



**OVAL DAMANSARA**

**BUILDING OWNER(S) / OCCUPANT(S)  
HANDBOOK / HOUSE RULES**

## Perbadanan Pengurusan Oval Damansara

Address : Management Office, Unit 29-10,  
Oval Damansara,  
685, Jalan Damansara,  
60000 Kuala Lumpur

Tel. : 03-27753567, 03-27753568

Email : [ovaldsara@gmail.com](mailto:ovaldsara@gmail.com)  
[management@ovaldamansara.com](mailto:management@ovaldamansara.com)

Office hours : Monday to Friday  
8.30am to 5.30pm

Sat/Sun/P.Holiday  
Closed

# C O N T E N T S

1.0	INTRODUCTION.....	5
2.0	INTERPRETATIONS.....	5
3.0	DUTY TO COMPLY.....	6
4.0	BINDING ON SUCCESSORS AND ASSIGNS.....	6
5.0	POWER OF MANAGEMENT TO MAKE HOUSE RULES	7
6.0	USE OF INDIVIDUAL UNITS.....	7
6.1	PERMITTED USER	
6.2	NOTIFICATION REGARDING LETTING OUT	
6.3	NUISANCE AND COMMERCIAL RESTRICTIONS	
6.4	BUILDING BY-LAWS	
6.5	REPAIRS, CLEANING ETC	
6.6	WASTE AND ALTERATIONS	
6.7	AERIALS SIGN AND ADVERTISEMENTS	
6.8	STATUTORY OBLIGATIONS	
6.9	REFUSE DISPOSAL	
6.10	SHIFTING IN/OUT	
6.11	RENOVATION	
6.12	DAMAGE TO COMMON PROPERTY	
6.13	AIR-CONDITIONING	
6.14	SECURITY SERVICE	
6.15	LIFT SERVICES	
6.16	CAR PARKING	
6.17	TOWING, CLAMPING & PENALTY	
6.18	INTERFERENCE OF MANAGEMENT DUTIES	
6.19	DAMAGE OR LOSS IN USAGE OF PARKING BAY	
7.0	COMMON PROPERTY.....	15
7.1	USE OF COMMON PROPERTY	
7.2	INVITED GUESTS	
7.3	FINES AND PENALTY	
7.4	PETS	
7.5	CONDUCT OF THE GUESTS/INVITEES	
7.6	BREACH OF THE HOUSE RULES	
7.7	SAFETY OF GUESTS	
7.8	FINES, PENALTIES AND OTHER REMEDIAL ACTIONS	

<b>8.0</b>	<b>TYPES OF CHARGES.....</b>	<b>16</b>
8.1	MAINTENANCE SERVICE CHARGES	
8.2	SINKNG FUNDS	
8.3	QUIT RENT	
8.4	ASSESSMENT	
8.5	INSURANCE	

<b>9.0</b>	<b>DISRUPTION OF UTILITIES.....</b>	<b>17</b>
------------	-------------------------------------	-----------

	<b>SCHEDULE I.....</b>	<b>18</b>
--	------------------------	-----------

**HOUSE RULES AND REGULATIONS GOVERNING THE USE OF COMMON AREA**

1. NO OBSTRUCTION AT COMMON AREA
2. POTTED PLANTS
3. CLEANING OF AREA ADJOINING TO THE EXTERNAL WALLS
4. LIABILITIES FOR DAMAGES TO COMMON PROPERTY
5. EXERIOR FACADE ON THE UNIT
6. FURNITURE AND EQUIPMENT IN COMMON AREA

	<b>SCHEDULE II.....</b>	<b>20</b>
--	-------------------------	-----------

**HOUSE RULES AND REGULATIONS GOVERNING RENOVATION WORKS**

	<b>SCHEDULE III.....</b>	<b>24</b>
--	--------------------------	-----------

**HOUSE RULES AND REGULATIONS GOVERNING COST, DEPOSIT, FINE AND PENALTY**

## **1.0 INTRODUCTION**

- 1.1 Oval Damansara is a commercial 33-storey building located at the SPRINT Highway bearing the address Oval Damansara, 60000, Kuala Lumpur. (“the Building”).
- 1.2 This handbook contains the House Rules and Schedules governing the occupation, facilities and amenities in the Building (“House Rules”). All Occupants and invitees in the Building shall be bound by the House Rules. It is the Joint Management Body’s / Management Corporation’s desire to create a quality and harmonious environment for the occupants as well as to achieve the common goal of a well-managed commercial building. To achieve these objectives all occupants and invitees shall be expected to comply with the House Rules.
- 1.3 The full authority and responsibility for the enforcement of House Rules lies with the Management. The House Rules may be amended by the Management from time to time. Suggestions are welcome from all the occupants but must be in writing. The Management reserves the right to accept or reject suggestions.
- 1.4 The Owners/ Occupants shall not use or permit to be used the common area or any part thereof for any business or commercial purpose or the display or advertisement of any goods or services except with the consent in writing of the Management and in accordance with any condition imposed by the Management.
- 1.5 The Owner[s] / Occupant[s] shall remove or cause to be removed displays or merchandises immediately upon notice by the Management where the Management is of the opinion that such displays or merchandises will impair the name, reputation or image of the Building.

