

**MINUTES OF THE 6<sup>TH</sup> ANNUAL GENERAL MEETING  
THE SCOTT GARDEN JOINT MANAGEMENT BODY  
held on Saturday – January 13, 2024 at 10.00 a.m.**

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

**Attendance:**

A) **Owners & Proxies** : As per the appended attendance list.

B) **Joint Management Committee** :

Mr Pang Choon Kiat	- Chairman
Mdm Chang Lai Ping, Grace	- Treasurer
Mdm Ong Poh See	- Member
Mr Heng Yong Huat, Vincent	- Secretary (Absent)
Mr On Zen Yau, Kelvin	- Member (Absent)
Mr Kan Weng Oh, Joseph	- Member (Absent)
Aston Villa Sdn Bhd	- Developer (Absent)

**In Attendance:**

C) **Property Managers** :

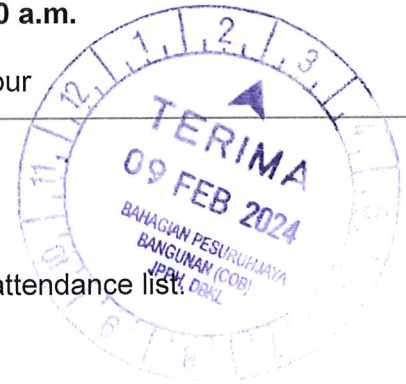
Mr Ooi Jian Xiang	KJ Property Management Sdn Bhd
Mr Premkumar Kuthan	Head of Finance and Client Management
Mr Danish Yaqzan Joginder	Senior Associate Building Manager
Team of staff members Registration, Admin.& Accounts	Senior Building Manager / Moderator

**By Invitation:**

D) **Legal Adviser** : Justin Ong & Associates  
Mr Justin Ong Principal Partner

E) **Others:**

Mr Bane Lim	- Consultant
Ir .Ng Yee Fock	- Consultant
Mr Charles Ooi	- Minutes-writer



## Commencement of the 6<sup>th</sup> Annual General Meeting

### Establishment of Quorum:

At 10.00 a.m., Mr Danish Yaqzan (“DY”), the Senior Building Manager of KJ Property Management Sdn Bhd, as the registered property managers for Scott Garden Joint Management Body (“Badan Pengurusan Bersama Scott Garden”), acting as the Moderator for the meeting, announced that the quorum required for the AGM as provided in Section 15 of the Second schedule of the Strata Management Act 2013 (Act 757) was half of the eligible units (being 314 parcels of the 628 units from the total 1,299 units which Scott Garden Joint Management Body is comprised of, was not present with only 84 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 10.30a.m. the meeting was called to order with DY welcoming everyone, to state that attendance of eligible parcel owners was now **117 units** being represented, **comprised of 82 owners & 35 proxies**, to declare the 6<sup>th</sup> AGM of Scott Garden Joint Management Body (SGJMB) to be in session.

DY, called the attention of the members on the floor that the agenda for this AGM has 21 items to be dealt with and would require a proposer and seconder for each motion to be moved and if objected, for the matter to be clarified and/or, be voted upon.

He said that proceedings would be captured by video-recording and in writing and those who wished to address the meeting to raise their attendance registration-card, to be seen and called to step up to the mike, show your card to the camera, to speak when given the floor so that the matter is properly recorded. He added that questions must be related to the particular agenda and once it has been carried, will not revert to the matter again.

DY, said that the voting format would be by a show of hands, meaning members would have to raise their voting card for the count or, if a ballot is demanded, shall be by way of the ballot slips issued them being marked and collected for tally with the results announced when done. If the voting does not affect the next agenda, the meeting will proceed while the tally is being done, which requires 2 owners from the floor, to volunteer to act as scrutineers, preferably one each from Retail and Soho.

No	AGENDA
1	<p><b><u>AGENDA No. 1 – AGM Chairman</u></b></p> <p>1.1 To elect a Chairman for 6th Annual General Meeting</p> <p><b><u>Ordinary Resolution No. 1</u></b></p> <p>“That it is hereby resolved and agreed upon by SGJMB to elect a chairperson from those proprietors present who are entitled to vote from the parcel owners to preside over the 6<sup>th</sup> AGM of the SGJMB until its conclusion pursuant to Paragraph 16 of the 2<sup>nd</sup> Schedule of the Strata Management Act 2013.”</p>
	<p>DY, said that it is a common practice for the current JMC Chair to also perform the role as they would be able to respond to any issues raised.</p> <p>(1-06) Ong Poh See, proposed Pang Choon Kiat (1-12), the current Chairman of the JMC of SGJMB, for the role, seconded by (2-32) Wan Kok Cheong.</p>

