

VERVEA[®] Handbook

*Today's address to the
metropolis of tomorrow.*

(V7)

Aspen Vision City, Batu Kawan
FREEHOLD



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1. Preamble

Introduction

This Handbook is the Rules and Regulations of “VERVEA”.

The Rules and Regulations are formulated as guidelines, which govern the occupation and usage of individual Parcels, Common Property and facilities in conjunction with other statutory and legal requirements. Extract of By-Laws from the Strata Management Act 2013 - The Strata Management (Maintenance and Management) Regulations 2015 By-Laws is annexed to this Handbook. The Annexure hereto shall be read and construed as an essential part of this Handbook and in the event of inconsistencies or discrepancies, the terms of the The Strata Management (Maintenance and Management) Regulations 2015 shall prevail.

All the Owner(s), Tenant(s) and their Invitee(s), licensees, contractors, agents, employees and servants within VERVEA should be bound to these Rules & Regulations. The purpose is to promote harmonious use of all Parcel within Vervea and to protect all Owner(s) and Tenant(s) from annoyance and nuisance caused by improper use of individual Parcels, Common Property and Common Facilities, thereby providing maximum enjoyment of VERVEA and the Common Facilities.

The full authority and enforcement of these rules lies with the Management. The Management may amend the Rules and Regulations from time to time.

The Management reserves the right to change any of these rules after due notice is given to Owner(s) and Tenant(s). Parcel Owner(s) and/or Tenant(s) shall observe and comply with the rules, failing which fines and sanctions may apply.

2. Definitions

In these Rules and Regulations, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated below:-

- a. “Owner(s)” refer to the persons, who owns a Parcel and who has a legal title to the same.
- b. “Tenant(s)” means any persons occupying a Parcel pursuant to a licence, consent or permission express or implied or pursuant to any valid written lease or tenancy agreement or other similar arrangement with the Owner, irrespective of whether the licence, consent or permission or lease, tenancy agreement or other similar agreement may have been subsequently revoked, lapsed and/or terminated.
- c. “Lessee(s)” refer to any persons who is/are for the time being leasing one of the Parcels and who is also using, occupying and/or residing therein.
- d. “Management” refers to the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Property Manager authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to enforce these rules.
- e. Property Manager refers to the company appointed and authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to manage VERVEA.
- f. “Invitee(s)” mean any persons who are not Owner(s) or Tenant(s) of any Parcel within VERVEA but whose presence in Vervea is at the invitation of the Owner(s) or the other Owner(s) or the Tenant(s) and includes without limitation to the Owner’s or the other Owner(s)’ or the Tenant(s)’ family members, employees, guests, agents, servants, workmen, licensees, visitors, contractors or other invitees and “Invitee” shall be construed accordingly.
- g. “Parcel” means a unit within VERVEA and as defined Section 2 of the Strata Management Act 2013.
- h. “Buildings” refers to the fifty two (52) blocks of shop offices within VERVEA and as defined Section 2 of the Strata Management Act 2013.

- i. “Common Property” means so much of the land and the fixtures and fittings therein including but not limited to the refuse plants, refuse chambers, refuse chutes, refuse bins, drains, water tanks, sewers, cables and ducts that serve more than one Parcel, corridors, walkways, driveways, bicycle tracks and the roof structure on the High Street, the streets, streetlights, landscape areas, fences and all other systems, facilities and installations in relation thereto not comprised in any Parcel, Accessory Parcel, identified accessorized parcel or identified block save and except such part thereof as may be designated at the absolute discretion of the Management to form part of the Common Property and other open spaces and compounds designated for common use and enjoyment by all the Owner(s)/Tenant(s) of VERVEA including the Common Facilities.
- j. “Common Facilities” means such common rooms, spaces and facilities serving VERVEA, and the services provided or to be provided in relation thereto, as specified herein as may be reviewed and varied by the Management at its absolute discretion at any time and from time to time.
- k. “Central Island Park” means the 25-acre park serving as a common facility in the heart of the master development Aspen Vision City which VERVEA forms a part of.
- l. “Developer” means ASPEN VISION CITY SDN BHD (Company No. 1103837-X) a company incorporated in Malaysia with its registered office at Suite 16-1 (Penthouse Upper), Menara Penang Garden, 42A Jalan Sultan Ahmad Shah, 10050 Penang with its place of business and address for correspondence at Aspen Group, 300, Jalan Macalister, 10450 Georgetown Penang. “Owner(s) and/or Tenant(s)” when used together herein shall mean to include his Invitees or other occupiers occupying the said Parcel and their employees, agents, servants and contractors.
- m. “Appropriate Authorities” mean in relation to any matter or issue, the government, semi-government, quasi-government, statutory or public authority, agency, body, department or organisation (and includes a ministry or minister or other public official or statutory person) which has the jurisdiction over, or the right, power and authority, to control, administer, determine or otherwise decide on such matter or issue.
- n. “Strata Management Act 2013” includes the Strata Management (Maintenance and Management) Regulations 2015 and any enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.

3. Duty of Owner(s) and/or Tenant(s)

3.1. Notification and Owner's Agent

- a. The Owner(s) and/or Tenant(s) shall ensure that all particulars such as mailing address, contact number, email and all other information the Management may require from time to time are kept up to date and that the Management is kept informed of any changes.
- b. The Owner(s) shall notify the Management forthwith of any change in the ownership of the said Parcel or any other dealing with the said Parcel for entry in the records of the Management and/or the strata register/roll maintained by the Management for this purpose.
- c. The Owner(s) must notify the Management when the Parcel is tenanted. The Owner(s) shall furnish the Management with complete details of the tenancy and ensure that the Tenant(s) submit the "Unit Occupier Particulars" to the Management.
- d. Any Owner(s) who wishes to appoint an agent to represent his interest shall provide complete details to the Management as to the name, company, address and the contact number.

3.2. Compliance

- 3.2.1. For the purpose of determining whether there has been any breach of any rules and regulations by the Owner(s), the acts and omissions of the Owner's Tenant(s) or Invitee(s) shall be deemed to be the acts and omissions respectively of the Owner(s). Accordingly, the rules and regulations in this Handbook are to be strictly complied with and observed not only by the Owner(s) but also by his Tenant(s) and Invitee(s).
- 3.2.2. In the event the Owner(s) sells, assigns, transfers or parts with the ownership of the said Parcel with the consent of the Management or the Owner(s) leases, rents or parts with the possession of the said Parcel, the Owner(s) shall bring to the notice of such New Owner(s), assignee, transferee, lessee, tenant or other person obtaining from him the ownership or possession of the said Parcel the rules and regulations of this Handbook and the Owner(s) shall obtain from such New Owner(s), assignee, transferee, lessee, tenant or other person obtaining from him the ownership or possession of the said Parcel a written undertaking in favour of the Management

with the irrevocable undertaking to observe and comply with all the rules and regulations of this Handbook. In the event the Owner(s) shall fail to obtain such a written undertaking, the Owner(s) shall continue to be bound by the rules and regulations notwithstanding the sale, transfer, assignment, lease, rental or parting of ownership or possession of the said Parcel and the Owner(s) shall remain liable to the Management in respect of any breach herein notwithstanding that such breach is by the New Owner(s), assignee, transferee, lessee, tenant or other person.

3.3. Payment of Outgoing Charges

Owner(s) must ensure that the following payments are made promptly to the Management:-

3.3.1. Service Charges

Service charges are payable monthly in advance to the Management within fourteen (14) days from the date of such notice/statement/invoice failing which an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment and shall be deemed a debt due from the Owner(s) to the Management and they are used to pay for services and expenses as permitted in the Strata Management Act 2013 as per the following services and expenses but not limited to the following:-

- a. Maintaining the Common Property in good condition;
- b. Cleaning of Common Property;
- c. Payment for premiums for insurance under the Strata Management Act;
- d. Complying with any notice by the local authority;
- e. Minor painting works;
- f. Carrying out inspection, maintenance and repair of main water tanks;
- g. Paying fees for auditing of accounts and any other fees for appointment of consultants;
- h. Security services within VERVEA;
- i. Pest control of Common Property;
- j. Electricity and water bills for Common Property;
- k. Paying of Insurance Premium;
- l. Consumables such as light bulbs or replacement parts and items at the Common Property;
- m. Other repair and maintenance of the Common Property;
- n. Maintaining the facilities and amenities in Central Island Park;

- o. Managing Waste Management/Disposal System;
- p. Management office expenses; and
- q. Contingencies that are deemed necessary for the upkeep, safety and security of VERVEA.

3.3.2. Sinking Fund

The Owner(s) is obliged to contribute a monthly sum equivalent to ten per cent (10%) of the Service Charges toward the Sinking Fund and the amount shall be paid within fourteen (14) days from the date of such notice/statement/invoice failing which shall be deemed a debt due from the Owner(s) to the Management an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment. The Sinking Fund shall be utilized in relation to any part of the Common Property for the enjoyment of the Owner(s) and/or Tenant(s) for the purposes of:-

- a. Improvement and upgrading work such as painting and repainting;
- b. Acquisition of suitable assets and equipments;
- c. Repair, renewal or replacement of fixtures, fittings, amenities, plant, machinery, equipment, apparatus, facilities comprised any of the pipes, sewers, ducts, wires, cables and drains of the Common Property;
- d. Upgrading and refurbishment of the Common Property; and
- e. Other capital expenditure as the Management deems necessary.

3.3.3. Insurance Premium

- a. When it is appropriate to do so, the Management shall for and on behalf of the Owner(s) insure and keep insured the said Parcel or such part thereof which cannot be separately insured by the Owner(s) and all other Buildings or structures and may include such fixtures, fittings, facilities, amenities, plant, equipment, machinery, apparatus or other installations whatsoever forming part of or comprising in the Common Property, the direct infrastructure, the common infrastructure, and such other common systems and facilities against loss or damage by fire and other insurable risks as the Management shall deem fit.
- b. The Management shall not be liable for any insufficiency or inadequacy of the insured sum under any insurance policy taken out by the Management.
- c. The Owner(s) or his Tenant(s) be solely responsible to take out relevant insurance in relation to the other of his Parcel, chattels, goods or belongings.

3.3.4. Payment of Charges Due to the Management

Owner(s) shall pay the service charge, sinking fund and any other charges stated in the invoice to the Management on or before the due date. Failing which it shall be deemed a debt due from the Owner(s) to the Management and late payment interest calculated on a daily rate of 10% per annum shall be imposed for payments received after the lapse of 14 days from the date of the invoice. Appropriate action shall be taken against defaulters in accordance with the law, in particular, the Strata Management Act 2013.

Such actions as permitted in accordance to the Strata Management Act and its bylaws against defaulters are as follows:-

- a. A defaulters' list showing the amounts owed can be displayed on notice boards.
- b. Use of common facilities/services, including car park bays, can be suspended.
- c. The Management can demand payment of arrears by issuing the prescribed regulation Form 11 (used by developers and joint management bodies) or Form 20 (used by management corporations).
- d. A defaulter who fails to comply with such a notice of demand commits a criminal offence, and upon conviction, without reasonable excuse, can be fined up to RM5,000 or jailed for not more than three years, or both.
- e. The defaulter can be further fined up to RM50 for every day the offence continues after conviction.
- f. If the debt due is not settled within the stated 14-day period in the notice of demand, the Management can file a claim in the Strata Management Tribunal to recover the sum. Failure to comply with an award made by the tribunal is a criminal offence and, upon conviction, the defaulter can be fined up to RM250,000 or jailed for not more than three years, or both. The defaulter can also be further fined up to RM5,000 for every day the offence continues after conviction.

4. Occupancy

4.1. General

The Owner(s) shall himself and shall ensure that his Tenant(s), Invitee(s) and the subsequent purchaser(s) or transferee(s) or assignee(s) and his/their permitted assigns and successors-in-title shall:-

- a. use the said Parcel solely for business or commercial purpose as shall be permitted, licensed or approved by the Appropriate Authorities provided always that such user shall not contravene the provisions herein stated;
- b. comply in all respects with all provisions of any Acts of Parliament, Ordinances, all regulations made thereunder and any other obligations imposed by laws, by-laws, rules, regulations or any directives with regard to the use of the said Parcel and the carrying on of the trade or business in or on the said Parcel including holding valid permit, license and approval at all times during the course of doing the trade or business in or on the said Parcel;
- c. notwithstanding the permission, license or approval having been granted by the Appropriate Authorities, obtain the prior written consent of the Management in respect of the type of business he or his Tenant(s) wishes to operate in the said Parcel before he could proceed with the operation of the business thereon;
- d. not convert the said Parcel in such a manner so as to accommodate more than it was originally designed or approved for or to overcrowd the said Parcel in contravention of the by-laws of the relevant authorities;
- e. not use the said Parcel, the Common Property and/or any part of VERVEA for storage or permit to be stored or brought upon thereof any arms, ammunition or unlawful goods, gun powder, kerosene or any explosive or combustible substance or highly inflammable or toxic substances or any material that will endanger or put to great risks the lives of others and any properties within VERVEA;
- f. not use or suffer or permit the said Parcel or any part thereof to be used as a hostel or quarter or as a place for habitation by his workers, employees, servants, workmen, contractors or by any person whomsoever;
- g. ensure that the ground floor of the said Parcel is enclosed and air-conditioned for Parcels located at the High Street;
- h. observe strictly any restrictions of use of the said Parcel as stated herein or will be imposed by the Management from time to time at its absolute discretion;

- i. perform, observe and comply with all relevant laws, by-laws, rules and regulations which are now in force or which may hereafter be enacted in respect of the use and enjoyment of the said Parcel, the Common Property and/or any part VERVEA and notwithstanding the foregoing provision, shall remain personally liable to the Management for any damage, loss, death and/or injury caused by any non-compliance; and
- j. The Management reserves the right to take any action that it deems appropriate to abate or stop any nuisance (including the right to call the police or to seek legal recourse) caused by the Owner(s), the Tenant(s) and its Invitee(s), and the Owner(s) or his Tenant(s) shall indemnify the Management for all costs, expenses, damages and liabilities that may be incurred by the Management as a result thereof.

4.2. Use of Parcel

- 4.2.1. The Owner(s) shall not use the said Parcel, the Common Property or any part thereof for the carrying out of any of the following business or activities, nor shall the Owner(s) let out the said Parcel to any Tenant(s) conducting any of the following business or activities, unless otherwise agreed in writing by the Management:-
 - a. funeral parlour or any related or similar business or activities including without limitation the marketing of plots of land for burial of the dead;
 - b. any businesses or trades in connection with the supply of items or services for funerals and other funeral related occasions;
 - c. any businesses or trades in connection with or related to the supernatural and/or the occult;
 - d. any businesses or trades in connection with or related to budget hotels or any commercial establishment offering health and beauty treatment through such means as steam baths, exercise equipment or massage including any reflexology centre or beauty parlour or any internet café save and except if the said Parcel is located on the Business Street and provided that the prior written consent of the Management shall have been obtained;
 - e. the setting up of places of worship and prayer in respect of any cult, religion or beliefs including the carrying out on any funeral rites;
 - f. as workshops for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles save and except if the said Parcel is an intermediate corner unit located at the Business Street and provided that the prior written consent of the Management shall have been obtained;

- g. as showroom for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles save and except if the said Parcel is an intermediate corner unit located at the Main Street or the High Street and provided that the prior written consent of the Management shall have first been obtained;
- h. any businesses or trades which require frequent vehicles access for purpose of loading or unloading the goods or products or merchandises save and except if the said Parcel is an intermediate corner unit located at the Main Street or the High Street or Business Street and provided that the prior written consent of the Management shall have first been obtained;
- i. any activities which emit, accumulate or disseminate or may emit accumulate or disseminate any unpleasant odour, fumes or dirt or cause nuisance to the other Owner(s), their Invitee(s), general public and the neighbouring occupiers;
- k. any unlicensed businesses or trades for public entertainment and amusement which involve gaming in or of any form;
- l. any immoral, improper, offensive or unlawful businesses or trades including without limitation the operation of brothels;
- m. as a place for public or private auction, garage sales or open air functions without the prior written consent of the Management and if applicable, the valid permit, license or approval from the Appropriate Authority;
- n. any religious or political activities without the prior written consent of the Management and if applicable, the valid permit, license or approval from the Appropriate Authority;
- o. unlicensed video games or other types of recreational activities (including but not limited to pinball and/or billiard and/or snooker parlours);
- p. unlicensed massage parlour or any related activities;
- q. any forms of social escort agency or related activities;
- r. any activities which involve illegal businesses in any form; or
- s. any other businesses or activities which in the opinion of the Management do not benefit businesses or activities generally operated or conducted in shop lots or shop offices of similar reputation or standard or any businesses or activities which are injurious to the reputation of the Management of VERVEA.

4.2.2. For Parcels to be used as a food and beverage outlet, the Owner(s) or his Tenant(s) shall:-

- a. cause its operator to install a grease trap for filtering spent oil strictly in compliance with the requirements of the Appropriate Authorities;

- b. ensure no cooking or washing is done in the corridors, the service lanes or in any common or open area;
- c. ensure that proper ducting system is installed for the cooking and the blower must be facing the service lane;
- d. ensure that all organic waste (food, plant, animal or other organic materials) must be secured in non-porous Polythene bags before being placed in the refuse bins;
- e. ensure that all organic waste are disposed off twice a day. Once upon the allocated collection time and the other at night upon closing of the said food and beverage outlet;
- f. ensure that self-disposal of the organic waste by the Tenant is carried off in a closed vehicle and that there are no leakages and/or droppings of any organic waste during the disposal and transport of the same; and
- g. The Management reserves the right to charge a fine for improper disposal of organic waste as stated in item 12.5.
- h. Owner(s) and/or Tenant(s) who wish to install any outdoor gas cylinder (LPG) is required to have an approval from the Fire and Rescue Department of Malaysia (Bomba) and installation of an additional sprinkler in the kitchen. A copy of the approval from the relevant authorities must be furnished to the Management. The location of the outdoor gas cylinder (LPG) is to abide by the “LPG Guideline” in Annexure G annexed hereto.

4.3. Accessory Parcel & Corridors

- 4.3.1. In order to preserve the aesthetic standard and character of the said Parcel, the Common Property and/or VERVEA as a whole, the Owner(s) hereby unequivocally, unconditionally and irrevocably agrees that the type and manner of use of the Accessory Parcel and/or the corridors (which includes the passages, corridors, roads, driveways, walkways, footpaths and/or any other open areas whether forming part of the said Parcel or otherwise) shall notwithstanding anything to the contrary as stated herein or in any laws by-laws rules or regulations or otherwise, be subject to the prior approval of the Management and the Management may in granting the approval impose such conditions as it deems fit of which the Owner(s) undertakes to observe and comply including without limitation the following:-
 - a. he and/or his Tenant(s) shall, in respect of the Accessory Parcel attached to the said Parcel (but exclude the corridors) use the same as seating area only;

- b. he shall not himself or allow his Tenant(s) to carry out any repair work in the area designated as Accessory Parcel or corridors except for minor repair works which do not create or cause any nuisance or inconvenience to others;
- c. he shall not himself or allow his Tenant(s) or Invitee(s) to affix any containers, machines, equipment, object or thing which may cause obstruction to the Accessory Parcel and/or corridors or which may cause nuisance to others;
- d. he shall not himself or allow his Tenant(s) at any time carry out the construction of any improvements or extensions or erect or permit to be erected on Accessory Parcel and/or corridors any temporary or permanent structure or any display or merchandise for sale or any item or thing which in the opinion of the Management will affect the aesthetic standard of the said Parcel or the Common Property or which may affect the image of VERVEA;
- e. he shall not himself or allow his Tenant(s) leave or park or permit to be left or parked any motorcar or motorcycle or bicycles or any other types of vehicles either belonging to or used by him or his Tenant(s) or Invitee(s) in or within the Accessory Parcel or the corridors;
- f. he shall not himself or allow his Tenant(s) barricade or affix any grilles or erect any structures whatsoever in or about or around the Accessory Parcel or the corridors;
- g. he and/or his Tenant(s) shall not use, occupy and/or conduct any business or activity on the corridors or on any area designated as “open terrace” or not belonging to the said Parcel without the prior written approval of the Management and if applicable, the valid permit, license or approval from the Appropriate Authority; and
- h. he and/or his Tenant(s) shall at all times observe and perform and/or be abide by all Rules and Regulations governing the use or otherwise of the Accessory Parcel and/or the corridors as may be set forth by the Management at any time or from time to time or as may be stipulated by any Appropriate Authorities.

4.4. Nuisance

4.4.1. General

The Owner(s) either by himself or through his Tenant(s) and their Invitee(s) occupying the said Parcel and their employees, agents, servants and contractors, shall use and enjoy the said Parcel, the Common Property, the direct infrastructure, the common infrastructure, the Central Island Park and/or the Waste Management/Disposal

System and such other common systems and facilities in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by others.

The Owner(s) either by himself or through his Tenant(s) and their Invitee(s) occupying the said Parcel and their employees, agents, servants and contractors, shall not allow any nuisance in the Parcel (including but not limited to the car parking bay(s) or commit any nuisance in the Common Property nor shall he engage in anything which is a source of annoyance to other Owner(s) or Tenant(s) or which interferes with the peaceful enjoyment of the Other Parcels and the Common Property by the other Owner(s), Tenant(s) and their Invitee(s), such as:-

- a. throw or allow to fall, or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette or cigarette butts or other substance whatsoever out of any window or door or down any staircase from any part of the said Parcel nor allow any rubbish or anything else to accumulate on the balcony or terrace or yard which may fall there from;
- b. allow or cause to allow any garments, rugs, mops or objects to be dusted, shaken or cleaned from windows, service area, lobby, yards, stairways, corridors, fire escape areas or the Common Property; and
- c. allow or cause to allowed the said Parcel to be in a state of disarray and unhygienic. The Owner(s) or his Tenant(s) shall keep clean and hygienic the said Parcel and take all practicable measures to prevent any infestation by any insects, pests or vermin.

4.4.2. Noise

Excessive noise is not permitted and Owner(s) and/or Tenant(s) must not allow or cause to allow such excessive noises:-

- a. Honking unnecessarily within VERVEA;
- b. Installation or use of equipment or apparatus within the Parcel which may cause excessive noise or vibration which can be felt or heard outside the Parcel;
- c. Indoor games which cause excessive noise. The Owner(s) and/or Tenant(s) shall only confine the games within the Parcel; and
- d. Any musical instruments including but not limited to radios, hi-fidelity equipment, television, musical instruments and other like equipment to be played at such volume that would cause disturbance or nuisance to other Owner(s), Tenant(s), their Invitee(s) or the Management at all times.

4.4.3. Plants

The Owner(s) and/or Tenant(s) shall not, either by himself or through his Invitee(s) or other occupiers in the said Parcel place flower pots or other things whatsoever outside the service area, stairways, the metal railings or the exterior of the said Parcel or in any way create a potential danger if these pots and things were to fall or in any way create a danger to the safety of the public and other Owner(s) or Tenant(s) and their Invitee(s) or cause obstruction to common passageway or bodily harm to person(s) or damage to the Parcel.

All potted plants shall be placed in containers so as to prevent dripping of water or soil onto the service area, lobby, yards, stairways, corridors, fire escape areas or Common Property and all potted plants or plants grown in flower boxes and visible from the exterior of the Buildings shall be maintained in a clean and healthy condition.

Owner(s) or Tenant(s) must ensure that any water contained in the pots and/or containers are free from mosquitoes and other harmful insects.

4.4.4. Keeping of Pets and Animals or Use as a Pet Shop

- a. We advice that if possible, the Owner(s) and/or Tenant(s) shall not, either by himself or through his Invitee(s) or other occupiers in the said Parcel keep and/or bring upon the said Parcel, Common Property any part of VERVEA any insects, reptiles, livestock, poultry, household pets and/or other animals whatsoever which may create or cause nuisance to other occupants VERVEA
- b. Animals which are small enough to breed in inaccessible spaces or pipes within VERVEA are strictly prohibited inside the Parcel, Common Property or any part of the Buildings;
- c. In order to operate rent or lease to a Pet Shop, Pet Spa, Pet Salon, Pet's Café, Pet's Clinic or Pet's Hotel/Sitter, the Owner(s) are first required to obtain written consent from Management before proceeding to accept any forms of payment from Tenant(s) or execute any formal agreement.

4.4.5. Hanging of Clothes

Owner(s) and/or Tenant(s) are not permitted to hang clothes or other clothing apparel or laundry or anything whatsoever for airing or drying or other purpose whatsoever on any part of the said Parcel where in the sole and absolute opinion of the Management such clothes, clothing apparel or other things may be visible from the exterior of the

said Parcel, or which may otherwise detract from the aesthetic beauty of the said Parcel and/or the aesthetic value or beauty or ambience of the Common Property and the Buildings.

The Management reserves the right to remove and confiscate any personal items placed at any Common Property without prior notice.

4.4.6. Placement of Notices, etc.

Owner(s) and/or Tenant(s) are not permitted to place any signboards, signages, advertisements, notices or posters on windows, stairs, corridors, doors passages or any part of VERVEA without prior approval of the Management.

Any signboards, signages, advertisements, notices or posters to be placed within their own Parcel shall be in accordance to the Item 4.9 and Annexure B – SIGNAGE & AD PANEL GUIDELINE.

4.4.7. Be Civic Conscious

Owner(s) and/or Tenant(s), their guests, Invitee(s), employees, agents, servants and contractors must obey all signages such as “No Smoking”, “Do Not Litter”, “No Parking” and others.

VERVEA is a smoke free commercial precinct as such all Owner(s) and/or Tenant(s), their guests, Invitee(s), employees, agents, servants and contractors shall be civic conscious, and abstain from smoking in Vervea saved for approved designated smoking zone (if any).

Owner(s) and/or Tenant(s), their guests, Invitee(s), employees, agents, servants and contractors caught smoking in the common area around the Parcel will be reprimanded and given a warning notice. In the event the same individual is found repeating the offense, the Management will take necessary action against the said individual.

Owner(s) and/or Tenant(s), their guests, Invitee(s), employees, agents, servants and contractors must not damage or deface or permit any damage or deface to any part of the Common Property or VERVEA.

4.5. Fire Risk

4.5.1. Storage of Noxious, Dangerous and Hazardous Goods

The Owner(s) and/or Tenant(s) either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors are not permitted to bring, store or permit to be stored in the Parcel or any part of the Buildings any combustible, inflammable, explosive or dangerous substances or any substance or matter or materials which may give rise to smoke, fumes or obnoxious smell on the said Parcel or any part of the Buildings, that may contradict any local ordinance, statute, regulations or by-laws or in respect of which an increased rate of insurance is required.

The Owner(s) and/or Tenant(s) shall not use the said Parcel, the Common Property and/or any part of VERVEA for storage or permit to be stored or brought upon thereof any arms, ammunition or unlawful goods, gunpowder, kerosene or any explosive or combustible substance or any material that will endanger within VERVEA.

Highly combustible materials and substances shall be properly packed and labeled for disposal by a professional carrier approved by the Management at the own cost of the Owner(s) and/or Tenant(s).

4.5.2. Burning

The Owner(s) and/or Tenant(s) shall not conduct any form of burning of whatsoever nature in, on and/or about the said Parcel, service area, lobby, yards, stairways, corridors, fire escape areas or Common Property, save and except with the prior written approval from the Management and the Management holds full discretion to withhold approval.

4.5.3. Precautions

The Owner(s) and/or Tenant(s) must take all necessary precautions to prevent any outbreak of fire. Aerosol products such as lighter fuels and hair spray must be kept away from any heat source or strong sunlight.

Stove, fire or heating appliance that may cause a fire to the Parcel due to overheating of the stove or heating appliance shall not be left unattended.

4.5.4. Avoidance of Insurance Policy

The Owner(s) and/or Tenant(s) either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors are not allowed to permit or suffer to be done anything whereby the policy or policies of insurance on the Parcel or the VERVEA against the damage by fire may become void or voidable or cause the insurance premium to be increased.

Owner(s) and/or Tenant(s) are required to report immediately to the Management of any incidents which might affect the fire insurance policy of the Buildings.

4.5.5. Fire Fighting and Installation or Equipment

Owner(s) and/or Tenant(s) shall not remove or tamper with any fire fighting installation and equipment installed in the Common Property.

Each Parcel is provided with fire extinguishers upon delivery of vacant possession. The Owner(s) or his Tenant(s) shall ensure that the Parcel shall always have a valid and working fire extinguisher in the Parcel.

The maintenance and care of the fire extinguishers shall be the responsibility of of the Owner(s). Thereafter, the Owner(s) are to ensure that a valid good condition fire extinguisher which is in compliance to the Fire & Rescue Department is always kept within the Parcel.

The Management reserves the right to take any action that it deems appropriate against any Owner(s) whose Parcel does not have a valid and working fire extinguisher (including the right to call the fire department or to seek legal recourse) and the Owner(s) shall indemnify the Management for all costs, expenses, damages and liabilities that may be incurred by the Management as a result thereof.

4.6. Maintenance and Upkeep

4.6.1. Maintenance and Upkeep of the Parcel

- a. The Owner(s) acknowledges and agrees that the wall separating the said Parcel from the adjoining parcel and/or Buildings shall be deemed to be a party wall or the party walls (as the case maybe) and shall be maintained and kept in repair at the joint cost and expense of the Owner(s).

- b. Owner(s) and/or Tenant(s) must keep clean all glass windows and doors at the boundary of the Parcel and must not use the Parcel in any manner which will cause accumulation of dirt, rubbish or debris of any kind inside or outside of the Parcel and/or any part of the Common Property nor permit any waste, rubbish, material, article or object of whatever nature to be thrown, fall out or emptied by any person out of windows, doors, stairs or corridors or any passageways of the said Parcel and/or any part of the Common Property.
- c. All maintenance, repairs and replacements in or to the Parcel whether structural or otherwise including but not limited the maintenance, repair or replacement of screen, windows, the exterior side of the door and plumbing and air-conditioning fixtures and equipment, if any within the Parcel shall be performed by the Owner(s) or his Tenant(s) at its own cost and expense. Provided always that any repairs or replacement involving the façade conforms to the specifications as set out in FACADE GUIDELINE annexed hereto as ANNEXURE C.
- d. Owner(s) and/or Tenant(s) shall promptly and efficiently and at its own cost and expense carry out any works ordered by the Management or the Appropriate Authority to be carried out to the said Parcel failing which all costs related to the remedy will be charged to the Owner and/or Tenant(s) if the Management proceeds to carry out the works upon the failure of the Owner(s) and/ or Tenant(s) in doing so.
- e. Owner(s) and/or Tenant(s) shall not do or allow anything to be done which might result in clogging or damage to the sewage and drainage pipes and or any utilities services serving the said Parcel and/or VERVEA and shall take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers or waste/refuse lines which belong to or used for/by the said Parcel in common with other adjoining properties will not be corrosive or in any way harmful to the said drains or sewers or waste/refuse lines or which may cause any obstruction or deposit therein. The Management reserves its right to carry out the rectification works and bill the Owner(s) and/or the Tenant(s) in the event of urgency or upon failure of the Owner(s) and/or the Tenant(s) in complying to the given notice within seven (7) days.
- f. Owner(s) and/or Tenant(s) shall not allow, do or keep in the said Parcel any article or thing which may overload or impair the floors, walls or roofs thereof or cause an increase in insurance premium rates or the cancellation, invalidation or non-renewal of existing insurance policies.

- g. Owner(s) and/or Tenant(s) shall not use the water closets, conveniences and other water apparatus including waste pipes and drains and other like conveniences for any purpose other than those for which they were constructed and no rubbish, dirt or other unsuitable substance or refuse shall be deposited or thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere in the Common Property and/or any part of VERVEA or do or allow anything to be done which might result in the clogging of the sewerage, drainage or waste/refuse pipes or lines serving the said Parcel and/or any part of the Common Property or VERVEA and the Owner(s) and/or Tenant(s) shall not do or omit or allow or suffer to be done any act or thing whereby the water of any water closets and other apparatus, waste pipes, drains and other like conveniences may be polluted or the composition thereof changed so as to render the Management liable to any action or proceedings by any person whomsoever.
- h. Owner(s) and/or Tenant(s) shall not do or allow to be done any act, matter or thing which may result in the clogging of or any damage to the sewers or drains in, on, under or about of forming part or serving the said Parcel in which event the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage or blockage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand failing which it shall be deemed a debt due from the Owner(s) to the Management and an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment.
- i. Owner(s) and/or Tenant(s) are required to remove any materials trapped in the floor traps of the wash areas so that water pounding and leakage can be prevented.
- j. Owner(s) and/or Tenant(s) shall not at any time cause the said Parcel to be flooded or allow water to overflow from the said Parcel, stairs, terrace or yard onto the stairways, corridors, doors, lifts or other properties in the Common Property and/or VERVEA.

4.6.2. Individual Parcel Elevator/Lift

- a. Owner(s) are required to maintain and service the lift within the Parcel in accordance to the specified time and ensure that maintenance activities are done according to equipment specific maintenance plan in order to be entitled to the manufacturer warranty for the lift. Pre-define maintenance modules include the maintenance actions for each main component of the equipment.

- b. The Branch Office for the lift manufacturer is:-
ANTAH SCHINDLER SDN BHD (3837-H)
No. 156, Kampong Jawa Baru,
Off Jalan Dato Keramat,
10150 Penang
Tel: 04-2285177
Fax: 04-2297398
- c. The Manufacturer shall provide twenty four (24) months maintenance effective from the date of the Certificate of Completion and Compliance (CCC). We advice that the Owner(s) should energise the lift in order for full maintenance by the Manufacturer. Without electricity and without an energised lift, the Manufacturer can only conduct a cosmetic maintenance.
- d. The Manufacturer shall provide a certificate from Jabatan Keselamatan dan Kesihatan Pekerjaan (JKKP) which the Owner(s) are required to display inside the lift.
- e. The Manufacturer shall provide a Permit Mesin Angkat (PMA) Certificate which the Manufacturer shall display inside the lift. Renewal of the Certificate from JKKP is fifteen (15) months from the date of issuance and the Manufacturer shall assist to notify the Owner(s) on the renewal and with the application.
- f. Owner(s) are required to provide proof of maintenance in order to claim for any defects within the manufacture warranty period. Upon conducting the maintenance of the lift, the Manufacturer shall provide a service slip whereby the Owner(s) are required to acknowledge. If the Owner(s) are not available, the Owners may execute a Letter of Authorisation, authorising the Management to acknowledge on their behalf.
- g. A soft copy of the Operation Manual of the Lift can be found on <http://vervea.com.my/> and the hard copy is placed with the Manangement Office and the Owner(s) shall abide by the Operation Manual. The Warranty shall be void if it is due to overloading and vandalism.
- h. It is hereby expressly agreed that the Developer shall not be liable or responsible in any manner whatsoever in respect of any defects to the lift within the Parcel as the lifts comes with a manufacturer warranty and it is the responsibility of the Owner(s) to maintain the lift as aforesaid.

4.6.3. Disposal Of Waste

Vervea refuse will be disposed at the spiral waste bin next to the Central Waste Handling Facility (CWHF) which is part of an automated waste collection system (AWCS).

- a. Owner(s) and/or Tenants disposing of Medical Waste (syringe, needle, bandage, or any material that is potentially hazardous and infectious) shall arrange for the medical waste to be disposed of separately, to avoid any health hazard or danger to the patrons and occupants of Vervea.
- b. Owner(s) and/or Tenant(s) shall not throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere in VERVEA save and except in the proper bin or other container or through the refuse bins provided at the designated refuse chamber or in any area or location designated by the Management or the Appropriate Authorities.
- c. All rubbish, dirt or other refuse must be properly secured in the manner in accordance with the guidelines or requirements set forth from time to time by the Management or the relevant operator before such disposal or discharge.
- d. Refuse must be secured in non-porous Polythene bags before being placed in the refuse bins. Combustible substances such as paint and petroleum products shall not be placed in the refuse bins.
- e. The refuse chamber/area is limited to ordinary refuse. Owner(s)/Tenant(s) must make own arrangement to dispose of heavy or bulky objects such as packing cases, packing materials, cartons, discarded pieces of furniture items at their own cost.
- f. All Owner(s) and/or Tenant(s) shall adhere to the collection time set by the Management to dispose of their refuse and waste. The Management shall provide a collection service of all refuse and waste save and except for items as stated in item 4.6.3(d.) daily at the allocated collection points and at a time to be allocated by the Management.
- g. All Owner(s) and/or Tenant(s) shall ensure that any self-disposal of the organic waste by the Tenant is carried off in a closed vehicle and that there are no leakages and/or droppings of any organic waste during the disposal and transport of the same.
- h. The Management reserves the right to charge a fine as stated in item 12.5 for improper disposal of organic waste or failure to follow any of the rules and regulation stated in item 4.6.3.

- i. It is compulsory for all Owner(s) to purchase three (3) 120L recycle bins and one (1) 240L general waste bin for every Parcel to promote a better environment. All Owner(s)/Tenant(s) are required to ensure that the refuse & recycle bins are used for its specified purpose and placed at the allocated location, failing which a fine shall be imposed in accordance to item 12.5. Owner(s) and/or Tenant(s) may view the samples placed at the Management Office.

4.6.4. Maintenance and Upkeep of the Common Property by the Management

The Management will keep Common Property and Common Facilities in a good state of repair and maintenance.

All damage to the Common Property and Common Facilities by Owner(s) or his Tenant(s) or his invitees, servants or agents shall be made good by the Owner or Tenant to the satisfaction of the Management failing which the Management shall be entitled to make good such damage and all costs and expenses incurred and/or incidental thereto shall be borne and paid by the Owner(s) within fourteen (14) days of a written demand from the Developer failing which it shall be deemed a debt due from the Owner(s) to the Management and an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment.

4.6.5. Access by the Management to Carry Out Repairs

Owner(s) and/or Tenant(s) shall permit the Management or its agents or workmen at all reasonable times to enter into the Parcel to carry out repairs to areas not conveniently accessible otherwise from or through the Parcel.

Owner(s) and/or Tenant(s) shall permit the Management or its agents or workmen at all reasonable times to enter into the Parcel to lay, fix in and lead through the Parcel, all such wires and cables for electricity and pipes for water and sewerage or repair, remove or replace such wires, cables or pipes for the general purposes of the Buildings as the Management may deem necessary from time to time.

The Management shall provide reasonable notice to the Owner(s) and/or Tenant(s) save and except for emergency whereby the repair needs to be carried out on an urgent basis.

4.7. Air-Conditioner and Compressors

In respect of the installation of air-conditioner compressors:-

- a. the Owner(s) and/or Tenant(s) shall place and install in a manner approved by the Management at the service area or such other area as shall be designated by the Management at its absolute discretion and such areas if so designated shall be used solely for its purpose and the Owner(s) and/or Tenant(s) shall ensure that the pipes are concealed or finished as required by the Management. A plan of the air-conditioner layout and designated area is annexed hereto as Annexure D. The Management reserves the right to impose any costs or further conditions in respect thereof as it deems fit.
- b. Owner(s) and/or Tenant(s) shall at his own cost and expense be responsible for the cleanliness, maintenance and upkeep of the designated area (if any) and shall not hold the Management responsible for any damage or loss to the air-conditioner compressor.
- c. The Owner(s) or his Tenant(s) undertakes that the designated area (if any) shall only be used to place and install air-conditioner compressors and shall not cover or seal off the same for any other purpose in default of which the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand failing which an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment.

4.8. Exterior and Façade

- 4.8.1. Owner(s) and/or Tenant(s) shall not cause or permit to be caused on, within and/or around the exterior and/or interior of any stairs, corridor or yard appurtenant to the said Parcel any or all of the following:-
 - a. to be enclosed whether partially, fully and/or completely and whether permanently, semi permanently or otherwise;
 - b. to be covered by any awning, canopy, erection or such other structure whether permanent, semi-permanent, movable or otherwise or by whatever name called, especially Parcels located at High Street;

- c. to be increased in size, depth, altered in configuration, renovations, improvements and/or changes;
 - d. to be put, stored, laid, deposited, erected, placed, constructed and/or positioned any erection, structure, and/or monument, irrespective of size and whether permanent, semi-permanent, movable or otherwise; and
 - e. to be put, stored, laid, deposited, planted, placed and/or positioned any vegetation save and except with the prior written consent from the Management.
- 4.8.2. Parcels located on High Street are not permitted to enclose the accessory parcel.
- 4.8.3. Owner(s) and/or Tenant(s) shall not leave or store any unsightly items which can be viewed or seen from outside the said Parcel i.e. from the windows, walls, or roofs of any Parcels, which are strictly prohibited.
- 4.8.4. Owner(s) and/or Tenant(s) shall not cause or permit to be caused any painting, or other decoration of any nature to the exterior of the said Parcel.
- 4.8.5. Owner(s) and/or Tenant(s) shall not cause or permit to be caused the installation of electrical wiring, television antenna, satellite dish, ASTRO Dish, machines or other transmitting or receiving devices/apparatus to the exterior of the said Parcel without obtaining a written approval from the Management.
- 4.8.6. Owner(s) and/or Tenant(s) shall not affix or attach to the exterior part of the said Parcel or any part thereof, any machinery or mechanical or electrical apparatus including but not limited to radio or television aerials, satellite dishes, air conditioner units, air conditioner compressor, exhaust fans, floodlights or lighting of whatsoever description and/or any structures, fixtures or artifacts of any kind relating to or for religious or cultural purpose or with religious or cultural intonation whatsoever (the interpretation of which is at the absolute discretion of the Management) without the prior written consent of the Management and if applicable, the valid permit, license or approval from the Appropriate Authority.
- 4.8.7. Owner(s) and/or Tenant(s) shall not install, construct and/or affix any grilles to the doors and windows of the said Parcel which is not accordance to our guideline without the prior written approval of the Management, who shall impose such terms and conditions in its sole and absolute discretion as the Management shall deem fit and proper.

4.8.8. Owner(s) and/or Tenant(s) shall not affix, erect or attach or cause to be affixed, erected or attached upon any part of the exterior of the said Parcel or outside any windows thereof, any external blinds, shades, awnings, screens or grilles, and whatsoever which are visible from the outside or otherwise do anything to alter or affect any part of the external appearance of the said Parcel and VERVEA, save and except for the approved designs as provided for in the Facade Guideline as annexed hereto as ‘Annexure C’

4.8.9. The Owner(s) shall not alter or cause to be altered the exterior façade of the said Parcel and shall ensure and maintain the aesthetic value, beauty or ambience of the said Parcel in VERVEA and shall not do anything to change or adversely affect the uniformity and aesthetic integrity of the said Parcel, the Buildings and/or the Project or any part thereof and that no projections/protrusion shall be extended through any walls, doors or window openings of the said Parcel.

4.9. Signage & Advertisement

The Owner(s) and/or Tenant(s) shall ensure that any name-plates, signage, signboards, advertisements, posters, notices or placards if permitted by the Management to be installed or affixed or displayed on the said Parcel or the Common Property or any part thereof shall be:-

- a. installed in a proper and secured manner;
- b. installed or affixed or displayed with the permit, licence and approval of the Appropriate Authorities;
- c. of such size and made of such materials as shall be approved by the Management in accordance to the Signage Guideline annexed hereto as “Annexure B – Signage & Ad Panel Guideline”. The Annexures hereto shall be read and construed as an essential part of this Handbook subject always to the absolute right of the Management to amend accordingly, if required;
- d. of such size and made of such materials as shall be approved by the and/or the Appropriate Authorities;
- e. if required, properly insure against all such risks as shall be recommended by any reputable insurance company; and
- f. at all times compliance with the guidelines or requirements set forth by the Appropriate Authorities.

The Management reserves the right to impose any costs or further conditions in respect thereof as it deems fit. All costs related to the removal of such illegal erections will be charged to the Owner(s) and/or the Tenant(s) if they fail to remove the same within seven (7) days upon receipt of the notice or written request by the Management to do so.

For Owner(s) who would like to display 'FOR SALE' or 'FOR RENT' banners/signage, you are only allowed to display externally at the location and as per the design, size and material in accordance to the guideline annexed hereto as "Annexure E – Advertisement Guideline". Owners are allowed to select only one option, Option A – One Big Banner or Option B – Multiple Stickers at each level. Each level is only allowed one (1) advertisement under option B. For Owner(s) who appoint property agents, kindly ensure agents follow as per the guideline provided for property agents. Failure to abide by the Advertisement Guideline would permit the management to remove the advertisement upon issuance of a Notice to the Owner(s).

4.10. Conduct of Children

Owner(s) and/or Tenant(s) must not allow any child of whom the Owner(s) or his Tenant(s) has control, care of or custody over to play on or remain upon the walkways, stairways, car parks, roads, lifts and Common Property and/or the Central Island Park and in particular the vehicle parking area or any other area of possible danger, risk or hazard to children unless accompanied by an adult who has the valid right of control and who can exercise effective control over the child/children.

4.11. Other Restrictions

The Owner(s) or his Tenant(s), either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors:-

- a. shall ensure that any machinery, mechanical, scientific, electrical apparatus and/or any radio or television receiving sets, air conditioner compressor, exhaust fans, floodlights or lighting of whatsoever description if permitted by the Management to be installed or affixed to the said Parcel or any part thereof shall be properly installed or affixed by an approved or licensed contractors and will not cause any electrical interference to the others or to their properties;
- b. shall not leave and/or store any goods, chattel and/or vehicle which may cause danger, nuisance, inconvenience or obstruction to others and/or which may result

- in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Parcel, the Common Property and/or any part of VERVEA; and
- c. The Management reserves the right to charge all costs related to the removal of such illegal installation or removal of such goods, chattel and/or vehicle to the Owner(s) and/or the Tenant(s) if they fail to remove the same within seven (7) days upon receipt of the notice or written request by the Management to do so.

4.12. Water and Electricity

- a. Each Parcel shall be provided with sub meters for electric consumption used in accordance to individual floors connected to the main Tenaga Nasional Berhad (TNB) meter to be installed by the Owner(s)/Tenant(s) upon application to TNB.
- b. The Owner(s) shall be liable for and shall pay, within such time period as stipulated in the notice or statement or invoice, all the deposits for the installation of TNB meters, connecting points or turning on fees and/or any other related costs and the Owner(s) shall further be liable for all charges imposed on the supply or maintenance of all these services and/or systems from the date of the notice of delivery of vacant possession.
- c. The Owner(s) or through his Tenant(s) shall not for safety reasons, install and/or cause to install any electrical meter, electrical sockets or electrical power points and/or use any electrical equipment or appliance which may result in the increase in the voltage supply to the said Parcel without the prior written consent of the Management.
- d. The Owner(s) or through his Tenant(s) or their appointed Contactor(s) shall not use or utilize or allow to be used or utilized the tap or point or outlet for water supply or electricity supply at any part of the Common Property and/or any part of VERVEA save and except at such places as shall be authorized and/or designated by the Management for such use. Any Owner(s) or Tenant(s) or their appointed Contactor(s) found utilising any common property water or electricity supply shall be fined as per stated in clause 12.5.

4.13 Use of Management's Employee

No Owner(s) and/or Tenant(s) are allowed to use any employee of the Management for any business or private errands. The Management and maintenance staff are not authorised or allowed to accept delivery of packages, Parcels, etc or perform any kind of errands for any Owner(s) and/or Tenant(s), unless authorised by the services manager/supervisor.

5. Common Property and Areas

5.1. No Obstruction at Common Property

- a. The sidewalks, passages, lobbies, fire escape staircases, common corridors and any other ingress or egress of VERVEA must not be obstructed at any time, or used for any other purpose other than their designated use only.
- b. Owner(s) and/or Tenant(s) are not permitted to place, leave, store or caused to be placed any refuse, furniture or other such personal property or use any such Common Property as storage space.
- c. Owner(s) and/or Tenant(s) are not permitted to place or leave in any parts of the Common Property or outside of the said Parcel or any other Parcels any boxes or rubbish or otherwise encumber the same.
- d. To prevent obstruction via traffic interruption, Owner(s) and/or Tenant(s) are requested to comply with the traffic flow system at the egress and ingress points and strictly no obstruction is permitted on the service lanes.
- e. No vehicle shall be parked at the roadside which interfere with the right of ingress and egress to adjacent roadways or drive ways of other strata Parcels or other road users which shall cause an obstruction.
- f. The Management reserves the right to remove and/or dispose the items obstructing the Common Property and/or store the items with storage fees charged to the Owner(s)/Tenant(s).

5.2. Common Elevators

Lifts are provided for convenient access to floors within the Parcels. Owner(s) and/or Tenant(s) must obey the following rules:-

- a. Smoking in the lifts are strictly prohibited;
- b. Bicycles and any motorised form of transport, other than wheelchairs, are not to be placed in any lift;
- c. No person shall tamper with any of the control panels as it may prevent the proper function of the lift;
- d. In the event of power failure, fire or other emergencies, Owner(s) and/or Tenant(s) must not use the lifts but should use the stairways to vacate;

- e. Tenant(s) must inform the Owner(s) of shifting of heavy and bulky items using lifts at least 24 hours in advance so proper arrangements can be made to avoid inconvenience to others and must ensure that lift is not overloaded and the lift doors and walls are not scratched and damaged.