## **2.0 INTERPRETATIONS**

In these House Rules, unless the context shall otherwise require, each of the following words or expressions shall have the meaning stated below:

- 2.1 ‘Owner’ refers to the owner of a unit or units of shop and office comprised in the Building and includes his lawful servants, employees, agents, independent contractors and invitees.
- 2.2.1 ‘Lessee’ or ‘Tenant’ refers to all persons for the time being occupying a unit or units of shop and office comprised in the Building pursuant to a license tenancy lease assignment underlet sub-tenant sub-lease or other agreement or arrangement for the parting with possession of any unit or units by the Owner thereof, which expression shall include where applicable its servant agents independent contractors and invitees.
- 2.3 “Building includes the shop and office units, the common property and all building contained in Oval Damansara.

- 2.4 'Management' refers to the Developer or the Joint Management Body (when formed) or Management Corporation (when formed) or any appointed Managing Agent authorized by the Developer to enforce these House Rules.
- 2.5 'Common Property' shall mean in relation to the Building that portion or portions of the said Land on which so much of the Building stands excluding the units and such part or parts thereof provided by the Developer from time to time for the common use by the occupants, licensees and invitees of the Building and includes (but without limiting the generality thereof) the stair case, lift pit, lift lobby, verandah, driveways and service roads, pavements, drains and other like amenities and conveniences thereof.
- 2.6 All references to provisions of statutes include provisions as may be amended or re-enacted from time to time.
- 2.7 Words applicable to natural persons include anybody or persons or corporation and vice versa.
- 2.8 Words importing the singular number shall include the plural number and vice versa.
- 2.9 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 3.0 Duty to Comply**
- 3.1 As long as any Owner / Occupant of any unit comprised in the Building remains the occupier thereof he/she shall be entitled to the use and full possession and quiet enjoyment of the same, subject however to the restrictions as set out herein.
- 3.2 Each Owner / Occupant will at all times hereafter observe the terms and conditions set forth herein.
- 4.0 Binding on Successors and Assigns**
- 4.1 These House Rules shall be binding on the successors-in-title and permitted assigns of the Owner[s] and the successors-in-title, personal representatives or permitted assignees of the Owner, as the case may be.

## **5.0 POWER OF MANAGEMENT TO MAKE HOUSE RULES**

5.1 In consideration of the premises, the Owner hereby undertakes and covenants with the Management that the Owner, his tenants, estate, personal representatives, assignees and successors in title shall perform and or observe the provisions of these House Rules made hereunder by the Management from time to time and all additions and/or amendments thereto at any time and from time to time made by the Management.

5.2 The Owner[s] hereby agrees that the Management shall be entitled to and are hereby irrevocably authorized by the Owner, at any time and from time to time to make new House Rules pertaining to the facilities and/or Common Property not currently covered by the House annexed hereto AND to add to, revoke and/or howsoever vary any House Rules made by the Management by giving the Owner thirty [30] days' notice in writing of the new changed House Rules.

## **6.0 USE OF INDIVIDUAL UNITS**

### **6.1 Permitted User**

- [a] To use each unit exclusively for business purpose only and shall not be used for residential or any other purposes [illegal or otherwise] which may be injurious to the reputation of the Building.
- [b] The unit shall not be or remain open for business at or during any time or time prohibited by law for that class of premises or the business carried on therein. The Occupant shall conform to all terms and conditions of the Business License issued by the relevant authorities.
- [c] The Occupant shall keep the unit open for trade during such hours as the Management shall from time to time prescribe as usual business hours of the Building and conduct the Occupant's business therein at all times in good faith and in accordance with the best method and in a reputable manner and not commit or suffer or permit to be committed any illegal or unlawful act in the Unit.

### **6.2 Notification Regarding Letting Out**

- [a] The Owner[s] must notify the Management in the event he lets out the unit within 14 days from the effective date of tenancy agreement. The Owner shall furnish the Management with such details of the letting out as the Management may require from time to time and the Owner[s] shall prior to the creation of any lease or tenancy cause the lessee[s] to sign the said documents.