	<p>There were no other nominations put forward by the floor, for DY to announce that the floor has decided that Pang Choon Kiat, would serve as Chairman for the 6<sup>th</sup> AGM.</p> <p>(2-63A) Ewe Saw Lee, interrupted the proceedings, coming up to address the floor, to raise an issue regarding the AGM bundle, that it was incomplete as it did not include the Audited Accounts, hence without knowing the financial status of 'members funds' how could any matter be discussed for approval. She added that during the last AGM, the floor had voted and given this JMC the opportunity to reset the accounts although aware that there are legacy issues in the past, would want to know why the accounts were not done as it is 10 years now and this excuse should not be carried over as we are going blind and do not know how much money we have. She stated that what should be done today is to vote for a new committee to take over, that certain people have been running this place for too long and issues have been perpetrated and we are not moving forward, our property value is declining; to question why the JMB is involved in issues and cases regarding the Developer and tenant, to suggest and propose that the floor immediately elects a new committee to take over because there is no sense to go through all these resolutions and spend money, to ask that this be voted.</p> <p>DY, requested that she halts her address and return to her seat, to inform the floor that the AGM would proceed according to the agenda and not as per her urgings.</p> <p>(C-16-20) Soo Tee Wei, enquired whether the AGM could proceed without the Audited report being presented, requesting the Chair clarifies the matter and provide an answer; to which it was passed over to Ooi Jian Xiang (OJX), Head of Finance and Client Management, who explained that it is not necessary to be presented as it could be done later, so long as the management accounts are made available, as had been attached with the bundle as an expenditure statement, and matters of the backlogged accounts would be briefed upon when the agenda item comes on later.</p> <p>(2-63A) Ewe Saw Lee questioned his (OJX) explanation, stating that the JMC had been given the mandate since the past AGM; to which OJX, said it was not rocket science but it takes time and there were challenges faced to get it done up from Day-1, matters of which would be explained later. She then came up front to make further comments on the matter questioning the delay and explanations made, disregarding the protocols of the meeting, to again urge that the floor moves for the elections to be held immediately for a new committee to be in place to move things forward, to look into the audited accounts and report back in 8-10 months' time.</p> <p>DY, explained that the AGM has to proceed as per the given agenda and this comes under the Agenda on the accounts matters, which will be addressed later and could be queried upon then, to move on to Agenda No. 2.</p>
<p><b>2</b></p>	<p><b><u>AGENDA No. 2 – Rectification of misstatements in the Minutes of the 5th Annual General Meeting</u></b></p> <p>Ordinary Resolution No.2.1</p> <p>To rectify errors in the taking of the minutes of the 5th Annual General Meeting held on 20.8.2022, as per attached Appendix 1</p> <p>In the 5<sup>th</sup> AGM on 20th August 2022 under HSR Property Management Sdn Bhd, at the registration counter they had issued voting cards with 3 categories in 3 colours i.e. Owner-Yellow, Corporate Representative-Pink and Proxy-Blue which had the same serial, hence the confusion and errors in the 5th AGM minutes of:-</p>



Ordinary Resolution 11(a) - 5th AGM

"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 daily rest with pursuant to Section 25(6)(b) Strata Management Act 2013"

#8 (B-18-09), asked why should SOHO be paying more than Retail, complaining that the maintenance at 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.

Should read as

"#8 (A-12-06), asked why SOHO should be paying more than Retail."

Ordinary Resolution 12 - 5th AGM

"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to resolve and adopt the following resolutions:

*11.1 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.

*11.2 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."*

#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.

#17 (3-68), proposed that the matter be moved, seconded by #8 (B-18 09).

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.

Should read as:

"Item 11.1 should read as 12.1 and item 11.2 should read as 12.2"

"#17(3-68), proposed that the matter be moved, seconded by #8(1-09 Retail)."

**Ordinary Resolution No. 2**

"That it is hereby resolved and agreed upon by SGJMB to rectify the minutes of the 5th AGM of SGJMB held on 20.8.2022 as follows:-



