



# The Residence s

## House Rules & By Laws



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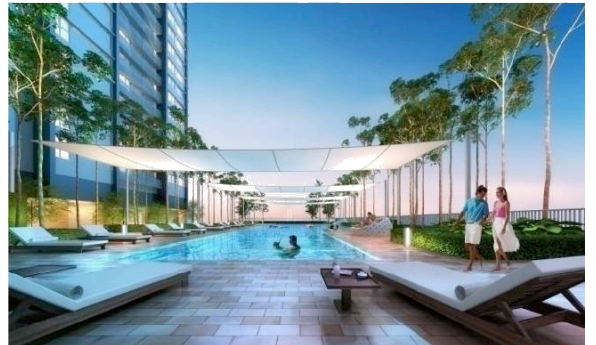
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# INTRODUCTION

## SECTION 1-



## 1.1 WELCOME

A warm welcome to all owners and tenants of Jaya One. We have taken considerable 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 be a reputable and prosperous "Creative Community".

## 1.2 GENERAL INFORMATION

(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 living 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:

<b>Amenities Areas</b>	means such part of the Said Land as may be surrendered or transferred to the Appropriate Authorities and /or such part of the Common Property as may be leased to the Appropriate Authorities for the purpose of installing and/or erecting thereon infrastructures or amenities serving the development on the Said Land;
<b>Appropriate Authorities</b>	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 Development and/or any matter arising out of the terms of this Deed;
<b>Building Block</b>	means the building block that the Parcel is sited within;
<b>By-laws</b>	means the rules and regulations specified in this Deed and such other rules and regulations which the Developer and/or the JMB or the Management Corporation [as the case may be] may from time to time create or issue, governing, restricting, regulating or relating to the use, occupancy, operation, appearance, maintenance and control of the Common Property and the Development and all such other matters as may be determined from time to time by the Developer and/or the JMB or the Management Corporation [as the case may be];
<b>Common Property</b>	means so much of the Said Land excluding that part or parts, whichever is applicable of the Said Land [ save and except for the Shared Common Property] as is not comprised in any parcel or accessory parcel as shown in an approved strata plan and for the avoidance of doubt, Common Property shall not include, inter alia: <ul style="list-style-type: none"> <li>i. the vehicle parking bays within the Development [whether lateral garages, basement or elevated car parks or otherwise] and associated access ramps;</li> <li>ii. any accessory parcels attached to the Developer [as the case may be]'s own parcels or any other parcels; and</li> <li>iii. any areas excluded by the Developer [as the case may be] pursuant to Clause 11 hereof.</li> </ul>
<b>Development</b>	means a food and beverage complex and several multi-storey blocks of offices/retail/showroom/gudang parcels and vehicle parking bays known as Jaya One Phase 1 and 2 on part of the Said Land (hereinafter referred to as "the Phase 1 and 2 Development") and the Developer is further developing an integrated commercial development on part of the Said Land comprising of One (1) block of building comprising of office suites [" <b>Office Block</b> "] and a multi level shopping, recreational, entertainment and commercial complex with multi level car park [" <b>the Mall</b> "] of such name as may be decided by the Developer and/or the JMB or the Management Corporation [as the case may be] and approved by the Appropriate Authorities on part of the Said Land together with Two (2) multi storey buildings comprising of units of serviced residence complete thereon with the common facilities as defined in the respective sale and purchase agreement(s) [hereinafter referred to as " <b>the Serviced Residence</b> "] [the Office Block, the Mall and the Serviced Residence and any part thereof shall be collectively referred to as "Jaya One Phase 3"] [The Phase 1 and 2 Development together with Jaya One Phase 3 and any part thereof shall be collectively referred to as "the Development"]
<b>Electronic Ballast</b>	means the device intended to limit the amount of electricity current in an electrical circuit as prescribed by the GBI rating requirements and the By-laws to be installed in the Parcel.
<b>Exclusive Common Property</b>	means the areas, facilities, fixtures and installations which shall serve or are designated or shall be designated by the Developer as serving a particular building exclusively or for the exclusive use of the Occupants of a particular type of parcel in accordance with Clause 18 hereto;
<b>Fit-Out Works</b>	means the alterations and fitting-out works carried out by the Occupant in respect of the Parcel;

### 1.3 DEFINITIONS (CONT'D)

<b>Fit-Out Period</b>	means the period for Fit-Out Works as approved by the Management;
<b>GBI</b>	means the Green Building Index which is a rating system developed by the Pertubuhan Arkitek Malaysia (PAM) and the Association of Consulting Engineers Malaysia (ACEM) for the purpose of the development of sustainable architecture and green rated buildings in Malaysia. GBI is now a statutory requirement to all new development in Section 13 imposed by the local authority, Majlis Bandaraya Petaling Jaya (MBPJ) and the requirements are further described in the Second Schedule of this Agreement and the Sale and Purchase Agreement and the By-laws;
<b>Guest/Visitor</b>	refers to any person who is not a Occupant and whose presence in the Building Block and is at the invitation of a Occupant.
<b>Jaya One</b>	means the several multi-storey blocks of buildings comprising retail and office parcels, the Palm Square, the Common Property and the vehicle parking bays;
<b>Jaya One Management Sdn Bhd</b>	means the appointed Managing Agent duly authorized by the Joint Management Body or the;
<b>LUX</b>	<p>means the SI (International Standard) unit of illuminance and luminous emittance measuring luminous power per area. It is used in photometry as a measure of the intensity, as perceived by the human eye, of light that hits or passes through a surface. It is analogous to the radiometric unit watts per square metre, but with the power at each wavelength weighted according to the luminosity function, a standardized model of human visual brightness perception.</p> <p>Illuminance is a measure of how much luminous flux is spread over a given area. One can think of luminous flux as a measure of the total "amount" of visible light present, and the illuminance is a measure of the intensity of illumination on a surface. A given amount of light will illuminate a surface more dimly if it is spread over a larger area, so illuminance is inversely proportional to area.</p> <p>In SI, luminous flux is measured in lumens. One lux is equal to one lumen per square metre.</p>
<b>Managing Agent</b>	Management Corporation (when established) or any appointed agent to manage Jaya One and to enforce these rules;
<b>Management</b>	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;
<b>Management Corporation</b>	means the Management Corporation of the Development to be established under the Strata Titles Act 1985;
<b>Original Proprietor</b>	means <b>TETAP TIARA SDN BHD</b> [Company No. 642033-U], the developer of the lands upon which Jaya One is situated;
<b>Other Premises</b>	means all the parcels of premises comprised in the Development except for the Parcel;
<b>Other Premise Users</b>	<p>means:</p> <p>i. the Occupants of the Other Premises and include, as the context may require, their lessees, tenants, invitees, licencees or other lawful occupiers and their employees, servants, agents and contractors; and</p> <p>ii. in the case of the Developer and/or the JMB or the Management Corporation [as the case may be]s Units, include, as the context may require, the Developer and/or the JMB or the Management Corporation [as the case may be] and its nominees lessees, tenants, licensees, invitees, licencees or other lawful occupiers and their employees, agents and contractors;</p>
<b>Owner</b>	means a person who owns a parcel in Jaya One and who has the beneficial and legal title to the same;



### 1.3 DEFINITIONS (CONT'D)

<b>Parcel</b>	means the parcel of serviced Occupant premises and includes accessory parcel[s] if applicable;
<b>Relevant Service Provider</b>	means the exclusive service provider duly appointed by the Developer and/or the JMB or the Management Corporation [as the case may be] in their sole discretion to provide any of the Utilities to the Development and/or any part thereof;
<b>Occupant</b>	refers to the person who is either an owner or a tenant of one of the Parcel in the serviced Occupant premises and who is also presently residing in the Parcel;
<b>Said Land</b>	the land held under Master Title known as H.S.(D) 230759, PT 12, Bandar Petaling Jaya, District of Petaling & State of Selangor measuring approximately 44,016 square metres
<b>Security System</b>	a security system of such security measures and arrangements of such type, nature and extent as the Developer and/or the JMB or the Management Corporation [as the case may be] in its sole and absolute discretion may consider appropriate or advisable to provide, operate and maintain for the purposes of providing a general security presence within the Common Property;
<b>Service Charge</b>	means the monies, charges, costs and expenses at the amount provided in Section 6 of the First Schedule annexure hereto or any amount(s) to be levied or determined by the Developer and/or the JMB or the Management Corporation [as the case may be] under the Sale and Purchase Agreement or under this Deed for, inter alia, the control including but not limited to the Security System, management, administration, maintenance and repair of the Common Property and the Amenities Area, payment of service tax, rent, rates, other statutory outgoings including quit rent, assessment and premiums of insurance and discharging any other obligations of the Developer and/or the JMB or the Management Corporation [as the case may be] herein and in the Sale and Purchase Agreement;
<b>Serviced Residence</b>	Two (2) multi storey buildings comprising of units of serviced residence complete thereon with the common facilities
<b>Shared Common Property</b>	means the facilities, fixtures and installations which form part of the Common Property and which are to be used in common with all the Occupants of the parcels in the building block(s) stated in Phase 1 of the Development pursuant to their respective principal sale and purchase agreement with the Developer ;
<b>Strata Titles Act</b>	means the Strata Titles Act 1985 and includes any statutory amendment or re-enactment thereof;
<b>Tenant</b>	means a person, who is for the time being, renting one of the Parcels in Jaya One under a valid and existing tenancy agreement.
<b>Utilities</b>	means any the utilities including but not limited to electricity, telecommunication infrastructure or satellite service, water, gas, centralized air conditioning (if any), water, gas and sewerage serving the Parcel and/or the Building Block and shall be deemed as forming part and parcel of the "right of service" as defined under Section 35 of the Strata Titles Act.



### 1.3 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.

### 1.4 MANAGEMENT'S INFORMATION

#### Address

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

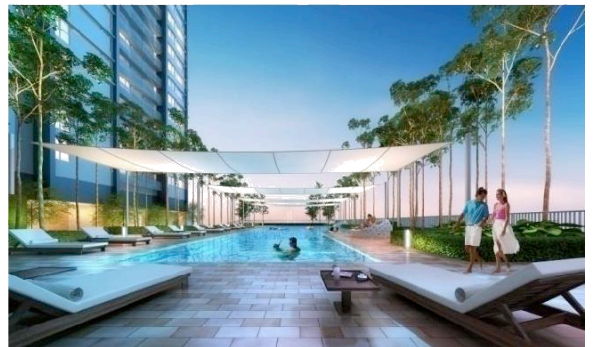
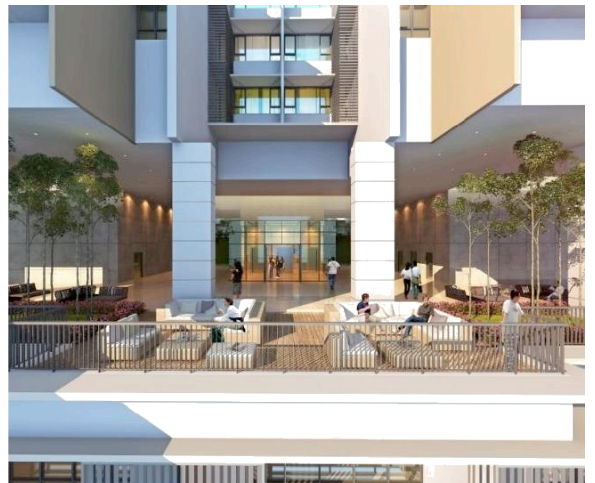
#### Managing Agent's Office

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. 89-P2, Block H, Jaya One  
No. 72A, Jalan Universiti,  
46200 Petaling Jaya,  
Selangor Darul Ehsan,  
Malaysia.