- [b] The Owner[s] or the lessee[s] as the case may be shall furnish the Management with such particulars as the Management may require of all persons occupying the unit and shall cause the said person to sign the said documents. The Owner or the Lessee as the case may be shall further inform the Management of any change of persons occupying the unit and furnish the Management with particulars of the new occupants.

### 6.3 **Nuisance and Commercial Restrictions**

- [a] Not to do nor allow remaining open upon any unit/the common area anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the occupiers of adjacent or neighbouring units. Any propose renovations and repair works to be carried out ; a prior arrangement has to be made with the Management.
- [b] Radio, TV or other musical instruments shall not be operated at such high volume as to interfere with the peaceful enjoyment of the other occupants.
- [c] Not to use any unit for any dangerous noxious noisy or offensive trade, business, manufacture neither of occupation nor for any illegal or immoral activity or purpose.
- [d] Not to allow or keep in any unit or common property any activity or item which may overload or impair the floors or walls thereof or cause an increase in insurance premium or the cancellation invalidation or non-renewal of existing insurance policies.

### 6.4 **Building By-Laws**

- [a] Not to commit any breach of any planning control and to comply with the provisions and requirements of the Building By-Laws that affect each unit whether as to be permitted user or otherwise and to indemnify and keep the Management indemnified against all liabilities whatsoever including costs and expenses in respect of any contravention.
- [b] At the expense of the owner to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user of the unit in respect of which planning permission is required under the Building By-Laws.
- [c] Subject to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Building By-Laws in respect of the carrying out or maintenance of any such unit.
- [d] Not to carry out or make any alteration or addition to the said unit or any change of use until:-
  - [i] All necessary notices under Building By-Laws have been served and copies produced to the management;



- [ii] All necessary permissions under the Building By-Laws have been obtained and produced to the Management;
- [iii] The Management has acknowledged that every necessary planning permission is acceptable to the Management being entitled to refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would be or likely to affect or be prejudicial to the interests of the Management.

#### 6.5 **Repairs, Cleaning, Etc.**

- [a] To effect repairs only to internal walls of the said unit and only after the Management's consent has been obtained.
- [b] Not to bring, keep, stack or lay out upon the Common Area, materials, equipment, binds, crates, cartons, boxes or any receptacle for waste of any other item which is or might become untidy, unclean, unsightly or in any way detrimental to the Common Area.
- [c] Not to deposit or permit to be deposited any waste, rubbish or refuse on the Common Areas;
- [d] Not to keep or store on the common area any vehicle, caravan or movable dwelling.
- [e] Not to cause any land roads or pavements abutting the Building to be untidy or in a dirty condition and in particular [but without prejudice to the generality of the above] not to deposit their refuse or other materials.
- [f] Where the use of pipes, boundary structures or other things is common to the unit to be responsible for and to indemnify the Management against all sums due from and to undertake all work that is the responsibility of the occupier of the unit in relation to those pipes or other things.

#### 6.6 **Waste and Alterations**

Unless the prior written consent of the Management has been obtained [which consent shall not be unreasonably withheld], unit Owner[s] shall not:-

- [a] make any addition to any unit including awnings, shades, screen and grilles whatsoever;
- [b] unite any unit with any adjoining unit;
- [c] make any alteration to any unit save as permitted by following provisions of this clause;

- [d] make internal and structural alterations to any unit.
- [e] make connection with the pipes that serve a specific unit other than in accordance with plans and specifications which have previously been approved by the Management subject to consent to make such connection having been previously obtained from the competent statutory authority.

#### **6.7 Aerial Signs and Advertisements**

- [a] Not to affix or exhibit on the outside unit or through any window of the Building nor display anywhere outside a unit or on the Building any placard sign, notice, fascia board or advertisement except signage indicating the business or company name with the approval of the Management.
- [b] Not to erect signboards, placards for rental and/or for sale at the common areas.

#### **6.8 Statutory Obligations**

- [a] At the Owner's own expense to execute all works and provide and maintain all arrangement upon or in respect of the said unit or the use to which the said unit is being put that are requirement of any statute being in force at the time of works or any government department, local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Owner.
- [b] Not to do in or near a unit or the Common Area any act or things by reason of which the Management may under any statute have been imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.
- [c] Without prejudice to the generality of the above to comply in all respects with the provisions of any statute and any other obligation imposed by law or by any By-Laws applicable to the use of a unit.

#### **6.9 Refuse Disposal**

- [a] All the Occupants shall ensure that all the refuse or rubbish shall be wrapped up in non-porous bags and placed properly in the main refuse bin located at basement floor next to the car park. All wet refuse should be thoroughly drained of any liquid and care shall be taken to prevent dripping on the floor in the common area. Nobody shall be allowed to throw any rubbish out of any windows or doors or leave any rubbish in any common area.

