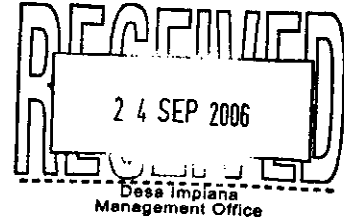


DATED THIS DAY OF , 20

BETWEEN



PRIMAHARTA DEVELOPMENT SDN. BHD.
(Company No. 389239-T)

AND

THE PARTY more particularly described in Part 1 of the Schedule A

DEED OF MUTUAL COVENANTS

[PARCEL NO.]

Prepared by :-

M/S TEE BEE KIM & PARTNERS
ADVOCATES & SOLICITORS
NO. 25A & 27A (1ST FLOOR),
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(REF NO.)



**MITRAJAYA
HOMES**

DEED OF MUTUAL COVENANTS

THIS DEED is made this day of , 20

Between

PRIMAHARTA DEVELOPMENT SDN. BHD. (Company No. 389239-T), a company incorporated in Malaysia and having its registered office at No. 9, Blok D, Pusat Perdagangan Puchong Prima, Persiaran Prima Utama, Taman Puchong Prima, 47100 Puchong, Selangor Darul Ehsan and a place of business at Pusat Perdagangan Puchong Prima, D-01-07, Block D, Jalan Prima 5/1, Persiaran Prima Utama, Taman Puchong Prima, 47100 Puchong, Selangor Darul Ehsan (hereinafter called "the Vendor") of the one part

And the party(ies) whose name(s) and description(s) as stated in Part 1 of the Schedule A hereto [hereinafter called "the Purchaser"] of the other part.

WHEREAS

- (1) By an Agreement in writing made the day and year stated in Part 2 of Schedule A hereto (hereinafter referred to as "the Sale and Purchase Agreement") between the Vendor of the one part and the Purchaser of the other part, the Vendor has agreed to sell and the Purchaser has agreed to purchase all that unit of condominium more particularly referred to and described in Part 3 of Schedule A hereto (hereinafter referred to as "the Unit") forming part of the development known as "**PUCHONG PRIMA, PHASE 4A - Desa Impiana**" (hereinafter referred to as "the Project") at the price and upon the terms and conditions therein contained.
- (2) The Vendor being desirous that the good image of "**PUCHONG PRIMA, PHASE 4A - Desa Impiana**" and harmony among the residents thereof be maintained has entered into the Sale and Purchase Agreement with the Purchaser on condition *inter alia* that the Purchaser executes and delivers this Deed of Mutual Covenants in favour of the Vendor as a principal party and as the agent for all other purchasers who have executed deeds in form and substance substantially similar to this Deed.

WHEREBY IT IS MUTUALLY AGREED as follows:-

CLAUSE I

DEFINITIONS/INTERPRETATION

1.1 In this Deed where the context so admits:-

"appropriate authorities" means any Governmental, semi or quasi government department or statutory body or agency with liberty and authority to exercise its rights or jurisdiction in connection with or affecting the said Buildings and the Project and any matter arising out of the term of this Deed.

"the said Building" means the buildings to be constructed by the Vendor on the said Land comprising individual units of condominium with Common Property.

"the By-Laws" means the by-laws set out in Clause 3 hereof and such other rules, regulations and by-laws which the Vendor may from time to time create or issue governing, restricting, regulating or relating to the use occupancy, appearance, maintenance and control of the units and Common Property in the said Buildings and the Project.

"Common Property" in relation to the Project means the portions of the said Buildings and the said Land which are not comprised in any individual units but shall exclude any part or parts of the said Buildings and the said Land which the Vendor has deemed fit to exclude and reserve for its absolute benefit.

"the said Land" means the land held under **Geran 54929 Lot No. 65095 (formerly known as H.S.(D) 134679 P.T. No. 490) in the Town of Puchong Perdana, District of Petaling, State of Selangor** in an area measuring approximately **65,579 square metres**.

"the Management Corporation" means the Management Corporation of the said Buildings to be constituted and established in accordance with the Strata Titles Act.

"the Management Fund" means the fund to be established and maintained by the Vendor under Clause 6.3 (a) hereof.

"the Project" means the development of the said Buildings as a condominium scheme on the said Land known as **PUCHONG PRIMA, PHASE 4A – Desa Impiana**.

"the Purchaser" means the person particularised in Part 1 of the Schedule A hereto as the owner of the Unit.

"the said Rules" shall refer to the House Rules and any modifications amendments and additions thereto from time to time made by the Vendor regulating the day to day use of all the individual units and the Common Property in the said Buildings.

"Sale and Purchase Agreement" shall refer to the Agreement made between the Vendor and the Purchaser in respect of the sale and purchase of the said Unit.

"Security Deposit" means the deposit payable by the Purchaser under Clause 4.11 hereof.

"Service Charge" means the monies, charges, costs and expenses to be levied, determined and/or incurred by the Vendor under and in accordance with the provisions of this Deed and or in the manner provided under the Sale and Purchase Agreement for services provided or for the control, management, administration, upkeep and maintenance of the Common Property and the said Buildings.

"Strata Titles Act" means the Strata Titles Act 1985 and includes any statutory amendment or re-enactment thereof.

"Sinking Fund" means the fund to be established and maintained by the Vendor under Clause 6.3 (b) hereof.

"the Unit" means the individual unit particularised in Part 2 of the Schedule A hereto which the Vendor has by the Sale and Purchase Agreement agreed to sell to the Purchaser.

"the Vendor" shall refer to Primaharta Development Sdn. Bhd. (Company No. 389239-T) of No. 9, Blok D, Pusat Perdagangan Puchong Prima, Persiaran Prima Utama, Taman Puchong Prima, 47100 Puchong, Selangor Darul Ehsan.

- 1.2 All references to statutes and rules include all amendments, which may be enacted from time to time.
- 1.3 Words applicable to natural persons include any body of persons or corporation and vice versa.
- 1.4 Words importing the singular number shall include the plural number and vice versa.
- 1.5 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 1.6 Reference to any party in this Deed shall include its successors and assigns.
- 1.7 Where an act is required to be done within a specified date, the period is inclusive of and begins to run from the date so specified.

- 1.8 The invalidity or unenforceability of any provisions herein shall not affect the validity of the other provisions hereof. In lieu of the invalid or unenforceable provision, a similar provision shall so far as practically and legally possible be substituted therefor so as to give effect to the intent of the parties hereto.

CLAUSE 2

MUTUAL COVENANTS

- 2.1 In consideration of the Vendor agreeing to assume the several duties and covenants herein contained the Purchaser agrees to be bound by the provisions of this Deed for the purposes of regulating the day to day use and enjoyment of the Unit and the Common Property and the management and administration of the said Buildings subject to the terms and conditions hereinafter set out.