# MOVING IN

-Section 2-



### 2.1 DECLARATION

In order for us to promote the harmonious occupancy of the Parcels within The Residences, Jaya One and to enhance and preserve the reputation, security and prestige of Jaya One, prior to the signing any tenancy agreement, Owners or their appointed agent or Owners' Absentee need to submit the following prospective tenant-related documents to the Management for review. We may also interview and/or to assess the prospective tenant in special circumstances:

List of Documents from Prospective Tenant:

- 1 passport sized photos (tenant)
- 1 photocopy of IC / passport (tenant)
- 1 copy of visa (for non Malaysian)
- Reference letter from tenant's employment company or college or university or "form 49 & 24" for self-employed tenant

## 2.2 REGISTRATION

### 2.2.1 - Submitting Occupant Information Form

Registration of Occupants (either owner or tenant occupier) shall be done by submitting documents according to the below table:

Occupants	Form Submission	Other Required Documents
Owner	Forms at Section 7: 7.2: <ul style="list-style-type: none"> <li>• Occupant Information Form – Owner</li> <li>• Access Card Application Form</li> </ul>	<ul style="list-style-type: none"> <li>• 1 passport sized photo</li> <li>• 1 photocopy of IC / passport</li> </ul>
Tenant	Forms at Section 7: 7.2: <ul style="list-style-type: none"> <li>• Occupant Information Form – Tenant</li> <li>• Access Card Application Form</li> </ul>	<ul style="list-style-type: none"> <li>• 1 passport sized photos (tenant)</li> <li>• 1 photocopy of IC / passport (tenant)</li> <li>• 1 copy of visa (for non Malaysian)</li> <li>• 1 copy of the Tenancy Agreement</li> <li>• Reference letter from tenant's employment company or form 49 &amp; 24 for self-employed tenant</li> </ul>

*\*For details, please refer to the form.*

Forms can be obtained and completed form can be submitted to the Management Office at the following address:

89-P2, Block H, Jaya One,,No.72A, Jalan Universiti, 46200 Petaling Jaya

### 2.2.2 - Terms and Conditions of Registration

1.Owners or Tenants who are not registered with the Management are deemed to be not lawfully occupying the premises and automatically be disqualified from using the common facilities and other privileges in the Residences.

2.The Owner as the case may be, from time to time shall inform the Management of any changes of person occupying the Parcel and furnish the Management with the necessary particulars of the new Occupants. 3.Occupants must ensure that all particulars are kept up to date at all times and keep the Management informed of any changes.

4.The applicant applying to become Occupant of The Residences may be asked to meet up with the Management during the registration process. The Management may also ask for reference from the applicant's employment company. If applicant is self-employed, applicant to submit form 49 & 24 for our reference. These measures are taken to protect the safety and interest of the Occupants in The Residences, Jaya One.

5.Owner or tenant who completed and submitted the application and approved by the Management will only be considered as Occupant of The Residences, Jaya One. Only the Occupant shall hold the access card.

### 2.2.3 – Guests and Visitors, Owners' Agents and Absentee Owner

a)Occupant's guests/ visitors **MUST** register at the Reception at Facility Deck, level 8 before entering the compound of the Residences.

b)Owner, Owner's Agent and Absentee Owner **who is NOT the Occupant** in the Residences **MUST** also register at the Reception at Facility Deck, level 8. Owners shall be responsible for ensuring that their Owners' Agents and Absentee Owner comply with the Management's House Rules and By-laws and other guidelines at all times and the Owner shall be liable for any damage, injuries or nuisance caused by their Owners' Agents and Absentee Owner.

c)Occupant shall be responsible for ensuring that their Guest/Visitor comply with the Management's House Rules and By-laws and other guidelines at all times and the Occupant shall be liable for any damage, injuries or nuisance caused by their Guest/Visitor.

### 2.3 RENOVATION

If you are carrying out renovation works, please refer to the Renovation Guide.

Owner/Tenant and their appointed contractor must refer to the Renovation Guide for reference and shall STRICTLY comply with it.

*\*Please take note, management reserved the rights to change the terms and conditions without prior notice.*

#### GREEN BUILDING INDEX (GBI)

Jaya One is committed to all areas of sustainability. It is one of our key principles to encourage everyone (Owner, Tenants, Occupants and Customers) to share their vision and do their part to ensure a better future for our natural & built environment. Our building is a **Green Building Index (GBI) rated facility** which requires owner/tenant to meet the minimum standards.

In the context of your residence, during the early stages of the design development, the Occupant and the designer should initiate and ensure that the design, construction and occupation of the residence is more environmentally friendly and have less impact to the local habitat and environment.

The Occupant must be fully aware that sustainable initiatives are mandatory as part of the design and the Occupant must include these GBI criteria into the design. Occupant's designer shall work on the residence design and include the GBI criteria into the residence design.

Please refer to the Renovation Guide for more information.

## 2.4 MOVING IN / OUT

### 2.4.1 Deposits & Fees

If you are moving in or out (with or without Fit Out/Renovation works), there are deposits (refundable) and other fees (non-refundable) that owners/tenants are required to pay or deposit with the Management. These and other relevant terms and conditions are stipulated in the "Moving In and Out Application Form".

If you are carrying out any Fit Out or Renovation works, please fill out the "Fit Out/Renovation Permit Application Form" as no such works may be carried prior to the approval of the Management. The execution of any Fit Out or Renovation Works shall be subject to the terms and conditions in the said Application Form and the Fit Out Guidelines (as amended by the Management from time to time).

### 2.4.1 Procedure

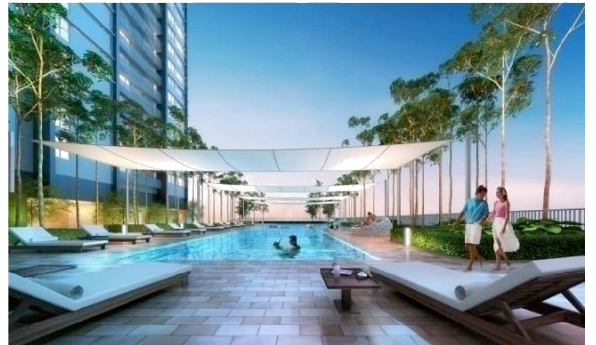
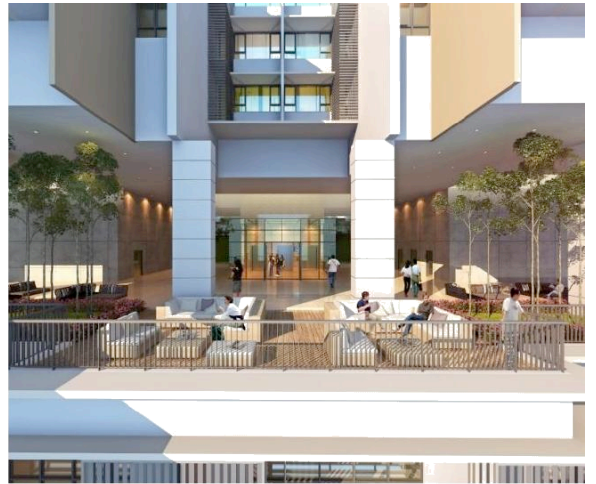
Fill up the Moving In / Moving Out Application Form and submit to the Management and the applicant will be subjected to the below terms and conditions:

- a) With or without renovation, applicant must submit the Moving In / Moving Out Application Form for moving in or out
- b) For MOVING IN, this application form is to be enclosed with Occupant Information Form (Owner/Tenant)
- c) For MOVING OUT, tenant to enclose this application form with a Letter of Authorization for Move Out from Owner
- d) Deposit Deductible for any sum of Outstanding Fees or Penalties - The Management reserves the right to deduct any sum from the move in/move out deposit collected to cover any outstanding fees or penalties.
- e) Deposit Deductible for any Sum for Making Good Damages - The Management reserves the right to deduct any sum from the renovation deposit collected as the cost of making good any damage or to clean up the Common Property.
- f) Balance of Cost Charged to Owner's Account if Deposit is Insufficient - If the renovation deposit is insufficient to cover any of the above mentioned costs, the remaining balance of such costs shall be charged into the account of the Occupant concerned and become a debt due to the Developer/Joint Management Body (JMB)/Management Corporation (MC) from the Occupant concerned.
- g) Refund of Deposit Subject to Inspection & Compliance - The renovation deposit or move in/move out deposit will be refunded without interest after deducting Management administrative cost and for any of the liabilities whatsoever stated in these rules and regulation for renovation works and subjected that:
  - An inspection of the Parcel concerned has been conducted
  - All the rules and regulations for renovation works have been properly and fully complied with and adhered to by the Occupant including his contractor and workmen to the satisfaction of the Management
  - Any damage whatsoever to the Common Property has been properly made good
  - Occupant submitting the letter "Letter for Refund of Renovation Deposit / Move In/ Move Out Deposit" to the Management upon completion of moving in / out.

*\*Please take note, management reserved the rights to change the terms and conditions without prior notice.*

# SETTLING DOWN

-Section 3-





### 3.1 OCCUPANCY

#### 3.1.1 Use of Parcel

- a) A Parcel unit shall be used *solely as a serviced residence* and not for any other purpose [illegal or otherwise] which may be detrimental or injurious to the image/ reputation of the Development. The Parcel is further subject to such restrictions on use which the Developer and/or the JMB or the Management Corporation [as the case may be] may from time to time deem fit to impose.
- b) The Management reserves the right to request any visitors/guests, contractors or suppliers to leave the building without having to assign any reason.
- c) Occupant shall use and enjoy the Common Property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by the Developer and/or the JMB or the Management Corporation [as the case may be] and/or the Other Premise Users.
- d) The Occupant shall at all times conduct himself in a manner which will not cause offence annoyance nuisance or danger to the Developer and/or the JMB or the Management Corporation [as the case may be] and/or the Other Premise Users

#### 3.1.2 Prohibition on Use of Parcel

A Parcel shall only be used strictly for the purpose referred in section 3.1.1 only. The Occupant shall not allow any nuisance in the Said Parcel or commit any nuisance within the Common Property nor shall he engage in any activity which may be or become a source of annoyance to other Occupants or Occupants or which interferes with the peaceful enjoyment of the other parcels within the Project and the Common Property by the owners/ Occupants thereof or their Lessee, families or invitees. Without prejudice to the generality of the foregoing provisions, the Occupant shall not, and shall cause and procure that his family or invitees or Lessee, families or invitees, shall not:-

- i. carry out unruly or offensive behaviour or conduct any political improper offensive illegal or unlawful activities;
- ii. convert or allow the Said Parcel to be used in such a manner so as to accommodate more than it was originally designed or approved for or to overcrowd the Said Parcel in breach of the by-laws of the appropriate authority. In particular the Occupant shall not subdivide the Said Parcel into smaller units accommodation to use the Said Parcel as student accommodation or hostel or such other similar arrangement or for other commercial purposes;
- iii. carry out any funeral and bereavement arrangement (including but not limited to parlour or any activities, businesses or trades in connection with the supply of items of services for funerals);
- iv. religious (including but not limited to setting up places of worship and prayer or conduct activities in respect of any cult, religion or beliefs);
- v. carry out immoral activities (including but not limited to massage parlour, social escort agency or operation of brothels;
- vi. carry out any activities, businesses or trades for public entertainment and/or amusement;
- vii. permit the television, radio or any other musical instruments or audio/video equipment's to be operated at high volume or any other excessive noise;
- viii. throw rubbish, refuse or any article of any kind whatsoever from the balcony or out of the windows of the Said Parcel or on any part of the Common Property nor allow any rubbish or anything else to accumulate on the Said Parcel or the Common Property or any part thereof;
- ix. do or allow anything to be done which might result in the clogging of the sewerage and drainage pipes serving the Project;
- x. place any flower pots or other articles or objects whatsoever on or near the perimeter of the balcony or windows-sills of the Said Parcel or on any passages corridors or stairs leading to the Said Parcel;
- xi. use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells;
- xii. rear or keep any pets, livestock or animal that cause nuisance in the Said Parcel and/or on the Common Property other than fish in tanks.

