

**MINUTES OF THE 5<sup>TH</sup> ANNUAL GENERAL MEETING  
THE SCOTT GARDEN JOINT MANAGEMENT BODY**

**held on Saturday – August 20, 2022 at 10.00 a.m.**

Multi-Purpose Hall, Block B, Level 5,  
289, Jalan Kelang lama, 58200 Kuala Lumpur

**Present:**

- A) **Owners & Proxies** : As per the appended attendance list with  
respective Voting card number
- B) **Management Committee** :
- Mdm Ong Poh See - Chairlady
  - Dato' Foo Wei Sze - Treasurer
  - Mdm Pang Soo Lan - Member
  - Mdm Sherwin Shia Yen Fong - Member (Absent with apologies / Covid)

**In Attendance:**

- C) **Managing Agent** :
- HSR Sdn Bhd
  - Mr Jerry Wong Weng Keong - CEO
  - Mr Jacob Goh - Operations Manager
  - Ms Julia Lee Ning Chuan - Operations Executive

**By Invitation:**

- D) **Legal Adviser** : Chee Hoo & Associates  
Mr Lai Chee Hoe
- E) **External Auditors** : W.K. Hong & Co.  
Mr Lo Chok Woen
- F) **Chartered Surveyor** : Yap Sze Lin Sdn Bhd  
Sr. Kevin Yap
- G) **Others:**  
Mr Eddie Chuah - Management Services Consultant  
Mr Charles Ooi - Minutes-writer  
HSR support staff

**Commencement of the 5<sup>th</sup> Annual General Meeting**

At 10.00 a.m., Mr Jerry Wong, announced that the quorum required for the AGM as provided in Paragraph 15 of the Second schedule of the Strata Management Act 2013 (Act 757) which is one half of the eligible members (being 301 parcels of the 600 units from the 1,299 units which Scott Garden Joint Management Body is comprised of), was not present with only 46 units represented. He stated that the meeting had to wait for a further 30 minutes till 10.30 a.m. and that the parcel owners entitled to vote and present then shall constitute quorum.

At 10.30 a.m. the meeting was called to order with Mr Jerry Wong welcoming everyone, and state that attendance of eligible parcel owners is now 89 units being represented to declare the 5<sup>th</sup> AGM of Scott Garden Joint Management Body (SGJMB) to be in session. He then introduced the members of the outgoing Joint Management Committee (JMC) seated at table (as listed first above), together with Mr Lai Chee Hoe, the JMB's legal adviser, who had been appointed to act as the facilitator to moderate the proceedings of the meeting.

Mr Lai Chee Hoe, called the attention of the members on the floor that the agenda for this AGM has 26 items to be dealt with and would require a proposer and seconder for each motion to be moved and voted for unless objected to or further clarification is sought.

He said that proceedings would be captured by video-recording and in writing and those who wished to address the meeting to raise their call-card and step up to the microphone to speak when given the floor that the matter is properly recorded.

No	<b>AGENDA</b>
1	<p><b><u>AGENDA No. 1 – AGM Chairman</u></b></p> <p>1.1. To elect a Chairman for Annual General Meeting</p> <p><b><u>Ordinary Resolution 1</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to elect a chairperson from those proprietors present who are entitled to vote from the parcel owners to preside over the 5<sup>th</sup> AGM of the JMB until its conclusion pursuant to Paragraph 16 of the 2<sup>nd</sup> Schedule of the Strata Management Act 2013."</i></p>
	<p>Mdm Ong Poh See (2-06), the Chairlady of the JMC of SGJMB, was proposed for the role by #17 (3-68), seconded by #9 - (A-16-17).</p> <p>#11 – (3-07) proposed that nomination be closed and Ong Poh See be the Chairperson for the meeting, seconded by #14 – (2-66), to be accepted by the floor, there being no other nominations put forward.</p> <p>Lai Chee Hoe, declared Mdm Ong Poh See as the Chairperson to preside over the meeting and to continue with the proceedings.</p> <p>Ong Poh See, thanked the floor for their attendance, saying she had anticipated a turnout of 300 persons, with seats and food catered for such numbers, to invite those seated outside to come into the room. She said that there were some 'housekeeping' corrections to the AGM Notice book issued, which was screened for their information, these were:-</p> <ul style="list-style-type: none"> <li>• Proposed upgrading of the Scott Garden façade;</li> <li>• Income statement (Page 58); insurance premium was left out and, water-charges (last line) was not included in the formula; hence the total expenses for SOHO should instead be at RM2.9 Million, with a deficit of RM363K instead of surplus; Retail at RM3.4 Million, instead of RM3.6 Million as a surplus; total is RM5.6 Million.</li> </ul>

<b>2</b>	<p><b>Agenda No. 2 – Rectification of previous AGM minutes</b></p> <p>2.1 To confirm and adopt the minutes of meeting of the first (1<sup>st</sup>) Annual General Meeting held on 13.3.2012 as attached in <b>Appendix 1</b> and to rectify the numerical order for all records including the Minutes of Meeting adopted in previous years of 2012, 2017, 2018 and 2019 <b>Appendix 2</b> as follow:</p> <table border="1" style="margin-left: 40px;"> <tr> <td>1<sup>st</sup> AGM</td> <td>Held on 13/03/2012</td> </tr> <tr> <td>2<sup>nd</sup> AGM</td> <td>Held on 21/01/2017 (Formerly referred to as 1<sup>st</sup> AGM)</td> </tr> <tr> <td>3<sup>rd</sup> AGM</td> <td>Held on 22/12/2018 (Formerly referred to as 2<sup>nd</sup> AGM)</td> </tr> <tr> <td>4<sup>th</sup> AGM</td> <td>Held on 02/11/2019 (Formerly referred to as 3<sup>rd</sup> AGM)</td> </tr> </table> <p>Lai Chee Hoe said that the agenda is comprised of 2 parts, as a restatement of the facts for adoption altogether.</p> <p>Ong Poh See, explained that the 1<sup>st</sup> AGM was held in 2012 where she was present and subsequently no further AGMs were held, until a group of SOHO owners after coming in later, sued the Developer, which then convened another AGM in 2017, calling it as the 1<sup>st</sup> AGM again when it should have been the 2<sup>nd</sup> AGM, so this is an amendment to the numerical facts. She added that although no accounts were presented, they actually passed a resolution for 10% late payment interest charge, which will become material when the JMB pursues past debts since 2012; that these past minutes are attached as appendices for their reference.</p> <p><b><u>Ordinary Resolution 2(a)</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to confirm and present the minutes of meeting of the First (1<sup>st</sup>) AGM of Scott Garden Joint Management Body by developer held on 13.3.2012 as attached in Appendix 1."</i></p> <p>#9 (B-18-10 proposed, seconded by #18 (2-33A), and there being no need for a vote on the matter nor any objections raised, it was confirmed and declared by the Chair to be passed and carried.</p> <p><b><u>Ordinary Resolution 2(b)</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body that the numerical order for all records including the Minutes of Meeting adopted in previous years of 2012, 2017, 2018 and 2019 Appendix 2 are being rectified as follows:</i></p> <table border="1" style="margin-left: 40px;"> <tr> <td>1<sup>st</sup> AGM</td> <td>Held on 13/03/2012</td> </tr> <tr> <td>2<sup>nd</sup> AGM</td> <td>Held on 21/01/2017 formerly indicated as 1<sup>st</sup> AGM</td> </tr> <tr> <td>3<sup>rd</sup> AGM</td> <td>Held on 22/12/2018 formerly indicated as 2<sup>nd</sup> AGM</td> </tr> <tr> <td>4<sup>th</sup> AGM</td> <td>Held on 02/11/2019 formerly indicated as 3<sup>rd</sup> AGM</td> </tr> </table> <p>#9 (B-18-10) proposed that the matter be moved, seconded by #17 (3-68) and there being no need for a vote on the matter nor any questions or objections raised, it was confirmed and declared by the Chair to be passed and carried.</p>	1 <sup>st</sup> AGM	Held on 13/03/2012	2 <sup>nd</sup> AGM	Held on 21/01/2017 (Formerly referred to as 1 <sup>st</sup> AGM)	3 <sup>rd</sup> AGM	Held on 22/12/2018 (Formerly referred to as 2 <sup>nd</sup> AGM)	4 <sup>th</sup> AGM	Held on 02/11/2019 (Formerly referred to as 3 <sup>rd</sup> AGM)	1 <sup>st</sup> AGM	Held on 13/03/2012	2 <sup>nd</sup> AGM	Held on 21/01/2017 formerly indicated as 1 <sup>st</sup> AGM	3 <sup>rd</sup> AGM	Held on 22/12/2018 formerly indicated as 2 <sup>nd</sup> AGM	4 <sup>th</sup> AGM	Held on 02/11/2019 formerly indicated as 3 <sup>rd</sup> AGM
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<b>3</b>	<p><b>AGENDA No. 3 - Minutes of the 4th Annual General Meeting (formerly known as 3rd AGM)</b></p> <p>3.1 To adopt the minutes of the 4th Annual General Meeting as attached in Appendix 3 held on 2.11.2019 after the following:</p> <p><i>Proposed amendments:</i></p> <p><i>To amend motion 10 which was read as "withdrawn" instead of "it was approved for JMC to attend court hearings with RM200 allowance".</i></p> <p><i>To amend the Item No.7(c) last paragraph in 4th AGM held on 2nd Nov 2019</i></p>																

	<p><i>"Unanimous Adoption by the Floor of Audited Financial Statements from 2013 – 2017" instead of "cannot be adopted Audited Financial Statements from 2013 – 2017 as they were not signed and not consolidated between Soho and Retail accounts".</i></p> <p><b><u>Ordinary Resolution 3</u></b> <i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to adopt the minutes for of the Fourth (4th) AGM of Scott Garden Joint Management Body held on 2.11.2019 as per attached in Appendix 3 with the amendments.</i></p> <p>#18 (2-33A), proposed, seconded by #16 (3-67), and there being no need for a vote on the matter nor any questions or objections raised, it was declared by the Chair to be adopted and passed.</p>
4	<p><b>AGENDA No. 4 – Presentation of Income &amp; Expenditure Statement (Appendix 4) and Report by Joint Management Committee (Present on AGM day)</b></p> <p>4.1 Report to be presented by outgoing Chairperson.</p>
	<p>Ong Poh See, explained that at the last AGM held in November 2019, 5 owners were elected as JMC members, with an additional mandatory seat for the Developer's representative, for which they never attended the meetings (although she was in communication with them). One elected member – Ms. Hee Wee Lee, had resigned midway, leaving the 4 of them to manage affairs since.</p> <p>They held 21 JMC meetings held since their period, both via zoom and physically in view of the pandemic shutdown and MCOs in between, with most having above 75% attendance record of these.</p> <p>She said that the AGM bundle was printed with comb-binding done for the 500 pages of documents, to be better presented and done more quickly with the same cost as photo-stating with the RM23K spent in organizing this re-scheduled AGM, including mailing cost, lunch-boxes, video &amp; PA system.</p> <p>Ong Poh See, recapped on the major agenda item previously approved at RM500K on capital expenditure which was done up last year for the refurbishment of the Swimming-pool due to pop-up tiles and being closed; tenders were called and the price negotiated to only RM360K and job awarded to KSPC, which was the original contractor. She thanked the tender subcommittee namely; Dato Tan and Verone Tan for their efforts.</p> <p>She said that as to the Bank balance, although the latest audited accounts still could not be produced, having inherited the past accounts which were very messy and numbers which do not tally in the books (which will be briefed upon shortly by the external auditor) and although started cleaning the accounts for the past 10 years, had since faltered due to the enormity of the work involved and opening numbers that does not tally. The then JMC came in with bank balance of RM2.0 Million (RM1.8 Million in FD), excluding the spend on the swimming-pool and with more than RM1 Million in creditors; the total amount in the Bank in now RM7.0 Million, with RM5.0 Million in FD, now transferred into Ambank earning 2.85% interest, which is the highest. <i>(a resounding round of applause arose in appreciation of their efforts).</i></p> <p>Ong Poh See, said that as for service providers between RM300-400K (excluding electricity for common area) is spent monthly as operating expenses with 30 days payment terms but with some disputed amounts, particularly for the security-guards who if illegal or, not bio-metrically recorded, will not be paid for, being looked after on a very hands-on method.</p> <p>She said the greatest challenge is the electricity which is supplied by the Developer – Aston Villa, which is a TNB licensee for the supply but which invoices presented the JMB cannot be rightly verified due to not having access to the switch-meter room and that a letter of demand (LOD) was received from Aston Villa amounting to RM29.8 Million.</p> <p>Defaulters owing for Tower-A of RM600K; Tower-B of RM500K and RM1.047 Million for Tower-C, which means SOHO owes RM2.2 Million to date. Defaulters in Retail owes RM6.4 Million for a total of RM8.7 Million due on the record but these are pure extractions as the accounts have not yet been audited and</p>

excluding Aston Villa's owing.