CLAUSE 3

THE BY LAWS

- 3.1 The Purchaser hereby covenants and agrees with the Vendor and jointly and severally with the owners and occupiers of other units comprised in the said Buildings to be bound by the By-Laws quoted from the Third Schedule of the Strata Titles Act and set out verbatim hereunder in respect of the use of the Unit and the Common Property.
- 3.2 In the application of these By-Laws to the said Buildings: -
- 1) "the Buildings" in question is the said buildings herein defined in this Deed;
 - 2) "the Corporation" in question is the Management Corporation of the said Buildings and until it is formed its powers and duties herein shall be exercised and performed by the Vendor;
 - 3) "the parcel" in question shall mean any of the individual units comprised in the said Buildings;
 - 4) "the Unit Proprietor" in question shall mean the Owner for the time being of the unit in question and shall be construed as including the Purchaser herein.
 - 5) Except for By-Law 3.9, references in these By-Laws to a Unit Proprietor however expressed, where the context so admits, in the case of a unit occupied by a person who is not the Unit Proprietor shall be construed as including the occupier of that Parcel.
- 3.3 The Unit Proprietor shall permit the Corporation and its agent at all reasonable times on reasonable notice being given (except in the case of emergency when no notice is required) to enter his unit for the purposes of:-

- 1) Inspecting the Unit;
 - 2) Maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other unit or the Common Property;
 - 3) Maintaining, repairing or renewing Common Property; and
 - 4) Executing any work or doing any act reasonably necessary for or in connection with the performance of its duties or the enforcement of these By-Laws or other By-Laws affecting the Buildings.
- 3.4 The Unit Proprietor shall forthwith carry out the work ordered by any competent public or statutory authority in respect of his unit other than such work for the benefit of the Buildings generally and shall pay all assessments, charges and outgoings which are payable in respect of his Parcel.
- 3.5 The Unit Proprietor shall repair and maintain his unit and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- 3.6 The Unit Proprietor shall use and enjoy the Common Property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other purchasers or their families or visitors.
- 3.7 The Unit Proprietor shall not use or permit his unit to be used in such a manner or for such a purpose as to cause nuisance or danger to any other unit proprietor or the families of such unit proprietors.
- 3.8 The Unit Proprietor shall not use his unit contrary to the terms of use of the unit shown in the Plan approved by the relevant authority.
- 3.9 The Unit Proprietor shall notify the Corporation forthwith of any intended change in the proprietorship of his unit or of any other dealing with his unit of which he is aware for entry in the strata roll maintained by the corporation for this purpose.
- 3.10 The Unit Proprietor shall not use his unit for any purposes (illegal or otherwise) which may be injurious to the reputation of the Buildings.
- 3.11 The Unit Proprietor shall not use as fuel any substance or material, which may give rise to smoke or fumes or obnoxious smells.
- 3.12 The Unit Proprietor shall not 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.
- 3.13 The Unit Proprietor shall not keep any birds or domestic fowls, dogs, cats or any other animals in his unit or on the Common Property which may cause annoyance to any other unit proprietors in the said Buildings.

- 3.14 The Vendor may from time to time create, adopt, delete, vary, amend or replace the By-Laws not inconsistent with the By-Laws set out in the Third Schedule of the Strata Titles Act and shall make available to the Purchaser a copy of the By Laws which are then in force. The Vendor shall advise the Purchaser of any amendments or variations to or deletions from or creation, replacement or adoption of the By-Laws as and when appropriate. A copy of the By-Laws as amended from time to time shall be available for inspection at the registered office of the Vendor or such other place as the Vendor may nominate and shall be provided to the Purchaser upon request.

CLAUSE 4

PURCHASER'S COVENANTS AND OBLIGATIONS

- 4.1 The Purchaser hereby further covenants and agrees with the Vendor and jointly and severally with the owners and the occupiers of the other units comprised in the said Buildings to be bound by the covenants and observe any restrictions of use and enjoyment as set out hereunder in respect of the use of the Unit and the Common Property as the Vendor may from time to time deem fit to impose.
- 4.2 The Purchaser hereby undertakes not to and shall ensure that his financier shall not lodge any caveat against the said Land prior to the issuance of the Strata Title of the Unit. In the event the Purchaser and/or his financier shall lodge a caveat over the said Land or any part thereof the Vendor shall be entitled to take the appropriate action to have the same cancelled or removed and the Purchaser shall bear all the costs and expenses incurred in respect thereof.
- 4.3 The Purchaser shall duly observe and comply with the House Rules hereby attached and any other rules made from time to time by the Vendor pertaining to the Unit and/or the Project including any modifications and amendments thereof or additions thereto (which rules modifications amendments and additions are hereinafter collectively referred to as "the said Rules"). Notice of the said Rules shall from time to time be given to the Purchaser in writing or left for the Purchaser at the Unit. In the event of any conflict between the said Rules and any provisions of this Deed, the provisions of the said Rules shall prevail.
- 4.4 The Purchaser shall within seven (7) days of the receipt of any notice or order issued or made to the Purchaser in respect of the Unit by or on behalf of the appropriate authority give full particulars thereof to the Vendor and produce such notice or order to the Vendor and shall also without delay and within the time prescribed by such notice or order take all reasonable and necessary steps to comply with or attend to the same unless otherwise instructed by the Vendor and shall also, at the request of the Vendor but at the cost and expense of the Purchaser, join with the Vendor in making such objection or representations against the same and such cost and expense shall be paid within fourteen (14) days of the date of the Vendor's notice for such payment.

- 4.5 The Purchaser shall not without the prior written consent of the Vendor install any appliances or plants which may in any way interfere with or adversely affect the functioning use or enjoyment of any part of the Common Property or any of the appliances machines or plants installed in the said Buildings or on the said Land.
- 4.6 For the purpose of maintaining the image of the Project the Purchaser shall not without the prior written consent of the Vendor which consent shall not be unreasonably withheld, re-decorate the exterior of the Unit in any manner that may prejudice and/or adversely affect the image of the Project. Any contractor required to be engaged by the Purchaser to decorate the Unit shall be subject to the prior written approval of the Vendor and in the event that the Vendor shall consider the contractor to be unsatisfactory or unsuitable, then the Purchaser shall engage a contractor selected by the Vendor and agreed to by the Purchaser.
- 4.7 The Purchaser shall not affix any grilles or place or construct anything in or upon the Common Property or the said Land or any part thereof or anything which is or may be an obstruction or a nuisance to the freedom of movement or cause injury or damage to men or vehicle or adversely affect or obstruct the use or enjoyment of the Common Property and the said Land. The Vendor shall have the right to request the Purchaser to remove any such obstruction or nuisance in the interest of the owners and occupiers of all the other units failing which the Vendor shall be entitled to remove the same at the cost and expense of the Purchaser, such cost and expense to be paid within fourteen (14) days of the date of the Vendor's notice for such payment.
- 4.8 From the date when vacant possession is given or deemed to be given, the Purchaser shall at all times keep and maintain the external walls of the Unit and its party walls (in equal shares with the party who shares the wall with the Purchaser), its fittings, pipes, cables and wires therein in good and substantial repair and condition (and rebuild or replace the same if necessary) to the satisfaction of the Vendor and shall permit the Vendor with or without workmen at any convenient hours in the day time to enter into the Unit and examine the state and condition of the pipes, cables, wires and fittings and forthwith to request the Purchaser at the Purchaser's cost and expense to make good all leakages and faults which might be a nuisance to the occupants of the other parcels.
- 4.9 From the date when vacant possession is given or deemed to be given, the Purchaser hereby undertakes to contribute a fair and rateable portion of the cost of construction and/or erection and installation and/or demolition of any building structure, machinery, plant, equipment items whatsoever to and on the Common Property as may be required from time to time by the appropriate authorities.
- 4.10 In the event that before the formation of the Management Corporation the Vendor has to incur extraordinary expenses in or about the Project pursuant to a direction of any appropriate authorities for the benefit of the Project or part thereof the Purchaser shall bear a proportionate sum to be quantified and notified in writing by the Vendor to the Purchaser of all costs to be incurred thereto, such sum shall then become due and payable by the Purchaser to the Vendor whether

formally demanded or not PROVIDED that full particulars in respect of such expenses shall be rendered upon request by the Purchaser.