5.3. Furniture and Equipment in Common Property

All furniture, furnishings and equipment placed and/or installed in the Common Property have been provided for the safety, comfort and convenience of all Owner(s)/Tenant(s) and therefore shall not be damaged or removed or altered without the permission of the Management.

5.4. Common Garden and Landscaping

The landscaping features, flowers, plants and trees is aesthetically designed for the common enjoyment of all Owner(s)/Tenant(s) within VERVEA. The Owner(s) and/or Tenant(s) must not alter, damage or remove any part of the garden or landscape.

5.5. Liabilities for Damages to Common Property

Owner(s) and/or Tenant(s) shall be liable for all costs and expenses incurred by the Management to repair, replace, restore and/or make good any damage, destruction, impairment done or caused by the said Owner(s) and/or Tenant(s) or their respective guests to any Common Property.

6. Security and Safety

6.1. Securing Your Parcel

Owner(s) and/or Tenant(s) are responsible to ensure that doors and windows to their Parcel are properly locked and secured.

6.2. Insurance Coverage

Owner(s) and/or Tenant(s) must be solely responsible to take out relevant insurance in relation to the said Parcel and/or other of his Parcel, chattels, goods or belongings.

7. Common Facilities

The Management will take every precaution to ensure that the facilities and services are properly maintained, all Owner(s), Tenant(s) and their Invitees are hereby forewarned that they use the facilities and services at their own risk. The Management are not responsible for any injuries and damage sustained by the Owner(s), Tenant(s) and their Invitee(s) or for any loss and/or damage to their personal property.

7.1. Right to Use the Facilities

The Owner(s), his Tenant(s) or Invitees must respect and comply with all rules and regulations when using any of the amenities or facilities provided at VERVEA. Proper care must be exercised at all times to avoid causing damages to any of the equipment, furniture and fittings provided in these places.

The cost of repairs or replacement to any of these items will be charged to the Owner(s), Tenant(s) or Invitee(s) if damage other than wear and tear occurs or items are discovered missing following their usage.

7.2. Bicycle Lane & Bicycle Park

a. All users are advised to use the Bicycle Lane in a safe and orderly manner. The Management shall not be liable for any accidents, injuries and bodily harm to the users. Users shall park the bicycles at the Bicycle Park at their own risk and the Management shall not be responsible for loss or theft of any bicycles.

7.3. Loading Bay

The Owner(s) or through his Tenant(s) shall observe and abide all rules and regulations governing the loading bays usage as may be issued by the Management at its absolute discretion at any time or from time to time.

Loading and unloading can be carried out at the allocated time and only at the areas designated by the Management.

Vehicles are not permitted to park at the loading bay save and except for vehicles permitted for loading and unloading. No obstruction of any type is allowed within the loading bay area.

7.4. Vervea Trade & Exhibition Centre (VTEC)

Vervea Trade & Exhibition Centre (VTEC) is a multi-storey building within VERVEA which includes a trade and/or exhibition hall, car and/or vehicle parking bays, car park management office and retail lots which are the sole property of the Developer and shall not form part of the Common Property and accordingly the Developer shall maintain at their own cost and shall have the absolute discretion to deal with the same.

The common property within Vervea Trade & Exhibition Centre (VTEC) are the drive ways, ramps, staircase, lift lobby, VERVEA Management Office, Security Office, Restroom on the ground level, Recycle Centre and the Mechanical & Engineering Services Room. Within Vervea Trade & Exhibition Centre (VTEC), the following facilities are common property which are provided for the use of all patrons to VERVEA:-

a. Elevators

Lifts are provided for convenient access to the public:-

- i. Smoking in the lifts are strictly prohibited;
- ii. Bicycles and any motorised form of transport, other than wheelchairs, are not to be placed in any lift; and
- iii. No person shall tamper with any of the control panels as it may prevent the proper function of the lift.

b. Restrooms

Restrooms are provided for convenience of the public:-

- i. Smoking in the restrooms are strictly prohibited;
- ii. Restrooms on the ground floor are open to the public; and
- iii. The restrooms on the top floor shall only be open for the use of guests to the Vervea Trade & Exhibition Centre.

c. Recycle Centre

- i. A recycle centre is provided for the usage of all Owner(s) and/or Tenant(s) in VERVEA.
- ii. All Owner(s) and/or Tenant(s) are required to ensure that the recycle centre is used for its specified purpose failing which a fine shall be imposed in accordance to item 12.5.

7.5. Parking Bay(s) [Multi-storey Car Park Bay(s) & Outdoor Car Park Bay(s)]

7.5.1 All parking bay(s) within VERVEA shall be the sole property of the Developer and none shall form part of the Common Property and accordingly the Developer shall maintain at its own cost and shall have the absolute discretion to deal with the same including the right:-

- a. to redesign, revise and reallocate the layout of the parking lot(s) and to stipulate from time to time the terms and conditions relating to the use of the parking lot(s);
- b. to operate and manage the parking lot(s) itself or to contract with any third party operator upon such terms and conditions as its sole discretion deem fit, to operate and manage the same. For avoidance of doubt, any such third party so appointed shall not in any way be deemed an agent of the Developer and accordingly, the Developer shall not be liable for any loss or damage suffered by the Owner(s) or his Tenant(s) or Invitee(s) or any other persons as a result of any act or omission, negligent or otherwise of the appointed party or their employees;
- c. to impose charges for the use of the parking lots at such rate as the Developer or the appointed operator shall at its absolute discretion decide from time to time and any income derived therefrom shall be due to the Developer or the appointed operator (in accordance to any agreement between the Developer and appointed operator) exclusively;
- d. to clamp or tow away or remove any car or any other vehicle (motorised or otherwise) which cause obstruction to others or left abandoned in the Common Property or in any part of VERVEA or which is not parked within the area designated as parking lot(s);
- e. to impose a fine or fee at such rate as the Developer shall in its absolute discretion decide for any wrongful parking or any breach of the covenants herein;
- f. to impose a fine on any vandalism or damage caused to the electric vehicle charger as stated in clause 12.5.
- g. to implement seasonal parking within VERVEA with subject to availability and Developer or the appointed operator entitled to levy whatever charges or fees shall in its absolute discretion;
- h. to stop the Owner(s) or his Tenant(s) or Invitee(s) or refuse them entry into the parking lot(s) area or to suspend or terminate the use of any parking access card or not to provide or renew such parking access card until and unless all and any outstanding sums due has been fully settled;

- i. to stipulate at any time and from time to time such other terms and conditions relating to the use and access to the parking lot(s).
- 7.5.2 The Owner(s) or his Tenant(s) with monthly parking pass shall park his car or vehicle properly and within the area designated as parking lot(s).
- 7.5.3 The Owner(s) or his Tenant(s) with monthly parking pass shall not carry out any repair work in the area designated as parking lot(s) of his car or other vehicle except for minor repair works which do not create or cause any nuisance or inconvenience to others.
- 7.5.4 The Owner(s) or his Tenant(s) and Joint Management Body or Management Corporation (when formed) shall accept and submit to the decision and authority of the Developer and/or the operators engaged by the Developer to operate and manage the parking lot(s) at all times notwithstanding the establishment of the Joint Management Committee and notwithstanding any provisions to the contrary in any law, by-laws, rules or regulations on matters concerning:-
- a. the exit and ingress points within VERVEA;
 - b. the direction or the flow of traffic within VERVEA;
 - c. the manner of use of the roads and driveways within VERVEA; and
 - d. the manner of parking of cars and vehicles within VERVEA.
- 7.5.5 The Owner(s) or his Tenant(s) with monthly parking pass shall not wash his car or vehicle on the parking lot(s) or in any part of VERVEA.
- 7.5.6 The Owner(s) or his Tenant(s) shall not in any manner interfere with the Developer's performance or discharge of its duties with regards to the parking lot(s).
- 7.5.7 The Owner(s) with monthly parking pass shall not himself place or allow his Tenant(s) or Invitee(s) to place any boats, containers, machines or any other vessel or equipment or object in the parking lots or any other area within VERVEA.
- 7.5.8 The Owner(s) or his Tenant(s) shall not leave or park or permit to be left or parked any car or vehicle either belonging to or used by him or his Tenant(s) or Invitee(s) in or at any area which may cause obstruction to:-
- a. any access and egress;
 - b. any roads or streets or lanes or walkways or properties within VERVEA;

- c. any fire exits or fire access routes; or
- d. any access routes to pump rooms or substations

7.5.9 The Owner(s) or his Tenant(s) with monthly parking pass shall not barricade or affix any grilles or erect any structures whatsoever in or about or around any parking lot(s).

7.5.10 The Owner(s) or his Tenant(s) with monthly parking pass shall at all times observe and perform and/or abide by all Rules and Regulations governing the parking lots as may be set forth by the Developer or third party operator at any time or from time to time or as may be stipulated by any Appropriate Authorities.

7.5.11 The Developer or the third party operator shall not in any manner whatsoever be liable for any damage to the car or vehicle or any property or any death or injury or inconvenience suffered by the Owner(s) or his Tenant(s) or Invitee(s) in his or their use of the parking lot(s) within VERVEA.

7.6 Central Island Park

The Central Island Park is a 25-acre green lung in the heart of Aspen Vision City of which VERVEA is a part of and is a common facility to the whole of Aspen Vision City.

The Service Charge collected as per item 3.3.1 is inclusive of the maintainance of the facilities and amenities in Central Island Park in proportion to the share units of VERVEA within Aspen Vision City. The Central Island Park will be enhanced and upgraded progressively with a wide-range facilities for the enjoyment and well-being of the communities. Contribution of Service Charge for Central Island Park shall be collected from all developments within Aspen Vision City.

7.7 Covered High Street

Owner(s) and Tenant(s) irrevocably agree and allow the Management or the person engaged by the Management to close all or such part of the High Street and/or the corridors at the Business Streets on such days and for such time period as the Management shall in its absolute discretion decide for purpose of holding events/ functions provided that the exercise of such right shall not unreasonably interfere with the Owner'(s) and/or Tenant'(s) use and enjoyment of the said Parcel.

7.8 Smart Digital Signage

All Smart Digital Signage within VERVEA shall be the sole property of the Developer and none shall form part of the Common Property and accordingly the Developer shall have the absolute discretion to deal with the same. All cost in maintaining the Smart Digital Signage shall be borne by the Developer or its designated operator.

All Owner(s) and/or Tenant(s) shall ensure that they shall not through them or their Invitee(s), licensees, contractors, agents, employees and servants damage or deface the Smart Digital Signage.

Should the Owner(s) and/or Tenant(s) be found liable for damage to the Smart Digital Signage, the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand failing which it shall be deemed a debt due from the Owner(s) to the Management and an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the date next after the said 14 days' period until the date of actual payment.

8. Asset Shifting

Any Owner(s) and/or Tenant(s) moving out of or intending to move into a Parcel must inform the Management at least seven (7) days in advance of such moving. Owner(s) and/or Tenant(s) shall abide by the hours specified and any other conditions as prescribed by the Management.

For moving of bulky and heavy items, Owner(s) and/or Tenant(s) shall:-

- a. Give reasonable notice of at least twenty four (24) hours to the Management prior to moving of such heavy items or any moving involving professional movers;
- b. Not inconvenience any other occupiers; and
- c. Not damage or deface any part of the Buildings or Common Property in any manner while moving and will repair and make good or reimburse the Management the cost of Making good such damage or defacement.

Owner(s)/Tenant(s) are encouraged not to move in or out during weekends and public holidays.

The Management reserves the right to reschedule any moving in that may occur within the same time slot.

9. Alterations and Modifications

Owner(s) and/or Tenant(s) are not permitted to alter, modify and renovate the Parcel and/or any part of the said Buildings without written consent from the relevant authorities, and the Management. Such works include but not limited to:-

- a. Changes of the exterior which will affect the façade of the Buildings which include the colour scheme, and any other fixtures. The fixing of iron grilles shall follow the designs approved by the Management.
- b. Structural and material alterations.
- c. Installation of any air-conditioning units and high voltage electrical equipment.
- d. Installation of burglar alarms requires a contact number to be furnished to the Management in case of emergency.

Any alterations, modifications and renovation works to be carried out to the Parcel and the Buildings are subject to the rules and regulations contained in the Renovation Guidelines and Procedures.

10. Renovation Guidelines & Procedures

Notwithstanding the Rules and Regulations stated herein, the Management shall be entitled, from time to time as it shall deem fit or necessary, amend, supplement or incorporate such additional Rules and Regulations to regulate the renovation for purpose of promoting harmonious occupancy of the Parcels, avoiding any annoyance and/or nuisance, preserving the integrity and image of VERVEA, and generally for the benefit of all the occupants of VERVEA. All renovations are to abide by Annexure B - Signage & Ad Panel Guideline; Annexure C - Facade Guideline; Annexure D - Air Condition Compressor Guideline, Fins, Grille, Window & Bin Location; and Annexure E - Advertisement Guideline.

10.1 Renovation

The “Renovations and/or Alterations Works” shall mean any works within, in, on, about or to the said Parcel or any part thereof including without limitation any construction, enlargement, extension, improvement, demolition, removal, alteration, addition, renovation, repair, maintenance, internal partition or any arrangement, relocation or alteration of any building services installed such as installation of any fixtures or fittings, electrical or otherwise within, in, on or about the said Parcel and:-

- a. which may or would alter or affect the external appearance or the external facade of the said Parcel or generally, VERVEA; or
- b. which may or would affect the structural integrity/stability of the said Parcel or the overall safety of the said Parcel or any other Parcels within VERVEA; or
- c. which may or would be or become a nuisance or may cause annoyance or may in any way interfere with the quiet occupation and comfort of others or damage to the property of others or cause injury to any person; or
- d. which may result in the change of the colour of the exterior of the said Parcel or cause any visual or audible intrusion or in any other manner whatsoever impact or affect the original design of VERVEA; or
- e. which may or would cause any leakage or seepage or stain to the Common Property or to any other neighbouring Parcels either adjoining or adjacent to the said Parcel or otherwise; or
- f. which may or would cause any obstruction to the passages, corridors, landings, staircases, lifts, roads, driveways, walkways, footpaths and/or any other areas whether common or otherwise; or
- g. which may or would otherwise affect howsoever the application or issuance or maintenance or renewal of the GBI Certification, if applicable.

10.2 Consent Before Commencement of Renovation Works

10.2.1 Appropriate Authorities Consent

The Owner(s) or his Tenant(s) shall, prior to the commencement of any Renovations and/or alterations works obtain all necessary written consents, approvals and/or permits from the Appropriate Authorities and shall in respect of the Renovations and/or alterations works comply strictly with all conditions (if any) as set out in the approval(s) granted by the Appropriate Authorities and/or the Management and with all written laws, regulations, orders, rules and by-laws and with all directives

and requirements of the Appropriate Authorities including, if applicable, the GBI Requirements, and such addition conditions on GBI as stated in Item 11 below.

A copy of such written permit shall be forwarded to Management for records.

Any order made by the Appropriate Authority for the removal of the illegal Renovation works shall be complied with by the Owner(s) or his Tenant(s) at their own cost.

10.2.2 Management Consent

The Owner(s) or his Tenant(s) shall after having obtained the approval from the Appropriate Authorities for the Renovation (if applicable) apply and obtain the Management's approval for the renovation at least fourteen (14) working days prior to the commencement of any renovation work.

Please submit for Management's approval the Renovation Form that requires the following information where applicable:-

- a. Architectural plan showing the proposed alterations/renovations to the Parcel.
- b. Electrical plan showing the proposed alterations to existing electrical system of the Parcel.
- c. Plumbing plan showing the proposed alterations to existing plumbing system of the Parcel.
- d. Air-conditioning plan showing the proposed alterations to existing air-conditioning system of the Parcel.
- e. Water proofing systems to be applied where the alterations/renovations affect the existing water proofing system already installed in the Parcel.
- f. Name and contact information of contractors and/or suppliers involved with the proposed works or installations.
- g. Date of intended commencement of works and the exact timeframe promised by the contractors for the completion of such works.

The application shall be made by completing the form as provided by the Management or in such manner as may be prescribed by the Management from time to time and shall be accompanied by such documents and plans showing, amongst others, the following:-

- a. proposed storage space and location of the renovation equipment, facilities, materials, items or things;

- b. the estimated duration of the renovation, the date and time of commencement and completion;
- c. the renovation work schedule or programme; and
- d. the number and particulars of workers, staffs, employees or persons involved in the renovation and the vehicles who and which will be entering VERVEA for the renovation.

The Management reserves the right to refuse giving the approval for the renovation or to give conditional approval so as to maintain, amongst others, the general amenities, uniformity and standards of the said Parcel within the Buildings.

The Owner(s) or his Tenant(s) shall at all times comply with the Management's standard design, colour and position for the installation of iron grilles and further shall not be allowed to change the external facade including stairs, yard, corridor, wall and colour scheme of the said Parcel.

After the Management having granted the approval for the Renovation, any amendments or alterations thereto in any manner must be notified to the Management in writing and be approved by the Appropriate Authorities and the Management before any of such amendments or alterations can be made.

In the event any Renovation works carried out without the Management's written consent or knowledge or without any permits or licence from the Appropriate Authority, the Management has the sole and absolute discretion to stop such works or stop the contractors and their workers from entering the said Buildings until such time as the Owner(s) or his Tenant(s) shall have obtained the requisite written consent from the Management and the Appropriate Authority and all costs incurred shall be borne by the Owner(s) or his Tenant(s). If the Owner(s) or his Tenant(s) refuses, fails and/or omits to apply for the requisite consent within forty eight (48) hours from the date of stoppage of works, the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s) or his Tenant(s), proceed to remove such works and the cost incurred as a result thereof shall be borne by the Owner(s) or his Tenant(s) and shall be deemed at debt due from the Owner(s) or his Tenant(s) to the Management.

The Owner(s) or his Tenant(s) shall furnish the Management with copies of the as-built drawings of any renovation works (including but not limited to mechanical and electrical plumbing works) upon completion of such Renovation works.

Compliance with Approved Drawings

If, in the sole opinion of either the Management, the works being done on site do not comply with either the approved drawings, building codes, authority requirements, or the requirements of this handbook, the management reserves the right to issue Stop-Work Order(s) to the Tenant's Fit Out contractors which shall take immediate effect.

Compliance with Safety and Security Procedures

Stop-Work Orders may also be issued where there is any non-compliance with approved or recommended work procedures or practices, or security and safety measures. In addition, any permit granted for Fit Out Works may be revoked without assigning any reason and without the right to appeal.

No Liability for Delay

The Management shall not be held liable for any consequential delays or losses resulting from Stop Work Orders being imposed.

10.3 Renovation Period

The renovation shall be completed within ninety (90) days from the date of the notice of the Management approving the renovation (hereinafter referred to as "Renovation Period"). In the event that the Owner(s) or his Tenant(s) requires any extension of time, the Owner(s) or his Tenant(s) shall apply and obtain the Management's approval at least seven (7) working days prior to the expiry of the Renovation Period. The Management may grant the extension of time subject to such payment or conditions as the Management shall deem fit and necessary or may refuse to grant the extension of time at its sole and absolute discretion and the Management shall not in any manner whatsoever be liable to the Owner(s) or his Tenant(s) for any loss or claim resulting from the said refusal.

10.4 Working Hours

- a. Any Renovation shall be done within the Renovation Period and the following hours:-
 - Monday to Friday : 9.00 a.m. – 5.00 p.m.
 - Saturday : 9.00 a.m. – 1.00 p.m.
 - Sunday : 9.00 a.m. – 1.00 p.m.
- b. No Renovation shall be carried out on public holidays observed by the State of Penang or during such time other than as stipulated in sub-item (a) above unless otherwise prescribed or approved by the Management.
- c. No contractor is allowed to stay overnight whether inside or outside the said Parcel or on any part of VERVEA and all Contractor shall leave the said Parcel and the said Buildings immediately after the time prescribed in sub-item (a) above.

10.5 Renovation Deposit

- a. Before the commencement of any renovation works, the Owner(s) or his Tenant(s) shall pay to the Management a sum of Ringgit Malaysia Five Thousand (RM5,000.00) as the case may be, as deposit or such other sum as shall be determined by the Management from time to time at its absolute discretion as security for his due observance, performance and compliance with his obligations in respect of the Renovation (hereinafter referred to as “Renovation Deposit”). The amount of the deposit depending on the extend of the renovation works, the Management reserves the rights to request additional deposits and the same shall be provided by the Owner(s) or his Tenant(s) before commencement of the renovation works.
- b. In the event of the Owner(s) or his Tenant(s) requires any extension of time in excess of the Renovation Period, the Owner(s) of Tenant(s) shall pay a further sum calculated at the rate of 10% of the Renovation Deposit for every extended one month or part thereof and the further sum so paid shall form part of the Renovation Deposit and be dealt with in accordance with the provision herein.
- c. The Management shall be authorised to deduct such sums for the cost of cleaning and/or removal or debris, rubbish or unwanted material and/or repairing damages left or caused by the Owner’(s) or the Tenant’(s) and/or repairing damages left or caused by the Owner’(s) or the Tenant’(s) contractors or workmen. The deposit less deduction for the cost of cleaning and/or repairing damages if any will be refunded to the Owner(s) or his Tenant(s) free of interest in the event the clean-up cost and damages exceed the deposit, the Owner(s) or his Tenant(s) shall be

liable for any additional amount and the Owner(s) or his Tenant(s) shall forthwith pay such amount to the Management failing which, it shall be deemed a debt due to the Management.

- d. The Management shall have the absolute liberty to utilise the whole or such part of the Renovation Deposit towards remedying any breach by the Owner(s), his Tenant(s) and/or their Contractor of the Rules and Regulations herein provided always that if the Renovation Deposit shall not be sufficient to pay for the costs and expenses incurred or expended or payable by the Management as aforesaid, the Owner(s) or his Tenant(s) shall immediately on demand by the Management pay to the Management such additional amount as may be required by the Management to fully and effectually remedy such breach as aforesaid. Such amount shall be deemed to be due by the Owner(s) of the Tenant(s) to the Management on the date of demand thereof by the Management.
- e. Subject to the right of set-off or deduction of the Management as stated herein, the Renovation Deposit or the balance thereof (if any) will be refunded free of any interest to the Owner(s) or his Tenant(s) after the Management is satisfied that all rules and regulations herein have been duly complied with and that all rectification works as stipulated by the Management, if any, have been duly attended to and completed by the Owner(s) or his Tenant(s) provided that if any approval is required from the Appropriate Authorities to prove due completion of the renovation, then the Owner(s) or his Tenant(s) shall obtain such approval and produce the evidence of such approval to the Management before any refund can be made.
- f. For avoidance of doubt, the Owner(s) or his Tenant(s) hereby agrees that the mere acceptance or receipt of the Renovation Deposit by the Management shall not in any way operate as a waiver of the Owner'(s) or Tenant'(s) obligations to comply and fulfil all the rules and regulations herein contained.

10.6 Renovation Covenants

- a. The Renovation shall strictly be confined and limited to the said Parcel and all workers shall be confined to the said Parcel.
- b. The Owner(s) or his Tenant(s) shall not do or permit or suffer to be done anything inside or outside the said Parcel which may affect the structural framework of the said Parcel, the Buildings or the overall safety of the said Parcel or the other.
- c. The Owner(s) or his Tenant(s) shall duly and promptly pay and discharge all Service Charges and other monies due and payable to the Management prior to the commencement of the Renovation work and during the Renovation Period

- failing which the Management may refuse to permit the renovation work to be carried out or may stop the work until all Service Charges and other monies due and payable to the Management have been duly and fully paid.
- d. The Owner(s) or his Tenant(s) shall ensure that the said Parcel on the Ground Floor shall be hoarded up as per the Management's requirement for hygiene and safety purposes as per the "Hoarding Guideline" in Annexure F.
 - e. The Owner(s) or his Tenant(s) shall forthwith demolish or remove any unauthorised alterations, additions or extensions at his own costs and expenses upon notice from the Management or Authorised Authorities to do so.
 - f. The Owner(s) or his Tenant(s) shall at his own cost and expense cause procure and ensure that the Contractor shall if required clarify any issues raised by the Management and provide all details such as insurance or any other items as may be requested by the Management at any time or from time to time and that the contractor shall not, in any manner:-
 - damage, or cause any damage including without limitation any leakage or seepage or stain to, any part of the Parcel including without limitation any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property;
 - hack or remove any masonry works in respect of brick walls, floor tiles, structural wall and slabs, columns and beams in, on or about the Common Property, the Buildings or the said Parcel unless the prior consent of the Management and Appropriate Authorities [if applicable] have been obtained;
 - carry out or execute any and complete all works for or relating to such Renovations, and/or alterations works within the times and on such days as the Management may stipulate;
 - cause any inconvenience to any of the other Owner(s) and their Tenant(s).
 - g. Temporary protective hoarding should be well-constructed and plastic sheets used to cover the gaps between the hoarding and the ceiling prior to the commencement of Renovation work to prevent dust and debris from escaping to other areas. It should be neatly constructed using gypsum board or similar material. All door(s) at the hoarding must swing inward (push in) into the Parcel. The door(s) must come with a latch. Owner(s) or his Tenant(s) or contractors is required to lock the Parcel when it is not in use. For safety reasons, hoarding door(s) should also be kept shut at all times.
 - h. The Owner(s) or his Tenant(s) or appointed contractor(s) shall be solely responsible to take out Third Party Liability Insurance or Public Liability Insurance and/or Contractors All Risk insurance, whichever is relevant, as required by the

Management. A copy of the same shall be delivered to the Management before commencement of any work is permitted.

10.6.1 Gas

F&B tenants shall supply, install, operate and maintain their own gas system and fire suppression system complete with gas leak detector for the kitchen. The system must comply with Authority specification/requirement and to be placed at designated location by management.

10.6.2 Kitchen Exhaust System (for F&B tenants)

- a. F&B tenants are required to use an electrostatic precipitator (ESP) unit for their kitchen exhaust provision. E.g. Smog Hot Kitchen exhaust emission control system (KEEC) as per the sample “Kitchen Exhaust Fan” in Annexure H.
- b. Kitchen exhaust provision should be adequate to clean the grease laden air exhausted from kitchen hood.
- c. Tenant must submit details of the proposed exhaust system to management for approval prior to commencement of work at site.
- d. Exposed kitchen exhaust ducts will not be permitted within the demised premises.
- e. Owner(s) and Tenant(s) are to ensure to follow the sample of the “Kitchen Exhaust Fan” for confirming of the exterior.

10.6.3 Pest Control (For F&B tenants)

The tenant is required to seal up all openings above their false ceiling at the perimeter of the demised premises.

During the fit out works, the tenant must keep the demised premises in an acceptable hygiene condition and free from any food debris that could result in pest infestation. Tenants are to carry out pest control exercise on monthly basis and a copy of the report must be submitted to the management.

10.6.4 Kitchen Trap/Floor Trap/Grease Trap

The tenant is required to provide stainless steel strainers for all kitchen traps.

The tenant should not choke or obstruct any floor trap, grease trap, water closet, urinal or wash basin. A minimum fine of RM500/- or the cost of clearance, whichever is higher, will be imposed for chokage or obstruction.

The tenant is required to insulate the floor/kitchen trap and sanitary pipes with aluminium jacketing complete with polyurethane insulation to prevent condensation.

10.6.5 Maintenance Access for Services

Access panels shall be provided for easy access to mechanical and electrical equipment and services in the ceiling subject to the management's approval. The tenant shall keep the maintenance access free of obstruction at all times.

10.6.6 Structural and Floor Loading

It is the responsibility of the tenant to highlight any area where heavy loading may occur resulting from a particular equipment or works and to obtain the approval of the management. Full information of the equipment or works is to be provided so as to allow the relevant management's consultants to assess the structural implications.

10.7 Developer Liability

- a. It is hereby expressly agreed that the Developer shall not be liable or responsible in any manner whatsoever in respect of any defects, shrinkage or other faults in the said Parcel or the Common Property notwithstanding that the same becomes apparent within the defect liability period as stated in the Sale and Purchase Agreement if such defects, shrinkage or other faults are due to or arising from or in any way caused by any renovation work done to the said Parcel.
- b. Where the renovation involves the alteration or removal of any floor slabs of areas with water proofing, the same shall be done by a contractor as approved by the Management and notwithstanding such approval, the Owner(s) expressly agrees that the Developer shall be discharged from any and all liability to rectify any leakage or seepage arising from such works notwithstanding that the same happened within the defect liability period as stated in the Sale and Purchase Agreement. Any costs and expenses arising from any works to rectify or prevent any damage caused by such leakage or seepage either to the said Parcel or to any Other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property shall be borne by Owner(s) solely.

10.8 No intrusion

The Owner(s) or his Tenant(s) shall ensure that the Renovation will not overshadow or cause any visual or audible intrusion or in any other manner whatsoever impact or affect any other Parcels or any areas outside the said Parcel.

10.9 Damage

- a. All Renovation works must be carried out and performed with utmost care and caution and no damage, loss or injury shall be caused or permitted to be caused to any part of the Other Parcels and the Common Property or to any person or property.
- b. In the event any damage including without limitation any leakage or seepage or stain is caused to, any part of the Buildings including without limitation any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the said land including but not limited to the roads, access, driveways, footpath, pavements, curbs, street, plants, landscape, elevators, staircase and facilities, as a result of the act or omission of the Owner(s) or his Tenant(s) or the contractor, the Owner(s) or his Tenant(s) shall forthwith at his own cost and expense restore, reinstate and make good the same.

10.10 Security Check

The Management reserves the right to subject the contractor to security check at any time and from time to time and the Management may refuse entry of any person for the renovation if the Management is doubtful of the identity or the authority or the purpose of such person and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.

10.11 Identification Passes

All contractors must register themselves with the security personnel at the guard house or at such designated place before entering VERVEA for the Renovation work and must obtain and wear the daily pass as provided at all times while carrying out the renovation work. The daily pass shall be returned to the guard house or to such designated place at the end of each working day. The security personnel have the right to question any person without a daily pass and may disallow entry of such person and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry. The loss of the daily fine will carry a fine of RM50.00 as stated in Item 12.5.

10.12 Parking and Movement of Vehicles

- a. All vehicles belonging to the contractor must be parked at such place or location as designated or specified by the Management subject to the rules, directions and/or regulations as may be stipulated by the Management from time to time.

- b. All materials for the Renovation must be loaded and unloaded at such place or location as designated or specified by the Management and in accordance with the rules, directions and/or regulations as may be imposed by the Management from time to time.
- c. The Owner(s) or his Tenant(s) shall ensure that the vehicles used for or in relation to the Renovation shall not damage the roads, access, pavements or driveways of VERVEA.

10.13 Water and Electricity

The Owner(s) or his Tenant(s) and the contractor shall not use the water supply and/or the electricity supply from any part of the Common Property.

10.14 Electrical Works

The tenant should engage its own Licensed Electrical Worker for all electrical works.

10.15 Packing/Crating Materials

- a. Packing and crating materials must be properly removed, cleared and disposed of by the Owner(s) or his Tenant(s) and the contractor.
- b. All rubbish, debris, surplus, dirt and any unwanted materials shall not be left in any part of the Common Property or VERVEA and shall be properly removed, cleared and disposed of daily to the designated rubbish or dumping sites as provided by the relevant authorities or as specified by the Management. Upon completion of all renovation works, the Owner(s) or his Tenant(s) shall at his own cost and expense ensure and be responsible to remove, clear and dispose of from the said Parcel and any part of the Common Property or VERVEA all rubbish, debris, surplus, dirt and any unwanted materials and leave the place in a clean and tidy condition to the satisfaction of the Management.
- c. The Owner(s) or his Tenant(s) shall at his own cost and expense properly dispose of or remove any unwanted furniture or bulky items.
- d. Any flammable items, wet cement renovation debris or adhesive materials shall not be thrown into the refuse chambers. In the event of any such items being found and is related to the renovation, the Owner(s) or his Tenant(s) shall be liable for the cost of replacement or repairing any damage caused to the refuse chambers or to any part of the Common Property.
- e. Debris bins are not permitted to be parked within VERVEA and all rubbish, debris, surplus, dirt and any unwanted materials shall be discarded in accordance to item 10.15(b).

10.16 Protective Cover

The Owner(s) or his Tenant(s) shall ensure that the contractor uses adequate protective cover for the floor surfaces leading to the said Parcel from the Common Property so as not to damage the floor surface or such part of the Common Property.

Any spillage of oil, paint, grease and other fluids on the floor surface is required to be cleaned up immediately.

10.17 Storage

The contractor shall not store or keep any Buildings materials and/or construction equipment in, on or about the Common Property or anywhere in VERVEA except inside and within the said Parcel or erect any worker's quarters or store in, on or about the Common Property or anywhere in VERVEA or block or obstruct any part of the Common Property or anywhere in VERVEA.

10.18 Conduct and Behavior of Contractor

- a. The Owner(s) or his Tenant(s) shall be fully responsible for the conduct, behaviour and discipline of the Contractor and his workers. All workers are to be properly attired in accordance to safety guidelines. Any such persons behaving in a manner unacceptable to the Management or the security guard will be refused entry and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.
- b. The Owner(s) or his Tenant(s) shall ensure that the contractor abide by and comply with all the provisions herein.
- c. For the purpose of this Handbook, the word "Contractor" shall includes interior designers, architects, engineers and other such consultants engaged for the renovation and fitting out of the Parcel.

10.19 Inspection

The Owner(s) or his Tenant(s) shall permit the Management and its agent, representatives and staffs to enter upon the said Parcel at all reasonable times including during the renovation hours to inspect the same and to ascertain whether or not the conditions set out herein have been duly observed and performed by the contractor and the Owner(s) or his Tenant(s).

10.20 Work Stoppage

The Management reserves the right to stop any Renovation work immediately or order the contractor to stop work and leave at any time in the event the Management shall in its absolute discretion decide that the safety of any person or property is at risk of any nature whatsoever or the Renovation is not carried out in compliance with the approvals or in accordance with the rules and regulation herein and the Management shall not in any manner whatsoever be liable to the Owner(s) or his Tenant(s) or to any person whomsoever for any loss or claim resulting therefrom.

10.21 Electrical and Plumbing Installations

- a. The Owner(s) or his Tenant(s) shall not without the prior written consent of the Management, install any wiring or other device for electrical or plumbing installations, machines or other equipment, appliances or appurtenances on the exterior of the said Parcel, the Other Parcels, or any part thereof which protrude any walls doors windows or roof.
- b. The Owner(s) or his Tenant(s) shall not shift or add any additional electrical power points or plumbing outlets which will overload or cause damage to the power supply or to any existing electrical installation or reduce or increase water supply or disrupt the water or electricity supply in or to Parcel or other Parcels.
- c. The Owner(s) or his Tenant(s) shall not cut, maim, divert, block or obstruct any pipes, wires, cables, ducts (whether surface or underground), sewers and drains which are laid or constructed through, over and under the said Parcel or in any way render the same to be unserviceable or only partially serviceable or to leave the same in such a state of disrepair or neglect so as to render the same to be unserviceable or only partially serviceable.
- d. Any installation of electrical power points must conform to good electrical engineering practice and can only be carried out after obtaining a written approval from Tenaga National Berhad.
- e. All air conditioning units must be installed at the specific and approved places or designated air conditioning ledges. The condensed water from the air conditioning units shall be drained in to the proper water outlet of the said Parcel.
- f. The Owner(s) or his Tenant(s) shall ensure that all installations shall not trespass onto any common property.

10.22 Peaceful Renovation

The Renovation works shall not be carried out in such a manner that may be or becomes a nuisance or may cause annoyance or damage to or may in any way interfere with the quiet occupation and comfort of the other Owner(s) or Tenant(s).

10.23 Indemnity

- a. The Owner(s) or his Tenant(s) or their appointed contractor(s) shall undertake to compensate, indemnify and keep the Management fully compensated and indemnified against all claims, demands, actions, proceedings, costs, damages, losses, fines, penalties and charges whatsoever and howsoever arising from the Owner'(s) or the contractor's breach or non-observance of any provisions herein.
- b. In addition to the indemnity provided above, the Management may request the Owner(s) or his Tenant(s) to execute and deliver a separate letter of indemnity in favour of the Management to indemnify the Management against all claims demands proceedings damage costs charges and expenses whatsoever arising out of or in relation to any act or omission committed by the Owner(s) or his Tenant(s) or the contractor. The Management may also request a similar letter of indemnity from each and every contractor before allowing the commencement of any Renovation work.

11. Extract of GBI Requirements & Addition Conditions on GBI from SPA

In respect of VERVEA, the Management may at its absolute discretion, cost and expense decide at an Annual General Meeting (AGM) or Extra-ordinary General Meeting (EGM) but is not obliged in any manner howsoever to apply for GBI Certification and in the event that the Management decides to apply for GBI Certification, the Owner(s) irrevocably agrees and undertakes with the Management as follows:-

Section:-

11.1 that in respect of the renovations and/or Alteration Works to the said Parcel, in addition and without derogation to the provisions and in any other laws by-laws rules and regulations, to comply with the GBI Requirements including the requirements with regard to the following:-

(i) External Glazing

The external glazing of the said Parcel shall achieve Overall Thermal Transfer Value (OTTV) of 50 W/m².

(ii) Low VOC

All walls and ceilings shall be painted or laminated or covered [as the case may be] with Low VOC (“Volatile Organic Compounds”) paint and coating in accordance with the international labeling scheme recognized by GBI and all flooring shall be Low VOC flooring in accordance with the Floor Score by Science Certification System and shall be Low VOC adhesive and sealant.

(iii) Urea Formaldehyde

All internal partitions and fixtures shall be made or manufactured or assembled utilizing products with no added urea formaldehyde. Products which contained urea formaldehyde shall include but not limited to Composite Wood and Agrifiber products including particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores, laminating adhesives used to fabricate on-site and shop applied composite wood and agrifiber assemblies and insulation foam and draperies.

(iv) Water Efficient Fittings

All flush and flow fixtures (which include but not limited to water closet, urinal, sink tap, bib tap, basin tap and shower head) shall be water efficient fittings rated three (3) ticks or above in accordance with Water Efficient Labeling Scheme (WELS) recognized by GBI rating requirements.

(v) Energy Management System

If the total air-conditioned area exceeds 4,000 square meters, an energy management system as prescribed by the GBI rating requirements shall be installed.

(vi) Lighting

- a. Each light switch zoning in the said Parcel shall be up to a maximum of 100 square meters in area.

For Example:-

Area of the said Parcel	Minimum Number of Light Switch/Switches
100 square meters	1 switch
150 square meters	2 switches
200 square meters	2 switches
250 square meters	3 switches

- b. The Electrical Ballast shall be appropriate to the electrical installations in the said Parcel and of the type and capacity as prescribed by the GBI rating requirements.
- c. The lighting level shall be in accordance with the recommended average illuminance levels by task and applications as specified in MS1525 (Table 13) and as prescribed by the GBI rating requirements.

(vii) Mechanical Air Conditioned Ventilation System

- a. The minimum indoor air quality performance shall be established to enhance indoor air quality and shall meet the minimum ventilation rate in ASHRAE 62:1 or the local building code, whichever is more stringent.
- b. The air-conditioning system design shall comply with ASHRAE 55 in conjunction with the relevant localised parameters as listed in MS1525:2007 and provide comfort system controls for all shared multi-occupants space to enable adjustments to suit group needs and preferences.
- c. The mechanical air-conditioned ventilation system shall maintain a positive indoor air pressure relative to the exterior and can actively control indoor air humidity to not more than 70% RH without the use of active control to avoid consumption of additional energy.
- d. The avoidance of excessive moisture by controlling, among all:-
- the rainwater leakage through roof and walls;
 - the infiltration of moist air;
 - the diffusion of moisture through walls, roofs and floors;
 - the groundwater intrusion into basements and crawl spaces through walls and floors;
 - the leaking or burst pipes;
 - the indoor moisture sources;
 - the construction moisture.

- e. All air conditioning-units shall be Non-Chlorofluorocarbon (CFC) and Non-Hydro Chlorofluorocarbons (Non-HCFC) refrigerants.

(viii) Refuse Disposal

All debris, waste material and rubbish shall be duly separated in accordance with GBI rating requirements and shall be placed neatly in the proper receptacles as designated by the Vendor and/or the Joint Management Body or the Management Corporation, as the case may be, and shall be completely drip-free before taken out to such receptacles.

(ix) Environmental Tobacco Smoke Control

Smoking is strictly prohibited inside the said Parcel.

12.2 that for purpose of application or issuance or maintenance or renewal of the GBI Certification, the Owner(s) shall:-

(i) Application for GBI Certification

- a. forthwith upon request provide to the Management all documents, plans, diagrams, tabulations, materials, specifications and such other documents necessary or deemed necessary by the Management for the application of the GBI Certification for VERVEA;
- b. not do or permit to be done or omit to do any act or things which may in any manner howsoever hinder or delay the Management's application for GBI Certification for VERVEA or which may in any way obstruct the process relating to such application.

(ii) Post GBI Certification

- a. himself and shall procure that all or any of the Tenant(s), lessees, licensees, employees, contractors, workmen and/or permitted assigns of the Owner(s) ("Persons Authorised") duly observe and adhere to GBI Requirements at all times failing which the Vendor shall be entitled to require the Owner(s), at the Owner's own cost and expense, to carry out all such rectification and/or remedial works in respect thereto.
- b. after the Management has obtained the GBI Certification for VERVEA, be responsible to preserve and maintain the status of the GBI Certification at all times and shall cause and vote to cause the Joint Management Body and the Management Corporation to always apply for, preserve and maintain the GBI Certification for VERVEA. Notwithstanding the aforesaid, the Owner(s) agrees that the Vendor is not and shall not be held liable for any reason

whatsoever or howsoever arising in the event that the Joint Management Body or the Management Corporation declines, refuses, fails and/or neglects to preserve the status of the GBI Certification.

(iii) Quality Assessment System in Construction (QLASSIC)

In respect of the said Parcel which is selected for QLASSIC assessment, grant permission to the Management and/or the Joint Management Body or the Management Corporation, as the case may be and the QLASSIC assessors appointed by the Construction Industry VERVEA Board (“CIDB”) to conduct the necessary inspection works as specified in the QLASSIC assessment scope of works.

(iv) Post Occupancy Commissioning and Verification

a. submit all plans for the Renovations and/or Alteration Works to the design engineer appointed by the Management and/or the Joint Management Body or the Management Corporation, as the case may be, for review in order to ensure that the original design intent of the said Parcel and/or VERVEA are/is not compromised and upon completion of the Renovations and/or Alteration Works, to verify that the works comply with the design intent as prescribed by GBI rating requirements;

b. permit the GBI registered commissioning specialist (CxS) appointed by the Management and/or the Joint Management Body or the Management Corporation, as the case may be, to conduct a full/re-commissioning of the said Parcel’s energy related systems to verify that the performance thereof after the completion of the Renovations and/or Alteration Works is sustained and in line with GBI rating requirements;

participate in the post-occupancy comfort survey conducted by the Developer and/or the Management and/or the Joint Management Body or the Management Corporation, as the case may be, at any time or from time to time and shall conform to the corrective actions as recommended by the Vendor and/or the Joint Management Body or the Management Corporation

(v) Indemnity

The Owner(s) shall indemnify and keep the Management indemnified on a full indemnity basis against all losses, damage, claims, proceedings, costs, and expenses suffered and/or incurred by the Management in the event of refusal in the issuance of the GBI Certification or the revocation or cessation of the GBI Certification due to the Owner’(s) action, omission, fault and/or default.

12. Management

- 12.1. The Management will take every reasonable precaution to ensure that the Common Property and the Common Facilities and the area are properly maintained, the Owner(s) and the Invitee(s) shall use the Common Property and/or the Common Facilities and/or such area at their own risk. The Management, its agents, servants and employees shall not be responsible or liable under any circumstances including any negligent acts and or omission on the part of the Management and or its agents, servants or employees whatsoever for any loss, damage, injury to or death of any person/property incurred and/or sustained by the users or for any loss and/or damage to their personal property, in the use of the Common Property, the Common Facilities and/or such area.
- 12.2. The Owner(s) or his Tenant(s) shall indemnify and keep the Management fully indemnified against all actions, proceedings, claims, costs, expenses and demands arising from death or injury to person and/or damage or loss to property of others caused by the Owner(s) himself or his Tenant(s) or Invitee(s) or customer while in the use or enjoyment said Parcel or the Common Property or any part of VERVEA.
- 12.3. The Management will endeavour to attend to any complaints by the Owner(s) and to extend all help deemed necessary, the Management shall not be obliged to take any further action where it deems such complaints are unreasonable, frivolous and vexatious and without merits.
- 12.4. If the prior written consent of the Management is required pursuant to any of the provisions herein, the Management may grant or refuse to grant the same at its absolute discretion without assigning any reason thereof and the consent if granted may be subject to any conditions as the Management shall deem fit.

12.5. The Management will be entitled to impose penalties and fines and charges for as stated below and the Management reserves its rights to amend and change from time to time the rates as they see fit:-

Vehicles Wheel Clamp	Penalty	: RM 100.00
Loss of Contractor Pass	Penalty	: RM 50.00
Renovation Works	Refundable deposit	: RM 5,000.00
Refuse or Debris	Penalty	: RM 250.00
Improper disposal of organic waste or breach of item 4.2.2 and 4.6.3	Penalty	: RM 200.00
Illegal Tapping of Water & Electricity Supply	Penalty	: RM 200.00
Damage of Electric Vehicle Charger	Penalty	: RM 200.00
Infringement of Renovation Rules & Regulations	Penalty	: RM 200.00

Management Office

The Owner(s), Tenant(s) and their Invitee(s), licensees, contractors, agents, employees and servants who wish to seek information and/or assistance may visit the Management Office located at Vervea Trade & Exhibition Centre (VTEC).

The working hours of the Management Office are as follows:-

Mondays to Fridays : 9.00am - 5.00pm

Saturdays : 9.00am - 1.00pm

Sundays & Public Holidays : Closed

Should the Owner(s), Tenant(s) and their Invitee(s) wish to register any feedbacks or suggestions, they may contact the Property Manager with address, telephone number or email address provided hereinbelow:-

Address : Vervea Trade & Exhibition Centre (VTEC), 1, Jalan Vervea 6, Vervea, 14110 Bandar Cassia Penang.

Telephone No. : 04-589 9736

Email : verveamgmt@aspen.com.my

Suggestions and additions are welcomed, however, please take note that the Management reserves the definite right to accept or reject any complaints or suggestions. An investigation will be conducted promptly followed by the initiation of necessary action either to remedy the situation or to implement the suggestion.

Annexure A

Third Schedule

Strata Management Act 2013

Strata Management (Maintenance And Management)

Regulations 2015

(Regulations 5 and 28)

BY-LAWS

PART 1

PRELIMINARY

1. Application

- (1) The by-laws set out in this Third Schedule and any additional by-laws made under the Strata Management Act 2013 (“the Act”) shall bind the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and the purchaser, parcel owners or proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel to the same extent as if the by-laws or the additional by-laws have been signed or sealed by each of the person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the by-laws or a dditional by-laws.

- (2) These by-laws shall apply to any development area:-
 - a. During the management by the developer before to joint management body is established, under Chapter 2 of Part IV of the Act;
 - b. During the management by the joint management body, under Chapter 3 of Part IV of the Act;
 - c. During the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
 - d. During the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and

- e. During the management by the subsidiary management corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Act.

2. Interpretation

- (1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:-
- a. A reference to the “management corporation” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
 - b. a reference to the “management committee” shall be construed as a reference to the joint management committee or subsidiary management committee;
 - c. A reference to the “proprietor” shall be construed as a reference to the purchaser or parcel owner; and
 - d. A reference to “share units” shall be construed as a reference to the allocated share units.
- (2) In these by-laws or any additional by-laws made under the Act, “building” means buildings if more than one, and includes part of a building.
- (3) Any reference to a purchaser, parcel owner or proprietor shall include his family or any charge, assignee, lessee, tenant, occupier or invitee of his parcel.

PART 2

THE MANAGEMENT CORPORATION

3. Functions of The Management Corporation

The Management corporation shall:-

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;

- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, conveniences store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to be proprietor, or to a person in authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;
- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

4. **Common Property For Common Benefit**

The management corporation shall control, manage and administer the common property for the benefit of all the proprietors provided that the management corporation may, by written agreement with a particular proprietor, grant him for a defined period of time, the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it subject to appropriate terms and conditions to be stipulated by the management corporation.

