

THEMATIC TITLE	LEGAL PROBLEMS CONCERNING CONTRACT LIABILITIES OF HOUSING DEVELOPMENT BUSINESS OPERATORS
KEYWORDS	CONTRACT LIABILITIES/HOUSING DEVELOPMENT BUSINESS OPERATORS
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YEAR	2023

ABSTRACT

This thesis on the legal problems concerning contract liabilities of housing development business operators aims to (1) investigate concepts, principles, and theories on the contract liabilities of housing development business operators, (2) explore legal measures on the contract liabilities of housing development business operators, (3) analyze problems on the contract liabilities of housing development business operators, (4) and propose approaches to solve the legal problems concerning contract liabilities of housing development business operators appropriately.

The findings were as follows: (1) Regarding the contract liability problem in case of defect, Section 34 of the Land Development (amendment) Act B.E.2543 (No.2) B.E.2558 specifies that the conduct made between a land developer and a purchaser shall be made correctly in line with the form specified by the Central Land Development Commission. In case of failure to abide by the form and not benefit to a purchaser, the contract shall not be effective which leads the problem of interpreting the sale contract of housing estate; (2) Regarding the contract liability problem in case of failing to meet what is specified in the advertisement, Section 29 of the Land Development (amendment) Act B.E.2543 (No.2) B.E.2558 does not specify the advertisement of housing estate project to include verbal language, advertising vehicles, and leaflets in the sale contract form which causes the law enforcement not conform to the intent specified by laws; (3)

Regarding the sale contract form, the announcement of the Central Land Development Commission on specifying the standard form of a sale contract B.E.2545 amendment (No.2) B.E.2546 does not specify the building modification or extension in the sale contract leading to breach of contract form which causes the consumer fail to get correction and damages from housing estate defects; and (4) Regarding the problem of sale contract termination, the building modification or extension after ownership transfer is not specified in the announcement of the Central Land Development Commission on specifying the standard form of a sale contract B.E.2545 amendment (No.2) B.E.2546 leading the consumer to become a contract breacher. Moreover, the land developer does not terminate the contract and leads the liability to make corrections and compensate for damages to a consumer.

Therefore, the researcher would like to propose approaches to solve the legal problems by amending Section 34 Paragraph 2 of the Land Development (amendment) Act B.E.2543 (No.2) B.E.2558 to make the contract nullified in case of failing to abide by the form specified by the Central Land Development Commission. The research also proposes the amendment of Section 29 by specifying the advertisement of housing estate project to include other items apart from being stated by law. Moreover, the research proposes to amend the announcement of the Central Land Development Commission on specifying the standard form B No. 11.1.1 of a sale contract B.E.2545 amendment (No.2) B.E.2546 to specify the period of five years from the date the developer realizing the defects or being informed of the defects from the purchaser, as well as adding No.7 on the criteria of building modification and extension after the ownership transfer of housing estate