### 3.1 OCCUPANCY

#### 3.1.3 Heavy Objects

- a) The Occupant shall not place or permit to be placed upon any floor of the Parcel or the Said Building a load per square foot in excess of the limit allowed by the Developer and/or the JMB or the Management Corporation [as the case may be]'s professional advisor and shall ensure that the load on any floor of the Said Building is distributed in accordance with the directions and requirements of the Developer and/or the JMB or the Management Corporation [as the case may be]. In the interpretation and application of this clause, the decision of the Developer and/or the JMB or the Management Corporation [as the case may be]'s professional advisor shall be final and binding upon the Occupant.

Design Live Loadings: -

<u>Location</u>	<u>Uniformly Distributed Live Load (kN/m<sup>2</sup>)</u>
Residence	1.5

- b) 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 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.
- c) 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.
- d) 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.
- e) 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.
- f) The Occupant shall not affix any fixtures whatsoever or place any item in the Common Property or store any 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.

### 3.1 OCCUPANCY

#### 3.1.4 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.

#### 3.1.5 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.

#### 3.1.6 Entry by Management

- a) The Occupant agrees that the Management, by its authorized representatives, shall be entitled to, at all reasonable times, to enter the Parcel, for the purpose of ensuring compliance by the Occupant of the Rules and Regulations herein contained.
- b) If the Occupant, having been given written notice of a breach of the Rules and By-laws, 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 upon written demand by the Management and the Occupant shall, on demand, reimburse the Management within 14 days.

### 3.1 OCCUPANCY

#### 3.1.7 Inspection of Parcel

Upon receipt of a two (2) days notice from the Developer and/or the JMB or the Management Corporation [as the case may be], the Occupant shall permit the Developer and/or the JMB or the Management Corporation [as the case may be] and/or its agents to enter the Parcel for the purpose of:

- a) inspecting the state and condition of the Parcel;
- b) maintaining repairing or renewing pipes wires cables and ducts used or capable of being used in connection with the enjoyment of any Other Premises and/or the Common Property or for effecting any other repairs or works which the Developer and/or the JMB or the Management Corporation [as the case may be] deems necessary;
- c) maintaining repairing or renewing the Common Property;
- d) ascertaining whether any By-laws or terms of this Deed has been breached and/or;
- e) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties or the enforcement of the By-laws affecting the the Development .

**Provided Always** that in the event of emergency or for the purpose of protecting the safety or condition of the Parcel, the Other Premises and/or the Common Property and/or the Development, no notice need to be given by the Developer and/or the JMB or the Management Corporation [as the case may be] to enter the Parcel to do any of the above

**Provided However** that nothing herein contained shall impose any obligation upon the Developer and/or the JMB or the Management Corporation [as the case may be] to do any work of any nature.

#### 3.1.8 No Subdivision Or Amalgamation Of Parcel

The Occupant hereby agrees, covenants and undertakes that the Occupant shall not submit any application to the Appropriate Authorities for subdivision of the Parcel into two [2] or more new parcels or for amalgamation of the Parcel with another one [1] or more contiguous parcels to form one [1] parcel or demolish and/or rebuild or make any enlargement, extensions or alterations to the Parcel unless the prior written consent of the Developer and/or the JMB or the Management Corporation [as the case may be] has been obtained and the Developer and/or the JMB or the Management Corporation [as the case may be]'s decision whether or not to give such consent shall be final and binding and the Developer and/or the JMB or the Management Corporation [as the case may be] shall be under no obligation whatsoever to assign any reason or reasons for the decision.

#### 3.1.9 POPULATION RESTRICTION: Number of Occupants in Condominium Unit

Below list the number of occupants allowable in respective condominium units:

Type of Condo	No of Occupant
1 bedroom	1+1
2 bedroom	2+2
3 bedroom	3+3

\*Children aged 12 years old and below are excluded from the above population count.

The Management would like to advise for all Occupants to adhere to the above stated restrictions. This is for the benefit of all the Occupants here. Higher traffic will result in fast wear and tear of the facilities in The Residences. The population restriction is to protect the facilities as fast wear and tear will result in **frequent** repairing or replacing of the facilities by utilizing the fund contributed by all the Owners. The above restrictions are also in accordance to the local council and government guidelines.

### 3.1 OCCUPANCY

#### 3.1.10 General Provisions

a)The Occupant shall not affix, paint or otherwise exhibit or permit to be installed, affixed painted or otherwise exhibited any name plates, poster, advertisement, illuminations, name-bill, embellishments show board, or writing or any other indication of business or any other means of visual communication or any shutters, whether for security or otherwise, or other thing whatsoever or any iron or other work, whether temporary or permanent on to the façade or front or rear or the entrance of and to the Parcel or the windows or doors or passages so as to be in view from the outside of the Parcel or in any part of the Parcel or anywhere in and around the Development

b)The Occupant shall not affix any grilles or place or construct anything in or upon the Parcel, the Common Property or the Development or any part thereof or anything which is or may be an obstruction or a nuisance to the freedom of movement or cause injury or damage to any person or vehicle or adversely affect or obstruct the use or enjoyment of the Common Property. The Developer and/or the JMB or the Management Corporation [as the case may be] shall have the right to request the Occupant to remove any such obstruction or nuisance failing which the Developer and/or the JMB or the Management Corporation [as the case may be] shall be entitled to remove the same at the costs and expense of the Occupant, such costs and expense to be paid within seven (7) days of the date of the Developer and/or the JMB or the Management Corporation [as the case may be]'s notice for such payment.

c)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.

d)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.

e)Occupants are not to request any employee of the Management to attend to the Occupant's business or private errands.

f)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.

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)The Occupant shall not cause or permit to be collected or to be kept in the Parcel and/or the Common Property and/or the Development any materials, the keeping of which may contravene any local ordinances, statute, regulations or by-laws or in respect of which an increased rate of insurance premium is usually required and in particular any offensive or inflammable or explosive materials.

i)Prohibition Of Person Of Unsound Mind To Parcel - The Occupant shall not knowingly permit or suffer any person of unsound mind or a drunkard or drug addict to come in or about the Parcel.

### 3.1 OCCUPANCY

#### 3.1.10 General Provisions (Cont'd)

j)The Occupant – sound decibel of Radio, TV, Hi-Fi system or other sound emitting equipments are advised to operate at a volume which shall not cause nuisance or interfere the peaceful enjoyment of other Occupants. Occupants are advised not to sound their car horns unnecessarily especially at night time which may cause disturbance or annoyance in the neighbourhood. Occupants shall at all times conduct themselves and cause their Guests/Visitors to conduct themselves in a manner which will not cause any nuisance to other Occupants. Excessive noise, unruly or offensive behaviour is not permitted.

k)Maintenance Of Fixtures - The Occupant shall at all times keep all fixtures and additions thereto in good and substantial repair and condition to the satisfaction of the Developer and/or the JMB or the Management Corporation [as the case may be] and shall permit the Developer and/or the JMB or the Management Corporation [as the case may be] or its agents with or without workmen or others at any convenient hours in the daytime to enter into the Parcel and examine the state and condition thereof and shall forthwith at the Occupant's own cost and expense repair and make good all defects of which notice in writing shall be given to the Occupant by the Developer and/or the JMB or the Management Corporation [as the case may be]. If the Occupant shall default in carrying out the repairs as specified in the notice, the Developer and/or the JMB or the Management Corporation [as the case may be] shall and is hereby authorised to enter upon the Parcel with the necessary workmen to carry out the repairs at the sole cost and expense of the Occupant, such cost and expense shall be paid within fourteen [14] days of the date of the Developer and/or the JMB or the Management Corporation [as the case may be]'s notice for such payment.

l)Notices Of Accidents Or Defects - The Occupant shall give the Developer and/or the JMB or the Management Corporation [as the case may be] prompt notice of any defects in the water pipes, gas pipes, electric installation or fixtures which comes to his knowledge or any other accidents that may have arisen thereby or any circumstances likely to be or cause any danger, risk or hazard to the Development or any person therein.



### 3.2 COMMON PROPERTY

#### 3.2.1 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 to subjected to penalty as spelt out as per attachment (Section 7: 7.1 Penalty)

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 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.



### 3.2 COMMON PROPERTY

#### 3.2.1 Use of Common Property (Cont'd)

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)The Occupant shall not set up of places of worship and prayer in respect of any cult, religion or supernatural beliefs in any part of the common area.

t)Any items, materials placed within the common area shall be removed without notice. And the Management will not be held responsible for any loss or damages caused to said items. The cost of such removal, if any, shall be borne by the Occupant concerned.

### 3.2 COMMON PROPERTY

#### 3.2.2 Preservation of Image of Jaya One

a) For the purpose of maintaining the physical sensitivity and aesthetic 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) 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.

### 3.2 COMMON PROPERTY

#### 3.2.3 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, the Occupant shall notify and discuss with the Management. Should there be any damage to any building structure of the Parcel, all cost or expenses to repair or to make good the damage shall be borne by the Occupant.

#### 3.2.4 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.

#### 3.2.5 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 Building.

### 3.2 COMMON PROPERTY

#### 3.2.6 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 750 kilograms in total (including personnel moving the goods) so that prior arrangements can be made to avoid any inconvenience to the other Occupants.

#### 3.2.7 Not To Prejudice Insurance Policies

a)The Occupant shall not do or suffer to be done anything whereby the policy or policies of insurance on the Common Property and/or the Jaya One Development or any part thereof may be vitiated or rendered void or voidable or whereby the rate of premium thereon may be increased and the Occupant shall make good all damages suffered by the Developer and/or the JMB or the Management Corporation [as the case may be].

b)The Occupant shall, without prejudice to the other rights of the Developer and/or the JMB or the Management Corporation [as the case may be], repay the Developer and/or the JMB or the Management Corporation [as the case may be] on demand all sums paid by it by way of increased premium and all reasonable expenses incurred by the Developer and/or the JMB or the Management Corporation [as the case may be] in or about any renewal of such policy or policies rendered necessary by the Occupant's breach or non-observance of this By-laws

### 3.3 PARKING FACILITY

#### 3.3.1 Parking of Vehicles

a)The Owner and the all occupiers of the Parcel and his tenants, servants agents licensees invitees visitors and independent contractors [such occupiers, servants, agents, licensees, invitees, visitors and independent contractors or any one or more of them as the context permits shall hereinafter collectively be referred to as “Persons Authorised by the Owner”] shall comply with all rules and regulations as may from time to time be laid down by the Developer and/or the JMB or the Management Corporation [as the case may be], its agents and/or nominees or the Appropriate Authorities in relation to but not limited to the parking of vehicles, traffic flow and ingress or egress of the Development.

b)The Occupant shall not park any vehicle anywhere only in the areas car park bay designated to Owner (as per Owner’s Accessory Parcel Parking Lot Number) annexed hereto and shall cause the Persons Authorised by the Owner to park their vehicles in clearly demarcated visitors’ car parking bays designated by the Developer and/or the JMB or the Management Corporation [as the case may be] at its sole and absolute discretion. The Occupant hereby agrees that the Developer and/or the JMB or the Management Corporation [as the case may be] shall be entitled at its absolute discretion without notice to the vehicle owners to remove and tow away to another suitable area within the Development any vehicles parked in car parking bays not belonging to the vehicle owners and/or impose a fine of a sum to be determined by the Developer and/or the JMB or the Management Corporation [as the case may be].

c)The Occupant hereby declares and agrees that the Developer and/or the JMB or the Management Corporation [as the case may be] shall not be responsible or liable or deemed or held to be responsible and liable and the Developer and/or the JMB or the Management Corporation [as the case may be] hereby expressly excludes and disclaims all such responsibilities and liabilities) in any way whatsoever for any death, injury, damage or loss suffered or sustained by the Occupant and/or the Persons Authorised by the Occupant howsoever arising as a result of or in any way relating to his use of a car parking bay.

d)The Occupant shall use the Accessory Parcel (if any) strictly for car parking purposes.

e)The Occupant shall provide the registration number of their vehicles to the Management.

f)The maximum height allowed for vehicle to enter the car park is **2.1 meters** only

g)The Management shall not be responsible in any manner whatsoever for any theft, loss, damage, vandalism or other misdemeanor 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.

h)All vehicles, motorcycles, bicycles and other form of transport parked within Jaya One are parked at the risk of the respective owner.

i)Motorcycles, bicycles and other form of transport shall be parked at areas designated by the car park operator.

j)No cars shall be left unattended in any drive way or in any area designated as a “**No Parking**” zone and no vehicles may be left in any “**No Waiting**” zone.