5. **Provision Of Amenities Or Services**

The management corporation may make an agreement with a particular proprietor for the provision of amenities or services by the management corporation to or in respect of his parcel.

6. **Defaulters**

(1) For the purpose of these by-laws:-

- a. a defaulter is a proprietor who has not fully paid the Charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management corporation under the Act at the expiry of the period of fourteen days of receiving a notice from the management corporation; and
- b. any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.

(2) If any sum remains unpaid by the proprietor at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, the proprietor shall pay interest at the rate of ten per cent per annum on a daily basis or at such rate as shall be determined by the management corporation at the general meeting, until the date of actual payment of the sum due.

(3) The management corporation may prepare a defaulters' list showing the names of the defaulting proprietors, their respective parcels and the amount of the sum that remains unpaid, and may display the list defaulters' names on the notice boards in the building provided that such list shall be updated by the management corporation at the end of every following calendar month.

- (4) The management corporation may, at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that the any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding ringgit fifty that may be imposed by the management corporation for the reactivation of his electromagnetic access device. During the period of the deactivation of his electromagnetic access device, the management corporation may require the proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance for entry into or exit from the building or the development area.
- (5) The management corporation may stop or suspend a defaulter from using the common facilities or common services provided by the management corporation, including any car park bay in the common property that has been designed for the use of the defaulter.
- (6) The management corporation may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as the management corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6 (5) of these by-laws.
- (7) The management corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

7. Powers Of A Management Corporation To Impose A Fine

- (1) The management corporation may by a resolution at a general meeting impose a fine of such amount as shall be determined by the general meeting against any person who is in breach of any of these by-laws or any additional by-laws made under the Act.
- (2) All fines imposed under subparagraph 7 (1) of these by-laws shall be a debt due to the management corporation and upon payment shall be deposited into the maintenance account.

PART 3

THE PROPRIETOR

8. General Duties Of A Proprietor

A proprietor shall:-

- (1) promptly pay to the management corporation the Charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to the management corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit the management corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of:-
 - a. investigating leakages or other building defects;
 - b. maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
 - c. maintaining, repairing, renewing or upgrading the common property; and
 - d. executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;
- (5) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, damage by fire, storm, tempest or act of God excepted, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless the management corporation has resolved that it will keep clean the glass or specified part of the glass or the glass or part of the glass that cannot be accessed safely or at all by the proprietor;

- (6) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages, to any other parcel or the common property or so as not to cause any annoyance to the proprietors of other parcels in the development area;
- (7) forthwith repair and make good at his own cost and expense damage to his parcel if such damage is excluded under any insurance policy effected by the management corporation and to carry out and complete such repair within any time period specified by the management corporation, failing which the management corporation may carry out such repair and the cost of so doing shall be charged to the proprietor and shall be payable on demand;
- (8) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other proprietor or the families of such proprietor;
- (9) not used or permit to be used his parcel contrary to the terms of use of the parcel shown in the plan approved by the relevant authority;
- (10) notify the management corporation forthwith of any change in the proprietorship of his parcel or any dealings, charges, leases, or creation of any interest, for entry in the strata roll; and
- (11) used and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other proprietors.

9. **General Prohibitions For A Proprietor**

A proprietor shall not:-

- (1) use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area;
- (2) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management corporation in a general meeting shall decide; and

- (3) throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse chutes or in refuse bins in common refuse chambers provided in the building.

10. Prohibition Of Nuisance

- (1) A proprietor shall not use language or behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (2) A proprietor shall take all reasonable steps to ensure that his invitees, including customers and staff, do not behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (3) In a building or part of a building used for any residential or dwelling purposes, the sound of any electrical and electronic equipment, apparatus or appliance, or any musical instrument used in a parcel or the common property shall be kept at low volume after 11.00 p.m. so as not interfere with the quiet rest or peaceful sleep of the other proprietors unless prior written approval for a specific function and specific duration has been obtained from the management corporation.
- (4) A proprietor shall not use as fuel any substance or material or do anything in his parcel which will affect the peaceful enjoyment of any other proprietor or which may dirty or discolour the exterior of his parcel or other parcels of the common property.

11. Appearance, Façade And Colour Of The Exterior Of Parcel

A proprietor shall not change the appearance, colour code and façade to any part on the exterior of his parcel without the prior written approval of the management corporation and, where necessary, the approval of the appropriate authority.

12. Storage Of Inflammable Or Explosive Materials

- (1) In a building or part of a building used for any residential or dwelling purposes, a proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall be in excess of the quantity reasonable required for domestic purposes.
- (2) Nothing in these by-laws authorises or nothing in the additional by-laws shall authorise any proprietor to use or store in his parcel or the common property, any inflammable or explosive chemical, liquid, gas and material that contravenes any written law regulating the use or storage of such substances or materials.

13. Pest Control

A proprietor shall take all necessary steps to prevent his parcel from infestation by termites, vermin, rodents, pests and insects provided that any netting installed shall first be approved by the management corporation.

14. Keeping Of Animals

- (1) In a building used for residential or dwelling purposes, a proprietor shall not keep any particular animal in his parcel or on common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety or health of the other proprietors or which contravenes any written law or rules and regulations of the relevant State or the local authority.
- (2) A proprietor who is in breach of subparagraph 14(1) of these by-laws, shall within three days upon the receipt of a written notice from the management corporation remove the particular animal from the building. If he fails to do so, the management corporation may take whatever action deemed necessary to remove the particular animal from the building and:-
 - (a) all cost incurred shall be charged to and imposed on the proprietor; and
 - (b) the management corporation shall not be liable for any damage reasonably caused to the property of the proprietor in the process of removing such animal.

15. Drying Of Laundry

In a building used for residential or dwelling purposes, a proprietor shall not, except with the prior written approval of the management corporation, hang any washing, towel, bedding, clothing or other article on any part of his parcel in such a way as to protrude outside his parcel, other than at the areas designated for such purpose and leave them only for a reasonable period.

16. Compliance With By-Laws

- (1) Every proprietor shall at all times with these by-laws or any additional by-laws made under the Act.
- (2) The management corporation may require any proprietor who despite being cautioned, persists in the breach of any of these by-laws or additional by-laws, to leave the common property immediately.
- (3) In the event of a breach of any of these by-laws or additional by-laws by a proprietor, he shall at his own cost immediately remedy or make good the breach to the satisfaction of the management corporation.
- (4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these by-laws or additional by-laws by any proprietor, the cost incurred by the management corporation in carrying out the repairs shall become a debt to the management corporation and shall become recoverable that proprietor by the management corporation.
- (5) A proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these by-laws or any additional by-laws.

PART 4

THE COMMON PROPERTY

17. Identification

- (1) The management corporation may require any person on the common property to identify himself for security purposes.

- (2) The management corporation may require any person who refuses to comply with paragraph 17(1) of these by-laws and who is not proprietor to leave the common property or the development area immediately.

18. Fire Fighting Installation Or Equipment

- (1) A proprietor shall not remove or tamper with any fire fighting installation and equipment installed in the building or the common property.
- (2) A proprietor shall not do anything in his parcel or on the common property that is likely to:-
- a. affect the operation of any safety installation, equipment or devices, or reduce the level of fire safety in the building or the common property; or
 - b. create a hazard or danger to any other proprietor in the building or any person lawfully using the common property.
- (3) A proprietor shall not leave unattended any stove, fire or heating appliance that may cause a fire to the building due to overheating of the stove or heating appliance.

19. Notices And Sign

A proprietor shall observe and comply with all notices and signs put up or installed by the management corporation in the common property, and no proprietor shall remove nor deface any of such notices and signs.

20. Prohibition of Obstruction

- (1) All fire escape routes, including but not limited to, the stairways, landings and passageways in the building or the common property shall not be obstructed by the proprietor at any time.

- (2) The management corporation may without prior notice, remove or confiscate any property of a proprietor, including but not limited to, bicycles, potted plants, vases, furniture, trolleys, boxes, goods or objects of any kind whatsoever. The management corporation may put up a notice of any removed or confiscated property which may be claimed by the proprietor within fourteen days from date of the notice subject to payment to the management corporation of a charge not exceeding two hundred ringgit. If a removed or confiscated property is not claimed at the expiry of the period of fourteen days, the management corporation may discard or dispose of such property as it deems fit without any liability to the proprietor.

- (3) No unauthorized activities shall be permitted in the common property. The management corporation may refuse to permit or allow any activity which, in the opinion of the management corporation, may pose a danger or nuisance to other proprietors.

21. Garden, Lawns And Potted Plants

- (1) A proprietor shall not damage any lawn, garden, tree, shrub, plant or flower in the common property.

- (2) A proprietor shall not use any part of the common property for the purpose of his own garden, except with the prior written approval of the management corporation.

- (3) The lawns, garden, tree, shrub, plants and flowers in the common property are for the enjoyment of the proprietors and enhancement of the aesthetic value of the building and no person may remove any plant or vegetation in the common property except with the prior approval from the management corporation.

- (4) Any potted plant or flowers situated in a parcel shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring parcels or the common property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.

- (5) A proprietor shall ensure that any potted plant or flowers or any other solid objects placed, hung or displayed on the perimeter of his parcel shall not fall from the parcel or cause any harm or damage to a proprietor of any other or the common property.

22. Encroachment On Common Property And Other Parcels

- (1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.
- (2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of the management corporation. An approval given by the management corporation shall not authorise any additions to the common property.
- (3) A proprietor may install:-
- a. any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
 - b. any screen or other device to prevent entry of animals or insects into his parcel; or
 - c. any safety structure or device to prevent children from harm;

Provided that such installations shall not encroach on any part of the common property and any locking or safety device, screen, any other device or structure shall be installed by the proprietor in a competent and proper manner and shall have an appearance that will complement the building and shall be in keeping with the appearance of the rest of the building.

- (4) A proprietor shall not leave any of his parcel belongings such as shoes, potted plants and flowers, cabinets, shelves, vehicles, and the like on the common property except with the prior written approval of the management corporation.

23. Furniture, Fixtures And Fittings

- (1) Any furniture on the common property, including tables, chairs, settees, benches and deck chairs are provided for the enjoyment and comfort of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person and shall not be removed or altered by any proprietor without the permission of the management corporation.
- (2) All fixtures and fittings, devices, equipment and installation on the common property, including trolleys, light fittings, timers, door closers, card readers, CCTV cameras, smoke detectors, fire extinguishers, hose reels and nozzles, break glass alarms, safety railings and refuse bins, are provided for the safety and convenience of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person.

24. Children Playing On Common Property

In building used for residential or dwelling purpose a proprietor shall take all reasonable steps to ensure that any child of whom he has control, when playing on the common property or any of the facilities thereon, shall not cause any harm to themselves or cause any vandalism or damage to the common property or create any noise or nuisance likely to interfere with the peaceful enjoyment of the other proprietors.

PART 5

VEHICLES

25. Vehicles

- (1) Every vehicle shall be properly parked in the designed parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improperly parked vehicle may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and such a case:-
 - a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and with towing cost and holding charge actually incurred by the management corporation; and
 - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

- (2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case:-
 - a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by the management corporation; and
 - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.
- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.
- (5) Any person using car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

PART 6

DISPOSAL OF SOLID WASTE

26. Solid Waste Disposal

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.
- (6) A proprietor shall not:-
 - a. dispose his refuse into sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
 - b. allow any object, refuse or rubbish or any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;

- c. deposit or throw or let fall onto another parcel on the common property, any rubbish, dirt, dust or discarded item or material;
- d. dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
- e. throw live cigarette butts into any refuse receptacle.

PART 7

RENOVATIONS

27. Renovation Works And Repairs

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from appropriate authority.
- (2) In giving for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovation works and may require that the renovation works be completed within a certain time.
- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, send a copy of the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall deemed rescinded forthwith.
- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.

- (5) Renovation waste or refuse shall not be discarded by a proprietor of his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor of his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.
- (6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damage is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.

- (10) A proprietor shall ensure that any renovation or repair works in his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

28. Restriction in Renovation Works

- (1) Unless prior approval in writing has been obtained from the appropriate authority and the management corporation, a proprietor shall not:-
- a. construct another floor level to his parcel (e.g. to split the level of any portion of the existing floor in the parcel by adding platforms);
 - b. relocate any external door or window of his parcel;
 - c. remove or make changes to any building safety feature in his parcel and notwithstanding such approvals, the proprietor shall indemnify and keep indemnified the management corporation against any liability which may be incurred or suffered as a result of such removal;
 - d. shift any plumbing and sewerage system in a parcel;
 - e. change or upgrade the whole electrical system in a parcel; or
 - f. illegally connect or tap electricity supply.
- (2) In carrying out any renovation works or repairs to his parcel, a proprietor shall not:-
- a. exceed the maximum permissible limit on the drilling or hacking of the shear wall for rewiring of electrical points;
 - b. exceed the maximum permissible floor loading; and
 - c. remove or strip any building joint sealant in his parcel or any part of the common property;
- (3) A proprietor shall not tap water or electricity supply from the common property unless prior approval in writing is given by the management corporation.

29. Other Prohibitions

- (1) Hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300mm of any concealed or embedded pipes electrical conduits. A proprietor shall ensure that all contractors are required to use a metal detector before any hacking or drilling of such walls, or punching of nails or screws into walls. The proprietor shall ensure that the contractors are also required to check the as-built building plans and drawings kept at the office of the management corporation.

- (2) A proprietor shall not cause or permit any fitting or fixture or any alteration or change to be made to the exterior of his parcel that will affect or change the appearance of the common property or building façade or encroach onto any part of the common property without the prior written approval of the management corporation. Building façade shall include external windows, balconies, terraces, common areas, open areas and all other visible parts of the building which constitute or from part off the exterior appearance of the building.
- (3) A proprietor shall not install any television/radio antenna or disc on the rooftop or any external part of the building without the written consent of the management corporation.
- (4) Save and except for air-conditioning condensers which are already installed, the installation of outdoor air conditioning condensers shall be positioned at the designated area approved by the management corporation. The mounting of any air- conditioning condenser on any other exterior areas of the building is strictly prohibited. All exposed pipes are to be laid in suitable conduits/ducts and to be painted according to the colour of the exterior building façade. The outlet of the discharge pipe shall be placed at the nearest floor trap provided at the approved designated area or connected to a common designated discharge pipe, as the case may be. A proprietor shall ensure that his contractor installs all air-conditioning units according to the standard specification and such air-conditioner units shall not cause vibration, annoyance and discomfort to other occupiers.

PART 8

DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

30. Power Of Management Corporation To Take Proceedings As Agent For Proprietors In Case Of Defects To Parcels

Where:-

- (1) the condition of any parcel in the development area affects or is likely affect the support or shelter provided by that parcel for another parcel in the same building or the common property, or causes or its likely to cause damage or destruction to another or any property therein in the same building or the common property; and

- (2) the proprietor of the parcel in that condition has neglected or refused within a reasonable time of two written notifications of at least fourteen days each from the management corporation to take such action as is necessary to have that condition rectified;

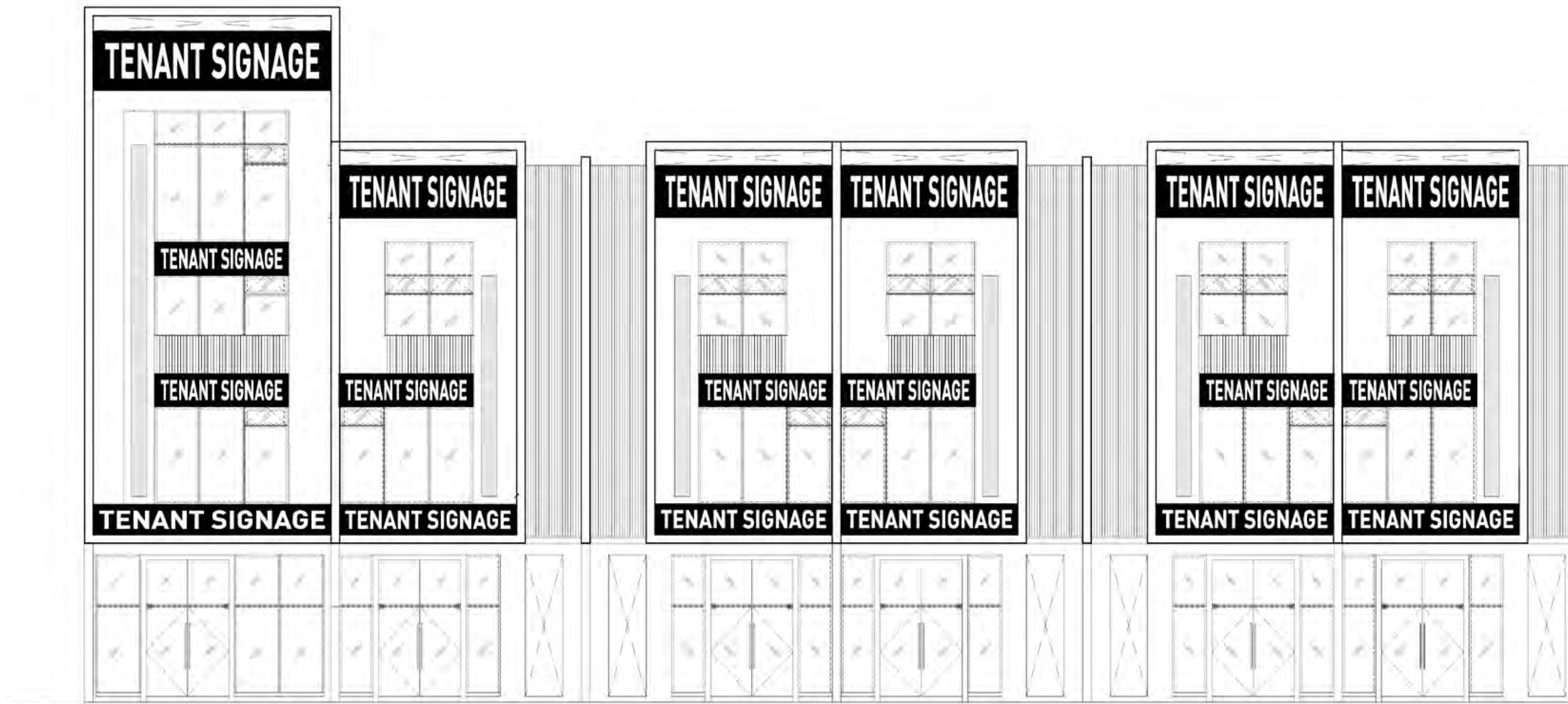
the management corporation may as agent for the proprietor of the parcel in that condition take such actions and proceedings as are necessary to have that condition rectified and the management corporation may recover the cost and expenses of such actions and proceedings from the proprietor of the parcel in that condition as a debt due to the management corporation.

Annexure B

Signage & Ad Panel Guideline

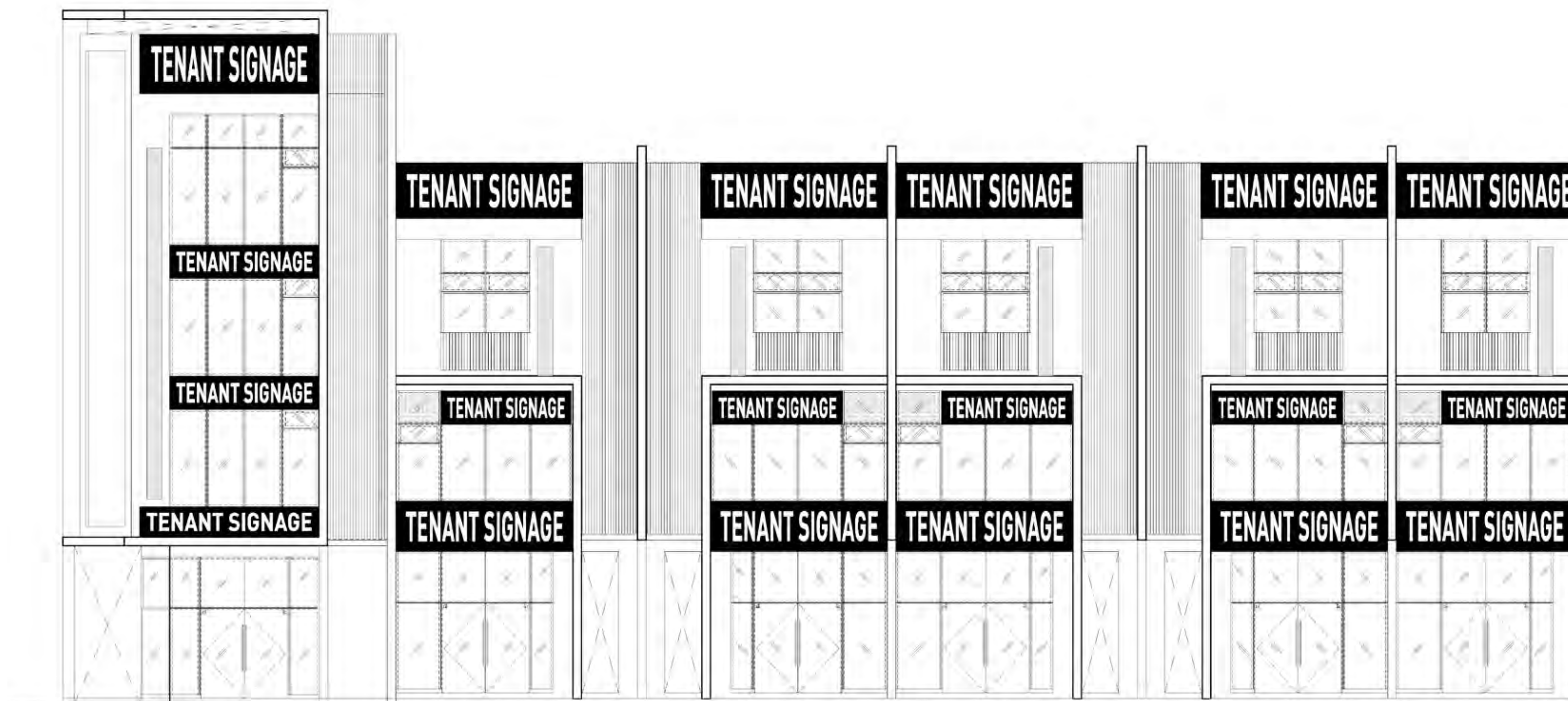
Shop Offices

Business Street



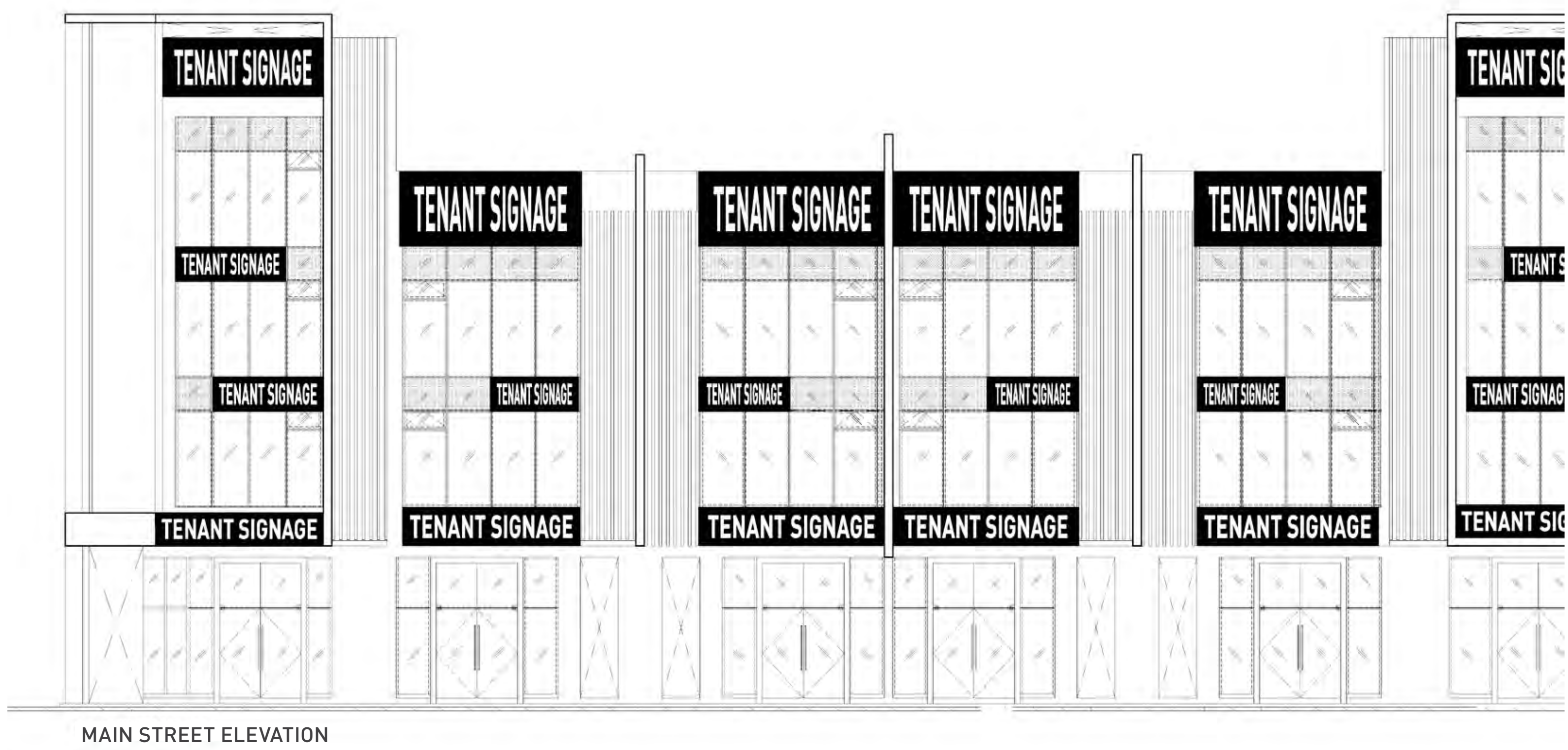
BUSINESS STREET ELEVATION

High Street



HIGH STREET ELEVATION

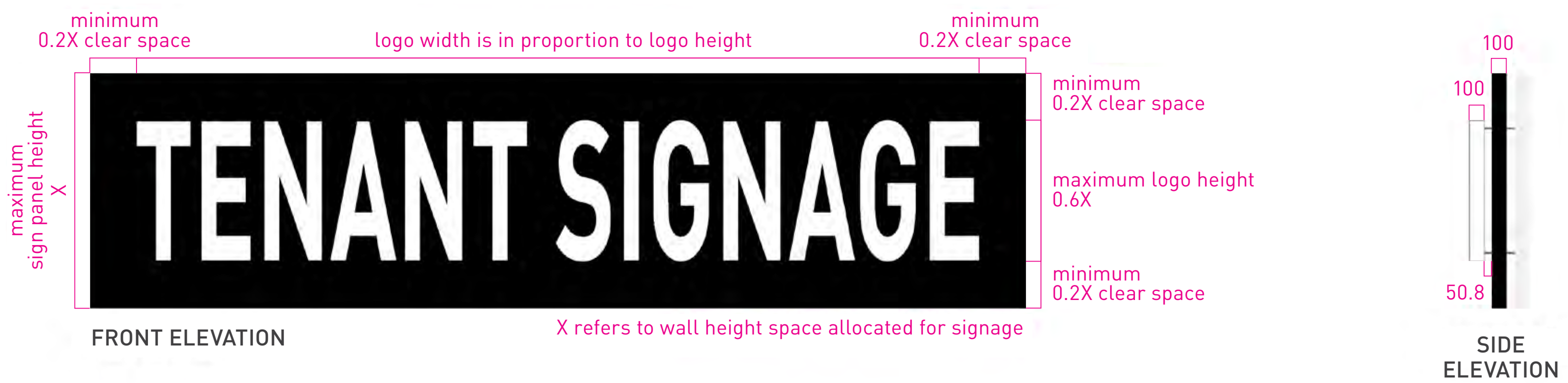
Main Street



MAIN STREET ELEVATION

Tenant's Facade Signage Material & Specifications

Type A



FRONT ELEVATION

SIDE ELEVATION

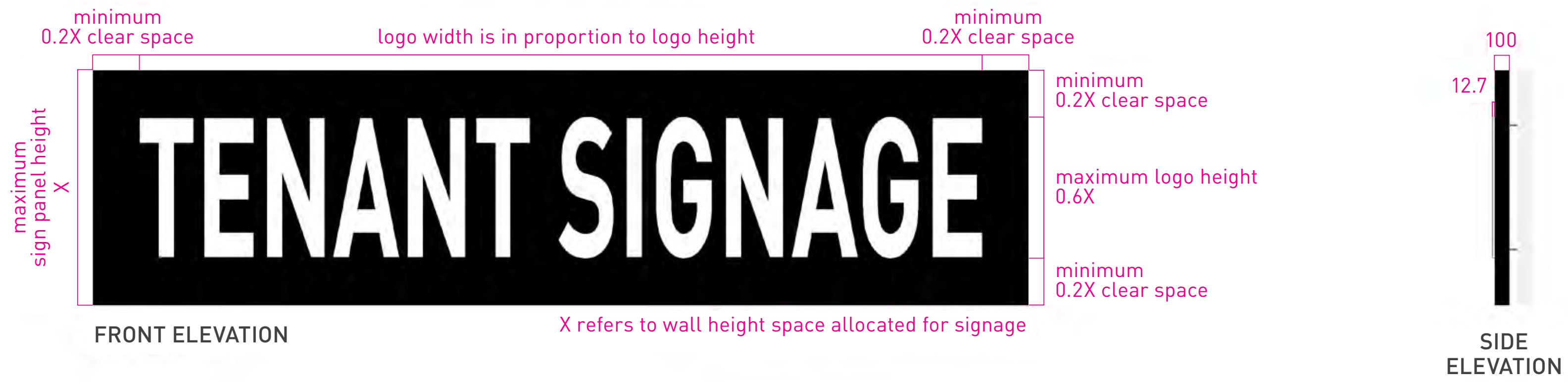


NIGHT VIEW

TYPE A
Boxed-up channel logo or letterings to be 3mm thick aluminium spray-painted with 3 coats of primer and 2K paint to match tenant's logo colours in satin finish. Channel logo to be pin-mounted onto a composite panel backing. Sign is halo-lit with concealed LED lighting.

Backing panel to be aluminium composite panel spray-painted to match tenant's preferred colour mounted to the wall.

Type B



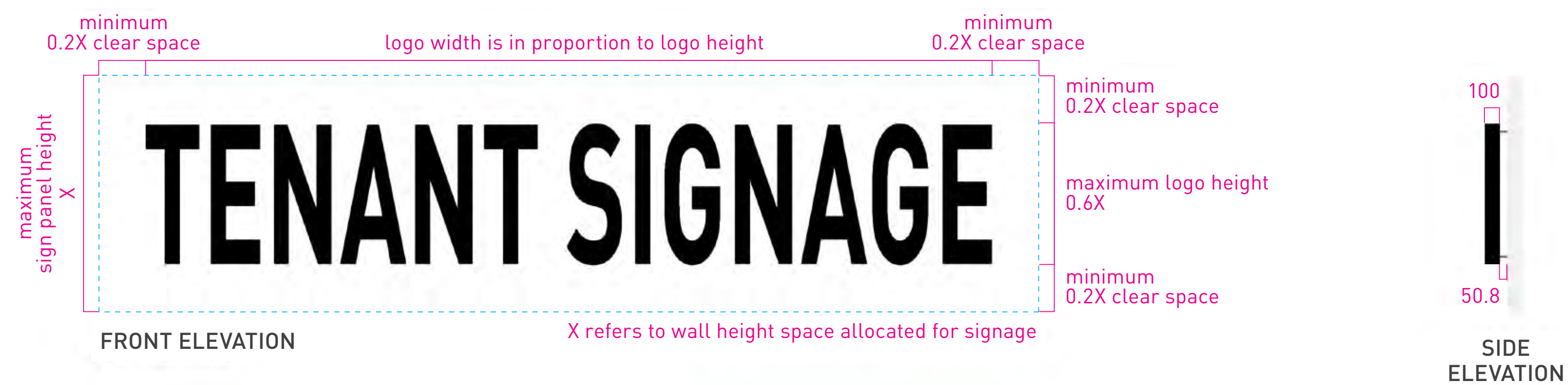
NIGHT VIEW

TYPE B

Tenants logo or letterings to be push-through clear acrylic with 12.7mm reveal. 3M external translucent film matching tenant's logo colours to be adhered onto sign face. Sign is front illuminated with concealed LED lighting.

Backing panel to be aluminium composite panel spray-painted to match tenant's preferred colour mounted to the wall.

Type C



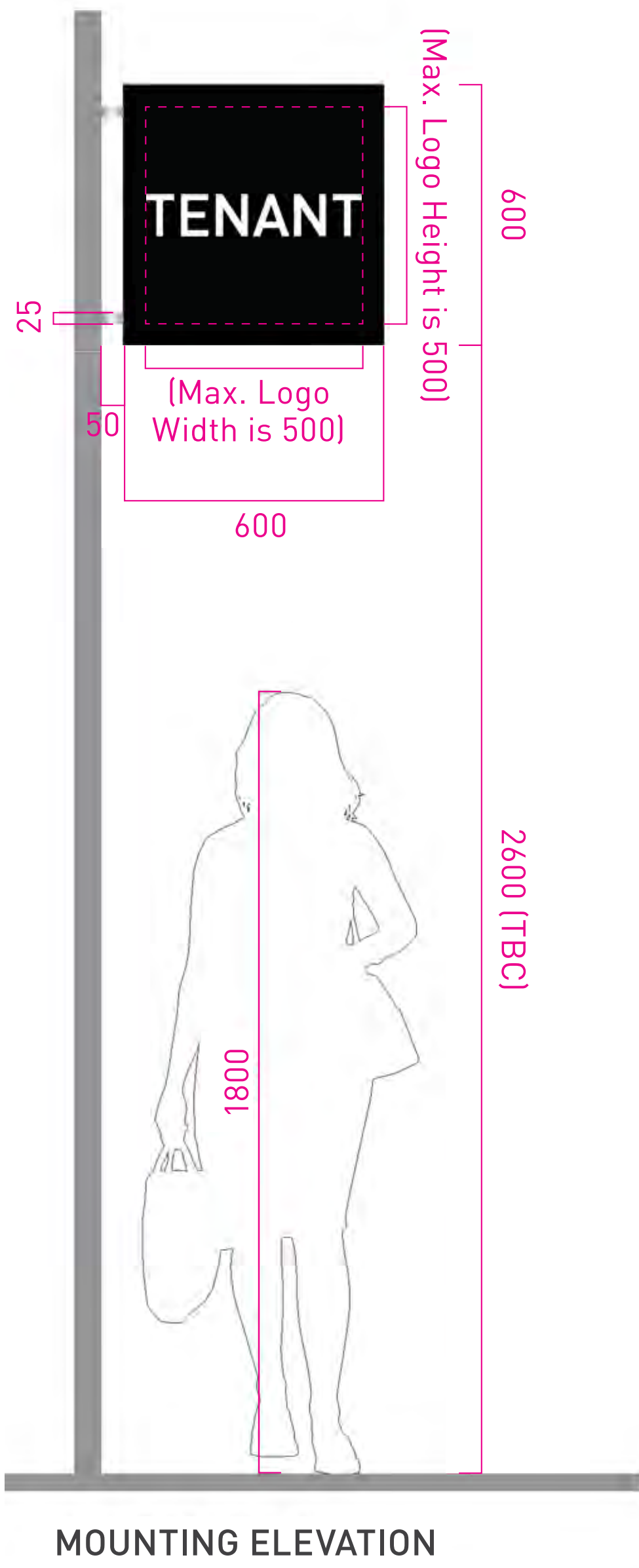
NIGHT VIEW

TYPE C

Boxed-up channel logo or letterings to be 3mm thick aluminium spray-painted with 3 coats of primer and 2K paint to match tenant's logo colours in satin finish. Sign is either halo-lit or front illuminated with concealed LED lighting.

Sign to be mounted directly onto wall.

Type D

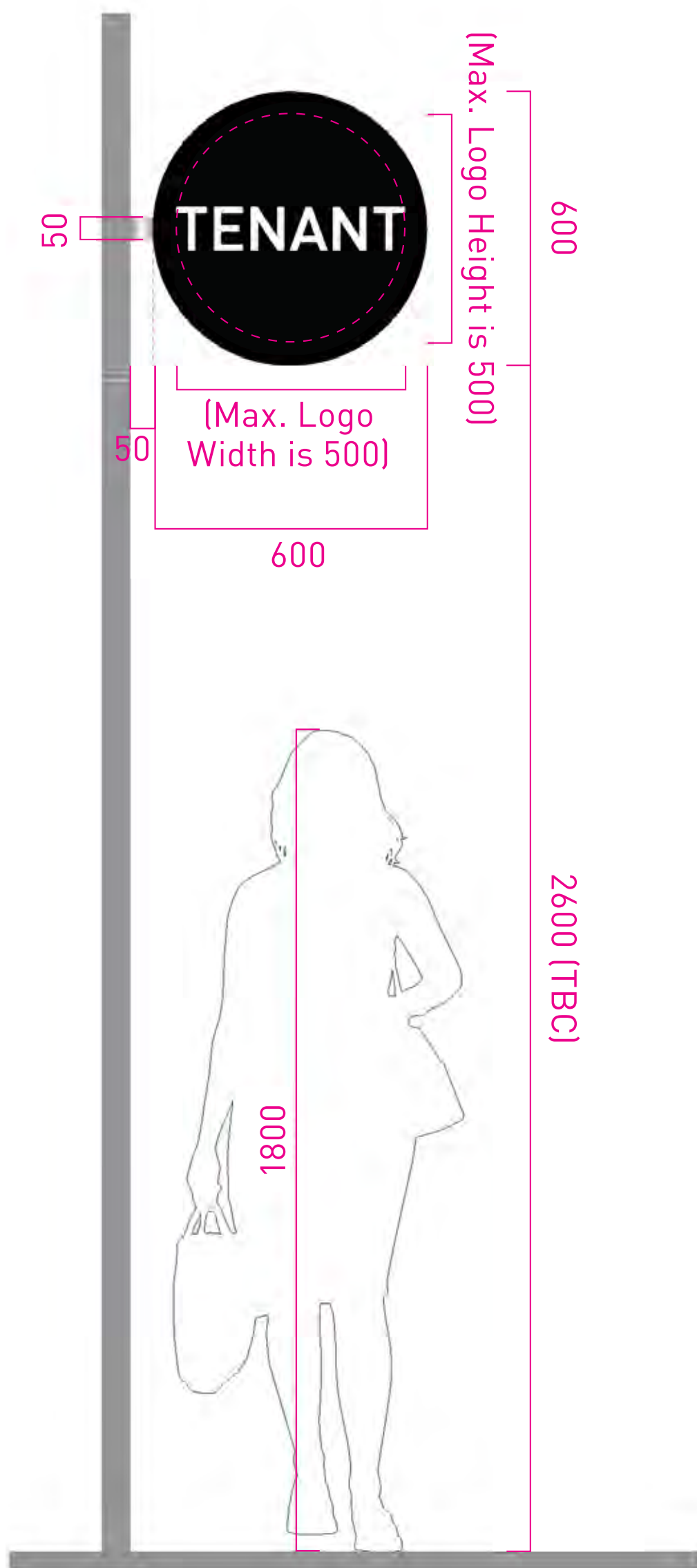


Panel to be 3mm thick box-up aluminium casing spray-painted with 3 coats of primer and 2K paint to match specified colour in satin finish. Sign to be bolted to the wall with concealed screws and bolts.

Logo or letterings to be push through acrylic letters with 12.7mm reveal spray-painted to atch specified colour in satin finish.



Type D



MOUNTING ELEVATION



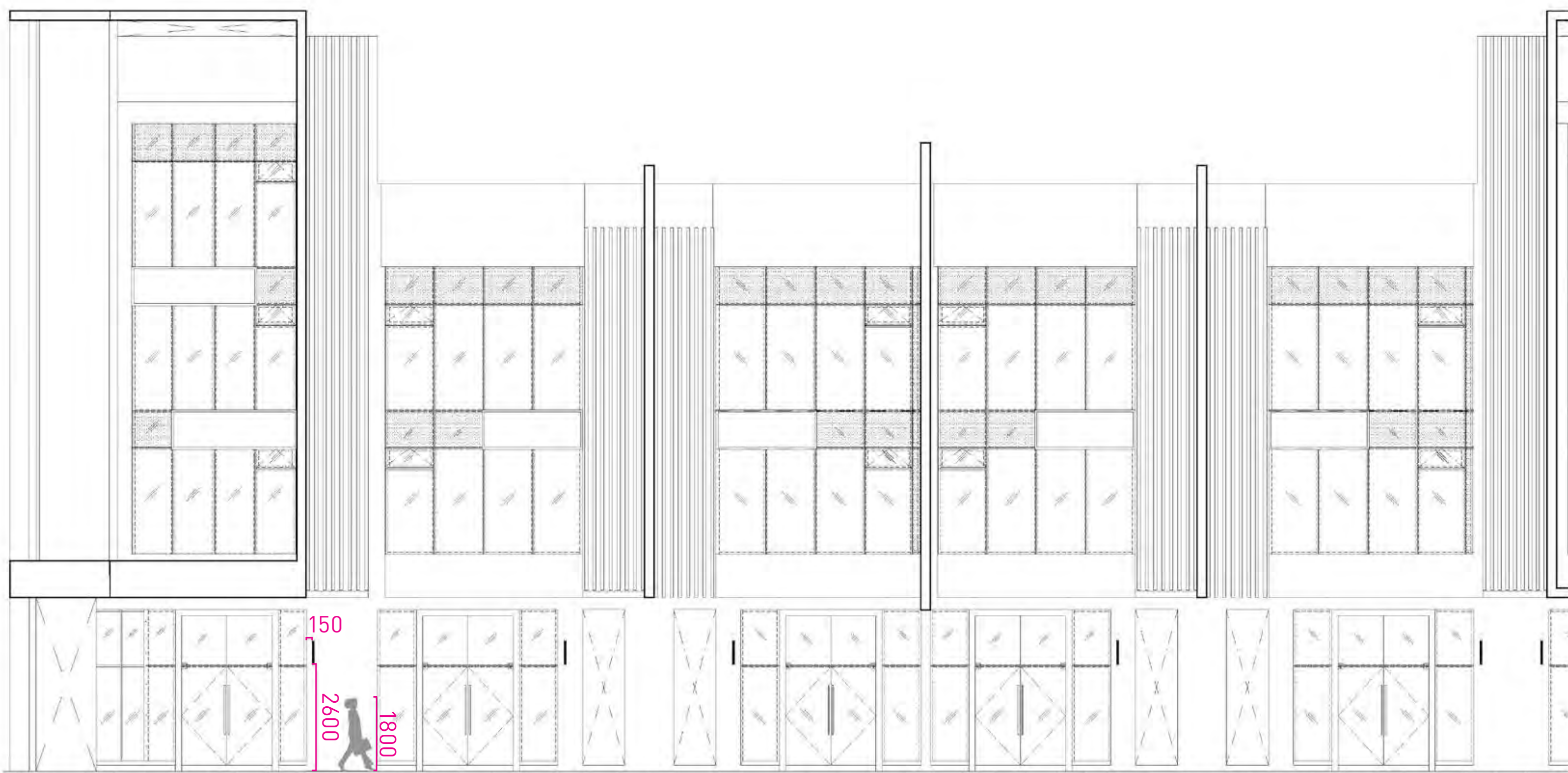
SIDE VIEW

Panel to be 3mm thick box-up aluminium casing spray-painted with 3 coats of primer and 2K paint to match specified colour in satin finish. Sign to be bolted to the wall with concealed screws and bolts.

Logo or letterings to be push through acrylic letters with 12.7mm reveal spray-painted to atch specified colour in satin finish.