- 4.11 The Purchaser shall make good to the satisfaction of the Vendor's architect the full extent of all damage to the Common Property caused by the Purchaser, his invitees, servants or agents. Notwithstanding the generality of the foregoing provision for the purpose of this Clause, the Purchaser before taking possession of the Unit shall pay to the Vendor as Security Deposit against damage to the Common Property in an amount equivalent to one (1) month Service Charges payable by the Purchaser hereunder (hereinafter referred to as the "Security Deposit") and such sum may be varied at the discretion of the Vendor to commensurate with any variation of such Service Charges by the Vendor. The sum shall be held by the Vendor as security against any claim to damages until the formation of the Management Corporation when the Security Deposit or such balance thereof shall be transferred to the Management Corporation.
- 4.12 The Purchaser shall not do or suffer to be done anything whereby the policy or policies of insurance on the said Buildings or any part thereof may become void or voidable or whereby the rate of premium thereon may be increased and to make good all damages suffered by the Vendor and to repay the Vendor on demand all sums paid by them by way of increased premium and all reasonable expenses incurred by the Vendor in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Vendor.
- 4.13 The Purchaser shall not use or cause or permit to be used the Unit for any illegal unlawful or immoral purposes and shall not permit any act or thing or use of the Unit or the Common Property which might become a nuisance or give reasonable cause for complaint to any of the owners or occupants of any other units or any neighbouring building.
- 4.14 From the date when vacant possession is given or deemed to be given, the Purchaser shall promptly pay to the Vendor: -
- (i) Service Charges towards the maintenance of the Management Fund as referred to in Clause 6.3 (a) hereof; and
 - (ii) contributions towards the maintenance of the Sinking Fund as referred to in Clause 6.3 (b) hereof.

The first of such payments shall be made within fourteen (14) days from the date of the Vendor's notice for such payment and subsequent payments monthly in advance thereafter, whether formally demanded or not. If the Purchaser shall fail to pay or delay in paying the service Charges or contributions herein covenanted to pay, the Vendor shall in addition to Clause 8.2 (6) be entitled to suspend the water supply to the Unit without in any way being liable to the Purchaser.

BINDING EFFECT OF THESE COVENANTS

- 4.15 The Purchaser further agrees and declares that the Purchaser's covenants herein shall in all respects continue to subsist and have full force and effect notwithstanding the transfer of the Unit by the Vendor to the Purchaser under the Strata Titles Act and the Purchaser's covenants herein shall not be deemed to have merged in the Purchaser's title or be otherwise thereby extinguished except insofar as the same are included and imposed in the Purchaser's title.

EXPRESS PROHIBITED USE OF THE PARCEL

- 4.16 The Purchaser shall use the Unit solely for residential purposes and shall not use the premises or any portion thereof for the carrying on of any of the following purpose, business or trades.
- (a) Dealing with substances and chemicals of any explosives and dangerous character and their by-products or any material or substances the keeping of which may contravene any ordinance status regulation or by-law or in respect of which an increased rate of insurance is usually required and in particular not to store obnoxious substance drugs, arms ammunition, unlawful goods, gun powder, gas saltpetre, gas petroleum, kerosene or any combustible or radioactive substance;
 - (b) Bar, restaurant or any other businesses where alcohol is served;
 - (c) Public entertainment and/or amusement in which involve gaming in any form;
 - (d) Pawnshop or a place for any public or private auction;
 - (e) Massage parlour or health centre of any sort;
 - (f) Any kind of pinball, billiard or snooker salon or bowling alley or skating ring of any sort;
 - (g) A place for keeping rearing selling or dealing with pets or any equipment or accessory in relation thereto or pet shop of any kind;
 - (h) Funeral parlour or place to sell, exhibit or make anything for use of the dead or for any religious purpose;
 - (i) For any illegal, unlawful or immoral business or purpose;

CLAUSE 5

COVENANTS BY VENDOR WITH PURCHASER

- 5.1 Subject to the performance and observance by the Purchaser of the provisions of the Sale and Purchase Agreement and this Deed, the Vendor hereby agrees to be bound by the covenants and assume the duties set out hereunder.
- 5.2 Prior to the formation of the Management Corporation:-
- 1) The Vendor shall control, manage and administer the Common Property for the benefit of the owners of all the individual units comprised in the said Buildings PROVIDED that the Vendor may by agreement with a particular owner grant him exclusive use and enjoyment of part of the Common Property or special privileges in respect of the Common Property or part of it.
 - 2) The Vendor may make an agreement with a particular owner for the provision of amenities or services by the Vendor to or in respect of his parcel.
 - 3) The Vendor shall maintain the fixtures and fittings (including lifts) existing on the said Land and used in connection with the enjoyment of more than one individual unit or the Common Property.
 - 4) The Vendor shall, where practicable, maintain suitable lawns and gardens on the Common Property.
 - 5) The Vendor shall maintain, repair and (when necessary) renew sewer pipes, wires, cables, and ducts existing on the said Land and used or capable of being used in connection with the enjoyment of more than one individual unit or the Common Property.
 - 6) The Vendor shall, on the written request of the owner or registered chargee of his parcel, produce to the owner or chargee as the case may be (or to a person authorised in writing by the Owner or chargee) all policies of insurance effected by the Vendor together with the receipts for the last premiums paid in respect of the policies.
 - 7) The Vendor shall insure the said Buildings against fire and keep it so insured and to effect such other insurance policies as required by-law.
 - 8) The Vendor may at its discretion purchase hire or acquire movable properties for use by owners or occupiers of any individual units comprised in the said Buildings in connection with the enjoyment of the Common Property.
 - 9) The Vendor may perform any other functions as may be necessary for the discharge of its duties.

CLAUSE 6

COMMON EXPENSES AND LEVIES

- 6.1 The Purchaser shall contribute to the management, maintenance, repair, administration and control of the Common Property by the contribution to the Vendor of such amounts as are assessed and levied by the Vendor in accordance with this Clause 6 and Clause 7 hereof.
- 6.2 The Vendor shall, from time to time, determine the amounts necessary in its opinion to be raised by way of contribution for the purpose of meeting the actual or expected liabilities incurred or to be incurred by the Vendor in relation to those matters referred to in Clause 6.1 which contributions or liabilities may relate to but shall not be limited to:-
- (a) any taxes, quit rents, rates, assessments, duties, levies, impositions and fees whatsoever imposed, assessed or levied by any Authority upon or in relation to the Common Property or otherwise upon the Vendor;
 - (b) any rates, costs and charges for the utilities, sewerage and other services in relation to the Common Property or any services provided by the Vendor to the purchasers;
 - (c) any amounts for insurance including those relating to the Common Property or the risks associated with them, the operations of the Vendor or the services provided by the Vendor to the purchasers pursuant to Clause 16 hereof or otherwise;
 - (d) any costs arising out of the management, control and administration of the Common Property and services provided to purchasers including but not limited to all costs involved in employing personnel and engaging contractors or management agents on a permanent, casual or contract basis;
 - (e) any costs arising out of the maintenance, service, repair, improvement or demolition of the Common Property, any structures erected on the Common Property, any fixtures, fittings, plant and equipment erected on or attached to the Common Property;
 - (f) any costs of cleaning the Common Property including but not limited to the removal of rubbish from the Common Property or any areas within the proximity of the Common Property and the Unit;
 - (g) any costs of operating and providing any services for the benefit of the Common Property or the purchasers; and
- any other costs properly and reasonably incurred in the operation or management of the Common Property or arising out of this Deed or the obligations of the Vendor under it.