### 3.3 PARKING FACILITY

#### 3.3.1 Parking of Vehicles (Cont'd)

k) The Management reserves the right to impose penalties on the owner/driver of any vehicle found to be in violation of any of the foregoing rules including, but not limited to, clamping (and clamping release charges as provided in the Penalties Schedule) and the right to tow away vehicles (whether or not the said vehicle is an obstruction to any passageway).

l) Occupant's guests/ visitors shall only park their cars in the designated area determined by the Management;

m) 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.

n) The Occupant shall not and shall ensure that the Persons Authorized by the Occupant shall not tamper with any with car parking equipment.

o) The Occupant shall not undertake or effect any repairs to any vehicle parked within the premises of the Development. The Occupants shall not carry out any car wash, repair works which involving excessive noise or spillage in the car parking area or at the common area.

p) The Developer/ Management reserves the rights to redesign, revise and reallocate the layout of the car park and to stipulate from time to time any other terms and conditions relating to the use of the car park

### 3.4 ACCESS CARD

- a) Occupants are required to touch/tap this card at the check points i.e. entrance and exit of every automatic barrier gates and security door before the access is granted.
- b) In the case where the condominium unit is leased out, the tenant to submit the Access Card Application Form with the consent from Owner and copy of the tenancy agreement to the Management. Refer to 2.2.1 for Registration details. The Owner shall surrender their access card back to the Management if the unit is leased out to the Tenant.
- c) This card is strictly non-transferable and shall remain the property of the Management.
- d) Do not leave your access card in the car for security and safety reason.
- e) Each Occupant is entitled to receive a stipulated number of access cards free of charge and additional cards subject to charges in accordance with the terms and conditions as provided in the "Access Card Application Form".

#### Terms and Conditions relating to Access Card :

- i. Access Card Deposit – RM100 each card (refundable upon completion of moving out)
- ii. Management's Processing Period: Five (5) working days
- iii. Access Card Application Form must be **enclosed** with Occupant Information Form (Owner/Tenant)
- iv. The access card deposit is only refundable upon returning the card to the Management in good condition and the Management reserves the right to forfeit the deposit if the returned card is in bad condition except for fair wear and tear condition. For avoidance of doubt, fair wear and tear condition is after 12 months.
- v. The Occupant will be solely responsible for the safekeeping of the access card issued to them. Any misplaced/lost/permanently damaged access card must be reported to the Management. A penalty charge of RM250 each card will be imposed on the Occupant. There will be a further penalty for repetition of losing or damaging the access card. Below table shows the penalty

First Time Penalty	Second Time Penalty	Third Time or more Penalty
RM250	RM500	RM1000

- vi. The Management reserves the right to alter or amend any of the terms and conditions at its sole discretion without prior notice.



### 3.5 WATER AND ELECTRICITY TARIFF AND CHARGES

#### **ELECTRICITY TARIFF & CHARGES LIST**

Electricity Tariff & Charges – the charges for electricity supplied by JOMSB to any premises as measured by the Electricity Meter and calculated by reference to value of units consumed shall be payable in accordance with the provisions contained in the Electricity Supply Application Form.

The owner or tenant (as the case may be) shall execute the Electricity Supply Form with JOMSB and the supply of electricity shall be as stipulated in the said Form or in accordance with the prevailing commercial rates.

#### **WATER TARIFF & CHARGES LIST**

The charges for water supplied by Jaya One Management Corporation to any premises as measured by the Water Meter and calculated by reference to value of units consumed shall be payable in accordance with the provisions contained in the Water Supply Application Form.

The owner or tenant (as the case may be) shall execute the Water Supply Form with Jaya One Management Corporation and the supply of water shall be as stipulated in the said Form or in accordance with the prevailing commercial rates.

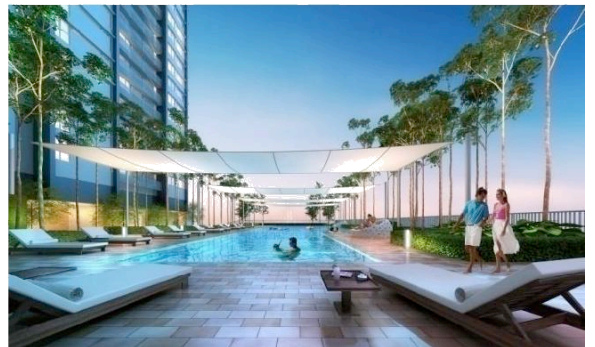
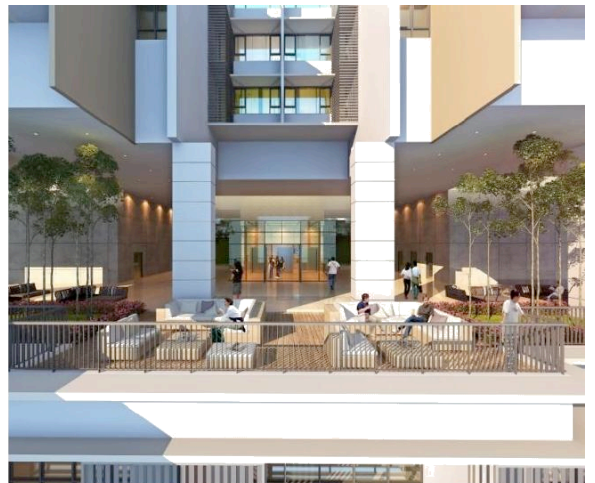
### 3.6 SECURITY & SAFETY

The building is provided with a 24 hours general security surveillance. However, the Occupants must take some responsibilities by taking precautions to secure their own possessions and home:

- a) Security guards is deployed generally to patrol the common compound area or perimeters of the Residences and any unannounced visitors or guests who refuse to adequately identify themselves can and will be asked to leave The Residences grounds.
- b) The guards or the Management staff reserves the right to turn away guests/visitors if the Occupant is not at his respective unit. The Occupant shall not interfere with the patrol security system deployed by the Management.
- c) For security reasons, guests/visitors are only allowed to park their vehicles within the designated areas (Visitors' Car Park).
- d) Occupants shall inform the security office of any arrangement for door deliveries. All door delivery personnel must obtain security pass at Reception, Facility Deck, Level 8, The Residences.
- e) For bulk item delivery, Occupants to arrange with the Management three (3) days before for the contractor/supplier to register and obtain pass from the Loading/Unloading Marshal Room located near loading bay at P2 (next to Cold Storage).
- f) Occupants are to take additional precautionary measures i.e. to install additional locking facilities to ensure safety of their personal belongings.
- g) Occupants are expected to give their full cooperation to the security officers/guards at the Guard House or on patrol to enable them to carry out their duties effectively.
- h) The Occupant agrees that the Management and the developer shall not liable in any manner whatsoever for loss or damage to any personal property of or injury or death of any person(s) in the Residences and in the unit by the reason of or howsoever arising from the failure of security patrol system, fault or negligence on the part of the Management, its agents or its employees or the Developer.

# DAILY AFFAIRS

-Section 4-



### 4.1 USAGE OF FACILITIES

#### 4.1.1 Use of Facilities

- a) The Occupant and the Persons Authorised by the Occupant at their own risk may be entitled to use the common services and facilities provided by the Developer and/or the JMB or the Management Corporation pursuant to the Sale and Purchase Agreement and/or [as the case may be] as notified from time to time by the Developer and/or the JMB or the Management Corporation [as the case may be] (hereinafter referred to as "the Facilities") in accordance with rules and regulations which govern each Facility. The Occupant hereby declares and agrees that Developer and/or the JMB or the Management Corporation [as the case may be] shall not be responsible or liable or deemed or held to be responsible and liable and Developer and/or the JMB or the Management Corporation [as the case may be] hereby expressly excludes and disclaims all such responsibilities and liabilities) in any way whatsoever for any death, injury, damage or loss suffered or sustained by the Occupant or the Persons Authorised by the Occupant howsoever arising as a result of or in any way relating to his use the Facility.
- b) The Occupant shall be responsible for the conduct of and the Persons Authorised by the Occupant within the Parcel, the Common Property and/or any part of the Development and shall cause and procure the Persons Authorised by the Occupant to observe perform and comply with the By-Laws and not to cause annoyance or be a nuisance to other owners/ Occupants of the parcels within the Development or their respective lessee and their family or invitees.
- c) **Right to Use the Recreational Facilities** - Owners who let out their units are automatically transferring their rights and privileges to their tenants. The Management also reserves the right and discretion to prohibit any defaulters in maintenance fees or service charges from using the facilities.
- d) **Use of Recreational Facilities by Children below 12 Years Old** - Children under 12 years old shall be accompanied by their parents or supervising adults who are responsible for their safety and behaviour.
- e) **Use of Recreational Facilities** - The recreational facilities are for the EXCLUSIVE USE OF THE OCCUPANT OF THE RESIDENCES, JAYA ONE ONLY.
- f) **Identification** - The staff, security office or any authorized person from the Management may require any persons in the recreational area to identify themselves BYWAY OF PRODUCING AN ACCESS CARD.
- g) **Use of Radio, Tape Recorders and etc within the Recreational Facilities** - No radio, hi-fidelity equipment, television, musical instruments or other similar equipment in or around the recreational area.
- h) **Operating Hours** - The Management reserves the rights to change the facilities operating hours as and deemed necessary.
- i) **Booking/ Making Reservation of Recreational Facilities** - Some of the facilities may require advance booking and are only open to registered Occupants for booking subject to the availability and on 'first come first serve' basis. Please refer to individual facilities for further information.
- j) **Temporary Closure/ Operating Interruption** - The Management reserves the rights to close the facilities for cleaning, maintenance services, repair works, etc. without serving any advance notice
- k) **Liability for Damage** - Occupants or their guest who violate any of the guidelines or rules contained herein may be required to leave the recreational area and will be barred from booking/ making reservation for a period determined by the Management.
- l) **Amendment** - The Management reserves the rights to change or amend the following guidelines or rules if deemed necessary without prior notice.
- m) **Disclaimer** - The Management shall NOT be liable for any loss or damage to any personal, injury or death arising from carelessness or negligence by the person concerned or by other third person or due to fail to abide the guidelines or rules herein or by any whatsoever reason.

### 4.1 USAGE OF FACILITIES (CONT'D)

#### 4.1.2 Types of Facilities

##### Gymnasium

The gym room is strictly reserved for Occupants to have their daily physical fitness training. a)Open daily from 6.00am to 10.00pm.

b)Guests/Visitors are **NOT allowed to use the gymnasium.**

c)Children aged 12 years and below are advised **NOT to use the gymnasium.** d)Wet attire is not allowed in the gymnasium.

e)Users shall wear proper sports attire and sports shoes for workout. f)Strictly NO smoking, drinks and food in the gymnasium.

g)Users are advised to return all portable equipment back to their original places after using. h)Users are advised **NOT to relocate or move any equipment in the gymnasium.**

i)Users are advised at all times, conduct themselves in a manner which shall not cause offence or annoyance to others.

##### Children Playground

a)Children aged 12 years or below must be accompanied by parents/ adult at all times.

b)Occupants/ parents shall be responsible for their children behaviour and conduct. The Management will not be responsible for any accidents or injury.

