

## HOUSE RULES

### 1. GENERAL

- 1.1. The purpose of these rules and regulations which constitutes the House Rules of The Grand Subang SS13 is to promote the congenial and harmonious occupation and common enjoyment of all parcels and the Community Areas and Common Facilities provided therein by all occupants of The Grand Subang SS13 and further to protect all occupants from any annoyance or nuisance caused by any improper use of the Parcel and also to maintain and preserve the status, image, character, value and exclusiveness of The Grand Subang SS13 thereof, thereby providing maximum enjoyment of the Parcel and Community Areas and Common Facilities provided therein.
- 1.2. This House Rules also formulated to serve as a guideline and regulations for the occupation, daily use and enjoyment of the Parcel and the Community Areas and Common Facilities provided therein and also the management and administration of The Grand Subang SS13. Owner to the Parcel which shall include their lessees, tenants, servants, agents, licensees, guests shall be bound by all the rules and regulations provided herein.
- 1.3. The full authority and responsibility for the enforcements of these rules and regulations shall lie with the Property Manager. The rules and regulations provided herein may be amended from time to time and all occupants are welcomed to provide any written suggestions which subject to the approval from the Property Manager.

### 2. DEFINITION

“Community Areas”	means those parts, areas and premises of and within The Grand Subang SS13 which are not within boundaries of a privately owned land or a parcel within The Grand Subang SS13 and which are now or hereafter provided for common use by the other owners within The Grand Subang SS13 in common with the Owner and/or Occupant and their respective servants, agents, licensees, guests and such other persons having the like right to use the same including but without limiting the generality of the foregoing all streets walls walkways pavements passages and or all other conveniences amenities grounds and areas within The Grand Subang SS13 not specifically stipulated herein excluding electricity sub-stations;
“Common Facilities”	means the lists of services and facilities as provided under the Deed of Mutual Covenants or such other facilities as may be provided in The Grand Subang SS13 by the Property Manager;
“Guests or Invitees”	shall refer to any person(s) who is not an owner-resident lessee-resident or tenant-resident and whose presence in the Parcel is at the invitation of either the owner-resident or lessee-resident or tenant-resident;
“Lessee”	shall refer to person(s), who is for the time being leasing one of the Parcel for a period more than two (2) years period and who is also residing therein;
“Occupant”	shall include Owner, Lessee, Tenant, lawful servants, agents, permittees and licensees of the Parcel and who are also presently occupying The Grand Subang SS13;
“Owner”	shall refer to the person(s) who own the Parcel either beneficially or who has legal title to the same;

“Parcel”	means the unit of residence purchased by the Owner under the Sale and Purchase Agreement;
“Property Manager”	shall refer to the Vendor or Joint Management Body or the Management Corporation or any appointed agent authorized by the Vendor or Joint Management Body or Management Corporation to enforce the rules and regulations provided herein;
“Tenant”	shall refer to person(s), who is for the time being renting one of the Parcel for a period less than two (2) years period and who is also residing therein;

### 3. OCCUPATION

#### 3.1. Permitted Uses

The Occupant shall use the Parcel as a small office and/or studio purpose and shall not permit or suffer anyone to use the same or any portion thereof for any other purpose which may be detrimental to the status, image, character, value and exclusiveness of The Grand Subang SS13.

Notwithstanding any other clause in this House Rules, the Occupant shall first notify the Property Manager of his business use of the Parcel and obtain the approval of the Property Manager, whose approval shall not be unreasonably withheld provided that the use of the Parcel will not be detrimental to the status, image, character, value and exclusiveness of The Grand Subang SS13 and against the rules herein contained.

#### 3.2. No Improper Use

The Occupant shall not make any immoral, improper, offensive or unlawful use of the Parcel or the Community Areas and Common Facilities as hereinafter defined or any part thereof. All rules and regulations of the Property Manager or its appointed agents and any laws, by-laws, zoning ordinance and the regulations of all governmental bodies having jurisdiction over The Grand Subang SS13 shall be observed by the Occupant, his lessees, tenants, servants, agents, licensees and invitees.

The Occupant shall also at all times observe the rules as provided under the Deed of Mutual Covenants.

#### 3.3. Issuance of Access Card to the Parcel

The Property Manager shall issue two (2) access cards for each Parcel and one (1) access card for each accessorised car park upon the delivery of vacant possession to the Owner. Nevertheless each Owner (including the Occupant) may apply to the Property Manager for the issuance of additional access card(s) to the Parcel which shall be accompanied with a payment of deposit which the rate shall be determined later by the Property Manager.

The number of additional access card(s) to be issued to each parcel shall be determined by the Property Manager based on built up area of the respective Parcel. The Property Manager reserves the right either to approve or reject such application from the Owner (including the Occupant).

#### 3.4. Lease and Tenancy Agreement

The Owner shall inform and supply his lessee's or tenant's information and to forward a copy of the lease or tenancy agreement to the Property Manager within seven (7) days from the date of the said Agreement. The Property Manager shall inform the Owner of his lessee's or tenant's misconduct in the Parcel or in the Community Areas or if his lessee or

tenant fails to observe or comply with the House Rules. The Owner shall take such appropriate actions as shall be fit and proper including but not limited to issuing warning letters to the lessee or tenant and/or to evict his lessee or tenant if the situation warrants.

3.5. Compliance with Rules and Regulations

The Owner shall at all times duly observe and comply with the by-laws, rules and regulations, statutory acts and enactments affecting the Parcel and further ensure that the Owner's lessees, tenants, servants, agents, licensees, guests or any and other lawful occupiers occupying the Parcel will fully comply and observe with the by-laws which shall include the provisions of the Deed of Mutual Covenants.

3.6. Occupant's Guests and/or Invitees

Guests or Invitees of the Occupant shall only be permitted to enter The Grand Subang SS13 and/or the Parcel (whichever is applicable) after they have duly registered their particulars with the security guards and the Occupant duly acknowledges such particulars upon notification from the security guards.

The Occupant may have the option to inform the security guards of the particulars of his expected Guests or Invitees before-hand.

The Occupant shall ensure his Guests or Invitees observe and comply with the House Rules at all times and their behaviours shall not be offensive and/or caused nuisance and/or annoyance and/or disturbance to the other occupants and other people within The Grand Subang SS13. The Property Manager reserves the right to bar any Guests or Invitees who is in non-compliance with rules and regulation governing The Grand Subang SS13.