As to the Sigma lifts in Retail, they are already been in operations since 2012; what needs replacing is usually the step-chain which cost around RM58K per set and for escalators, there are 40 units of lifts; 4 units belongs to Aston Villa, which at some point the JMB is paying the cost, with only less than 15% of these lifts in working condition now. The 5 sets of replacements finally shipped in from China and installed, with the other parts being cannibalized for use was not effective enough as 3<sup>rd</sup> party service-providers were involved previously and things were not put right or parts had gone missing and safety features bypassed, hence the service is now reverted to the original vendor – Sigma, to get things going and certified by JKKK (Machineries Department), with another 15% expected to be back in operations by end of this month.

She said that Transync, which supplied and maintain the CCTV-cameras, was done on analogue format and in order to upgrade and pull cables for HD-IP-cameras, it would also be done progressively.

As to the access-card system where the monthly maintenance cost tens of thousands then and was not controllable with over 5,000 cards in circulation, it had been changed over to a higher-end non-cloneable type and had everyone to be re-registered for good security measure now.

The computers and Windows 7 software at MO were upgraded to Windows 11 operating system, for a sum of RM20K, as they had been working with this old equipment and formats since the start, for total Capex for the period of their term arriving at RM850K.

Ong Poh See then briefed on the Milestones achieved, namely:-

Code of Ethics & Pledge of Integrity & Transparency – signed by all JMC members and most service providers;

UBS accounting software (which was messy and non-accessible for viewing by owners) was migrated to G-Prop, which is still being reviewed as some features are still cumbersome and cannot accommodate advance payments knock-off

Billing by Share Units from Square Foot basis was in year 2020 under current JMC, as action could not be taken until this matter was in place, to get the billing method right by Law, in order to pursue it with the Tribunal or Courts. The billing were very messy over the years and for conversion and verification to be done was a huge effort.

Splitting of Management Office (MO) for Retail and SOHO – done during the MCO, so as to reduce crowding and movements, besides its not proper for Retail tenants and public to have to register to come up to SOHO 5<sup>th</sup> floor management office. She also commented that the property is built over 10 acres of land with a management office allocated but being used by Aston Villa as car-park office, matter of which will also need to be pursued.

She had offered her empty retail space on rental free basis for the purpose of the split team in order to focus to services necessarily undertaken then; matter of which is one of today's agenda for the approval to rent.

Building Community:

With 1,299 units and over 5,000 residents here and JMC being hands-on for the past extended term, she urged that the concerned owners all get together and view what are the real challenges to overcome to make things better overall, having started a WhatsApp group, was available to respond to owners on their concerns and views whenever possible.

Clearing of the Accounts:

Last term, the previous JMC produced the initial 5 years accounts which was not signed, being not done correctly nor was it consolidated that Retail & SOHO had come together in 2017, which would be explained upon by the Auditor shortly.

Organization Chart:

That managing agents and accounting agent have been appointed, as the backlog and amount of work is huge with the accounts not being in order nor up to date since; but, they finally managed to get a company; Exclusive Management Services which has been convinced to stay and able to undertake the task to clear up the backlogs and do the updates, acting as a check & balance on MO's accounting works, with its 2,000 plus transactions to handle monthly being a huge task itself; now having separated the Finance and Accounts handled by an independent service-provider and giving them the liberty to hire the necessary front desk staff as well. After the pandemic, getting proper and adequate staff has become an issue too; besides from handling moving-in & out, timely refund of deposit and constantly facing unreasonable residents & tenants who are bending the protocols and house-rules for the system to be further overstressed.

Property Managing Companies (PMC)

She stressed that after the pandemic, it has become difficult for managing agents to also get properly skilled and dedicated staff to be running at par levels and the standards expected were not being met, with these firms being changed or resigning after a while (with no offense meant to Jerry of HSR as the current provider), hence her Committee had to be very hands-on to augment some of their efforts and roles till settled; with staff costs being one of the highest expenses (as reflected in the budget).

In the case of past PMCs, Kondoservice's monthly expenses was RM90K with high cost of works being sub out to other service-providers. As for Proplead, which also charged around RM80K and then Majumerit at RM60K (as shown on slides). HSR, for which they managed to get expenses down to RM50K now, reason being that getting good Building Managers was difficult for such a large mixed development property, whereas such managerial positions are offered in excess of over RM7K for working at smaller condos of 500 units. She said that it is better for MO to split up the teams between Soho and Retail, as it would be difficult to find a competent and able person to manage both sections together and the cost would have to go up; also that the JMC also needs to retain consultants and adviser, inviting talented owners or residents to offer their service where able, due to our challenging site conditions.

Insurance Premiums:

The initial years was always in excess of RM290K per annum, tender meeting of which she sits in and finally there was an agency which came and studied the policy, to state that the JMB had been buying under the wrong code as Department Stores, which is cost a higher premium as it should be under Commercial lots, so the premium applied dropped to only RM130K, a saving of RM160K overall; with all savings, discounts and commissions given over to the JMB for the fire insurance bought.

Indah Water Billing:

Applies to all owners and JMB which was billed RM9K per month and over the last years had since shown an accumulated overdue sum of RM500K as demanded by the Debt-collector (outsourced by Indah Water), based on an assessment rates table, billed to 13 units of Retail, comprised of 4 major units owned by the Developer too. Now the sum, met with and recalculated by Indah Water's head-of-department, saw it reduced to only RM9K being owed by the JMB and not RM500K, which is a huge amount 'saved' pursuing the matter relentlessly, that it should have been charged only for the 9 units of meeting rooms under the JMB as per DBKL assessment factor and not the 4 large segments held under the Developer.

Turnaround Cycle:

Ong Poh See, summarized on the inherited matters in which period they had handled:

- Service-providers – all were reviewed and enabled a 30% savings across the board;
- Electricity matter to be pursued and where possible resolve 'out of court' else it gets sluggish & cumbersome;
- Licensing issues - since 2012 formation, no proper handover done with no AGMs for 5 years, yet fees went up from 30Sen to 60Sen per sq ft then
- Community support – fault-finding is easy to do with such a large property and the JMC and MO can never really satisfy everyone's expectations as to upkeep of facilities as breakdowns do occur & vandalism is quite rampant but it needs everyone's cooperation as this is their common home.
- Use of JMB Funds – is judiciously done and money set aside is used carefully with legal costs