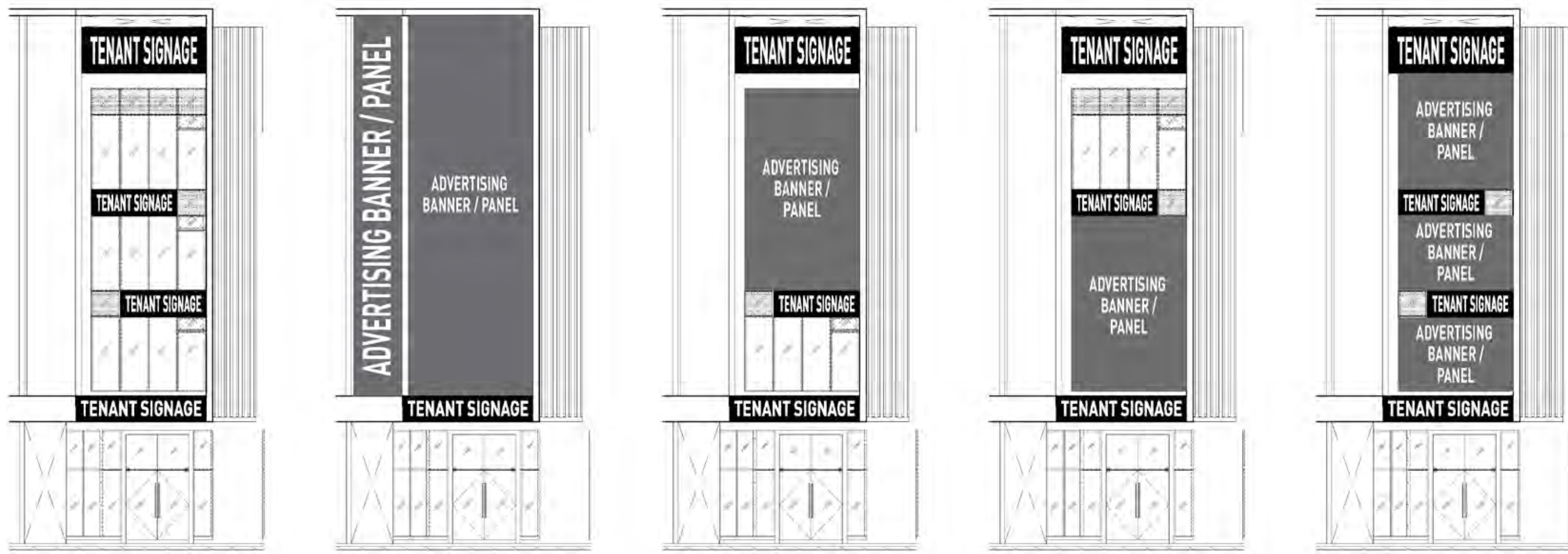
PERSPECTIVE VIEW



MOUNTING ELEVATION

Tenant's Facade Signage & Advertising Position

Main Street Corner Unit



WITHOUT ADVERTISING (CORNER UNIT)

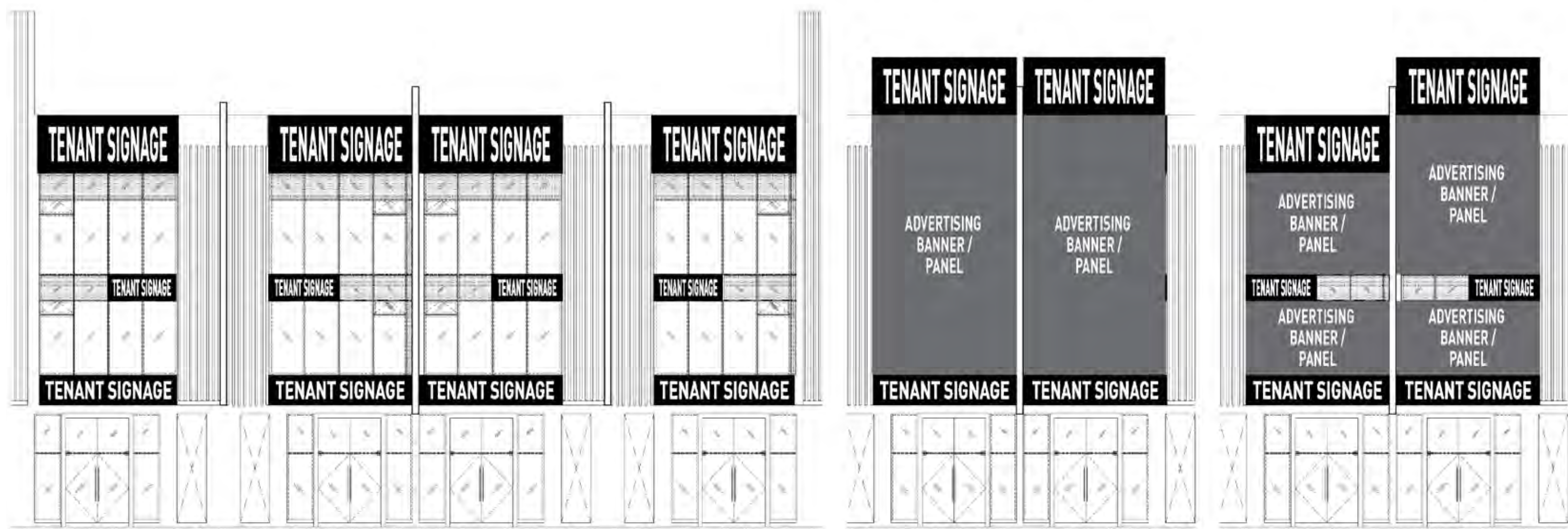
FULL STOREY ADVERTISING (CORNER UNIT)

DOUBLE STOREY (TOP) ADVERTISING (CORNER UNIT)

DOUBLE STOREY (BOTTOM) ADVERTISING (CORNER UNIT)

SINGLE STOREY ADVERTISING (CORNER UNIT)

Main Street Intermediate Unit



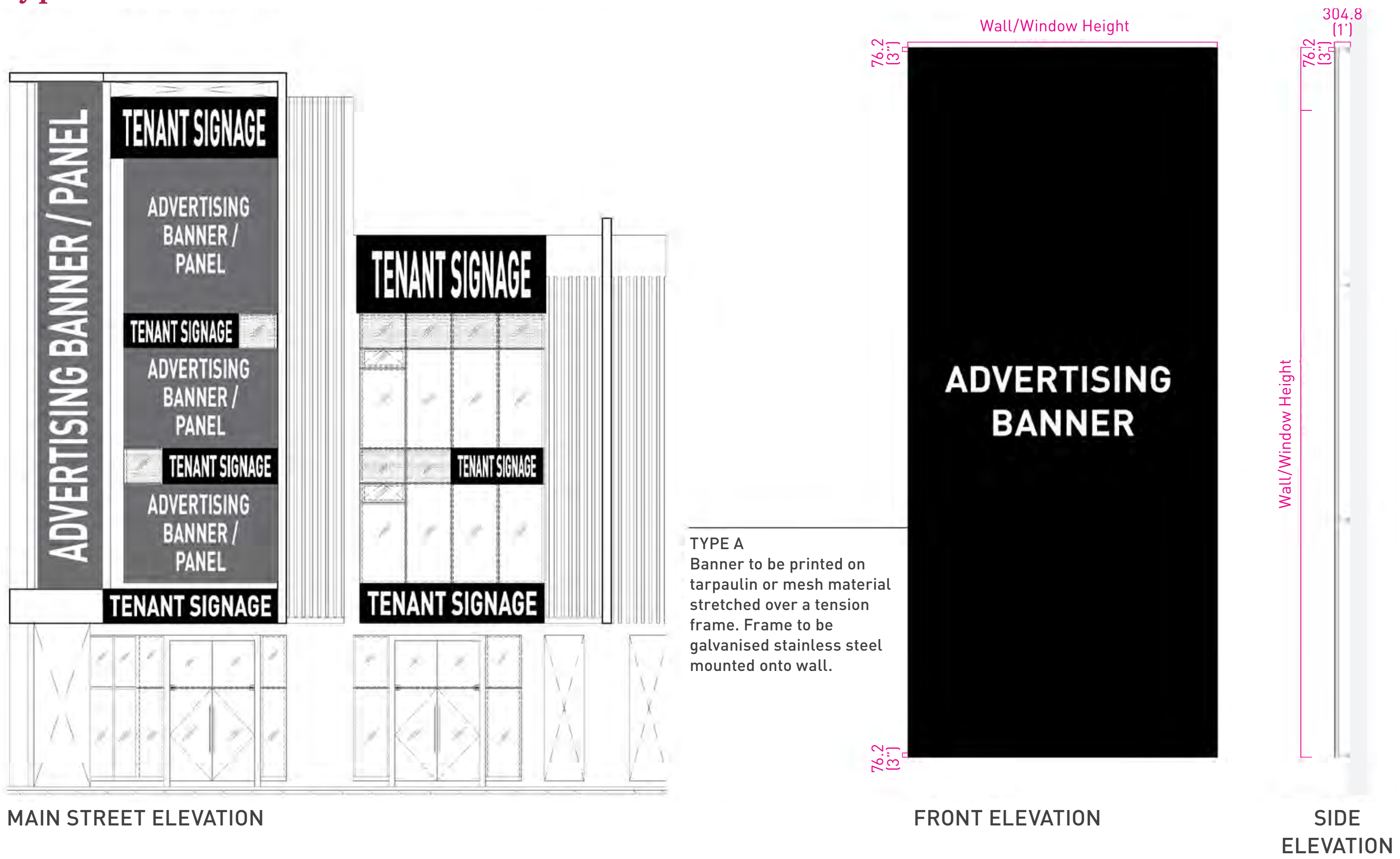
WITHOUT ADVERTISING (INTERMEDIATE UNIT)

FULL STOREY ADVERTISING (INTERMEDIATE UNIT)

SINGLE STOREY ADVERTISING (INTERMEDIATE UNIT)

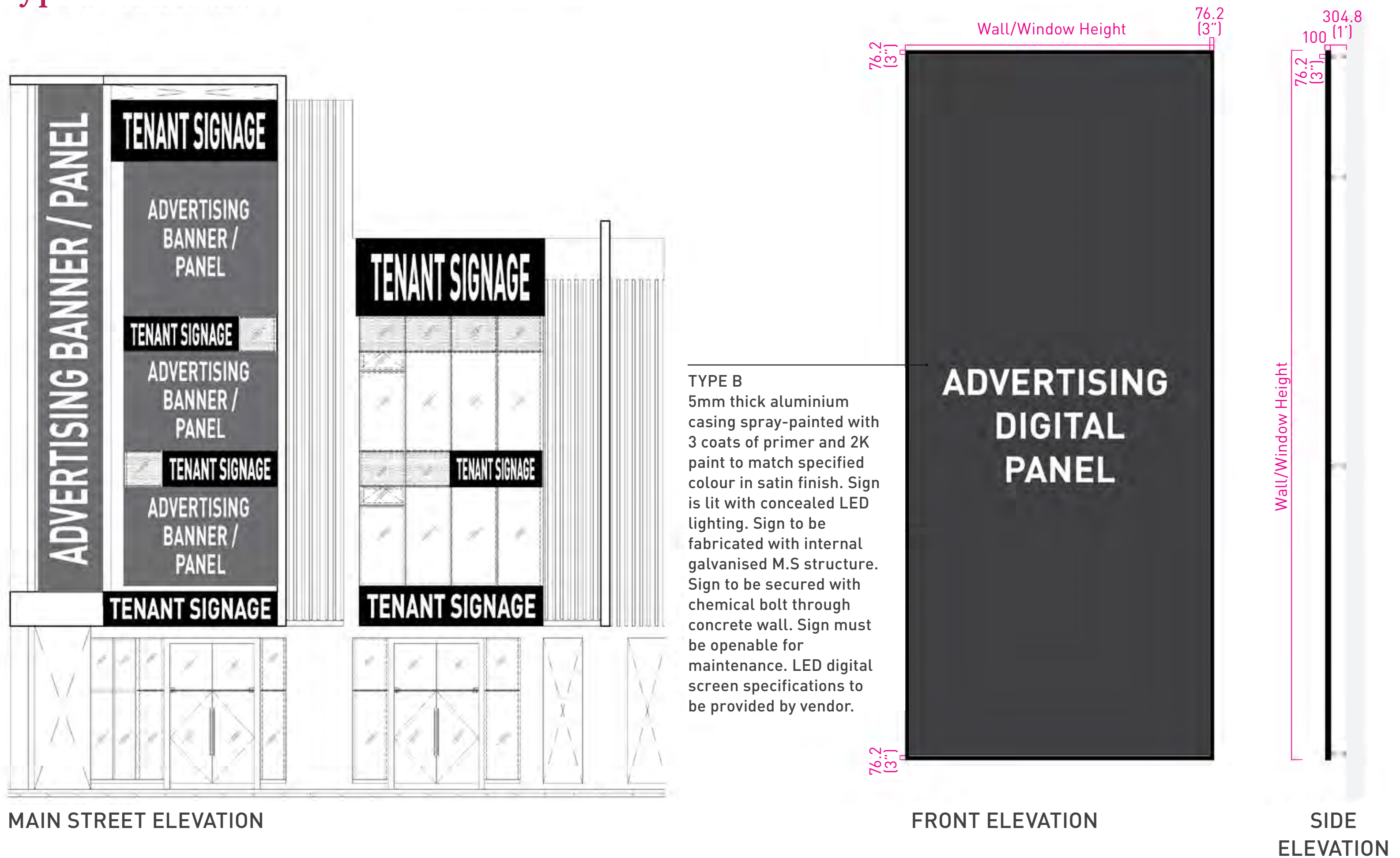
Advertising on Facade (High Tension Banner)

Type A



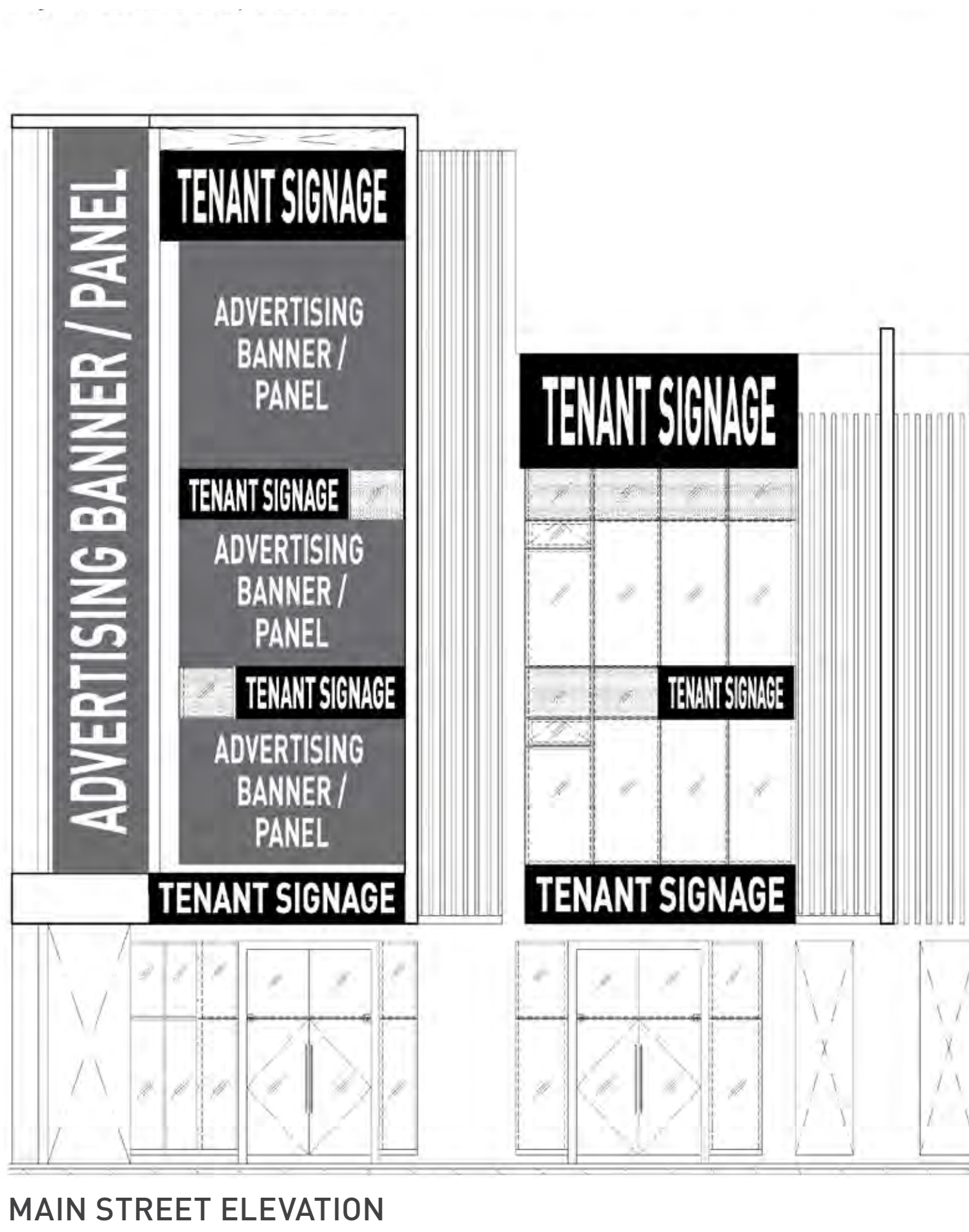
Advertising on Facade (Digital Panel)

Type B

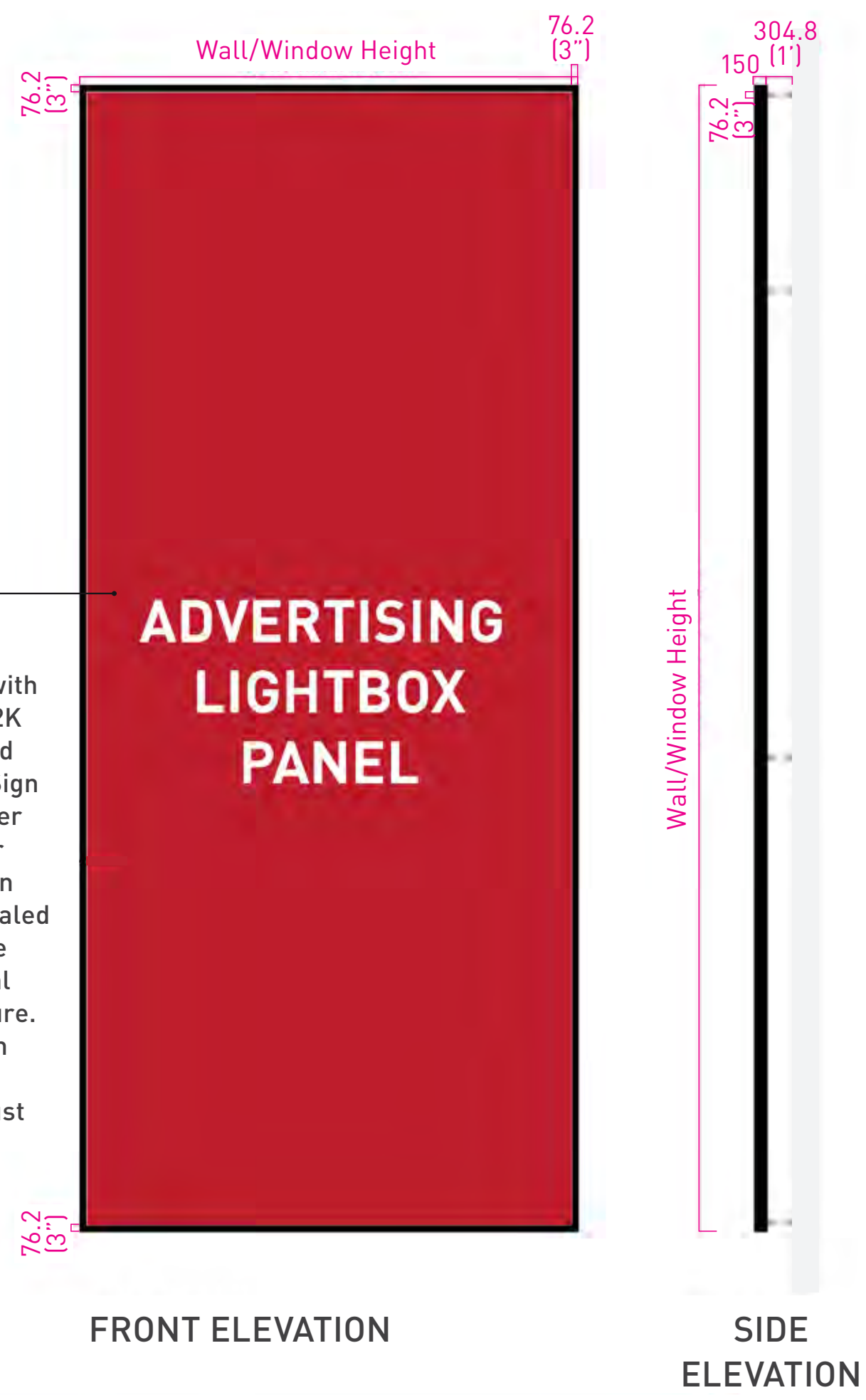


Advertising on Facade (Lightbox Panel)

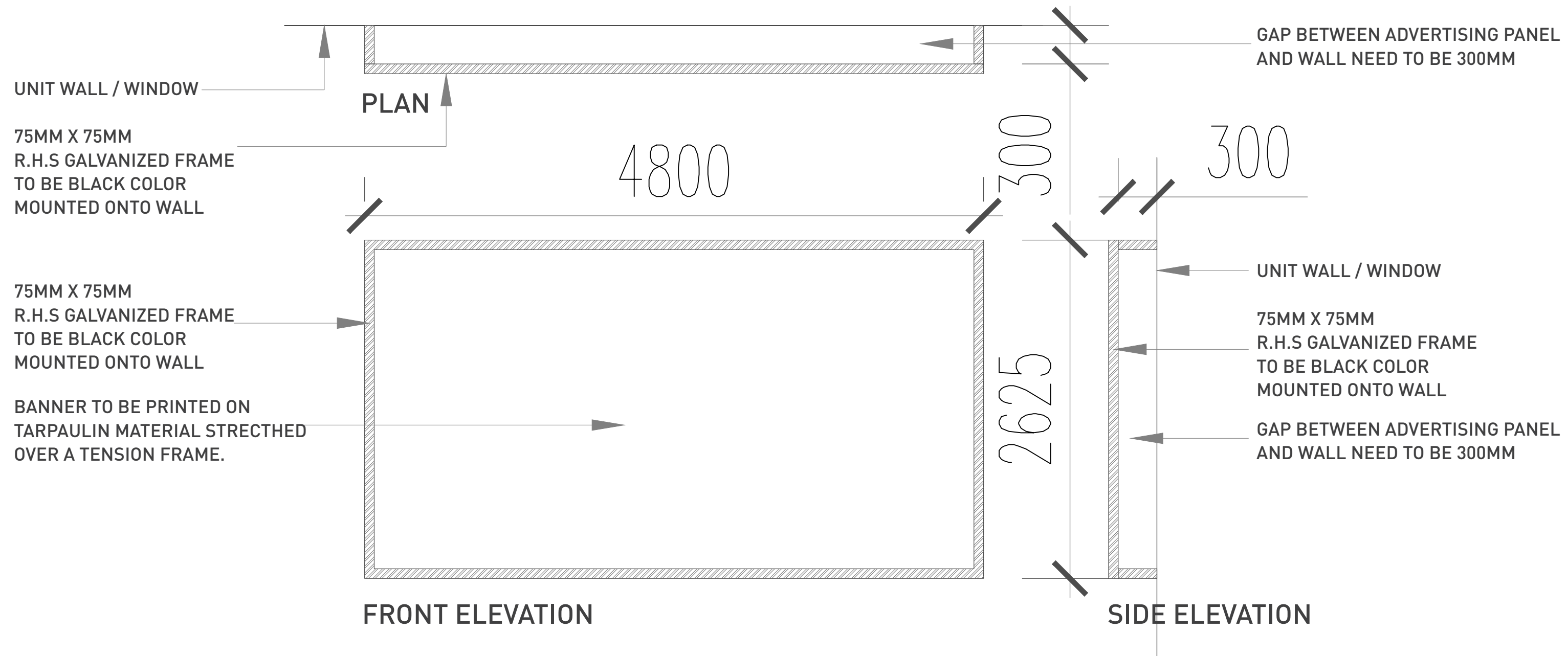
Type C



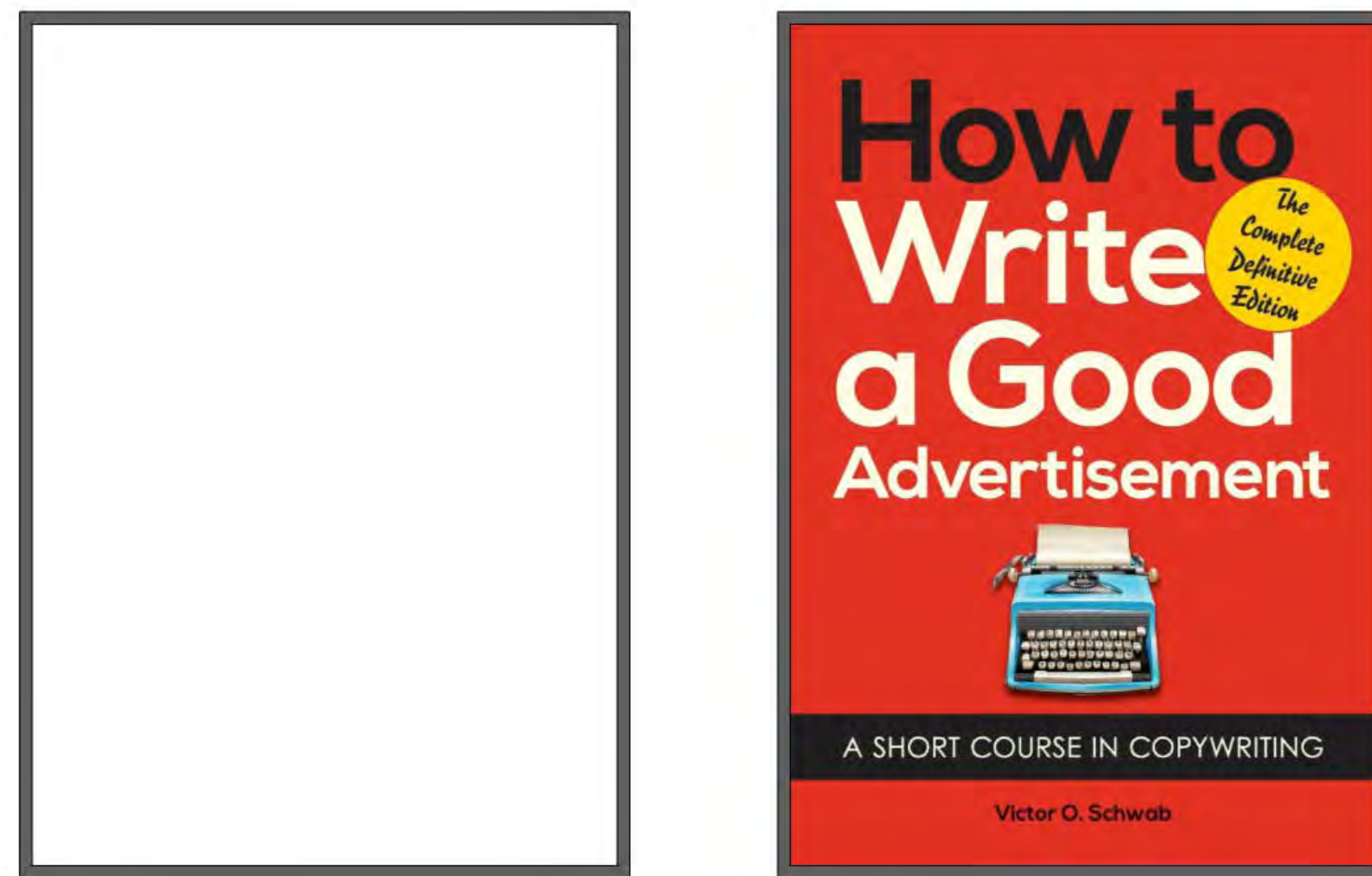
TYPE C
 5mm thick aluminium casing spray-painted with 3 coats of primer and 2K paint to match specified colour in satin finish. Sign is a lightbox using either white polycarbonate or high impact acrylic from illuminated with concealed LED lighting. Sign to be fabricated with internal galvanised M.S structure. Sign to be secured with chemical bolt through concrete wall. Sign must be openable for maintenance.



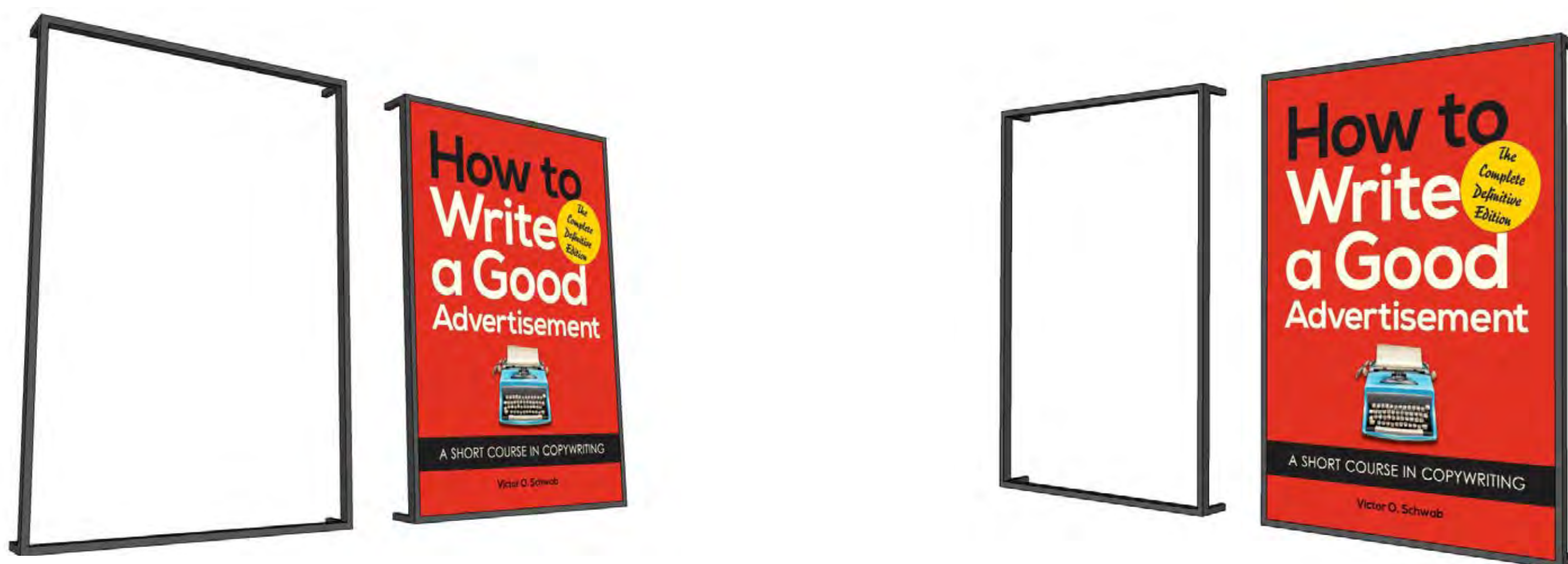
Facade Ad Frame Guideline



NOTE:
ALL ADVERTISING / BANNER / PANEL SIZE NEED TO REFER TO THE GUIDELINES AND OBTAIN THE NECESSARY APPROVALS. THIS DRAWING SHOWS THE ADVERTISING FRAME SAMPLE ONLY. YOU ARE REQUIRED TO OBTAIN THE DETAILS AND ADVICE FROM YOUR ENGINEER OR CONTRACTOR.



FRONT ELEVATION



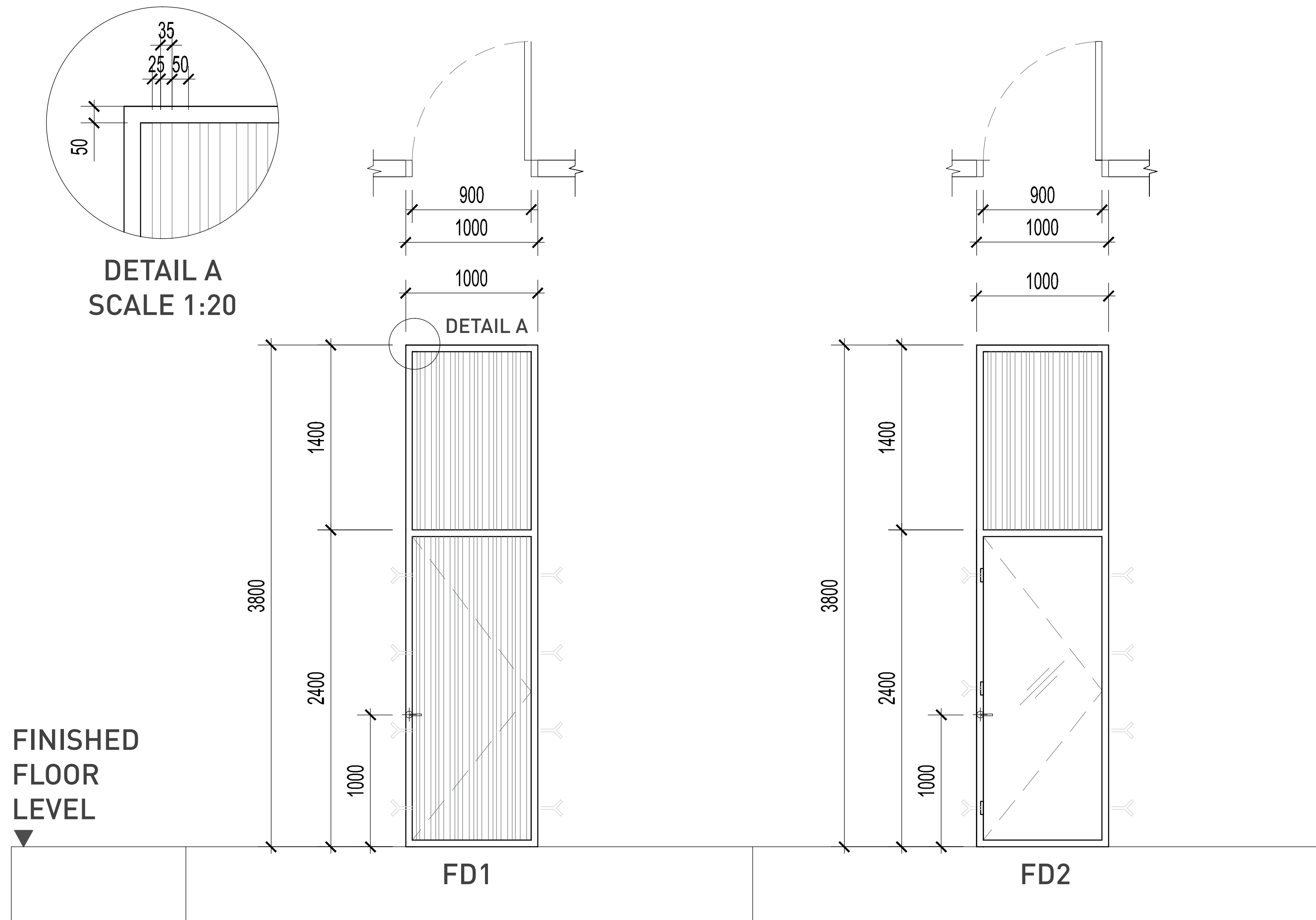
PERSPECTIVE 1

PERSPECTIVE 2

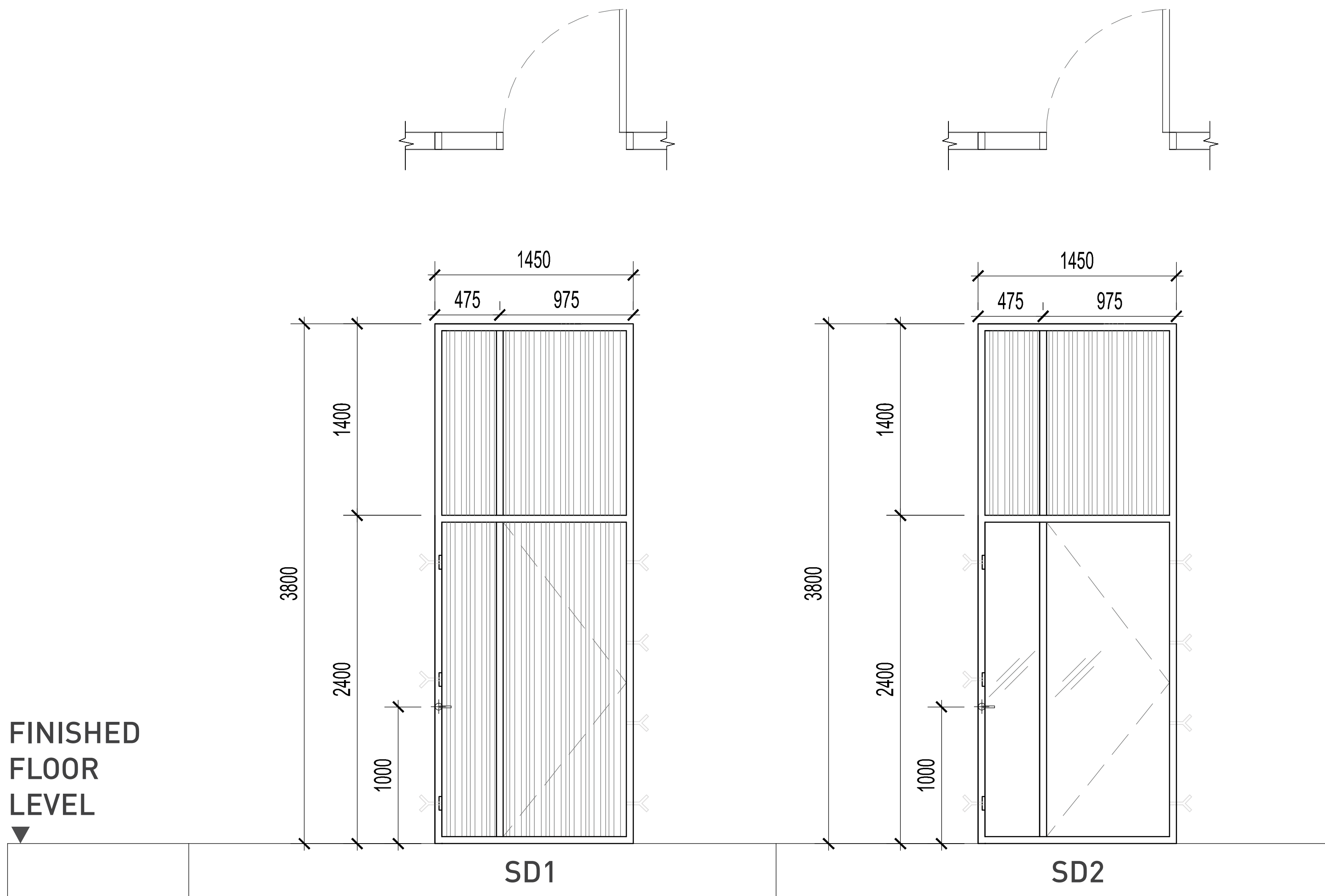
Annexure C

Facade Guideline

i) Front & Side Staircase Entrance

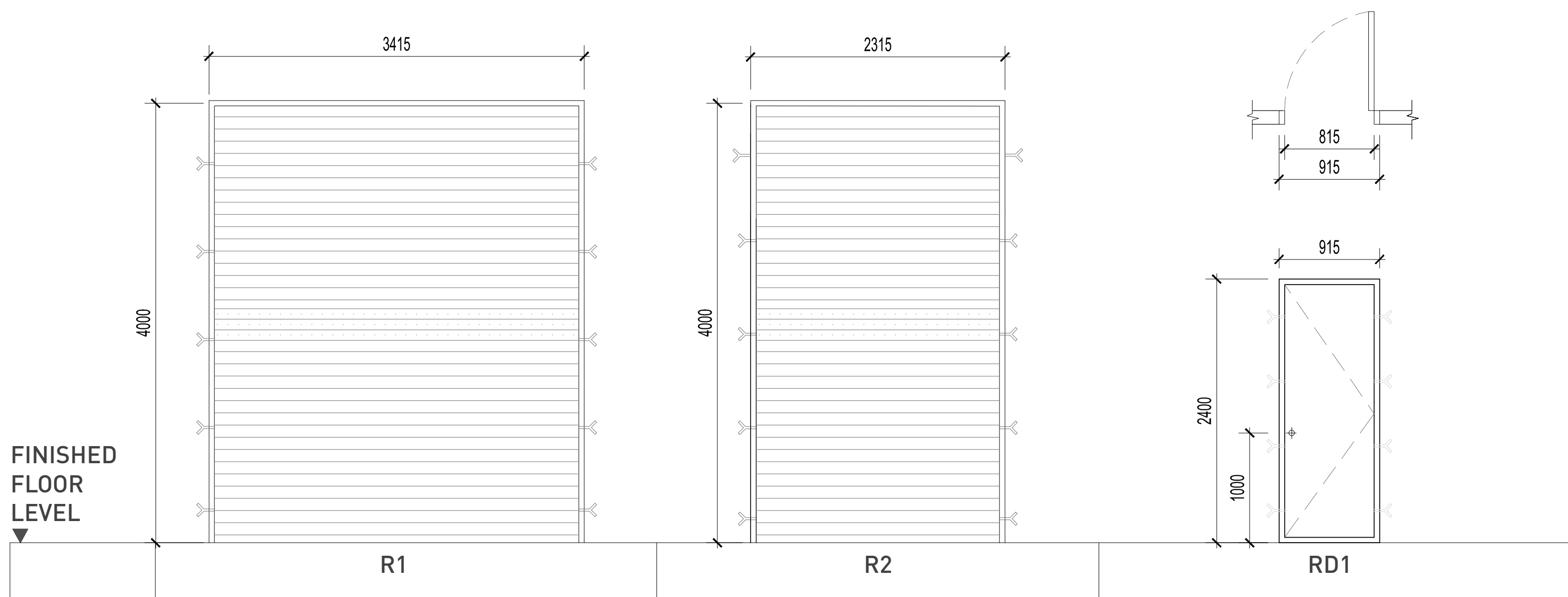


Option	A	B
Tag	FD1	FD2
Type	M.S. Door to MFR's Detail	Single Leaf 12mm Thk. Tempered Glass Door c/w Lever Handle; w/ Fixed M.S. Panel on Top
Overall Size	1000 (W) x 3800 (H)	1000 (W) x 3800 (H)
Frame	50 (W) x 125 (D) M.S. Frame, Pre-painted	50 (W) x 125 (D) Powdercoated Matte Black Alum Frame
Glazing	-	12mm Glass
Ironmongery	Door Lever Handle to Management's Approval	Door Lever Handle to Management's Approval
Finishes	Painted Finish (Black)	All Alum to be Powdercoated Matte Black; All Glass to be 30% Tinted
Location	Intermediate Unit - Ground Floor Stair Entrance	Intermediate Unit - Ground Floor Stair Entrance
Remarks	-	-



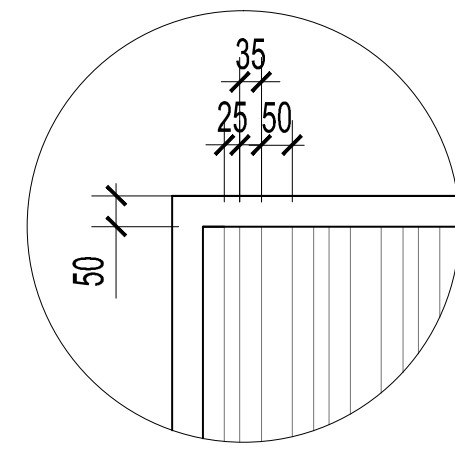
Option	A	B
Tag	SD1	SD2
Type	M.S. Door to MFR's Detail	Single Leaf 12mm Thk. Tempered Glass Door c/w Lever Handle; w/ Fixed M.S. Panel on Top
Overall Size	1450 (W) x 3800 (H)	1450 (W) x 3800 (H)
Frame	50 (W) x 125 (D) M.S. Frame, Pre-painted	50 (W) x 125 (D) Powdercoated Matte Black Alum Frame
Glazing	-	12mm Glass
Ironmongery	Door Lever Handle to Management's Approval	Door Lever Handle to Management's Approval
Finishes	Painted Finish (Black)	All Alum to be Powdercoated Matte Black; All Glass to be 30% Tinted
Location	Corner Unit - Ground Floor Side Entrance	Corner Unit - Ground Floor Side Entrance
Remarks	-	-

ii) Roller Shutter & Door for Rear Elevation

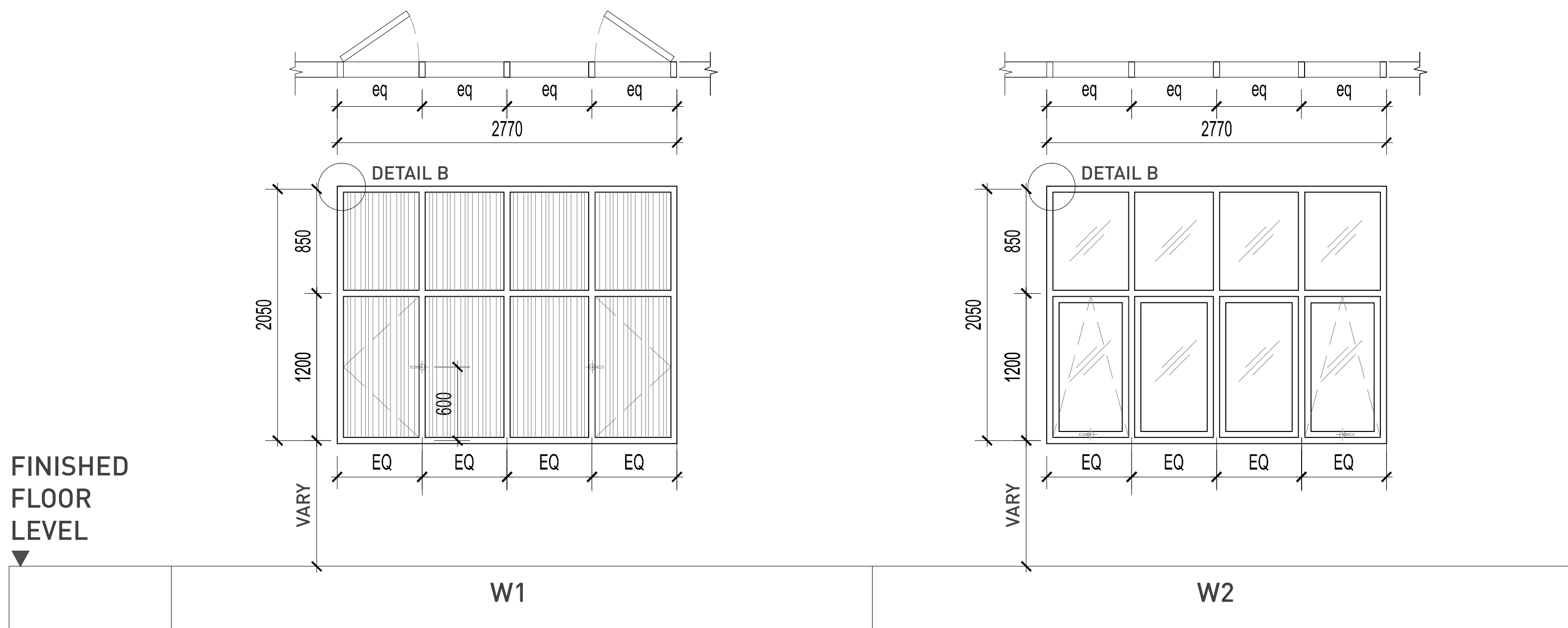


Option	A	B	
Tag	R1	R2	RD1
Type	Roller Shutter to MFR's Detail	Roller Shutter to MFR's Detail	M.S. Door to MFR's Detail
Overall Size	3415 (W) x 4000 (H)	2315 (W) x 4000 (H)	915 (W) x 2400 (H)
Frame	-	-	50 (W) x 125 (D) M.S. Frame, Pre-painted
Glazing	-	-	-
Ironmongery	Handle to Management's Approval	Handle to Management's Approval	Handle to Management's Approval
Finishes	Dark Grey	Dark Grey	Painted Finish
Location	Rear Entrance, Ground Floor	Rear Entrance, Ground Floor	Rear Entrance
Remarks	-	-	-

iii) Window or Grille for Rear Elevation



DETAIL B
SCALE 1:20

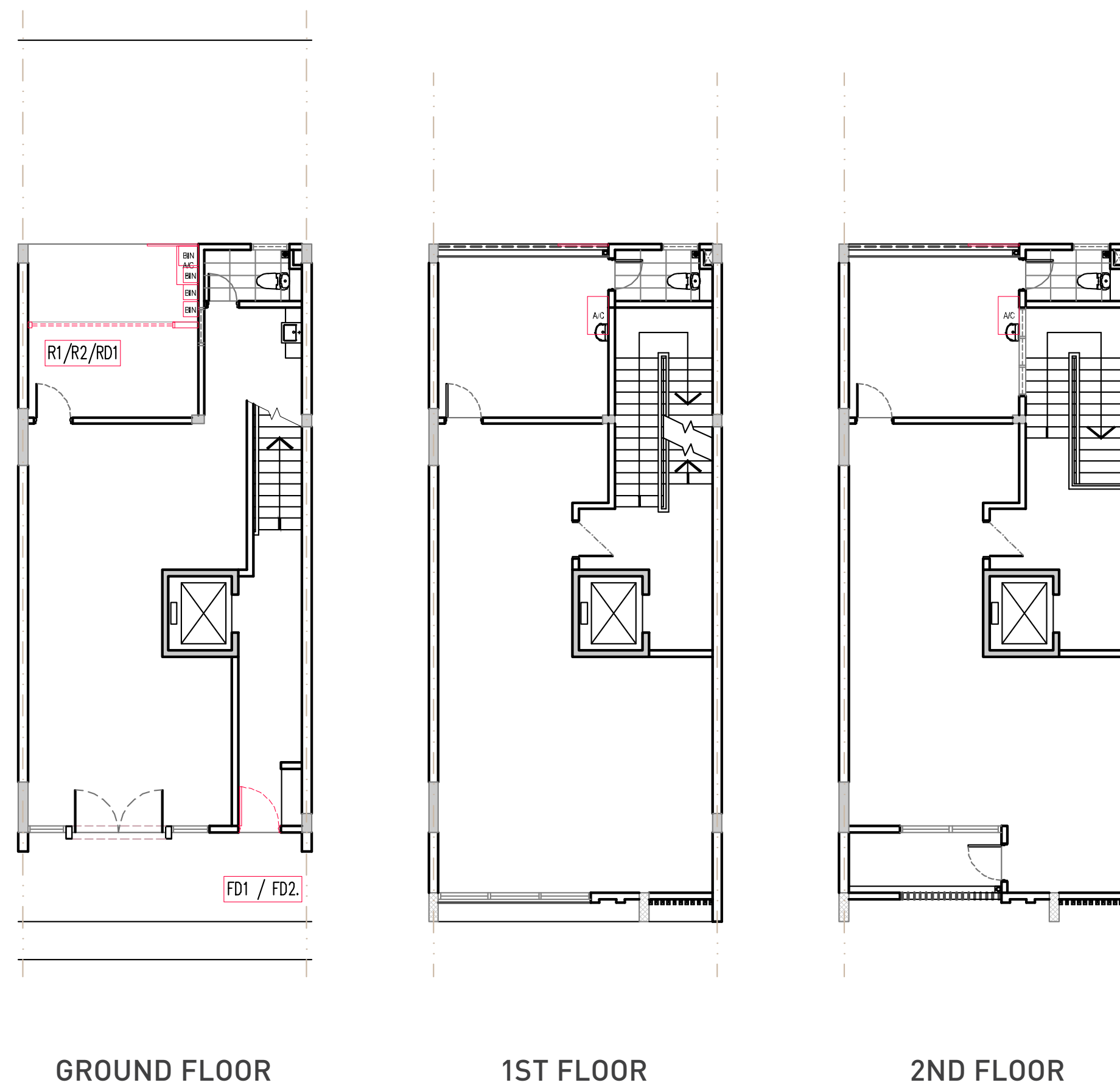


Option	A	B
Tag	W1	W2
Type	M.S. Plate Louvered Window c/w Lockable Handle w/ Fixed M.S. Panel on Top	Tinted Glass Window c/w Lockable Handle w/ Fixed Glass Panel on Top
Overall Size	2770 (W) x 2050 (H)	2770 (W) x 2050 (H)
Frame	50 (W) x 125 (D) MS Frame, Pre-painted	50 (W) x 125 (D) Powdercoated Matte Black Alum Frame
Glazing	-	12mm Glass
Ironmongery	Handle to Management's Approval	Handle to Management's Approval
Finishes	Painted Finish (Black)	All Alum to be Powdercoated Matte Black; All Glass to be 30% Tinted
Location	Rear Elevation, 1st, 2nd & 3rd Floor	Rear Elevation, 1st, 2nd & 3rd Floor
Remarks	-	-

Annexure D

Air Condition Compressor Guideline, Fins, Grille, Window & Bin Location (Business Street)

Type A (2 Options)