	<p>Ordinary Resolution 11(a) - 5th AGM "#8 (B-18-09), asked why should SOHO be paying more than Retail."</p> <p>Should read as: "#8 (A-12-06), asked why should SOHO be paying more than Retail."</p> <p>Ordinary Resolution 12 - 5th AGM "Item 11.1 should read as 12.1 and item 11.2 should read as 12.2" "#17(3-68), proposed that the matter be moved, seconded by #8(B18-09)."</p> <p>Should read as: "#17(3-68), proposed that the matter be moved, seconded by #8(1-09 Retail)."</p> <p>DY, said that this agenda was pertaining to correcting the wrong units numbers being ascribed to them being proposer and seconders in the minutes, to be acknowledged.</p> <p>(B-18-33) Lee Wee Koon, said that one of his motions submitted pertains to this agenda, which he would have done with firstly and then for it to be attended to later, about rectifying one of the previous agenda #12, which is related in context and even if this is passed, this should not count; to which DY, said that his matter could be raised later then.</p> <p>There being no other queries nor objections raised, the Chair announced that Agenda 2 has dealt with and thereby unanimously carried and passed.</p>
<p><b>3</b></p>	<p><b><u>AGENDA No. 3</u> – Outgoing JMC to present current status &amp; bank balances and KJ Property Management to present building maintenance report and progress update on ongoing activities</b></p> <p>DY, called upon OJX, to brief on the matter for which the salient figures was screened and explained as:-</p> <p>Bank Balances: as at January 12, 2024</p> <ul style="list-style-type: none"> <li>- Current Account - RM2.2 Million;</li> <li>- Fixed Deposits - RM4.9 Million;</li> <li>- Total Funds available – RM7.2 Million</li> </ul> <p>JMC to report on Achievements – Chairman called upon Ong Poh See to briefed on 2 key matters:</p> <ol style="list-style-type: none"> <li>(1) JMC managed to obtain the Fire Certificate finally;</li> <li>(2) I-Beam defect - structural issue, hence engaged C&amp;S engineer to get it properly attended and made good.</li> </ol> <p><u>Operations:</u> Slides screened in tandem with briefing presented by KJPM's Senior Associate Building Manager – Mr Premkumar.</p> <p>KJPM took over the Site in August 2023 as Property Managers - lot of challenges, manage to resolve and reestablish within 3 months;</p> <p>Various tasks and projects completed since:-</p> <ul style="list-style-type: none"> <li>- Revitalised operational upkeeps with scheduled general repair &amp; maintenance works;</li> </ul>

- Got SIGMA to reactivate the escalators and travellers;
- Toshiba has come in and checked all SOHO lifts, with JKPP inspection done and DOSH certification process too;
- Remaining works in the pipeline - tiling works, mostly completed;
- Other M&E works being done and with the JMC's support, and some more time given, will see further improvements made.

(2-63A) Ewe Saw Lee, queried bank statement shown earlier, to state that the JMB has 2 separate bank accounts, one for Retail and another for Soho and that it would be something that is very fictitious, unless it is consolidated, we don't know. She questioned the competency of the JMC in terms of the financial management, of our property and of our assets. How can we entrust people who really don't know and give us this kind of rubbish as we currently got 2 bank accounts where traditionally they had 8-9 bank accounts; from Notsa Management until now, it keeps on changing accounts. So there should be more than that and not what we have been shown.

OJX, said that the JMB has 2 accounts and to prove the authenticity of the figures shown, he will get the independent confirmation from the Bank and have the statements published onto the notice board if there is a request from the floor. In terms of audited accounts, it will be briefed later as there is an agenda on it.

(2-63A) Ewe Saw Lee, came forward to insist that OJX shows the bank statement now.

(A-08-10) Mahalingam A/L Veluppilai, expressed his amazement and consternation that the Bank account statements were not available to be presented at this meeting, not as though it was just called and they should have had time to prepare all such reports and not make fools of everyone here; to which OJX explained that they were just showing the Bank balances in totality and would show the bank statements in a while as supporting documents are not required in the presentation.

(C-16-20) Soo Tee Wei, enquired whether the Statutory accounts have been signed off that they have taken responsibility for it, even though the audited accounts have not been provided; to which OJX explained that no one has signed off the accounts since Day-1 and will be dealt with later.

DY, stated that the matter raised will be dealt with as the next 2 agenda items for the presentation to be deemed concluded.

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**AGENDA No. 4 - To present all legal cases by legal counsel**

Mr Justin Ong (Legal adviser) informed the floor that the JMB had appointed him to handle some legal proceedings, to brief the floor as to what transpired as a matter of accountability that every owner is rightly informed, as it set out in the 5 cases listed, explained as follows:-

**Suit No. 1 - Fuji Film Business Innovation Asia Pacific Pte Ltd.**

Agreement to supply a photocopier machine to SG, signed up for 5 years by a previous MO, which is disallowed under the Act. Settlement was reached with the 4 years out of time dues to be borne by them and not the JMB, which will only pay for the period of actual use. Matter is closed.



(2-32) Wan Kok Cheong, enquired if the matter has already been settled, why have it stated as an agenda matter; to which Justin, said that whatever legal matter handled would best be made know to the floor.

Suit No. 2 – HSR Property Management Sdn Bhd (former PMC)

Allegations made, suit was filed, settlement agreed to for JMB to pay their outstanding Management fee only on condition that they revert to settle some outstanding of accounts and handover issues.

(2-63A) Ewe Saw Lee, interjected his presentation that what is important is about matters of the JMB being sued and how it became a party to the matter of the Decathlon suite against the Developer, which affects the JMB as the matter is critical where it is a defendant; to which DY, requested that she not interrupt the presentation with queries as matters being raised may have yet to be presented and would be explained upon.

Justin Ong, assured the floor that he would respond to queries after his entire presentation on the 5 cases but that some were in Court, may be contentious and would have to be appropriately responded then, He stated that for HSR, the matter has been settled.