All Guests or Invitees shall inform the security guards upon exiting from The Grand Subang SS13.

3.7. Household Pets and Livestock

No livestock or other animals shall be allowed or kept in any part of The Grand Subang SS13 or the Parcel which may cause annoyance to the other occupants. The Property Manager reserves the right to remove any livestock or animals found within The Grand Subang SS13 at the Occupant's costs and expenses.

The Property Manager shall serve a written notice to any Occupant who are found to keep any livestock or animals to remove such livestock or animals within three (3) days from the date of such notice. In the event the Occupant failed to remove such livestock or animals within the three (3) days period, the said Occupant shall be fine at a rate which shall be determined by the Property Manager on daily basis until the duly removal of such livestock or animals.

3.8. Placement of Potted Plants

The Occupant shall ensure that any potted plants in the Parcel shall not be placed dangerously or near any edges of the Parcel which may cause such potted plants to fall and caused harm to other occupants and/or people within The Grand Subang SS13.

In the event any damages, harms or injuries caused due to the failure by the Occupant to place such potted plants in safe condition in the Parcel, such Occupant shall be liable for any claims accruing for such damages, harms or injuries caused.

3.9. Hanging of Clothes in the Parcel

No textile items such as clothes, towels and/or linen shall be placed or hung in any area which shall be visible from outside of the Parcel.

### 3.10. Radio, TV Antenna and/or Astro Dish

Any telecommunication equipment and/or radio antenna and/or television antenna and/or ASTRO dish are strictly prohibited from being attached to or hung from the exterior walls of the Parcel or to be allowed to protrude through walls, windows, balconies, roofs of the Community Areas.

### 3.11. Nuisance

The Occupant shall at all times conduct themselves in the manner which may not cause any nuisance and/or annoyance and/or disturbance and/or offensive to the other occupants or other people within The Grand Subang SS13. Any excessive noise, unruly or offensive behaviour shall not be permitted

Radio, T.V, Hi-Fi or other musical instruments shall be operated at a reasonable volume which will not cause any interference with the quiet and peaceful enjoyment by the other occupants.

The Owner or his lessees, tenants, servants, agents, licensees, guests shall not unnecessarily sound their car horns which may cause any nuisance and/or annoyance and/or disturbance to the other occupants.

Indoor games such as "Mahjong" shall be restricted within the Parcel only and players are advised to lay sufficient cushion on the table to ensure that no excessive noise will be emitted during the play of the game.

The Owner shall be responsible to ensure that his lessees, tenants, servants, agents, licensees, guests shall not cause any type of interference and/or disturbance. Any social gathering within The Grand Subang SS13 or the Parcel must not be loud or boisterous or generally objectionable.

### 3.12. Absent Owner

Any Owner who is not residing in Malaysia or any Owner who shall be absent from the Parcel shall appoint a local agent and/or representatives to represent their interest to the Parcel. Such Owner shall forward the complete particulars and any relevant agreement for appointment of such local agent and/or representatives who represented his interest to the Parcel to the Property Manager within seven (7) days from the date of such appointment. Upon complete submission of the said relevant particulars and agreement for such appointment, the said local agent and/or representatives shall be permitted to enter into The Grand Subang SS13 and/or the Parcel.

The duly appointed local agent and/or representatives shall bear the full responsibility to the Parcel as if such local agent and/or representative are the party to this House Rules and to further supervise and observe the conduct of any of the Owner's lessees, tenants, servants, agents, licensees, guests and also to conduct periodical inspection to the Parcel.

Nevertheless the power and any authority of the appointed local agent and/or representatives to the Parcel shall only be limited to the duly observance and performance of the rules and regulation provided herein and shall not extent to the Owner's ownership either beneficial or legal to the Parcel.

### 3.13. Use of Property Manager's Employee(s)

Any request from the Occupant for use of the Property Manager's employees to perform any services or errands shall not be entertained and the Property Manager's employees are prohibited from accepting any delivery of packages, parcels, documents from any delivery service and/or to perform any form of private works for the Occupant, unless on

orders from the Property Manager. The Occupant is also prohibited from offering any type of tips, gratuities or gifts to the Property Manager's employees for rendering any service or courtesies in the regular performance of their duties.

3.14. Solicitation

Any form of solicitation which includes but not limited to solicitation of goods and services, religious or political activities shall be prohibited within The Grand Subang SS13 unless a written permission has been issued to the relevant party by the Property Manager.

3.15. Combustibles Materials

Occupant shall be prohibited from bringing or keeping any type of highly combustible materials such as petroleum products or any products which may give rise to smoke, fumes, obnoxious smells or explosives of any nature, which includes but not limited to fireworks, within The Grand Subang SS13 and/or the Parcel.

In the event the Property Manager shall found such highly combustibles materials within The Grand Subang SS13 and/or the Parcel, the Property Manager shall reserves his rights to immediately take and remove such highly combustibles materials without issuing any notification to the Occupant.

3.16. Moving in or Out to the Parcel

The Occupant shall inform and obtain a written consent from the Property Manager three (3) days in advance for any moving in or out to or from the Parcel which involves any professional mover or larger item. The Occupant shall also place a deposit sum with the Property Manager upon notification thereof which the rate shall be determined at the discretion of the Property Manager.

Any appointed professional mover must duly identified themselves with the Property Manager upon request to access into The Grand Subang SS13 and/or the Parcel. The Property Manager reserves the right to refuse access into The Grand Subang SS13 and/or the Parcel for any non-compliance of rules by the professional mover. All works shall be conducted within the specified permitted hours as provided under Clause 4.

The Occupant shall at all material times ensure that the appointed professional mover duly observed and complied with the rules and regulations governing The Grand Subang SS13. The Occupant shall be responsible for any non-observance of the rules governing The Grand Subang SS13 by the professional mover.

Any damages caused by the appointed professional mover in the course of shifting items in or out to or from the parcel shall be borne by the Occupant.

3.17. Funeral and Bereavement Arrangements

The Occupant shall not be allowed to hold any bereavement arrangement in the Parcel.

