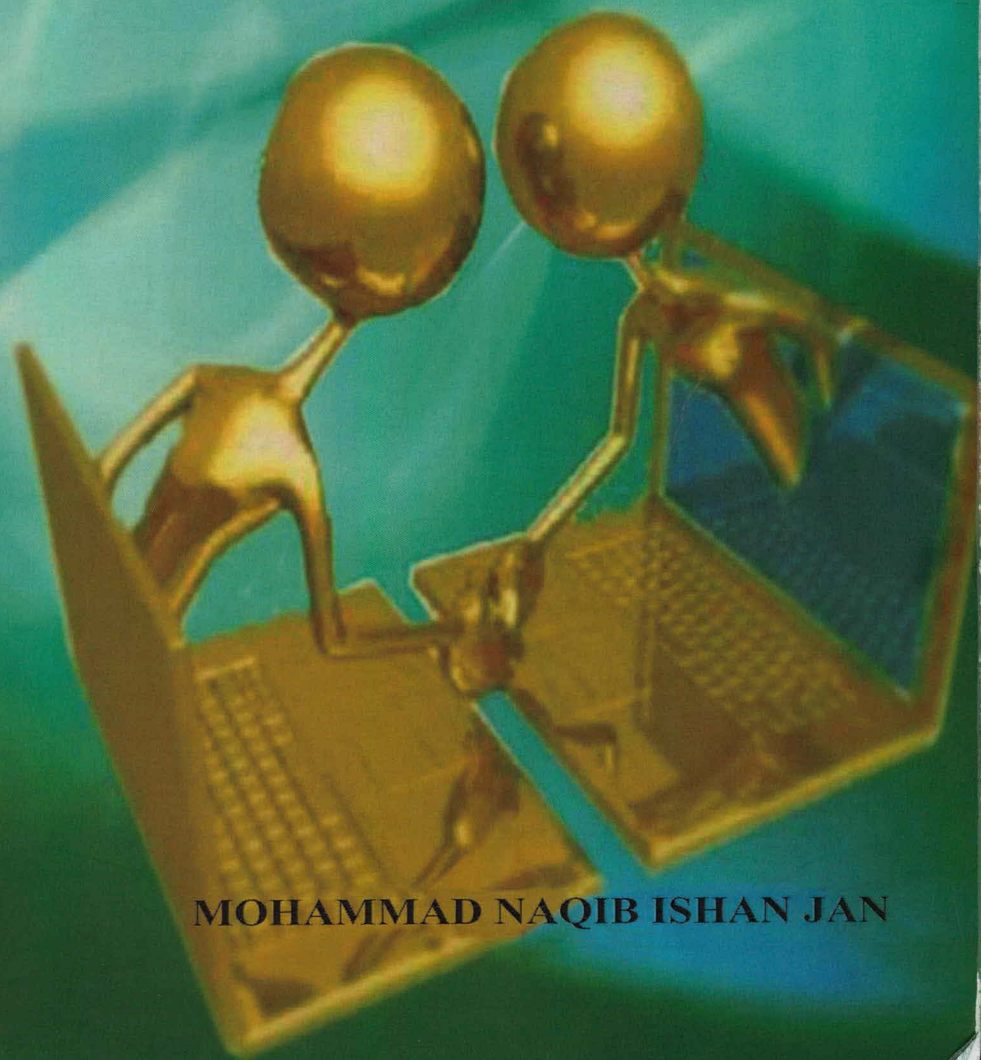


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 16

DISPUTES AND ISSUES RELATING TO SALE AND PURCHASE OF LAND IN MALAYSIA

by

SHARIFAH ZUBAIDAH SYED ABDUL KADER

This chapter deals with the sale of land or building or parcel in a sub-divided building or land parcel in Malaysia.¹ Realising that it is quite impossible to give a complete treatment of such sale and purchase transaction in just a few pages of this chapter, it is proposed that the approach taken in this writing will be to introduce such transaction to the general reader and to only elaborate the salient features, issues and disputes of a general sale and purchase of land in Malaysia.

The discussion begins with explanation of the features of land ownership and the laws governing the sale and purchase transaction. It highlights that Malaysia applies the Torrens system of title by registration and describes the contractual and statutory dimensions in which the sale and purchase of land operates. The chapter goes on to identify the types of land or property that becomes the subject matter of sale as the conveyancing procedures will differ depending on each type of land or property.