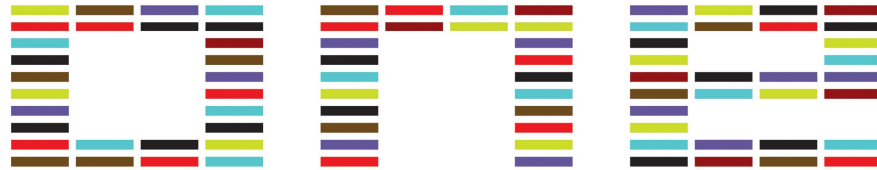


JAYA



Building Handbook

June 16, 2011

Version 1.3

Jaya One Joint Management Body

35-LG2, Block J, Jaya One
No.72A, Jalan Universiti,
46200 Petaling Jaya, Selangor.

Tel: +603-7957 4933

Fax: +603-7957 4223

Website: www.jayaone.com.my

JAYA ONE BUILDING HANDBOOK

TABLE OF CONTENT

1.0 INTRODUCTION

1.1 Welcome Introduction

1.2 General

- (a) Purpose of Rules & Regulations
- (b) Compliance with Rules & Regulations
- (c) Authority & Duties of Management

1.3 Definitions

1.4 Interpretation

1.5 Jaya One & Unit Address and Contact

- (a) Address
- (b) Jaya One Management Office
- (c) Contact Numbers of Jaya One Office

2.0 OCCUPANCY

2.1 Usage of Parcel

2.2 Storage

2.3 Nuisance

2.4 Owners' Agent and Absentee Owner

2.5 Maintenance of Parcel

2.6 Entry by Management

2.7 General Provisions

3.0 COMMON PROPERTY

3.1 Use of Common Property

3.2 Preservation of Image of Complex

- 3.3 Structural Alterations and Additions, etc.
- 3.4 No Solicitation
- 3.5 Usage of Lifts
- 3.6 Damage to Common Property
- 3.7 Closure of Jaya One
- 4.0 PARKING OF VEHICLES**
- 5.0 REFUSE DISPOSAL**
- 6.0 HANDOVER OF PREMISES**
 - 6.1 Handover of Premise and Property
 - 6.2 Moving In and Moving Out
 - Rules to observe and procedure to be complied.
- 7.0 FIT OUT AND RENOVATION GUIDELINES**
 - 7.1 Preamble
 - 7.2 Submission of Plans
 - 7.3 Fire Safety Precaution
 - 7.4 Use of Loading / Unloading Area & Service Lift
 - 7.5 Renovation / Fit-out Restriction
- 8.0 OPERATING HOURS**
- 9.0 INSURANCE**
- 10.0 CO-OPERATION**
- 11.0 INDEMNITY**
- 12.0 DISCLAIMER**
- 13.0 RULES NOT IN DEROGATION**
- 14.0 RESERVATION**
- 15.0 NON COMPLIANCE OF BUILDING HANDBOOK**
- 16.0 APPENDICES**

JAYA ONE

RULES & REGULATIONS

1.0 INTRODUCTION

1.1 Welcome Introduction

A warm welcome to all owners and occupants of Jaya One. We have taken considerate time and effort to prepare this handbook for you all. The contents of this handbook are to provide everyone with the rules and regulations with respect of managing and governing the relationship between the owners, occupants and the management. “Community living” requires a great deal of participation, understanding and respect. Thus, it is important that we all have the same goals and visions of what we want Jaya One to represent and stand for. The management’s vision for Jaya One is simply to project and promote a place for commerce, business, fun, leisure and entertainment, whilst to promote good practice within it’s community so that it exemplifies a sense of belonging, pride and consideration. By sharing these goals and visions, Jaya One will truly a reputable and prosperous “Creative Community”.

1.2 General

- a) The purpose of these Rules & Regulations which govern Jaya One is: -
 - to promote the harmonious occupancy of the Parcels within Jaya One;
 - to maintain and keep in repair the facilities and conveniences within Jaya One;
 - to enhance and preserve the reputation and prestige of Jaya One thereby enhancing the enjoyment of the facilities and conveniences within the Complex.

- (b) The Rules & Regulations have been promulgated specifically to serve as guidelines governing or relating to the use and occupancy of the Parcels as well as the use, operation, maintenance and control of the Common Property. In order to create and maintain the aesthetics of Jaya One and as a conducive work environment with ecological designed landscaping together with a range of facilities and conveniences for the common good and enjoyment of each and every Occupant, it is therefore imperative that all Occupants render their co-operation in adhering strictly, at all times, to the Rules and Regulations contained herein.

- c) The enforcement of the Rules & Regulations lies with the Management of Jaya One. The Management may, at any time, and from time to time, amend, create, adopt, delete, vary amend or replace the Rules & Bylaws.

The Management will advise the Occupants of any such variation or amendment, as and when appropriate.

1.3 Definitions

In these Rule & Regulations, unless the context otherwise requires or unless it is otherwise expressly provided, the following words or expressions shall have the meaning respectively assigned to them hereunder:

- (a) **Appropriate Authorities** means any Federal, State or Local Government semi-government, quasi-government or other agency, body or authority, statutory or otherwise, (including without limitation all privatized corporations or bodies) in its capacity as approving authority in respect or in or connection with authority to exercise its rights or jurisdiction in connection with or affecting the Parcel, Jaya One, and/or any matter arising out of the terms of these Rules & Regulations;
- (b) **Common Property** means so much of the land as is not comprised in any parcel or accessory parcel or any provisional block and the fixtures and fittings including lifts, escalators, refuse chambers, drains, sewers, pipes, wires, cables, ducts and other amenities and installations used or capable of being used in common by all the Occupants, their agents, servants, employees and their respective invitees and licensees in common with the Original Proprietor and all other persons having the right to use the same;
- (c) **F & B** means the occupier of a parcel in Jaya One who serves food and/or beverage whether for charge or otherwise.
- (d) **Fit-Out Works** means the alterations and fitting-out works carried out by the Occupant in respect of the Parcel;
- (e) **Fit-Out Period** means the period for Fit-Out Works as approved by the Management;
- (f) **Jaya One** means the several multi-storey blocks of buildings comprising retail and office parcels, the Palm Square, the Common Property and the vehicle parking bays;
- (g) **Jaya One Management Sdn. Bhd. /** means the appointed Managing Agent duly authorized by the Joint Management Body or the

- Management Agent** Management Corporation (when established) or any appointed agent to manage Jaya One and to enforce these rules;
- (h) **Lessee** refers to a person, who is for the time being, leasing one of the Parcels in Jaya One under a valid and existing lease agreement;
- (i) **Management** means the Joint Management Body or the Management Corporation (when established), or any appointed agent duly authorized by the JMB or the Management Corporation (when established), to manage Jaya One and to enforce these rules;
- (j) **Occupant** refers to a person who is either an owner-occupant or a tenant-occupant or lessee-occupant of one of the parcels in Jaya One;
- (k) **Original Proprietor** means **TETAP TIARA SDN BHD** [Company No. 642033-U], the developer of the lands upon which Jaya One is situated;
- (l) **Owner** means a person who owns a parcel in Jaya One and who has the beneficial and legal title to the same;
- (m) **Parcel** refers to an office unit, retail unit or gudang; (Comment: A kiosk generally is not within an enclosure)
- (n) **Persons authorized by The Occupant** means the agents, servants, employees, licenses, invitees, visitors or independent contractors of the Occupant;
- (o) **Tenant** means a person, who is for the time being, renting one of the Parcels in Jaya One under a valid and existing tenancy agreement.

1.4 Interpretation

- (a) Words of the masculine gender shall include the feminine gender and vice versa and words denoting natural persons shall include corporations and firms and all such word shall be construed interchangeably in that manner.
- (b) Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- (c) Headings and marginal notes are for ease of reference only and shall not be taken into account in the construction or interpretation of any Rule or Bylaw herein.