##### Function Room/Multi-Purpose Room

The Meeting Room and Multi-Purpose Room is suitable for various type of community activities/ functions i.e. social gatherings, art and craft exhibitions, indoor games and meetings. (STRICTLY NO RELIGIOUS GATHERINGS/ASSEMBLIES OR FUNERAL WAKES ARE ALLOWED):

a)Booking is available for Occupants only and will be on a 'first-come-first serve' basis. All bookings shall give an advance of seven (7) days notice. Refer to Management for on the rental rates.

b)Guests list must be provided to Management three (3) days prior to the function.

c)The maximum duration of the hall usage is two (2) days per one booking. A deposit of RM500.00 per day must be paid to Management upon confirmation. The deposit will be refunded after a joint inspection with Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the balance will be back charged to the Occupant respectively.

d)Usage is available from 9.00 am - 10.00 pm daily.

e)The room is equipped with kitchen area for preparation. Occupants or their caterer must only use this area for preparation. Kitchen equipments including gas tank to be provided by Occupant or the caterer themselves.

##### BBQ Gazebos

a)Usage is available from 9.00am - 10.00pm daily.

b)Booking is available for Occupants only and will be on a 'first-come-first serve' basis. All bookings shall give an advance of seven (7) days notice.

c)Guests list must be provided to Management three (3) days prior to the function. d)Guests are NOT allowed to use any other facilities.

e)No preparation of food is allowed at the BBQ gazebo area such as chopping meat, preparing vegetables and etc.

f)A deposit of RM 200.00 per booking must be paid to Management upon confirmation. The deposit will be refunded after a joint inspection with Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the balance will be back charged to the Occupant respectively.

### 4.1 USAGE OF FACILITIES (CONT'D)

#### 4.1.2 Types of Facilities (Cont'd)

##### **Surau**

Surau is strictly for the use of Muslim Occupants and their guests. Occupants are encouraged to ensure proper care and use of the place at all times.

##### **Swimming Pool & Children's Pool**

- a) Open daily from 7.00 am to 10.00 pm, except close for cleaning and maintenance service.
- b) NO LIFEGUARD IS PROVIDED. The pools are used at the user's own risk. Occupants are advised to exercise care when using the pools.
- c) Occupants shall wear proper swimming attire at all times.
- d) Occupants having any infection or communicable disease shall not use the pools.
- e) No smoking, drink and food are allowed in the vicinity of the pools.
- f) No electronic and mechanical items shall be brought in the pools.
- g) No surfboards, snorkels, bulky inflatable toys and scuba gears are allowed in the pools.
- h) No bicycles, roller blade, skateboard or other similar equipments are allowed in the pool compound.
- i) No coaching lessons are allowed prior the consent of the Management.
- j) No private function or barbeque within the pool compound. Please use the designated area only.
- k) No life guard is provided for the swimming pool.
- l) Water sport or any other activities which may cause annoyance, disturbance or injury to other users are not allowed.
- m) Occupants shall shower or clean off suntan lotion before entering the pools.
- n) Occupants are advised not to wear hair pins, rollers or any sharp pointed objects in the pools.
- o) Occupants shall leave the pools during heavy rain or thunderstorms.
- p) Occupants are not allowed to use the lift while in wet condition or with swimming attire. Please dry yourself before leaving the pool or changing room.
- q) Guests are not allowed to use the pools.
- r) Children aged 12 years and below MUST be accompanied by parents/adult at all times and must be confined to only the children pool section.
- s) Occupants and users of the pools shall be responsible for their own safety.

##### **Changing Rooms**

- a) Occupants may change their sports wear or swim suit in this room.
- b) Smoking, food and beverages are not allowed in this room. The room shall be kept clean all the time.
- c) Users are reminded to make sure all personal belongings are with you before leaving the room.





### 4.2 REFUSE DISPOSAL

#### REFUSE DISPOSAL

##### 4.2.1 General

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, balconies, verandas. Any removal of the same by the Management shall be to the account of the Occupant concerned.

No rubbish or waste shall at any time be burnt upon the Parcel or the Common Property or any part of Jaya One.

The Occupant shall:-

- 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, and be placed at the place specified by the Developer and/or the JMB of the Management Corporation [as the case may be].
- Ensure that all such debris, waste material and rubbish should be completely drip-free before it leaves the Parcel.
- Heavy or bulky objects (such as packing cases, packing material, cartons, discarded pieces of furniture, other solid or bulky items, etc) 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 of at the locations specified by the Management.
- 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.
- Occupant is advised to pay attention to the memo or notice issued by the Management on the refuse disposal arrangement.

##### 4.2.2 RECYCLING/WASTE SEGREGATION

In an effort to move toward sustainable living, the Malaysian Government has made it mandatory to recycle and segregate waste. All owners and tenants are now thereby required to comply with all provisions of the **Solid Waste and Public Cleansing Management Act 2007** (and all regulations made thereunder) and such directives as may be issued by the **Ministry of Urban Wellbeing, Housing and Local Government**.

Please note that any failure thereto shall make the owner and/or tenant liable to a fine of **RM50 (first offence), RM100 (second offence), RM500 (third offence) and/or court action with a maximum fine of RM1,000 (subsequent offences)**.

In the event that the Management is fined or required by the authorities to take remedial action due to a failure of any owner(s) or tenant(s) to comply with the foregoing, the Management reserves the right to "pass on" or impose the said fine and/or the cost thereof on the defaulting owner(s)/tenant(s) and/or otherwise collectively on all owners and tenants in equal proportion.

#### 4.3.1 Access to Carry Out Repair Works

- a) Occupants shall permit the Management or its agents or workmen at all reasonable times to enter their units to carry out repair, upgrading, reinstatement, rectification or other maintenance works to the units or adjoining units or to other portions of the building.
- b) Occupants shall permit the Management or its agents or workmen to enter their units to service, lay, fix, install, connect, repair, remove or replace the electrical, plumbing or other utility facilities inside or running through their units for the general purposes of the building.

#### 4.3.2 Repairs at the Unit

Maintenance or fixtures, fittings, furnishings and etc. inside individual units are **NOT the** responsibility of the Management. The Owners/ Occupants are advised to engage their independent contractors for the repair/ maintenance works if required.

#### 4.3.3 Maintenance and Upkeep of Parcel

- a) The Occupant shall repair and maintain the Parcel and the facilities and amenities serving the Parcel including windows, doors and other parts that adjoining to adjacent units or common area and keep it in a state of good repair, reasonable wear and tear and damage excepted and shall forthwith carry out the work ordered by any competent public or statutory authority in respect of his Parcel.
- b) Occupant shall not use the unit or any other part of it in any manner which may cause the accumulation of dirt, rubbish or debris in or outside the unit.
- c) The Occupant shall at all times keep and maintain the external walls of the Parcel and its party walls (in equal shares with the party who shares the wall with the Occupant) fittings, pipes, cables and wires therein in good and substantial repair and condition and where necessary to rebuild or replace the same, permit the Developer and/or the JMB or the Management Corporation [as the case may be] with or without workmen at any convenient hours in the daytime to enter into the Parcel and examine the state and condition of the pipes cables wires and fittings forthwith and upon notification by the Developer and/or the JMB or the Management Corporation [as the case may be], the Occupant at the Occupant's cost and expense to make good all leakages and fault which might be a nuisance to the occupants of the Other Premises failing which, the Developer and/or the JMB or the Management Corporation [as the case may be] shall be entitled to make good the same at the Occupant's cost and expense, such cost and expense shall be paid within fourteen [14] days of the date of the Developer and/or the JMB or the Management Corporation [as the case may be]'s notice for such payment.
- d) Save and except for the parcels situated on the top floor of the Building Block, in the event of damage caused by water leakage/seepage or cracks developing on the ceiling of any parcel of the said Building, the Occupant or owner of the parcel above shall be responsible to repair the said damage at his own cost and expense.
- e) The Occupant shall give at least fourteen [14] days' prior written notice to the Developer and/or the JMB or the Management Corporation [as the case may be] and the owners or occupiers of all the relevant premises adjoining or adjacent or above or below the Parcel of the Occupant's intention to repair or replace any joints, slabs or beams and to make good any damage caused to the ceilings walls and floors of the other premises occasioned thereby.

### 4.3 REPAIR, MAINTENANCE & UPKEEPING

#### 4.3.3 Access to Carry Out Repair Works

- a) Occupants shall permit the Management or its agents or workmen at all reasonable times to enter their units to carry out repair, upgrading, reinstatement, rectification or other maintenance works to the units or adjoining units or to other portions of the building.
- b) Occupants shall permit the Management or its agents or workmen to enter their units to service, lay, fix, install, connect, repair, remove or replace the electrical, plumbing or other utility facilities inside or running through their units for the general purposes of the building.

#### 4.3.4 Repairs at the Unit

Maintenance or fixtures, fittings, furnishings and etc. inside individual units are **NOT** the responsibility of the Management. The Owners/ Occupants are advised to engage their independent contractors for the repair/ maintenance works if required.

#### 4.3.4 Maintenance and Upkeep of Parcel

- a) The Occupant shall repair and maintain the Parcel and the facilities and amenities serving the Parcel including windows, doors and other parts that adjoining to adjacent units or common area and keep it in a state of good repair, reasonable wear and tear and damage excepted and shall forthwith carry out the work ordered by any competent public or statutory authority in respect of his Parcel.
- b) Occupant shall not use the unit or any other part of it in any manner which may cause the accumulation of dirt, rubbish or debris in or outside the unit.
- c) The Occupant shall at all times keep and maintain the external walls of the Parcel and its party walls (in equal shares with the party who shares the wall with the Occupant) fittings, pipes, cables and wires therein in good and substantial repair and condition and where necessary to rebuild or replace the same, permit the Developer and/or the JMB or the Management Corporation [as the case may be] with or without workmen at any convenient hours in the daytime to enter into the Parcel and examine the state and condition of the pipes cables wires and fittings forthwith and upon notification by the Developer and/or the JMB or the Management Corporation [as the case may be], the Occupant at the Occupant's cost and expense to make good all leakages and fault which might be a nuisance to the occupants of the Other Premises failing which, the Developer and/or the JMB or the Management Corporation [as the case may be] shall be entitled to make good the same at the Occupant's cost and expense, such cost and expense shall be paid within fourteen [14] days of the date of the Developer and/or the JMB or the Management Corporation [as the case may be]'s notice for such payment.
- d) Save and except for the parcels situated on the top floor of the Building Block, in the event of damage caused by water leakage/seepage or cracks developing on the ceiling of any parcel of the said Building, the Occupant or owner of the parcel above shall be responsible to repair the said damage at his own cost and expense.
- e) The Occupant shall give at least fourteen [14] days' prior written notice to the Developer and/or the JMB or the Management Corporation [as the case may be] and the owners or occupiers of all the relevant premises adjoining or adjacent or above or below the Parcel of the Occupant's intention to repair or replace any joints, slabs or beams and to make good any damage caused to the ceilings walls and floors of the other premises occasioned thereby.

### 4.3 REPAIR, MAINTENANCE & UPKEEPING

#### 4.3.3 Maintenance and Upkeep of Parcel (Cont'd)

f) The Occupant shall hereby confirm and acknowledge that the party walls and internal walls of the Parcel are constructed using Aerated Lightweight Concrete Block (ALC) and/or Shear Wall and the Owner and the Owner's tenants, lessee, licensee, employees, contractors and permitted assigns shall only use, handle or work with the party walls and internal walls in accordance with the By-laws failing which the Owner or Tenant shall be fully liable for any damage caused to the party walls and/or internal walls or the adjoining parcel or any part of the Building and shall be responsible to repair such damage or indemnify any party for any loss as a result thereof at the Owner/Tenant's own cost and expense.