	<p>incurred only where necessary, with RM200K for legal and RM2.4 Million for Upgrading works hoping agenda items will be moved shortly.</p> <ul style="list-style-type: none"> <li>• Defaulters – to liaise with and morally persuade them and resort to Tribunal as a final means to collect; adding that during the MCO, operating costs was around RM300K but collections only around RM150K and it was worrisome, balancing the funds to sustain operations and the JMC chopped off unnecessary expenses which now is for the floor to approve the many resolutions with financial provisions.</li> <li>• Accounts – had some disputes and LPI still applies and cannot be knocked off but there were lots of unidentified payments which need to be reconciled and overall improvement is needed.</li> <li>• Property Valuation – during and just after the pandemic &amp; MCO, the property value had dropped to only RM300K then but it has now come back up to the initial selling price of RM500-600K for SOHO; whereas for Retail's 3-storey units, it turned around to RM4.55 Million, so makes for a good valuation by any means.</li> </ul> <p>JMC Chairperson – Madam Ong Poh See, concluded her report for the extended term served, thanking fellow owners for the privilege of being able to serve, for which she had gained new insights herself and wished all well <i>(to receive a resounding round of applause from the members on the floor)</i>.</p>																														
5	<p><b>AGENDA No. 5 – To table the Auditor's Management Letter and Audited Financial Reports presented by WK Hong &amp; Co and table the past signed Audited Financial Reports</b></p> <p>5.1 To table the Management Letter in Appendix 5 and to present the audited Financial Report for the following financial years of 2013, 2014 and 2015 as attached in Appendix 6 WK Hong &amp; Co. dated 13 May.2022 and 27 May 2022 as provided in Appendix 5</p> <table border="1" data-bbox="280 786 908 854"> <tr> <td>Financial (Period of 3 Months)</td> <td>01/01/2013 – 31/03/2013</td> <td>Not Signed</td> </tr> <tr> <td>Financial Year Ended</td> <td>01/04/2013 – 31/03/2014</td> <td>Not Signed</td> </tr> <tr> <td>Financial Year Ended</td> <td>01/04/2014 – 31/03/2015</td> <td>Not Signed</td> </tr> </table> <p>5.2 To table all signed audited reports set out in Appendix 7 (Retail) and Appendix 8 (Soho) found in Management office and to note the different financial year ending date.</p> <table border="1" data-bbox="280 938 908 1198"> <thead> <tr> <th>Financial Year Ended</th> <th>For Retail</th> <th>Auditor</th> </tr> </thead> <tbody> <tr> <td>01/01/2012 - 31/12/2012</td> <td>Badan Pengurusan Bersama Scott Garden JMB (Retail only)</td> <td>Leou &amp; Associates</td> </tr> <tr> <th>Financial Year Ended</th> <th>For Soho</th> <th>Auditor</th> </tr> <tr> <td>14/03/2013 - 31/03/2014</td> <td>Scott Garden Soho Management Sdn Bhd</td> <td>Kumpulan Naga</td> </tr> <tr> <td>01/04/2014 - 31/03/2015</td> <td>Scott Garden Soho Management Sdn Bhd</td> <td>Kumpulan Naga</td> </tr> <tr> <td>01/04/2015 - 31/03/2016</td> <td>Scott Garden Soho Management Sdn Bhd</td> <td>Kumpulan Naga</td> </tr> <tr> <td>01/04/2016 - 31/03/2017</td> <td>Scott Garden Soho Management Sdn Bhd</td> <td>Kumpulan Naga</td> </tr> </tbody> </table> <p><b><u>Ordinary Resolution 5</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body that the incoming Joint Management Committee is authorized to appoint an accountant / independent auditor to carry out investigation, consolidation works and to ascertain the opening balances including all deposits received by Developer / Managing Agent."</i></p> <p>External Auditor – Mr Lo Chok Woen, from WK Hong &amp; Co, was called upon to present the auditor's management letter and financial report for the year of 2013, 2014 and 2015, for which he stated that he could not verify the numbers provided then for its accuracy, completeness, and fairness of it being properly</p>	Financial (Period of 3 Months)	01/01/2013 – 31/03/2013	Not Signed	Financial Year Ended	01/04/2013 – 31/03/2014	Not Signed	Financial Year Ended	01/04/2014 – 31/03/2015	Not Signed	Financial Year Ended	For Retail	Auditor	01/01/2012 - 31/12/2012	Badan Pengurusan Bersama Scott Garden JMB (Retail only)	Leou & Associates	Financial Year Ended	For Soho	Auditor	14/03/2013 - 31/03/2014	Scott Garden Soho Management Sdn Bhd	Kumpulan Naga	01/04/2014 - 31/03/2015	Scott Garden Soho Management Sdn Bhd	Kumpulan Naga	01/04/2015 - 31/03/2016	Scott Garden Soho Management Sdn Bhd	Kumpulan Naga	01/04/2016 - 31/03/2017	Scott Garden Soho Management Sdn Bhd	Kumpulan Naga
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<p>recorded in the accounts, which Mdm Ong had earlier explained the reasons why.</p> <p>He said that done were for historical figures which could not be verified, incomplete for tracing nor ascertained with accuracy and advised the JMC to stop the audit and, to focus on cleaning up the data before proceeding, as to work backward over 10 years till 2013 would still not produce any accurate report but only allow for a 'qualified opinion' of the best of the knowledge, so it is pointless and better to move on, as it would be of no purpose. So, as it is presented today, it would be for the floor to decide how it wants the matter resolved in clearing up the accounts.</p> <p>He highlighted that the audited period – 2013 consisted of only 3 months; 2014 and 2015 were for a 12-month period also ended on 31<sup>st</sup> March of the respective year; for which when SOHO was handed over around March 2013, the Developer had formed a company SOHO Management Sdn Bhd to manage it, instead of being under the JMB, which is against the Act.</p> <p>He mentioned that the year ended 31<sup>st</sup> March was to consolidate the figures of both the JMB and SOHO's management company figures then and in regard to these financial reports presented in 2019's AGM under agenda #7, there was a motion passed to adopt the audited financial statement, which was only meant for SOHO not consolidated numbers together with Retail and, which were not signed off by the auditors, neither the JMC office-bearers then and that being the case, it cannot be adopted. However, the minutes states that these were approved and adopted which is in conflict with the SMA that states only signed audited reports can be approved and adopted.</p> <p>2<sup>nd</sup> finding was the difference in Opening balances was not carried forward correctly since 2013 and the variances were substantial and could not be presented moving forward into the subsequent years, which needs to be cleared and restated anew as the Opening Balance for the ensuing period in order to for the current years' figures to be audited and signed off, matter of which will be presented for adoption under agenda 5 as an ordinary resolution</p> <p>3<sup>rd</sup> finding - inconsistencies and variances found in the billing of quit rent and insurance to owners which should be non-fluctuating amounts and with no trace documents to verify against these either.</p> <p>4<sup>th</sup> finding - expenses not allowed under SMA, was booked into the P&amp;L statement for the period, for marketing, etc. which was done then under the Developer's tenure, which the JMB might wish to consider seeking its recovery.</p> <p>5<sup>th</sup> finding - lots of missing documents such a payment vouchers and invoices for the initial 3 months and 2 years checked (itemised on page 68-70), the documents for 23 sets of expenditure items were no longer available for verification of these substantial sums.</p> <p>6<sup>th</sup>. finding – trade receivables not verifiable</p> <p>7<sup>th</sup> finding – prepayment accruals amounting to RM323K and RM342K were without breakdowns and not verifiable.</p> <p>8<sup>th</sup> finding – Cash and Bank balances - which a bank reconciliation is presented should only show under 2 matters: unrepresented cheques and uncredited lodgements but their report showed 7 items listed instead, which was a case of ineptitude and carelessness of accounts staff in preparing the report, which are not small sums: Uncredited showed RM2.2 Million; Unrepresented at RM1.3 Million; and, Unstated amount at RM1.12 Million, all of which could not be verified.</p> <p>He said he reported to the JMC on these figures and advised that it would need to be cleaned up or else it would be carried on forever in the accounts as no one would be able to verify these anymore.</p> <p>9<sup>th</sup> finding - As for cheques payable, these had been issued without supporting documents and, missing invoices not taken up into the accounts.</p> <p>10<sup>th</sup> finding – Accruals, carry forward amount from 2012, with no explanation or details which could not be</p>
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	<p>verified and would be reflected forever unless the data is cleaned. Unknown deposits for this 3 years alone is RM2.8 Million, which is bank-ins made by owners without details notified to MO and can't be rightly credited, (which he experienced seeing parcel owners coming into MO and disputing their bills, shouting that they had paid so during his recent visits), stating that the audit done on accruals was only done up till 2015.</p> <p>11<sup>th</sup> finding – Unclaimed monies of RM6K carried forward.</p> <p>12<sup>th</sup> finding - Refundable deposits – during VP time, before key is taken, a compulsory deposit is paid and if could be verified and potentially claimed by the owners concerned, could potentially run into the Millions.</p> <p>13<sup>th</sup> finding – Owing to Developer and vice-versa by the JMB</p> <p>14<sup>th</sup> finding – Consolidation of accounts – Retail &amp; SOHO should be together and thus far had been totally wrongly done and is a legal infringement.</p> <p>15<sup>th</sup> finding -Change of Financial Year from 31<sup>st</sup> March to 31st December not approved by an AGM.</p> <p>16<sup>th</sup> finding - Income-Tax Implications as JMB's income is taxable on a personal scale basis; from rentals, bank interest and other taxable items, for which a Tax-agent is required to be appointed although the IRS has not enforced checking on JMB/MC yet.</p> <p>17<sup>th</sup> finding – Handover by the Developer – Form 4 was not filed nor been able to verify the amount of funds handed over</p> <p>18<sup>th</sup> finding – Clean up the data of mistakes, errors or omissions needs to be done in order to proceed on cleaned numbers carried forward.</p> <p>The auditor said that because of these above stated reasons, he cannot factually present on the numbers of these past financial years' figures and can give an opinion and it would be for the floor to give its approval to the incoming JMC to arrange to do a clean-up, cut off and start fresh based on current numbers and balances.</p> <p>Ong Poh See, said that since the audit reports for these periods were not signed, neither the names of owners rightly stated with so much data messiness, which needs to be cleaned and made good, urged that resolutions 5,6 &amp; 7, all being tied together, would be for the floor to move on the matter, for a decision to investigate further and clean the accounts and not to keep qualifying it year on year because the opening did not tally then.</p> <p>Lai Chee Hoe, then moved that Ordinary Resolution 5 be moved, which saw #21 (B-20-36) proposing, seconded by #4 (B-10-26), with no objections raised, for the Chair to declare that the matter is passed.</p>
6	<p><b><u>AGENDA No. 6 - To give mandate to the in-coming Scott Garden Joint Management Committee to seek legal recourse against the Joint Management Committees from previous terms and/or the managing agents/property managers in the event of any anomalies/irregularities discovered and/or any losses suffered by Scott Garden Joint Management Body while investigating and auditing the backlog accounts.</u></b></p> <p><b><u>Ordinary Resolution 6</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Committee that Mandate is given to the in-coming Scott Garden Joint Management Committee to seek legal recourse against the previous Joint Management Committees and/or the managing agents/property managers/ previous auditors from the previous terms in the event of any anomalies/irregularities discovered and/or any losses suffered by Scott Garden Joint Management Body in the course of auditing the accounts from all past financial years under JMB."</i></p> <p>#1 (1-03A), proposed for Ordinary Resolution 6, to be moved, seconded by #9 (A-16-17), and there being</p>

	no objections raised, it was declared by the Chair to be unanimously passed and carried.
7	<p><b><u>AGENDA No. 7 – Accounts Database Review</u></b></p> <p>To give mandate to Scott Garden Joint Management Committee to review and reorganize any inherent discrepancies in and backlogged accounts before migrating to a new accounting and property management system.</p> <p><b><u>Ordinary Resolution 7</u></b></p> <p><i>“That it is hereby resolved that mandate is given to Scott Garden Joint Management Committee to proceed to review and reorganize accounts database before migrating to new accounting and property management system”</i></p> <p>#16 (3-67) proposed for Ordinary Resolution 7, to be moved, seconded by #7 (B-13A-08), and there being no objections raised, it was thereby declared by the Chair to be unanimously approved to be passed and carried.</p>
8	<p><b><u>AGENDA No. 8 - Election of Management Committee for the Joint Management Body</u></b></p> <p>To determine the number of members for Scott Garden Joint Management Committee to be of not less than three (3) and not more than fourteen (14) parcel owners.</p> <p><b><u>Ordinary Resolution 8</u></b></p> <p><i>“That it is hereby resolved and agreed upon by Scott Garden Joint Management Committee to determine the number of Committee members to be of not less than three (3) and not more than fourteen (14) parcel owners.”</i></p>
	<p>Lai Chee Hoe, said the current composition was 4 elected owners elected to the JMC with a mandatory seat for the Developer and the Act allows for between 3 and 14 members altogether, to request the floor to propose their choice of number.</p> <p>Jerry Wong, took over the proceedings for the elections, recording the calls made by the floor.</p> <p>#2 (2-03A) proposed for seven (7) elected owners, seconded by #16 (3-67)</p> <p>Nominations were then proposed to be closed by #9 (A-16-17), seconded by #16 (3-67) there being no other number raised from the floor for the number to be confirmed as an 8-member JMC, to be comprised of 7 parcel owners and the Developer’s representative, who is mandatorily accorded a seat.</p> <p>Ong Poh See said that 3 nomination forms had been received earlier to screen the names and unit numbers of the listed owners who had accepted their candidature, numbered 1 to 3 on the list below. She said that some of them on the outgoing JMC, all still being who were eligible would offer themselves as nominees and were willing to come on board once again as it would be good for continuity’s sake, asking that the floor propose the others to make the required numbers.</p> <p>The list of other owners whom had offered themselves to as candidates, were added as shown in the list below, to tally at 7 altogether, excluding the automatic seat for the Developer’s representative.</p> <p>#2 (B-22—09), proposed that based on the Share Unit allocation, 4 members should be from SOHO and 3 from Retail to be properly represented.</p> <p>The list of the nominees proposed as candidates to be elected to office of the JMC was then read out and confirmed by Jerry Wong, as detailed below:-</p>

No.	Nominee / Elected	Nominated by	Status
1	Lam Zi Zen B-20-23	Heng Yong Huat	New
2	On Zen Yau S1-19	Heng Yong Huat	New
3	Heng Yong Huat B-20-29	Heng Yong Huat	New
4	Pang Choon Kiat G-02	Ong Poh See 2-06	Current
5	Chang Lai Peng 2-33A	Ong Poh See 2-06	Current
6	Kan Weng Ho, Joseph C-18-01	Ong Poh See 2-06	New
7	Ong Poh See 2-06	Dato Foo Wei Sze 1-20	Current
8	Developer Rep.	Mandatory	Current

Ong Poh See said that the distribution of candidates to form the JMC was pretty balanced with from SOHO and 4 from Retail but there is a lot of work for SOHO, urging those who would like to help out, to volunteer themselves in the various Sub-committees to be set up.

#9 (2-65) proposed to close the nominations and for all 7 candidates to be accepted to form the JMC for the new term of 2022-2023 of SGJMB, seconded by #17 (3-68)

The Chair, confirmed that Ordinary Resolution 8, was thereby resolved with the 7 nominees accepted to form the 8-member JMC (including the Developer's representative) of SCJMB for the term of 2022-2023.

The newly-elect were each called to introduce themselves and say a few words, with all responding in positive manner of being of service for the common good of the property.