Suit No. 3 – Trinity Work against Aston Villa & JMB

Trinity Work, a Retail tenant then had installed a glass canopy and sued for return of deposit which was withheld as removal of the canopy installed on the basis that it was at the Developer's area, which was later disallowed by the JMB on cessation of their tenancy, as such works would affect the common area that cranes, equipment & workmen would be on premises, also that the installation approval then having been given by Aston Villa.

Matter had been settled on the basis that they could undertake the removal as per the JMB's house-rules and work guidelines and once completed a joint-inspection is to be done and the deposit refunded provided that all is in good order.

Suit No.4 – Decathlon against Aston Villa (JMB as 3rd Party)

The fire which happened last year at 'Mr. Dollar' premises, apparently caused Decathlon to close down for a week to conduct fire-testing, who then sued Aston Villa, which in turn dragged in the JMB that in the event that damages were awarded to the Plaintiff, it wanted the JMB to indemnify them (Aston Villa) on the basis that the JMB did not maintain the fire-fighting equipment of the entire premises as a whole. This case goes to trial in May 2025 and the defense of the JMB is taking is that the building fire-fighting system is properly maintained and regularly serviced and it is not in control of the fire-fighting system within the premises of Decathlon and does not admit any liability in that respect.

Suit No.5 – Mr Lew Took Fook

Mr Lew claimed one day he came to EconSave at night and when exiting the carpark, swung into a puddle of water which caused apparent damage to his car, matter of which goes to trial also in 2025 and the matter has been informed our Insurers who are in contact with his lawyers.

Suit No. 6 – JMB (Plaintiff) versus Aston Villa (Defendant)

An ongoing legal proceeding where the JMB is disputing the bills issued by Aston Villa, as the Electricity-supplier for the entire premises, that the billing done for the common property might be inaccurate.

(2-32) Wan Kok Cheong, said that looking at all the 6 cases, number 2 to 5 are all Session Court matters and in regard to case No. 2, asked what was the course of action and quantum that they were suing the JMB for; to which Justin, said that the sum is approximately RM100K worth of unpaid management fees because they packed their bags and left giving only 24-hour notice.

Wan, continued, to query case No. 3, what was the course of action; to which Justin Ong said the JMB was dragged in because it refused access for Trinity Work to remove their canopy and for its RM6K deposit then, case of which is now settled.

Wan, queried as to the Decathlon matter, the JMB being brought in as a 3<sup>rd</sup> party, asked whether Justin had put in under Order 18, Rule 19, to strike out the JMB on the grounds that it is not liable; to which Justin said that they have not and will not as in their view it does not qualify to be struck out.

Wan, enquired in detail about case No.5, to which Justin replied that the Plaintiff was seeking compensation of RM130K for repair of his damaged vehicle and as to whether they had been asked to produce documents in support of their statement of claim as per the rules of the Court to determine whether the JMB have a good case to strike it out and not waste its resources on this legal case, he said that for the record, the Plaintiff's lawyers had put in a quote from a Honda service-centre in Puchong, which states the cost to overhaul the engine, etc. would come to that amount, which they intend to challenge the matter, elaborating further on the related points .

(B-13A-07) Sivanaswaran A/L Thangavelu, requested that the meeting proceed with the rest of the agenda and they were going into details of the case which is irrelevant at this point and to let the experts deal with the matter.

(B-18-31) Lee Kim Fang, referred to the Fire-certificate having just been received, to question on what grounds does the JMC have to say that the building's fire-protection system was maintained, to urge that it would be better to negotiate the matter than to challenge it in Court as it would be a losing battle; to which Justin said that the concern is well taken as the exposure to this case is over RM800K, amount of Aston Villa is being sued but which the JMB could be made liable for if the indemnification is awarded. He said that this was not a Town-hall to discuss legal strategies but at the material time the fire happened and before that, the JMB had hired independent fire-fighting contractor and the system is tested and fine; also that Decathlon's fire-fighting consultants have also confirmed as when they tested theirs, being linked to the Central-control room system, all were in good order.

(B-18-33) Lee Wee Koon, said that all these questions raised today could have been avoided if the minutes of the JMC meetings were well-detailed for the matter to be captured and published. He asked whether there were other Tribunal cases which are not raised here a 4<sup>th</sup> AGM matter of Amran bin Abdullah; to which Justin replied that these were the cases he had been tasked to handle and was not aware of any past cases which were before his time. (1-06) Ong Poh See, explained that Amran was a staff of the Developer who claimed he was sacked, given 24-hour notice then, with the matter handled by the JMC Chairperson then – Valerie Chong, for which they were taken to Industrial Court and struck a settlement.