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

h) All floor, walls and ceilings within the Parcel shall be painted or laminated or covered as the case may be using Low Volatile Organic Compounds (VOC) paint and coating accordance with international labeling schemes recognized by the GBI rating requirements and Low VOC flooring in accordance with the Floor Score by Science Certification System and Low VOC adhesive and sealant.

i) The Party Walls and Internal Walls

- i. The party walls and internal walls of the Parcel are constructed using **Aerated Lightweight Concrete Block (ALC) and/or \*Shear Wall**.
- ii. Shear wall and columns are part of the structural and integrity of the Building.  
**HACKING/DRILLING/CORING** are **STRICTLY PROHIBITED** for the all-party walls and internal walls as it will compromise the structural safety of the building.
- iii. Failing which, the Owner or tenant shall be **FULLY LIABLE** for any damage caused to the party walls and/or internal walls or the adjoining parcel or any part of the Building and shall be responsible to repair such damage or indemnify any party for any loss as a result thereof at the Owner's or Tenant's own cost and expense.

j) The Management shall not be responsible in any way for the upkeep and/or maintenance of anything within the premises of the Parcel however, the Management may, at its discretion, carry out general repairs thereto and the cost thereof shall be borne by the Tenant. The general charges are as contained in the "Maintenance Service Charges" Schedule.

k) Occupants may only clean the balcony in light or reasonable manner and shall not in any way conduct any cleaning using substantial amounts of water or fluids including, washing of air-conditioning compressors or other activity that shall cause ullage or water or other fluids to spill over and/or unto the balcony of other Occupants.

Occupants may not carry out any activity on the balcony that may be a cause of nuisance to other Occupants including, but not limited to, carrying out open barbeque or cooking.

Occupants are not permitted to construct any extension over the balcony or otherwise carry out such construction with the intent of converting the balcony into an internal space.

# SECTION 4

## DAILY AFFAIRS

### **4.3.4 Maintenance and Upkeep of Common Property/ Area by Occupant**

Occupants shall keep the corridors, staircases and passages leading to the unit and other common property/ area clean and free from obstruction.

Occupants shall NOT :

- a) Place/ store any waste, rubbish or refuse on the common area or untidy the common area;
- b) Ride, use, keep or leave the bicycles, tricycles, children's riding toys, roller skates or any other similar product except handicapped wheel chairs in any common corridors, staircases or lobbies;
- c) Bring, keep, store, stack or lay any materials, equipment, plants, bins, cartons, boxes or others at common areas which might result in untidy, unclean, unsightly or any detrimental;
- d) Cause any land, roads, or pavements abutting the building to be untidy or in dirty condition and not to place any refuse or materials on them.

### **4.3.5 Maintenance and Upkeep of the Common Property Area by the Management**

The Management shall keep the roof, main structure, external walls, floors, main drains, pipes, lifts and other common property and facilities in working condition/ good state of upkeep and maintenance.

### **4.3.6 Cleaning of Common Area**

A professional cleaning service company will be appointed to carry out the cleaning of the common area within the Development.

### **4.3.7 Pest Control**

- a) The control and extermination of pests and fumigation of the common areas will be carried out periodically by pest control company appointed by the Management
- b) The Occupants shall take reasonable/ necessary precautions to keep the unit free of rodents, vermin, insect, pests and animal.



### 4.4 FIRE SAFETY

#### 4.4.1 General Guidelines

- a) Fire fighting equipment must not be tampered with or misused unless for emergency purposes.
- b) Fire escape route i.e. common corridors and staircases must always be free from blockage/obstruction.
- c) Fire rated doors (at lift lobbies and staircases) must always be closed and not locked.
- d) Occupants are advised to keep their own portable fire extinguishers in their premises and place it at reachable location.
- e) Occupants shall always keep their important documents i.e. identification cards, birth certificates, passport and etc. together safely and easy to find.
- f) Occupants are advised to purchase individual personal belongings insurance policy in their respective unit in case of burglary as it does not cover in the Master Fire Policy.

#### 4.4.2 Emergency

- a) In case of emergency or fire, alert your neighbours, break and push the fire alarm, and evacuate from your unit/ floor through the nearest staircase. If time allows you to do so, switch off your gas and the ELCB/ electric distribution box.
- b) Call the police Station and Fire Department or ambulance immediately.

#### 4.4.3 Fire Drills

As a safety precaution, the Management will carry out fire and other evacuative drills from time to time. As this is essential to prevent loss of life, all Occupants, owners and tenants will be required participate and move expediently (as may be directed by the safety personnel of the Management) to the evacuation and assembly areas. However, in light of the importance thereof, no claim for loss due to any inconvenience or other losses may be made against the Management.



### 4.5 OTHERS

#### 4.5.1 Funeral and Bereavement Arrangement

Occupants shall not hold such arrangement in their units/the building compound. Though the Management understand that performing rites to the dead is part of our culture and respect for the deceased, there is NO provision for such within the compound of the premises. The Management would appreciate if the Occupant to arrange with the funeral service provider to arrange the funeral at the funeral parlour.

#### 4.5.2 Observation of Rental Regulation

The Management reserves the right to take appropriate actions against any of the Occupant who are found creating nuisance/ disturbance to the neighbors. All consequences and cost arising from any of the actions shall be borne by the Occupant.

#### 4.5.3 Disconnection of Water Supply

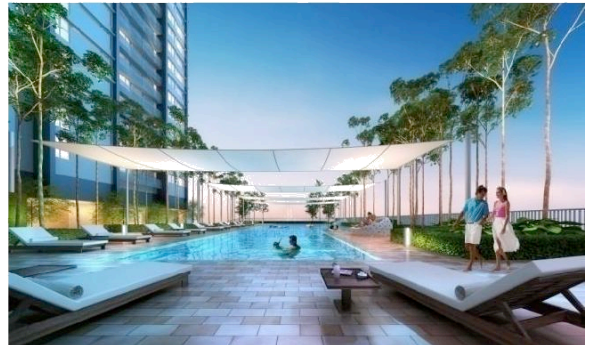
- a) In the event that the Occupant failed to settle the water bills, service charges or any other charges for more than 14 days after the respective due date, the Management reserves the right to disconnect the water supply of the unit without further notice.
- b) A reconnection fee of RM 50.00 is required as result of Item 4.5.3 (a).

#### 4.5.4 Blacklisting

- a) The Management reserves the right to blacklist the Occupants by restricting Occupant's access to enjoy the facilities in The Residences, Jaya One if the Occupant found doing the following:
  - i. There is amount owing to the Management
  - ii. Complain by other Occupants for causing nuisance for more than 3 times
- b) Please take note further that in addition to the above, the Management reserves to right to take such action against the owners and tenants for any non-compliance, default in payment, etc. as may be necessary to remedy or recover outstanding sums including, but not limited to, the publishing of Notice of Arrears and suspending the use of common facilities including deactivating access cards and use of car park. No Occupant, owner and/or tenant may take any action against the Management for any losses suffered thereby.

# OTHERS

-Section 5-



### 5.1 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.

### 5.2 CO-OPERATION

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.

All Occupants shall provide the Management their contact addresses and telephone numbers 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.

### 5.3 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.

## 5.4 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.

## 5.5 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 Sales & Purchase Agreement and Deed of Mutual Covenants entered into between each Owner-Occupant and the Original Proprietor.

## 5.6 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.

## 5.7 NON COMPLIANCE OF BY LAW

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.

# CONTACT LIST

-Section 6-



### 6.1 CONTACTING THE MANAGEMENT

**GENERAL ENQUIRIES:** Please contact our Customer Service Department (during office hours):

Contact Number : 03-7957 4933

Email [customersvc@jayaone.com.my](mailto:customersvc@jayaone.com.my)

Office hour:

9am – 6pm (Monday – Friday)

**EMERGENCY:** Please contact our Security Control Room (24 hours):

Contact Number : 03-7958 2919

**ACCESS CARD & PARKING:** Please contact/approach our Car Park Office:

Contact Number : 03-7491 0599

Address:

100-P2.011A, Block J, Jaya One,

No. 72A, Jalan Universiti,

46200, Petaling Jaya,

Selangor

(Opposite Cold Storage at Level P2, Near Escalator)

Operating Hour:

10am – 10pm (Monday-Sunday)

### 6.2 EMERGENCY CONTACT LIST

Emergency Numbers		
Police / Ambulance	999	
Fire & Rescue Department (BOMBA)	994	From mobile phone
Civil Defence	991	112
Rakan Cop	03-2115 9999	SMS 32728
POLICE & FIRE DEPARTMENT		
Balai Polis SS2	03-7965 2222	
Balai Bomba dan Penyelamat Damansara	03-7729 4444	
HOSPITALS		
Assunta Hospital	03-7728 3433	
University Hospital	03-7956 4422	
Sunway Medical Centre	03-7491 9191	
Sime Darby Medical Centre (formerly known as Subang Jaya Medical Centre)	03-5634 1212	
Pantai Medical Centre	03-2296 0888	
Damansara Specialist Hospital	03-7722 2692	
Kuala Lumpur General Hospital	03-2692 1044	
Majlis Bandaran Petaling Jaya (MBPJ)		
Main Office	03-7956 3544	
Public Complaints Unit	03-7954 2020	
Enforcement Department	03-7958 8085	
Health Department	03-7957 9823	
Building Department	03-7956 3544 (ext 257)	
Assessment Department	03-7956 3544	
	Pejabat Daerah / Tanah Petaling	
Land Office	03-5633 1963	
UTILITY SERVICES		
Telekom	03-7728 3003	
Tenaga Nasional	03-7955 7733	
TAXI NUMBERS		
Sunlight	03-9057 5757	
Comfort Cab	03-8024 2727	
Super Cab	03-7805 3333	
Airport Limousine	03-8787 3675	
AIRPORT		
KLIA Counter/Flight Inquiry	03-8776 4389	
MAS Reservation	03-7846 3000	
Air Asia Reservation	03-7651 2211	



### 6.3 Contact Details related to the Development

#### Architect

Company Name	BEP AKIETK SDN BHD
Address	6th & 7th Floor Bangunan KWSP, Damansara Fairway, 6A Persiaran Tropicana, 47410 Petaling Jaya, Selangor.
Phone	03 – 7806 1888
Fax	03 – 7806 2882

#### Civil & Structural Engineer

Company Name	JPS CONSULTING ENGINEERING SDN BHD
Address	Unit A-11-5, 5th Floor, Block A, Jaya One, Seksyen 13, 72A Jalan Univeristi, 46200 Petaling Jaya, Selangor
Phone	03 – 7988 2496
Fax	03 – 7955 6810

#### Mechanical & Electrical Engineer

Company Name	COBURG CONSULING SDN BHD
Address	No. 63-2B, Jalan Bandar Satu, Pusat Bandar Puchong, 41000 Puchong, Selangor
Phone	03 – 5891 1616
Fax	03 – 5891 1613

#### Surveyor

Company Name	JURUKUR RESOURCERS SDN BHD
Address	No.50-2, Jalan PJU 5/20D, The Strand, Kota Damansara, 47810 Petaling Jaya, Selangor
Phone	03 – 6142 7371
Fax	03 – 6142 7370

#### Main Contractor

Company Name	AL – AMBIA SDN BHD
Address	No. 5, G – 01, Ground Floor, Jalan Semangat, 46200 Petaling Jaya, Selangor
Phone	03 – 7954 3510
Fax	03 – 7954 3520

### 6.4 Contact Details related to Services within the Parcel

#### Electrician

Company Name	JESCOBINA (M) SDN BHD
Address	1-3, 3rd Floor, Wisma Low Siew Eng, Jalan 1/92C, Off Batu 3 1/4, 56100 Kuala Lumpur.
Phone	03 – 9200 6313
Fax	03 – 9283 0288

#### Pest Control

Company Name	New Tech Pest Control
Address	No. 90 & 90A, Jalan SG4/8, Taman Sri Gombak, 98100 Batu Caves, Selangor Darul Ehsan.
Phone	03 – 6185 1011
Fax	03 – 6185 6011

#### Plumber

Company Name	PEMBINAAN LIAN KEONG SDN BHD
Address	1590, Jalan E3/5A, Taman Ehsan Kepong, 52100 Kuala Lumpur.
Phone	03 – 6272 8421
Fax	03 – 6272 9530

#### Air-Cond System

Company Name	United Straits M&E Sdn Bhd
Address	Lot 9, Jalan 13/6, 46200 Petaling Jaya, Selangor.
Phone	03 – 7957 5022
Fax	03 – 7956 5988

The contact list above is our panel. You may engage your own supplier/contractor for any related services inside your unit.