Ong Poh See stated that Lam Zi Zen was not present being abroad presently but his proxy and letter of acceptance as a nominee was received and qualified

To a query as to the professions of the newly-elected members, whether anyone was an engineer or accountant; Ong Poh See replied that she was a qualified but non-practicing accountant and two of the younger members were in the Construction trade; to urge fellow owner – Mr Ng Yee Siang, who is a retired engineer, to kindly come on board and lead the Technical Sub-committee. Mr Ng Yee Siang declined.

**9** **AGENDA No. 9- Adoption of Budget (Appendix 9) for the term from 1.4.2022 to 31.3.2023**  
To consider the annual operating budget for each component for the term from 1.4.2022 to 31.3.2023

**Ordinary Resolution 9**

*"That it is hereby resolved and agreed upon Scott Garden Joint Management Body that the annual operating budget from 1.4.2022 to 31.3.2023 as contained in Appendix 9 to reflect the actual or expected general or regular expenditure for each component pursuant to Section 23(3) Strata Management Act 2013."*

	<p>Ong Poh See, referred the floor to page 291-292 of the AGM book which shows the details out the proposed monthly budget for the period till March 31, 2023, highlighting the areas of concern:-</p> <p>Electricity charges where the current billing for the common area is by the Bulk Supplier is RM470K per month, including the interest of RM200K, which if not carefully attended to could lead to bankruptcy issues. She said that SOHO accounts for RM60K and Retail at RM80K which is only RM140K in total, as was estimated by an electrical consulting firm which did an initial walk-through to investigate the consumption, subsequently affirmed by another visiting engineer, who did a floor-by-floor check, to agree on the figure.</p> <p>Monthly operating expenditure for SGJMB is RM575K per month and RM7.0 million on an annualised basis.</p> <p>To a query why the SOHO water-charges was so high at RM518K for the year when they are billed directly; Ong Poh See explained that SOHO has 1,080 units with Retail at 219 units although only 100 lots are presently occupied but water is under a master-bill which is paid by the JMB first and then billed separately to the units, payments recorded under other income to nett off the individual usage from common.</p> <p>#2 (B-22-09), requested that the JMB considers reducing the basic monthly charge of RM36/- to units and only bill the actual consumption, whereas for unoccupied units, a basic charge of RM6/- which is currently applied in other residential properties be followed.</p> <p>Ong Poh See, thanked him for the proposal which the incoming JMC could look into but informed the floor that the monthly billing is RM50K which is to be made payable nonetheless and RM600K outstanding collectible from owners to be handled so that there will be no cash flow issues or supply disruption. She added that an aggressive collection drive would need to be undertaken to pursue settlement of the outstanding bills and if reduced and normalised to be healthy, lowering the basic charge could be proposed for Ordinary Resolution 9 to be moved, seconded by #8 (1-65), there being no further questions nor objections raised, to be approved and adopted, which was declared passed by the Chair.</p>
10	<p><b>AGENDA No. 10 –To consider the grant of restricted use of the designated parts of the Common Property</b></p> <p><b><u>Special Resolution 1</u></b></p> <p><i>"That it is hereby resolved and agreed by the Scott Garden Joint Management Body that the additional by-law for the grant of restricted use of the designated parts of the common property of Scott Garden (SOHO &amp; Retail), is hereby approved for adoption as follows:</i></p> <p>(a) <i>The adoption of the by-law herein is to enable a fair and equitable apportionment of the operating and maintenance cost of the services, utilities and facilities to reflect the actual or expected general or regular expenditure for each component pursuant to Section 23(3) Strata Management Act 2013 (SMA 2013);</i></p> <p>(b) <i>Pursuant to Section 32 of the SMA 2013 and in conjunction with paragraph 4 of the Prescribed by-laws set out in the Third Schedule of the Strata Management Regulations (Maintenance and Management) 2015, the grant of the use of the following designated parts of the common property where the use of all those parts of the common property including the services, utilities and facilities therein of Scott Garden is hereby restricted to the parcel owners herein stated below for the period commencing from 1.4.2022 until the date of handing over to the Management Corporation of Scott Garden) (hereinafter called the "Restricted Use of the designated parts of common property"):</i></p> <p>(i) <i>The use of all those parts of the common property including the services, utilities, and facilities therein, which are solely contained within and/or related to SOHO as shaded in pink of the strata plans as attached as Appendix 10 herein, will be restricted to all the residential parcel owners of SOHO;</i></p> <p>(ii) <i>The used of all those parts of the common property including the services, utilities and</i></p>

facilities therein, which are solely contained within and/or related to Retail as shaded in green on the layout plans attached as Appendix 11, will be restricted to all commercial parcel owners of Retail.

For the avoidance of doubt, all those parts of the common property that are not restricted to any of the above will be deemed as common property for all enjoyment and benefit of all parcel owners (herein after called the "Non-Restricted Use of the designated parts of common property").

- (c) Non-Restricted Use of the designated parts of Common Property: All parcel owners shall bear the costs of the management, maintenance, replacement, refurbishment and upgrading of the designation parts of the common property, including the services, utilities and facilities therein, that are used in common, in proportion to the share units of their respective parcels which will be reflected in their Charges to the Maintenance Account and sinking fund contribution to the Sinking Fund Account.
- (d) Restricted Use of the designated parts of Common Property: In each of the cases under the items (i) and (ii) of the subparagraph (b) herein, the said properties hereby receiving the benefit of the restricted use of such designated parts of the common property including the services, utilities and facilities therein shall bear the costs of the management, operation, maintenance, replacement, refurbishment and upgrading of the designated parts of the common property including the services, utilities and facilities therein, which will be reflected in their respective Charges to the Maintenance Account and sinking fund contribution to the Sinking Fund Account.
- (e) The operating expenditure budget, reflecting the actual or expected general or regular expenditure for each component pursuant to Section 23(3) SMA 2013 of the restricted use of the designated parts of the common property will be prepared for each financial year in respect of the management and maintenance of the common property, including the services, utilities and facilities in order to determine the fair and equitable rates of Charges and contribution to the Sinking Funds for the respective parcels within Scott Garden.

Explanatory Notes:

1. Scott Garden is a stratified development area comprising of two components:-  
(a) SOHO  
(b) Retail

Lai Chee Hoe said that the long list of details in this resolution sets out the list of restrictions of access to areas and use of common property attributed to the different components of the development, which setting out the by-laws which means that Retail owners will not have access to SOHO and its facilities within being exclusive for the residents only.

He said that these areas of demarcation are as shown shaded on the layout plans on page 293 onwards, which may not be quite clear in B&W (original copy in colour may be sighted at MO), calling upon the Consultant Surveyor – Sr. Kevin Yap, to come forward and explain on the matter.

Sr Kevin Yap, said that anything above the 5<sup>th</sup> floor is under SOHO (except for common the Electricity rooms); anything used by both SOHO and Retail is shaded yellow; and, whatever used by the Mall (Retail) exclusively, is shaded in green. He stressed that this basically means that the common property of the SOHO and the Mall, is to be having separated maintenance services budget. The Carparks, basement & multi-storey is under Retail management, not that of SOHO.

Lai Chee Hoe, said that agenda 9 to 11, are all interlinked that is why the Budget is had been shown in 2 components, one for Retail and other for SOHO. However, the common 'common areas' are the roads and escalators of the Mall but SOHO facilities is strictly for its residents.

He said that the formula of cost to arrive at the budget is to have the total expenditure of one component of the development, against the total number of Share Units allotted for that section with the itemized figures

	<p>shown as a total and consolidated sum.</p> <p>Lai Chee Hoe, explained that this resolutions 'cast in stone' the matters that SOHO's facilities, pool, gym, etc. are only meant for its residents as is the standard practice for all mixed developments and, this gives the JMC the power to regulate such matters, in responding to the query raised by #11 (A-16-21).</p> <p>#22 (B-22-03), asked if these areas indicated were limited common property and could be formed into MC and Sub-MCs then; to which Lee Chee Hoe explained that these was not so as, it was still at JMB stage and not advanced into an MC yet.</p> <p>Surveyor Kevin Yap, replied to an observer's query on the façade of the building (now used as advertising space) and air-conditioning ducts as well as space behind the steel frames now used as advertising space, as to who owns these; that the exterior façade and air-cond ducts were commons to Retail and SOHO individually, whereas the space behind the steel frames is with the individual parcel owners.</p> <p>#1 (1-03A), proposed for Special Resolution 1, to be moved, seconded by #9 (A-16-17), and there being no further questions nor objections raised, it was declared by the Chair to be unanimously passed and carried.</p>
11	<p><b>AGENDA No. 11 -To determine the Charges (Service Charges) by allocated share units, Contribution to the Sinking Fund and Rate of Late Payment Interest</b></p> <p><b><u>Ordinary Resolution 11</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body that pursuant to the Sections 21, 23, 24 and 25 of the Strata Management Act 2013 and the additional by-law pursuant to by-law 4 of the Third Schedule of the Strata Management (Maintenance and Management) Regulations 2015 and Section 32 of the Strata Management Act, the Charges to the Maintenance Account will be determined to be paid in respect of parcels on the following rates with effect from 1.4.2022 reflecting the expected general or regular expenditure of each component and is hereby approved as follows:-</i></p> <ol style="list-style-type: none"> <li>1) SOHO (including SOHO Car Park Parcel)- @ <b>RM4.60</b> per allocated share unit</li> <li>2) Retail - @ <b>RM2.20</b> per allocated share unit</li> </ol> <p><i>And that it is further resolved and agreed upon by Scott Garden Joint Management that the sinking fund contributions to the Sinking Fund Account of Scott Garden Joint Management Body will be at a sum equivalent to ten percent (10%) of the respective Charges above with effect from 1.4.2022 pursuant to Section 25(4) Strata Management Act 2013 to reflect the actual or expected general or regular expenditure of each component be and is hereby approved as follow:-"</i></p> <ol style="list-style-type: none"> <li>1) SOHO (including SOHO Car Park Parcel) - @ <b>RM0.46</b> per allocated share unit</li> <li>2) Retail - @ <b>RM0.22</b> per allocated share unit</li> </ol> <p><b><u>Ordinary Resolution 11(a)</u></b></p> <p><i>"And that it is hereby resolved and agreed upon by Scott Garden Joint Management Body that the rate of late payment interest payable by parcel owner in respect of late payment of Charges or contribution to the sinking fund shall be ten percent (10%) of the respective Charges above per annum on daily rest with pursuant to Section 25(6)(b) Strata Management Act 2013"</i></p>
	<p>Lai Chee Hoe, stated that this calls for a revision of the rates chargeable to SOHO and Retail as detailed in Share Unit cost with SOHO paying RM4.60 and Retail paying RM2.20, and the effective date is no longer April 2022.</p> <p>#8 (B-18-09), asked why should SOHO be paying more than Retail, complaining that the maintenance at</p>

SOHO has deteriorated and even though she would be agreeable to pay the revised rate, management has to make good on the services and effective maintenance of facilities; asked that the previous charge of RM3.75 be applied for both Retail and SOHO. She reasoned that since the electricity rate of charge was the same for both Retail and SOHO, the service-charges applied should also be the same and, that Retail has Carparks at Level 4 &4a as well.

Jerry Wong interjected to state that the charges are imposed as per the Law, according to the respective Acts and, the maintenance cost involved for SOHO and Retail was different and separated, as was defined in the Budget already read.

#11 (3-07), said that the Resolution is faulty as the Apex Court had decided that Mixed Development properties should have a standard rate, as per the 'Rajawali' case; to urge that the inequality of Share Units be attended to and once done and a single rate applied, then it would be equitable otherwise it would be contrary to the Law, to urge that the resolution be withdrawn.