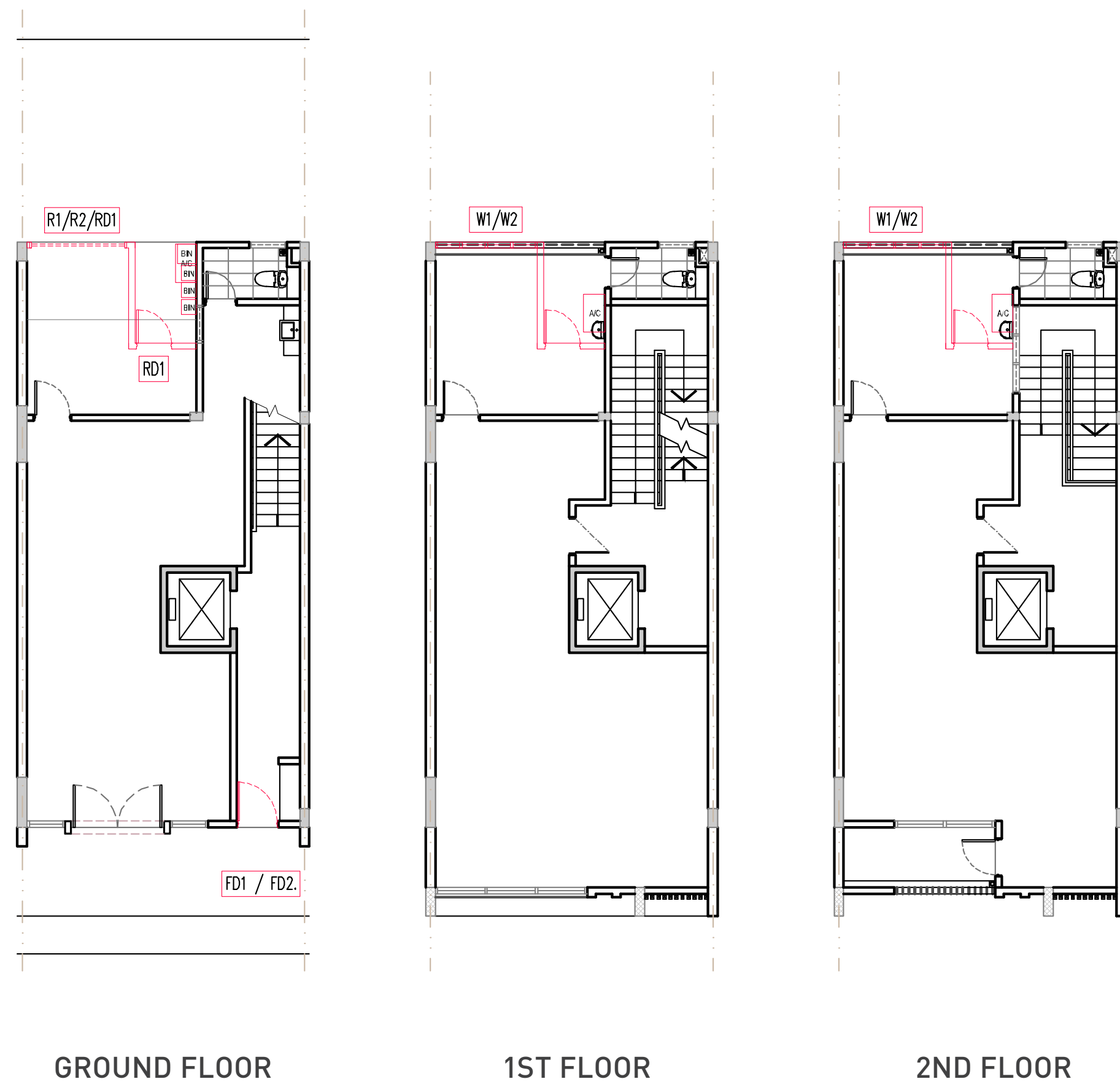


OPTION 1

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

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Type A (2 Options)

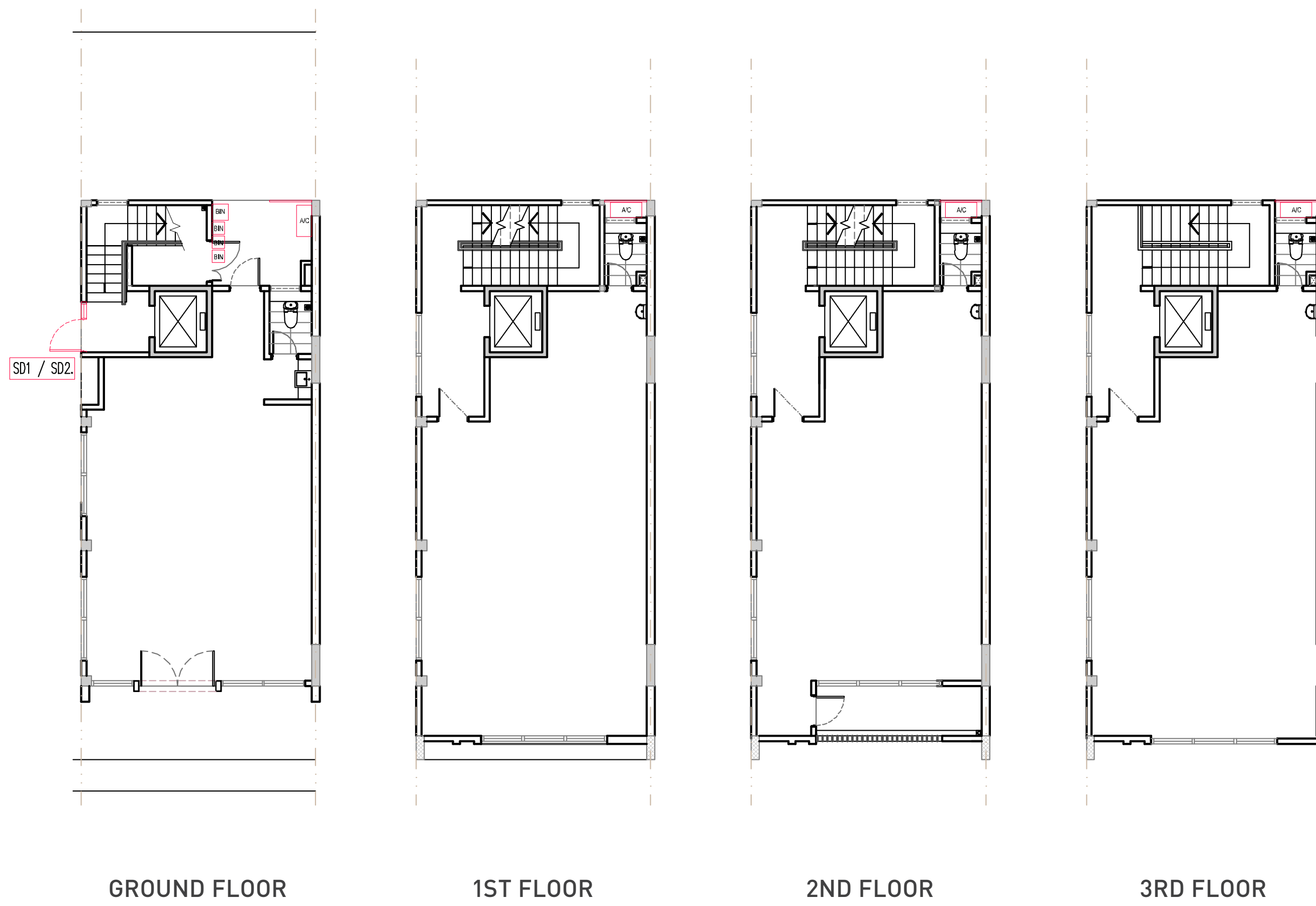


OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

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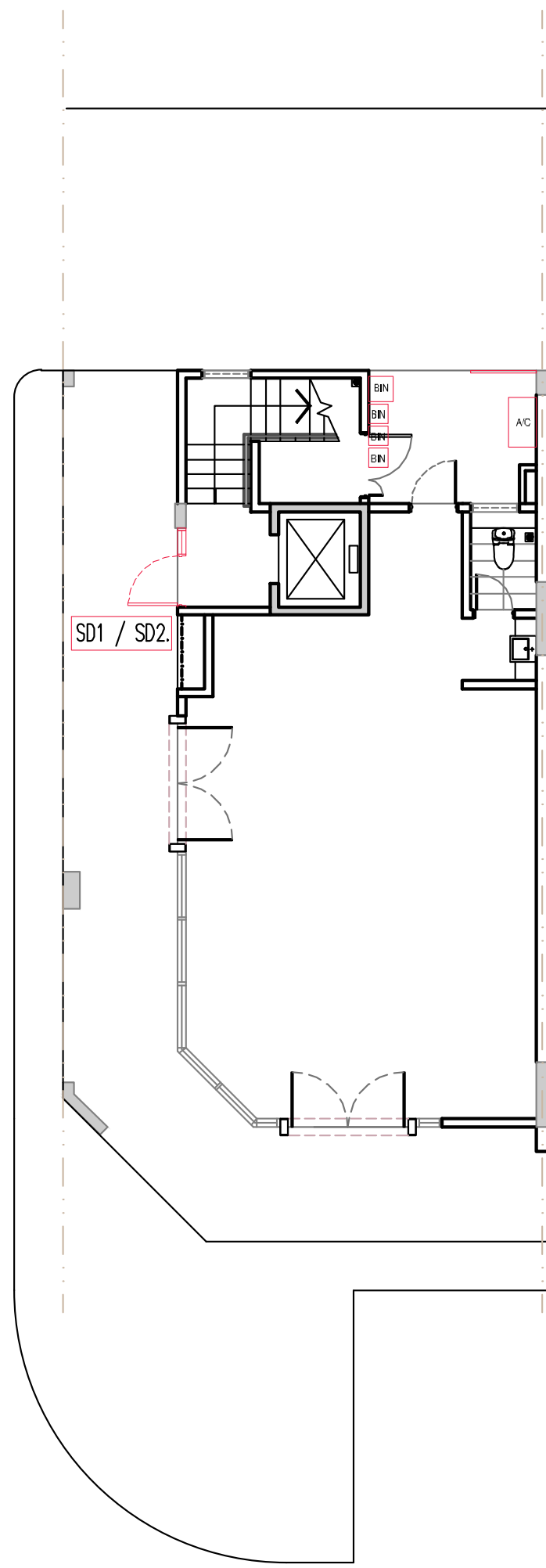
Type C



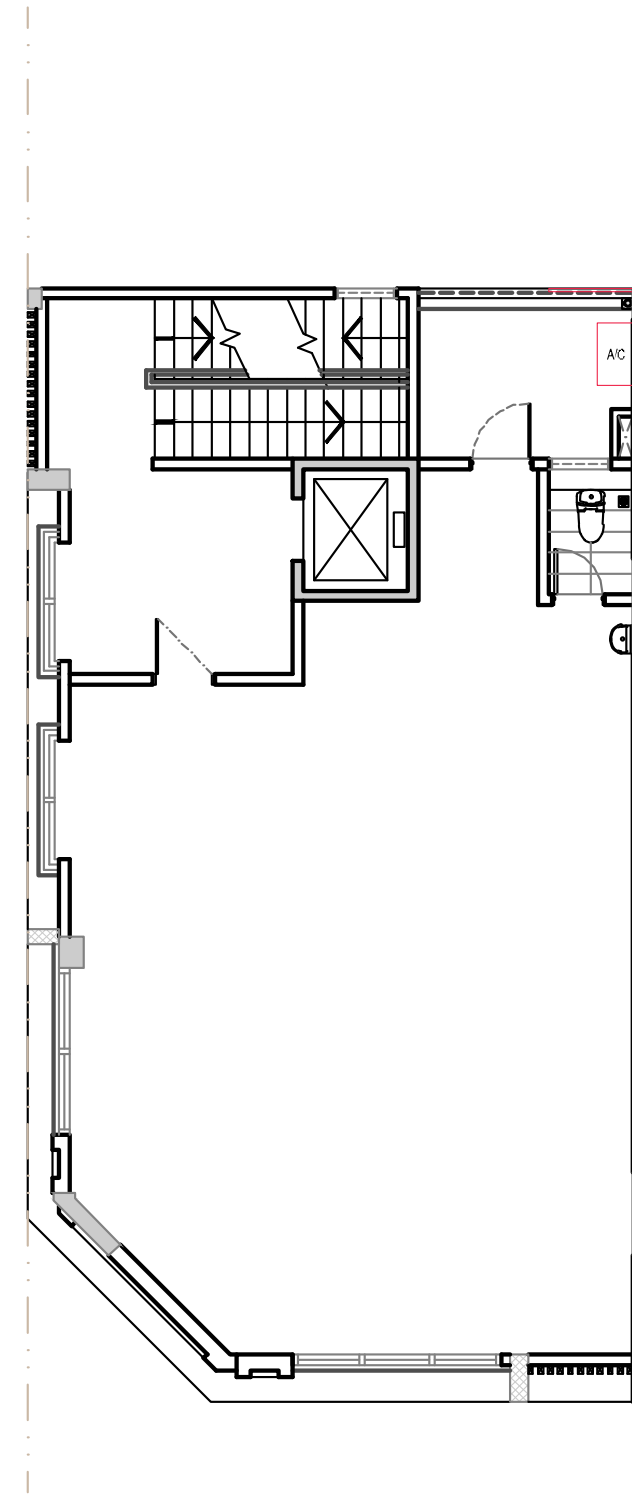
FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

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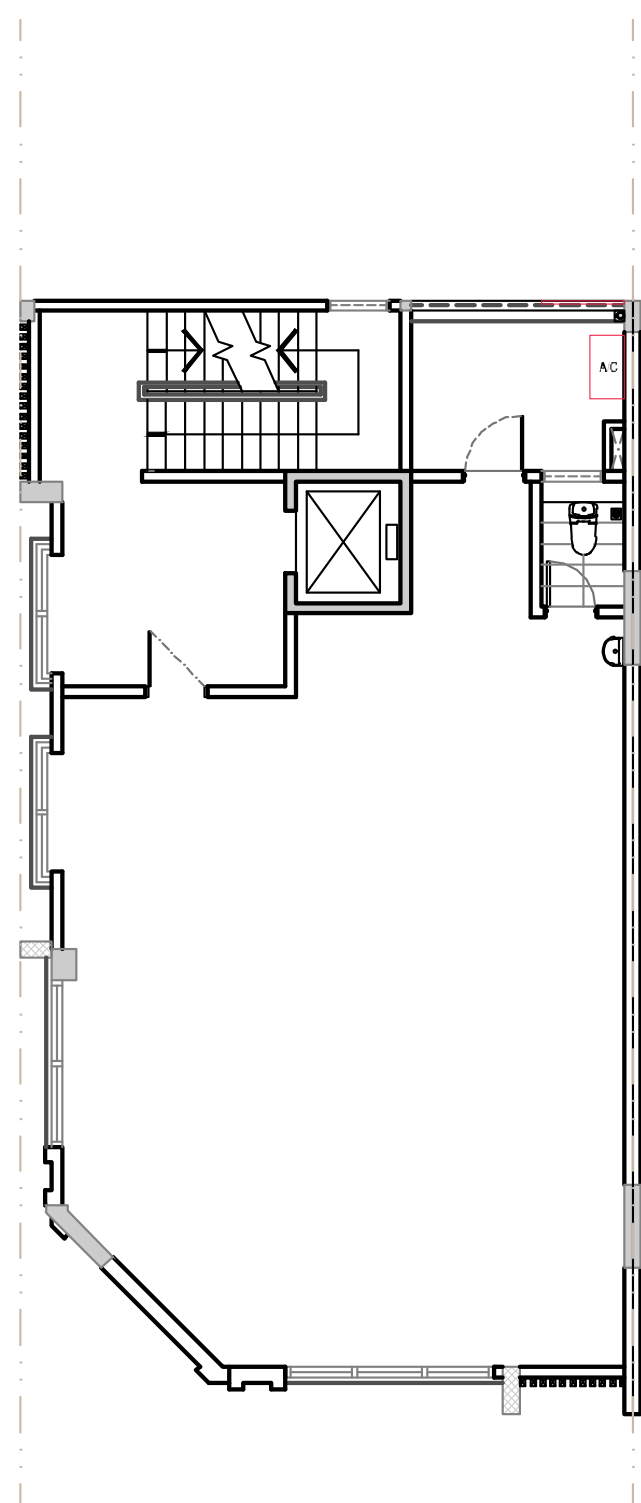
Type E (2 Options)



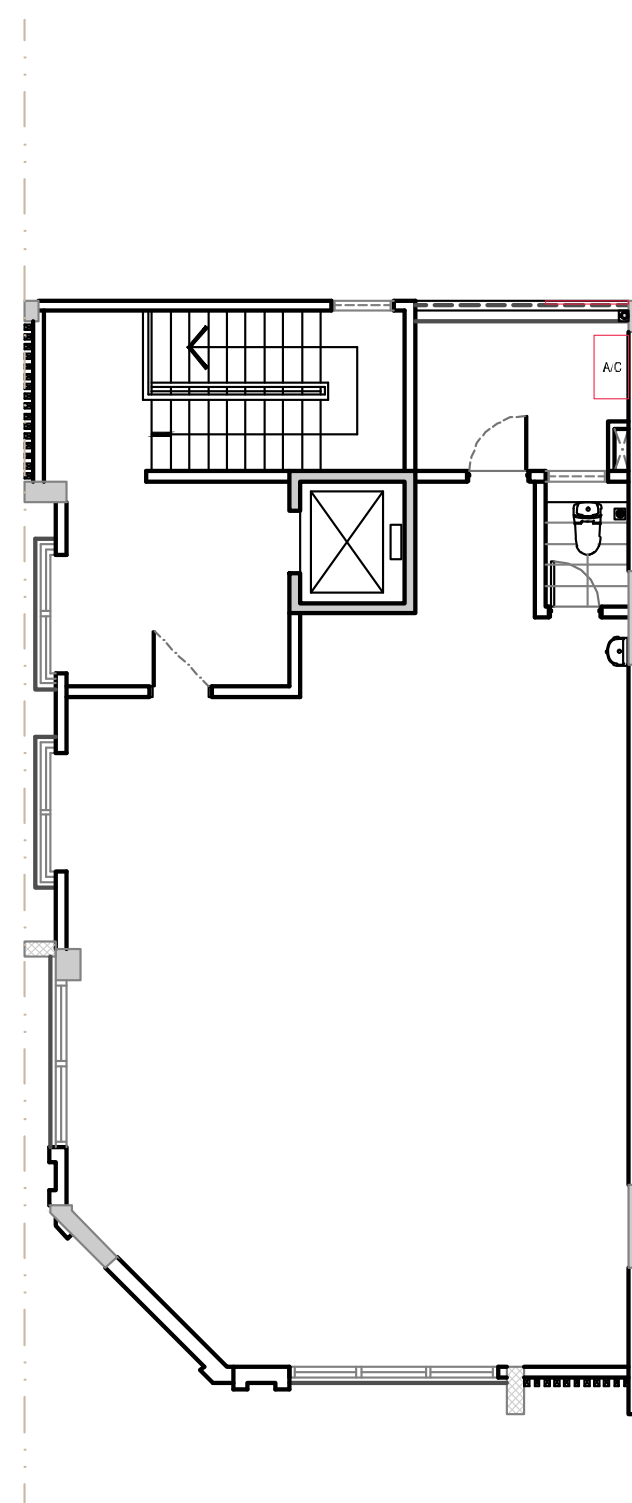
GROUND FLOOR



1ST FLOOR



2ND FLOOR

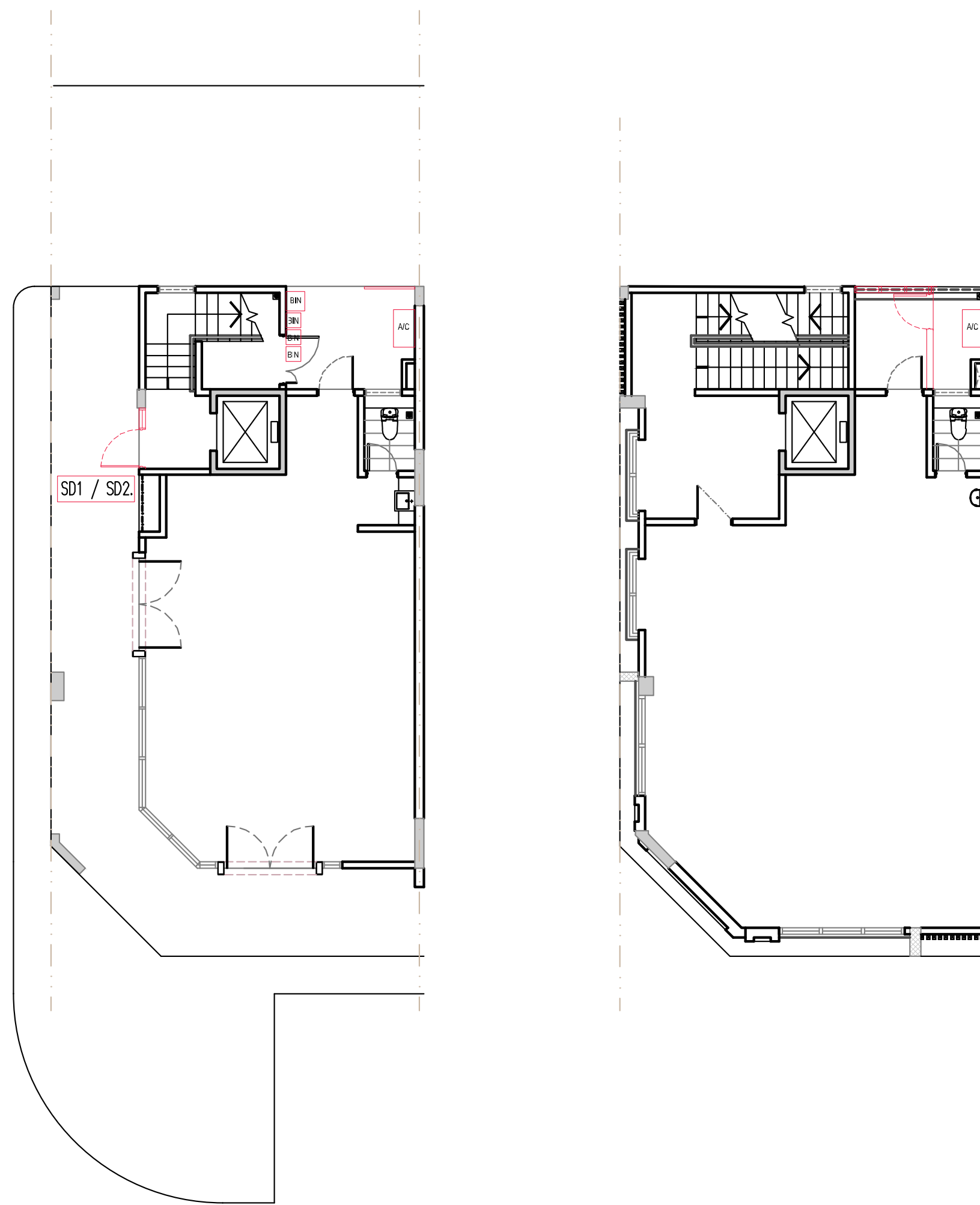


3RD FLOOR

OPTION 1

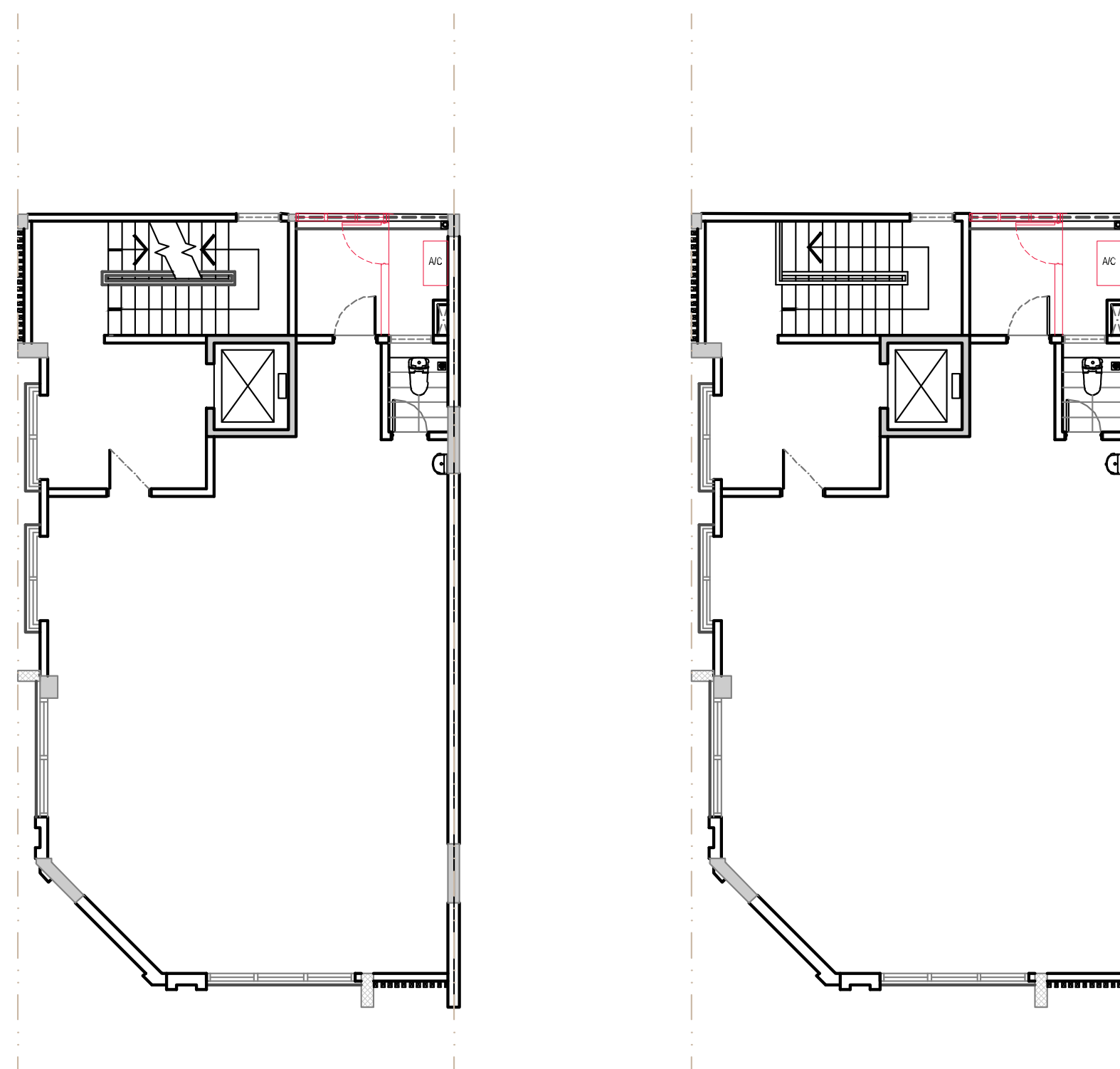
FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

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GROUND FLOOR

1ST FLOOR



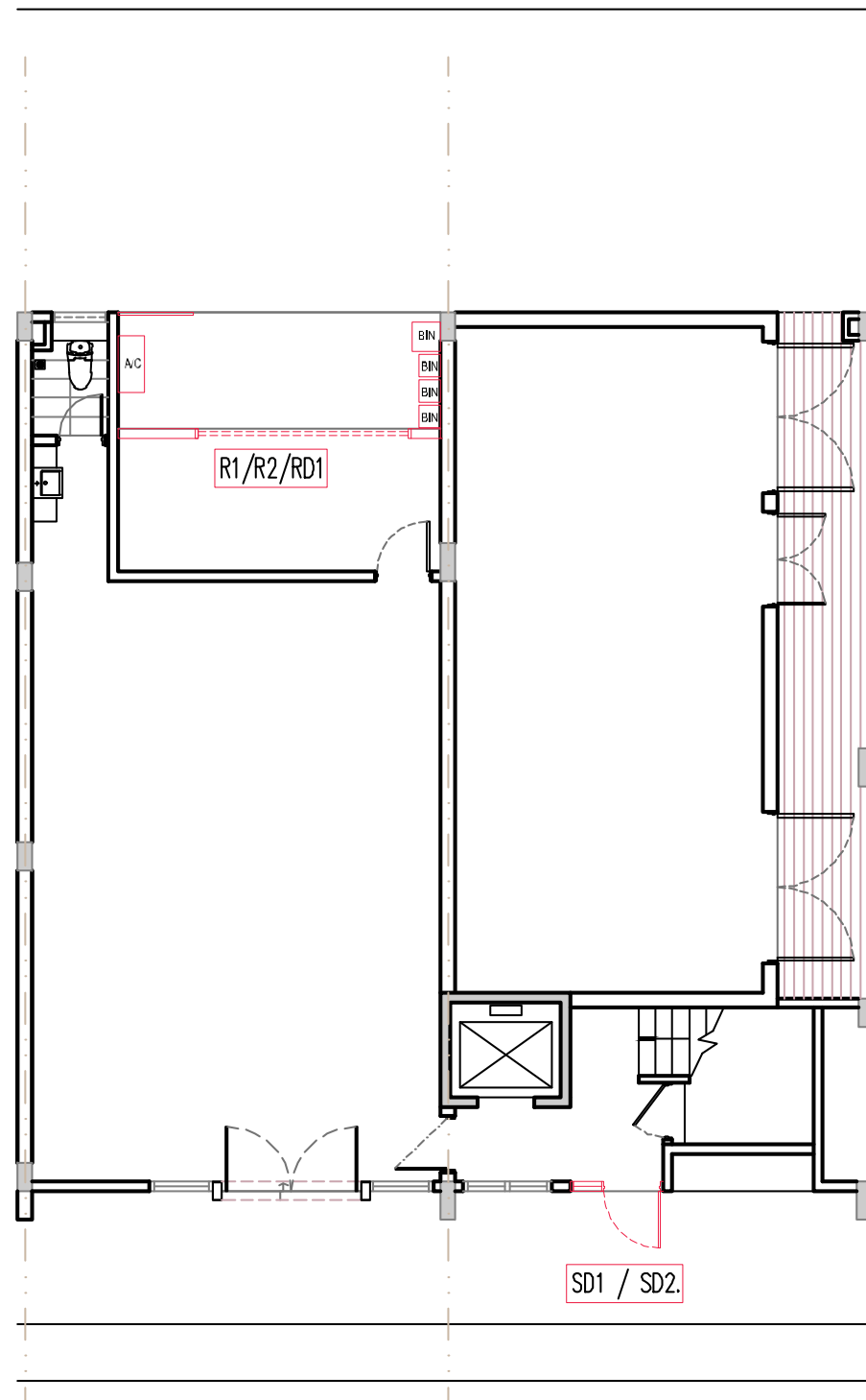
2ND FLOOR

3RD FLOOR

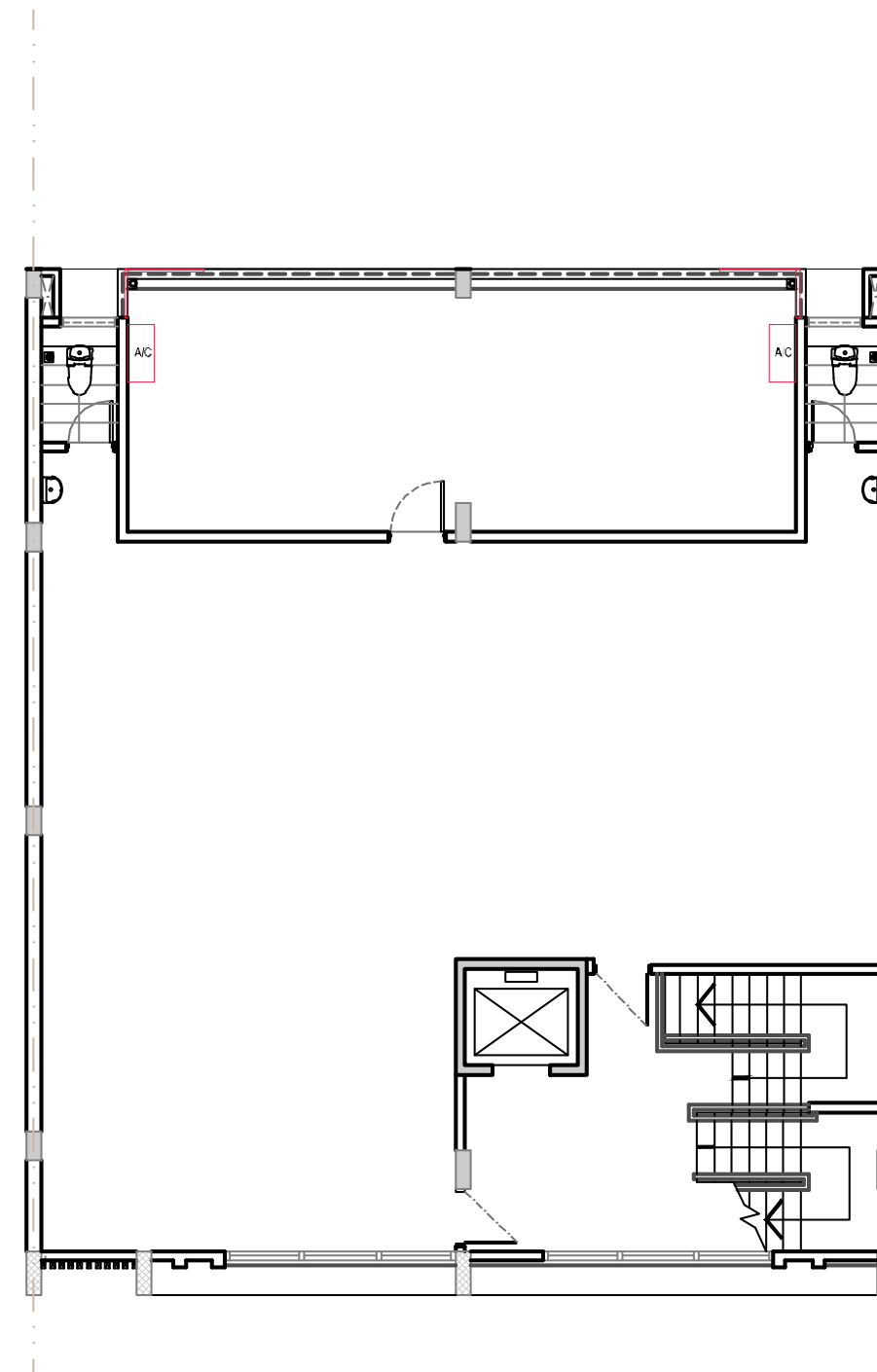
OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

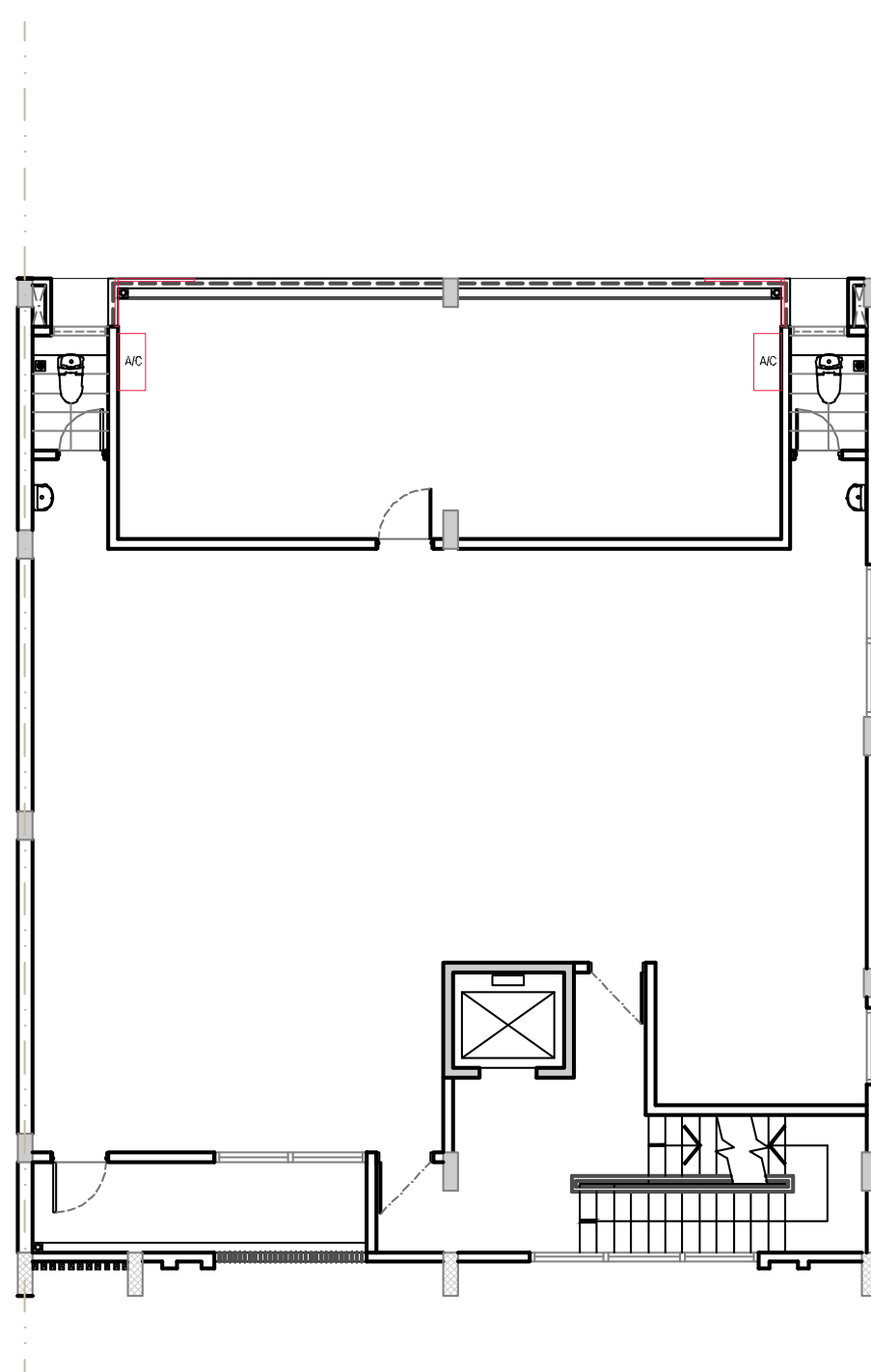
Type G



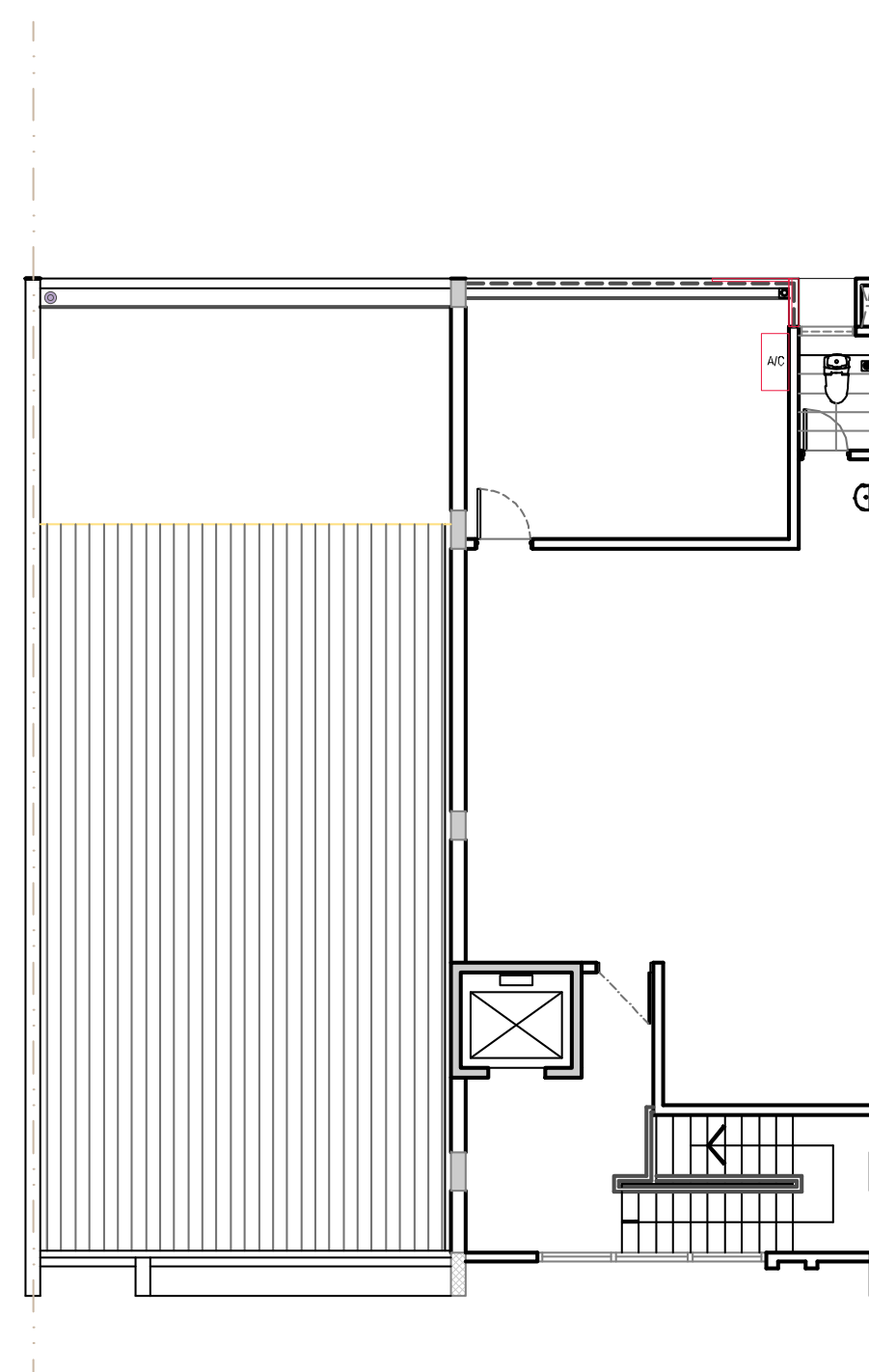
GROUND FLOOR



1ST FLOOR



2ND FLOOR

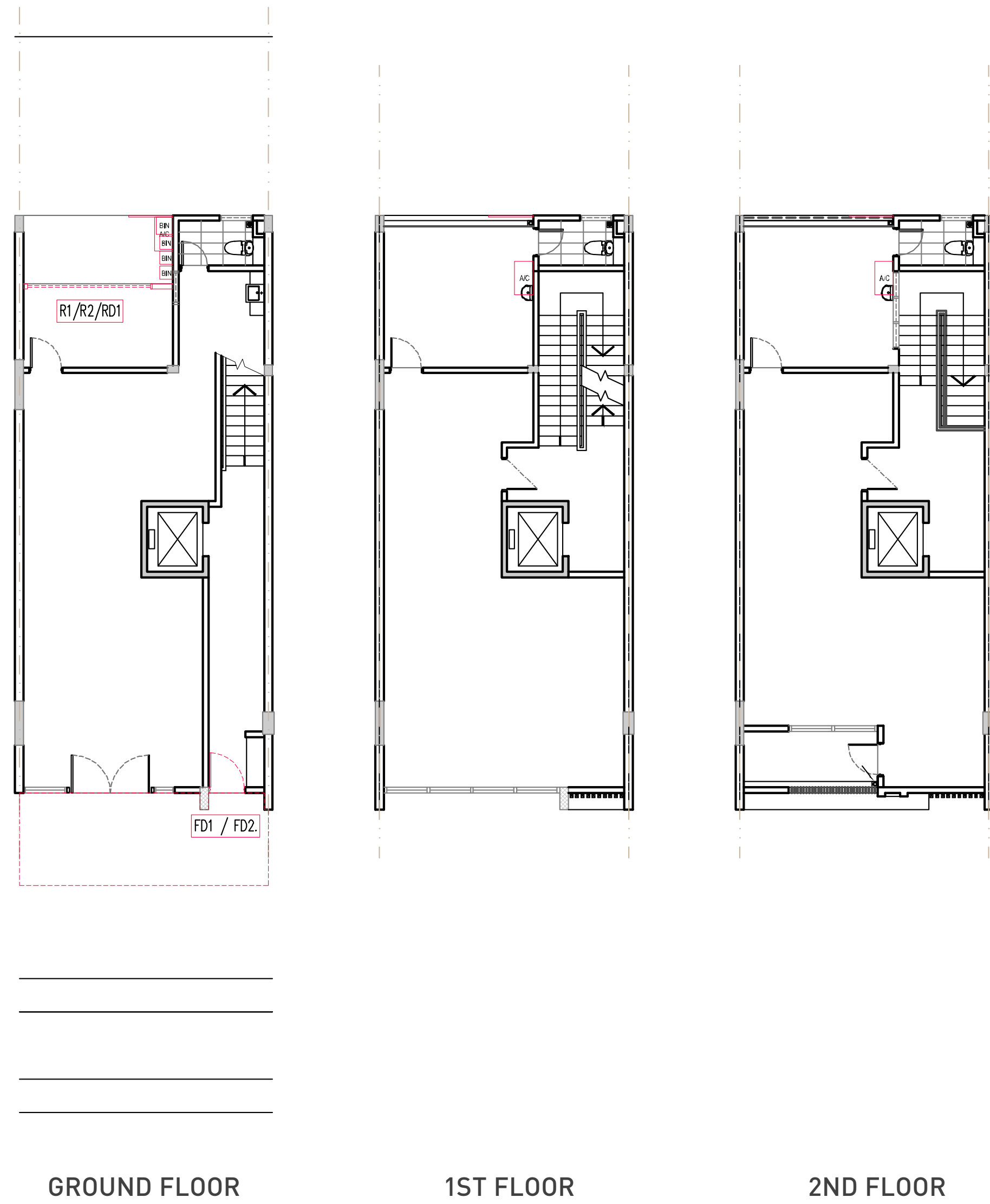


3RD FLOOR

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

Air Condition Compressor Guideline, Fins, Grille, Window & Bin Location (High Street)

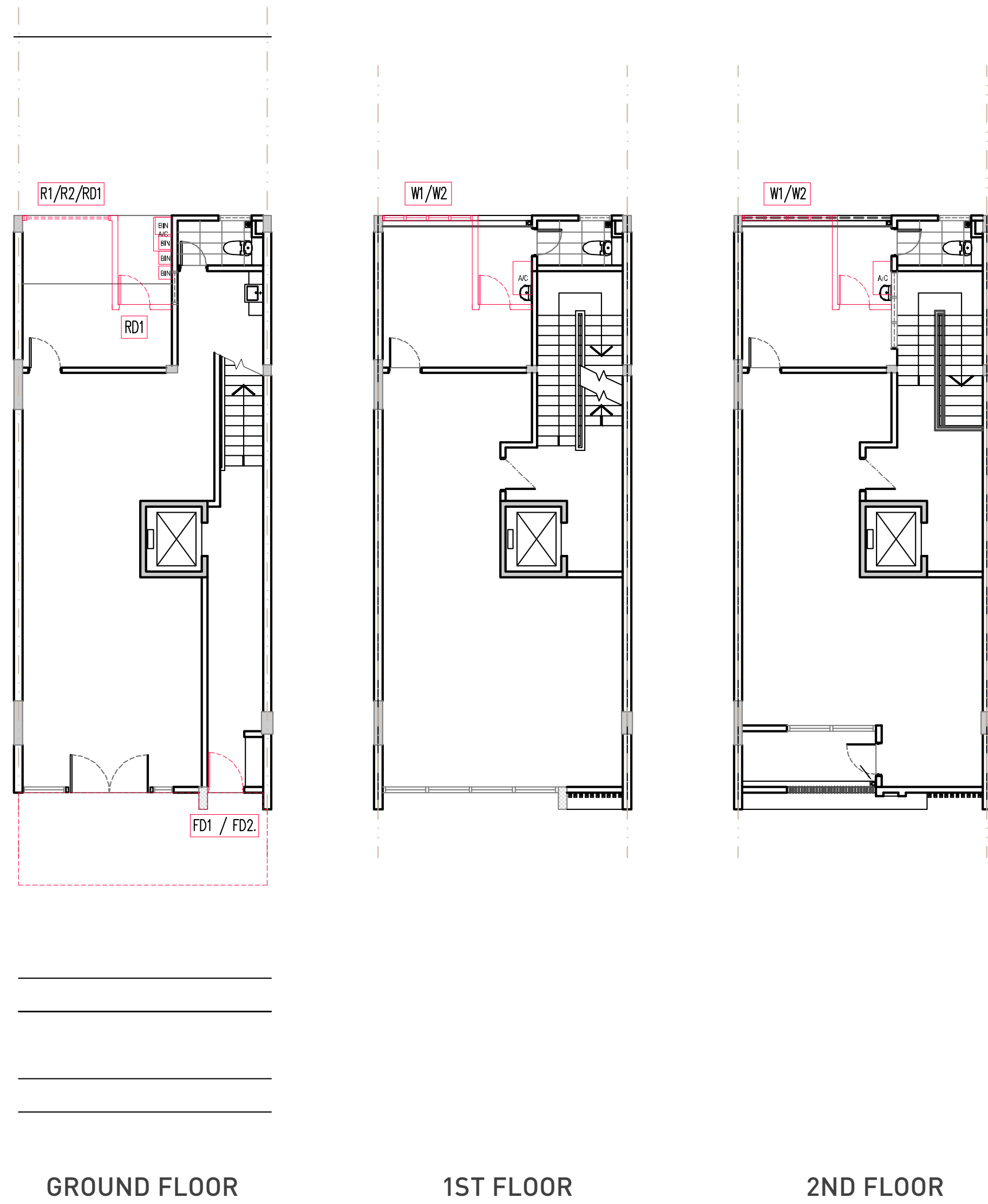
Type A1 (2 Options)