(B-18-33) Lee Wee Koon, continued with his queries on another matter – of Mat Ghani bin Abdullah and four others versus Ong Poh See and Shia Yen Fong; to



	<p>which Ong Poh See, explained that this was a High Court case with Valerie Chong suing internally the JMC, with a Tribunal decision arrived at where she stepped down to then have their Lawyer – Lai Chee Hoe, to fight for costs of RM8K in high court, which is actually on-going but not settled as he had since left the JMC's service. Ong Poh See, said that the JMB receives legal letters for all sorts of matters every month and that it is being pulled in as 3<sup>rd</sup> party, which if their eyes seem as though the current Committee is not doing anything, said she is not happy either when allegations come up that things are not done. She said that the matter is not settled, and they were sued being on the Committee then and that Valerie Chong had withdrawn her case but the matter of costs not resolved.</p> <p>(C-13A-23) Shia Yen Fong, said she was one of the parties that was sued by Valerie Chong, which caused them to have to go for Tribunal hearings many times but the case was won and awarded RM8K in cost but it is still unsettled.</p> <p>(B-18-33) Lee Wee Koon, enquired of the members on the floor, whether they have or know of any more cases against the JMB, on the basis that for the next term, they are aware so that it could be mediated now, claiming that he was aware of 3 more cases to be clarified.</p> <p>Meeting Chairman, announced that Agenda 4, on the presentation of Legal cases was thereby considered dealt with and the matter passed.</p>
5	<p><b>AGENDA No. 5 - Presentation of Income &amp; Expenditure Statement for the 7-months period 1 April 2023 to 31 October 2023 - Appendix 2</b></p> <p>OJX, explained on the nature of the accounts at The Scott Garden, where for so many years, nobody could prepare the audited reports or management accounts, screening a Chronology table which showed the periods of transition and lack of continuity that there were three (3) accounts set up and in use since Day-1, namely:-</p> <ol style="list-style-type: none"><li>1) Notsa Management Sdn Bhd</li><li>2) Scott Garden Soho Management Sdn Bhd</li><li>3) Scott Garden Joint Management Body</li></ol> <p>OJX, said that Retail obtained VP first with the entity set up by the Developer – Aston Villa, being Notsa Management Sdn Bhd, which all payments were made to this company, which was then audited by Leow &amp; Associates, in 2012, Notsa Management Sdn Bhd is also audited but with monies, assets and liabilities in its books being transferred to The Scott Garden Joint Management Body also then audited by Leow &amp; Associates. In 2013, Soho completed, having its VP, with a company formed as Scott Garden Soho Management Sdn Bhd, for all its collections.</p> <p>Why the accounts are so messy is because the JMB does not have access to any documents nor the audited accounts of Scott Garden Soho Management Sdn Bhd, if any were done. In 2017, it was handed over to the JMB formed then by order of the Court to be the Scott Garden Joint Management Body.</p> <p>OJX, said that under the Companies Act, if both companies were owned by the same parent, it would need to consolidate the accounts to form one single entity and if not done would have to have their accounts qualified.</p>

However, under the Strata Management Act, there is no such arrangement and it must be done as a single entity, to be in conformance with the Act but when Scott Garden was formed it was still under Act 663, which caused the split in accounting done earlier, as it stipulated that one maintenance account shall be opened for each development, with payments to be made to the Developer's name; whereas in this case, there were 2 accounts opened for each of Notsa Management Sdn Bhd and Scott Garden Soho Management Sdn Bhd which caused the anomaly.

He said that when KJPM took over, there were records of the JMB writing in to Kumpulan Niaga, which replied that the JMB is not a registered owner hence they were not obliged to furnish it any information with regards to Scott Garden Soho Management Sdn Bhd. This will give rise to the issue that the accounts will not reflect a true and fair view as there is no opening balance for SOHO and 5 years of transaction is untraceable.

Currently, Retail side has all the information but not for Soho, hence this disallows the accounts to be properly consolidated, audited and certified. This then is the challenge which the owners have to be aware of, as in the past attempts at auditing were done and paid for but which could not come up with the full audit report to be signed off, because there was no confirmed 'Opening Balance' received, hence it does not make sense for them to confirm matters as being 'true & fair'.

What they are doing now is undertaking all the checks and have gone from backwards up till 2017, which to be completed will take time as it is not something simple to comb the offices for all records to be recompiled and reconciled and when it comes to auditors, they would need documents such as payment vouchers, etc. sighted to determine whether these are correct.

OJX, added that the following agenda deals further on this matter, which goes into taking civil action and undertaken a forensic audit to get matters right, which could turn out to be costly and tedious. He stressed that there are a lot of steps to be taken and it cost money and if any audit firm was invited, they likely would not want to take up the job either as it would take up too much time in pursuit of this task.

(B-18-31) Lee Kim Fang, said that it was agreed at last year's AGM how to proceed on this matter, understanding the issues but was there a solution proffered as this matter was being repeated at every AGM; to which OJX said he could give his commitment that no matter who are on the JMC, he would stay on to complete the audited report and have it cleared somehow, having done up till 2017 now, to quip that he had not billed for his services yet but is committed to get it done within the 8 months duration requested to see this through.