Surveyor – Kevin Yap, said that this Development was not under him, although as a surveyor his job entails calculating Share Units (SU) apportionment; stating that SU is in Square Meter but for this Development, the rate given was per Square Foot (was done before Act 757(2013) came into being in 2015, for calculation by Share Unit to be applied, not on Square foot basis), is a factor of 0.5, whereas for the Retail section, their factor is 4 times; however Retail has 4 times more the SU than SOHO and were paying 4 times more than SOHO. So, with this revision to correct the anomaly, they would now pay 'double' of what SOHO is paying to put things right, which means Retail was paying 4 times more than SOHO all this while and will be by the right factored rate now.

Lai Chee Hoe, referred the floor to page 292, to explain that a 1,000sf Retail unit as compared to a 1,000sf SOHO unit, would have 4 times the Share Unit payment factor; where Retail has 141,572 SU vis-à-vis SOHO of 50,471 SU. Total segregated expenditure of SOHO and Retail shows, the SOHO component with RM229K, versus Retail at RM306K per month which is more. This because the SU allocation is already pre-determined, so the next absolute expenditure amount of RM229K to RM306K is fairly close but the huge disparity borne by Retail previously was because the SOHO share units apportionment was much lesser being Residential. Besides, the exclusivity of use of facilities is given to SOHO whereas Retail has none of such, which is why the 3 Resolutions are inter-related, so it is not a matter of advancing inequitable rate between the segments of the Development. The previous sum was RM3.75 per SU, which was based on the total expenditure amount divided by the total SU, which is now correctly revised and the exclusivity is only given to SOHO on private access and use of facilities, not available to the Retail component. He added that this different rate of charge is practiced in multi-phased developments, particularly where there are also Offices and Hotels.

#16 (B-20-22), said that since Retail SU factor is 4x that of SOHO, it also gives it 4x the voting rights, hence the rate of charge should be at that rate too as the Law states to pay equal rates; to which Lai Chee Hoe replied that he was aware of the matter and he handles such cases with these at the Appeal Courts now.

#21 (B-20-26), said he had handled many such cases, referring to the earlier member's reference to the 'Rajawali' case, used under Section A of the Act, which is not relevant here as that property did not have Share units and even so, his understanding is that the one single rate declared has not been implemented. On the comment of 4x voting rights, it is not for the floor to debate the matter but for the Courts to decide as today's matter is the tabling of different rates and not other matters, to urge that the matter be put to the vote and for owners to decide.

Lai Chee Hoe, thanked Mr Ang, for his inference and advice and asked if the floor had any other views or concerns to raise as to the matter.

#20 (B-20-33A), enquired about the method of calculating the service-charges to arrive at the increase from RM3.75 up to RM4.60 per SU, to ask how much is the actual increase for a standard SOHO unit.

Ong Poh See, replied his query, showing a typical unit of 725SF, which is actually paying only 19Sen per square foot inclusive, based on the RM150 billed per month, which is revised now to 25Sen per sq. foot, to

make SOHO more sustainable, which raises the amount payable closer to RM200/- per month but which is still a lower rate as compared with the Residential rate of the neighbouring high-rise Residences advantaged due to the high number of units here.

To general queries on comparison of charges between Retail and SOHO, Ong Poh See, said that they were paying RM1,300 – RM1,400 per retail unit, which is about 70Sen per sq.ft. She added that she has 5 Retail lots under her company and family names and was paying RM6.6K per month which is unaffordable and she has been 'bleeding' which is why she has been so committed to get the best for less, chopping off unnecessary expenses and closely monitoring all financial issues to achieve a RM3.0 Million surplus, just to ensure that owners only pay the right amount needed to sustain the property in a fully functional manner.

Ong Poh See, explained that SOHO's current rate at 15Sen psf only enabled a sum of RM160K to be collected per month (that everyone pays up) whereas its operating expenses was RM220K per month; TNB itself used for 16 lifts budgeted at RM60K, access cards, carpark, etc. As to the earlier remark that Retail has Air-conditioning, she said that they have no air-conditioning, which is under Aston Villa (Developer) whereas their own is metered. So, the matter is for all to 'pay what you use' besides the building is getting older and lots of maintenance & repair work is required.

Observer, Leon Lee Wee Koon said he understands the rationale given, to ask how far ahead was the Strata Rolls perfection, whether 25% of worth of share units in titles had been perfected; to which Ong Poh See said that it was now still a JMB with the Developer supposed to participate and earlier on it was a Sales & Purchase agreement issued which would be caveated by the Bank but now (checked last month) it was 24% and as we speak, should be achieved by now. However, the Developer has to convene the AGM to form the MC, which owners are encouraged to perfect the strata titles to take charge when it is formed.

The Observer, asked Lai Chee Hoe for his view on the matter, whether they could stick to the SMA and until the MC is formed; to which he replied that the matter was on paper and he was initiating that the matter be voted as whatever views are immaterial, for example, the view earlier that this matter not be allowed in view of 'Rajawali's' case, which he would disagree but he is entitled to make his claim in Court to nullify the resolution or invalidate the meeting, which is the right and prerogative which owners could take but his role was to move the resolutions tendered here and they could exercise their right to vote, in favour or against.

#21 (1-58), speaking from the point of view of Retail, said it not a refusal to pay but to be fair to the 3 blocks of SOHO owners, complained that the accounts are still in a mess, citing his statement for 2019, despite payments made, still showed it to be in arrears now but he had attended the 2019 AGM and having visited and spoken to various building managers & staff at MO, it was not resolved; matter which had been raised by the auditor earlier on substantial 'unknown deposits' and the ageing accounts situation could get worse if not resolved deterring further payments with the revision of rates now.

#21 (B-20-36), said the resolution is there for the floor to vote, which a reduction from a factor of 4 times to 2 times for Retail, which from a layman's perspective is that SOHO pays 10Sen and Retail pays 20Sen, whereas it was 10Sen of SOHO to 40Sen for Retail previously.

Surveyor Kevin Yap, said that the correct weightage factor to be used would be SOHO at x and Retail at 2.0; to which Lai Chee Hoe said a vote is to be taken despite the clear opposition to the matter but for the floor to further exchange views or decide but first to change the Effective date as it cannot be retrospective from April 2022 as stated in the resolution, requesting for a proposer and seconder on the matter.

#21 (B-20-36), proposed for the correction to be made and the effective date instead be stated as October 1, 2022, seconded by #1 (1-03A).

Lai Chee Hoe, then called for the motion with the effective date stated as October 1, 2022 to be moved for voting, which was the proposed by #1 (C-08-03), seconded #17 (3-68)

Ong Poh See demanded for Polling to be done on this matter.

Lai Chee Hoe then requested the members on the floor, to take out agenda 11 voting form, to note that



	<p>there are 3 motions in it, 11a, 11b &amp; 11c, the 4 boxes are to be marked if its 'in favour'. If not in favour (disagree), to mark the 'against box' and when done, to raise their hand and the collectors would go about to collect their ballot. He said that if this motion is voted down the old rate would continue to run and, if carried the new rate will apply and be effective from October 1, 2022.</p> <p>#13 (B-20-14), asked what was the existing SF percentage, to which Lai Chee Hoe it was 5% and was being reverted to 10% now.</p> <p>Lai Chee Hoe requested for 2 owners (one form Retail and SOHO respectively) on the floor to volunteer to act as scrutineers of the ballots cast, which is to be tallied at the adjoining room that the tabulation is checked and done properly and jointly sign off the count in confirmation when concluded.</p> <p>The voting process was undertaken, with the ballots cast by the floor, collected and deposited at the next door round for tabulation by the assigned officers, witnessed by the 2 owners, acting as scrutineers of the matter.</p> <table border="1" data-bbox="253 574 905 841"> <thead> <tr> <th>Ordinary Resolution 11</th> <th>Share Units For</th> <th>Share Units Against</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>11 (a) different rate of charges</td> <td>22,299</td> <td>650</td> <td>Carried</td> </tr> <tr> <td>11 (b) sinking fund of contribution at 10%</td> <td>22,621</td> <td>650</td> <td>Carried</td> </tr> <tr> <td>11 (c) 10% late payment interest charge from 5%</td> <td>20,119</td> <td>3,689</td> <td>Carried</td> </tr> </tbody> </table> <p>Lai Chee Hoe, announced the results to state that all motions had been approved by a majority vote, from the Poll taken, with the Chair declaring the matter thereby passed and carried.</p>	Ordinary Resolution 11	Share Units For	Share Units Against	Status	11 (a) different rate of charges	22,299	650	Carried	11 (b) sinking fund of contribution at 10%	22,621	650	Carried	11 (c) 10% late payment interest charge from 5%	20,119	3,689	Carried
Ordinary Resolution 11	Share Units For	Share Units Against	Status														
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11 (c) 10% late payment interest charge from 5%	20,119	3,689	Carried														
12	<p><b>AGENDA No. 12 – Rectification JMC Allowances and Essential Expenses</b></p> <p><b><u>Ordinary Resolution 12</u></b></p> <p><i>“That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to resolve and adopt the following resolutions:</i></p> <p>11.1 <i>To approve an allowance of RM200.00 per meeting for Scott Garden Joint Management Body Members/Representatives approved by Scott Garden Joint Management Committee who attend meetings, Tribunal and Court hearings, local authorities’ meetings, Joint Management Body related work and others that are deemed important subject to a monthly budget not exceeding RM4,000.00 inclusive of travelling/fuel allowances, meals and light refreshments.</i></p> <p>11.2 <i>To ratify the previous AGM’s resolution and records of Minutes of Meetings allowing maximum authorised spending by Scott Garden Joint Management Committee not exceeding RM100,000.00 per project/purchase but this shall not include any emergency and essential capex/opex where necessary.”</i></p> <p>#10 (A-16-21), ask whether the RM200/- per meeting for JMC members would be inclusive of travelling allowances for work done; to which Ong Poh See, replied that it was only for attendance of JMC member at the meetings called which is once a month or every 2 months and the travelling allowance was RM20/- per instance, which is now capped at RM4,000/- per month.</p> <p>#17 (3-68), proposed that the matter be moved, seconded by #8 (B-18-09).</p>																