OPTION 1

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

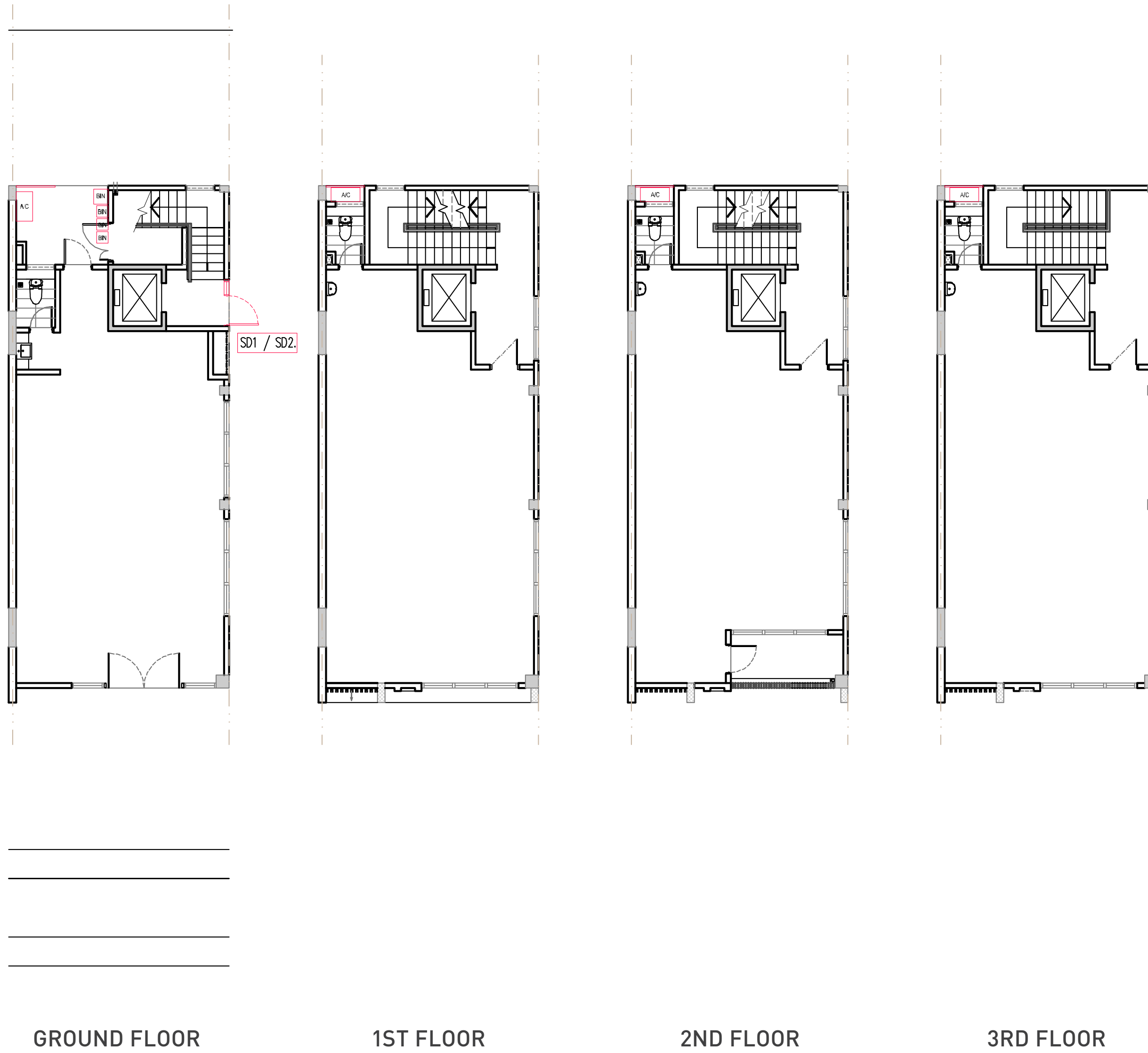
Type A1 (2 Options)



OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

Type C1



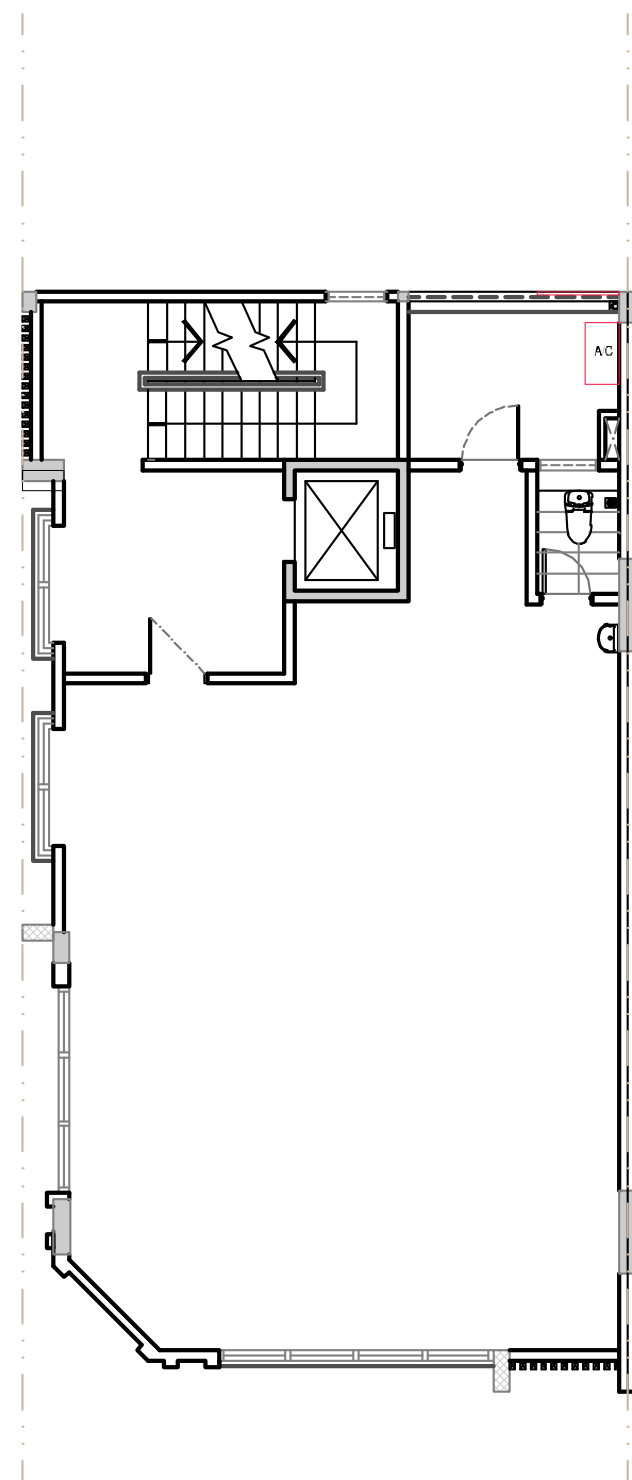
FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

Type E1 (2 Options)

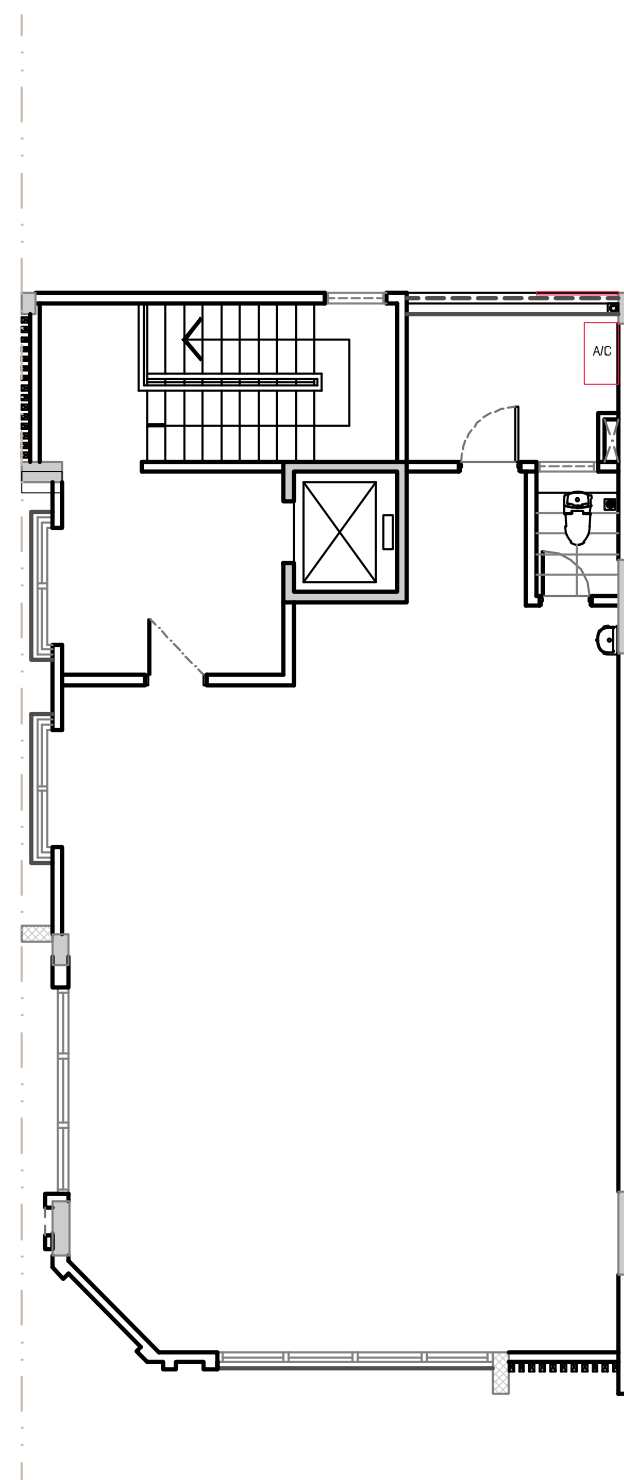


GROUND FLOOR

1ST FLOOR



2ND FLOOR

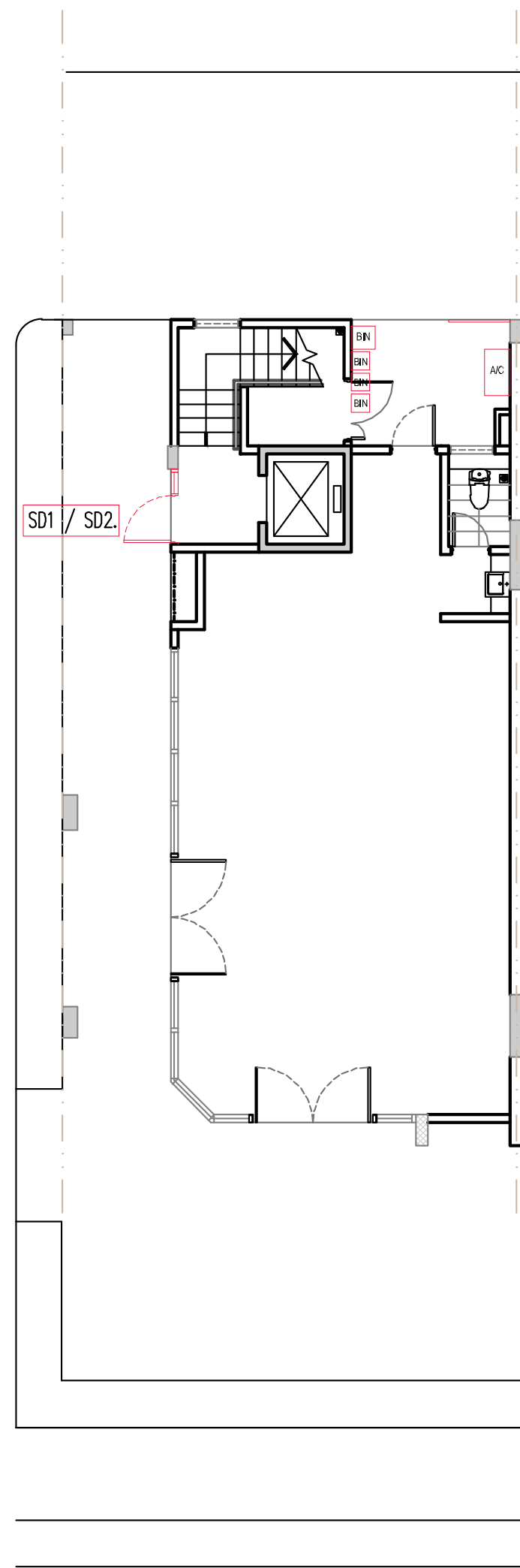


3RD FLOOR

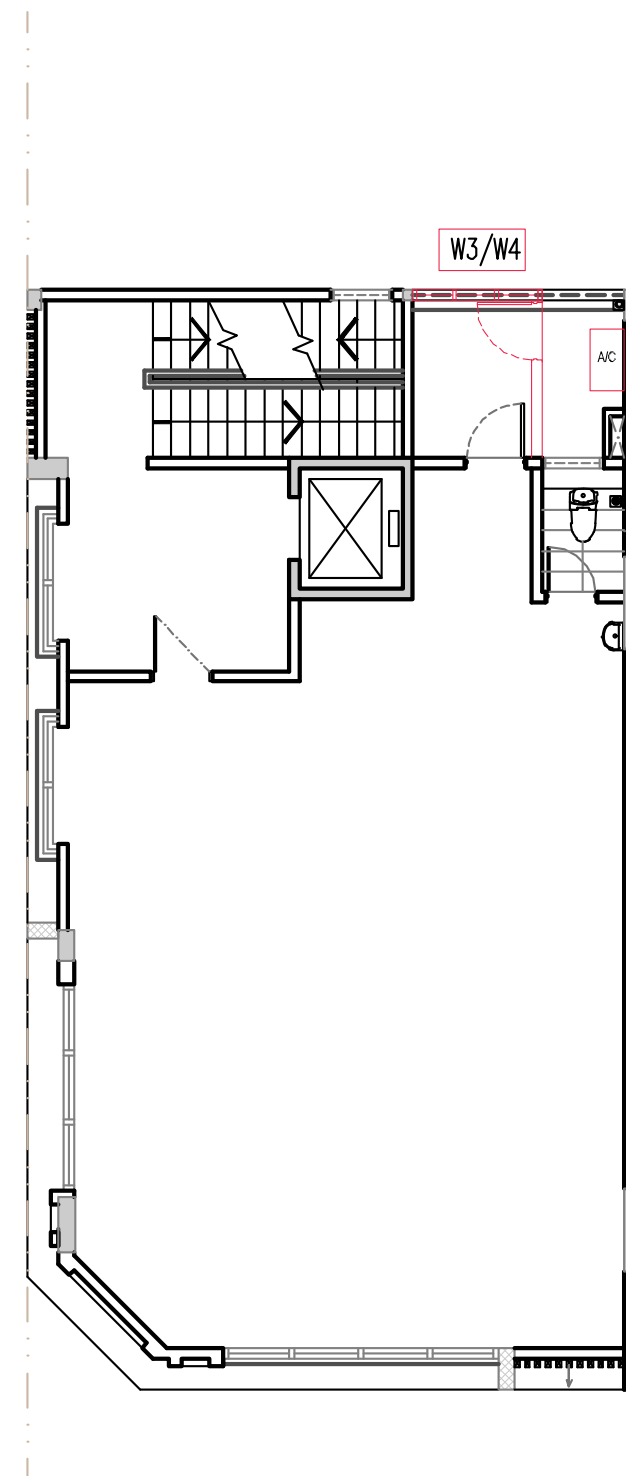
OPTION 1

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

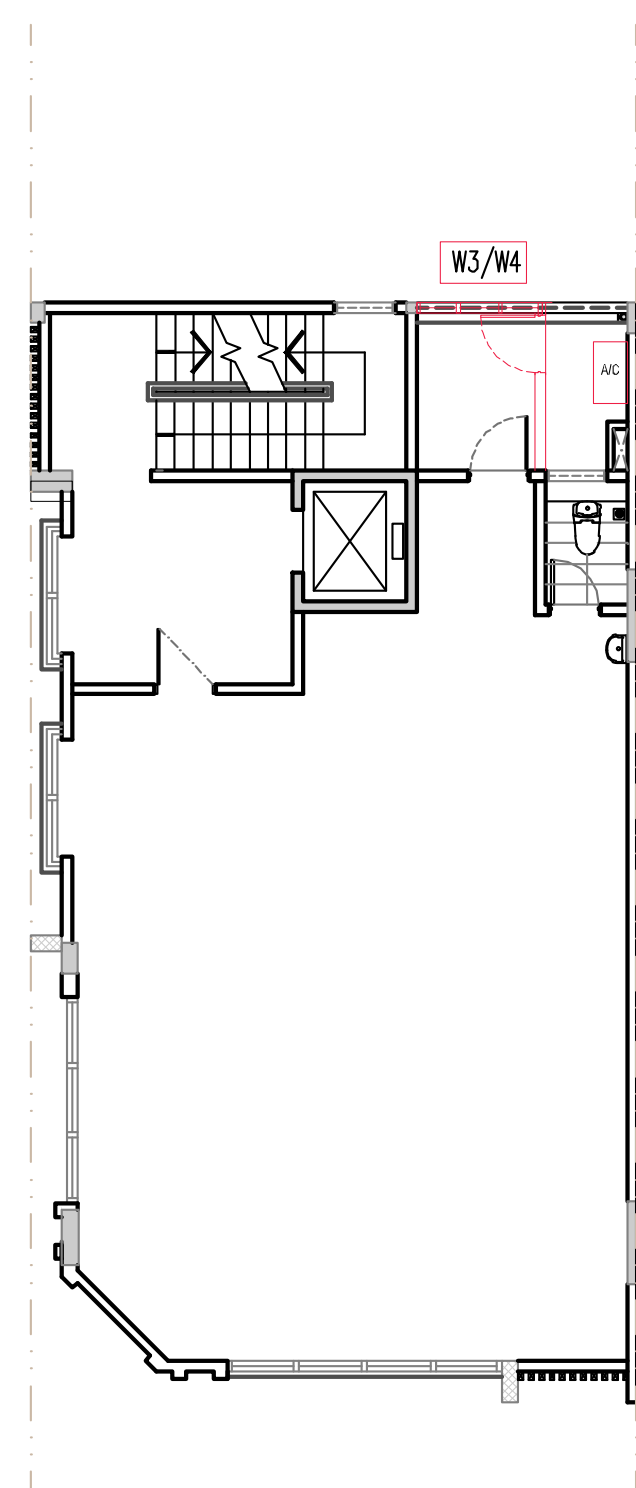
Type E1 (2 Options)



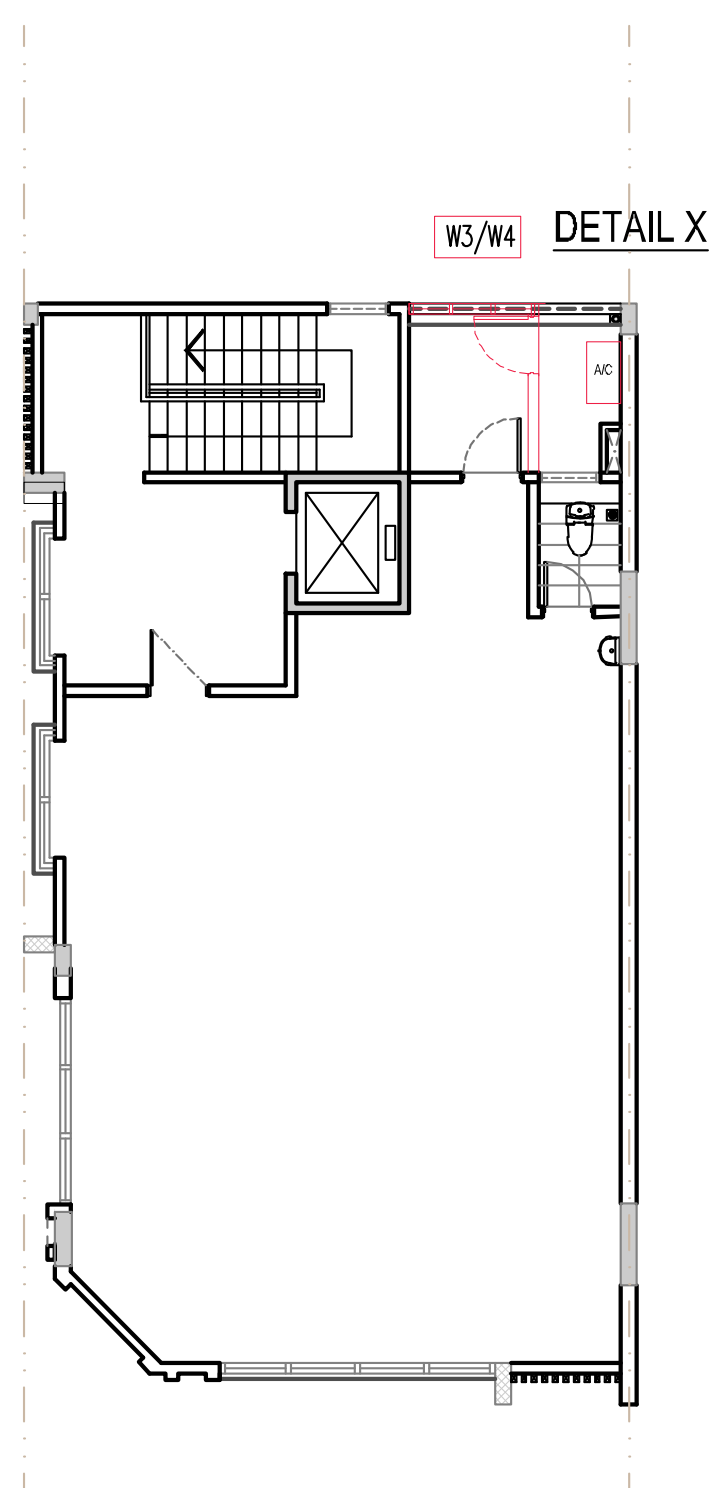
GROUND FLOOR



1ST FLOOR



2ND FLOOR



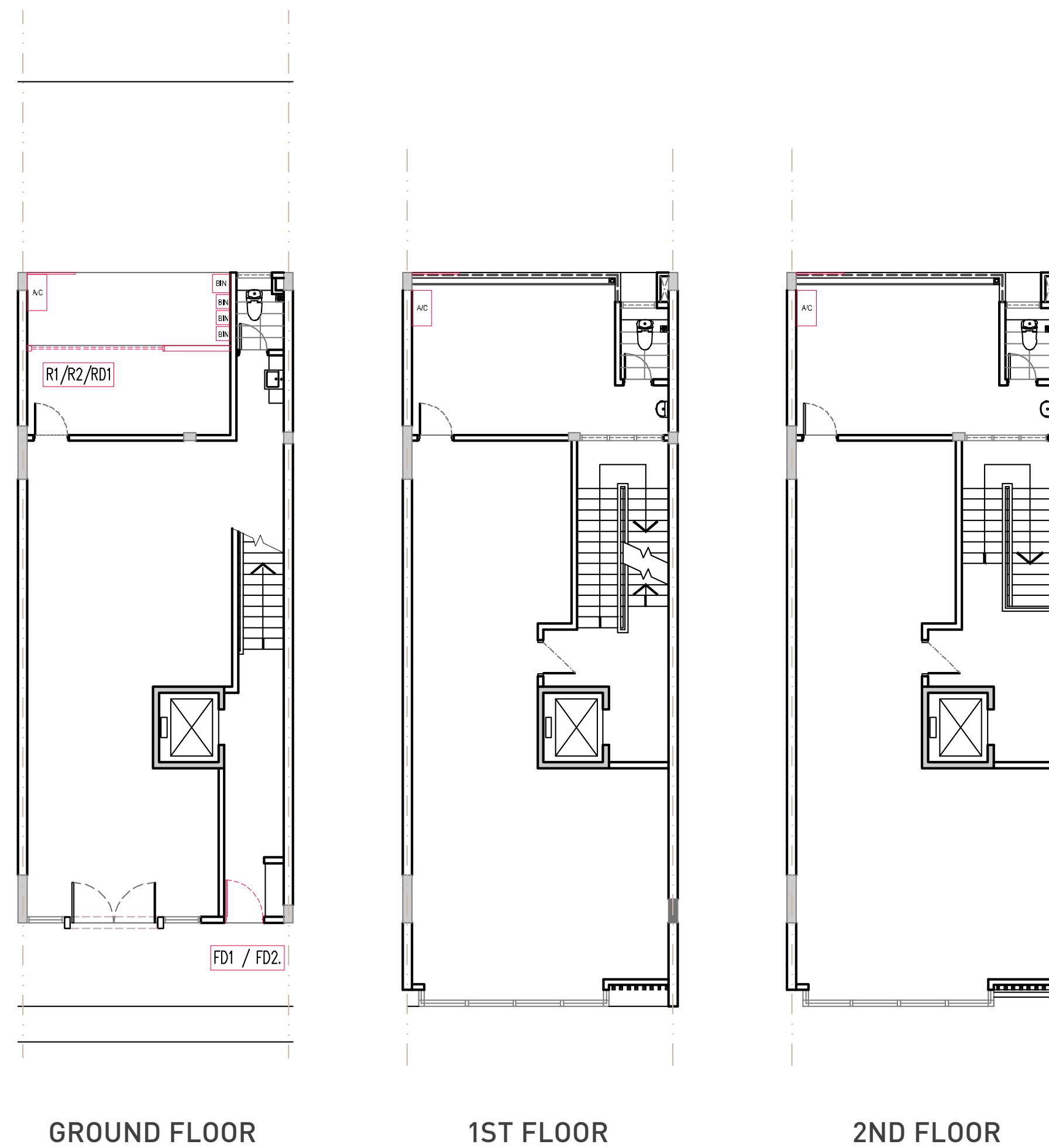
3RD FLOOR

OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

Air Condition Compressor Guideline, Fins, Grille, Window & Bin Location (Main Street)

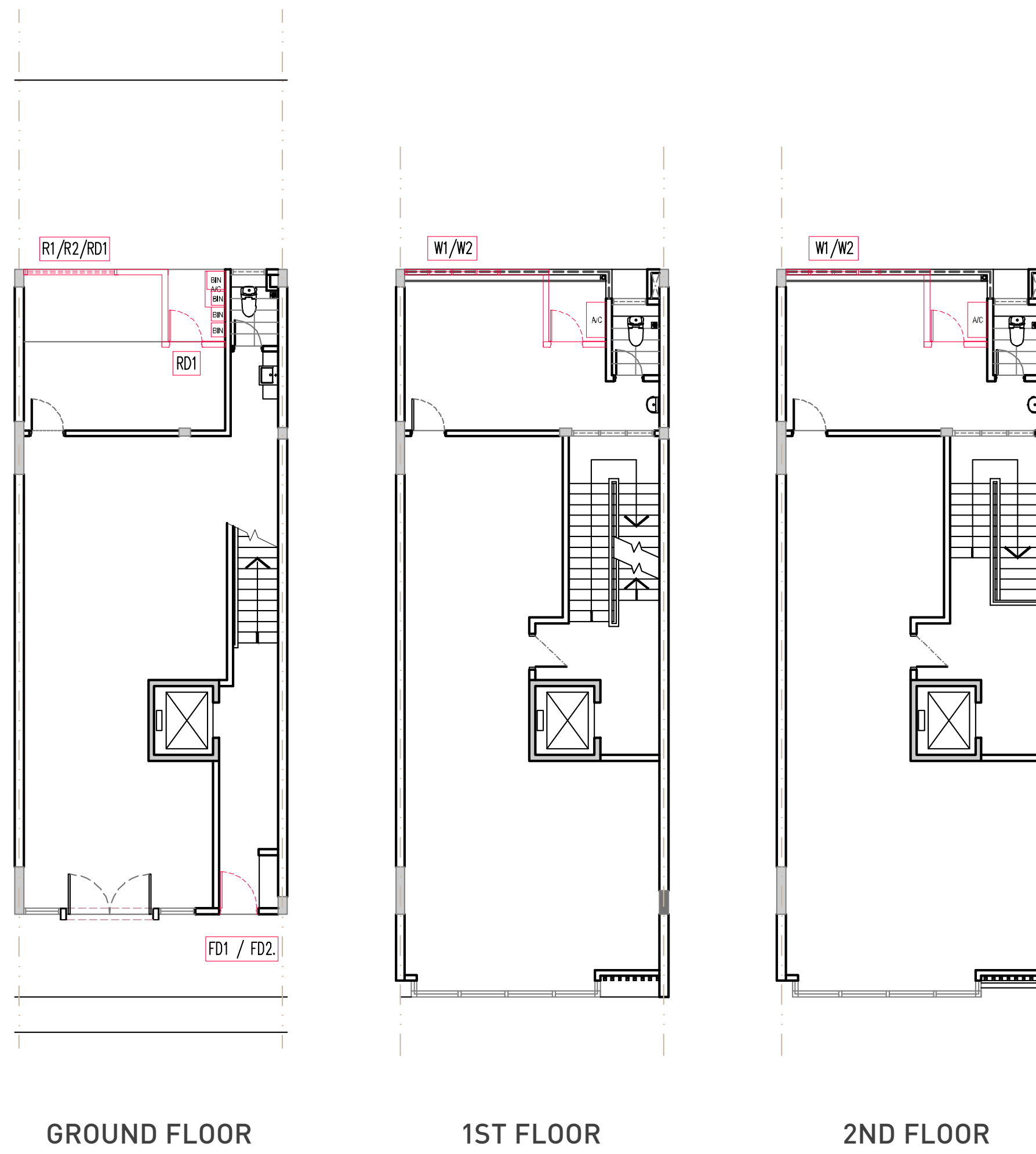
Type B (2 Options)



OPTION 1

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

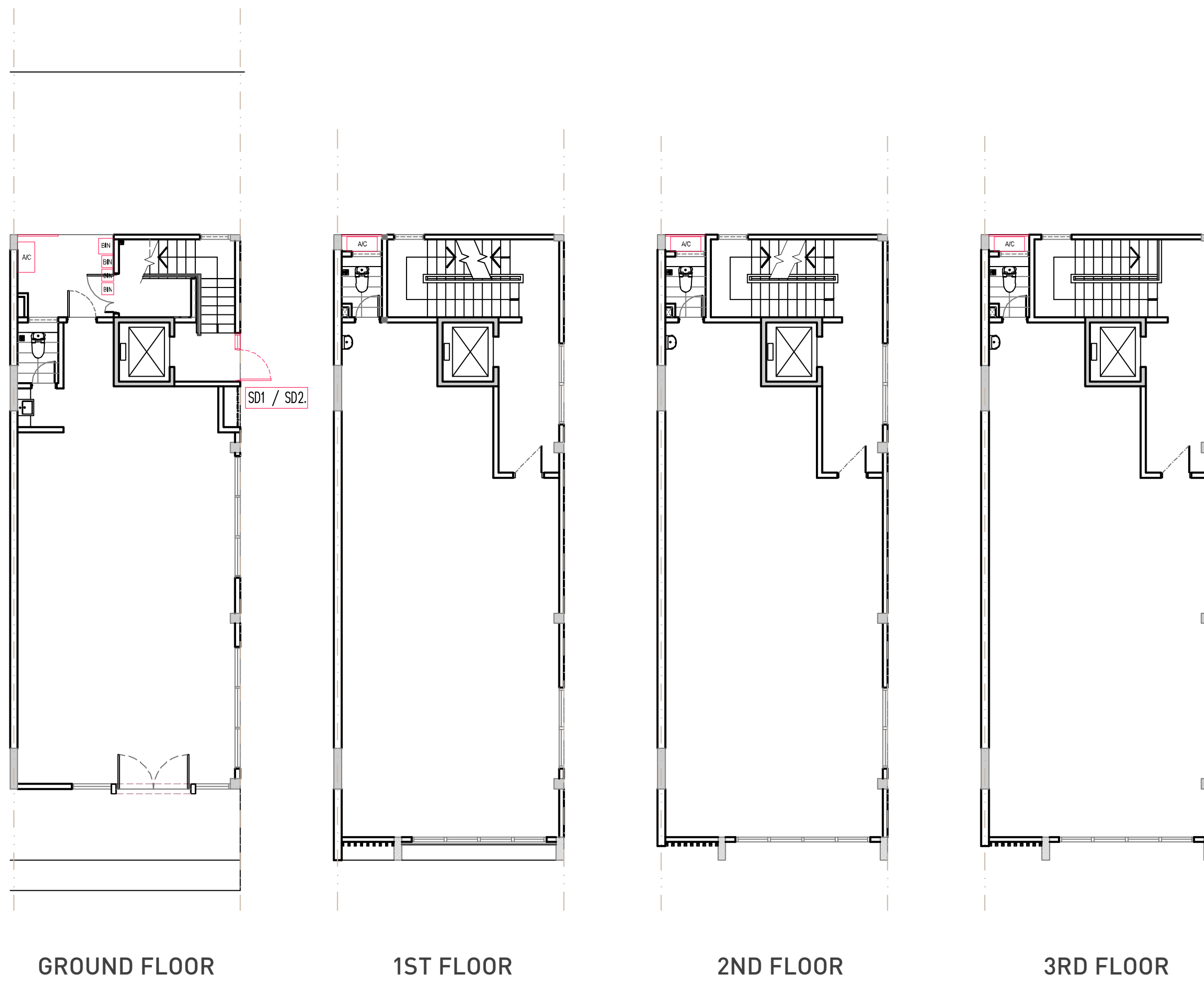
Type B (2 Options)



OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

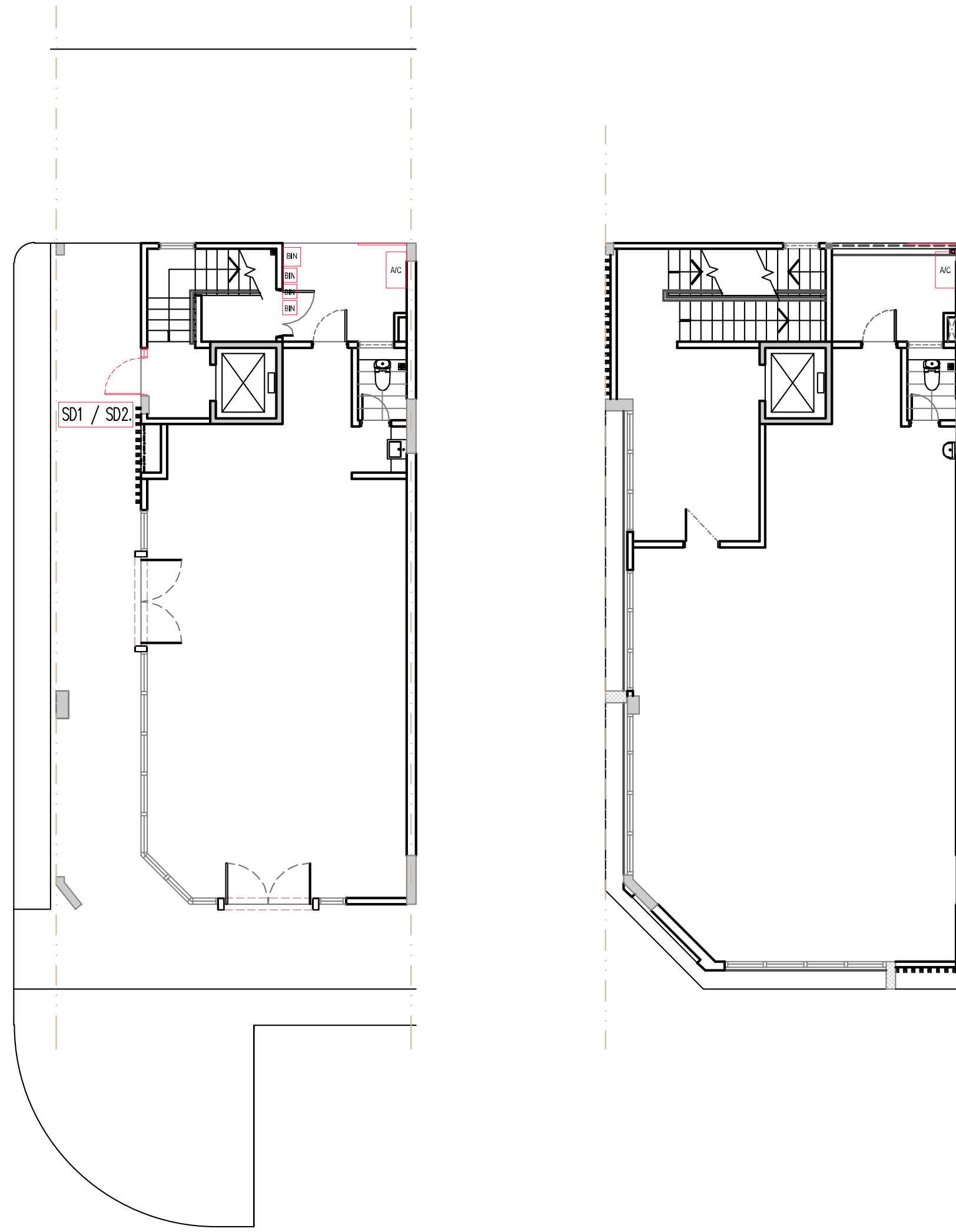
Type D



FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

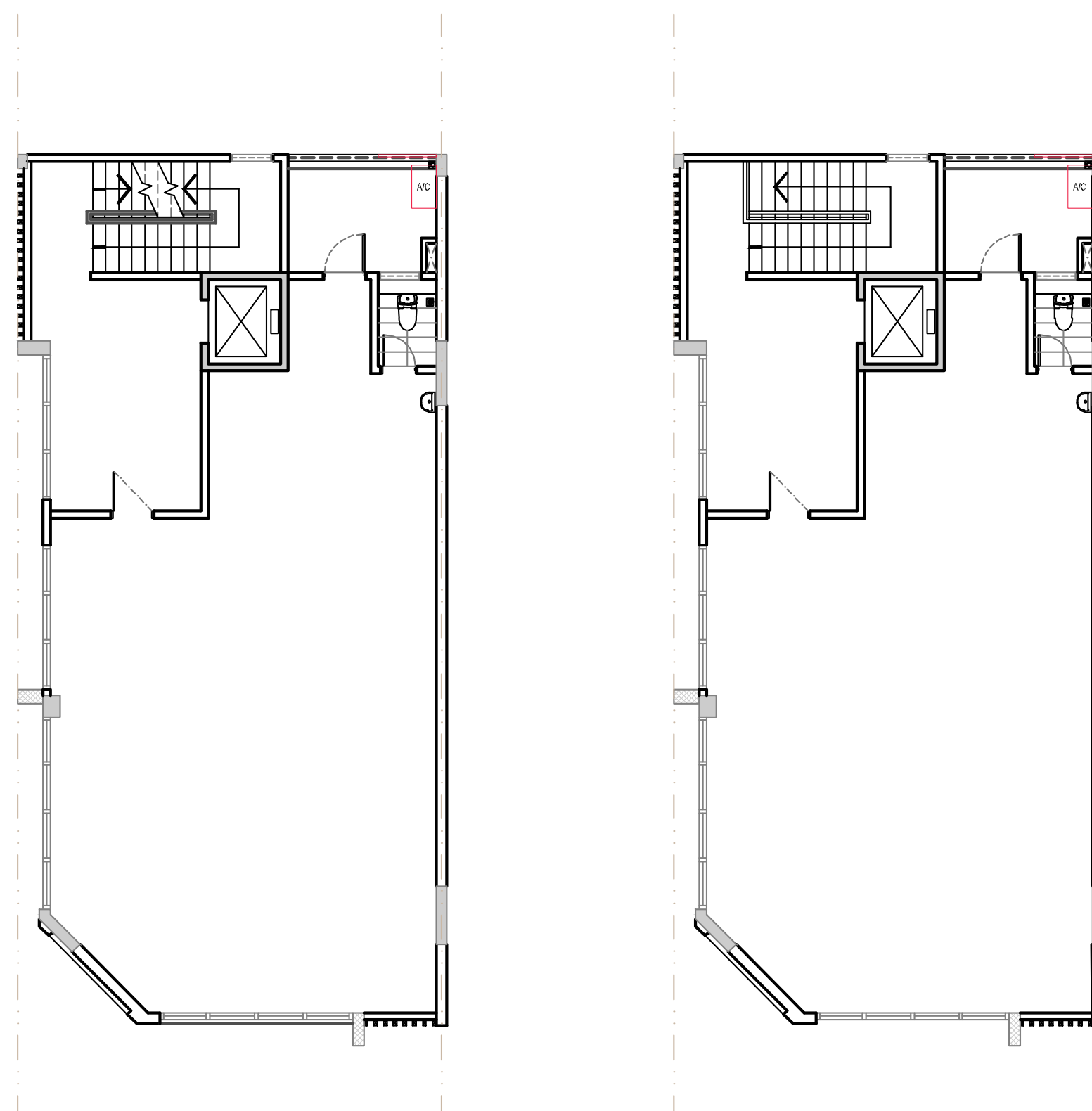
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Type F (2 Options)



GROUND FLOOR

1ST FLOOR



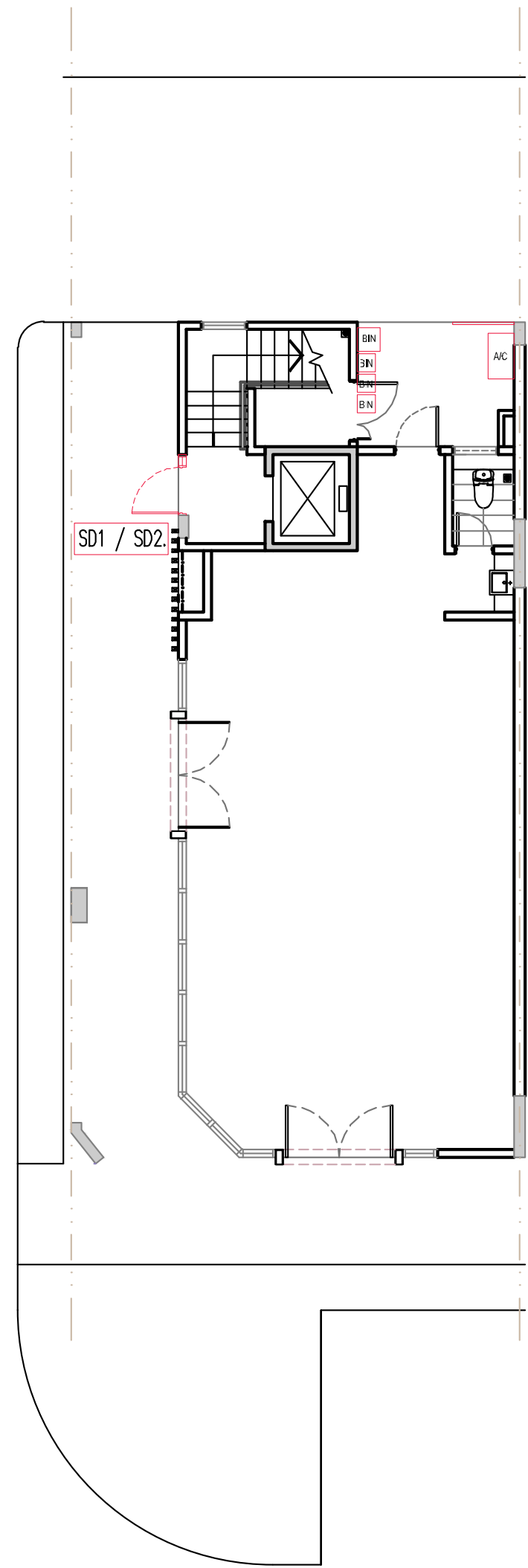
2ND FLOOR

3RD FLOOR

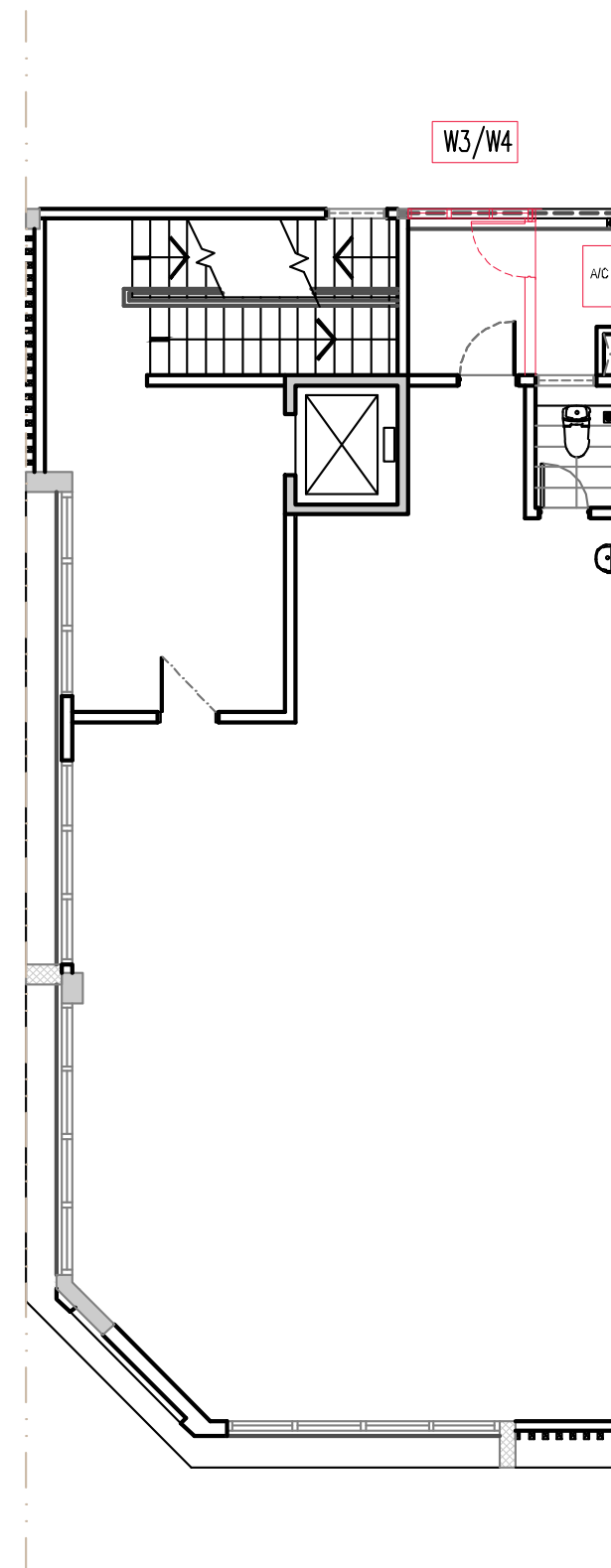
OPTION 1

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

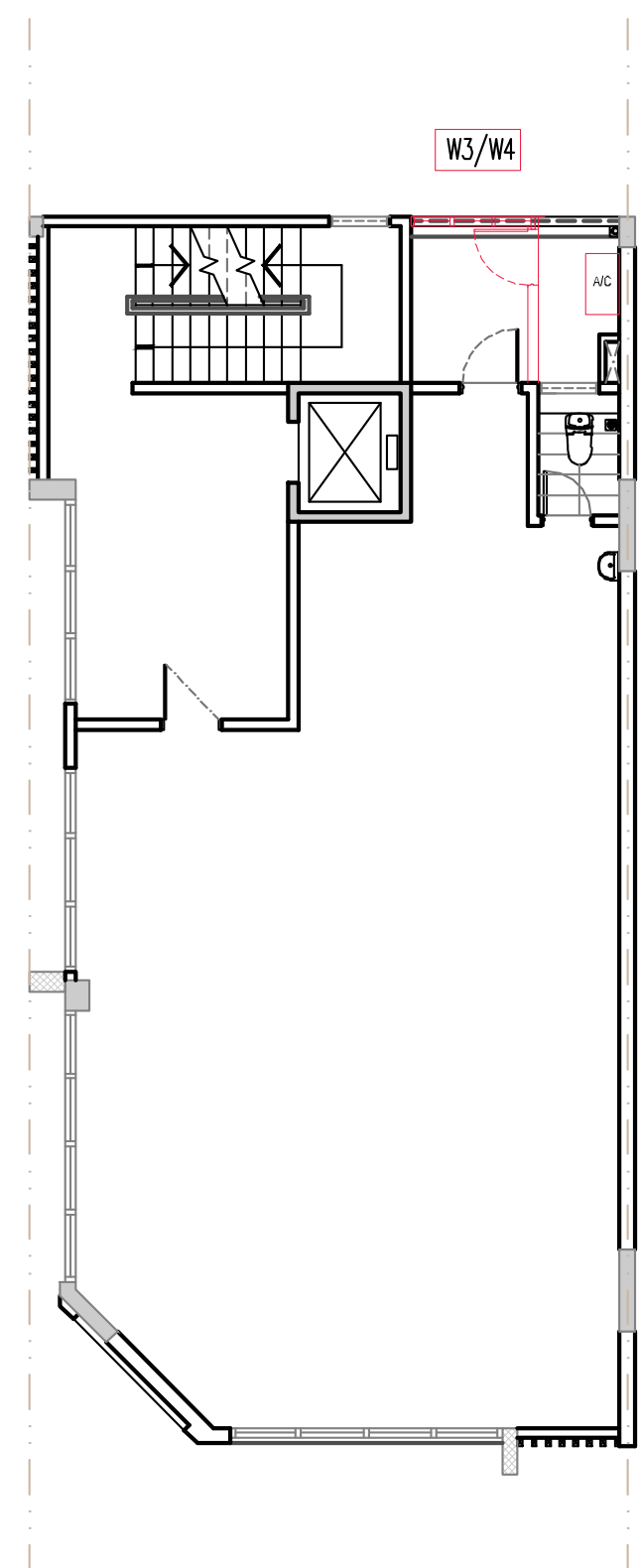
Type F (2 Options)