1.5 (a) Address

Jaya One is located at No. 72A, Jalan University, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

(b) Managing Agent's Office

Jaya One is managed by Jaya One Joint Management Body [693795-P] (hereinafter referred to as **“the Management”**). All enquiries relating to management policies and procedures are to be directed to: -

Jaya One Management Sdn Bhd
 No. 35-LG2, Block J, Jaya One
 No. 72A, Jalan University,
 46200 Petaling Jaya,
 Selangor Darul Ehsan,
 Malaysia.

(c) Contact Numbers of Jaya One Office

Customer Service	Tel: 03-7957 4933
Emergency / Security Department	Tel: 03-7958 2919
Car Park Department	Tel: 03-7958 8867

2.0 OCCUPANCY

2.1 Usage of Parcel

A Parcel shall only be used strictly for the purpose referred to and specified in the sale and purchase agreement entered into between the Owner and the Original Proprietor and in accordance with the expressed purpose stipulated in the approved building plans for Jaya One. Without derogating from the foregoing, a Parcel or any part thereof **SHALL NOT** be used for the carrying on of any of the following businesses, trades or activities including but not limited to, unless otherwise agreed to in writing by the Management,:

- (i) any businesses, trades or activities which emit, accumulate and or disseminate or may emit, accumulate and or disseminate any unpleasant odour, fumes or which generate or accumulate dirt, oil spillage or generate excessive noise or cause nuisance to the general public and the occupants of the other parcels in Jaya One or give cause for complaint from any of the occupants of the other parcels;
- (ii) any businesses or trades dealing with substances and things of an explosive or dangerous or inflammable character and or their by-products;
- (iii) a place for public or private auction;

- (iv) any businesses or trades for public entertainment and or amusement;
- (v) any businesses or trades which involve gaming in any form except for gaming permitted and licensed under Malaysian law;
- (vi) video games (including computer games) or other types of recreational activities (including without limitations pinball and or billiard saloons and or snooker parlours);
- (vii) funeral parlour or any businesses or trades in connection with the supply of items or services for funeral and other funeral related occasions;
- (viii) the setting up of places of worship and prayer in respect of any cult, religion or supernatural beliefs;
- (ix) any businesses or trades in connection with or related to the supernatural and or the occult;
- (x) any religious or political activities;
- (xi) massage parlour or any related activities;
- (xii) nightclub or internet cafes;
- (xiii) businesses which involve food processing, wood and or metal working machinery or any kind of business or related activities thereto;
- (xiv) any form of social escort agency or related activities;
- (xv) any kind of businesses which require extraordinary consumption of utilities including electricity, water which is beyond the capacities designed for the Parcel;
- (xvi) any business involving wholesale business and the use of the Parcel for storage purposes which contravenes planning approval, save and except for parcels designated as gudang;
- (xvii) as a place of residence;
- (xviii) any business requiring storage of goods or products on a large scale including without limitation warehousing except with the prior written consent of the Management;
- (xix) any immoral, improper, offensive or unlawful activities including without limitation the operation of brothels;
- (xx) pet shops except with the prior written consent of the Management;
- (xxi) vehicular and or machinery, mechanical or electrical workshop and or repair shops; or

- (xxii) any other business deemed by the Management, as the case may be, to be offensive or detrimental to the image and reputation of Jaya One.

2.2 Storage

- (a) The Occupant shall not bring upon the Parcel or any part of the building in Jaya One any heavy machinery or other plant or equipment or goods: -

- (i) with an imposed load in excess of the following weight load without prior written consent of the Management unless such consent is given subject to the verification of any professional and if consent shall be granted, the Occupant shall ensure that the load on any floor of the building is distributed in accordance with the directions and requirements of the Management;

Design Live Loadings: -

<u>Location</u>	Uniformly Distributed Live Load <u>(kN/m²)</u>
• Office Unit	2.5
• Retail Unit	5.0
• Restaurant & Kitchen	3.0

Uniformly Distributed Superimpose Dead Load (SDL)

Typical Floor

Finishes (inclusive of screeding)
(Excluding car park) 1.2 kN/m²

Lightweight material for partitioning
(For Office Units only) 1.0 kN/m²

- (ii) of such nature, character, material or size as to cause, or in the opinion of the Management, be likely to cause any structural stress or damage to the floor, ceiling, walls or any other part of the Parcel, the building in Jaya One or which might cause or constitute a fire hazard or other hazard to the health or safety of any person or property or which might interfere with, overload or damage any services or services systems.
- (b) Before bringing any such equipment or goods upon the Parcel or the Common Property, the Occupant shall observe and comply with such guidelines as shall be imposed by the Management, including giving the Management at least seventy-two (72) hours prior written notice of the appointed movers and the details of the activities and any costs and expenses incurred for such professional services shall be borne by the Occupant. The written consent of the Management must be obtained prior to the installation of safes or vaults in the Parcel. In the interpretation and application of this Rule, the decision of the professional advisor of the Management shall be final and binding upon the Occupant.
- (c) The walls of the Parcel and or Jaya One shall not be loaded or stocked with merchandise, apparatus or articles in such manner as to cause lateral pressure

against the walls, which in the opinion of the Management, will cause deformation of or otherwise, damage the walls.

- (d) The Occupant shall not use, permit or suffer to be used the Parcel or any part of Jaya One as a store or area to keep or store any items in contravention of any local ordinance, statute, enactments, directives, rules, regulations or bylaw currently enforced and or hereinafter enforced by the Appropriate Authorities or which will cause an increase in the insurable risk of the Parcel or Jaya One. In particular, the Occupant shall not keep or store or suffer to be kept or stored incense, joss sticks, oil lamps, weapons, arms, ammunition, gunpowder, saltpeter, chemicals, kerosene and or any other combustible or inflammable substances or any substances which is toxic, dangerous or harmful to the environment or may cause pollution, contamination or otherwise causes damage to the Parcel or Jaya One.
- (e) The Occupant shall not affix any fixtures whatsoever or place any merchandise in the Common Property or store any merchandise goods or articles in any air space above the ceiling boards of the Parcel and will keep clean and free from dirt and rubbish such part of the Common Property or any public footpath or way as immediately adjoining the Parcel.

2.3 Nuisance

- (a) The Occupant shall not permit any act or use of the Parcel or the Common Property which might become a nuisance or danger or cause offence or annoyance or give reasonable cause for complaint to the Management or any adjoining or neighbouring occupiers or the Appropriate Authorities or which may cause excessive noise or which is illegal, unlawful or immoral or which the Management deems to be offensive to a conducive environment for a prestigious commercial centre or which may affect in any way whatsoever the use of the other buildings in Jaya One.
- (b) The Management reserves, at all times, to seek legal redress so as to abate or stop the nuisance and the Occupant, causing such nuisance or annoyance shall be liable to indemnify and keep the Management indemnified against all actions, proceedings, claims, costs, charges, expenses and demands as a result thereof or arising therefrom (including solicitor-client costs).
- (c) Whilst the Management will endeavour to attend to complaints raised by the Occupant against other occupants of Jaya One and will extend its assistance as the Management, in its sole and absolute discretion, deems prudent or necessary, it is not incumbent upon the Management to pursue a complaint, if in the opinion of the Management, such complaint is unreasonable, frivolous, vexatious without merit or tainted with malice. The decision of the Management is final and not subject to question.

2.4 Owners' Agents and Absentee Owner

- (a) An Owner who has appointed an agent to represent his interests shall register with the Management, the name, address and contact particulars of the agent prior to permitting his agent access to the Parcel. The Owner shall procure his agent to observe and comply with the Rules and Regulations herein and shall promptly inform the Management of any change in the particulars of his agent.

- (b) Absentee Owner shall appoint a representative who shall be registered with the Management, for purposes of conducting periodic inspections of his Parcel.