	<p>Lai Chee Hoe, announced that Ordinary Resolution 12 had been moved with no objections raised, for the Chair to declare the matter to be passed and carried.</p>
13	<p><b>AGENDA No. 13 -To give mandate to Scott Garden Joint Management Committee to set aside RM200,000.00 from the maintenance account to cater for the legal fees which may incur in the impending legal proceedings to be filed against the Developer.</b></p> <p><b><u>Ordinary Resolution 13</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body for a sum of RM200,000.00 from the maintenance account to be set aside to cater for the legal fees which may incur in the impending legal proceedings to be filed against the Developer."</i></p>
	<p>Lai Chee Hoe, announced that agenda numbered 13 to agenda 19, were all inter-related and had been agreed by the Chair, to be moved altogether as the details are clear and mostly Capex items, in the interest of time.</p> <p>Ong Poh See explained these as Ordinary Resolution 13, being setting aside a budget for legal cost in pursuit of unresolved matters with the Developer; Ordinary Resolution 14, was for Retail owners to offer their lots to be converted as an auxiliary Management Office cum Service-centre for retail affairs; Ordinary Resolution 15 was for the selection and appointment of an Event Management company to handle the said matters, to promote &amp; market the common Mall space and extra land to generate income for the JMB; Ordinary Resolution 16, was to close the water-features and void area, redesigning this common area for use as event space; Ordinary Resolutions 17 and 18, was make good the 36 units of lifts, travellers &amp; escalators at Retail (except the glass lifts) and the lifts of SOHO (phase 1) contracting its maintenance back to Sigma (Toshiba) the original vendors; Ordinary Resolution 19, was funding of RM600K required for upgrading/refurbishment works for refreshing Retail including new lightings and signages as since in the AGM notice pack book; Ordinary Resolution 20, was funding of RM300K required for upgrading of SOHO commons and facilities, including broken doors; and, Ordinary Resolution 21 (already approved at the last AGM but to re-tendered), was for repairing leaks, dilapidated fire-proofing material of steel I-beams at level 3 and expansion joint leaks throughout the building at RM150K, which Mr Ng, the engineer said may not be quite enough.</p> <p>Ong Poh See summing up that the total estimated cost involved for the 9 agenda on Capex works would be at RM2.6 Million altogether and that modernisation of lifts is to be done progressively with the RM17K monthly maintenance contract now converted to RM40K, which gives comprehensive servicing and assured timely repairs, whilst the modernisation gets underway on scheduled basis.</p> <p>#11 (A-20-3), enquired whether these works including repair of broken tiles at common and Tower C, part of it caused by rough use of the sky-lift; Ong Poh See explained that they had 4 technicians previously with only 2 handyman left now and such works had now to be outsourced, which is cheaper and faster undertaken. As to these being broken due to the unsupervised use of the sky-lift bought for SOHO's use due to its double-volume ceilings for convenient change of lights, Wi-fi installation and cleaning, she had directed MO to disallow contractors using without supervision and the installation of aluminium edgings to safeguard the tiles at the laden areas would be considered to minimise damage and repair cost.</p> <p>#11 (A-20-3), stating that his unit as on the 13A level, asked what about dealing with the problem of pigeons which seem to be flying and roosting higher these day; to which Ong Poh See said they are engaging with Pest-control providers to determine how to eliminate this problem.</p> <p>As to Resolution 16, on recovery of cost for covering up the water-features pond and void area; she said that pond comes under the JMB and the surrounding areas had been accessorised by the Developer, which is why JMB monies could not be used to repair the area and if passed, the future income from exhibition space rental would go back to the JMB to cover the cost outlay, handled by the appointed event management firm.</p> <p>Lai Chee Hoe, then moved that the floor moves to approve all these 8 Capex-based Ordinary Resolutions:</p>

	<p>13, 14, 16, 17, 18,19, 20 &amp; 21 in one go, voted as a batch but each will be tabled separately for the record, without any further questions taken.</p> <p>#3 (3-05), proposed for the joint approval of the 8 resolutions, second by #1 (1-03A), with a Poll demanded by #4 (A-13A-20) for Agenda 13, 14, 16, 17, 18, 19, 20 &amp; 21.</p> <p>Lai Chee Hoe, called for Polling slip number 14, for the members to tick the 'For' or 'Against' in the ballot form and raise their hands for the ballot-collectors to collect their votes. He requested for the 2 owners to kindly resume their role as scrutineers for the tabulation of ballots being done, with the tally sheets to be signed off by them then.</p> <p>He also announced that the time was 1:40pm and that lunch-packs were available outside for which members could bring in the hall to have their meal, as agreed to by the Chair, as the meeting would continue with a break.</p> <p>#11 (A-20-03), enquired why the need to close the water-features meant as feng-shui elements for the property; to which Ong Poh See, said that the pumps and malfunctioned a long while since with the water still and used by night-time leisure outlet patrons to piss, puke and even poo there, besides some people reared fish within which went dead (due to 'happy drugs' ingestion thrown in) and caused putrefaction, all of which is a messy cost clean-up to be constantly done, from the previous high repair and maintenance cost of these features.</p> <table border="1" data-bbox="253 695 905 768"> <thead> <tr> <th>Ordinary Resolution</th> <th>Share Units For</th> <th>Share Units Against</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>13</td> <td>22,000</td> <td>670</td> <td>Carried</td> </tr> </tbody> </table>	Ordinary Resolution	Share Units For	Share Units Against	Status	13	22,000	670	Carried
Ordinary Resolution	Share Units For	Share Units Against	Status						
13	22,000	670	Carried						
<p>14</p>	<p><b><u>AGENDA No. 14 – New Service Center</u></b></p> <p>13.1 To allow Scott Garden Joint Management Body to rent at retail area by tender and approve a budget not exceeding RM80,000.00 from the Maintenance Fund to setup a new Service Center located within the Retail Mall.</p> <p><b><u>Ordinary Resolution 14</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to rent and that a budget not exceeding RM80,000.00 from the Maintenance Fund is approved to set up a new Service Center located within the Retail Mall."</i></p> <table border="1" data-bbox="253 1040 905 1114"> <thead> <tr> <th>Ordinary Resolution</th> <th>Share Units For</th> <th>Share Units Against</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>14</td> <td>22,270</td> <td>387</td> <td>Carried</td> </tr> </tbody> </table>	Ordinary Resolution	Share Units For	Share Units Against	Status	14	22,270	387	Carried
Ordinary Resolution	Share Units For	Share Units Against	Status						
14	22,270	387	Carried						
<p>15</p>	<p><b><u>AGENDA No. 15 – Appointment of a company for miscellaneous services required at Retail</u></b></p> <p>14.1 To appoint an event/agency company to undertake the management of the valet parking services, advertisement spaces and rental of common area and to explore / utilize the extra land that belongs to JMB</p> <p>Ong Poh See, stated that this exercise for the appointment of a company to undertake these services, would be conducted on an open tender basis, to all qualified parties, including owners and JMC members interested to participate.</p> <p><b><u>Ordinary Resolution 15</u></b></p> <p><i>"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to appoint an</i></p>								

	<p><i>event/agency company to undertake the management of the valet parking services, advertisement spaces and rental of common area and to explore / utilize the extra land that belongs to JMB”</i></p> <p>Lai Chee Hoe, said that this related to the rental of the of the above services and spaces for income generation benefitting the JMB; which saw #5 (2-38) proposing and #17 (B-20-23), seconding the matter and there being no questions nor objections raised, was deemed unanimously approved, to be declared by the Chair to be passed and carried.</p>								
16	<p><b>AGENDA No. 16 – Closing of water feature pond</b></p> <p>15.1 To give mandate and allocate a budget not exceeding RM70,000.00 from the Sinking Fund as Capital Expenditure to Scott Garden Joint Management Committee to close off one (1) of the water feature ponds located at L-1 Boulevard in Scott Garden Retail as shown in Appendix 12 and fill up the voids with appropriate finishing material and utilize the space as one (1) of JMB’s Common Function Areas.</p> <p><b><u>Ordinary Resolution 16</u></b></p> <p><i>“That it is hereby resolved and agreed by Scott Garden Joint Management Body mandate be given to the Scott Garden Joint Management Committee and a budget not exceeding RM70,000.00 from the Sinking Fund as Capital Expenditure to close off one (1) of the water feature ponds at Level-1 Boulevard as shown in Appendix 12 and fill up the voids with appropriate finishing material and utilize the space as one (1) of JMB’s Common Function areas.”</i></p> <table border="1"> <thead> <tr> <th>Ordinary Resolution</th> <th>Share Units For</th> <th>Share Units Against</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>16</td> <td>22,485</td> <td>172</td> <td>Carried</td> </tr> </tbody> </table>	Ordinary Resolution	Share Units For	Share Units Against	Status	16	22,485	172	Carried
Ordinary Resolution	Share Units For	Share Units Against	Status						
16	22,485	172	Carried						
17	<p><b>AGENDA No. 17 – Replacement of spare parts for the lifts, escalators and travellers for Scott Garden Retail (Phase 1)</b></p> <p>16.1 To consider and adopt a budget not exceeding RM900,000.00 from the Sinking Fund as Capital Expenditure works and/or replacement of spare parts for the lifts, escalators and travellers for Scott Garden Retail (Phase 1).</p> <p><b><u>Ordinary Resolution 17</u></b></p> <p><i>“That it is hereby resolved and agreed upon by Scott Garden Joint Management Body that a budget not exceeding RM900,000.00 from the Sinking Fund as Capital Expenditure is allocated for repair works and/or replacement of spare parts for the lifts, escalators and travellers for Scott Garden Retail (Phase 1).”</i></p> <table border="1"> <thead> <tr> <th>Ordinary Resolution</th> <th>Share Units For</th> <th>Share Units Against</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>17</td> <td>22,614</td> <td>43</td> <td>Carried</td> </tr> </tbody> </table>	Ordinary Resolution	Share Units For	Share Units Against	Status	17	22,614	43	Carried
Ordinary Resolution	Share Units For	Share Units Against	Status						
17	22,614	43	Carried						
18	<p><b>AGENDA No. 18 – Modernization of Lifts at Scott Garden SOHO (Phase 1)</b></p> <p>18.1 To consider and allocate a budget not exceeding RM300,000.00 from the Sinking Fund as Capital Expenditure for Lifts Modernization of Scott Garden SOHO (Phase 1).</p> <p><b><u>Ordinary Resolution 18</u></b></p> <p><i>“That it is hereby resolved and agreed upon by Scott Garden Joint Management Body that a budget not exceeding RM300,000.00 from the Sinking Fund as Capital Expenditure is approved for Lifts Modernization of Scott Garden SOHO Phase 1.”</i></p>								

Ordinary Resolution	Share Units For	Share Units Against	Status
18	19,648	3,052	Carried

  

**19 AGENDA No. 19 – To consider and approve a budget not exceeding RM600,000.00 from the Sinking Fund as Capital Expenditure for the purpose of upgrading works at Scott Garden Retail**

19.1 To consider and approve a budget not exceeding RM600,000.00 from the Sinking Fund as Capital Expenditure for the purpose of upgrading works at Scott Garden Retail, amongst others to:-

19.1.1 Repairing of existing façade, entrance and corridor lighting including enhancement works,  
19.1.2 Soft and hard landscaping works,  
19.1.3 Repair/replacement of dilapidated mechanized awnings at L-1 Boulevard,  
19.1.4 Upgrading of all common area toilets and amenities at L-P to L-P4 in view of increased retail businesses activities and take-up of tenancies  
19.1.5 Painting of selective areas of the mall

**Ordinary Resolution 19**

*“That it is hereby resolved and agreed by Scott Garden Joint Management Body to consider and approve a budget not exceeding RM600,000.00 from the Sinking Fund as Capital Expenditure for the purpose of upgrading works at Scott Garden Retail, among others to:-*

*a. Repairing of existing façade, entrance and corridor lighting including enhancement works,*  
*b. Soft and hard landscaping works,*  
*c. Repair/replacement of dilapidated mechanized awnings at L-1 Boulevard,*  
*d. Upgrading of all common area toilets and amenities at L-P to L-P4 in view of increased retail businesses activities and take-up of tenancies*  
*e. Painting of selective areas of the mall ”*

Ordinary Resolution	Share Units For	Share Units Against	Status
19	22,485	250	Carried

  

**20 AGENDA No. 20 – To consider and approve a budget not exceeding RM300,000.00 from the Sinking Fund as Capital Expenditure for the purpose of upgrading works at Scott Garden SOHO**

19.1 To consider and approve a budget not exceeding RM300,000.00 from the Sinking Fund as Capital Expenditure for the purpose of upgrading works at Scott Garden SOHO, among others:

19.1.1 Water pumps – (wing fatt quotation),  
19.1.2 Leaking issues in car park,  
19.1.3 Improve gym equipment,  
19.1.4 Children playground,  
19.1.5 Soft and hard landscaping works, lighting upgrading and up-keep of water features/ponds.