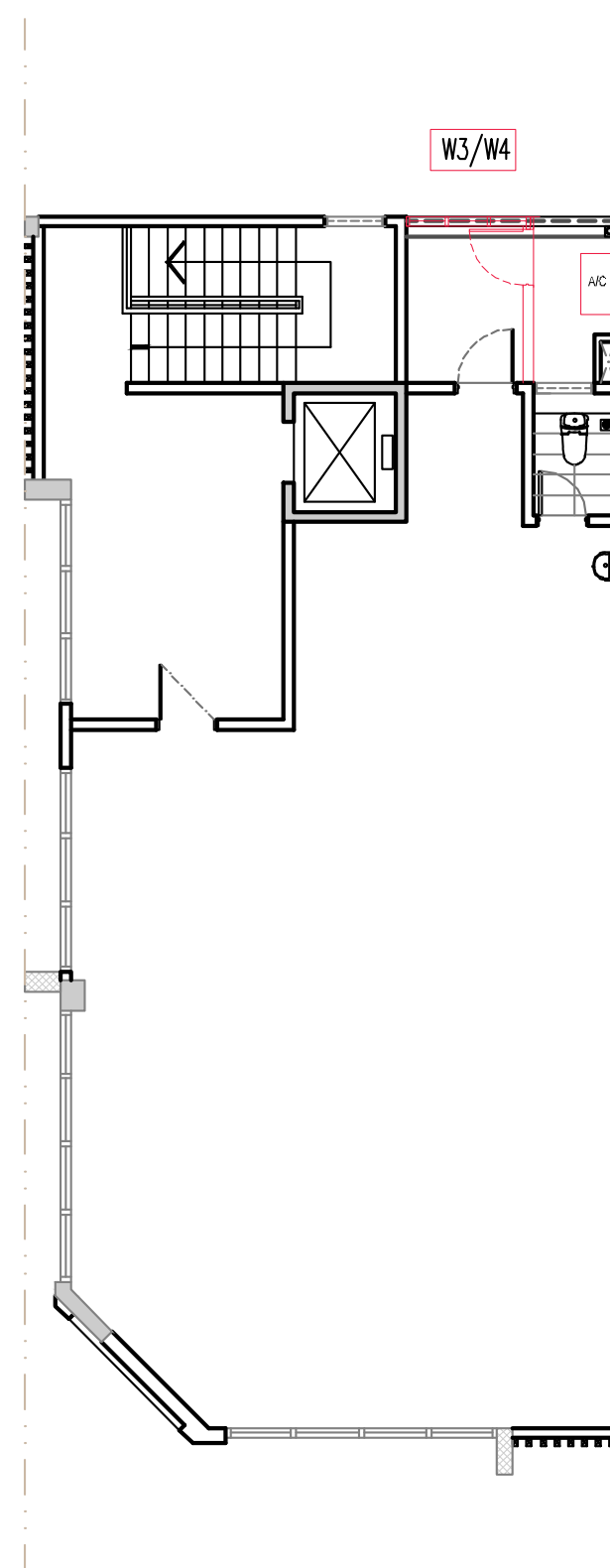
GROUND FLOOR



1ST FLOOR



2ND FLOOR

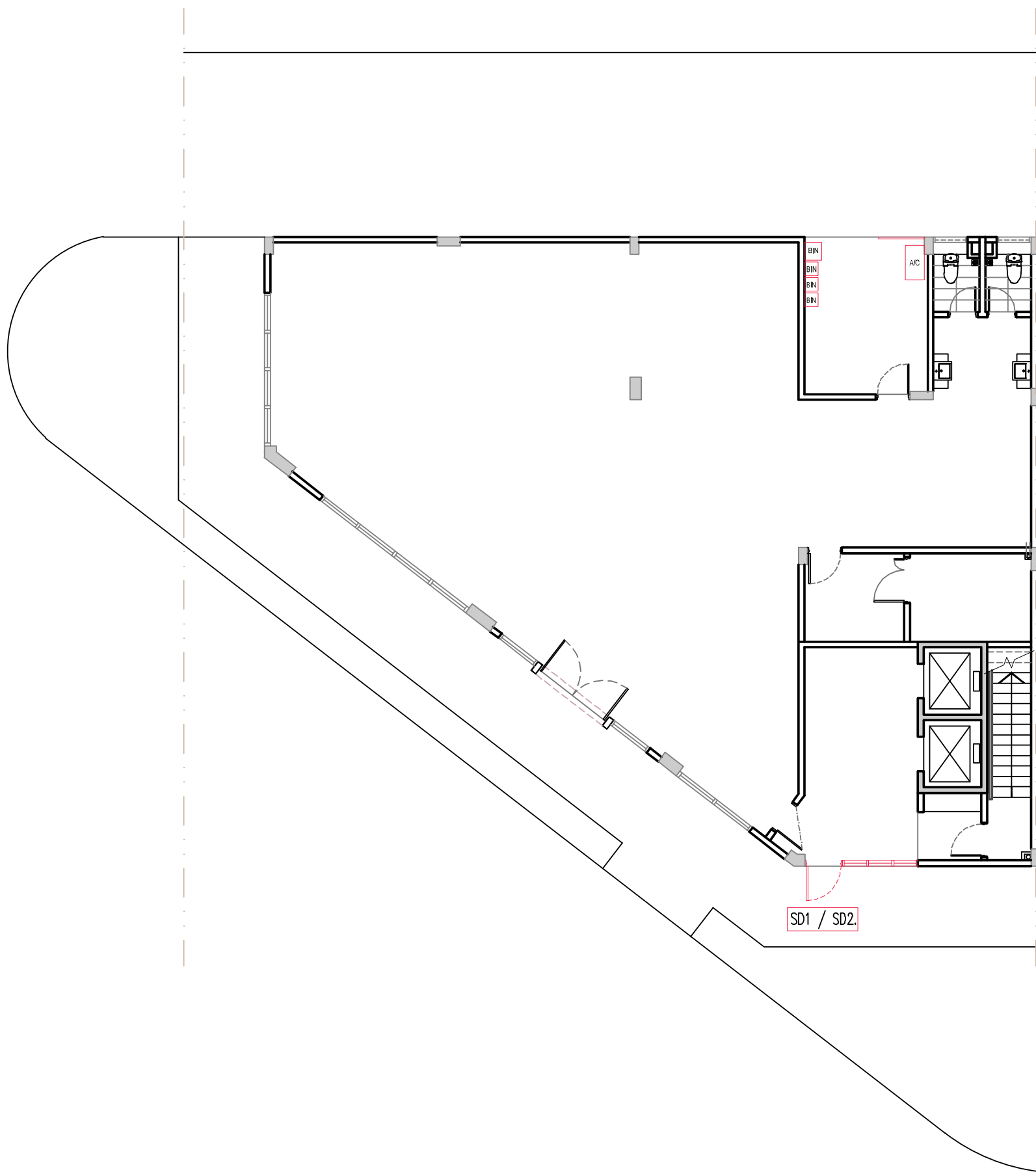


3RD FLOOR

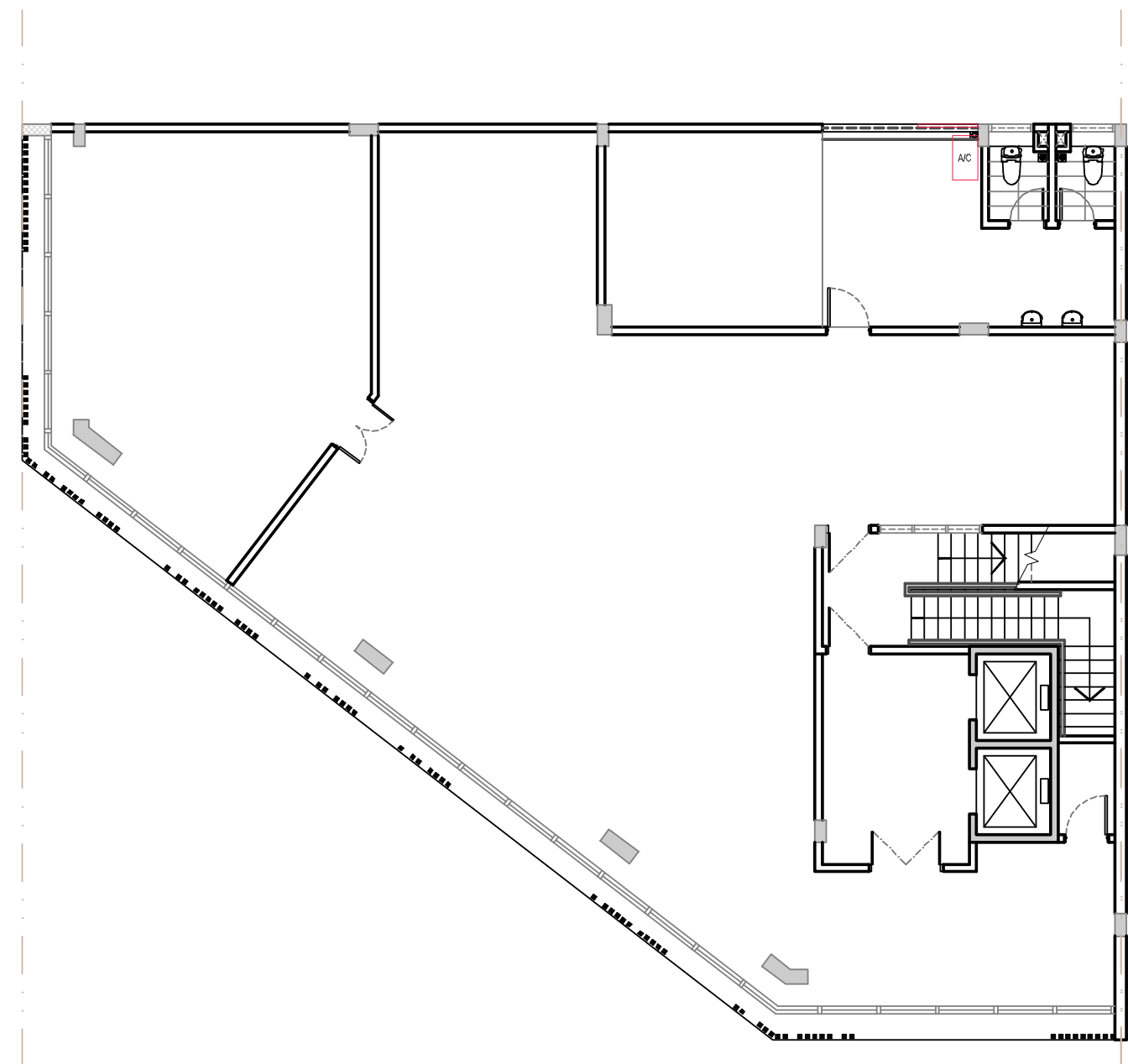
OPTION 2

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

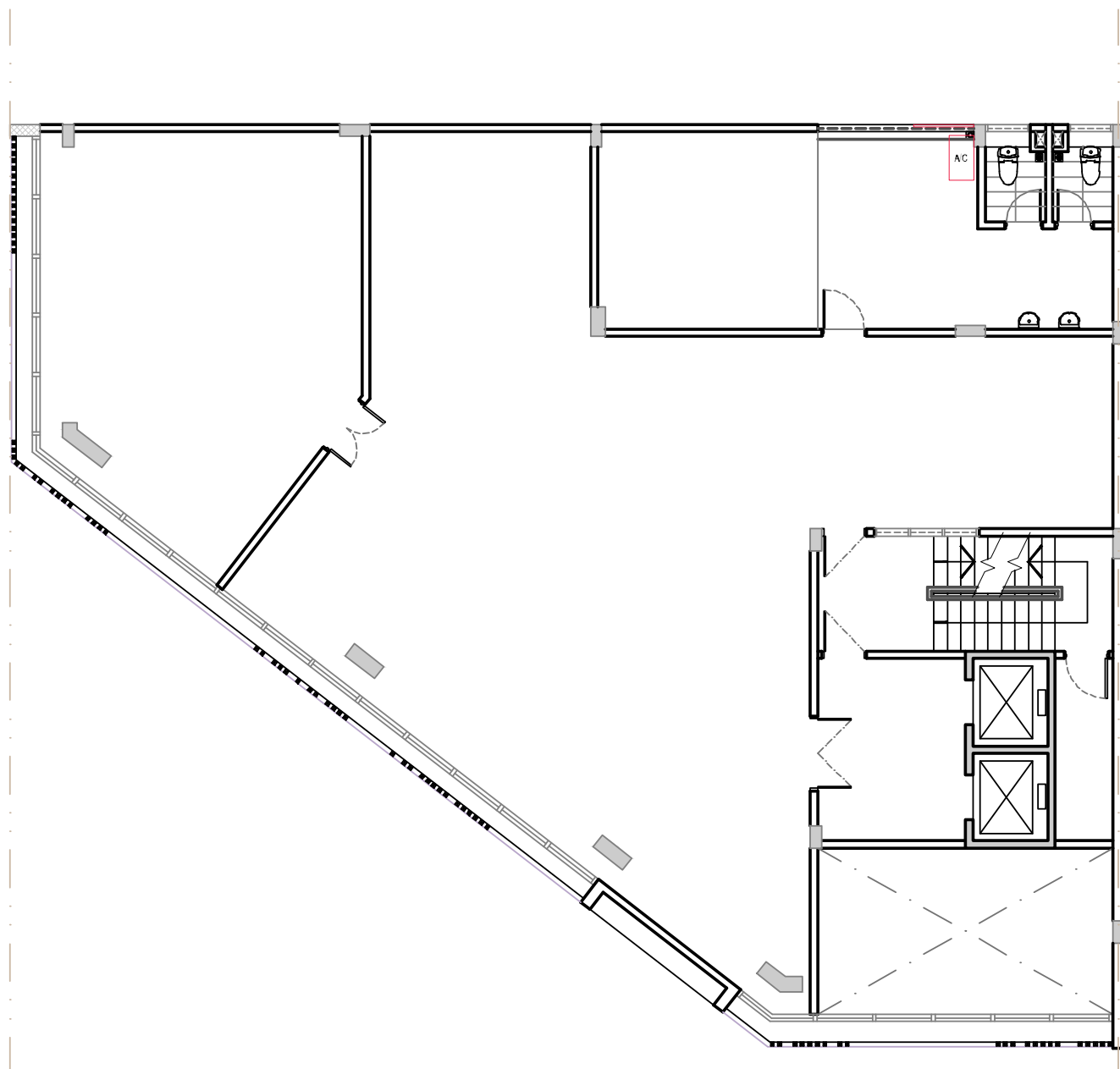
Type H



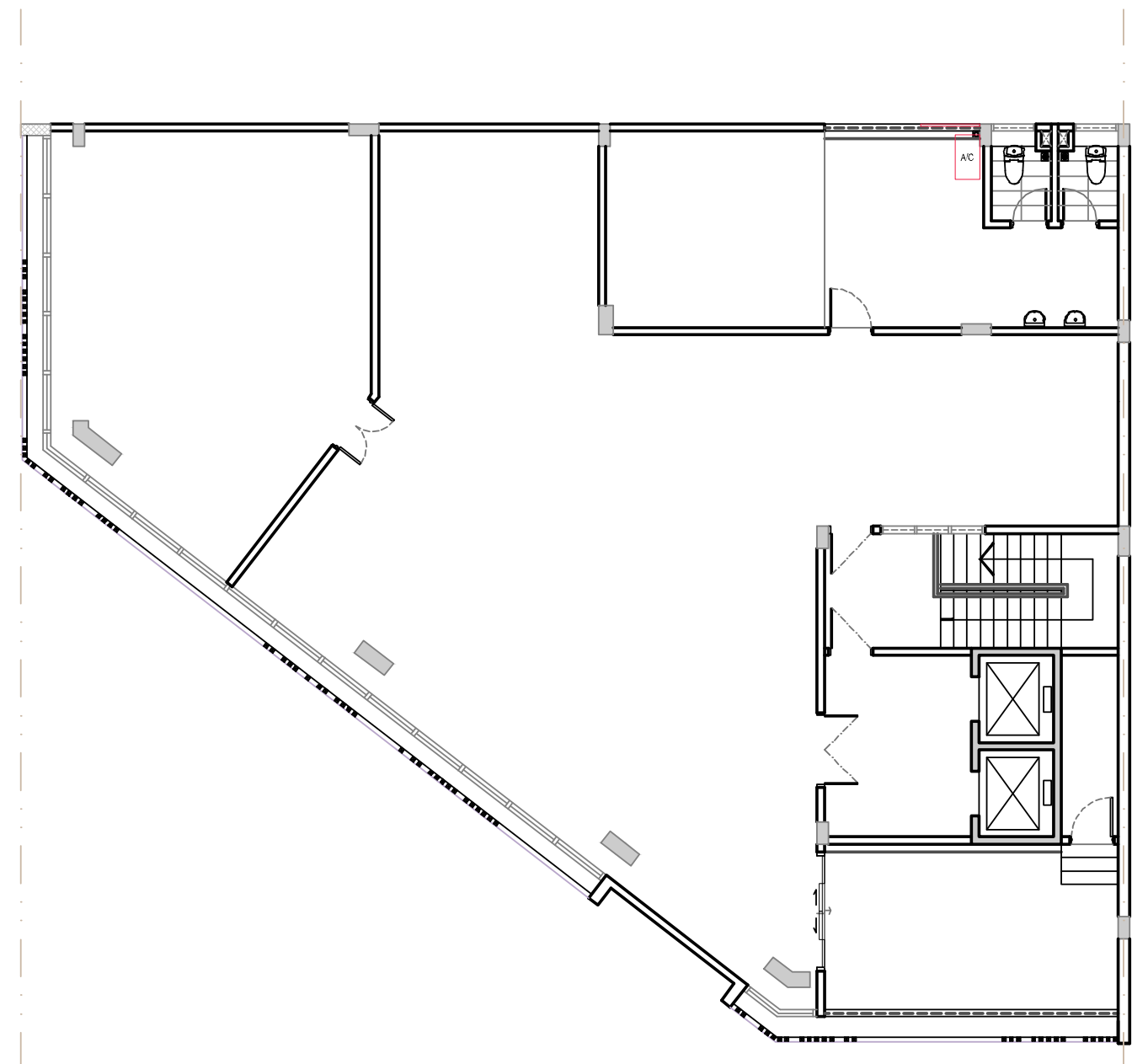
GROUND FLOOR



1ST FLOOR



2ND FLOOR



3RD FLOOR

FD1 / FD2 / SD1 / SD2 : Front & Side Staircase Entrance
 R1 / R2 / RD1 : Roller Shutter & Door for Rear Elevation
 W1 / W2 : Window & Grille for Rear Elevation
 (Refer to Annexure C)

Annexure E

Advertisement Guideline

Option A - “For Sale”



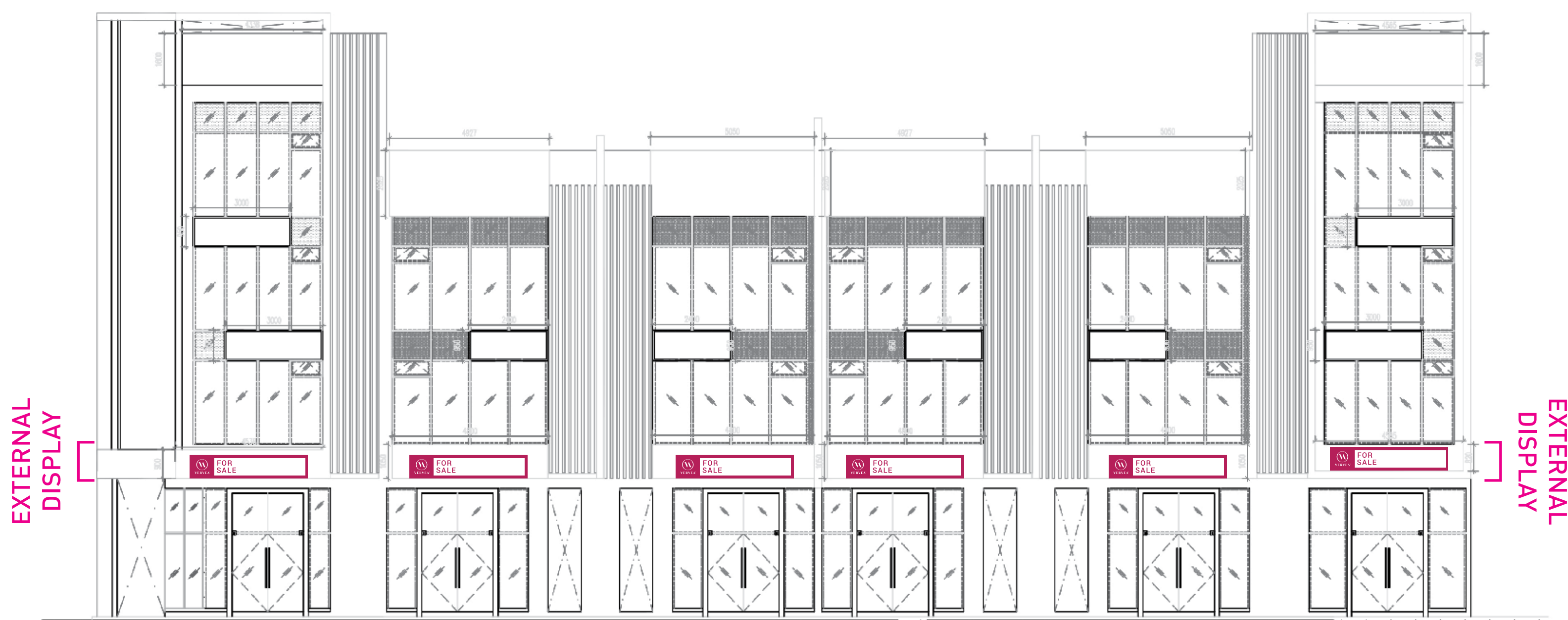
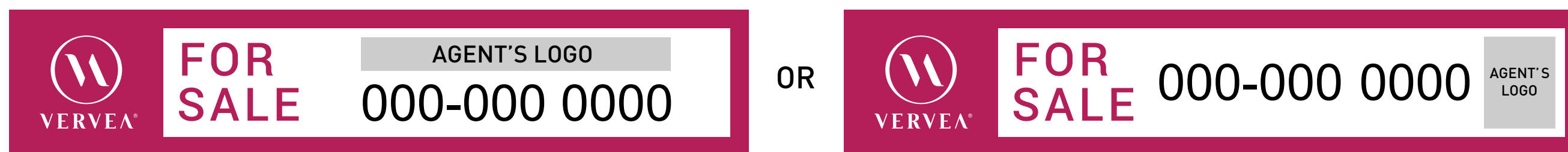
Click to download this advert artwork

Advert Size: 3810mm x 750mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word “FOR SALE”
- Installation method:
 - Using normal banner material
 - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of Positioning Property Agent Logo (if applicable):



Option A - "For Rent"



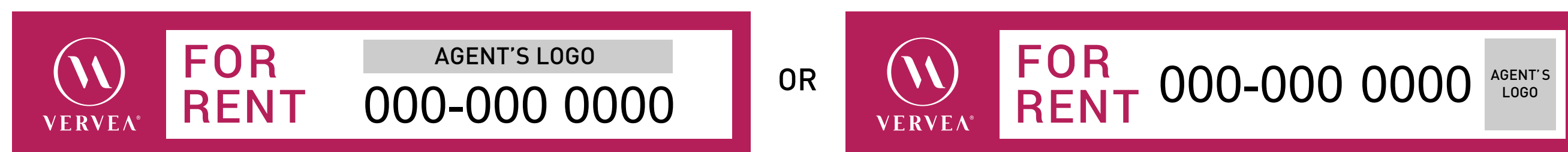
Click to download this advert artwork

Advert Size: 3810mm x 750mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR RENT"
- Installation method:
 - Using normal banner material
 - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of Positioning Property Agent Logo (if applicable):



Option A - “Sale/Rent”



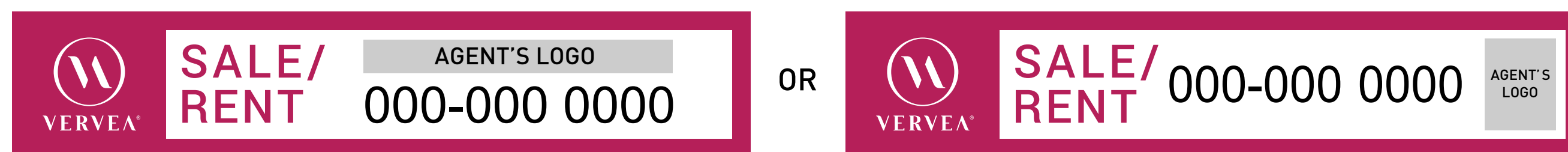

 Click to download this advert artwork

Advert Size: 3810mm x 750mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word “SALE/RENT”
- Installation method:
 - Using normal banner material
 - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of Positioning Property Agent Logo (if applicable):



Advertisement Guideline

Option B - “For Sale”



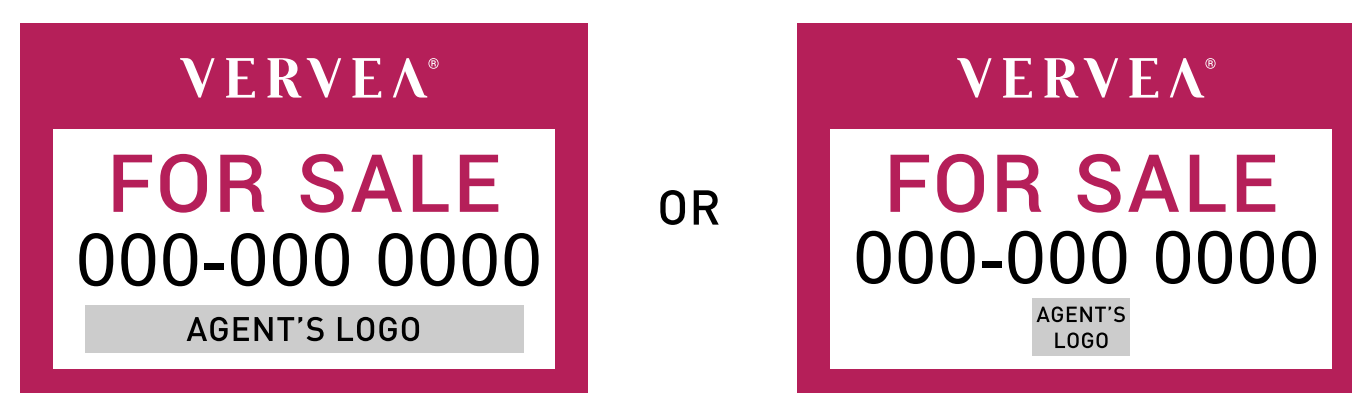
↓ Click to download this advert artwork

Advert Size: 900mm x 600mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word “FOR SALE”
- Installation method:
 - Using one way vision sticker
 - To be stuck under the window of each floor and aligned from top level to bottom level
- To notify Property Management on the installation date
- For parcels on **Business Street and Main Street**, artwork is to be affixed to the door aligned to the side where the above window openings are.

Example of positioning Property Agent logo (if applicable):



Option B - "For Rent"

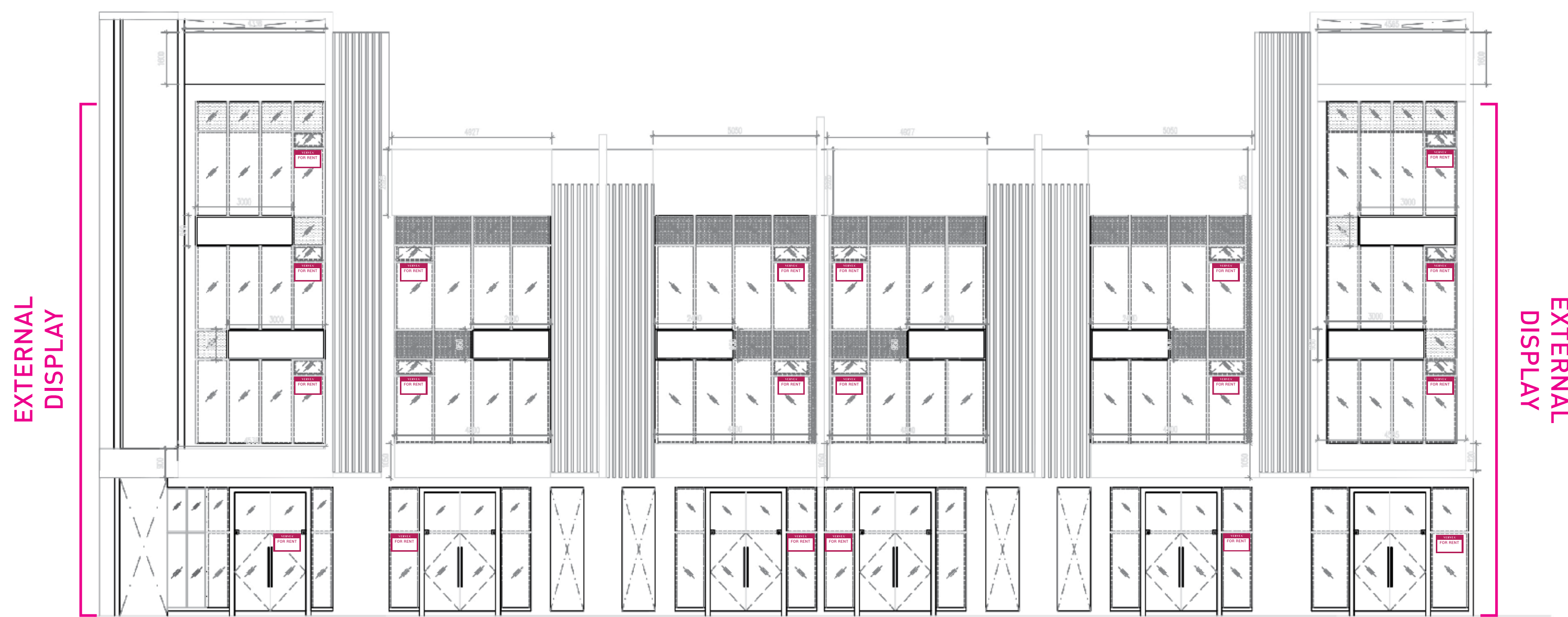
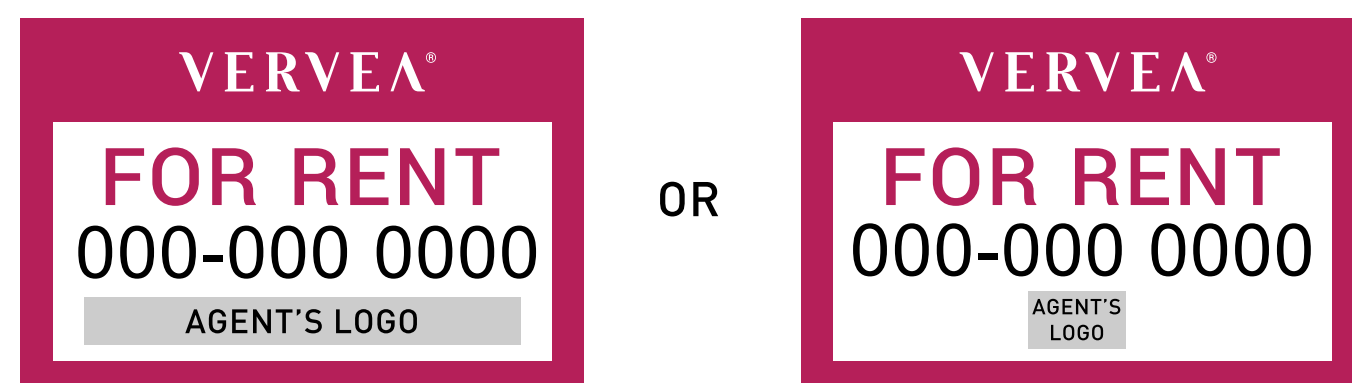


Advert Size: 900mm x 600mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR SALE"
- Installation method:
 - Using one way vision sticker
 - To be stuck under the window of each floor and aligned from top level to bottom level
- To notify Property Management on the installation date
- For parcels on **Business Street and Main Street**, artwork is to be affixed to the door aligned to the side where the above window openings are.

Example of positioning Property Agent logo (if applicable):



Option B - "Sale/Rent"



Advert Size: 900mm x 600mm

CMYK Colour Code: C24 M100 Y49 K7

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR SALE"
- Installation method:
 - Using one way vision sticker
 - To be stuck under the window of each floor and aligned from top level to bottom level
- To notify Property Management on the installation date
- For parcels on **Business Street and Main Street**, artwork is to be affixed to the door aligned to the side where the above window openings are.

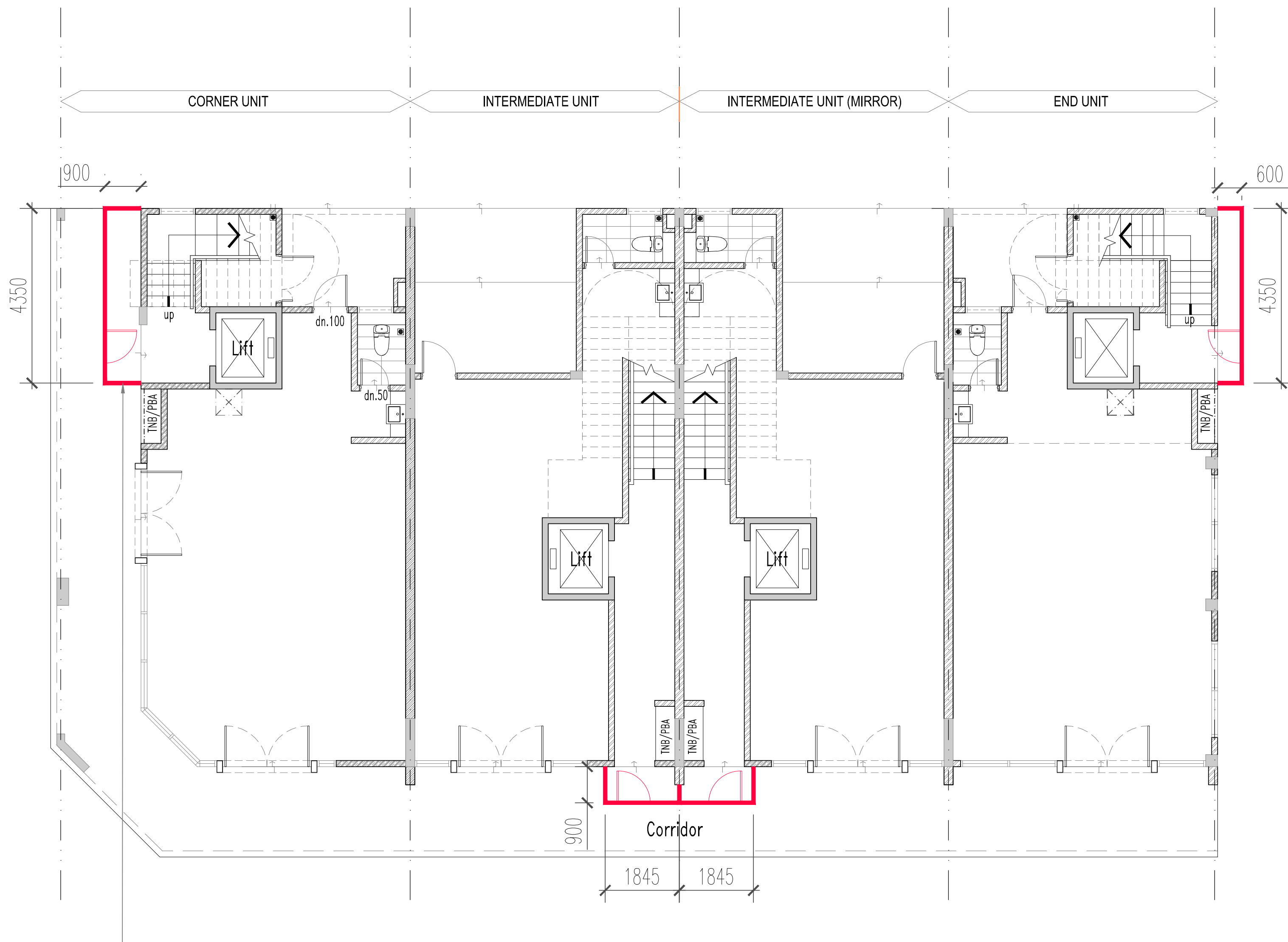
Example of positioning Property Agent logo (if applicable):



Annexure F

Hoarding Guideline (Business Street)

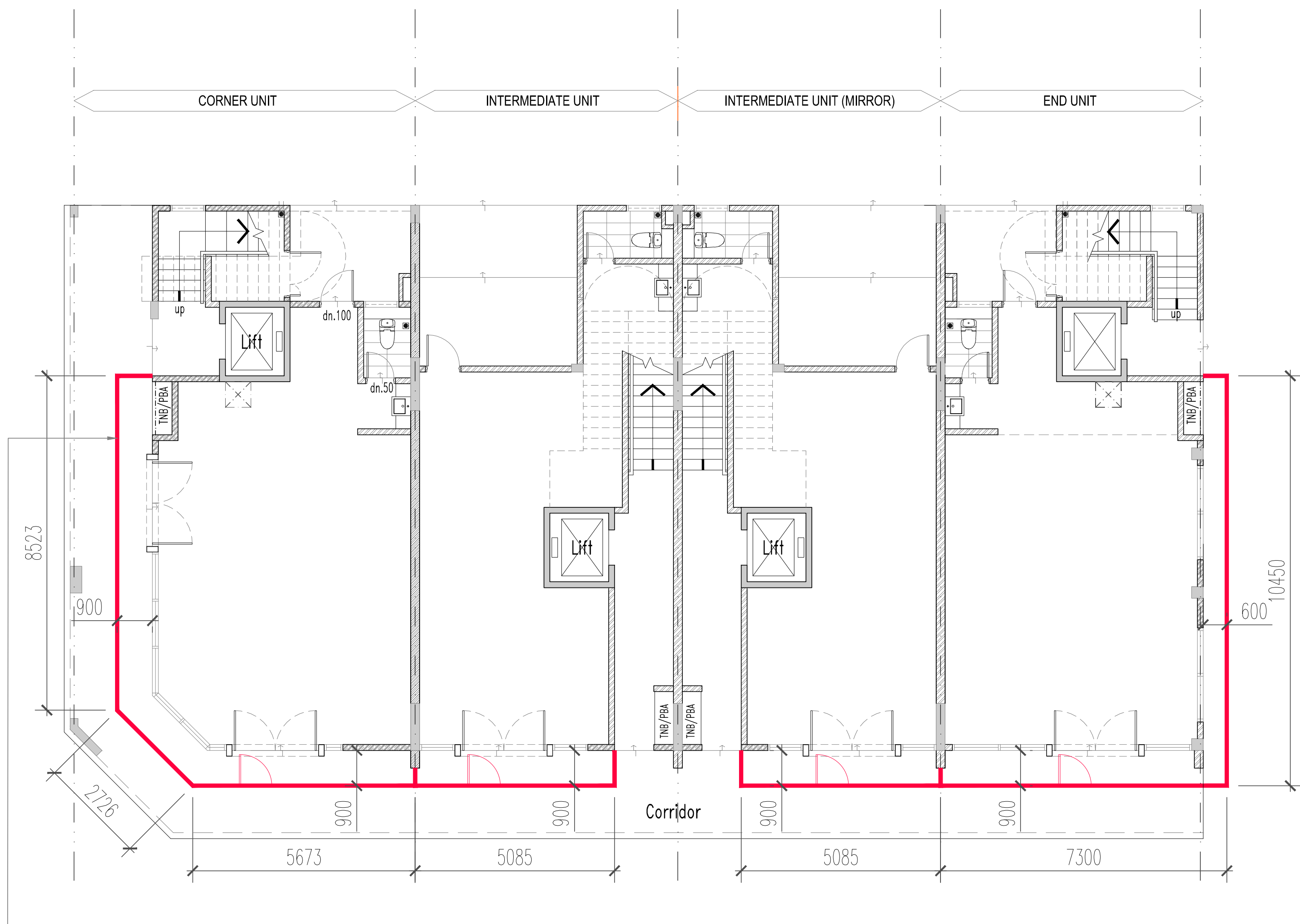
3 Options



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 1

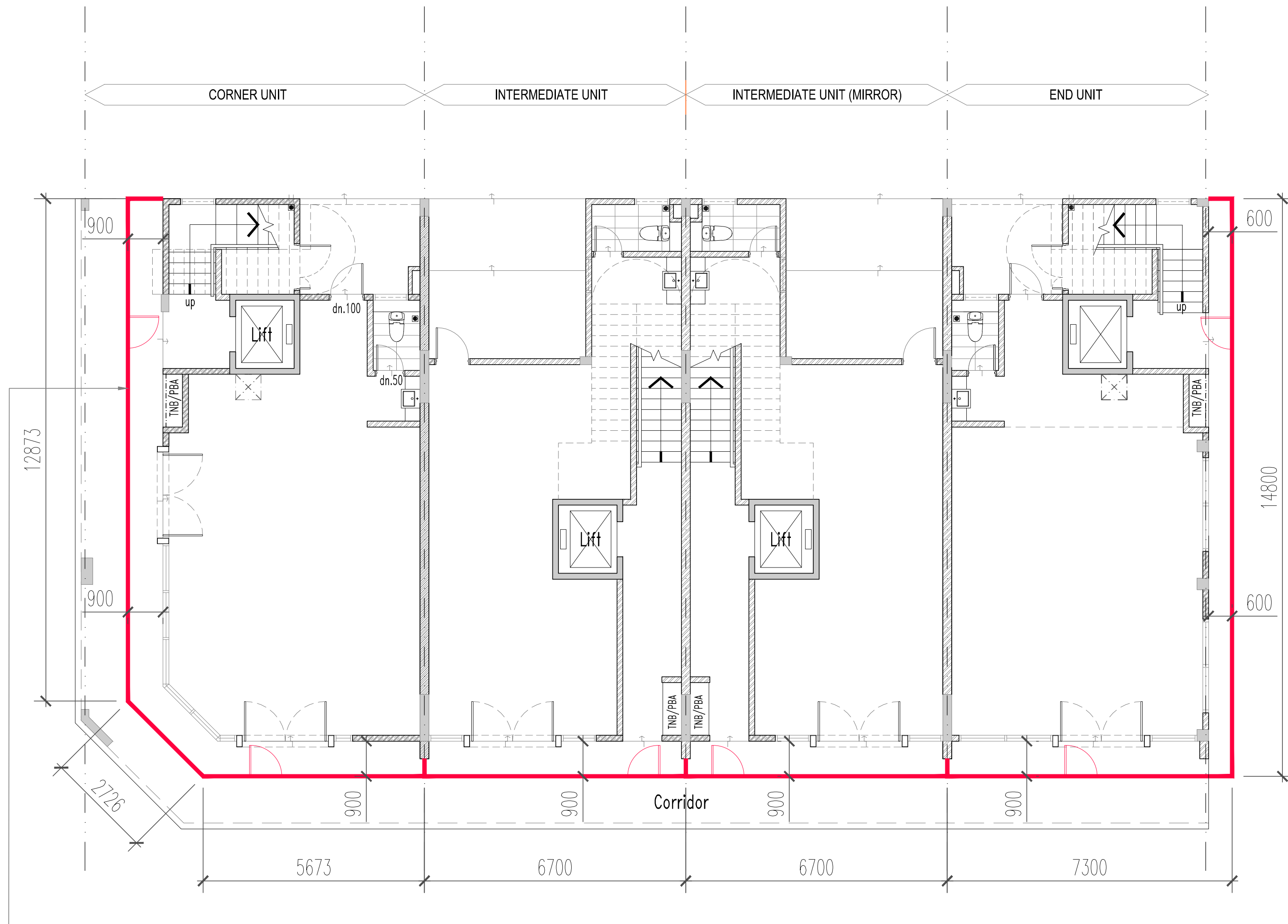
Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 2

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



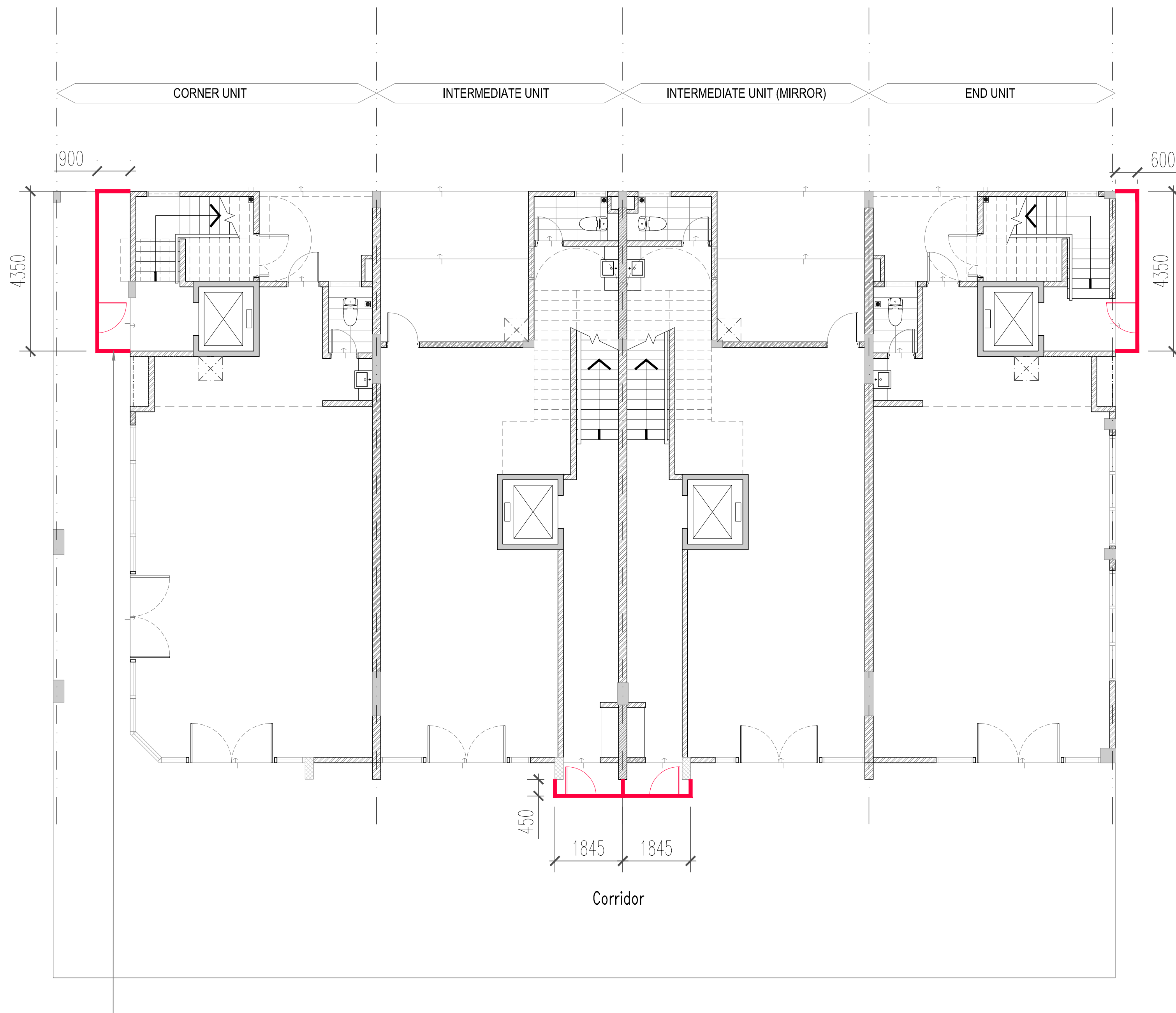
HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 3

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.