2.5 Maintenance of the Parcel

- (a) The Occupant shall, at all times, be responsible for the upkeep, repair and maintenance of the interior of the Parcel (including but limited to finishes on the walls, ceilings, flooring, windows, shopfronts, locks, fastening, glass shutters and renovations, both internal and external), the fixtures, fittings machinery, plant, equipment therein including drains, sewers, pipes, cables, wiring, ducts and all other amenities, facilities and installations which are within the boundary of the Parcel and which are not used or capable of being used in common by all the other occupants of Jaya One.
- (b) The Occupant shall keep the Parcel clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles and arrange for the regular removal thereof from the Parcel. If the Occupant shall employ or engage any cleaners or maids to attend to the cleaning of the Parcel, such cleaners or maids must be persons registered with the Management for security reason.
- (c) No rags, dirt, rubbish, refuse or other substance shall be inserted into or placed or left in the sinks, baths, lavatories or any pipe in the Parcel nor shall any obstruction or blockage be caused therein in any other manner whatsoever.
- (d) The Occupant shall take all reasonable precautions to keep the Parcel clean and take all practical steps to prevent infestation by rodents, vermin, insects and pests.
- (e) The Occupant shall officially notify the Management of any installation of water, gas or electrical fixtures, equipment or appliances for illuminating, air-conditioning, cooling or ventilating the Parcel.
- (f) The Occupant shall, immediately repair and replace all broken glass including the door and window display area with glass of the same or similar quality and in accordance with the specification of the Management and all other damaged or broken fittings, fixtures and chattels including but not limited to lighting and electrical equipment (such as lights, globes and fluorescent tubes) and plumbing installed on the Parcel.

2.6 Entry by Management

- (a) The Occupant agrees that the Management, by its authorized representatives, shall be entitled to, at all reasonable times, during office hours, (in the case of F&B outlets, during its operating hours, to enter the Parcel, for the purpose of ensuring compliance by the Occupant/(F&B Operator) of the Rules and Regulations herein contained.
- (b) If the Occupant /(F&B Operator), having been given written notice of a breach of the Rules and Bylaws, fails to remedy the breach within the period stipulated by the Management, then the Management shall (but shall not be legally obliged) take such steps as may be necessary to remedy the breach and all cost and

expense (including the fees of the consultants/contractors engaged by the Management) expended by the Management shall be borne by the Occupant /(F&B Operator) upon written demand by the Management and the Occupant /(F&B Operator) shall, on demand, reimburse the Management within 14 days.

2.7 General Provisions

- (a) The Occupant shall not affix, paint, place, display or otherwise exhibit or install or permit to be installed on or to the facade or front or rear or entrance of and to the Parcel or so as to be visible from the outside of the Parcel or in any part of the Parcel or the building in Jaya One any nameplates, placard, banners, buntings, poster, advertisement, illuminations, embellishments, show board, name-bill or writing or any other indication of business or any other means of visual communication, save and except its name plate or trading style, of a form character quality and size, approved by the Management and only at the place designated by the Management and at no other place.
- (b) The Occupant shall remove or cause to be removed or altered any window or other display or merchandise immediately upon notice by the Management, where the Management is of the opinion that such displays or merchandise will impair the appearance, aesthetic, name, image, reputation or standing of Jaya One.
- (c) All internal walls, floors and ceiling separating the Parcel from the adjoining premises shall be deemed to be a party structure or structures, as the case may be, and shall be maintained and kept in good repair, from time to time, at the joint costs and expense of the occupants for the time being, of the Parcels separated thereby.
- (d) Occupants are not to request any employee of the Management to attend to the Occupant's business or private errands.
- (e) Occupants are not to give or offer any tips, gifts or gratuities of whatever nature, to any employee of the Management when such employee are rendering their services or extending their courtesies in the regular performance and execution of their duties.
- (f) The Occupant shall not carry out any cooking in the Parcel or any part of the Common Property unless the Occupant has procured the permit of the Appropriate Authorities to operate the Parcel as an approved eating establishment. Unless approved by the management, only designated units are permitted to operate as food and beverage. In the event a parcel is to be used for food and beverage but does not have the necessary infrastructure, special permission need to be obtained from the management. Assessment shall be conducted jointly by the management and the owners or tenants or its agents. Any cost arising from consultancy fees or any other expenses shall be borne by the owners, tenants and its agents.
- (g) The Occupant shall not keep any birds or domestic fowl, dogs, cats, reptiles or other animal in the Parcel or on any part of the Common Property.
- (h) If an Occupant requires electricity supply in access of the supply arrangement as provided for the distribution fuse board installed by the Original Proprietor or if

the Occupant shall require revision to the distribution fuse board as installed by the Original Proprietor, the Occupant shall obtain the prior consent in writing of the Appropriate Authorities and the Management for the increase or revision, and all cost incurred shall be borne by the Occupant. Any such consent may be withheld by the Appropriate Authorities and or the Management without any reason being assigned therefore or may be given upon such terms and subject to such conditions as the Appropriate Authorities and or Management deems fit. Failure to comply with the Rules and Regulations would render the Occupant liable for all damages or loss caused or contributed by the Occupant's unauthorized increase of the Occupant's requirement for electricity supply or unauthorized revision to the distribution fuse board installed by the Original Proprietor including all costs required to re-instate the electrical system to its original condition.

- (i) The Air-cond Compressor Room is designed to cater for a total capacity of 11 HP (Except for Block B (Ground and Mezzanine Floor)). If the Occupant requires in excess of the designed capacity, the Occupant shall engage his/her air-cond specialist to design to its requirement. The Occupant are advised to seek the Management view if assistance is needed.

For Block B (Ground and Mezzanine Floor), the occupants are required to source for alternative air-conditioning system as their compressor room areas are substantially reduced. Occupants of these units are strongly advised to seek the management's view on the types of air-conditioning system to be used.

3.0 COMMON PROPERTY

3.1 Use of Common Property

- (a) The walkways, pavement, entrances, passages, courts, corridors, service-ways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape doors or other parts of the Common Property or any appurtenances or conveniences thereto shall not be obstructed at any time.
- (b) The Occupant shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illuminators of the Common Property or of Jaya One generally.
- (c) The Occupant shall not use or permit nor suffer to be used the facilities in the Common Property including but not limited to the lavatories, toilets, sinks, drainage and other plumbing facilities for any purposes other than those for which they were constructed or provided for and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Occupant forthwith. Failure to adhere to these non-permissible usage will be subjected to penalty as spelt out as per attachment ("Appendix A")
- (d) No rags, dirt, rubbish, refuse or other substance shall be inserted into or placed or left in the sinks, baths, lavatories or any pipe in the Common Property nor shall any obstruction or blockage be caused therein in any other manner whatsoever.

- (e) The Occupant shall not throw or allow to fall any object, refuse or rubbish of any description on the Common Property or any part thereof or out of the windows, doors, verandahs except in refuse bins maintained by him and shall not place upon any sill, ledge or other like part of the Parcel or Common Property.
- (f) No garments, rugs, mops or other objects shall be dusted, shaken, cleaned, displayed or hung by the Occupant from windows, verandahs, stairways, corridors, fire escape areas or in the Common Property.
- (g) The Occupant will not use or permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or article of bulk or quantity such part of the Parcel and the Common Property, as the Management, may from time to time direct, and at such time as shall be prescribed by the Management.
- (h) The Occupant shall not permit trade vehicles while being used for delivery and pick up of merchandise to or from the Parcel to be driven, parked or stopped at any place or time within Jaya One except within the loading bay of Jaya One and except at such other place or places and at such time or times as the Management may specifically allow and the Occupant shall prohibit its employees, service suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any place other than the said loading bay or such other places which the Management may, from time to time, allot for such purposes and from obstructing in any manner howsoever the entrances, exits and driveways in and to the common parking areas and also the pedestrian footways in or to the Common Property.
- (i) The Occupant shall not use or permit to be used the said loading bay for storage of goods or for any other purpose other than for the prompt loading and unloading of goods.
- (j) Tap water or electricity supply from any part of the Common Property are not to be used by the Occupant or their contractors, in particular for any renovation works.
- (k) The Occupant must not cover, obstruct, manipulate, interfere with, tamper, control or attempt to control any electrical, mechanical, fire, telecommunication or other equipment or system in Jaya One or any part thereof.
- (l) No wall, partition, gate, fencing, barricade, scaffolding, railing or any other structure of a similar nature, whether temporarily or otherwise, shall be erected in or about the Common Property.
- (m) The Occupant shall not cover or obstruct or block from view, any directional signs or notices, placed by, or with the approval of, the Management in and about Jaya One.
- (n) The Occupant shall not cover, obstruct, manipulate, interfere with, tamper, control or attempt to control the security system and/or security cameras, equipment, apparatus or paraphernalia installed, affixed or placed in and about Jaya One so as to render the security cameras, equipment or apparatus not functioning for the purpose for which it was installed.
- (o) The Occupant shall not tamper with any fire prevention systems or any fire extinguishers placed at the Common Property in accordance with the requirements of the Jabatan Bomba Malaysia.