3.18. Security System

The Occupants acknowledges and agrees that the security services/system in any manner whatsoever provided or to be provided by the Property Manager (if any) is merely meant as deterrent and shall not in any manner whatsoever amount to the Property Manager's guarantee, assurance, undertaking, representation and/or warranty to keep the Occupants, his lessee, invited guests and/or licensees, the Parcel, chattels, goods or belongings of the Occupants, his lessee, invited guests and/or licensees, while within The Grand Subang SS13 from any harms, damages, losses, injuries, death and/or criminal act which may be committed by any party including but not limited to trespass, theft, robbery, burglary and/or vandalism.

#### 4. PERMITTED HOURS

- 4.1. Any works which shall involve access to The Grand Subang SS13 by any third party(ies) and/or require written consent from the Property Manager (including but not limited to clause 3.16 and 6.1) shall only be allowed within the following permitted hours only:-

Monday to Friday : 10.00 a.m. – 5.00 p.m.  
Saturday : 10.00 a.m. – 12.00 p.m.

- 4.2. The Property Manager nevertheless has the right to change the above permitted hours without giving any prior notice(s) to the occupants.

#### 5. CLEANLINESS AND TRASH

- 5.1. General Rule

All occupants shall keep the area within The Grand Subang SS13 and/or the Parcel in a clean and sanitary condition. Any accumulation of trash, rubbish, refuse and/or debris which will cause a hazard or be in a violation of any health, fire or safety ordinances or regulation or which will attract pests or vermin will not be allowed at all material times. All occupants must also handle their trash, rubbish, refuse and/or debris properly as to avoid production of bad odour and/or smell which may disrupt and/or interrupt with the peaceful enjoyment of other occupants.

All occupants are required to cooperate with any recycling programme in effect. All refuse shall also be handled in accordance with any existing laws and regulations as imposed by the relevant authorities.

- 5.2. Refuse Disposal

No rubbish, rags or any other refuse shall be permitted to be thrown through the doors or windows of the Parcel except into the refuse bins provided within The Grand Subang SS13 or any other designated area(s) provided by the Property Manager.

- 5.3. Refuse in Plastic Bag

All trash, rubbish, refuse and/or debris shall be sealed in the non-porous plastic bag and to be placed properly in the refuse bins provided within The Grand Subang SS13 or any other designated area(s) provided by the Property Manager. Any wet refuse must be thoroughly drained of any liquid and care must be taken to prevent dripping on the floor.

Any items which is too large to fit in the refuse container must be broken down so that they fit in the refuse container.

- 5.4. Heavy or Bulky Objects

Any disposal of heavy or bulky objects must be dealt personally by the Occupant and shall not be placed or left unattended in any area located within The Grand Subang SS13.

- 5.5. Refuse Chambers/Room Doors

Any occupants who use the refuse chambers must ensure that the door is properly closed after use to prevent any bad odour and/or growth of pests and any lights must be switched off to prevent any wastage of electricity.

5.6. Burning

Any burning shall strictly not be permitted within The Grand Subang SS13 and/or the Parcel.

5.7. Mosquito and Other Infectious Breeding Ground

All occupants shall not leave any containers, bottles or any other object that may collect water unattended to prevent the breeding of mosquitoes. All occupants shall at all material times refrain from creating and/or disposing waste indiscriminately to prevent infectious disease from breeding.

5.8. Dusting, Sweeping and Cleaning

Any garments, rugs, mop or any other object shall not be dusted, shaken or cleared from windows, balcony and/or fire escape area or any area near the Parcel or within The Grand Subang SS13.

Occupants must take a good care when conducting cleaning activities in any areas adjoining to the external walls in order to prevent water to run down the exterior of the building and/or flow into other parcel.

## 6. RENOVATION/CLEANING SERVICES/REPAIR WORKS HIRED BY OCCUPANT

6.1. Any renovation, cleaning and/or repair works on the Parcel (hereinafter called “**works**”) shall only be permitted after the Occupant and the authorized personnel(s) has been duly issued with the written consent from the Property Manager. The authorized personnel(s) shall only be allowed to conduct the works within the hours as stipulated in the written consent issued. The Occupant shall also place a deposit sum with the Property Manager upon notification thereof which the rate shall be determined at the discretion of the Property Manager. Any issuance of the written consent shall also subject to the due settlement of any service charge and/or sinking fund and/or relevant payments related to the Parcel.

The written consent issued shall only be valid for the works done in the time being and after such works has duly completed, such written consent issued shall be of no further effect and force. In the event the Occupant wishes to do additional works on the Parcel, fresh application for the written consent must be obtained from the Property Manager. All related works shall be conducted within the specified permitted hours as provided under Clause 4.

6.2. The Occupant shall inform the Property Manager three (3) days in advance the particulars in regard of the authorized personnel(s) who shall carry out the works on the Parcel before the commencement of such works and such authorized personnel(s) shall only be allowed to enter into The Grand Subang SS13 and/or the Parcel after such particulars have been duly furnished to the Property Manager. The Property Manager reserves the right to reject any access into The Grand Subang SS13 and/or the Parcel from any authorized personnel(s) whose particulars were not furnished to the Property Manager within the above stipulated time.

6.3. The Occupant shall at all material times be responsible for the conduct and/or behaviour of the authorized personnel(s) and shall ensure that the authorized personnel(s) shall comply and observe the rules and regulation of this House Rules.

6.4. The authorized personnel(s) shall only use the designated lifts or stairs to carry in or out the materials used for the works done on the Parcel.

- 6.5. The Occupant and/or the authorized personnel(s) are strictly prohibited from using any tap water and/or electricity from the Community Areas unless permitted in writing by the Property Manager for the purpose of conducting the works.
- 6.6. The Occupant and/or the authorized personnel(s) shall remove any rubbish, refuse and/or debris which accumulated in the Parcel due to the works done to the designated dumping area. The Occupant shall ensure that no rubbish, refuse and/or debris accumulated due to the works cause any interference and/or inconvenience with the peaceful enjoyment of the other occupants within The Grand Subang SS13.
- 6.7. In the event, there are rubbish, refuse and/or debris found within The Grand Subang SS13 due to the works done, the Occupant shall do the necessary to remove such rubbish, refuse and/or debris as soonest possible. The Property Manager reserves the right to impose certain sum of money as a penalty against the Occupant who failed to remove such rubbish, refuse and/or debris.