Hoarding Guideline (High Street)

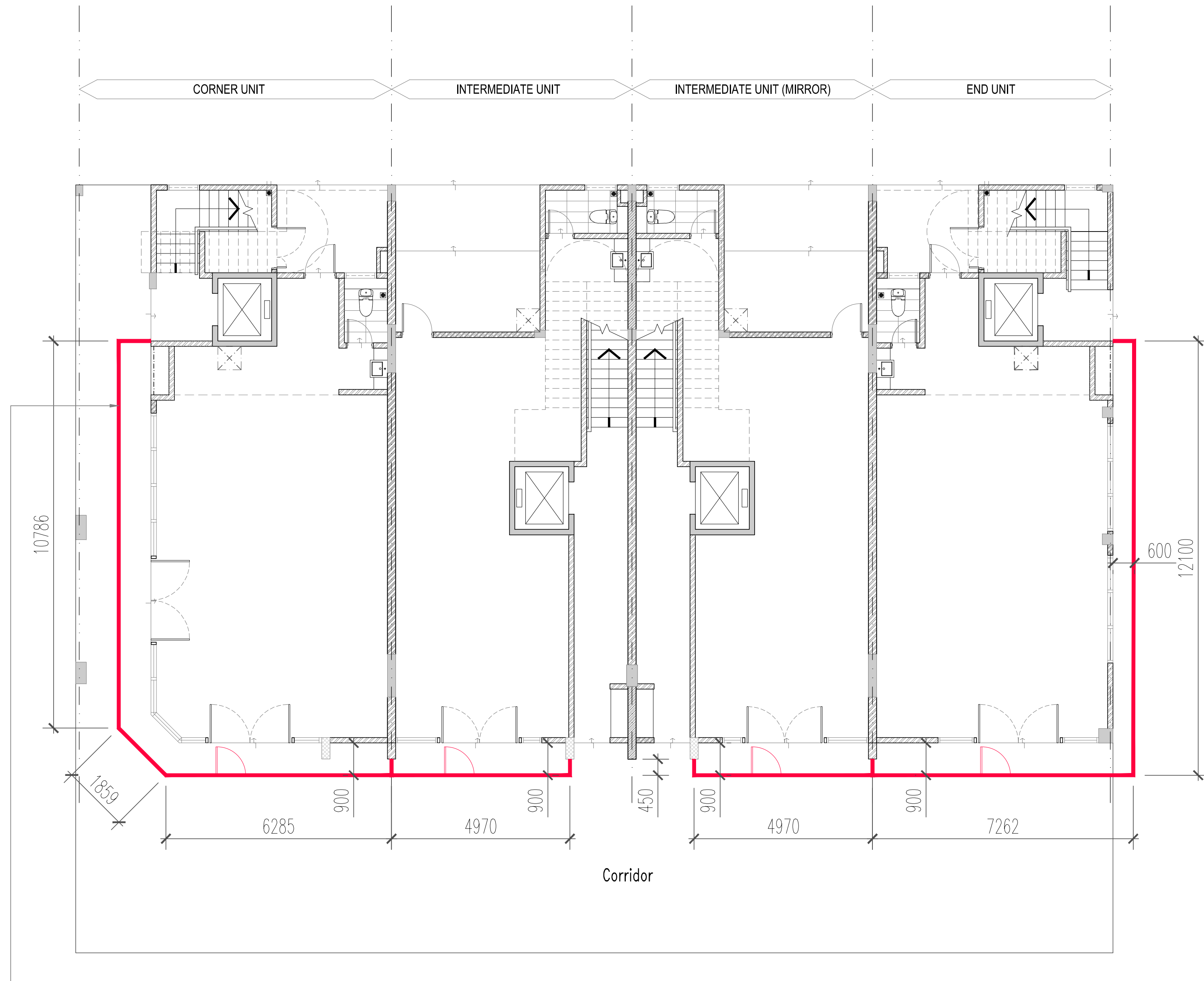
3 Options



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 1

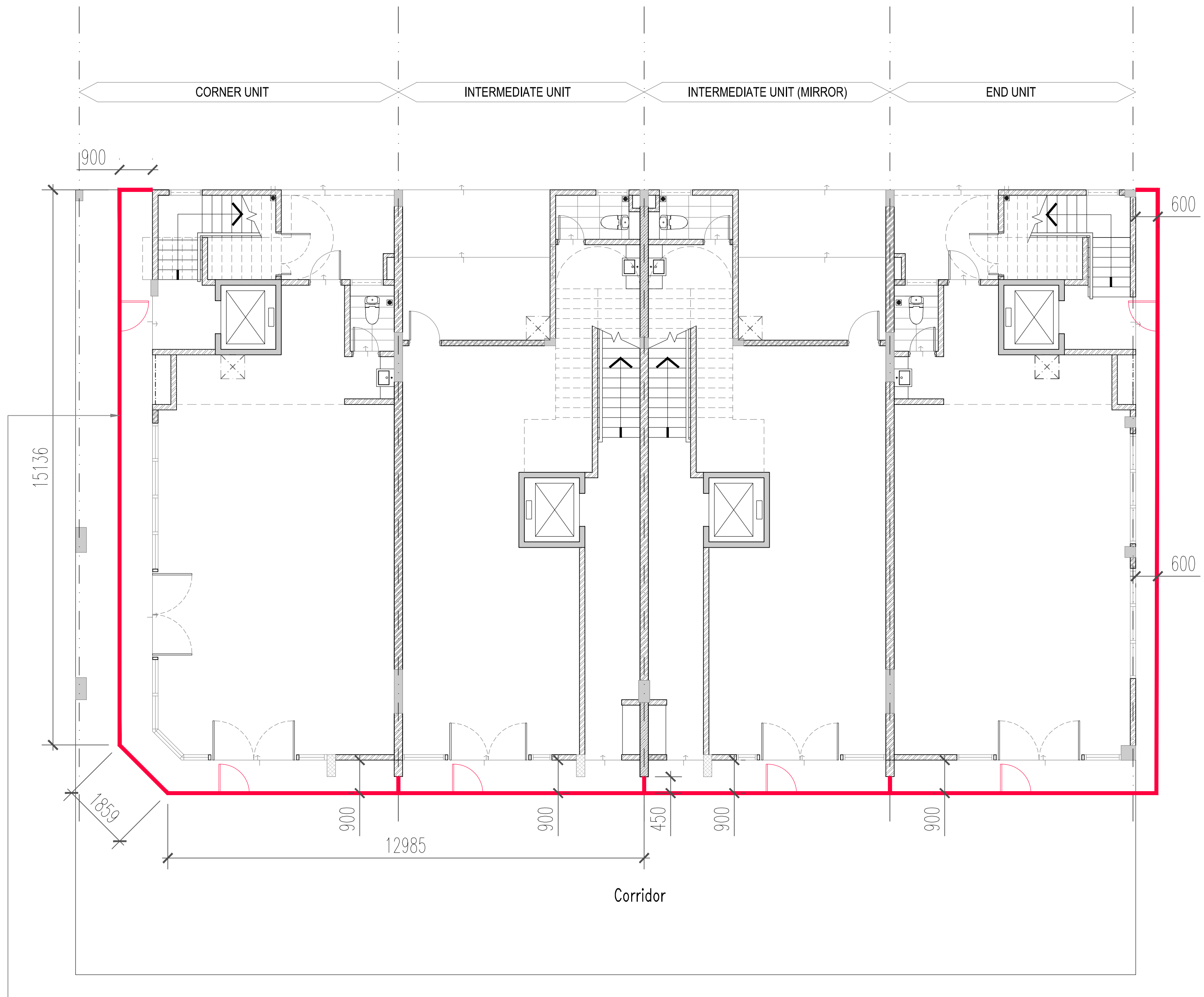
Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 2

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



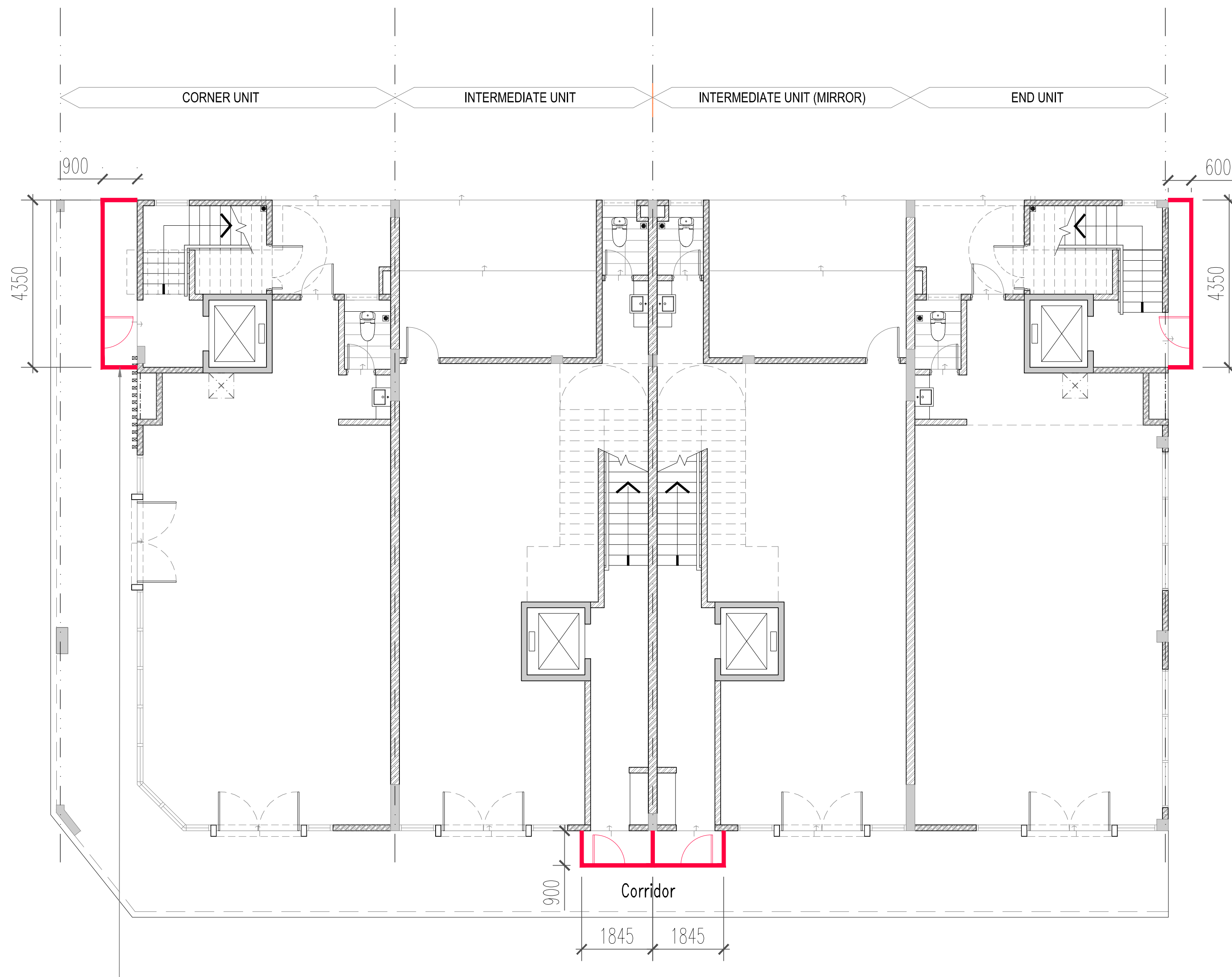
HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 3

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.

Hoarding Guideline (Main Street)

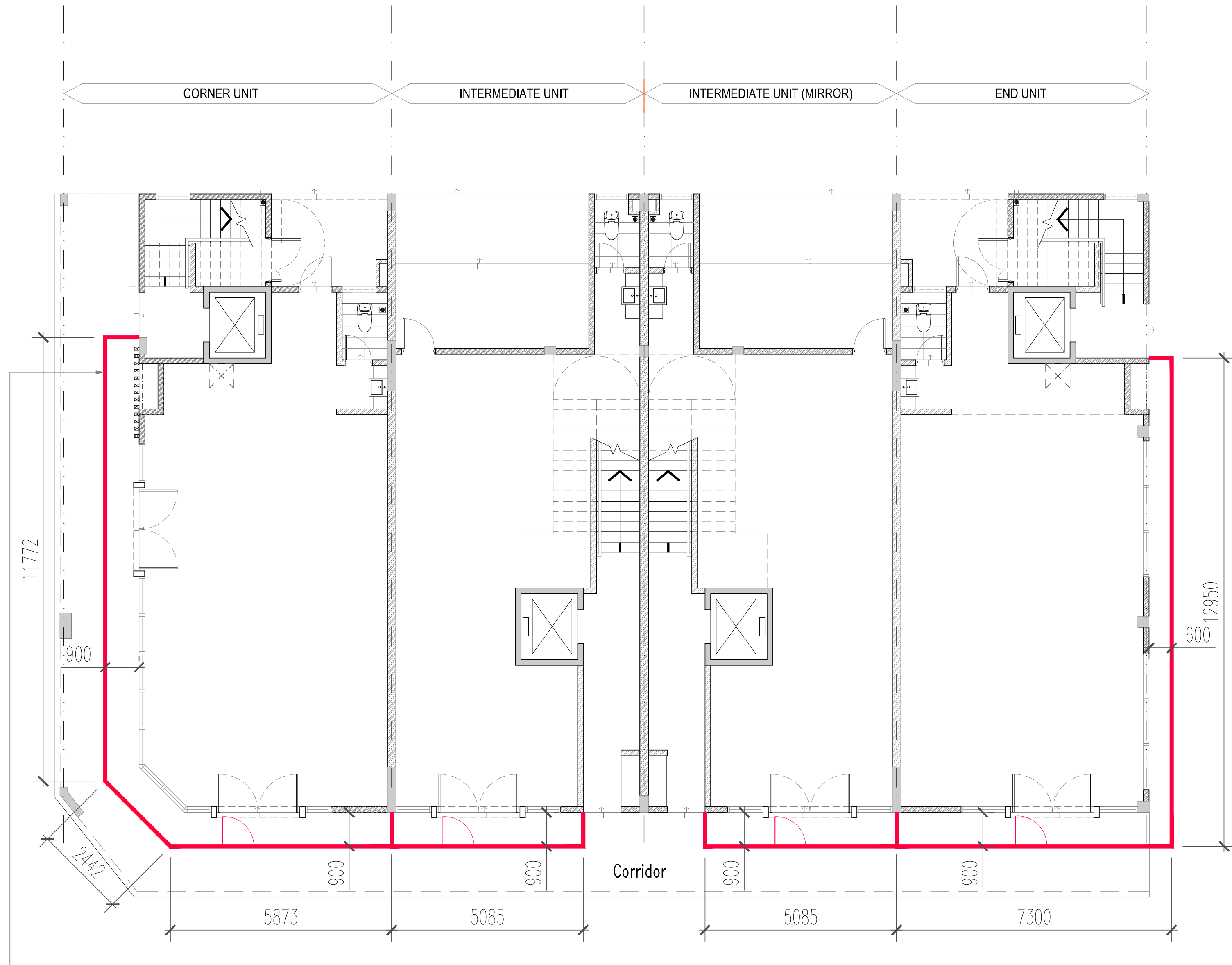
3 Options



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 1

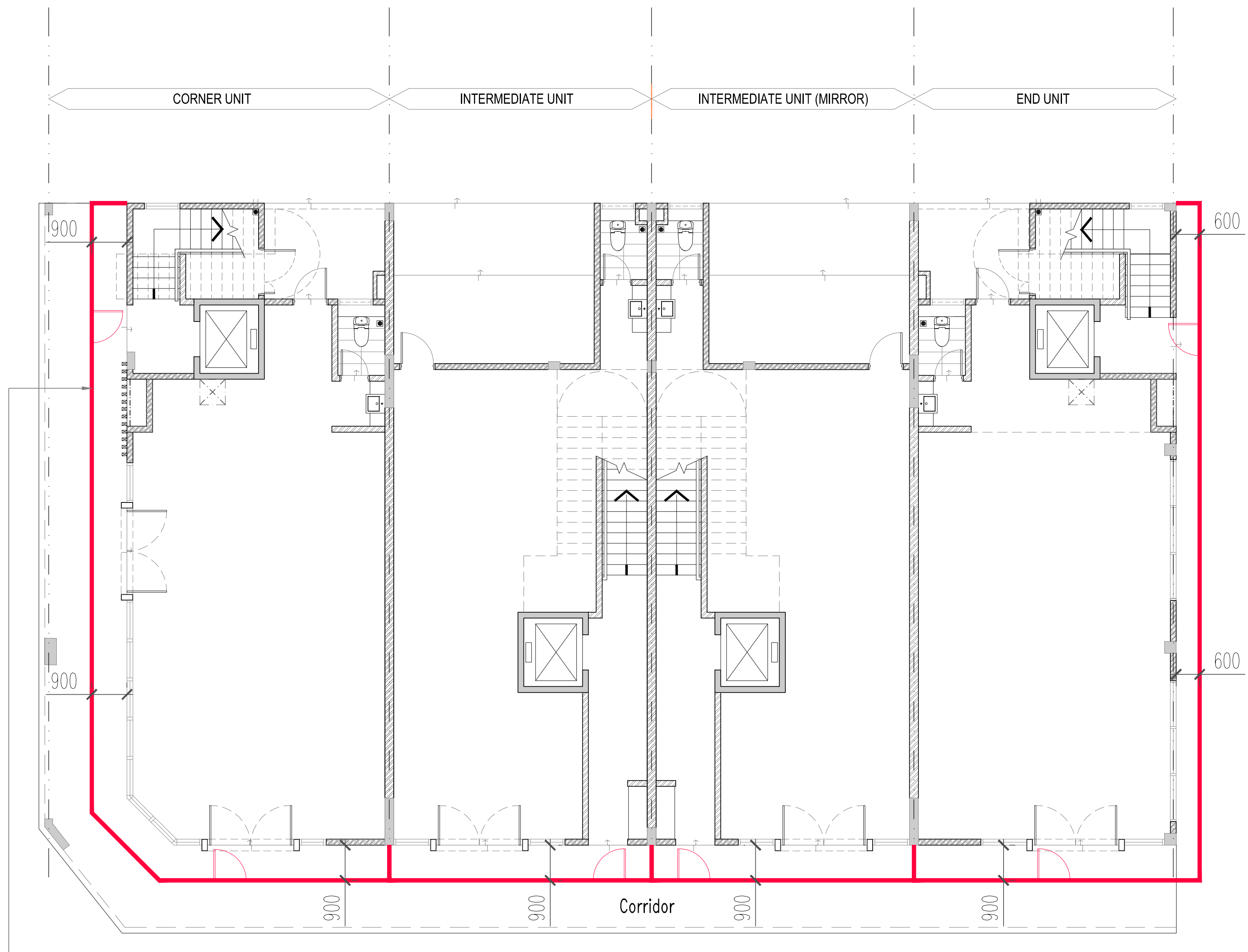
Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 2

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.



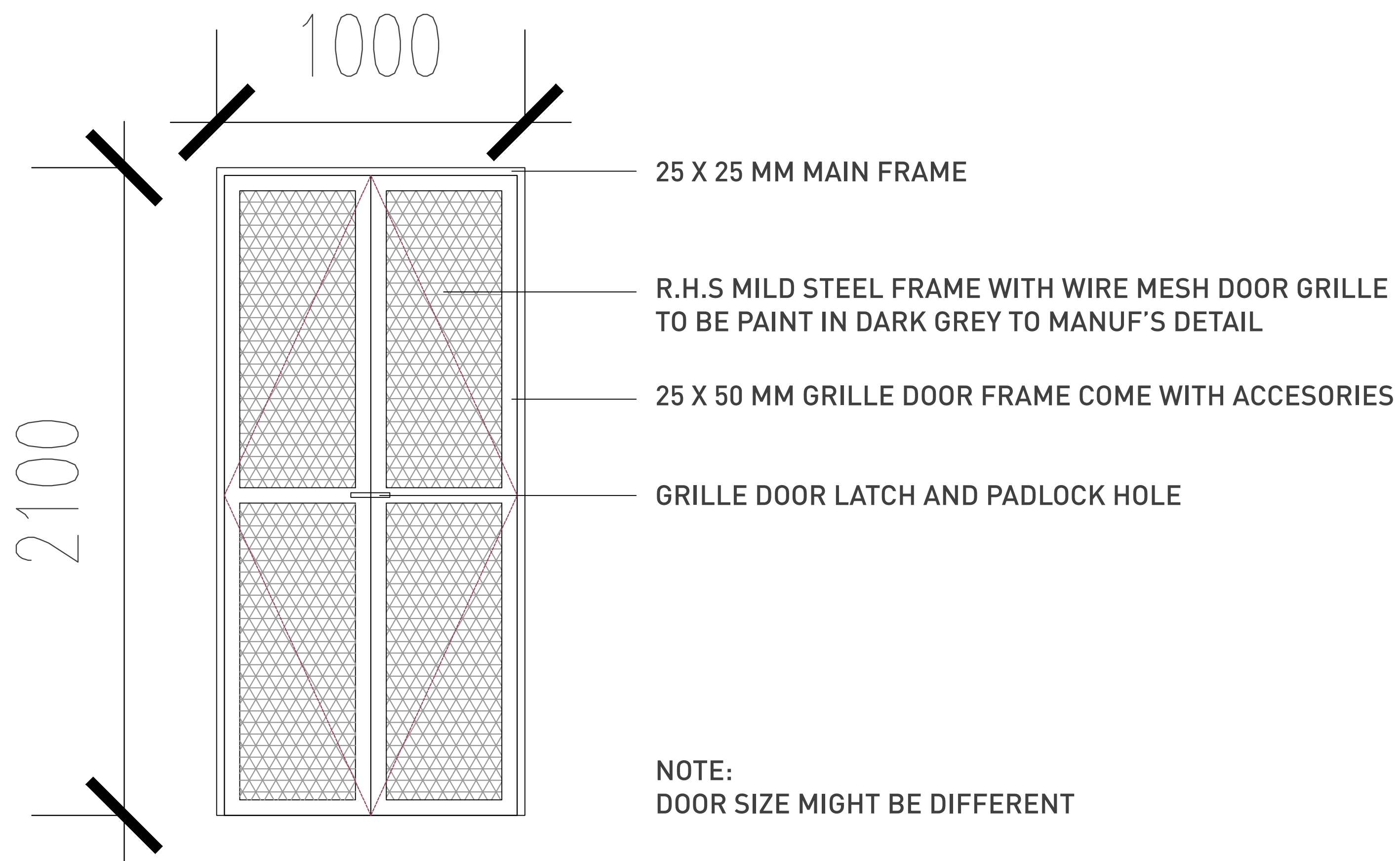
HOARDING PLACEMENT NEED TO BE 900MM / 600MM (END UNIT) FROM UNIT EXTERNAL WALL. THE HEIGHT NEED TO BE UP UNTIL BEAM HIGH AT CORRIDOR FROM FLOOR LEVEL.

OPTION 3

Note: All Hoarding shall be erected by the Management's appointed contractor at a cost depending on the parcel type.

Annexure G

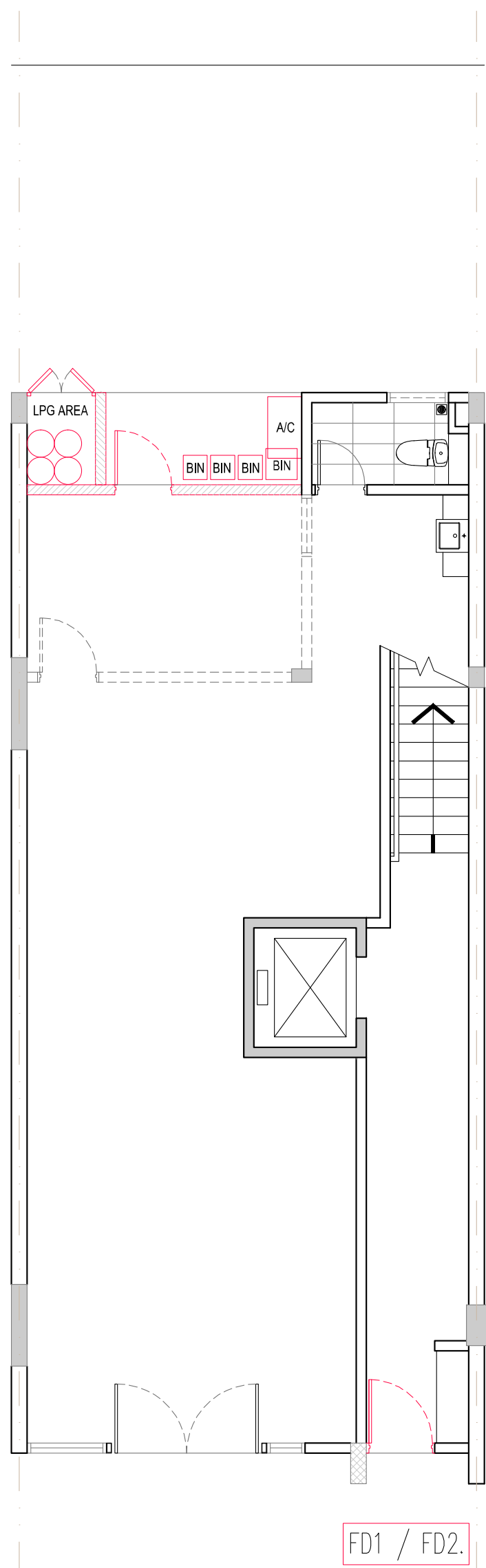
LPG Guideline



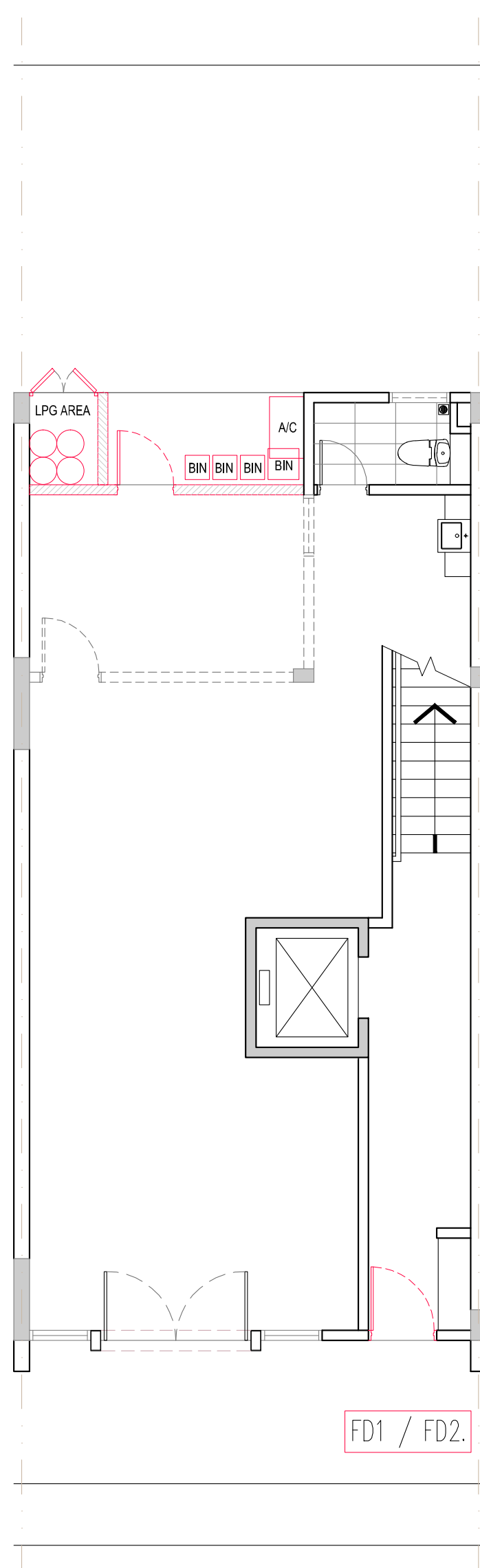
Intermediate Unit

Location of the LPG depends on parcel type:-

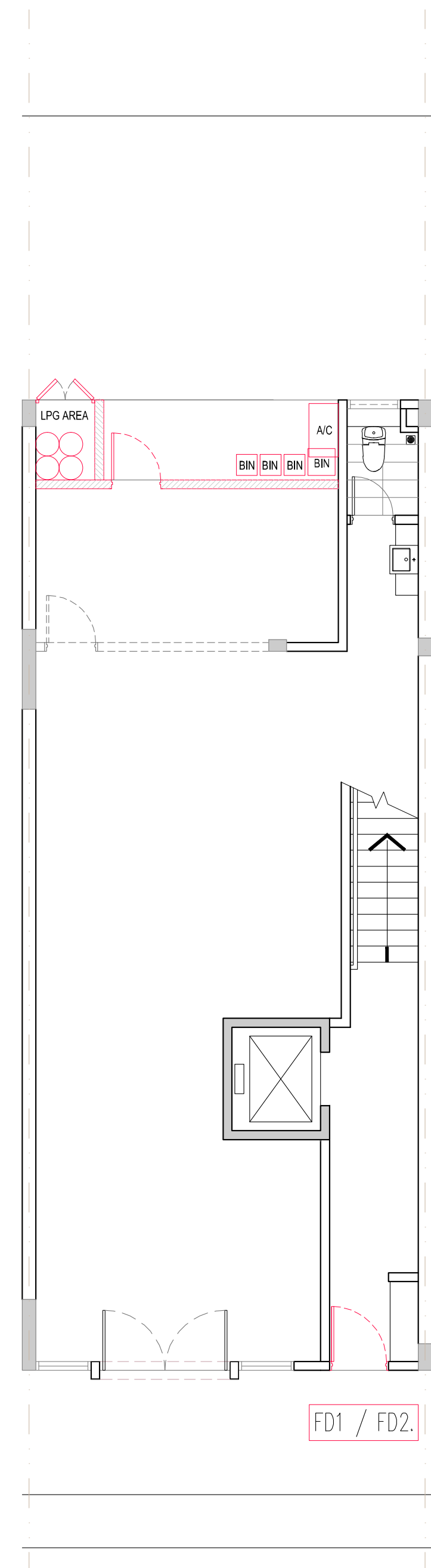
High Street



Business Street

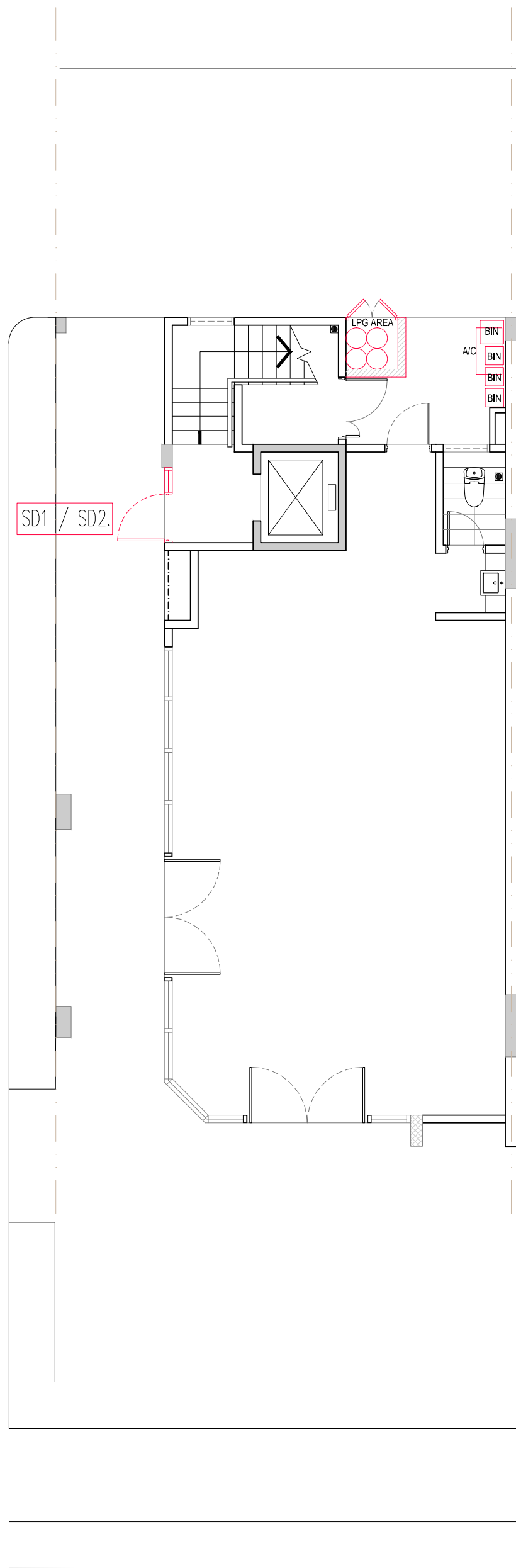


Main Street

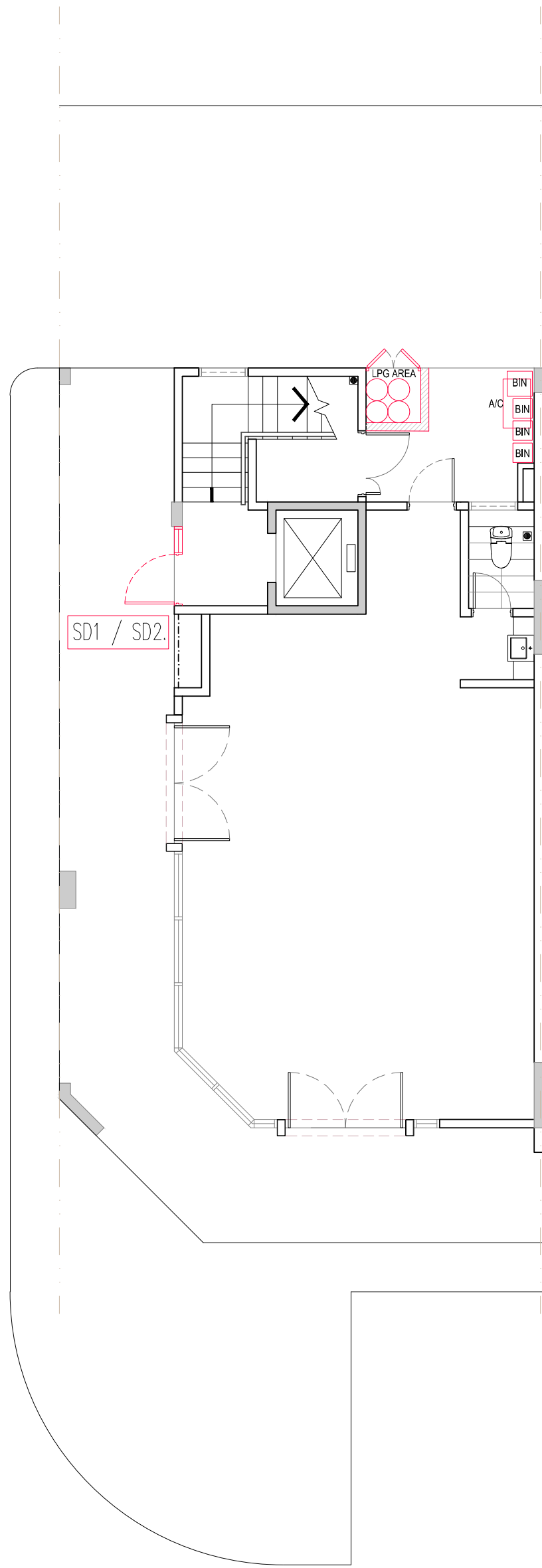


Corner Unit

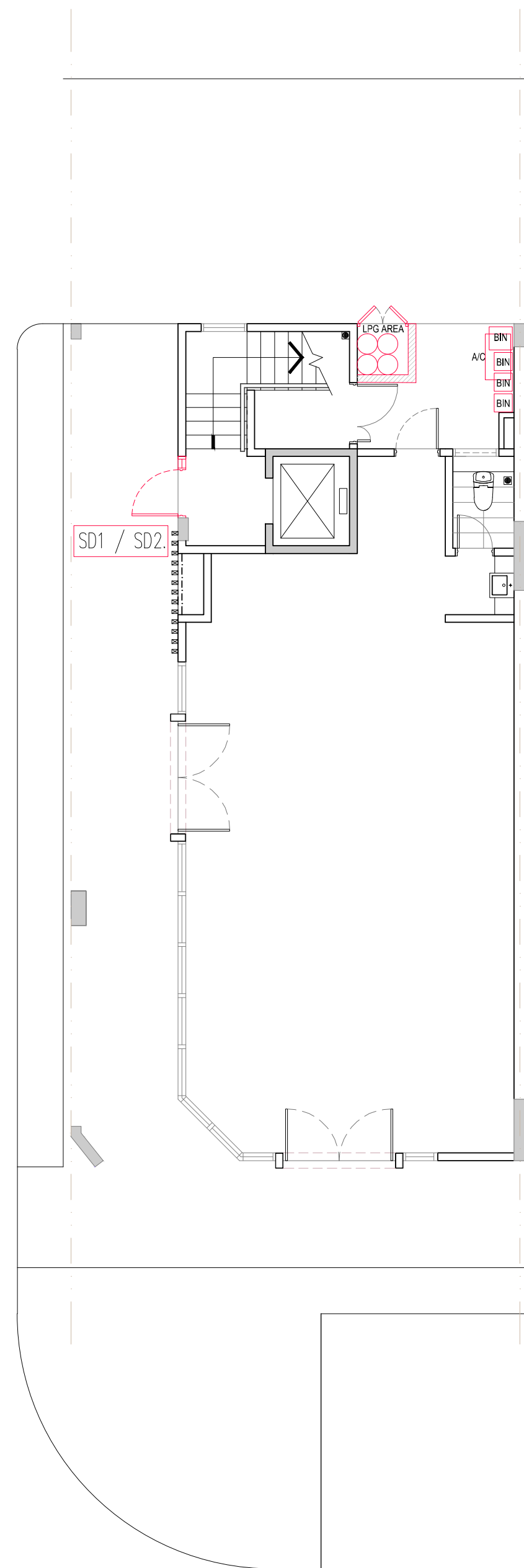
High Street



Business Street

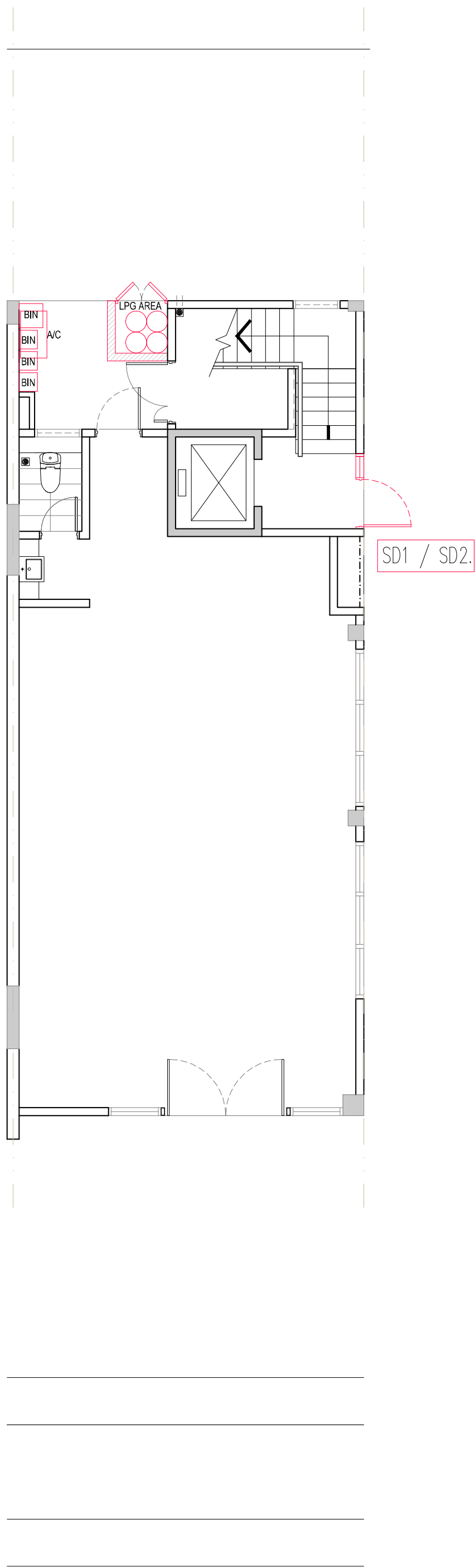


Main Street

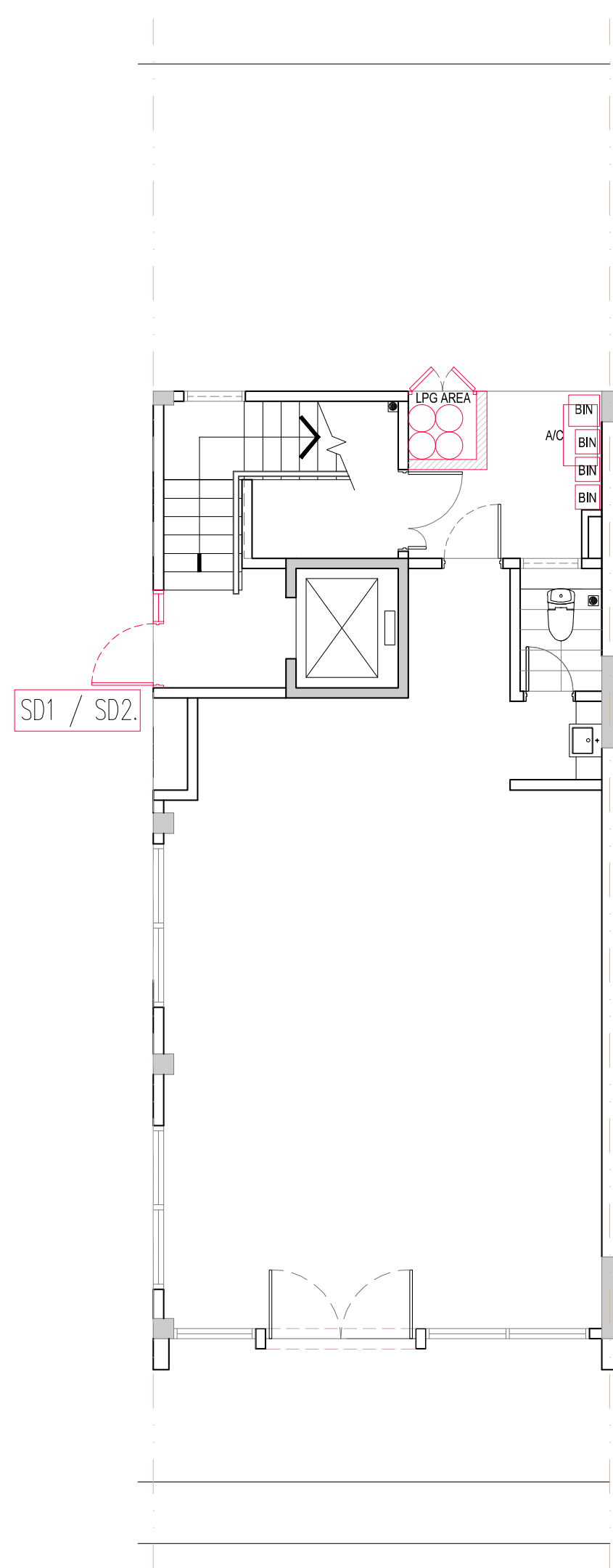


Corner Unit

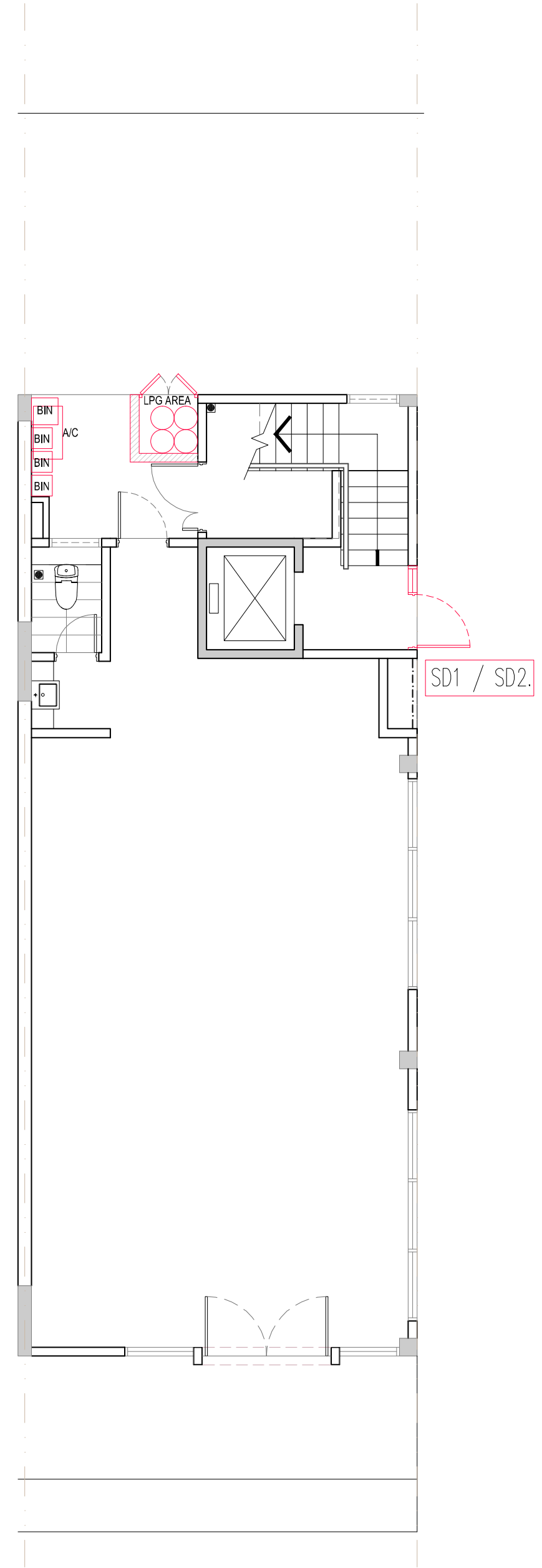
High Street



Business Street



Main Street



Annexure H

Kitchen Exhaust Fan



Emergency Contact Number

Telephone Contact Number to Call for Assistance:-

Telephone Operator Assistance Call:-

General Enquiry	102
Directory Service	103
Telegraph Service	104
International Call Assistance	108 ; 101
Multilingual Service	198

Telephone Contact Number for Emergency Call:-

Police Hotline in Penang	04-269 1999 / 04-588 7300 (Simpang Ampat)
Ambulance	999 / 04-200 2116 (General Hospital) For Mobile phone, dial 112)
Rescue	991
Fire Brigade	994 / 04-890 7335 (Bagan Jermal)
TNB (Customer Care)	1300 88 5454
PBA	04-225 8255
MPSP (Seberang Perai Municipal Council)	04-549 7555
Tourist Police	04-899 3222

Telephone Contact Number for Enquiry Call:-

Penang Ferry Service	04-310 2377 (Butterworth) 04-210 2363 (Georgetown)
Railway Station	04-261 0290; 04-323 7962
Airport Penang	04-643 4411
Penang Bridge Hotline	1300-1300-03; 04-398 7419
JPJ	04-658 1122; 04-398 8809; 04-226 5161
Tourist Information Centre	04-261 4461
Government Information Centre	04-228 6687
General Post Office	04-261 9220
Rapid Penang Bus Hotline	04-238 1212 / 04-238 1313
Taxi Service	04-229 9467 / 04-261 7098 / 04-210 8211



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