- (p) The Occupant shall not place any objects or goods at the staircases of the Common Property or block any passage to the staircases or fire escape areas
- (q) The Occupant shall not lock, block or obstruct any fire exits which are statutorily required to be accessible under the applicable regulations.
- (r) The Occupant shall not erect or install any sign, device, furnishing, ornament or object which is visible from the street or from any other building and which in the opinion of the Management, is incongruous or unsightly or may detract from the general appearance of Jaya One and shall not install or cause to be installed any air-conditioning unit and plant, fan or cooling system whatsoever, antenna, aerial or satellite dish which protrudes out of the external walls of Jaya One.
- (s) Any items, materials placed within the common area shall be removed without notice.

3.2 Preservation of Image of Jaya One

- (a) For the purpose of maintaining the physical sensitivity and aestheticity of Jaya One, the exterior facade of Jaya One shall be projected to reflect uniformity in appearance. Accordingly, no telecommunication apparatus, projection antenna or advertisements shall extend through any opening, window or door as to impair or detract from the architectural form or style or appearance of the Common Property and or Jaya One generally. No tint, shade, awning or grille, screen or any other external structures shall be used or erected unless with the prior written consent of the Management, which consent shall not be granted if in the opinion of the Management, the proposed erection will affect the aesthetic standard of Jaya One.
- (b) Brooms, mop, box cartons, banners, buntings, poster, advertisement, illuminations, embellishments, show board or any other means of visual communication shall not be placed on windows, doors or passages so as to be in view from outside the Parcels from any angle.
- (c) The Occupant shall not expose nor hang any textile or garments in or upon any part of the building of Jaya One or any other place visible from the exterior of the building comprising the Parcel;
- (d) The Occupant shall not cause any accumulation of dirt, rubbish or debris in or outside the Parcel and shall not store any goods or vehicles in any part of the Common Property or the building in Jaya One so as to cause obstruction and shall maintain the general condition and appearance of the Parcel particularly as regards the exterior walls windows or partitions in a presentable condition so as not to affect the general image of Jaya One as a prestigious office and commercial centre.
- (e) Except with the prior written consent of the Management, the Occupant shall not use or permit to be used any radio, gramophone, television or interfere with our talkies' frequency or other media or equipment likely to be heard or seen from outside the Parcel, Provided however that any consent so given as aforesaid may at any time be withdrawn where the Management so determines having regard to

the interests of Jaya One as a whole and/or the rights or interest of the other occupants or persons lawfully therein.

- (f) The Occupant is only to use stainless steel nails, screw or any other similar fasteners, having the like quality on the external surface of the Parcel as to prevent staining of the exterior of the Parcel.
- (g) Fixtures, fitting, equipment and other property located, placed and or installed the Common property by the Original Proprietor or the Management, have been provided for the safety, comfort and convenience of all Occupants and shall not be tampered, altered or removed from their locations.

3.3 Structural Alteration, Additions, etc

- (a) The Occupant will, at all reasonable times, permit the Management, their agents or servants to enter upon the Parcel or any part thereof for the purpose of making or carrying out structural alterations, conversions or improvements or other works, laying and fixing and leading through the Parcel all such wires and cables for electricity and pipes for water, gas and sewerage as the Management, may from time to time, require to be laid and fixed in and led through the Parcel.
- (b) The Occupant must notify the Management of any change to the above and shall not effect any alteration, renovation, removal or addition to any building structure of the Parcel, whether such alteration, renovation, removal or additions be permanent or otherwise. Any alteration needed to be carried out, kindly refer to the Fit Out Guide Manual.

3.4 No Solicitations

- (a) The Occupant shall not, by its employees or agents or otherwise, solicit business in the parking area or Common Property or distribute or display pamphlets or other advertising material in or on the motor or other vehicles generally except in such manner and under such conditions as may be approved from time to time by the Management
- (b) The Occupant shall not conduct or organize any gathering or event containing or reflecting religious and or political overtones in any part of Jaya One.
- (c) The Management reserves all rights to screen and register real estate agents and to prohibit third parties from distributing unsolicited mails, flyers, brochures and the like to Occupants of Jaya One.

3.5 Usage of Lifts

- (a) The Management shall not be under any liability to the Occupant or to any other person arising from any inability or failure on the part of the Management to operate or maintain any lifts or escalators installed in Jaya One at any time or times for any reason whatsoever and to the extent to which the Management has control over the same the use and operation of such lifts and escalators shall, at all times, be at the discretion of the Management.
- (b) The Occupant shall not convey or carry goods and baggage in the passenger lifts or escalators except in the lifts designated by the Management for such purpose.

- (c) The Occupant shall not cause or permit any damage or deface any part of the lifts or escalator passages, escalators, staircases, landings or any part of Jaya One while moving any goods or other things whatsoever and shall forthwith repair and make good such damage or defacement or pay the Management on demand the costs of making such damage and or defacement.
- (d) Smoking in the lift is strictly prohibited.
- (e) No person shall consume food in the lift or wear or carry items that could stain or otherwise soil the lift of any part thereof.
- (f) No person shall tamper with any of the lift controls in a manner so as to interfere with the proper functioning of the lifts.
- (g) In the event of fires, power failure, bomb threat or other emergencies, all Occupants must not use the lifts but are to use the staircases to vacate the premises.
- (h) The Occupant shall give the Management at least 3 working days' advance notice of any delivery or consignment of goods in bulk having a dimensional height and width greater than 2000mm and 800mm respectively and weighing 750kilograms in total (including personnel moving the goods) so that prior arrangements can be made to avoid any inconvenience to the other occupants.

3.6 Damage to Common Property

Any breakage or damage to the Common Property or to any adjoining premises or any facility or appurtenances thereof occasioned by want of care, misuse or abuse on the part of the Occupant or its servants, agents, contractors or sub-contractors or other persons claiming through or under the Occupant hereunder or under any rules and regulations of the Management made pursuant hereto shall be assessed by the Management and the cost of repairs and or replacement and or removal of debris consequent upon the repairs effected will be charged to the Occupant responsible. The Management reserves the right to remove any item or article which, in the belief of the Management, is dangerous, hazardous, injurious, detrimental or obstructive to other occupants or the Complex.

3.7 Closure of Jaya One

The Management shall be entitled to close Jaya One and the Common Property or any part thereof and to prevent and or prohibit any person (including the Occupant) from entering or remaining thereon outside the Business Hours. Without affecting the generality of the preceding provision of this rule the Management may close, cordon, lockoff or otherwise control the Common Property or any part thereof from time to time and may take all such actions as the Management deems necessary for the purposes aforesaid and in particular may prohibit the use of the parking area in Jaya One prior to the hour of 7:00 a.m. or such earlier hour as the Management may from time to time determine to prevent unauthorized persons not intending to conduct business with or become customers of any of the occupants of Jaya One from using the parking areas of Jaya One for private or other purpose.