- 6.3 Following the determination of the amounts referred to in Clause 6.2 the Vendor shall establish and maintain:-
- (a) a Management Fund for the control management and administration of the Common Property and the discharged or any other obligations not herein specifically set out; and
 - (b) a Sinking Fund inter alia for the purpose of making payment for the renewal or replacement of fixtures and fittings and capital items comprised in the Common Property including the acquisition of any personal property in connection with the enjoyment of the Common Property.
- 6.4 In the event that the Vendor is notified of any expense, costs or actual or contingent liability and the proceeds of the Management Fund or Sinking Fund are insufficient to meet that expense, costs or liability, the Vendor may levy further contributions from the Purchaser in accordance with Clause 6.5 to raise such moneys as are sufficient to meet that expense, costs or liability.
- 6.5 The Vendor may levy further amounts deemed necessary for the benefit of the Common Property including but not limited to the contributions determined by it in accordance with Clause 6.2 by serving on the Purchaser a notice in writing of the contributions payable by him in relation to his respective lot together with the date by which the Purchaser is required to provide payment to the Vendor. The period between the date shown on any notice and the date by which the Purchaser is required to make payment shall not be less than fourteen (14) days. The Vendor may elect to notify the Purchaser that payment may be made in instalments, in which case the Vendors shall notify Purchaser of the date on which any such instalments are required to be paid to the Vendor.
- 6.6 The Purchaser shall pay any amount assessed by the Vendor and levied against it including but not limited to any part of the Common Expenses. No Purchaser may be exempt from liability for the assessment for any reason including but not limited to any waiver of the use or enjoyment of any of the Common Property or any abandonment of the Unit in respect of which that Purchaser, is beneficial or registered owner. Where a Purchaser transfers the title of the Unit to a subsequent purchaser, the Purchaser and the subsequent purchaser shall be jointly and severally liable for all unpaid assessment and levies in relation to the Unit.
- 6.7 Upon written request, the Vendor may provide additional services to purchasers on a contractual basis. All costs of such services shall be assessed against such owners in accordance with the terms of the contract but for the purpose hereof shall be regarded as amounts assessed and due as levies made by the Vendor.

CLAUSE 7

SERVICE & WATER CHARGE AND INSURANCE PREMIUM

- 7.1 The Vendor may from time to time determine on a fair and justifiable basis the amounts to be raised for the Maintenance Fund and Sinking Fund respectively and shall raise such amounts by levying a Service Charge on the Purchaser in proportion to the share units of their respective parcels.
- 7.2 The Purchaser shall pay to the Vendor or the Vendor's nominee as the Vendor shall determine the Service Charge commencing upon the deemed date of delivery of vacant possession of the Unit to the Purchaser. The first Service Charge shall be paid by the Purchaser 3 months in advance and subsequent payments monthly in advance.
- 7.3 The Purchaser shall also pay to the Vendor water charge on a monthly basis commencing upon the deemed date of delivery of vacant possession.
- 7.4 The Purchaser shall also pay to the Vendor such insurance premium in proportion to their share units as may be incurred by the Vendor pursuant to Clauses 5.2 (7) and 16 herein on a yearly basis commencing upon the deemed date of delivery of vacant possession.
- 7.5 The first payment of the Service Charge, water charge and insurance premium shall be made within fourteen (14) days of the Vendor's request for such payment and subsequent payments monthly in advance thereafter, whether formally demanded or not.
- 7.6 The Purchaser shall upon the deemed date of delivery of vacant possession of the Unit pay to the Vendor the Security Deposit as security for the due observance of the Purchaser in respect of payment of Service Charge, water charge and/or insurance premium.
- 7.7 The Security Deposit shall be refunded to the Purchaser less such sums as may be outstanding from the Purchaser to the Vendor in the event of any approved transfer or assignment of the Unit and Building by the Purchaser.
- 7.8 If the Purchaser shall fail neglect or refuse to pay the Service Charge, water charge and/or insurance premium within the time stipulated herein, Clause 8.2 (6) shall apply PROVIDED ALWAYS THAT nothing contained in Clause 8.2 (6) shall prejudice the rights of the Vendor in respect of the following:
- (i) to withhold or suspend the said services and/or water supply to the Unit at the Vendor's sole discretion without in any way being liable to the Purchaser, and/or;
 - (ii) to forfeit the Security Deposit.

Notwithstanding the foregoing, the Purchaser hereby expressly agrees that upon the default or breach of the Purchaser in respect of the payment of the Service Charge, water charge and/or insurance premium, the Vendor shall thereafter

have the right to exercise all or any of the remedies available whether by the provisions herein or by statute or otherwise and shall be entitled to exercise such remedies concurrently to recover all sums due and owing.

CLAUSE 8

VENDOR'S POWERS

- 8.1 This Deed have the effect of a contract under seal:
- (a) between the Vendor and the Purchaser; and
 - (b) between the Purchaser and each other purchaser under which each of the above named agrees to observe and perform the provisions of this Deed as in force for the time being so far as these provisions are applicable to that person.
- 8.2 To facilitate the administration management and maintenance of the Common Property therein, the Purchaser hereby expressly agrees and consents that the Vendor shall be vested with the power hereunder: -
- 1) The power to levy and collect such charges, contributions and impositions as are set out in the Sale and Purchase Agreement and this Deed.
 - 2) The power to enter into contracts with others for valuable consideration for maintenance and management of the Common Property including the power to purchase any movable property for the enjoyment in common of the owners and occupiers of the Project.
 - 3) The power to adopt and amend the said Rules in respect of the control management and maintenance of the Project and all the individual units and the Common Property therein.
 - 4) Where the Vendor performs any repairs, work or act that is required or authorised by or under this Deed or by or under any written law to perform (whether or not the repairs, work or act were or was performed consequent upon the service on it by any Government or statutory authority of any notice or order) but the repairs work or act were or was wholly or substantially the liability or the responsibility of the owner of a unit only, or wholly or substantially for the benefit of some of the units only, any money expended by the Vendor in performing the repairs, work or act shall: -
 - (A) in the case where the repairs work or act were or was wholly or substantially the liability or the responsibility of the owner of a unit only, be recoverable by the Vendor in an action in a court of competent jurisdiction as a debt due to it jointly and severally from:-
 - (i) the relevant owner of the unit at the time when the repairs

work or act were or was performed; and

(ii) the relevant owner of the unit at the time when the action was commenced; or

(B) in the case where the repairs are wholly or substantially the liability or the responsibility of the owners of some of the units only, be recoverable by the Vendor in an action in a court of competent jurisdiction as a debt due to it jointly and severally from:-

(i) the relevant owner of each of such units at the time when the repairs, work or act were or was performed; and

(ii) the relevant owner of each of such units at the time when the action was commenced,

the amount payable by any owner and former owner in respect of any unit not being more than the proportion of the debt which the share unit of the unit then bears to the total share units of all those parcels.