## **7. CAR PARK**

- 7.1. The continued usage of the allocated car parking bay to the Parcel and/or driveway within The Grand Subang SS13 by the Occupant is subject to the due observance by the Occupant on the payment of Service Charges, outgoings and all other related charges under the Sale and Purchase Agreement and the Deed of Mutual Agreement.
- 7.2. All allocated car parking bay to the Parcel shall be limited to the Occupant only and any of the Occupant's servants, guests, invitees shall not be entitled to use the allocated car parking bay or the car parking facilities of the Property Manager unless otherwise permitted by the Property Manager.
- 7.3. All car parks shall be used for the parking of the passenger cars only and shall not be more than 1.9 metres of height. No commercial vehicles shall be parked on the car park bay without the prior written consent from the Property Manager.
- 7.4. The Occupant covenants that he will observe and duly perform all rules and regulations relating to the car park areas within The Grand Subang SS13 as issued or to be issued from time to time by the Property Manager or the Appropriate Authority, as the case may be. The Occupant, his servants, guests or invitees shall park their vehicles at their own risks.
- 7.5. The Occupant shall not affix grills or place or build any form of obstruction whatsoever or paint on the entrance, exit or driveway to or in the car park areas or any other area in the car park not designated for the parking of cars and the Property Manager is entitled to remove at the cost of the Occupant any such obstruction or paint work so caused by the Occupant.
- 7.6. The Occupant agrees that the Property Manager shall have the right to clamp or tow away any unauthorized vehicle or any vehicles belonging to the Occupant, his servant, guest or invitee which are parked at a car park bay not allocated to them or parked at a place not designated as a parking bay. In addition, the Property Manager shall have the right to impose a fine [the amount of which shall be decided by the Property Manager] on the Occupant, his servant, guest or invitee which sum must be settled before any clamping device is removed and the Project Manager shall not be in any way liable to the Occupant, his servant, guest or invitee for any damage occasioned to the vehicle pursuant to the clamping and the removal of the same.
- 7.7. Notwithstanding any other clause in this House Rules, the Property Manager shall have additional right to impose a fine [the amount of which shall be decided by the Property Manager] on the Occupant, his servant, guest or invitee for breaching or failing to observe any covenant or rules and regulations made in relation on the car parking bays.



- 7.8. The Property Manager shall not be liable or responsible in any manner whatsoever for any damage occasioned to the Occupant's or his servant's, guest's or invitee's car however arising as a result of or any way relating to his use of a car parking bay or any losses or injuries sustained by the Purchaser or his tenant, servant, guest, licensee or invitee be it by way of damage, theft or any other ways whatsoever within the premises of the Development.
- 7.9. The Occupant shall park his motorcycles, bicycles or any other similar forms of transport at the designated parking areas only and shall not at any material times parked at any car parking areas. The Property Manager shall have the right to clamp or tow away any motorcycles, bicycles or any other forms of transport which are parked at a place not designated as a parking area. In addition, the Property Manager shall have the right to impose a fine [the amount of which shall be decided by the Property Manager] on the Occupant, his servant, guest or invitee which sum must be settled before any clamping device is removed and the Project Manager shall not be in any way liable to the Occupant, his servant, guest or invitee for any damage occasioned to the motorcycles, bicycles or any other similar forms of transport pursuant to the clamping and the removal of the same.

## **8. PAYMENT OF SERVICE CHARGES AND OUTGOINGS**

- 8.1. In consideration of the Property Manager agreeing to manage the security system and the Common Facilities and subject to the terms and conditions herein, the Owner hereby agrees and covenants that upon delivery or deemed delivery of vacant possession of the Parcel to the Owner, the Owner shall pay to the Property Manager or its agent(s) such amount as Service Charge and/or outgoings as determined by the Property Manager as provided in the Deed of Mutual Covenants.
- 8.2. The Owner shall pay to the Property Manager the Service Charge and/or outgoings on a quarterly basis in advance or such other interval as may be determined by the Property Manager.
- 8.3. The Owner shall within the stipulated due date set out in the Property Manager's written notice make payment of the sum stipulated in the said notice as charges for the consumption of water within the Parcel.
- 8.4. For the avoidance of doubt, the Property Manager may, from time to time, vary the amounts and frequency of payments to be paid as Service Charge and/or outgoings by the Owner.
- 8.5. Upon the formation of the Joint Management Body, the Property Manager shall forward the Service Charge and the Sinking Fund after deducting the costs and expenses of maintaining and operating the security system and the Common Facilities, free of interest, (hereinafter called the "remaining Contribution") to the Joint Management Body who shall be entitled to use the same in any manner to pay and/or defray the cost and expense of providing, operating and maintaining the security system and the Common Facilities for the term then commencing. Once the Joint Management Body assumes and takes over the duties, obligations and functions of the Property Manager in accordance with the provision herein, the Owner shall pay the Service Charge and/or outgoings on or before the date stipulated by the Joint Management Body in its notice to the Owner requisitioning for payment.
- 8.6. Thereafter, upon the dissolution of the Joint Management Body, the Management Corporation shall take over the maintenance and management of the Community Areas and Common Facilities.
- 8.7. In the event that the Owner fails to make payment of the Service Charge and/or outgoings or any part thereof to the Property Manager in the manner provided in the

Deed of Mutual Covenants on its due date or where no date is stipulated for its payment, then within seven (7) days from the date of notice for payment, the Property Manager shall, without prejudice to any other remedy available to it hereunder and in law, be entitled to impose and the Owner shall be liable to pay interest for late payment calculated at the rate of ten per centum (10%) per annum on the outstanding amount from such due date to the date of actual payment and all solicitors' costs for the demand and recovery of such payments shall be borne by the Owner entirely. The Property Manager may at its discretion terminate the water supply, disable or deactivate the Owner's access cards and/or request the Owner to surrender his access cards as penalty for non-payment after the expiry of fourteen (14) days from the billing date by the Property Manager.