4.0 PARKING OF VEHICLES

- (a) All vehicles are to be parked only in the areas designated for car parking in Jaya One which shall be managed by a car park operator on a “**pay as you use**” basis. The Management shall not be responsible in any manner whatsoever for any theft, loss, damage, vandalism or other misdemeanour to the vehicles and or its contents and or injury to the person within Jaya One and whether or not such vehicle is properly or improperly parked in any parking bay or on any part of Jaya One.
- (b) All vehicles, motorcycles, bicycles and other form of transport parked within Jaya One are parked at the risk of the respective owner.
- (c) Motorcycles, bicycles and other form of transport shall be parked at areas designated by the car park operator.
- (d) No cars may be left unattended in any drive way or in any area designated as a “**No Parking**” zone.
- (e) No vehicles may be left in any “**No Waiting**” zone.
- (f) If any vehicle is parked in areas other than the designated car par bays, the Management reserves the right to take any appropriate action, as it deems fit, including clamping and towing the vehicle.
- (g) The Management shall not be responsible in any manner whatsoever for any damage to the vehicle or inconvenience or stress suffered or cost and expense incurred by the Occupant or by any Persons Authorized by the Occupant from any of the aforesaid action undertaken by the Management. The Occupant or any Person Authorized by the Occupant forcibly removing or attempting to forcibly remove the immobilizer shall be liable for any damage or injury arising therefrom.
- (h) The Occupant shall not and shall ensure that the Persons Authorized by the Occupant shall not tamper with any with car parking equipment.
- (a) Occupant who wish to request for season parking bay, kindly submit the application form for season parking (as per *Appendix B*)

5.0 REFUSE DISPOSAL

- (a) The Occupant shall not allow any accumulation of rubbish in the Parcel nor throw or allow to fall any object, refuse or rubbish of any description on the Common Property or any part thereof or out of the windows, doors, verandahs except in refuse bins maintained by the Occupant. Any removal of the same by the Management shall be to the account of the Occupant concerned.
- (b) No rubbish or waste shall at any time be burnt upon the Parcel or the Common Property or any part of Jaya One.
- (c) The Occupant shall: -

- (i) Place all debris, ashes, vacuum cleaner bags, waste material and rubbish securely wrapped in small waterproof bags/non-porous polythene bags in the proper receptacles.
- (ii) Ensure that all such debris, waste material and rubbish should be completely drip-free before it leaves the Parcel.
- (d) Heavy or bulky objects must be placed in the main refuse chamber located at Basement 2 in Jaya One. Waste materials other than heavy or bulky objects shall be disposed off at the locations specified by the Management.
- (e) Occupant using the main refuse chamber/rooms situated within Jaya One must ensure that the doors are closed after use and the lights switched off.

Special conditions for **Food & Beverage Operators (F&B)** and **Retail**

a) Drainage

The Occupant shall:

- (i) install grease filters at every kitchen_sink in the premises to prevent grease and waste particles from being discharged directly into the drainage system of Jaya Complex. The Occupant may purchase the grease filters from the Management or have it custom-made in accordance with the specifications stipulated by the Management.
- (ii) install dirt traps in the premises to prevent waste particles from being discharged directly into the drainage system of Jaya One.
- (iii) at its own cost and expense, be responsible for maintaining the grease filters and dirt traps that are installed in the premises. The dirt trap must be of certain standard which must be approved by Jaya One Management Sdn Bhd where your kitchen floors are advised to be raised to receive this dirt trap.
- (iv) be liable for any blockage along the drainage the system resulting from the lack of maintenance and/or negligence of the Occupant, its servants or agents; and
- (v) shall bear and pay, upon demand by the Management, all costs and expenses incurred by the Management in removing any blockage along the drainage system.

b) Refuse

- (i) For Occupant operating at the ground floor of Jaya One, such operators are to dispose off the refuse into the refuse bins located within its kitchen premises. The quality of disposable garbage bags must be reasonable thick.

- (ii) For Occupant operating at the Palm Square, such operators are to dispose off the refuse into the refuse bins located within the enclosed service yard.
- (iii) The Occupant shall bear the cost and expense relating to the collection and disposal of refuse, where applicable, the cost of the installation, maintenance and/or replacement of the common exhaust ducts and fans.

c) Gas

Should retail shops require gas supply, kindly refer to the Fit Out Guide Manual on the procedures. Occupants to take notice that a reasonable amount of deposit MUST be paid to the Management and at all times, the quantum must be sufficient depending on the Occupant usage.

d) Execution of Contracts

Prior to commencement of the business of the Occupant and notwithstanding that the Occupant may have procured its business license, the Occupant shall have entered into a contract with the Management (or a company appointed by the Management) relating to:

- (i) the collection and disposal of garbage/refuse/waste; and/or
- (ii) the installation of the common exhaust duct/fan and the maintenance of the same.
- (iii) the usage of the common Central Grease Interceptor and the Maintenance of the same.

e) Ventilation

The Occupant shall provide adequate ventilation within the interior of the premises and shall provide prompt replacement of any defective ventilation equipment. All ventilation shafts shall be installed by the Occupant at designated areas approved by the Management.

f) Pest Control

The Occupant shall take all reasonable precautions to keep the premises clean and take all practical steps to prevent infestation by rodents, vermin, insects and pests in breach whereof it shall be lawful for the Management to engage such firm of pest exterminators to take such steps as may be necessary to rid the premises of such rodents, vermin, insects and pests at the sole cost and expense of the Occupant and to engage such firm of pest exterminators to carry out periodic inspection of the premises. The Occupant shall bear and pay, upon demand by the Management, all costs and expenses incurred by the Management in attending to the aforesaid.

g) Licenses/Permits

The Occupant shall, where necessary, at its own cost and expense, procure and obtain all necessary licenses and approvals (including trade name and licenses for the signage's and advertisements, the reproduction of photographic or other musical medium) from the Appropriate Authorities for the operation of its business in the premises and it shall conduct such business in good faith, by using hygienic methods of food.

h) Signage/Advertisement

All signage including nameplate, placard, advertisement or poster must obtain written consent from the Management.

i) Promotional Charges/Directions and Signage Contribution

The Retail Shops shall pay monthly promotional charges to the Management as contribution towards the costs and/or expenses of such promotional and/or advertising campaigns and/or any other of the communication tools for customer to find their way findings, and/or of any nature whatsoever as the management deems fit. The rate of the Promotional Charges should not exceed RM0.20 per square feet.

j) Special Service Charge

A monthly Special Service Charge amounted to not more than RM0.25 per square feet shall be payable to the Management for services relating to the collection and disposal of garbage/refuse/waste and the installation and maintenance of the common exhaust duct/fan and the maintenance of the common sewer line & Grease Interceptor System outside the parcel.

k) Directory & Signage Charge - For Retail and F&B Tenants (Optional)

A monthly Directory & Signage Charge amounted RM0.02 per square feet shall be payable to the Management to maintain, update and print the eleven (11) directory boards and flyers on a 6-monthly basis (It will be refreshed every January and July of the year). Retail or F&B Shops will have the option of not to pay for this charge and the Retail or F&B shop's name will not be displayed on the eleven (11) directory boards and flyers.

Directory & Signage Charge is only applicable to Retail or F&B Shops at these locations:

- Block A: Level G
- Block B: Level G & M
- Block C: Level G & LG2
- Block D: Level 1, G, LG1 & LG2
- Block J: Level G, 1 & 2
- Block K: Level G, 1, 2 & 3

6.0 HANDOVER OF PREMISES

6.1 Handover of Premises and Property

- (a) Occupants are to contact the Management to fix the date and time for the handing over of the Parcels.
- (b) The Management and the Occupant or his appointed representative shall conduct a joint inspection of the Parcel at the scheduled appointment which shall include the reading of the utilities meter before the Parcel is handed over.
- (c) The Property Handover document shall be duly completed and jointly endorsed by the Occupant or his appointed representative and the representative of the Management respectively. The original Property Handover document will be in the custody of the Management and a copy thereof will be given to the Occupant.