(B-18-31) Lee Kim Fang, requested that OJX gives a proposal for the floor to decide how to move this matter along; to which OJX explained the 'back-story' of the matter, stating that in 2011, there was no Management Office but some RM200K was spend on renovations, creating an office owned by a director of the Development company among the things which an audit would uncover, including monies spent on promotional items, which is against the Act, such matters would be highlighted in the report being compiled.

OJX, further said that to start fresh would be an issue as how would the Electricity billing of AV to the JMB, claimed at RM37 Million now be dealt with, against the Maintenance charges which AV owes the JMB a substantially larger



	<p>amount. Hence, the proper way is to come up with the accounts to be presented at an EGM, for which he could get prior advice from KPMG (one of the top 4 accounting firms, where he had served for 6 years previously) how to deal with this matter, to be on solid ground so as to move forward, not based on individual opinions, lest some party sues the JMC again.</p> <p>OJX, then digressed to state that he had just received the screenshots of the Bank statements, to confirm his earlier notification to the floor of the amount of monies currently held by the JMB; which shows RM1.2 Million in CIMB; RM400K in Ambank, plus RM5.0 Million in Fixed Deposits, in confirming the matter as was flashed earlier on.</p> <p>He concluded his briefing, stating that when the reports have been completed, an EGM would be called.</p> <p>DY, said that this agenda has been dealt with and clarification given that the figures presented are current and correct as had been stated by OJX.</p> <p>Meeting Chairman - moved that the matter has been dealt with and passed, there being not further questions raised.</p>
6	<p><b><u>AGENDA No. 6 – To table the backlogged management accounts for the years ended 2012 to 2017 - Appendix 3.</u></b></p> <p>The JMB is incorporated on the first AGM held on 13 March 2012, the first-year audited accounts ended 31 December 2012 Appendix 5. The developer period upon vacant possession in year 2011 account is being prepared and audited under Notsa Management Sdn Bhd for financial year 31 December 2011.</p> <p>JMB only consists of 218 Retail units. SOHO 1080 units were handed over in March 2013 but the accounts were under a company namely Scott SOHO Management Sdn Bhd which JMB has no access to. Hence, the accounts cannot be consolidated for Retail and SOHO under Scott Garden JMB.</p> <p>In accordance with Ordinary Resolution 5 passed in the 5<sup>th</sup> AGM, an accountant, Resolutions Advisory, has been appointed to reconstruct the backlogged accounts from the beginning. Works which have been completed thus far includes, ascertaining the opening balance from developer's period ended 12<sup>th</sup> March 2012 (Before First AGM) and reparation of the Scott Garden Joint Management Body's accounts up to year 2017.</p> <p><b><u>Ordinary Resolution No. 6a</u></b></p> <p>It is hereby resolved and agreed to continue to reconstruct the backlogged accounts up to 2017 without SOHO accounts and thereafter consolidate Retail and SOHO accounts and to ascertain using opening balance from SOHO Management Sdn Bhd and to appoint an independent auditor to carry out the audit work, in accordance with the Strata Management Act 2013 and Malaysian Private Entity Reporting Standards ("MPERS")."</p> <p><b><u>Ordinary Resolution No. 6b</u></b></p> <p>It is hereby resolved and agreed that the Scott Garden Joint Management Committee shall convene an Extraordinary General Meeting within 8 months to adopt the audit report upon the completion of reconstructing of backlogged accounts and auditing exercise.</p> <p>(B-18-33) Lee Wee Koon, queried the budget allocations of RM6K for Soho and RM4K for Retail entered for auditing and accounting fee; to which OJX, explained that those were budget figures but not necessarily the monies to be spent as the rule of the Budget is that the JMC cannot spend more than 10% of the approved figures.</p>

(B-18-33) Lee Wee Koon, continued his query, referring to Ordinary Resolution No. 6b, mentioned that until and unless the audited reports were confirmed and adopted in 8 months' time, defaulters could not rightly be pursued as the matter was not resolved; to which OJX, replied that resolve is a very strong word but that the matter as it stands, is what it is.

DY, called the floor's attention to the matter, to stress that if Ordinary Resolutions 6a and 6b, were passed and carried seeing that there were no further queries nor objections raised, it would mean that the following resolutions in agenda 7, 8 and 9, could then be moved and would be considered to be approved and carried as well.

Meeting Chairman, announced that Agenda 6 has been moved and its Ordinary Resolutions 6a and 6b, thereby **approved and carried, there being no further questions nor objection raised.**

**7** AGENDA No. 7 – In accordance to Agenda No.5 and Ordinary Resolution 5, to request the previous office bearers and/or JMC to review and to sign off on the audit report for the respective years in office.