- 8.8. In the event that the Owner defaults in making any payment under this Clause 8 and without prejudice to the powers of enforcement set out in this House Rules and/or Deed of Mutual Covenants, the Owner hereby give his irrevocable consent and the right to the Property Manager to post on the community bulletin or sign posts/board in the public area the Owner's name as one of the defaulting owners until such time when the payment of the Service Charge and/or outgoings are paid in full.
- 8.9. The liability of the Owner to pay for the Service Charges and/or outgoings may not be avoided by the waiver of the use or enjoyment of the Community Areas or the use or enjoyment of the Common Facilities or abandonment of the Parcel for which the Service Charges and/or outgoings are made.
- 8.10. If for any cause beyond its control, the Property Manager is unable to carry out or perform any of the services for which the Service Charges and/or outgoings are levied including any defect, breakage or overflow or breakdown of machinery or plant or sanitary installation, the Property Manager shall not be liable for any damage to any goods, chattels, furniture and fittings or other property in or upon the Parcel. Further notwithstanding the occurrence of any of the aforesaid events, the Owner shall continue to pay the Service Charges and/or outgoings.
- 8.11. The Owner shall be liable for all outgoings including quit rent, rates, taxes, assessment and other charges in respect of the Parcel as from the date he takes or is deemed to have taken vacant possession of the Parcel or from the date the Parcel is transferred to the Owner, whichever is earlier, the Owner shall pay to the Property Manager for such outgoings in respect of the Parcel in such proportion as the area of the Parcel bears to the total area of the Development and shall continue to pay the same from the date he takes or deemed to have taken vacant possession of the Parcel until the Parcel is transferred to him and until such time that such other outgoings are billed or claimed directly by the Appropriate Authority or other service providers whereupon the Owner shall pay such other outgoings directly to the Appropriate Authority or other service providers.
- 8.12. Notwithstanding anything to the contrary herein contained if as a result of the introduction of any new laws, by-laws, rules or regulations or the amendments to the laws, by-laws, rules or regulations now existing the Property Manager shall be required to or become liable to pay any new or additional fees or imposition or shall be required to incur additional costs as a result of any such laws, by-laws, rules or regulations which shall be a condition precedent for the due and proper observance and performance by the Property Manager of its obligations and liabilities hereunder the Owner shall pay to the Property Manager a proportionate part of such new or additional fees, charges, costs or imposition upon the production to the Owner by the Property Manager of relevant receipts for the payment of the same.
- 8.13. Upon the date of delivery of the vacant possession of the Parcel to the Owner, the Owner shall forward a sum of money equivalent to the aggregate amount of Service Charges payable to the Property Manager for a period of three (3) months. The Owner then shall liable to pay the subsequent monthly service charges to the Property Manager on

quarterly basis or any other interval as determined by the Property Manager within fourteen (14) days of the date of the Property Manager's written request/notice thereof.

- 8.14. The Owner shall in addition to the payment under Clause 8.13 above, pay to the Property Manager, as security deposit for the due payment of the Service Charges by the Owner (hereinafter called the "Service Charge Deposit"), an amount which shall be equal to the aggregate amount of Service Charges payable by the Owner to the Property Manager for a period of three (3) months. Such payment shall be made within fourteen (14) days of the date of the Property Manager's written request/notice thereof and shall be deemed as due on the date of the Property Manager's written request/notice thereof.
- 8.15. The Owner shall at all times maintain the Service Charge Deposit in an amount which shall be equal to the aggregate amount of the Service Charge from time to time and for the time being payable by the Owner for a period of three (3) months, and shall within fourteen (14) days of a written request/notice by the Property Manager, pay to the Property Manager such additional sum as may from time to time and at any time be required to maintain the Service Charge Deposit in such amount. Such additional sum shall be deemed as due from the Owner to the Property Manager on the date of the Property Manager's written request/notice therefore.
- 8.16. The Service Charge Deposit shall not be deemed to be or treated as payment of the Service Charges (or any part thereof), and the Owner shall not be entitled to set-off against the Service Charge Deposit, any Service Charge (or any part thereof) or any other sum whatsoever payable by the Owner to the Property Manager from time to time or at any time under or in relation to the Deed of Mutual Covenants or this House Rules.
- 8.17. The Property Manager shall be entitled from time to time and at any time if any Service Charges (or any part thereof) has become due and payable by the Owner under the Deed of Mutual Covenants or this House Rules but is not paid or remains unpaid, appropriate from the Service Charge Deposit, such amount as shall be necessary in or towards satisfaction of the unpaid Service Charge (or any part thereof).
- 8.18. Upon the establishment of the Joint Management Body or Management Corporation, the Service Charge Deposit (or as the case may be, the balance thereof (if any)) shall be refunded, free of interest to the Owner or at the Property Manager's option, paid over to the Joint Management Body or Management Corporation for the account of the Owner towards payment of such deposit as may be or become payable by the Owner to the Joint Management Body or Management Corporation for Service Charges as may be or become payable by the Owner to the Joint Management Body or Management Corporation.

## **9. PAYMENT OF SINKING FUND**

- 9.1. Upon the handing over of vacant possession of the Parcel to the Owner, the Owner shall pay to the Property Manager the Sinking Fund on a quarterly basis in advance or such other interval as may be determined by the Property Manager as provided in the Deed of Mutual Covenants. The Sinking Fund shall be utilised solely for the purpose of meeting actual or unexpected liabilities in respect of, inter alia, the following matters:-
  - 9.1.1. for painting or repainting, any part of the Community Areas;
  - 9.1.2. for the acquisition of suitable assets and equipment for use in relation to the Community Areas;
  - 9.1.3. for the renewal or replacement of any fixtures, fittings or capital equipment comprised in the Community Areas;