- [b] Heavy or bulky objects must not be placed in or near the refuse bin but to dispose off by the occupiers at their own cost. Any Owner / Occupant caught throwing or leaving bulk objects into the refuse bin will be given ample notice to remove, failing which the Management will do the needful and such cost will be borne by that Owner / Occupant.
- [c] Not to place or dispose any combustible substance in the refuse bin.
- [d] The management reserves the right to charge the occupier for workers engaged to remove refuse or remedy any nuisance damage.

#### 6.10 **Shifting In / Out**

- [a] The restricted time and day for moving in / out is 9:00 am to 5:00 pm Monday to Friday and 9:00am to 1:00 pm on Saturday. The security has been instructed not to release any moving out on Sunday unless on special appointment by the Owner[s] / Occupant[s].
- [b] The Management Office shall be informed at least 7 days in advance of any moving involving a professional mover or large items. The occupants have to submit the Resident's Notification of Moving In / Out Form and deposit a sum of RM4,000.00 to the Management's Office. The Resident's Notification of Moving In / Out Form can be obtained at the Management's Office.
- [c] The deposit is to ensure that unwanted material, debris and heavy items such as carpets, furniture and cushions, etc. are not left in the corridors, lift lobby, fire escape staircase or any other common areas. The cost of removal and cleaning will be deducted from the deposit and the balance will be refunded to the Owner[s] concerned. In the event the cleaning costs exceed the deposit, the additional amount shall be charged to the Owner[s]' account.

#### 6.11 **Renovation**

The guidelines and procedures are the responsibility of the Owner[s]/ Occupant[s] when carrying out renovations to their units as set out in Schedule II herein.

#### 6.12 **Damage to Common Property**

- [a] To be responsible for and to keep the Management fully indemnified against all damages, losses, costs, expenses, actions demands proceedings claims and liabilities made against or suffered or incurred by the Management arising directly or indirectly out of:-
  - (i) any act or negligence of the Owner[s] /Occupant[s] or any persons at a unit expressly or impliedly with the Owner[s]' /Occupant[s]' authority;

- (ii) any breach or non-observance by the Owner[s]/Occupant[s] of the House Rules conditions or other provisions of the House Rules.

### 6.13 Air-Conditioning

- [a] Installation works must be carried by a qualified / licensed Contractor which is approved by the Management.
- [b] Property drainage system must be installed and the drainage piping must be connected or discharged to the toilet.
- [c] The compressors / outdoor units must be installed securely at the designated location. Refer to the Management or the Management's office for location to install the compressor/outdoor unit.
- [d] The refrigerant pipes from the compressor / outdoor unit to the blower must be laid within your unit and not laid on the external wall.

### 6.14 Security Service

- [a] The Building provides with 24 hours security service with periodical patrolling in and around the Building. In case of emergency, please contact the guard or the Management.
- [b] All visitors to the Building must register at the security counter and will be given a visitor tag before accessing the Building. The visitor tag must be returned when exiting the Building.
- [c] All Owner[s]/Occupant[s] should use their access cards to enter the Building. They are not to access the Building using visitor tag.
- [f] The security personnel are responsible for only the general security of the area, monitoring of guests/visitors, controlling of traffic and use of unit and common properties. Owner[s] / Occupant[s] are not allowed to abuse the security personnel by words of action.
- [e] The security personnel are empowered to carry out security checks and detain any persons whether occupants / invitees or otherwise found of suspicious characters or causing nuisance within the boundary of the Building. Such persons so detained shall be evicted from the Building Area or handed over to the police for appropriate action.
- [f] Owner[s] / Occupant[s] are encouraged to take precautionary measures such as installing alarms to ensure the safety of their belongings. However, alarm must be of the approved type that will not cause prolong noise when they are tripped.

## 6.15 Lift Services

- [a] There are a total of twenty [20] lifts serving the Building.
- [b] The Management reserves the right to shut down the lift during business hour for the purpose of maintenance services.
- [c] Smoking in the lift is strictly prohibited.
- [d] No person shall tamper with any of the lift control in the manner so as to prevent the proper functioning of the lift.
- [e] In the event of power failure or fire or other emergencies, Owner[s] / Occupant[s] must not use the lift but should use the staircase to vacate.
- [f] The Management shall not be liable for any loss, damage or injury arising of, or in connection with any failure or interruption in the lift for any reason whatsoever.
- [g] Owner[s] / Occupant[s] must inform Management of any shifting of heavy or bulky items using the lift at least 7 days in advance so that proper arrangement can be made to avoid any inconvenience to other occupants. The lifts may not be used for the shifting or delivery of any heavy or bulky goods in which case the designated service lift should be used.