- 5) Where the Vendor incurs any expenditure or performs any repairs, work or act that it is required or authorised by or under this Deed or by or under any other written law to perform (whether or not the expenditure was incurred or the repairs work or act were or was performed consequent upon the service on it by any Government or statutory authority of any notice or order) and the expenditure or the repairs work or act were or was rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any provision of the by-laws and convenience by any person or his tenant, lessee, licensee or invitee, the amount of that expenditure of any money expended by it in performing the repairs, work or act shall be recoverable, by it from the Purchaser as a debt in an action in any court of competent jurisdiction. For the purpose of this Clause 8.2 (5), the acts or omissions of the Purchaser's tenants, guests, employees, customers, agents or invitees shall be deemed to be the act of the Purchaser.
- 6) In the event of the Purchaser failing to make any of the payments due under this Deed within the prescribed time or when no date is stipulated for its payment, then within fourteen (14) days from the date of notice of payment, the Vendor shall without prejudice to any other remedy available to it hereunder and in law, be entitled to charge interest on each of the late payments calculated at the rate of ten per cent (10%) per annum or such other rate as may be determined by the Vendor in its absolute discretion (as well after as before judgement) from such due date to the date of payment and all solicitors costs for the demand and recovery of such payments shall be borne by the Purchaser.
- 7) In the event of the Purchaser failing to make any of the payments due hereunder or pursuant to the Sale and Purchase Agreement within the prescribed time or commits a breach of or defaults in any of the

obligations or covenants on the part of the Purchaser herein and therein contained and notwithstanding that the transfer of the Unit to the Purchaser shall have been effected, the Vendor shall have the right at any time and from time to time and for as long as the Vendor at its absolute discretion deems fits suspend and/or revoke the right and/or liberty of the Purchaser to access to use and/or to benefit any services and facilities provided herein including the Common Property and all properties belonging to and/or retained by the Vendor under Clause 9.1 hereof.

- 8) Where execution or other process issued on a judgement, decree or other order of a Court in favour of the Vendor against a purchaser is returned unsatisfied in whole or in part, the Vendor may suspend all or any rights and privileges enjoyed by that purchaser for a specified period.
- 9) The Vendor may at its discretion appoint any person or body corporate as its agent (hereinafter referred to as "the Agent") to carry out the duties and functions on its part to be performed hereunder. Upon the appointment of the Agent, the rights powers and duties of the Vendor in respect of the management of the parcels, the Common Property and the Project shall be exercisable by the Agent jointly with the Vendor.
- 10) All powers vested in and exercisable by the Management Corporation under the provisions of the Strata Titles Act shall be exercisable by the Vendor at its discretion pending the formation of the Management Corporation.

8.3 The Vendor may take whatever action it considers appropriate to seek relief in respect of any breach by any purchaser of this Deed including but not limited to: -

- (a) injunctive relief;
- (b) declaratory relief;
- (c) recovery of damages

and shall be entitled to seek such relief concurrently.

8.4 The Vendor reserves the right to make further rules and regulations in addition to the provisions herein or to amend vary or repeal such rules and regulations as the Vendor may deem necessary or expedient PROVIDED ALWAYS such rules and regulations shall not be inconsistent with the provisions of the Strata Titles Act.

8.5 The Vendor shall have the power to authorise any persons, whether by entering into contracts or otherwise, to assume any of the powers granted in Clause 8.2 hereinabove and the Purchaser hereby agrees that such powers, when exercised, shall be binding on the Purchaser as if the same are exercised by the Vendor.

CLAUSE 9

EXCLUDED PROPERTIES

- 9.1 Notwithstanding the sale of the Unit to the Purchaser and any subsequent application for strata title in accordance with the Strata Titles Act, the Vendor may retain from and out of the said Land such part or parts or whole thereof and any building or structure thereon or parts thereof as its own absolute property and the same shall be deemed not to be part of the Common Property.

CLAUSE 10

COVENANTS RELATING TO CAR PARKS

- 10.1 The Vendor shall not be obliged to allocate a specific parking bay for the exclusive use of the Purchaser or its tenants or lessees, as the case may be. Notwithstanding the foregoing, the Purchaser covenants that the Purchaser shall abide by and comply with all by-laws rules and regulation as may be stipulated by the Vendor or the appropriate authorities as the case may be relating to use and enjoyment of the car park areas within the Project.
- 10.2 The Purchaser shall not affix any grilles or place or build any form of obstruction whatsoever at the entrance exit or driveway to or in the car park areas or any other area in the car park area and the Vendor is entitled to remove at the cost of the Purchaser any such obstruction so caused by the Purchaser.

CLAUSE 11

RIGHT TO EGRESS AND INGRESS

- 11.1 The Vendor undertakes that subject to such restrictions of use which the Vendor may deem fit to impose and provided that there shall be no subsisting breach of any of the Purchaser's covenants or obligations herein contained and under the Sale and Purchase Agreement the Unit and all other units in the Project are sold TOGETHER with the free right and liberty for the Purchaser and his servants, agents licensees and invitees in common with the Vendor and all other persons having the like right and liberty at all times and for all purposes whatsoever connected with the use and enjoyment of the said Unit and other units to pass and repass along over and upon all the Common Property together also with full right and liberty to make all necessary connections and thereafter to use in a proper manner the drain, pipes, cables or wire laid or constructed by the Vendor under or over the said Land for the purpose of the supply of water, electricity, gas, telephone and other whatsoever services or amenities to and for drainage of water from or through the Unit or other units Reserving Nevertheless to the Vendor and all others to whom the Vendor may grant or having already granted the some or similar rights of way and drainage and of making connections as aforesaid the right to construct lay and use any drain pipes and cables or wires over and under the said Land which the Vendor or such other may consider necessary for the purpose of serving other building erected or to be erected on the said Land and to make all necessary connections thereto.

CLAUSE 12

THE MANAGEMENT CORPORATION

12.1 Upon the formation of the Management Corporation: -

- 1) Except for any rights and benefits hereto before accrued or herein specifically reserved to the Vendor and/or the Agents, the duties and functions of the Vendor as enumerated herein shall be taken over by the Management Corporation.
- 2) The Vendor shall convene the first Annual General Meeting of the Management Corporation within the prescribed time under the Strata Titles Act.
- 3) The Vendor shall transfer or cause to be transferred to the Management Corporation the whole or any parts thereof remaining of the Management Fund, the Sinking Fund and the Security Deposit.
- 4) The Vendor shall deliver to the Management Corporation all correspondences contracts and documents of title in respect of any property purchased by the Vendor, if any for the enjoyment in common of all the unit owners and occupiers in the Project.
- 5) The Purchaser shall thereafter pay to the Management Corporation such charges or contributions for managing and maintaining the Common Property and the said Buildings.

CLAUSE 13

INDEMNITY

- 13.1 The Purchaser hereby agrees with the Vendor that he shall indemnify and keep indemnified the Vendor against all actions proceedings claims costs charges expenses and demands in respect of any injury to person or property of the servants, family, guests, visitors, invitees and licensees of the Purchaser and all those claiming title under him whilst in or about the Unit and/or the said Buildings and/or the said Land.
- 13.2 The Purchaser hereby covenants jointly and severally with all the owners and occupiers of the other units comprised in the said Buildings to comply with the provisions of any Enactment, Act or Ordinance and to any regulations or By-Laws for the time being in force affecting the Unit or the said Buildings and shall not do or omit or suffer to be done any act, matter or thing in respect of the said Unit or the said Buildings which will contravene any provisions of any Enactment, Act, Ordinance regulations or By-Laws now or hereafter affecting the same and shall at all times hereafter indemnify and keep indemnified all the other owners and occupiers of the other units comprised in the said Buildings against all actions proceedings, costs, expenses, claims and demands made in respect of

any such act or matter or thing done or omitted to be done in contravention of any of the said provisions. The Purchaser's liability pursuant to this indemnity shall be paid within fourteen (14) days from the date of the Vendor's notice for such payment.