6.2 Moving In and Moving Out

- (a) In order to minimize disruption and avoid any inconvenience, all Occupants are to give the Management at least seventy-two (72) hours written notice of the appointed movers and the details of the activities so as to enable the Management to make the necessary arrangements. The following deposits will be imposed per unit based on the following types:

Move In (Include in the Fit-Out/Move In Deposit)

- | | | |
|------|--------------------------|-------------|
| (i) | Office | RM8,000.00 |
| (ii) | Retail & F&B or Showroom | RM15,000.00 |

Move Out

- | | | |
|------|--------------------------|------------|
| (i) | Office | RM5,000.00 |
| (ii) | Retail & F&B or Showroom | RM8,000.00 |

- (b) As the moving-in and moving-out activities entail the moving of bulky/heavy office equipment and furniture and require the use of the designated lift, all Occupants are required to complete and submit the following accordingly:

Move In: The tenant/owner is required to complete and submit the "Permit Request Form For Move In" (Appendix C-1) to the Management for its approval. "Pre/Post Use Inspection Checklist (Appendix D) must be conducted before approval is given.

Move Out: All Occupants are required to obtain copy of "Permit Request Form For Move Out" (Appendix C-2) from the Management. "Pre/Post Use Inspection Checklist (Appendix D) must be conducted before approval is given.

- (c) Occupants are to advise their movers to familiarize themselves with the layout of the loading/unloading bays, designated lifts and premises prior

to the scheduled dates of moving to ensure better planning and smooth operations of the activities.

- (d) No moving activities are permitted through the main entrance of Jaya One.
- (e) Occupants are to adhere strictly to the instructions of the Management and the time allocated by the Management for the moving activities;
- (f) Occupants are to ensure that: -
 - (i) The Common Property is not damaged in any manner in the course of such moving activities;
 - (ii) The movers use plywood and or other reliable forms of protective cover to protect the interior of the lift, the lobbies, corridors, floors, and walls to prevent abrasion and or damage under the heavy loads;
 - (iii) The movers are fully insured;
 - (iv) His representative and a representative of the movers supervise and monitor closely the entire moving activities;
 - (v) All debris is cleared on a daily basis.
 - (g) The Occupant shall make good any damage caused to the Common Property caused during the course of such moving activities failing which the Management will repair the same and the Occupant shall reimburse the costs incurred thereby by the Management.
 - (h) The Occupant shall take note that no movement of activities is allow if there is any outstanding dues owing to the Management. The Occupant must show proof that all dues owing to the Management as well as the Authorities are settled.

7.0 FIT OUT AND RENOVATION GUIDELINES

7.1 PREAMBLE

7.1.1 Objective & Scope

The following guidelines set out the procedures and responsibilities of the Tenant in carrying out renovation or fit-out works within the demised premises. In addition, these guidelines are to assist the Tenant in planning his office, retail and F&B layout and fit-out works so as to avoid any unnecessary delay.

7.1.2 Recommended Steps & Procedures

In order to avoid any unnecessary delay in the commencement of renovation and fit out works, Tenant/Purchaser are required to comply strictly with the following procedures: -

- (a) Ensure that the Tenancy or Sales & Purchase Agreement is executed and all conditions are complied with. For example, payment of security deposits.
- (b) Take possession of the premises with a formal inspection with representatives of the Landlord and the original proprietor.
- (c) Preparation of renovation and fit-out plans by Tenant's appointed consultant and/or contractor.
- (d) Submission of plans and drawings to the Landlord and the Management for approval.
- (e) Ensure that the contractors have a valid work permit issued by the Management. Refer to Fit Out Guide Manual.
- (f) To apply to the Majlis Bandaraya Petaling Jaya or other appropriate authority, if required on proposed renovation and fit out works for approval and the cost shall be solely borne by the Tenants. The Landlord shall not be responsible for the failure by the Tenants to obtain approval from Majlis Bandaraya Petaling Jaya or other appropriate authority.
- (g) Payment for renovation deposit prior to the commencement of any works. Refer to Fit Out Guide Manual.
- (h) Carry-out works in accordance with the approved plans and drawings and guidelines of the building.
- (i) Upon completion of the renovation, to submit approved as-built drawings (if there is) indicating actual construction works, layout of partitions, finishes, telephone and electrical wirings and conduct an inspection with the Management to verify the same.
- (j) Debris from the renovation work should be kept within the unit and not obstructing the common area.

7.1.3 Building Plans and Drawings

The following plans and drawings can be purchased from the Landlord/Vendor by contacting your leasing representative or the Management upon request for the sole reference of the Tenant at **RM15.00** per A1 size copy or **RM50.00** for soft copy in AutoCAD version: -

- (a) Floor Plan
- (b) M&E Drawing comprising
 - (i) Electrical layout
 - (ii) Plumbing diagram

(iii) Fire Fighting System

7.1.4 Approvals

Written consent from the Landlord, the Management and the approval from the relevant government authorities must be obtained before the commencement of any renovation and fit-out works. Although the Landlord or the Management may consent to the proposed works, however, such action shall not be deemed to exempt the Tenant from obtaining the necessary approvals from all relevant government authorities.

7.1.5 Expenses

All expenses relating to the preparation and approval of the renovation and fit-out plans and drawings shall be strictly borne by the Tenant.

7.1.6 Further Enquiries

If you have any queries or require any assistance, please do not hesitate to contact the following:-

JAYA ONE JOINT MANAGEMENT BODY
35-LG-2, BLOCK J, JAYA ONE
NO. 72A, JALAN UNIVERSITY,
PETALING JAYA, SELANGOR.
TEL: 603-7957 4933
FAX: 603-7958 4223

Customer Service Department: 03-7957 4933

7.2 SUBMISSION OF PLANS

For further reference, kindly refer to the Fit Out Guide Manual.

Note: Do not modify the building structure and partition walls and erect partitions in the Common area.

7.3 FIRE SAFETY PRECAUTION

The following fire safety precautions are essential to minimize the risk of fire when construction works are in progress: -

- (a) Provision of separate renovation ELCB's for power supply to equipment.
- (b) All wiring works are to be carried out by qualified electricians' registered Suruhanjaya Tenaga Malaysia.
- (c) Daily removal of construction debris
- (d) Controlled storage of combustible building materials.

- (e) Provision of adequate temporary fire fighting equipment as per Jabatan BOMBA requirements.
- (f) Removal of obstructions to escape route
- (g) Temporary hoarding and adequate signage
- (h) No smoking allowed.

7.4 USE OF LOADING / UNLOADING AREA & SERVICE LIFT

The transportation of all materials equipment, tools and furniture must be made via the loading / unloading area and service lift in the building. The use of these facilities shall be subjected to the following conditions: -

- 7.4.1 Twenty-four (24) hours notice must be given to the building management for the use of these facilities. Upon approval, proper arrangement will be made to supervise for the use of the facilities.
- 7.4.2 Do not store any renovation material, equipment and tools overnight at the loading/unloading area or other parts of the common area.
- 7.4.3 Any damage to the loading/unloading area and service lift caused by the use of such facilities by the Tenant's contractor (s) shall be repaired by the Tenant at his own cost.
- 7.4.4 The contractor (s) should make the necessary arrangement to ensure that the car cage is properly and adequately protected and shielded during the carriage of goods or shifting of equipment.
- 7.4.5 The contractor(s) should make the necessary arrangement to protect the floor finishes of the lift lobby and loading/unloading areas.
- 7.4.6 Contractor is to remove immediately all waste and debris from the common area on a daily basis.
- 7.4.7 Loading and unloading is to be done in a manner that do not disrupt or interfere with the other Tenant/Purchaser of the building.