### 6.5 Contact Details related to System and Appliances within the Parcel

#### Eubiq Power System (for Type C Condominium only )

Company Name	Exaltech Sdn Bhd
Address	A-15-P1, Jaya One, No. 72A, Jalan Universiti, 46200 Petaling Jaya, Selangor
Phone	603-1 300 222 500
Fax	603 – 7956 1000

#### Home Appliance

Company Name	Electrolux Home Appliance Sdn Bhd
Address	7th Floor, Tower 2, Jaya 33, No.3, Jalan Semangat, Seksyen 13, 46100 Petaling Jaya, Selangor.
Handphone	012 393 8068 (Cho Chun Fei)
Phone	03 – 7843 5827
Fax	03 – 7955 5511

#### Kitchen Cabinet

Company Name	Signature Kitchen Sdn Bhd
Address	Lot 24, Jalan Teknologi, Taman Sains Selangor, Kota Damansara, PJU 5, P.J Selangor.
Handphone	012 – 313 6661 (Jeffrey Tai)
Phone	03 – 6286 7000

#### Sanitary Wares

Company Name	W.Atelier
Address	Lot 9B-3A, Jalan Kemajuan, Sec.13, 46200 Petaling Jaya, Selangor
Handphone	03 – 7960 2888
Phone	03 – 7955 3846

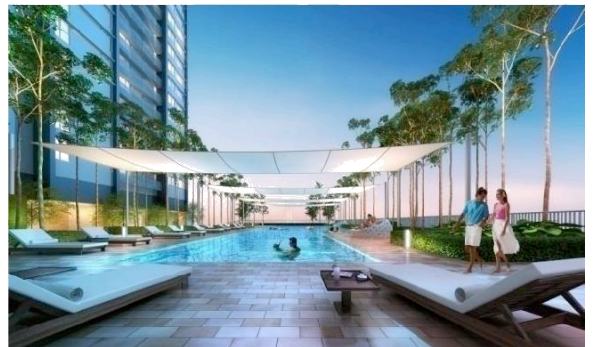
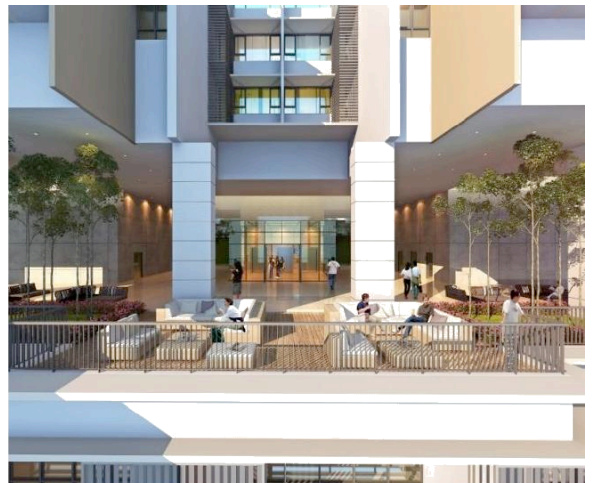
#### WC Water Faucets

Company Name	Better Living Grand Sdn Bhd
Address	No.1, Jalan 13/1, 46200 Petaling Jaya, Selangor.
Handphone	03 – 7957 8863
Phone	03 – 7957 6293

The supplier list above is our panel. You may engage your own supplier/contractor to maintain or repair the equipments inside your unit.

# APPENDICES

## -Section 7-



### PENALTY

Unit No:

Date of Issuance:

Time of Issuance:

No	Tick (✓)	Penalty Items	Penalty Charges (RM)	
1	<input type="checkbox"/>	Tempering with fire equipment	1,750.00	Per incident
2	<input type="checkbox"/>	Burst water pipe	500.00	Per incident
3	<input type="checkbox"/>	Blockage to drainage pipe	500.00	Per incident
4	<input type="checkbox"/>	Damage to lift	500.00	Per incident
5	<input type="checkbox"/>	Damage to common area	500.00	Per incident
6	<input type="checkbox"/>	Refuse, materials at common area	100.00	Per day until removed
7	<input type="checkbox"/>	Removal of refuse, materials from common area	500.00	Per incident
8	<input type="checkbox"/>	Illegal tapping of power supply	1,000.00	Per incident
9	<input type="checkbox"/>	Illegal tapping of water supply	500.00	Per incident
10	<input type="checkbox"/>	Blowing fuse at TNB cut-off fuse	100.00	Per incident
11	<input type="checkbox"/>	Exceeded power supply load	250.00	Per day until rectify
12	<input type="checkbox"/>	Non-compliance with electricity circuitry standard	250.00	Per day until rectify
13	<input type="checkbox"/>	Leakage to units below caused by damage to floor slabs	1,500.00	Per incident
14	<input type="checkbox"/>	Leakage to units below due to non-compliance to water proofing	1,500.00	Per incident
15	<input type="checkbox"/>	Non-compliance to floor / dirt trap	100.00	Per day until rectify
16	<input type="checkbox"/>	Hacking and drilling outside permitted hours	100.00	Per incident
17	<input type="checkbox"/>	Delivery, loading & unloading vehicles obstructing traffic	50.00	Per incident or clamping
18	<input type="checkbox"/>	Starting work without renovation permit	1,500.00	Per incident & stop work order
19	<input type="checkbox"/>	Workers not wearing security tags	100.00	Per incident
20	<input type="checkbox"/>	Workers not registering with security personnel	100.00	Per incident
21	<input type="checkbox"/>	Non-compliance with Renovation Guidelines	100.00	Per day until rectify
22	<input type="checkbox"/>	Renovating with doors or roller shutter left open	100.00	Per incident
23	<input type="checkbox"/>	Workers found staying in units	100.00	Per incident
24	<input type="checkbox"/>	Unauthorized interference of air conditioning, escalator, elevator & travelator	500.00	Per incident
25	<input type="checkbox"/>	Unauthorized washing of tools, equipment in any part of building	500.00	Per incident
26	<input type="checkbox"/>	Absence of fire extinguisher during hot work	300.00	Per incident
27	<input type="checkbox"/>	Littering in any part of building	100.00	Per pax / incident
28	<input type="checkbox"/>	Replacement of lost letterbox key	50.00	Per key
29	<input type="checkbox"/>	Caught smoking, eating and drinking at unauthorized place	100.00	Per incident
30	<input type="checkbox"/>	Misuse of Lifts	200.00	Per incident
31	<input type="checkbox"/>	Others		

Issued by:

Date:

Received by:

Signature:

Name:

# SECTION 7

## 7.2 – Forms & Letters



## THE RESIDENCES

\*Passport Size Photo

### Occupant Information Form – Owner

☐ New Information ☐ Update Information

\* indicates "Required" field to fill in

OWNER'S INFORMATION	
Unit No.*:	
Name*:	Nationality*:
Gender*: <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status*:
IC No./Passport No.*:	Mobile*:
House phone:	Office Phone:
Email*:	Number to Call (In Case of Emergency)*:
Mailing Address (if outside The Residences, Jaya One)*:	
* Attach the following documents: <input type="checkbox"/> one (1) copy of Identification Card (IC) – for Malaysian / Passport – for Non Malaysian <input type="checkbox"/> one (1) passport sized photo	

OTHER OCCUPANTS & RELATIONSHIP TO OWNER (including children, siblings, maid, etc)				
No	Name	Relationship	Occupation	Age
1				
2				
3				
4				
5				
6				

#### Owner's Declaration:

I \_\_\_\_\_ hereby confirm that the above information is true, correct and complete. I hereby confirm that I have read, understood and accepted The Residences House Rules & By Laws.

Signed:

Date:

#### FOR OFFICE USE ONLY

Form Submission Date: \_\_\_\_\_ (DD) \_\_\_\_\_ (MM) \_\_\_\_\_ (YYYY)  
Received by:

Reviewed by:  
Date: \_\_\_\_\_ (DD) \_\_\_\_\_ (MM) \_\_\_\_\_ (YYYY)

From: \_\_\_\_\_

To: ☐ Car Park Management  
☐ Customer Service Department  
☐ Credit Control Department  
☐ Security Department

Acknowledge Receipt		
Signature	Name	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____





## THE RESIDENCES

Passport Sized Photo

### Occupant Information Form – Tenant

\* ☐ New Information ☐ Update Information

\* indicates "Required" field to fill in

TENANT'S INFORMATION			
Unit No.*:			
Name*:		Nationality*:	
Gender*:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status*:	
IC No./Passport No.*:		Mobile*:	
House phone:		Office Phone:	
Email*:		Number to Call (In Case of Emergency)*:	
Tenancy Start Date*: (DD) (MM) (YYYY)			
Tenancy End Date*: (DD) (MM) (YYYY)			
* Attach the following documents:			
<input type="checkbox"/> one (1) copy of Identification Card (IC) – for Malaysian / Passport – for Non Malaysian			
<input type="checkbox"/> one (1) copy of Visa for Non Malaysian			
<input type="checkbox"/> one (1) copy of reference letter from employment company or form 4 9 & 2 4 (for self- employed)			
<input type="checkbox"/> one (1) passport sized photo			
<input type="checkbox"/> one (1) copy of tenancy agreement			
<input type="checkbox"/> Other documents/information as required: _____			

OTHER OCCUPANTS & RELATIONSHIP TO TENANT			
No	Name	Relationship	Age
1			
2			
3			
4			
5			
6			

#### Tenant's Declaration:

I \_\_\_\_\_ hereby confirm that the above information is true, correct and complete. I understand that I must inform the Management if any of the above information changes. I hereby confirm that I have read, understood and accepted The Residences House Rules & By Laws.

Signed:

Date:



Turn to the back page



## THE RESIDENCES

OWNER'S INFORMATION & DECLARATION:	
Name*:	
Contact No (Mobile)*:	IC No./Passport No.*:
Mailing Address*:	
<b>Declaration &amp; Consent from Owner*:</b>	
I _____, owner of unit _____ hereby:	
<ol style="list-style-type: none"><li>confirm that my unit is being rented to my tenant _____.</li><li>agree and authorize the above mentioned tenant to apply and collect the Access Card from the Management.</li><li>agree to keep the Management informed if there is any changes with my tenant and tenancy.</li><li>attach a copy of the tenancy agreement for the Management's record and reference.</li><li>confirm that that I have read, understood and accepted The Residences House Rules &amp; By Laws.</li></ol>	
Signed:	Date:

FOR OFFICE USE ONLY																			
<b>Form Submission Date:</b> _____ (DD) _____ (MM) _____ (YYYY) <b>Received by:</b>	<b>Reviewed by:</b> <b>Date:</b> _____ (DD) _____ (MM) _____ (YYYY)																		
<b>From Name:</b> _____	<table border="1"><thead><tr><th colspan="3"><u>Acknowledge Receipt</u></th></tr><tr><th>Signature</th><th>Name</th><th>Date</th></tr></thead><tbody><tr><td>_____ /</td><td>_____ /</td><td>_____</td></tr><tr><td>_____ /</td><td>_____ /</td><td>_____</td></tr><tr><td>_____ /</td><td>_____ /</td><td>_____</td></tr><tr><td>_____ /</td><td>_____ /</td><td>_____</td></tr></tbody></table>	<u>Acknowledge Receipt</u>			Signature	Name	Date	_____ /	_____ /	_____	_____ /	_____ /	_____	_____ /	_____ /	_____	_____ /	_____ /	_____
<u>Acknowledge Receipt</u>																			
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<b>To:</b> <input type="checkbox"/> Car Park Management <input type="checkbox"/> Customer Service Department <input type="checkbox"/> Credit Control Department <input type="checkbox"/> Security Department																			