- 13.3 The Purchaser hereby covenants with the Vendor and jointly and severally with all the owners and/or occupiers of the other units comprised in the said Buildings, to keep the Vendor and/or such owners/occupiers indemnified against all actions, claims, proceedings and losses, damages, costs, charges and expenses arising out of any breach by him of the terms and conditions of this Deed and/or the Sale and Purchase Agreement and shall pay to the Vendor and/or such owners/occupiers the legal costs as between solicitors and clients incurred in defending any claim, action or proceedings arising out of such breach of the provisions of this Deed and/or the Sale and Purchase Agreement and he shall be liable to the Vendor and/or to such owners/occupiers in damages for all such breaches of the provisions of this Deed and/or the Sale and Purchase Agreement and the liability pursuant to this indemnity and any cost and expense shall be paid within fourteen (14) days from the Vendor's notice for such payment.

CLAUSE 14

FORCE MAJEURE

- 14.1 The Purchaser hereby agrees with the Vendor that:
- 1) The Vendor shall be under no liability whatsoever to the Purchaser and all those claiming title under him by reason of any defect or break-down of the lifts (if any) air-conditioning or plant (if any) in the said Buildings or if for any other cause beyond the Vendor's control, the Vendor's inability to carry out or perform any of the functions duties and/or services herein agreed to be undertaken by the Vendor.
 - 2) The Vendor shall not in any circumstances be liable to the Purchaser or to any other person whatsoever in the event of the Vendor being unable to fulfil any of its obligations under this Deed or supplies or delays in supplying any service hereby covenanted to be supplied or is unable to make or is delayed in making any repair or alterations which it is required to make if the Vendor is so delayed from doing by reason of any circumstances beyond the control of the Vendor (including but not limited to the existence of riots, civil commotion, curfew, emergency, labour disputes, strikes, lockouts and floods).
 - 3) If for any cause beyond its control the Vendor is unable to carry out or perform any of the services for which service charges are levied, including any defect leakage or overflow or breakdown of machinery or plant or sanitary installation the Vendor shall not be liable for any damage to any goods furniture or fitting or other property in or upon the Unit caused thereby.

- 4) Notwithstanding anything herein contained the Vendor shall not be liable to the Purchaser for the Purchaser's employees, servants, agents, licensees, invitees or any other person or persons coming on or permitted to enter or use the Unit and/or the Common Property and/or the said Lands for accidents happening or injuries sustained or for loss of or damage to goods or chattels howsoever caused on the said Parcel, the Common Property or any part of the said Land whether arising from the negligence of the Vendor or that of any servant or agent of the Vendor or otherwise howsoever.

CLAUSE 15

RIGHTS TO USE FACILITIES

- 15.1 For so long as there are unsold bonito the Vendor shall have the right to use any such units and portions of the Common Property for model condominium and sale offices, to display model condominium and the Common Property to prospective purchasers and to erect signs and other promotional materials thereon. For the aforesaid purposes the Vendor shall not be subjected to the use or other restrictions contained in the provisions of this Deed.

EXCLUSIVE USE BY THE TENANT

- 15.2 Once the Unit is rented or leased out the entitlement to the use of the Common Property is automatically transferred to the tenants or lessee and the Purchaser is no longer entitled to the use of the same for the duration of such tenancy or lease.

CLAUSE 16

INSURANCE

- 16.1 The Vendor shall effect and keep current such insurance for such amounts and on such terms as the Vendor may from time to time determine which may include the following:-
- (a) the repair, replacement and reinstatement of all improvements, buildings, structures and other erections on or about the Common Property which may include fixtures, equipment, plant and fittings the titles of which is vested in the Vendor against loss, damage or destruction from other insurable risks of a nature and in an amount usually insured from time to time and not less than their full insurable value on a replacement or reinstatement basis;
 - (b) Public Liability insurance for a cover of such amount as the Vendor may from time to time determine in respect of any one claim covering any event within the Project;
 - (c) in respect of any occurrence against which it is required by law to insure

including any policy of workers' compensation insurance required to be effected by reason of the Workmen's Compensation Act 1952 and or the Employees' Social Security Act 1969 including unlimited common law extension covering all persons employed or otherwise retained by the Vendor; and

- 16.2 The insurance referred to in paragraph (a) of Clause 16.1 may include the provision of repair, reconstruction and reinstatement of a portion of any improvements, buildings, structures and other erections where part only is damaged and for the payment of expenses incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration.

CLAUSE 17

MISCELLANEOUS

- 17.1 (i) Between the date of the Sale and Purchase Agreement and until issue of a strata title to the Unit and a transfer thereof to the Purchaser, if the Purchaser shall wish to resell, transfer or assign the right duties and obligations under the Sale and Purchase Agreement, the Purchaser shall obtain the written consent of the Vendor and the Vendor shall not withhold the consent subject to the Purchaser having paid all monies, service and other charges due and payable by him under the Sale and Purchase Agreement and this Deed and an administrative fee equal to 0.5% of the purchase price or RM500, whichever is lower, and PROVIDED that such transfer or assignment shall be in a form and substance acceptable to the Vendor. All legal costs and expenses of the aforesaid assignment shall be borne absolutely by the Purchaser.
- (ii) In the event the Purchaser shall fail or neglect or refuse to accept or execute or present the said Memorandum of Transfer for registration within ninety (90) days from the date notified by the Vendor, the Purchaser shall be liable to pay to the Vendor an administrative fee of Ringgit Malaysia One Thousand (RM1,000.00) only which shall be payable when the Purchaser next execute or present the said Memorandum of Transfer after the said Ninety (90) days.
- (iii) The Purchaser further covenants and undertakes with the Vendor that in the event of any sale or transfer of the Unit to a subsequent purchaser, the Purchaser shall ensure that as a condition of such sale or transfer that the subsequent purchaser shall settle all payments left unpaid by the Purchaser and shall further covenant and undertake with the Vendor to be bound by the covenants and conditions contained herein. The Purchaser shall procure the subsequent purchaser to enter into a Deed of Mutual Covenant in the form of this Deed with the Vendor to give effect to the foregoing provisions. The Purchaser hereby agrees to indemnify the Vendor from any claims, loss, expenses howsoever incurred in the event there shall be a breach by the subsequent purchaser or any third party in

relation to the terms and covenants contained herein resulting from his failure to comply with this clause.

- 17.2 All purchasers of the units comprised in the said Buildings shall enter into a deed with the Vendor which deed shall be the same in all respects with this Deed.
- 17.3 The Vendor may but is not obliged to, at the request of the Purchaser, enforce such covenants hereinbefore mentioned and entered into by all the other purchasers of the units comprised in the said Buildings subject to the Purchaser indemnifying the Vendor against all costs and expenses as the Vendor may reasonably require.
- 17.4 Any notice required to be given under this Deed shall be in writing and shall be sufficiently served on the Vendor by registered letter addressed to it at its registered office in Malaysia for the time being and shall be sufficiently served on the Purchaser by registered letter addressed to him at his address stated herein or at his last known address in Malaysia and shall be deemed to have been received by the addressee in the ordinary course of post.
- 17.5 This Deed shall be binding upon the successors-in-title, and assigns of the Vendor and the successors-in-title, heirs and personal representatives and/or permitted assigns of the Purchaser.
- 17.6 The Deed shall be governed by the laws of Malaysia and all parties hereto submit to the jurisdiction of the Courts of Malaysia.
- 17.7 In the event that there be any inconsistency between the terms of this Deed and/or the Sale and Purchase Agreement, the terms of this Deed shall prevail.
- 17.8 Any term condition stipulation provision covenant or undertaking of this Deed which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term condition stipulation provision covenant or undertaking in any other jurisdiction.
- 17.9 The headings and sub-headings to the clauses and sections of this Deed are inserted for purposes of convenience only and shall not be deemed to be a part thereof or taken into consideration in the interpretation or construction of this Deed.
- 17.10 The Schedules hereto shall form part of this Deed and shall be read taken and construed as an essential part of this Deed.