Office bearers for respective financial year is as listed below:

2011 to 2012		Developer's Period (Notsa Property Mgt)			
1st AGM on 13 March 2012					
Accounting Year ending/ Audit Report	Period in office	Chairperson	Treasurer	Secretary	JMC
31 December 2013 to be signed by Selvarajoo Sundram	10 months	Selvarajoo Sundram -	Nagarajan A/L Thambiah	Larry Yong Woon Pin	1. Kumana A/L Indran 2. Mohd Halim Why Bin Abdullah 3. Koi Ah Leng 4. Wong Siew Kim 5. Khoong Chee Meng 6. Pang Choon Kiat 7. Pang Chin Kin 8. Wong Ying Sing 9. Seah Seong San 10. Yoon Goon How (Aston Villa Sdn Bhd)
31 December 2014 to be signed by Selvarajoo Sundram	12 months	Selvarajoo Sundram	Nagarajan A/L Thambiah	Larry Yong Woon Pin	1. Kumana A/L Indran 2. Mohd Halim Why Bin Abdullah 3. Koi Ah Leng 4. Wong Siew Kim 5. Khoong Chee Meng 6. Pang Choon Kiat 7. Pang Chin Kin 8. Wong Ying Sing 9. Seah Seong San 10. Aston Villa Sdn Bhd
December 2015 to be	12 months	Selvarajoo Sundram	Nagarajan A/L Thambiah	Larry Yong Woon Pin	1. Kumana A/L Indran 2. Mohd Halim Why Bin Abdullah



	signed by Selvarajoo Sundram					3. Koi Ah Leng 4. Wong Siew Kim 5. Khoong Chee Meng 6. Pang Choon Kiat 7. Pang Chin Kin 8. Wong Ying Sing 9. Seah Seong San 10. Aston Villa Sdn Bhd
	31 December 2016 to be signed by Selvarajoo Sundram	12 months	Selvarajoo Sundram	Nagarajan A/L Thambiah	Larry Yong Woon Pin	1. Kumana A/L Indran 2. Mohd Halim Why Bin Abdullah 3. Koi Ah Leng 4. Wong Siew Kim 5. Khoong Chee Meng 6. Pang Choon Kiat 7. Pang Chin Kin 8. Wong Ying Sing 9. Seah Seong San 10. Aston Villa Sdn Bhd
<b>2nd AGM on 21 Jan 2017</b>						
	31 December 2017 (9 months consolidate) to be signed by Chong Wei Chen	12 months	Chong Wei Chen	Yap Kuang Hui	Aaron Lau In-Tsoi	1. Chew Cheh Sing 2. Tan Sui Fah 3. Lim Soon Kiat  4. Lee Kar Lai 5. Kan Weng Hoe 6. Hue Kok Chong 7. Lee Wee Koon 8. Aston Villa Sdn Bhd
	31 December 2018 to be signed by Chong Wei Chen	12 months	Chong Wei Chen	Yap Kuang Hui	Aaron Lau In-Tsoi	1. Chew Cheh Sing 2. Tan Sui Fah 3. Lim Soon Kiat  4. Lee Kar Lai 5. Kan Weng Hoe 6. Hue Kok Chong 7. Lee Wee Koon 8. Aston Villa Sdn Bhd
<b>3rd AGM on 22 Dec 2018</b>						
	31 December 2019 to be signed by Tan Sui Fah	12 months	Tan Sui Fah	Chun Chia Kai	Hee Wee Lee	1. Tan Chooi Kin 2. Thing Wei Siang 3. Shia Yen Fong 4. Ho Foonk Yane 5. Chong Wei Chen 6. Aston Villa Sdn Bhd
<b>4th AGM on 2 Nov 2019</b>						
	31 December 2020 to be signed Ong Poh See	12 months	Ong Poh See	Foo Wei Sze	Hee Wee Lee	1. Pang Siew Lan 2. Shia Yen Fong 3. Aston Villa Sdn Bhd

1 December 2021 - MCO to be signed by Ong Poh See	12 months	Ong Poh See	Foo Wei Sze	Hee Wee Lee	1. Pang Siew Lan 2. Shia Yen Fong 3. Aston Villa Sdn Bhd
<b>5th AGM on 22 Aug 2022</b>					
31 December 2022 - MCO to be signed by Ong Poh See	8 months	Ong Poh See	Foo Wei Sze	Hee Wee Lee	1. Pang Siew Lan 2. Shia Yen Fong 3. Aston Villa Sdn Bhd
	4 months	Pang Choon Kiat	Chang Lai Ping	Heng Yong Huat, Vincent	1. Kan Weng Hoe 2. On Zen You 3. Lam Zi Zen 4. Ong Poh See 5. Aston Villa Sdn Bhd
31 December 2023 to be signed by Pang Choon Kiat	12 months	Pang Choon Kiat	Chang Lai Ping	Heng Yong Huat, Vincent	1. Kan Weng Hoe 2. On Zen You 3. Lam Zi Zen 4. Ong Poh See 5. Aston Villa Sdn Bhd
<b>6th AGM on 13 Jan 2024</b>					

**Ordinary Resolution No. 7**

"That it is hereby resolved and agreed that Mandate is given to the in-coming Scott Garden Joint Management Committee the authority to request the previous office bearers to sign off on the audit report for the respective years in office.