## ACCESS CARD APPLICATION FORM

\* indicates required field to fill in

<b>Tick One (✓)</b> <b>* Types of Occupant:</b> <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <b>*Types of Application</b> <input type="checkbox"/> New <input type="checkbox"/> Lost Card Replacement <input type="checkbox"/> Damaged Card Replacement <b>No. of Card(s): [    ]</b>	<b>Note:</b> 1. Access Card Deposit – RM100 each card (refundable upon completion of moving out) 2. Lost/Permanently Damaged Card Replacement – penalty of RM2 50 each card (non- refundable). There will be a further penalty for repetition of losing or damaging the access card. Refer to The Residences: House Rules & By Laws for further details. 3. Processing Period: Five (5) working days subject to completeness of information submitted. 4. This application form must be <b>enclosed</b> with Occupant Information Form (Owner/Tenant) except application for lost/damaged card replacement. 5. Access card to be returned to the Management upon moving out
---	--

## APPLICANT'S INFORMATION

Unit No.*:	
Name*:	
IC No./ Passport No.*:	Mobile*:
Email:	

## TYPE OF CONDOMINIUM - Tick One (✓) according to the condominium you stay in (For NEW application only):

Tick (✓)	Type of Condominium	Entitlement of Card (Full Access)	Tick (✓)	Additional Entitlement of Card (Limited Access)
<input type="checkbox"/>	One-Bedroom Condominium	1 card	<input type="checkbox"/>	1 card
<input type="checkbox"/>	Two-Bedroom Condominium	2 cards	<input type="checkbox"/>	2 cards
<input type="checkbox"/>	Three-Bedroom Condominium	3 cards	<input type="checkbox"/>	3 cards

\*Full access – Access to Car Park &amp; Access for Security Doors of The Residences

\*Limited Access – Access for Security Doors of The Residences only

## DETAILS OF ACCESS CARD HOLDER

Card Type	No	Name	IC No./Passport No.	Vehicle Reg No.	Vehicle Brand & Model	Vehicle Colour	For Management to fill in:		
							Access Card Serial No		Car Park Lot No.
							New	Old	
Full Access	1								
	2								
	3								
Limited Access	1								
	2								
	3								

## Terms &amp; Conditions:

- I fully understand that the number of card that I am entitled to has already been assigned and is according to the type of condominium I am staying in.
- I fully understand that the access card deposit is only refundable upon returning the card to the Management in good condition and I agree that the Management reserves the right to forfeit the deposit if the returned card is in bad condition except for fair wear and tear condition. For avoidance of doubt, fair wear and tear condition is after 12 months.
- I fully understand that I will be solely responsible for the safekeeping of the access card issued to me. Any misplaced/lost/permanently damaged access card must be reported to the Management. A penalty charge of RM2 50 .00 each card will be imposed on me. I also fully understand that there will be a further penalty for repetition of losing or damaging the access card and I have read the clause 3.4 stated in The Residences: House Rules & By Laws.
- The Management reserves the right to alter or amend any of the terms and conditions at its sole discretion without prior notice.

## Applicant's Declaration's

I \_\_\_\_\_ hereby confirm that the above information is true, correct and complete. I hereby also confirm that I have read and agree with the terms and conditions stated above.

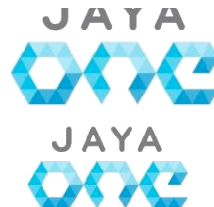
Signed:

Date:

## FOR OFFICE USE ONLY

1. Form Submission Date: _____(DD) _____(MM) _____(YYYY) Time: _____ Amount of Deposit/Penalty Received: RM _____ Received by: _____ Name: _____ 2. Acknowledgement by Credit Control Department: Name: _____ Date: _____ <input type="checkbox"/> Settled all outstanding Remarks:	3. Security Department Remarks: Approved by: Name: _____ Date: _____(DD) _____(MM) _____(YYYY)	Acknowledgement by Applicant Upon Receipt of Card(s):  Signed: Date:
--	--	---

# The Residences THE RESIDENCES



## APPLICATION FOR REFUND AND RETURN ACCESS CARD FORM

\* indicates required field to fill in

Tick One (✓)

\* Types of Occupant:

☐ Owner ☐ Tenant

**Note:**

1. Lost/Permanently Damaged Card – penalty of RM250 each card (non-refundable).

2. The refund of deposit will take up to fifteen (15) working days subject to completeness of information submitted.

### APPLICANT'S INFORMATION

Unit No.\*:

Name\*:

IC No./Passport No.\*:

Mobile\*:

Payee Name (as per bank account)

Cheque Payable to\*:

(Write in BLOCK letters)

### Terms & Conditions:

- I fully understand that the access card deposit is only refundable upon returning the card to the Management in good condition and I agree that the Management reserves the right to forfeit the deposit if the returned card is in bad condition except for fair wear and tear condition. For avoidance of doubt, fair wear and tear condition is after 12 months.
- The Management reserves the right to alter or amend any of the terms and conditions at its sole discretion without prior notice.

### Applicant's Declaration's

I \_\_\_\_\_ hereby confirm that the above information is true, correct and complete. I hereby also confirm that I have read and agree with the terms and conditions stated above.

Signed:

Date:

### FOR OFFICE USE ONLY

#### 1. Customer Service Department

Form Submission Date: \_\_\_\_\_ (DD) \_\_\_\_\_ (MM) \_\_\_\_\_ (YYYY)  
Received & Checked by:  
Name:

#### 3. Reason of Returning Card:

- ☐ Moving Out ☐ Change of Owner  
☐ Rent to Tenant ☐ Others: \_\_\_\_\_

2. Termination Date: \_\_\_\_\_ (DD) \_\_\_\_\_ (MM) \_\_\_\_\_ (YYYY)

4. Attach Occupant Information Form ☐

#### 5. DETAILS OF ACCESS CARD

Card Type	Access Card Serial No	Car Park Lot No.	Deposit (RM)	Remarks (ie. Penalty RM)
Full Access				
Limited Access				
*Full access – Access to Car Park & Access for Security Doors of The Residences *Limited Access – Access for Security Doors of The Residences only			Total Amount to Refund:	RM:

#### 6. Credit Control Department Verification:

Name:  
Date:

☐ Settled all outstanding

Remarks:

#### 7. Approval to Refund

Approved by:  
Name:  
Date:

#### 8. Account Department – Process to Refund by:

Name:  
Date:

#### 9. Return Card to Security Department

Received & Checked by:

Name:

#### Acknowledgement by Applicant Upon Receipt of Refund:

Signed:  
Date:

		Date:	
--	--	-------	--

# The Residences

FACILITIES BOOKING APPLICATION FORM		* indicates required field to fill in	
<b>Tick One (✓)</b> <b>*Types of Occupant:</b> <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<b>Note:</b> 1. Booking is available for Occupants only and will be on a 'first-come-first serve' basis. All bookings shall give an advance of seven (7) days notice. Refer to Management for on the rental rates. 2. Guests list must be provided to Management three (3) days prior to the function. 3. The maximum duration of the hall usage is two (2) days per one booking. A deposit of RM500.00 per day must be paid to Management upon confirmation. The deposit will be refunded after a joint inspection with Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the balance will be back charged to the Occupant respectively. 4. Usage is available from 9.00 am - 10.00 pm daily. 5. The function room is equipped with kitchen area for preparation. Occupants or their caterer must only use this area for preparation. Kitchen equipments including gas tank to be provided by Occupant or the caterer themselves.		
<b>APPLICANT'S INFORMATION</b>			
Unit No.*:			
Name*:			
IC No./Passport No.*:		Mobile*:	
Email:		House No:	
<b>DETAILS OF THE FUNCTION</b>			
*Date of Function:			
Starting Time of Function (including preparation time):		Ending Time of Function (including tear down):	
*Purpose of the Function:			
*No. of Guests:			
<b>DEPOSITS &amp; RENTAL FEES</b>			
	Meeting Room	Function Room	BBQ Gazebo
Deposit - Refundable	RM500	RM500	RM200
Rental Fee – Half Day (less than 6 hours) – Non-Refundable	RM75	RM75	RM50
Rental Fee – Full Day (more than 6 hours) – Non- Refundable	RM150	RM150	RM100
<b>Equipment Rental Fee – Non- Refundable</b>	<b>Unit</b>		
Table – RM10			
Chair – RM1			
<b>Total</b>			
<b>Applicant's Declaration's</b>			
I _____, hereby declare that I have read the Jaya One: The Residences House Rules & By Laws, the Rental Fee Schedule and Conditions for Use of the Facilities and hereby agree to abide by the terms and conditions for the use of the facilities. I understand that failure to comply with these requirements may result in the suspension of my booking or future booking of any facilities.			
Signed: Date:			
<b>FOR OFFICE USE ONLY</b>			
<b>1. Form Submission Date:</b> _____(DD) _____(MM) _____(YYYY) <b>Received by:</b> _____ <b>Name:</b> _____	<b>3. Approved by:</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Remarks:</b>	<b>4. Refund of Deposit</b> <b>Inspected &amp; Approved by:</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Remarks:</b>	
<b>2. Acknowledgement Receipt by Credit Control Department:</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Amount: RM</b> _____ <input type="checkbox"/> Cash <input type="checkbox"/> Cheque No. _____	<b>5. Refund of Deposit of RM</b> _____ <b>Received by:</b> _____ <b>Date:</b> _____		

Date :  
To: **Jaya One Management**  
89-P2, Block H, Jaya One,  
No. 72A, Jalan Universiti,  
46200 Petaling Jaya,  
Selangor Darul Ehsan

Dear Sir/Madam,

**Re: Letter of Undertaking & Penalty Acknowledgement**

I/We read and understood the list of penalties stated below and will take full responsibility of any damages.

I/We also hereby undertake full responsibility if I/we contravene to the clause contained with The Residences House Rules and By Laws and The Residences Renovation Guide.

Signature : \_\_\_\_\_  
Name of Owner/Tenant : \_\_\_\_\_  
NRIC : \_\_\_\_\_

List of Penalties			
Tampering with fire equipment	1,750 - Per incident	Hacking and drilling outside permitted hours	100 - Per incident
Burst water pipe	500 - Per incident	Delivery, loading & unloading vehicles obstructing traffic	50 - Per incident or clamping
Blockage to drainage pipe	500 - Per incident	Starting work without work permit	1,500 - Per incident & stop work order
Damage to lift	500 - Per incident	Workers not wearing security tags	100 - Per incident
Damage to common area	500 - Per incident	Workers not registering with security personnel	100 - Per incident
Refuse, materials at common area	100 - Per day until removed	Non-compliance with Renovation Guidelines	100 - Per day until rectify
Removal of refuse, materials from common area	500 - Per incident	Renovating with doors left open	100 - Per incident
Illegal tapping of electricity supply	1,000 - Per incident	Workers found staying in units	100 - Per incident
Illegal tapping of water supply	500 - Per incident	Unauthorised interference of air conditioning, escalator, elevator & travellerator	500 - Per incident
Blowing of cut-off fuse	100 - Per incident	Unauthorised washing of tools, equipment in any part of building	500 - Per incident
Exceeded electricity supply load	250 - Per day until rectify	Absence of fire extinguisher during hot work	300 - Per incident
Non-compliance with electricity circuitry standard	250 - Per day until rectify	Littering in any part of the building	100 - Per pax / incident
Leakage to units below caused by damage to floor slabs	1,500 - Per incident	Caught smoking, eating and drinking at unauthorised place	100 - Per incident
Leakage to units below due to non-compliance to water proofing	1,500 - Per incident	Caught smoking, eating and drinking at unauthorised place	100 - Per incident
Non-compliance to floor / dirt trap	100 - Per day until rectify	Misuse of Lifts	500 - Per incident
		Others:	