SCHEDULE A

(which is to be taken read and construed as an essential part of this Deed)

Part	Particulars
1. The Purchaser	
2. Date of the Sale and Purchase Agreement	
3. The Unit	

HOUSE RULES

1.0 PREAMBLE

1.1 General

- (i) The purpose of these rules and regulations which constitute the House Rules of ***PUCHONG PRIMA, PHASE 4A - Desa Impiana*** is to promote the harmonious occupancy of the condominium herein, to protect all occupants from annoyance and nuisance caused by any improper use of the apartment and to preserve the reputation and prestige of the complex thereof, thereby providing maximum enjoyment of the premises and its facilities.
- (ii) The House Rules are formulated to serve as guidelines, which govern the occupation and usage of the Complex. All occupants and invitees in the Complex should be bound by these rules. It is the Management's desire to create awareness among all occupants that to achieve the common goal of the condominium living, the cooperation of all occupants in complying with all the rules and regulations are required.
- (iii) The full authority and responsibility for the enforcement of these rules lies with the Management. The Management may amend House Rules from time to time. Suggestions are welcome from all occupants but must be put in writing to the Management who reserves the right to accept or reject any suggestions.

1.2 Definitions

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

- (i) "Occupants" includes owners, lessess and lawful servants, agents and licensees of the owners or lessess.
- (ii) "Owner" refers to the person(s), who owns a unit of the condominium and who has legal title to the same.
- (iii) "Guests" refers to any person(s) who is not an owner-resident or lessee-resident and whose presence in the complex is at the invitation of either an owner-resident or lessee-resident.
- (iv) "Lessee" shall refer to any person(s) who is/are for the time being leasing one of the condominium units and who is also residing therein.
- (v) "Resident" refers to the person(s) who is either a lessee or an owner of one of the condominium units and who is also presently residing in ***PUCHONG PRIMA, PHASE 4A - Desa Impiana***.
- (vi) "Management" refers to the Developer or Management Corporation (when formed) or any appointed Managing Agent authorized by the Developer or Management Corporation (when formed) to enforce these rules.

- (vii) "Any other personnel" includes contractors, deliverymen, servicemen, etc.
- (viii) "Complex" includes the building or buildings comprising the individual condominium units, the common property and the car parks which collectively are known as ***PUCHONG PRIMA, PHASE 4A - Desa Impiana***.
- (ix) "Common Property" shall refer to so much of the land as is not comprised in any unit (including any accessory parcel), or any provisional block and the fixtures and fittings including lifts, refuse chamber/rooms, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the purchasers.
- (x) "Unit" refers to each condominium unit comprised within the complex.

2.0 OCCUPANCY

2.1 Approved Use of Condominium Units

Units shall be used only for residential purposes and shall not be used for business or any other purpose (illegal or otherwise) which may be a nuisance to other occupants or injurious to the reputation of the Complex.

2.2 Occupant's Guest / Invitees

- (i) All guests of Occupants would be required to provide their particulars to the security guards before being permitted entry into the Complex.
- (ii) Occupants should furnish relevant details of their guests to the security guards prior to their arrival.
- (iii) The Occupants shall be responsible for ensuring that their guests and invitees comply with the House Rules at all times and that their behavior is not offensive to other occupants of the Complex. Occupants shall be liable for any damage caused by their guests / invitees.

2.3 Household Pets and Livestock

No livestock or any other animals whatsoever shall be allowed or kept in any part of the Complex. The Management reserves the rights to remove any pets found within the Complex at the Owner's expenses.

2.4 Nuisance

- (i) Occupants shall at all times conduct themselves and cause their Guests to conduct themselves in a manner which will not cause any nuisance to other person. Excessive noise, unruly or offensive behavior is not permitted.
- (iii) Audio Visual or other musical instruments shall be operated at a volume so as not to interfere with the peaceful enjoyment of other occupants.

- (iii) Occupants are requested not to sound their car horns unnecessarily so as to cause disturbance or annoyance to other residents in the Complex.
- (iv) Indoor games such as "Mahjong" shall be restricted within a Unit only. Players are advised to lay sufficient cushion on the table so as to ensure that no excessive noise will be emitted.
- (v) No garage sale shall be held in any part of the Complex.

2.5 Parties and Functions

Private parties or functions shall be confined within a Unit.

2.6 Owners' Agent

- (i) Owners who are not residents in Malaysia shall appoint local agents to represent their interests. Such owners shall file the names, addresses and telephone number of their agents with the Management prior to allowing them access to the property.
- (ii) Owners or their appointed agent shall be responsible for the conduct of their lessee(s) or guests and shall, upon notice given by the Management, immediately remove at their own expense and unauthorized structure/equipment/property placed in the common areas.
- (iii) Absent Owners should at their own expense, appoint authorized agents or representatives registered with the Management, to conduct periodic inspections of their units and assume responsibility for the contents therein.

2.7 Lessee

Owners shall notify the Management once the Unit is leased out and shall furnish such details of the lease as the Management may require from time to time.

Once a Unit is leased out, the entitlement to the use of the common areas and the facilities is automatically transferred to the Lessee and the Owner is no longer entitled to use these facilities as the lawful registered owner.

2.8 Use of Management Employee

No Occupant of the Complex is allowed to use any employee of the Management for any business or private errands. The Management and maintenance staff of **PUCHONG PRIMA, PHASE 4A - Desa Impiana** are not authorized or allowed to accept delivery of packages, parcels, etc. or perform any kind of private work for any Occupant, unless on orders of the Building Services Manager.

2.9 Solicitation

No soliciting of goods and services, religious or political activities shall be permitted in the Complex.

2.10 Combustible Materials

Highly combustible substances such as petroleum products must not be kept in substantial quantities above the normal amount consumed by a private dwelling. Substances, which may give rise to smoke, fumes or obnoxious smells, explosive of any nature (including but not limited to fireworks) shall not be kept, stored or used in the Complex.

2.11 Resident Cards

- (i) Residents above 12 years of age must apply for their Resident Card when they move in. Residents are requested to submit 2 colour passport size photographs with their application forms to the Management office.
- (ii) The Resident Card is for identification and record purposes.
- (iii) The Resident Card is issued free of charge. Any loss of Resident Card must be reported to the Management and a fresh Resident Card would be issued at a penalty fee of RM10.00 per card.

3.0 COMMON AREAS

3.1 No Obstruction at Common Areas

The sidewalks, passages, lobbies, fire escape staircases, common corridors and any other ingress or egress of the Complex must not be obstructed at any time, or used for any purpose other than their designated use only. Motorcycles, bicycles, tricycles, children's riding toys, roller skates, skateboards and the like (with the exception of wheel chairs) or any other personal property may not be ridden in, used, placed, stored or left in any common area (except for areas designated for such purposes) of the Complex which will be an obstruction to freedom of movement or transit for other occupants.

3.2 Potted Plants and other Objects

All potted plants shall be placed in containers so as to prevent the dripping of water or soil onto other condominium or common areas. Occupants are to ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of their condominium units whereby they may fall and cause bodily harm to person(s) or damage to the property below.