## 6.16 Car Park

- [a] Each unit is not allocated a car parking bay. Owner[s]/Occupant[s]/ Invitees shall park their vehicles only at designated parking bay. Vehicles parked outside the parking bay in the Building may be towed away at the car owner[s]' cost.
- [b] Vehicles or any goods left in the parking bay are the responsibility of the vehicle owner[s]. The Management will not be liable for any claims, damages, theft or loss of such vehicles or goods from whatsoever or howsoever caused.
- [c] To use the parking bay only for the purpose of parking motor vehicles.
- [d] Goods or materials of any kind are not allowed to be stored in the car parking bay at any time of the day. If found, the Management reserves the right to remove or confiscate the items without giving any notice whatsoever.
- [e] Car washing in the car parking bay is prohibited.

- [f] The Owner[s]/Occupant[s]/Invitees shall not cause any obstruction in or on the approaches or passage ways adjacent to or leading to the Building by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Owner[s], or Occupant[s] of the unit or by and of their friends or visitors and shall also observe all regulations made by the Management relating to the parking of such vehicles.
- [g] All vehicles are parked at the Owner[s]/Occupant[s]/Invitees own risk. The Management shall not be responsible for any damage or loss suffered while the vehicle is parked within the compound of the Building.
- [h] The Management may, without notice, cause any vehicle found parked in areas not designated as parking areas to be towed away or clamped down and the cost of removal [including administrative fees] shall be borne by the Owner[s] of the vehicle.
- [i] No repair works shall be made to any vehicle parked within the compound of the Building which involves excess noise or oil spillage.

**6.17 Towing, Clamping, Penalty**

- [a] The Owner[s]/Occupant[s] hereby agree that Management of the common area shall be entitled at its own discretion without notice to the vehicle Owner[s]/Occupant[s] to tow away or clamped [at the vehicle Owner[s]/Occupant[s] costs] any vehicles parked outside the proper designated carpark bay.
- [b] The wheel clamp can only be removed after payment of a penalty charged and the rate charged by the towing truck company and the defaulter shall be subject to a holding charge. The said charge shall be deemed as contribution to the management fund of the Management.

**6.18 Interference of Management Duties**

There shall be no interference with the Management's discharge of duties nor shall instructions be issued to the Management save and except the occupants may lodge any legitimate complaint to the Management.

**6.19 Damage or Loss In Usage of Parking Bay**

- [a] The Owner[s]/Occupant[s] hereby declare and agree that the Management shall not be responsible or liable (The Management hereby expressly excludes all such liabilities) in any way whatsoever for any damage or loss suffered by Owner[s]/Occupant[s], his servant, agent and/or licensees howsoever arising as a result of or any way relating to his use of a car parking bay.

[b] The Owner[s]/Occupant[s] hereby agree that the Management shall not be liable for damage or loss suffered by the occupant, his servants, agents, and /or licensees howsoever arising as a result of or in connection with any act or commission on the part of the Management whether negligent or not.

**7.0 Common Property**

**7.1 Use of Common Property**

The Owner[s]/Occupant[s] shall use the common area only for the purposes for which it is necessary suited and which are incidental to the use and occupancy of the unit and in this regard shall observe all directions for the use thereof issued from time to time by the committee of the Management as specified in Schedule I.

**7.2 Invited Guests**

All visitors/guests are to comply with the House Rules and regulations.

**7.3 Fine and Penalty**

[a] The Management shall be entitled to levy in respect of any breach of these House Rules committed by guest[s] as set out in Schedule III.

[b] In the event that guest[s] fails to remit the fine to the Management, the Management reserves the right to demand such payment from the Occupants.

**7.4 Pets**

Not to keep or to house any household pets, except for fish, within the designated space of a unit and their visitors shall not be permitted to bring any such pets or livestock into the Building. Any person who contravenes this rule shall be fined and prohibited from entering the building and the pets shall be confiscated without notice. For any additional day that pet kept at their unit, shall be subject to a further fine.

**7.5 Conduct of the Guests / Invitees**

The Owner[s]/Occupant[s] is to ensure that their guests/invitees do no cause annoyance or be a nuisance to other Occupant[s] and their guest[s]/invitees are to comply with the House Rules and the Regulations.

**7.6 Breach of the House Rules**

The Management reserve the right to request any guest[s]/invitees in breach of any of these House Rules to leave the Building without having to assign any reason for doing so.

## 7.7 **Safety of Guests**

Owner[s]/Occupant[s] are responsible for the safety of their guests/invitees and the management disclaims any liability for any accidents, eventualities suffered by the guest[s]/invitee[s].