- 9.1.4. for any maintenance and improvements to the Community Areas deemed necessary by the Property Manager or the Joint Management Body or the Management Corporation or its consultants; and
- 9.1.5. any other expenditure not being expenditure incurred to meet a liability vis-a-vis a purchaser's parcel or for settling any default in payment by a purchaser.
- 9.2. Such payment shall be made by the Owner within seven (7) days from the date of the written notice requesting for such payment by the Property Manager. Such payment shall be made by the Owner irrespective of whether or not the Owner is in occupation of the Parcel. If the contribution referred to herein shall remain unpaid by the Owner at the expiration of the said period of seven (7) days, interest on such unpaid contribution shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum until the date of full settlement.
- 9.3. Upon the formation of the Joint Management Body, the Owner shall effect payment under this Clause directly to the Joint Management Body, instead of to the Property Manager and the Property Manager shall take immediate steps to hand over the unutilised balance of the Sinking Fund to the Joint Management Body, including the books of account and balance sheets.
- 9.4. In the event at any one time the amount of Sinking Fund is insufficient for its intended purpose as aforesaid, the Owner shall pay such increased sum as may be necessary to enable the Property Manager to effectively carry out such intended purpose.
- 9.5. The certificate of the Property Manager or the Joint Management Body or the Management Corporation shall be conclusive, final and binding on the parties as to the basis of computation and apportionment as between the respective purchasers as well as the amount to be paid by the Owner.
- 9.6. Notwithstanding anything to the contrary herein contained if as a result of the introduction of any new laws, by-laws, rules or regulations or the amendments to the laws, by-laws, rules or regulations now existing the Property Manager shall be required to or become liable to pay any new or additional fees or imposition or shall be required to incur additional costs as a result of any such laws, by-laws, rules or regulations which shall be a condition precedent for the due and proper observance and performance by the Property Manager of its obligations and liabilities hereunder the Occupant shall pay to the Property Manager a proportionate part of such new or additional fees, charges, costs or imposition upon the production to the Occupant by the Property Manager of relevant receipts for the payment of the same.
- 9.7. Upon the date of delivery of the vacant possession of the Parcel to the Owner, the Owner shall forward a sum of money equivalent to the aggregate amount of Sinking Fund payable to the Property Manager for a period of three (3) months. The Owner then shall liable to pay the subsequent monthly sinking fund to the Property Manager on quarterly basis or any other interval as determined by the Property Manager within fourteen (14) days of the date of the Property Manager's written request/notice thereof.
- 9.8. The Owner shall in addition to the payment under Clause 9.7 above, pay to the Property Manager, as security deposit for the due payment of the Sinking Fund by the Owner (hereinafter called the "Sinking Fund Deposit"), an amount which shall be equal to the aggregate amount of the Sinking Fund payable by the Owner to the Property Manager for a period of three (3) months. Such payment shall be made within fourteen (14) days of the date of the Property Manager's written request/notice thereof and shall be deemed as due on the date of the Property Manager's written request/notice thereof.
- 9.9. The Owner shall at all times maintain the Sinking Fund Deposit in an amount which shall be equal to the aggregate amount of the Sinking Fund from time to time and for the time being payable by the Owner for a period of three (3) months, and shall within

fourteen (14) days of a written request/notice by the Property Manager, pay to the Property Manager such additional sum as may from time to time and at any time be required to maintain the Sinking Fund Deposit in such amount. Such additional sum shall be deemed as due from the Owner to the Property Manager on the date of the Property Manager's written request/notice therefore.

- 9.10. The Sinking Fund Deposit shall not be deemed to be or treated as payment of the Sinking Fund (or any part thereof), and the Owner shall not be entitled to set-off against the Sinking Fund Deposit, any Sinking Fund (or any part thereof) or any other sum whatsoever payable by the Owner to the Property Manager from time to time or at any time under or in relation to the Deed of Mutual Covenants or this House Rules.
- 9.11. The Property Manager shall be entitled from time to time and at any time if any Sinking Fund (or any part thereof) has become due and payable by the Owner under this Deed but is not paid or remains unpaid, appropriate from the Sinking Fund Deposit, such amount as shall be necessary in or towards satisfaction of the unpaid Sinking Fund (or any part thereof).
- 9.12. Upon the establishment of the Joint Management Body or Management Corporation, the Sinking Fund Deposit (or as the case may be, the balance thereof (if any)) shall be refunded, free of interest to the Owner or at the Property Manager's option, paid over to the Joint Management Body or Management Corporation for the account of the Owner towards payment of such deposit as may be or become payable by the Owner to the Joint Management Body or Management Corporation for Sinking Fund as may be or become payable by the Owner to the Joint Management Body or Management Corporation.

## 10. COMMON FACILITIES

- 10.1. The Occupant shall use the Common Facilities in accordance with Deed of Mutual Covenants and this House Rules. The Occupant's Guests or Invitees if accompanied by the Occupant shall be entitled to use such Common Facilities as may from time to time be permitted by this House Rules and the Occupant shall ensure that his Guests or Invitees comply with this House Rules.
- 10.2. The Owner hereby expressly acknowledges that the Property Manager reserves the right to make any revision or variation to the description and/or location of the Common Facilities in its absolute discretion, deems necessary or desirable for the better enjoyment of such Common Facilities and services by the Occupant and other occupants in The Grand Subang SS13 and the Owner hereby agrees to accept and consent to such revised or varied description and/or location and the Owner shall not be entitled to terminate the Sale and Purchase Agreement or make any claims in respect thereof.
- 10.3. General Rule
  - 10.3.1. The facilities provided shall only be used during such times and on such days which shall be determine by the Property Manager in its sole and absolute discretion. The Occupant including his Guests or Invitees shall not be allowed to use the facilities when they are closed.
  - 10.3.2. Once the Parcel is leased or tenanted to a third party, the Owner's entitlement to the use of the facilities shall be transferred to the person who shall occupy the Parcel for the time-being and the Owner shall be no longer entitled to use any of the facilities provided in The Grand Subang SS13.
  - 10.3.3. The use of the facilities by the Occupant's Guests or Invitees shall be limited during weekdays and shall be limited to off peak hours only as will be determined by the Property Manager from time to time in its sole and absolute discretion.