7.5 RENOVATION/FIT-OUT RESTRICTION

7.5.1 Electricity

Should occupant or owner require more than existing provision, please refer to the Fit Out Guide Manual under "Detail Design Requirements". Kindly note that all application for new upgrading works must ultimately be submitted by the occupant or owner to the Authority (TNB) for their approval at their own cost.

7.5.2 Air-cond

Occupant or owners who require more than 11 HP in their demised premise, kindly refer to the Fit Out Guide Manual under "Detail Design Requirements" for further action.

7.5.3 Other Restriction

- (a) Do not isolate or disconnect the M&E services before obtaining the necessary approval from the Jaya One Management Sdn Bhd.
- (b) No modification to the building structure and services, breaking of any partitioning walls or removal of fire rated doors are permitted.
- (c) No illegal immigrant or workers shall be employed by the Tenant or contractor.
- (d) All materials must be prepared and manufactured prior to their transportation to the building. Only final installation works are permitted within the premises.
- (e) For safety reason during renovation period, additional fire extinguisher must be provided by the contractor (s).
- (f) No flammable materials shall left overnight in the demised premises or common areas of the building.
- (g) Entry into site for the purpose of fit out work shall follow the following working hours:
Working Hours for Offices, Palm Square Level Block L & M, Block J & K

For Office Blocks A,B,C,D- Offices from 2nd floor and above

Fit out works has to be carried out after 12.00midnight to 8.00am

For Palm Square level Block L & M, Block J, K and Block A, B, C, D offices from 1st floor and below

Fit out works has to be carried out after 2.00am to 8.00am.Failure to comply shall be levied a penalty of RM100.00

General works (excluding noisy works such as hacking, drilling etc.) are allowed during day time **EXCEPT** from 12.00pm to 2.00pm and 6.00pm to 10.00pm.

Pleas take note, management reserved the rights to change the above terms and conditions without prior notice.

8.0 OPERATING HOURS

The Parcel shall not be open or remain open for business at or during any time or times prohibited by law or by the Management (where applicable) for that category of premises or business carried therein unless otherwise by the nature of business conducted and with the written consent from the Appropriate Authorities and the Management.

9.0 INSURANCE

The Occupant shall be solely responsible for the security for his Parcel after vacant possession or deemed vacant possession shall have been delivered by the Original Proprietor and shall take all necessary steps to secure the same including their personal

belongings and valuables. As a measure of preserving the Parcel and the property of the Occupant in the Parcel, the Occupant is advised to effect the appropriate insurance policies against theft, fire, vandalism, damage attributable to leaks from the other parcels, power surges and public liability. The Occupant is also advised to use surge suppressors/voltage regulators for sensitive electrical/electronic equipment (e.g. audio-visual system. Computers etc) as the Management assumes no responsibility for such damage.

10.0 CO-OPERATION

- (a) All Occupants must render their respective co-operation and assistance the Management in the establishment and implementation of the building emergency measures and procedures, including participation in emergency training procedures, mock fire drills and practice evacuations. In connection with such measures and procedures and during any emergency situation, the Occupant, its employees, agents, invitees and or licensees are required promptly comply with the directions given by the Chief Fire Warden, building Emergency Officer or any other officer appointed by the Management to assist the occupants of the Complex during emergency situations. A copy of the Fire & Safety Guide and evacuation plan may be collected from the Management during office hours.
- (b) All Occupants shall provide the Management their contact addresses and telephone numbers and in the case of corporations, the name, contact addresses and telephone numbers of their authorized personnel whom the Management can contact in case of emergency. Any change to the contact person, addresses and telephone numbers must be conveyed to the Management immediately.
- (c) The Occupant shall ensure that, at all times, the Management has written notice of names, home addresses and the contact numbers of at least two (2) persons having keys to the Parcel.

11.0 INDEMNITY

- (a) The Occupant shall indemnify and keep indemnified the Management against all actions, proceedings, claims, costs, charge, expenses, demands, damages and loss in respect of any injury to person or property of the servants, agents, family, guests, visitors, invitees and licensees of the Occupant and all those claiming title under him whilst in or about the Parcel and or the Complex.
- (b) The Occupant shall indemnify and indemnified the Management against all actions, proceedings, claims, costs, charge, expenses, demands, damages and loss for which the Management shall or may be or become liable in respect of and to the extent that they arise from:
 - (i) the negligence, use, misuse, waste or abuse by the Occupant or any servant, agent, customer or invitee or any other person claiming through or under the Occupant of the water, gas, electricity, oil, lighting and other services and facilities and appurtenances of the Parcel or the Complex;
 - (ii) overflow or leakage of water (including rain water) or any leakage of whatsoever nature in or from the Parcels or from any other premise or area in the Complex occasioned or caused or contributed to by any act,

omission, neglect, breach or default on the part of the Occupant, its servants, agents, customers, invitees or any other person claiming through or under the Occupant;

- (iii) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Parcel by the Occupant or any servant, agent, customer, invitee or other person claiming through or under the Occupant;
- (iv) loss, damage or injury from any cause whatsoever to property or person within the Parcel or the Complex occasioned or contributed to by any act, omission, neglect, breach or default of the Occupant or any servant, agent, customer, invitee or other person claiming through or under the Occupant.

12.0 DISCLAIMER

The Management, its agents and or employees shall not be liable in any manner whatsoever for loss or damage to any person, property or injury to or death of any person in the Complex unless such loss or damage to any person, property or injury to or death was caused or attributed to the negligence of the Management, its agents and or employees.

13.0 RULES NOT IN DEROGATION

The Rules & Regulations herein shall be in addition and not in derogation of the terms, conditions, covenants, restrictions and stipulations contained in the Deed of Mutual Covenants entered into between each Owner-Occupant and the Original Proprietor.

14.0 RESERVATION

The Management reserves the right, from time to time, to amend, modify, vary, change or supplement any or all of the foregoing Rules & Regulations or to make additional rules as the Management deems necessary.

15.0 NON COMPLAINE OF BUILDING HANDBOOK

The rules and regulations herein shall be strictly adhere to but not limited to penalties or rules & regulations or any forms of warning communications, etc. Occupants to take note that in the event of any non-compliance privileges which were accorded previously shall be removed and the Management shall take the necessary steps to rectify the situation and all cost incurred or to be incurred shall be charged to Occupants accordingly.

16.0 Appendices

Appendix A – List of Penalties

Appendix B – Season Parking Application Form

Appendix C – Permit Request Form for Move In / Out

Appendix D – Pre/Post Inspection Checklist

LIST OF PENALTIES



		RM	
Tempering of Fire Equipment	<input type="checkbox"/>	1750	Per incident
Burst Water Pipe	<input type="checkbox"/>	500	Per incident
Blockage to drainage pipe	<input type="checkbox"/>	500	Per incident
Damage to lift	<input type="checkbox"/>	500	Per incident
Damage to common area	<input type="checkbox"/>	500	Per incident
Refuse, materials at common area	<input type="checkbox"/>	100	Per day until removed
Removal of refuse, materials from common area	<input type="checkbox"/>	500	Per incident
Illegal tapping of power supply	<input type="checkbox"/>	1000	Per incident
Illegal tapping of water supply	<input type="checkbox"/>	500	Per incident
Blowing fuse at TNB cut off fuse	<input type="checkbox"/>	100	Per incident
Exceeded power supply load	<input type="checkbox"/>	250	Per day until rectify
Non-compliance with electricity circuitry standard	<input type="checkbox"/>	250	Per day until rectify
Leakage to units below caused by damage to floor slabs	<input type="checkbox"/>	1500	Per incident
Leakage to units below due to non-compliance to water proofing	<input type="checkbox"/>	1500	Per incident
Non-compliance to floor / dirt trap	<input type="checkbox"/>	100	Per day until rectify
Non-compliance to grease trap policy	<input type="checkbox"/>	100	Per day until rectify
Hacking and drilling between 10.00 pm and 10.00 pm	<input type="checkbox"/>	100	Per incident
Delivery, loading & unloading vehicles obstructing traffic	<input type="checkbox"/>	50	Per incident or clamping
Starting work without renovation permit	<input type="checkbox"/>	1500	Per incident & stop work order
Workers not wearing security tags	<input type="checkbox"/>	100	Per incident
Workers not registering with security personal	<input type="checkbox"/>	100	Per incident
Non-compliance with shop front signage & elevations	<input type="checkbox"/>	100	Per day until rectify
Renovating with doors or roller shutter left open	<input type="checkbox"/>	100	Per incident
Workers found staying in units	<input type="checkbox"/>	100	Per incident
Non-compliance with Building Handbook & Fit Out Guide	<input type="checkbox"/>	200	Per incident
Lost, damages & mishandled of passes	<input type="checkbox"/>	100	Per incident
Improper store of goods, equipments & materials	<input type="checkbox"/>	200	Per incident
Removal of car clamp	<input type="checkbox"/>	50	Per incident
Stick-no bill	<input type="checkbox"/>	200	Per bill
Illegal keeping of livestock or other animals and pets	<input type="checkbox"/>	200	Per incident