## 7.8 **Fines, Penalties and Other Remedial Actions**

[a] Without prejudice to other rights available in other clauses of this document the Management shall be entitled to levy fines in respect of any breach of the House Rules committed by any person and to execute any remedial actions deem fit. Please refer to Schedule III on details of the fines and penalties.

[b] The Management reserves the right to engage and bring in the Local Authority / Police Personnel for additional reinforcement whenever required in the event of a breach of House Rules by Occupant[s].

## 8.0 **Types of Charges**

### 8.1 **Maintenance Service Charges**

The payment for maintenance service charges to be collected three months in advance upon a written notice from the Developer / Management. The amount of service charge payable shall be decided by the Management. Failure to pay within the specific period the Management is entitled to impose a 12% per annum penalty to be calculated from day to day until the date of actual and full payment.

### 8.2 **Sinking Fund**

Sinking Fund is to be paid to the Management every three [3] months in advance. Contribution to the sinking fund is 10% of service charges and shall be determined by the Management in its sole and absolute discretion. Failure to pay within the specific period the Management is entitled to impose a 12% per annum penalty to be calculated from day to day until the late of actual and full payment.

### 8.3 **Quit Rent**

The total of quit rent from the authority shall be divided between all unit owners according to share unit of each unit. Failure to pay quit rent within a specific period upon notice given by Management, the owner shall pay a penalty of twelve per cent [12%] per annum.

### 8.4 **Assessment**

The owners shall pay assessment in respect of their own unit directly to the relevant authority.



8.5

**Insurance**

The Building is insured yearly against any mishap that may occur. The total insurance premium shall be divided between all units according to share units of each Unit. Failure to pay the insurance premium within a specific period upon notice given by the Management, the owner shall pay a penalty of twelve per cent [12%] per annum to be calculated from day to day until the date of actual and full payment.

9.0

**DISRUPTION OF UTILITIES**

- [a] The Management shall have the right to disrupt the use of utilities such as blocking access to the Building for Owner[s]/Occupant[s] who have failed to pay their monthly maintenance charges [which maintenance charges include service charge, quit rent, insurance premium and water charges].
- [b] The Management reserves the right to implement the above at any time at its absolute discretion and shall at any time and from time to time revise such procedure.

## **SCHEDULE I**

### **HOUSE RULES AND REGULATIONS GOVERNING THE USE OF COMMON AREAS**

**1. NO OBSTRUCTION AT COMMON AREAS**

The sidewalks, passages, lobbies, stairways, and common corridors shall not be obstructed at any time, or used for any purpose other than their designated uses only.

**2. POTTED PLANTS**

All potted plants shall be placed in containers in order to prevent any water from dripping or any soil from dropping onto any other common areas. All occupiers shall ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the unit whereby they may fall and cause bodily harm to person[s] or damage to the property below.

**3. CLEANING OF AREAS ADJOINING TO THE EXTERNAL WALLS**

Care shall be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the building or into other areas.

**4. LIABILITIES FOR DAMAGES TO COMMON PROPERTIES**

The Management shall assess any damages caused to any common area and the cost of repair and/or replacement shall be charged to the Owner[s]/Occupants[s] responsible.

**5. EXTERIOR FACADE ON THE UNIT**

[a] For the purpose of maintaining the image of the Building, the exterior facade of the Building shall represent a uniform appearance. As such no occupant shall allow any projection to extend through any door or window opening. Awnings or grilles shall not be installed without prior approval of the Management and, if installed, shall follow any of the design approved by the Management and they should be fixed within the internal faces of the premises only.

[b] Brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on the windows, doors or passages in such a manner that they are visible from the outside of the unit.

[c] The Owner[s]/Occupant[s] of every unit shall ensure that nothing shall be hung or placed beyond the surrounding walls outside their unit, and as such textile items such as clothes, linen, towels, etc. shall not be hung from any pole protruding outside the windows, or roofs of any unit.

6. **FURNITURE AND EQUIPMENT IN COMMON AREAS**

All the furniture and equipment placed and/or installed in the common areas have been provided for the safety, comfort and convenience of all the Owner[s]/Occupants[s] and therefore shall not be damaged or removed or altered without the prior approval of the Management.

## SCHEDULE II

### HOUSE RULES AND REGULATIONS GOVERNING RENOVATION WORKS

The following Owner[s]/Occupant[s] guidelines set out the procedures and responsibilities of the Owner[s]/Occupant[s] when carrying out renovations to their units, which should not change the original design of the unit.

These guidelines have been prepared with the objective of preserving the pleasant living environment and harmonious community atmosphere. Good co-operation from all unit Owner[s]/Occupant[s] is essential in achieving these objectives.

