writing, delivered by hand or by registered post to..... ("insert bank address") and received by us on or before the expiry of the Validity Period if not earlier, after which this Guarantee shall automatically be cancelled and shall be of no further effect notwithstanding that the original Guarantee is not returned to us for cancellation.

Nevertheless, the return of the original Guarantee together with a letter of discharge by the Controller of Housing or Deputy Controller of Housing prior to the expiry of the Validity Period shall be deemed to be sufficient notice that we are discharged from all of our liabilities under this Guarantee.

5. Any failure by the Controller of Housing or Deputy Controller of Housing to demand for payment under this Guarantee within the period stipulated in preceding paragraph of this Guarantee and in accordance with the terms of this Guarantee, shall discharge us of all obligations and liabilities under this Guarantee without the need for any notice by us to the Controller of Housing or Deputy Controller of Housing and shall be deemed a failure by the Controller of Housing or Deputy Controller of Housing to comply with its obligations under this guarantee or in law, and / or as an act / omission on the part of the Controller of Housing or Deputy Controller of Housing which impairs and is inconsistent with our rights and remedies.
6. This Guarantee shall only be assigned, transferred, or purport to assign or transfer upon obtaining our written consent and the consent of Controller of Housing or Deputy Controller of Housing.
7. This Guarantee shall be governed by and construed in accordance with the Laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia over any claims rising out of this Guarantee.

Signed :
For and on behalf of :
Name of Bank :
Address :
Bank's stamp

** 6(1)(a) a company & 6(1)(b) a person or body of person*

(Format of Bank Guarantee)
LETTERHEAD BANK

Date:

Controller of Housing
 Ministry of Housing and Local Government
 National Housing Department
 Licensing and Housing Development Division
 Level 31, No. 51, Boulevard, Precinct 4
62100 PUTRAJAYA

Sir,

BANKER'S GUARANTEE

1. As requested by of ("the Licensee"), we hereby guarantee that the sum of RM..... being amount of the earnest money required to be deposited with the Controller of Housing which is in accordance to the provision of Section *6(1)(a) or 6(1)(b) of the Housing Development (Control & Licensing) 1966 Act 118 ("Act") (which includes any amendment, consolidation or re-enactment thereof from time to time) as a guarantee for the due performance of the Licensee's obligations under the Act made there under.
2. The sum of RM..... shall become payable by us within fourteen (14) Banking Days upon receipt of demand in writing from the Controller of Housing or Deputy Controller of Housing, stating that the claim is made pursuant to Section 6B of the Act 118 together with this original guarantee at the address stated herein or any other registered address as communicated by us notwithstanding any protest or contestation by the Licensee or any third party and without proof or condition. For the avoidance of any doubt, 'Banking Days' refers to the days on which the Bank is open for business, excluding Saturday, Sunday and public holidays in Wilayah Persekutuan, Malaysia.
3. This guarantee is effective from.....to.....("Validity Period") i.e. from the date of the issuance of the notice to open HDA account for the purpose of issuing license to the Licensee under the Housing Development (Control & Licensing) 1966 Act 118 until the expiry of the Defect Liability Period pursuant to Section 6A of Act 118, during which, we shall not be discharged or released by any arrangement between us and the Licensee without the consent of the Controller of Housing or Deputy Controller of Housing. Upon the expiry of the Validity Period, this Guarantee is automatically cancelled and shall cease to have any effect and be considered null and void whereupon we shall be discharged of all liabilities and obligations under this Guarantee notwithstanding that it is not returned to us for cancellation.

4. All claims, pursuant to Section 6B of Act 118, if any, must be made in writing, delivered by hand or by registered post and received by us on or before the expiry of the Validity Period if not earlier, after which this Guarantee shall automatically be cancelled and shall be of no further effect notwithstanding that the original Guarantee is not returned to us for cancellation. Nevertheless, the return of the original Guarantee together with a letter of discharge by the Controller of Housing or Deputy Controller of Housing prior to the expiry of the Validity Period shall be deemed to be sufficient notice that we are discharged from all of our liabilities under this Guarantee.
5. Any failure by the Controller of Housing or Deputy Controller of Housing to demand for payment under this Guarantee within the period stipulated in preceding paragraph of this Guarantee and in accordance with the terms of this Guarantee, shall discharge us of all obligations and liabilities under this Guarantee without the need for any notice by us to the Controller of Housing or Deputy Controller of Housing and shall be deemed a failure by the Controller of Housing or Deputy Controller of Housing to comply with its obligations under this guarantee or in law, and / or as an act / omission on the part of the Controller of Housing or Deputy Controller of Housing which impairs and is inconsistent with our rights and remedies.
6. This Guarantee shall only be assigned, transferred, or purport to assign or transfer upon obtaining our written consent and the consent of Controller of Housing or Deputy Controller of Housing.
7. This Guarantee shall be governed by and construed in accordance with the Laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia over any claims arising out of this Guarantee.

Signed :

For and on behalf of :

Name of Bank :

Address

** 6(1)(a) a company & 6(1)(b) a person or body of person*