- 10.3.4. The Occupant's servants, employees, agents and/or contractors are not allowed to use any of the facilities provided unless they are signed in as guest or invitees during each occasion.
  - 10.3.5. Each Occupant shall only bring not more than three (3) guests or invitees at any one time for the use of the facilities during peak hours.
  - 10.3.6. The Guests or the Invitees must be accompanied by the Occupant when using the facilities.
  - 10.3.7. The Occupant shall be responsible for any damages caused which shall include damages caused by his Guests or Invitees to the facilities provided. In the event the Occupant or his Guests or Invitees found any damages before the commencement of use of the facilities in the Common Facilities area, such damages must be reported to the Property Manager to avoid the Occupant from being held liable for such damages.
  - 10.3.8. The Property Manager shall have the rights to require any person using the facilities to identify themselves if the Property Manger deemed necessary.
  - 10.3.9. The Property Manager reserves the rights to require any person using the facilities to immediately leave the Common facilities area if such person is found to be in breach of the rules and regulation of this House Rules.
  - 10.3.10. All occupants are strictly prohibited from smoking or do any similar activities which is of the same nature except in the designated area.
  - 10.3.11. There shall be no commercial activities conducted within the Common Facilities Area and/or The Grand Subang SS13.
- 10.4. Swimming Pool
- 10.4.1. All children under the age of twelve (12) years old must be accompanied and supervised by an adult when entering into the pools area.
  - 10.4.2. For hygiene reasons, the Occupant including his Guest or Invitees must use footbaths and take showers before entering the pools. All sun-tan lotion and/or oil must be removed before entering the pools.
  - 10.4.3. Proper swimming attire must be worn by all users of the pools at all material times. Swimmers are advised to use swimming caps when swimming.
  - 10.4.4. No horseplay or any activities of similar nature shall be allowed in the pools area.
  - 10.4.5. Any Occupant including his Guests or Invitees shall not be allowed to enter the pools area during the cleaning hours or chemical treatment.
  - 10.4.6. All users of the pools shall not be allowed to use any large mats, bulky floats, snorkels and/or scuba gears in the pools. Diving in the pools are strictly prohibited.
  - 10.4.7. All users of the pools are strongly advised to leave the pools area during rain, thunderstorm or any other life threatening or emergency situations in their own interest. The Property Manager shall not be responsible for any harms, damages and/or injuries caused to the users of the pools if they refused to leave during such occurrence of such events.
  - 10.4.8. Any glass ware, breakable items or any other harmful objects are strictly prohibited from being entered into the pools area.

- 10.4.9. The Occupant including his Guests or Invitees are strictly prohibited from smoking, eating, drinking and/or bring any food and/or drinks in the pools area.
  - 10.4.10. The Occupant including his Guests or Invitees are not allowed to enter into the filtration plant room.
  - 10.4.11. Any person who suffer from any infections, contagious diseases, with bandages and/or open wounds are strictly prohibited from entering into the pools area. Spitting, urinating and/or any other unhygienic acts are strictly prohibited.
  - 10.4.12. Any person who suffer under the influence of liquor, drugs or any other form of intoxicating matter or substances shall not be allowed to enter into the pools area.
  - 10.4.13. Portable music players are allowed in the pools area but must be operated at a volume that will not interfere with the peaceful and quiet enjoyment of the other users and occupants within The Grand Subang SS13.
  - 10.4.14. Lifeguards are not employed or stationed in the pools area.
  - 10.4.15. The Property Manager shall not be responsible for any losses, damages, thefts, injuries and/or death which occurs within the pools areas. All users of the pools are at their own risks.
  - 10.4.16. The Property Manager reserves the right to expel any users of the pools from the pools area who are not in compliance with the rules and regulations of this House Rules.
  - 10.4.17. The Occupant including his Guests or Invitees are strictly prohibited from using camera, camcorder, recording device(s) or any other devices which is of the same nature in the pools area.
- 10.5. Gymnasium
- 10.5.1. Users of the gymnasium are to be appropriately attired. No Street/outdoor shoes such as boots, high-heeled shoes or leather shoes except rubber soled shoes are to be worn in the gymnasium.
  - 10.5.2. Children under sixteen (16) years old are not allowed to enter into the gymnasium unless accompanied and supervised by an adult.
  - 10.5.3. The Occupant including his Guests or Invitees are prohibited from smoking, eating, drinking and/or bring any food and/or drinks in the gymnasium except permitted by the Property Manager.
  - 10.5.4. Portable music players are allowed in the gymnasium but must be operated at a volume that will not interfere with the peaceful and enjoyment of the other users.
  - 10.5.5. All equipment in the gymnasium shall be used for its specified purpose(s) only and users are not allowed to bring any equipment outside the gymnasium. All users must replace the equipment in its original and/or designated area after use.
  - 10.5.6. All lights and fans must be switched off by the last person using the gymnasium.

10.5.7. The Property Manager shall not be responsible for any losses, damages, thefts, injuries and/or death which occurs in the gymnasium. All users are at their own risks.

10.5.8. The Property Manager reserves the right to expel any users from the gymnasium who are not in compliance with the rules and regulations of this House Rules.

#### 10.6. Surau

10.6.1. The Occupant including his Guests or Invitees are strictly prohibited from sleeping, smoking, eating, drinking and/or bring any food and/or drinks in the Surau.

10.6.2. Portable music players are not allowed in the Surau.

10.6.3. Shoes shall not be allowed in the Surau.

10.6.4. All lights and fans must be switched off by the last person using the Surau.

10.6.5. The Property Manager shall not be responsible for any losses, damages, thefts, and/or injuries which occurs in the Surau. All users are at their own risks.

10.6.6. The use of Surau shall be limited to Muslim only.

#### 10.7. Children's Playground and Playroom

10.7.1. All children under the age of twelve (12) years old must be accompanied and supervised by an adult when entering into the playground and playroom.

10.7.2. No horseplay or any activities of similar nature shall be allowed in the playground and playroom.

10.7.3. All users are strongly advised to leave the playground area during rain, thunderstorm or any other life threatening or emergency situations in their own interest. The Property Manager shall not be responsible for any harms, damages and/or injuries caused to the users of the playground if they refused to leave during such occurrence of such events.

10.7.4. Any glass ware, breakable items or any other harmful objects are strictly prohibited from being entered into the playground and playroom.

10.7.5. Smoking, eating, drinking in the playground and playroom are strictly prohibited.

10.7.6. Any person who suffer from any infection(s), contagious disease(s), with bandage(s) and/or open wounds are strictly prohibited from entering into the playground and playroom. Spitting or any other unhygienic acts are strictly prohibited.

10.7.7. Portable music players are allowed in the playground and playroom but must be operated at a volume that will not interfere with the peaceful and enjoyment of the other users.

10.7.8. The Property Manager shall not be responsible for any losses, damages, thefts, and/or injuries which occurs in the playground and playroom. All users are at their own risks.

10.7.9. Security guards are not provided within the playground and playroom.



- 10.7.10. The Property Manager reserves the right to expel any users from the playground and playroom who are not in compliance with the rules and regulations of this House Rules.