1. The Management's Office has to be informed seven (7) working days in advance before the commencement of such works. Please submit for Management's approval your application together with the renovation deposit and the details including drawings/plans for the proposed renovation works to your unit. In order to avoid any delay or inconvenience, kindly take note of the following when making your application:-
  - [a] Renovation form will have to be completed by the Owner[s]/Occupant[s] and the appointed contractor.
  - [b] The Owner[s]/Occupant[s] has to pay a security deposit to the Management to cover any damage caused during the renovation works or non-compliance of the conditions herein. The deposit shall be made to the Management in the form of cheque or bank draft. The deposit shall be refundable free of interest upon the completion of the renovation works according to the approved plans and to the Management's satisfaction, and upon due compliance with all the terms herein. Reductions will be made for any damages caused/cleaning works necessary to the common area. The Owner[s]/Occupant[s] is also required to forward an "as built" drawing to the Management for its records before deposit can be refunded. Kindly be advised that you have to contact the Management to fix an appointment for the joint inspection.
  - [c] The renovation deposits are retained for renovation works.
  - [d] Such deposit shall be used to ensure that all unwanted materials or debris are cleared away from the Building and that no common property is damaged. In the event that there are unwanted materials or debris to be cleared away or there is any damage that needs to be repaired or replaced, the cost shall be borne by the Owner[s]/Occupant[s] concerned. The deposit shall then be refunded after the Management has been informed and after confirming that the renovation works have been completed and after deducting whatever cost needed to clear away any unwanted materials or debris there may be or repair or replace any article that has been damaged. In the event that the cost of clearing away the unwanted material or debris

and/or repairing or replacing any damaged article exceeds the amount of the deposit, the Owner[s]/Occupant[s] concerned shall have to pay the excess amount.

2. No modification to the building structure and services, breaking of any partitioning walls or removal of fire rated doors are permitted. Prior approval must be obtained from the Management and the relevant authorities i.e. Dewan Bandaraya Kuala Lumpur, Bomba, Tenaga Nasional Berhad and etc. if necessary before any renovation works can be carried out in the unit.

The following plans where relevant shall be submitted to the Management:-

- [a] Proposed Floor Layout Plan;
- [b] Proposed Electrical Layout Plan;
- [c] Proposed Plumbing Layout Plan.

3. The Owner[s]/Occupant[s] must ensure that all renovation works to be undertaken comply with the requirements of all relevant authorities and obtain all necessary approvals as required by the prevailing acts, by-laws and regulations imposed by such authorities.
4. Renovation works are to be carried out only during the following hours:-
  - Mondays to Fridays - 9.00 am to 5.00 pm
  - Saturday - 9.00 am to 1.00 pm
  - Sunday and Public Holiday - Subject to Management approval

All drilling and hacking works or any other works that are noisy and cause nuisance to other occupiers must be carried out after office hours or on Sunday and Public Holiday subject to the approval from the Management. As such, the Management must be notified in writing so that prior notice can be given to neighbouring occupiers. Hacking and modification to any of the building structure members, breaking of any common party walls or removal of fire rated doors are strictly prohibited.

5. During renovation, the contractor shall provide a copy of the identification card [IC] or if non-Malaysian, the relevant identification document, of each of his employees to the Management and shall take all necessary precautions to avoid damage to the common property. The Owner[s]/Occupant[s] will be held liable for any damage caused to the building during the course of their renovation works.
6. The appointed contractor is to submit details of the project such as name of the contractor company, contact person, contact telephone number during the duration of the project, and a list of names of their workers, two [2] days in advance. All contractors are to register their workers at the security desk and obtain the contractor's pass. This pass is to be worn at all times and given to the security desk upon leaving. If the pass is lost, a fine of RM20.00 will be imposed. No loitering of workers other than the designated unit. The workers must be decently dressed whilst they are within the compound of the unit. Any security person shall have the right to question any person found without a pass on the unit.