LIST OF PENALTIES

	RM	
Unauthorise interference of air conditioning, escalator, elevator and traveller	<input type="checkbox"/> 500	Per incident
Unauthorise washing of tools, equipment in any part of building	<input type="checkbox"/> 500	Per incident
Absent of fire extinguisher during hot work	<input type="checkbox"/> 300	Per incident
Litterings in any part of building	<input type="checkbox"/> 100	Per pax / incident
Replacement of lost letterbox /pantry room key	<input type="checkbox"/> 50	Per key
Caught smoking, eating and drinking at unauthorised place	<input type="checkbox"/> 100	Per incident
Did not open for business	<input type="checkbox"/> 1000	Per day
Others _____	<input type="checkbox"/> 1000	Per day

JAYA ONE CAR PARK SDN. BHD. (778290-K)
 23A, Lower Ground 1, Block D,
 No. 72A, Jalan Universiti, 46200 Petaling Jaya, Selangor.
 Tel: 603-7958 8867 Fax: 603 7958 1867

PASSCARD NO.

APPLICATION FOR SEASON PARKING

Full Name

NRIC No.....

Company Name.....

Company Address:.....

Tel. No: (Office) Residence/HP

Vehicle Details

Unit/Lot No:.....

Registration No: Make:

Application Date: Commencement Date:.....

Contact Person: Telephone:.....

Parking Category

Company: Reserved Bay No.

Personal: Non Reserved

Others:

FOR OFFICE USE ONLY

Payment Details

Remarks

Monthly Rental Amount:

Rental Deposit:

Pass Card Deposit:

Cash / Cheque: Bank & Cheque No:.....

Receipt No:

Checked By:

Approved By: Date:

APPENDIX C-1

Permit Request Form For Move In		Permit No. :									
		Unit No. :									
		Trade Name :									
1.	<p>TENANT/OWNER DETAIL:</p> <p>Tenant/Owner Name: _____ Mobile No: _____</p> <p>We hereby attached cheque no. _____ amounted to RM _____ being the fit out/move in deposit for the fit out and moving in.</p>										
FOR OFFICE USE ONLY											
1.	<p>Cheque Received by Fit-Out Officer</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>Submission to Finance Department</p> <p>Received & Signed by: _____</p> <p>Name: _____</p> <p>Date: _____</p>									
2.	<p>For Finance Department</p> <p>Receipt No: _____</p> <p>Date of Issuance: _____</p>										
3.	<p>PRE INSPECTION:</p> <table border="0"> <tr> <td></td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Inspection done</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Attach Pre/Post Inspection Checklist</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			Yes	No	Inspection done	<input type="checkbox"/>	<input type="checkbox"/>	Attach Pre/Post Inspection Checklist	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No									
Inspection done	<input type="checkbox"/>	<input type="checkbox"/>									
Attach Pre/Post Inspection Checklist	<input type="checkbox"/>	<input type="checkbox"/>									
4.	<p>POST INSPECTION:</p> <table border="0"> <tr> <td></td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Inspection done</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>Refer to attached Pre/Post Inspection Checklist</p>			Yes	No	Inspection done	<input type="checkbox"/>	<input type="checkbox"/>			
	Yes	No									
Inspection done	<input type="checkbox"/>	<input type="checkbox"/>									

ACKNOWLEDGEMENT OF RECEIPT BY TENANT/OWNER	
Receipt received by:	
Signed:	_____
Name:	_____
Date:	_____

Permit Request Form For Move Out		Permit No. : _____	
		Unit No. : _____	
		Trade Name : _____	
MOVING OUT DATE : _____ TO _____			
1.	<u>CHECKLIST</u>		
	Settlement of following dues:	Settled	Due (RM)
	a) Service Charge	<input type="checkbox"/>	
	b) Special Service Charge	<input type="checkbox"/>	
	c) Sinking Fund	<input type="checkbox"/>	
	d) Water Bill	<input type="checkbox"/>	
	e) Gas Charge	<input type="checkbox"/>	
	f) Insurance	<input type="checkbox"/>	
	g) Quit Rent	<input type="checkbox"/>	
	h) Assessment	<input type="checkbox"/>	
	i) Advertising (Pylon, Signboard, etc)	<input type="checkbox"/>	
	j) Maintenance Repair	<input type="checkbox"/>	
	k) Electricity Bill	<input type="checkbox"/>	
	l) Rental of Accessories Parcel	<input type="checkbox"/>	
	m) Directory & Signage Charge	<input type="checkbox"/>	
			Total: _____
We hereby attached cheque no. _____ amounted to RM _____ being the total amount due as mentioned above.			
2.	<u>MOVE OUT MOVER DETAILS:</u>		
	Contact Person: _____	Mobile No: _____	
	Vehicle no: _____		
Move Out Deposit			
We hereby attached cheque no. _____ amounted to RM _____ being the move out deposit for the moving out.			
3.	<u>CONSENT BY OWNER</u>		
	I/We _____ hereby agree for the above mentioned tenant occupying at my unit (unit no: _____) to move out from Jaya One premise.		
Signed _____ Name _____ Date _____			
FOR OFFICE USE ONLY			
APPROVED BY		ACKNOWLEDGEMENT BY DEPARTMENT	
1.	_____ BOD Department Name: Date:	_____ Credit Control Department Name: Date:	Department
			Signature
			Name
			Date
			Security
2. Cheque Received by Fit-Out Officer		Submission to Finance Department	
Signature: _____ Name: _____ Date: _____		Received & Signed by: _____ Name: _____ Date: _____	
3.	<u>PRE INSPECTION:</u>		Yes No
	Inspection done Attach Pre/Post Inspection Checklist	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4.	<u>POST INSPECTION:</u>		Yes No
	Inspection done Refer to attached Pre/Post Inspection Checklist	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

PRE/ POST INSPECTION CHECKLIST

Unit No:							
Company Name/Trading Name:							
PRE-USE				POST-USE			
Description	In Order	Not in Order	Remarks	In Order	Not in Order	Remarks	Amount to be charged
1	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
2	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
3	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
4	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
5	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
6	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
7	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
8	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
9	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
10	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
11	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
12	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
13	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
14	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
15	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
Remarks:				Total			
Follow up Inspection (if any):							

Pre-Use Joint Inspection:-		Post-Use Joint Inspection:-	
Tenant's Name:	Fit Out Officer's Name:	Tenant's Name:	Fit Out Officer's Name:
Date:	Date:	Date:	Date:
		Amount approved by BOD Manager: Signature: Name: Date:	
I/ We hereby agreed the above amount of RM _____ to be deducted from fit out/move in deposit.			
Signed :		Company Stamp:	
Name: _____			
I.C. No: _____			
Date: _____			