## 11. COMMUNITY AREAS

- 11.1. The Community Areas shall be used solely for the purposes for which the Community Areas is designated and in this regard the Occupant including his Guests or Invitees shall comply and observe all rules and regulations under this House Rules and all directions issued by the Property Manager from time to time.
- 11.2. The Occupant including his Guests or Invitees shall not obstruct and/or cause any obstruction at the sidewalks, passages, lobbies, stairways, escalators, lifts and common corridors or used such community areas for any other purposes than their designated purposes.
- 11.3. The Occupant including his Guests or Invitees shall not use, place, park, store or leave any motorcycles, bicycles, tricycles, children's riding toys, roller, skates, skateboards and the like of the similar nature (with the exception to wheelchairs) or any other personal property in any of the Community Areas (unless in any area which designated by the Property Manager for such purposes) which shall obstruct and/or cause obstruction to the freedom of movements and transit to the other occupants.
- 11.4. Any cleaning activities involving the adjoining external areas must be conducted in a good care to prevent water from running down the exterior of the building and/or enter into the other parcel.
- 11.5. In the event the Occupant and/or the Occupant's Guests or Invitees caused any damages on the Community Areas, any costs and expenses for the repair works done and/or replacements on such damages shall be borne by the Occupant.
- 11.6. Any equipment and/or furniture placed, installed in the Community Area which provided by the Property Manager is for the purpose of providing safety, comfort and convenience to the users and any user who has access to these equipment and/or furniture shall not remove and/or damage and/or altered such equipment and/or furniture without permission by the Property Manager.
- 11.7. Use of elevators shall be govern by the following rules:-
- 11.7.1. No person shall wear any wet bathing suit, smoke, drink or eat in the elevator.
- 11.7.2. Any forms of transport such as motorcycles and bicycles (with exception to wheelchairs) shall not be brought and/or placed in the elevators.
- 11.7.3. No person shall be allowed to tamper with the elevators' controls at all material times.
- 11.7.4. No occupants shall be allowed to use any of the elevators in the event of power failure, fire or any other emergency situations. All occupants must use the designated stairs in the event of occurrence of such events.
- 11.7.5. In the event the Occupant intended to shift and/or load any bulky or heavy objects using the elevator, such Occupant must inform the Property Manager three (3) days in advance so that an arrangement can be made to avoid any inconvenience to the other occupants. However, such shifting or loading of bulky objects shall only be allowed in the designated elevators but not the ordinary elevators.

- 11.8. All occupants shall wear proper attire within the Community Area and/or The Grand Subang SS13.

## 12. EXCLUSION CLAUSE

- 12.1. The Owner hereby acknowledges and agrees that the Property Manager shall incur no liability and shall not be liable in damages or otherwise to the Owner, his successors, assigns, servants, agents, lessees, tenants, invitees and persons deriving title thereunder (or any of them) for any damages to any property or goods, any injuries caused or loss of life or property or goods, which may, from time to time or at any time, be suffered, sustained or incurred by or caused to the Owner, his successors, assigns, servants, agents, lessees, tenants, licensees, invitees and persons deriving title thereunder (or any of them) in or about the Parcel, the Community Areas and/or the Development occasioned by or arising from or in connection with or as a result of or by reason of:-
- 12.1.1. any failure or omission or neglect on the part of the Property Manager or its appointed agents to manage or maintain the Community Areas (or any part thereof) or to provide any services for or in connection therewith or incidental or ancillary thereto; or
  - 12.1.2. the defective working, stoppage, breakage or failure of the like elevators, lifts, appliances, pipes, wires, cables, ducts, apparatus, plant, equipment, machinery or other installations whatsoever forming part of or comprised in the Community Areas or within The Grand Subang SS13 or otherwise in or under or passing through or connected with or used for the purposes of or serving the Parcel, the Community Areas, any area within The Grand Subang SS13 (or any part of them thereof); or
  - 12.1.3. any stoppage or failure of electricity or other supplies to the Parcel, the Community Areas, any area within The Grand Subang SS13 (or any part of them thereof) howsoever caused; or
  - 12.1.4. fire, water, storm, tempest, earthquake, any other act of god, insects, theft, burglary, explosions, riots, civil commotion, enemy action or any other matter or event or circumstances beyond the Property Manager's control; or
  - 12.1.5. any act, default or omission of the Owner, his successors, assigns, servants, agents, lessees, tenants, licensees, invitees and persons deriving title thereunder (or any of them) or any one or more of the other purchasers.

## 13. GENERAL MATTERS

- 13.1. The Property Manager shall not be liable to the Occupant or any other person(s) for any loss, death, damages and/or injuries suffered in respect of:
- 13.1.1. Any failure and/or interruption in any of the Common Facilities by reason of necessary repair, replacement, maintenance and/or any installation of apparatus, equipment, furniture or any damages or destructions or by reason of mechanical or other defects or breakdown or other inclement conditions or shortage of fuel materials, water and/or labour or any other cause which is beyond the Property Manager's control;
  - 13.1.2. any use of the Common Facilities;
  - 13.1.3. any act, default, omission and/or negligence of the Property Manager and its employees, servants, agents and/or contractor.

- 13.2. The rules and regulations in this House Rules shall be in addition but not in derivation and/or substitution of any provision provided in the Deed of Mutual Covenants.
- 13.3. The Property Manager reserves the right to amend and/or vary and/or substitute and/or delete any or all of the above rules and regulation stipulated herein without giving any prior notice to the Occupant.
- 13.4. Knowledge, waiver and/or acquiescence by the Property Manager of any breach of any of the rules regulations herein contained by the Occupant shall not operate as or be deemed to be a waiver of such rules and regulations and notwithstanding such knowledge, waiver and/or acquiescence, the Property Manager shall be entitled to exercise its rights under this House Rules and/or Deed of Mutual Covenants and to require strict performance by the Occupant of the rules and regulations contained herein.
- 13.5. This House Rules shall be binding on the successors-in-title and assigns of the Owner and his lessees, tenants, servants, agents, licensees, guests, invitees including subsequent purchasers of the other parcels in The Grand Subang SS13 who shall enter into a similar arrangement with the Property Manager.
- 13.6. The House Rules shall be governed by the laws of Malaysia and all parties hereto submit to the jurisdiction of High Courts of Malaysia.
- 13.7. Any rules and regulations of this House Rules 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.
- 13.8. The headings and sub-headings to the clauses and sections of this House Rules 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 House Rules.
- 13.9. Time in respect of all acts and payments wherever and whenever mentioned shall be of the essence of this House Rules.

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