3.3 Cleaning Of Areas Adjoining To External Property

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

3.4 Liabilities for Damages To Common Property

Any damages caused to common property due to the acts or negligence of the Occupants or Guests shall be assessed by the Management and the cost of repair and/or replacement will be charged to that occupant.

3.5 Exterior Facade of The Complex

- (i) For the purpose of maintaining the image of the Complex and to maintain the aesthetics of the Complex, Occupants shall not allow any projections to extend through any door or window openings. No shade, awning or grille shall be used except those designs approved by the Management and provided that should be fixed within the internal faces of the condominium unit only.
- (ii) Brooms, mops, cartons, notices, advertisements, posters illuminations or other means of visual communication shall not be placed on windows, doors or passages or any other places which may be visible from the outside of the Unit.
- (iii) Occupants shall ensure that textile items such as clothes, towels and linen shall not be hung or placed in any areas which may be visible from the outside of the Unit or common areas. In particular, such textile items shall not be hung from poles, which protrude through the windows, or roofs of the condominium units.
- (iv) No radio, TV antennae or satellite dish shall be allowed to be attached to or hung from the exterior of walls or to protrude from walls, windows or roofs.
- (v) All nails, screws or any similar fasteners used at the external surfaces of the Complex should be of stainless materials so as to prevent staining of the exterior of the Complex.

3.6 Furniture and Equipment In Common Areas

All furniture and equipment placed and / or installed in the common areas have been provided for the safety, comfort and convenience of all occupants and therefore shall not be damaged or removed or altered without the permission of the Management.

3.7 Funeral and Bereavement Arrangements

Resident shall not hold such arrangements in their respective units and shall do so at a funeral parlour of their own respective faith or in the homes of their relatives outside the Complex so as to observe the privacy of the occupants in the Complex.

4.0 CAR PARKING

4.1 Designated Car Park Area

Any vehicle parked in the areas other than the designated car park area may be clamped or towed away at the vehicle owner's expense without prior warning. The vehicle owner shall be charged a fee for removing the clamp.

4.2 Touch Access Card/Car Sticker

- (i) A non-transferable touch access card/car sticker will be provided for each car park lot and the same is to be displayed prominently on the windscreen at all times for easy identification.
- (ii) Occupants who wish to obtain or renew a Touch Access card/car sticker must apply to the Management, supplying their names and Unit numbers together with the number of the motor vehicles. The car sticker shall be issued after receipt of the required remittance and the surrender of the expired sticker.
- (iii) Any loss of touch access card/car stickers must be reported in writing immediately to the Management and a fresh sticker will be issued at a fee to be determined at the sole discretion of the Management.
- (iv) Cars without approved and valid car stickers will not be allowed to enter the Complex.

4.3 Car Wash and Repairs

Only car polishing is permitted on the parking lot provided that no excessive dirt mud and/or water are to be left thereon. Washing can only be done at a specially designated area reserved for this purpose. Except for minor repair works, no heavy repair work shall be permitted on the parking lot. (A "heavy repair" includes a repair that involves excessive noise or spillage of oil or dirt).

4.4 Owner's Risk

The Management will not be responsible for any theft, loss or damage or other misdemeanors to the vehicles and / or their contents parked in the designated parking lot howsoever arising.

4.5 Additional Structures On Car Park

No additional building or structure of any form shall be erected on any car park in Complex.

4.6 Visitors' Car Park Lots

Guests shall only park at designated Visitors' Car Park Lots.

4.7 Motorcycles, Bicycles, Etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasion should these vehicles be left or parked in any other areas.

4.8 Fire Insurance

Occupants shall not do anything or permit anything to be done, which may affect or invalidate any fire insurance in respect of the Complex or any part thereof or increase the rate of premium of such insurance.

5.0 REFUSE DISPOSAL

5.1 General

No rubbish, rags or any other refuse shall be left at or thrown or permitted to be left at or thrown out of the doors or windows of the condominium units or place except into the refuse bins provided in or outside the Complex.

5.2 Refuse In Plastic Bags

Occupants shall ensure that all refuse be sealed in non-porous plastic bags and place them properly in the refuse bins at the refuse chamber located on each floor. All wet refuse should be thoroughly drained of any liquid before leaving the unit and care should be taken to prevent dripping on the floor.

5.3 Heavy Or Bulky Objects

Heavy or bulky objects must be placed in the refuse bins located in the Main Refuse Store.

5.4 Refuse Chamber / Room Doors

Occupants using the refuse chambers / rooms must ensure that the doors are closed after use to prevent the growth of pests.

6.0 RENOVATION, DELIVERY AND REMOVAL

6.1 Working Hours

Renovation, delivery and removal works are restricted to the following hours:

Mondays – Saturdays	:	9.00am – 5.00pm
Sundays & Public Holidays	:	Closed

6.2 Permission before Commencement of Works

Occupants must inform the Management and obtain permission prior to the commencement of any renovation works.

6.3 Work Schedule

Occupants or their schedules contractors are reminded to inform the Management office of their schedules.

6.4 Air-conditioner Installation

Air-conditioner compressor should be placed at the designated air-conditioner platform area. For split unit air - conditioner, the drainage outlet pipe should be drained into the existing unit floor trap.

6.5 Deposit

- (i) Cheque or cash deposit is required before any removal or renovation works is carried out. The refundable deposit sum shall be as stipulated by the Management at the time renovation works are carried out.
- (ii) Such deposit is to ensure that all unwanted materials, debris, etc. are not left in the corridor, lift lobbies, fire escape staircases or any other Complex is not damaged. Otherwise, the costs of cleaning and / or repairing damages, if any, will be deducted from the deposit and the balance will be refunded to the occupants concerned. In the event that clean-up costs and damages exceed the deposit, the occupant responsible shall be charged the additional amount.

6.6 Security Check

All delivery, removal and renovation works must be reported at the security check point prior to commencement of the work. Otherwise, the Management reserves the right to refuse entry to any unknown personnel for whatever purposes which cannot be verified there and then.

6.7 Identification Passes

All contractors must report at the security check point to obtain identification passes at all times whilst in the building. Security personnel have the right to question any person in the Complex found without a pass.

6.8 Use of Staircases

All deliveries, removals and workmen must use only designated staircases so as not to cause any inconvenience to other occupants.

6.9 Water and Electricity

Occupants / contractors are NOT allowed to use tap water / electricity supply from the Common areas.

6.10 Packing and Crating Materials

Boxes packing and crate materials must be removed by Occupants and their contractors to the dumping ground approved by the authority outside the Complex compound.

6.11 Renovation Limits

All renovation works should be confined to the limits of the Occupants' Units. Hacking of structural slabs, columns and beams are not permitted. Knocking down of walls and wet construction works are not permitted without prior written consent from the Management. In any case, Occupants concerned are to ensure that renovation works are carried out according to existing rules and regulations of the relevant authorities.

6.12 Conduct and Behaviour of Contractors

Owners/Residents shall be responsible for the conduct and behaviour of their appointed contractors. Any damages to the Complex and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Owners/Residents concerned.

7.0 SPECIAL NOTES

7.1 Disclaimer of Liability

The Management, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury to or death of any person in the Complex.

7.2 Terms and Conditions in the Sales and Purchase Agreement

The rules and regulations set out herein shall be in addition to but not in diminution of the terms and conditions, stipulations or restrictions set out in the Sale and Purchase Agreement and the By-Laws and Mutual Covenants annexed thereto or the schedules referred to therein.

7.3 Amendments and Alternations

The Management reserves the rights to amend, alter, vary or change any or all of the above House Rules from time to time as it deems necessary.