7. Only lightweight materials to be used and these should comply with the minimum fire rating prescribed by the prevailing building 'regulations'. The material used for renovation purpose must be of a non-combustible nature and acceptable to the relevant authorities.
8. The Owner[s]/Occupant[s] appointed contractor is to ensure that they have received approval from the building management's representative before isolating or connecting any M&E services, e.g. electrical , telephone wiring and plumbing.
9. Sand, aggregate, bricks and other similar materials will be conveyed in the lift in bags and all mixing work of such material will have to be done in the unit concerned.
10. The contractor is responsible for the removal of all renovation debris daily. No materials, fittings or fixtures are to be left at the lobby, car parking lots, common areas, or staircases during or after renovation. Should the floor route be heavily used to large-scale renovation, the contractor is to clean up failing which the Management will employ cleaner and charge the cost to the contractor.
11. Common water pipes/taps and all electrical power points are not allowed to be used for works carried out at respective unit.
12. Noise pollution to be kept to the absolute minimum during the progress of the work. The main door of the unit must be kept closed to avoid disrupting the peace and quiet enjoyment of the neighbours. The Management must be allowed in for the purpose of checking the renovation works being done.
13. The Contractors in carrying out the works shall not employ illegal immigrants as workers. The Management shall not be responsible for such act or acts by the Contractors and they shall indemnify the Management for all consequences arising thereof.
14. Upon completion of the proposed work, subject to the approval of the relevant authorities, the Owner[s]/Occupant[s] is to write to the building management for a joint inspection.
15. The contractor shall not be allowed to use the tap water/electricity supply from the common areas.
16. All renovation work shall be confined to the limits of the unit. Knocking down of walls and hacking of structural slabs, columns and beams are not permitted. Wet construction works shall not be encouraged. In any case, the contractor concerned shall ensure that renovation works shall be carried out according to the existing rules and regulations of the relevant authorities.
17. Owner[s]/Occupants[s] shall be responsible for the conduct of their appointed contractors. Any damages to the building or any equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Owner[s]/Occupant[s] concerned.

18. All units are designed to take loads not exceeding 2.5 KN/m sq. for offices (to be confirmed by developer) and 4 KN/m. sq for shops (to be confirmed developer). The placing of heavy objects in excess of this weight must be checked and approved by structural engineer of the project. Proper drawings indicating the location for such loads and their detail must be submitted to the structural engineer and when such approval is granted, all costs including the structural engineer's fees shall be borne by the Occupant. Generally, safes and other heavy objects should be placed near columns.
19. Any alteration of or addition to the existing electrical installation should comply with Local Authority and TNB's requirements such as cable sizes, Sirim approved fittings and method of installation. All electrical installation must be carried out by a qualified electrician or licensed contractor.
20. Any alteration or addition on the existing plumbing and sanitary installation shall comply with the Local Authority and the Management's requirements. Installation works must be carried out by a qualified plumber or licensed contractor.
21. A qualified/licensed contractor must be engaged to carry out air-conditioning works. Proper drainage system shall be installed and the outlet pipes shall be terminated at the toilet or balcony floor trap. The compressor[s] or outdoor unit must be installed securely at the designated location provided.
22. In a situation where the Owner[s]/Occupier[s] unit's defects are affecting another Owner[s]/Occupant[s]' unit or common area, the Management will serve a 14 days' notice for the said Owner[s]/Occupant[s] to commence repair work.
23. If no actions are taken, the Management shall undertake to repair the defects at all affected units at the said Owner[s]/Occupant[s]' cost. Thereafter the Management shall charge the said Occupant[s] the cost of repair twice the actual cost incurred.
24. For as long as the said Owner[s]/Occupant[s] does not pay the amount due to the Management, the Management shall reserve the right to refuse to grant approval to proceed with any application for renovation.

### SCHEDULE III

#### HOUSE RULES AND REGULATIONS GOVERNING COST, DEPOSIT, FINE AND PENALTY

1. Towing, clamping, penalty

Towing – Full towing charges per billing and fine of RM350.00 per vehicle  
Fine for removal of clamping – RM50.00 per vehicle  
Holding cost charge – RM30.00 per day

2. A maximum of three (3) access cards are issued to the owner of a unit. Owner may apply for additional cards by explicitly stating the name of the occupants in designated form and subject to Management Approval. A letter declaring the lost card is required before a replacement card be given.

Deposit for additional card	- RM100 (refundable)
Additional access card	- RM54 (Incl SST)
Replacement / Lost card	- RM54 (Incl SST)

3. Fines and penalty for breach House Rules. The Management reserves its rights to impose the fines and penalties as below on any owner, occupant, service provider, contractor or person as may be relevant, from time to time as deemed fit by the Management for each offence committed against the House Rules to be made payable on demand or debited against the relevant owner's, occupant's, service provider's, contractor's or person's account as may be necessary until the breach is remedied. Any fine or penalty which may be collected therefrom as a debt due to the Management shall be recoverable as a debt and the same can be deducted from any deposit held by the Management.

Minimum – RM50.00 per day  
Maximum - RM1,000.00 per month

4. Deposit for Renovation Works

Deposit	- RM4,000.00 (refundable)
Rubbish disposal	- RM200.00 (refundable)
Admin fee	- RM324.00 (Incl SST, not refundable)

The rates are subject to review from time to time as and when deemed appropriate by the Management.