**Ordinary Resolution 20**

*“That it is hereby resolved and agreed by Scott Garden Joint Management Body to consider and approve a budget not exceeding RM300,000.00 from the Sinking Fun as Capital Expenditure for the purpose of upgrading works at Scott Garden SOHO, amongst others to:-*

*a. Water pumps – (wing fatt quotation),*

	<p>b. Leaking issues in car park, c. Improve gym equipment, d. Children playground, e. Soft and hard landscaping works, lighting upgrading and up-keep of water features/ponds."</p> <table border="1"> <tr> <td>Ordinary Resolution 20</td> <td>Share Units For 20,099</td> <td>Share Units Against 2,601</td> <td>Status <b>Carried</b></td> </tr> </table>	Ordinary Resolution 20	Share Units For 20,099	Share Units Against 2,601	Status <b>Carried</b>								
Ordinary Resolution 20	Share Units For 20,099	Share Units Against 2,601	Status <b>Carried</b>										
21	<p><b>AGENDA No.21 - To consider and approve a budget not exceeding RM150,000.00 from the Sinking Fund as Capital Expenditure for the purpose of repairing the dilapidated fire-proofing material of the steel I-Beams at Level 3 and the leak at the concrete structure expansion joints at the roof and at the podium car park structures.</b></p> <p><b><u>Ordinary Resolution 21</u></b></p> <p>"That it is hereby resolved and agreed by Scott Garden Joint Management Body that a budget not exceeding RM150,000.00 from the Sinking Fund as Capital Expenditure is approved for the purpose of repairing the dilapidated fire-proofing material of the steel I-Beams at Level 3 and the leak at the concrete structure expansion joints at the roof and at the podium car park structures."</p> <table border="1"> <tr> <td>Ordinary Resolution 21</td> <td>Share Units For 22,700</td> <td>Share Units Against 0</td> <td>Status <b>Carried</b></td> </tr> </table>	Ordinary Resolution 21	Share Units For 22,700	Share Units Against 0	Status <b>Carried</b>								
Ordinary Resolution 21	Share Units For 22,700	Share Units Against 0	Status <b>Carried</b>										
22	<p><b>AGENDA No.22 - Fire Insurance</b></p> <p>22.1 To present the insurance policies effected on 1.4.2022 taken by the Scott Garden Joint Management Committee with MPI GENERALI INSURAN BERHAD.</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>Class</th> <th>Sum Insured (RM)</th> <th>Inception</th> <th>Expiry</th> <th>Premium (RM)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Fire (Code 1204)</td> <td>RM 456,370,000</td> <td>01<sup>st</sup> April 2022</td> <td>31<sup>st</sup> March 2023</td> <td>                     Premium RM143,842.12                      (-) Less                      Rebate (RM)21,576.32                      SST RM7,335.95                      Stamp Duty RM10.00  <b>Total RM129,611.75</b> </td> </tr> </tbody> </table> <p><b><u>Ordinary Resolution 22</u></b></p> <p>"It is hereby resolved and agreed upon by Scott Garden Joint Management Committee to approve the insurance policy pursuant to Section 93 of the Strata Management Act 2013 effected by Scott Garden Joint Management Committee as set out above.</p> <p>The matter was proposed to be moved by #5 (2-38), seconded by #17 (B-20-23), there being no questions nor objections raised for it to be deemed unanimously approved, to be declared by the Chair to be passed and carried.</p>	NO.	Class	Sum Insured (RM)	Inception	Expiry	Premium (RM)	1.	Fire (Code 1204)	RM 456,370,000	01 <sup>st</sup> April 2022	31 <sup>st</sup> March 2023	Premium RM143,842.12 (-) Less Rebate (RM)21,576.32 SST RM7,335.95 Stamp Duty RM10.00 <b>Total RM129,611.75</b>
NO.	Class	Sum Insured (RM)	Inception	Expiry	Premium (RM)								
1.	Fire (Code 1204)	RM 456,370,000	01 <sup>st</sup> April 2022	31 <sup>st</sup> March 2023	Premium RM143,842.12 (-) Less Rebate (RM)21,576.32 SST RM7,335.95 Stamp Duty RM10.00 <b>Total RM129,611.75</b>								
23	<p><b>AGENDA No.23 - To present other Insurances to be approved and confirmed by way of special resolution on the following risk policies taken by Scott Garden Joint Management Body with MPI GENERALI INSURAN BERHAD.</b></p>												

NO.	Class	Sum Insured (RM)	Inception	Expiry	Premium (RM)
1.	All Risks	500,000	1st April 2022	31 <sup>st</sup> March 2023	RM3,563.00 (total)
2.	Plate Glass	200,000			
3.	Terrorism	5,000,000			
4.	Money in Transit	100,000			
5.	Money in Premise	100,000			
6.	Money in locked safe	7,500			
7.	Fidelity Guarantee	500,000			
8.	Public Liability	5,000,000			
9.	Error & Omission, Libel & Slander	5,000,000			
10.	Machinery Breakdown	500,000			
11.	Group Personal Accident	240,000			
12.	Terrorism & Sabotage	5,000,000			
13	Consequential Loss	400,000			
<b>Special Resolution 2</b>					
<p><i>"It is hereby resolved and agreed upon by Scott Garden Joint Management Body against other risks pursuant to section 98 of the Strata Management Act 2013 (apart from the damage policy required in section 93 of the Strata Management Act 2013) effected by Scott Garden Joint Management Body as set out above."</i></p> <p><i>"It is further resolved and agreed upon by Scott Garden Joint Management Body to pay the premium incurred for insuring such other risks above."</i></p> <p>Ong Poh See said that additional risk coverage was for items listed as No. 3 &amp; No.12, Policy of which is to be ratified here.</p> <p>In confirming the matter raised by #4 (A-13A-20), that there is a duplication in the wording for the listed perils with terrorism shown twice, the matter was acknowledged with thanks to be rectified as such.</p> <p>Special Resolution 2 was then proposed to be moved by #3 (3-05) seconded by #1 (1-03A) there being no questions nor objections raised for it to be deemed unanimously approved, to be declared by the Chair to be passed and carried.</p>					
<b>24</b>	<b><u>AGENDA No.24 - To Make Amendments and Additional By-Laws for Scott Garden Retail Units</u></b>				
24.1	To consider, and if deemed fit to resolve by way of special resolution, to resolve and adopt the following to Scott Garden Retail House Rules / Additional By-Laws as set out herein below and to be consistent with the By-Laws prescribed by Regulation 28 and set out in the Third Schedule of				

the Strata Management (Maintenance & Management) Regulation 2015 (P.U(A) 107/2015).

**Special Resolution 3**

*"That it is hereby resolved and agreed by Scott Garden Joint Management Body to adopt and incorporate the following additional by-laws into Scott Garden Retail House Rules / Additional By-Laws House Rules of Scott Garden Retail into the existing prescribed By-Laws set out in the 3rd Schedule of the Strata Management (Maintenance and Management) Regulations 2015 and such House Rules shall be to the extent not inconsistent with the prescribed by-laws bind the developer, Joint Management Body, purchaser, parcel owners, and any assignee, lessee, tenants, occupier of a parcel to the same extent as if the by-laws or additional by-laws have been signed and sealed by each of the person or body mentioned.*

- 3.1. *To obtain Scott Garden Joint Management Committee's approval before any renovation works or usage of the Common Areas and accessorised parcels directly linked to the Common Area.*
- 3.2. *To allow Management Office to enforce defaulters to pay at least 30% of their total outstanding charges before any renovation, moving in/out and any other permits can be issued. **(withdrawn)** (To remain 'status quo' as per the last AGM's mandate)*
- 3.3. *To allow Scott Garden Joint Management Committee to charge Administration & Service Charges of RM100.00 in instances whereby the JMB carries out work on behalf of the unit owners/tenants and to increase the rates for security deposits as follows:*

Ref	Description	Admin Charge (RM)	Deposit (below 2,000 sq ft (RM))
1	Renovation and /or Reinstatement	100.00	5,000.00
2	Moving-In with no Renovation	50.00	2,500.00
3	Moving-Out with no Reinstatement	50.00	2,500.00
4	Using Loading Bay/6 hour	NIL	250.00

- 3.4. *To allow auctioning in the premises of the units involved whenever required.*
- 3.5. *To obtain prior approval from the Scott Garden Joint Management Committee before the installation of any Banners and/or Signages at the Complex or on any common areas, accessorized lots, failing which, JMB will imposed fine and back-charge advertising fee as per prevailing market rate.*
- 3.6. *To approve the implementation of a card access or equivalent barrier gate system at the entrance ramp to upper concourse to regulate vehicular access by residents lorries delivery and management of car parking at common areas."*

Consultant & Management Coordinator – Eddie Chuah, explained on Special Resolution 3, that some changes were proposed for the By-laws, so as to ensure these are enforceable by the JMB.

Ong Poh See, interjected to state that an amendment was needed to item 3.2 above, which had been deemed too heavy for defaulting units to settle in such percentage of sums but that it cannot be changed here at this state, it would be withdrawn.

She said that as for item 3.6, on the rampway coming up and around the building, there is space which is rentable as car-parks which the parking operator is keen to take up, and when confirmed, will need for barrier-gate access system to be installed for the purpose which also become another level of security for SOHO as well.

Eddie Chuah, reiterated what was just elaborated upon by Ong Poh See, to explain that item 3.4 was enforce debt recovery action; 3.5, to control & regulate advertising signage being put up uncontrolled manner all over and so as to generate income for the JMB and, 3.6 as had been explained, to regulate



	<p>access and also help generate income.</p> <p>Lai Chee Hoe, announced that the Chair, had withdrawn item 3.2 on enforcing a fixed percentile payment recovery from debtors before allowing renovations to be approved; to request that Special Resolution 3.2 be moved, which was proposed to by #5 (2-38), seconded by #12 (A-22-01).</p> <p>#7 (1-06), asked whether this applies to Retail only but all have to vote; to which Ong Poh See affirmed so and the next Agenda is on SOHO; Lai Chee Hoe answered that voting is to be collectively done and not segregated for these Resolutions, as a common body.</p> <p>There being no further question nor objections raised, Special Resolution 3, was deemed unanimously approved, to be declared by the Chair as being passed and carried.</p>																				
25	<p><b><u>AGENDA No.25 - To Make Amendments and Additional By-Laws for Scott Garden SOHO Unit</u></b></p> <p><b>24.1 To consider, and if deemed fit to resolve by way of special resolution, to resolve and adopt the following to Scott Garden SOHO House Rules / Additional By-Laws as set out herein below and to be consistent with the By-Laws prescribed by Regulation 28 and set out in the Third Schedule of the Strata Management (Maintenance &amp; Management) Regulation 2015 (P.U(A) 107/2015).</b></p> <p><b><u>Special Resolution 4</u></b></p> <p><i>"That it is hereby resolved and agreed by Scott Garden Joint Management Body to adopt and incorporate the following additional by-laws into Scott Garden SOHO House Rules / Additional By-Laws to the existing prescribed By-Laws set out in the 3<sup>rd</sup> Schedule of the Strata Management (Maintenance and Management) Regulations 2015 and such House Rules shall be to the extent not inconsistent with the prescribed by-laws bind the developer, Joint Management Body, purchaser, parcel owners, and any assignee, lessee, tenants, occupier of a parcel to the same extent as if the by-laws or additional by-laws have been signed and sealed by each of the person or body mentioned.</i></p> <p>4.1 <i>To increase the rates for security deposits as follows:</i></p> <table border="1" data-bbox="292 930 935 1040"> <thead> <tr> <th>Ref</th> <th>Description</th> <th>Admin Charge (RM)</th> <th>Deposit (RM)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Renovation and /or Reinstatement</td> <td>100.00</td> <td>1,000.00</td> </tr> <tr> <td>2</td> <td>Moving-In with no Renovation</td> <td>50.00</td> <td>500.00</td> </tr> <tr> <td>3</td> <td>Moving-Out with no Reinstatement</td> <td>50.00</td> <td>500.00</td> </tr> <tr> <td>4</td> <td>Using Loading Bay/6 hour</td> <td>NIL</td> <td>250.00</td> </tr> </tbody> </table> <p>4.2 <i>To allow Scott Garden Joint Management Body to impose administrative and service charges of RM100 for additional work carried out by Joint Management Body on behalf of the unit owners/tenants.</i></p> <p>4.3 <i>Imposition of Penalties of not exceeding RM200.00 for any breach of the By-Laws.</i></p> <p>4.4 <i>To increase the Car clamping release fee of RM50.00 to RM100.00.</i></p> <p>4.5 <i>To allow Joint Management Body to regulate/enforce/monitor the 'AirBnB' activities." (Withdrawn)(To remain 'status quo' as per the last AGM's mandate)</i></p> <p>4.6 <i>To increase the rental rate for Skylift from RM100.00 per usage to RM200.00 per usage (Withdrawn)To remain as RM100</i></p>	Ref	Description	Admin Charge (RM)	Deposit (RM)	1	Renovation and /or Reinstatement	100.00	1,000.00	2	Moving-In with no Renovation	50.00	500.00	3	Moving-Out with no Reinstatement	50.00	500.00	4	Using Loading Bay/6 hour	NIL	250.00
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	<p>Lai Chee Hoe, said this agenda deals with the House Rules for SOHO but that item 4.5 had already been dealt with in a previous AGM, it is to be removed from the list.</p>																				

	<p>#2 (B-08-20), queried its withdrawal where it deals with the deposit of RM3K to be paid by operators of such activity; to which Ong Poh See, said that the matter had been already been passed at the last AGM and it was for the JMC to decide as some owners have multiple units and would be a heavy financial burden to impose on per unit basis.</p> <p>#16 (B-20-22), queried item 3.1, whether the admin charges is to be newly applied; to which Ong Poh See said it was to cover cost of hiring additional administration personnel to handle such movements.</p> <p>Lai Chee Hoe asked those with issue on admin charges but not on the deposit, to raise their hands, which saw 3 cards raised in confirmation, being #8 (B13A-08), #7 (1-06), and #16 (B-20-22).</p> <p>#11 (A-20-03), requested that the Sky-lift charges be upped further.</p> <p>#2 (A-12-06), suggested that the admin charges not be applied and the Sky-lift charge be maintained as per original rate.</p> <p>Lai Chee Hoe, said that the Resolution has to be taken as a whole but, it could mandate the incoming JMC to withhold applying admin charges whereas the deposits remains.</p> <p>Ong Poh See, as Chair for the meeting allowed that Item 4.5 and 4.6 be withdrawn, hence the issue of Sky-lift is back to status quo.</p> <p>#1 (C-08-03), said the admin charges apply for both Special Resolution 3 and 4 that is the matter of concern; to which Lai Chee Hoe, said that the incoming JMC would put it on hold for both the Resolutions, to justify the basis of it being charged, which was confirmed by the incoming Committee members but that the matter be put to the vote for the record and that it be raised at the next AGM.</p> <p>#2 (A-12-06), proposed that the motion be voted, seconded by #11 (A-20-03), as had been stated by Lai Chee Hoe that admin charges be stayed and applicable for Special Resolution 3 &amp; 4, with items 4.5 &amp; 4.6 withdrawn.</p> <p>There being no objections nor further questions raised, the amended Special Resolution 4, was unanimously approved and thereby declared by the Chair to be passed and carried.</p>
26	<p><b>AGENDA No.26 – Any Other Matters</b></p> <p>25.1 To consider any other matter arising connected with the maintenance and management of the common property of The Scott Garden for which <b>not less than seven (7) days'</b> prior written notice must be registered to the Management Office before this Annual General Meeting. For the avoidance of doubt, such matters will be for the purpose of discussion only and will not be taken as motions for any resolution to be passed with reference to the paragraph below.</p>
	<p><u>Deposit for Air-cond Servicing/Small Items:</u></p> <p>#2 (A-12-06), queried why a deposit is necessary even for moving in a television set and even for air-conditioning servicing and that further detailing of permissions and restrictions should be included in the House Rules, for clarity's sake.</p> <p>Ong Poh See explained that contractors misuse and vandalize the common facilities by the rough and hasty handling when in movement and hand-carried items are fine but it's often misused and many contractors bring in bulky items which cause damage, hence owners have to pay attention and to be forewarned them to take due care. Also, SOHO is only meant as Office and not to be used as Storage space for goods, so when they show up, it will be stopped and refused. She added that this place is our common home and property and belong to every one of us as fellow owners and all would have to watch out and take care that it is not abused and if seen, to report to the Security immediately. She also said that most rules are enacted and meant for the common good of safety and security because of service-vendors can be allowed to just</p>

go about with registration of deposit, it would surely be abused (as had happened in Retail, with contractors breaking into shop-units) that is why they are only allowed 6 hours at max to handle any emergency or servicing and would need to be checked and monitored, which is a lot of work for MO to undertake in itself.

Lai Chee Hoe, requested that #2 (A-12-06), writes in on her matters of concern and Jerry Wong to take note and provide the guidelines then and for the incoming JMC to address it.

Submitted Motions:

Lai Chee Hoe, moved on to the Private Motions submitted, calling up Mdm Cindy Tan's motion, projected on slide for viewing by the floor for information's sake.

**Insert the Motion – Slide / s >>> (if available if not – Delete this)**

Ong Poh See, responded to the matters raised to state that there are already quite a number of legal letters flying around so when the fire incident occurred, everybody was finger-pointing but as far as the JMC is concerned all service-providers were in place and, as for the fire certification by Bomba, the CCC was issued the Developer, which had one year to apply for the fire certification but it did not happen. When she came on board, after 10 years, she was informed that it had to be done first time when applying for the CCC, requiring the Architect's plans, the Bomba M&E fire-protection equipped approved plans which should be at hand then to be given CCC then. But it was not done since the 1<sup>st</sup> AGM and the office-bearers are mostly Developer's side, so the matter was never pursued. Form 4 was not sighted and no handover of all plans, licences, certifications and approval was done and this is a legacy issue.

Next motion read was on proposed further amendments to the By-laws, namely on (1) Sound control; (2) Stricter guidelines on shop tidiness and cleanliness; (3) stricter control of Airbnb operators, all being operational matters, which would be taken up by MO.

**Other Matters:**

Solar-Power Installation:

#16 (B-20-22), proposed whether this was possibly installed so as to reduce energy cost; to which Ong Poh See said that the Developer is still the licensee for this utility and it cannot be considered till its dealt direct with TNB.

Lai Chee Hoe, said that the JMC has to resolve the legacy issues with the Developer and the case is pending and asides from that doing so would need determining location, suitability, exclusivity of use, rooftop access; if on SOHO, the savings goes back to them and, this has been done by a few other Developments but the investment is high and ROI take about 30 years presently. Eddie Chuah quipped in to state that the energy is sold back to TNB which then gives the operator-client a rebate to defray it cost.

#16 (B-20-22), asked how long more would the matter with Developer and TNB be sorted out; to which Ong Poh See said the time-frame can't be ascertained for sure as it's a 10-year old issue.

Strata Title Issuance:

#2 (A-12-06), asked about the matter; to which Ong Poh See explained that MOT had not been done by a few Retail owners because the refuse to sign the Electricity contract presented then not being direct with TNB, which she had not got any legal opinion as to what had been signed and it effect overall. She added that a few owners in Retail section feel that their contract pushed them is bias and refused to sign and now they can't transfer the MOT.

Electricity Arrears with TNB / Developer:

#11 (3-07), queried that unresolved electricity billing by the Developer of some RM30 Million as had been mentioned earlier as compared to Reserves of RM7.0 Million, concerned that it not settled, would the JMB become insolvent and filed for bankruptcy; to which Ong Poh See said that by the same measure, Aston Villa as the Developer had not paid the service-charges since inception of the JMB and accounts didn't tally since, so the amount the owe to JMB to be further ascertain.

	<p>#7 (1-06), said that he had done his perfection of transfer (MOT) and had to sign the Electricity consent having no choice but is aware that it is a lop-sided contract; recalling that an earlier AGM had moved that a direct sign-up be done with TNB, whether the JMB could terminate the contract with Aston Developer, reason being that they charge higher than normal and without any service provided.</p> <p>Ong Poh See said that the meters are prepaid for charged at a deposit of RM1K per unit and some landlords and operators had to fork out substantial deposits just to get their unit supplied. She added that she had gone to Suruhan Tenaga to raise this issue and the Developer was called in for a meeting independently and till now there had been no reply forthcoming on the matter from the authority and does not see any resolution to the matter unless it is decided by the Courts.</p> <p><u>Convert TNB Tariff Status</u></p> <p>#7 (1-06), said that at another property which he owns elsewhere, they managed to get their individual Tariff rating converted from Commercial to Residential and enjoy a lower rate, which should be done here as well, in the case of SOHO; to which Ong Poh See urged them to come on board as Sub-committee members to help pursue the matter.</p> <p><u>Letter of Release:</u></p> <p>#7 (1-06), complained that he was charged RM50/- by MO for a clearance letter; to which Lai Chee Hoe said that is was the Law under the Act and applicable but not more.</p> <p><u>LPI Applied:</u></p> <p>#16 (B-20-22), complained that she used the G-Go Apps so as to automate her payments to be timely and for her 1<sup>st</sup> September statement already received saw the LPI applied; to which Ong Poh See, explained that payments are to be settled within 14 days of issue date of the invoice as is provided for by the Law.</p> <p><u>Dogs in Car-park area:</u></p> <p>#11 (A-20-03), said these animals are seen at the carpark and some also at the pool; to which Ong Poh See said they are arranging with Pest-control, to address the matter, get them to a Vet and send them to a Dog-farm, owned by a Retail owner and not be take violent measures.</p> <p><u>26,000 square feet plot of land:</u></p> <p>Ong Poh See, raised the matter (already passed earlier on) which is under Agenda 15, Ordinary Resolution 15 on the appointment of a company Event Management company, which is to be open to be applied for by all owners, to also consider leasing, operating and managing the 26,000 square feet piece of land (where the Tokong House is situated) as it is the JMB's asset, but has a few resident stray dogs which have made it their home.</p> <p><u>Vote of Thanks:</u></p> <p>Eddie Chuah, expressed his view on the JMC and in working with Madame Chairperson – Ong Poh See, that they were owners who had served on a voluntary basis for the common good; stating that it was not an easy task handling and managing a huge mixed development complex comprised of 1,299 units sprawled over 10 acres of land, which was a wondrous effort they had put in to resolve so many issues since coming on board (in late 2019), with all its inherited problems since the start. He stressed that he had the pleasure of working with a truly dedicated and driven person as what Ong Poh See is, working so hard and selflessly alike a dedicated employee, calling for a round of applause from the floor for their efforts.</p>
	<p><b>AGM Concluded</b></p> <p>Madame Ong Poh See, in turn, expressed her thanks to the HSR team and associates, who had been working through till Midnight for the past whole week and more, in getting everything readied for the AGM, expecting a greater turnout of 300 attendees, alike in the past.</p>

	<p>She thanked Mr Lai Chee Hoe for facilitating the proceedings as well as all fellow owners for their cooperation, support and patience, to then declare the 5<sup>th</sup> AGM concluded at 2:45p.m. that all matters of the Agenda had been dealt with.</p>
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The aforesaid minutes is hereby confirmed as a true and correct of proceedings there at.



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Madame Ong Poh See  
Meeting Chairperson  
5<sup>th</sup> AGM of Scott Garden JMB  
Unit 2-06 (Retail)

Dated:15 September 2022