Accounting year ended

**Retail Only**

- 31 December 2013
- 31 December 2014
- 31 December 2015
- 31 December 2016
- 31 March 2017 (3 months ended)

**Consolidated - Retail and SOHO**

- 31 December 2017 (9 months ended)
- 31 December 2018
- 31 December 2019
- 31 December 2020
- 31 December 2021
- 31 December 2022
- 31 December 2023

(B-18-33) Lee Wee Koon, informed the floor that he was given to understand that Selvarajoo Sundram, the JMC's Chairperson of first 4 teams of the JMB, had passed away and urged that the incoming JMC requests the Developer to arrange for either of the other 2 office-bearers – Larry Yong Woon Pin or Nagarajan a/l Thambiah, to sign off instead.



	<p>Meeting Chairman, announced that Agenda 7, Ordinary Resolution 7, has been moved and its resolutions thereby <b>approved and carried</b>, with no further queries nor objections raised from the floor.</p>
<p>8</p>	<p><b>AGENDA No. 8</b> - To report to the Commissioner of Buildings and/or the Malaysian Anti-Corruption Commission against the JMC from previous terms, should the respective JMC refuse to sign off on the audit reports for respective years in accordance with Strata Management Act 2013 .</p> <p><b><u>Ordinary Resolution No. 8a</u></b></p> <p>"That it is hereby resolved and agreed to report to the Commissioner of Buildings and/or the Malaysian Anti-Corruption Commission against the JMC from previous terms, should the respective JMC refuse to sign off on the audit reports for respective years in accordance with Strata Management Act 2013".</p> <p><b><u>Ordinary Resolution No. 8b</u></b></p> <p>"That it is hereby resolved and agreed that should the respective JMC refuse to sign off on the audit reports for respective years in accordance with Strata Management Act 2013, the incoming JMC will sign on the behalf".</p> <p>(B-18-33) Lee Wee Koon, proposed that Ordinary Resolution No. 8b, should absolutely not be approved as the past JMC members should be made responsible and the matter not be imposed upon the incoming JMC, questioning whether this was some sort of strategy; to which OJX, explained that sign off being only as a declaration that the signatories acknowledge the report but are not responsible for the veracity of its figures prepared.</p> <p>(B-18-33) Lee Wee Koon, insisted that Ordinary Resolution 8a would be adequate to cover the matter and 8b could be removed; to which OJX said that it was not possible, for the matter to be further explained upon by DY, that whoever the incoming JMC office-bearers sign off the audited report, they were not responsible for the figures prepared but were only confirming that it was prepared for presentation at the general meeting for the floor's decision and would not be liable in any way as the previous AGM minutes would show the JMC members who should be responsible for affairs of the financial year in question.</p> <p>OJX, read out the statement to be signed by the Office-bearers of the Committee, which reads as:</p> <p><i>"We ....person 1 and person 2, being two of the members of the Committee of XXXJMB, do hereby state on behalf of the Committee, in our opinion, the accompanying financial statements for the financial year ended (eg.) 31 December 20XX, set out on pages X to X, are drawn up in accordance with the Strata Management Act, 2013 and Malaysian Private Entities Reporting Standard in Malaysia, so as to give a true and fair view of the financial position of the XXXJMB as at 31 December 20XX and of the financial performance and cash flows for the financial period then ended".</i></p> <p>(B-18-33) Lee Wee Koon, said that there were 11 tenures of which he feels that Ong Poh See, Pang Choon Kiat, Valarie Chong among others, would be willing to sign off for the recent terms but what becomes of the initial and earlier tenures if the Developer is not able to assign the stated persons; to which OJX, said that it was not an issue and could be done otherwise.</p>

	<p>(1-06) Ong Poh See, took the floor to explain that when the Developer was running the place initially there was no AGMs called and all details only appears in the 5<sup>th</sup> AGM, compiled then and as Ms Yew had earlier commented, it is really not easy as it is a 12-year period, where PMCs have had to come and takeover without any proper opening balances, starting from the first 5 years; even from the 1<sup>st</sup> AGM held by Aston Villa as the Developer, there was no audited accounts prepared nor presented. She urged the floor kindly bears with them and now, with the commitment of OJX, they should be able to complete this humungous task. As to (B-18-33) Lee Wee Koon's concerns as to who is to sign in such matters, from the advice given her by the COB office, to go back to those office-bearers of the term who issued the cheques itself so as to get the reports endorsed. She added that an audit report session would be arranged to be held for all of these responsible persons to participate and sight the opened books with the view to sign, In the event that whosoever refuses to sign, we will need to move on nevertheless as the accounts had really been a struggle to handle over these 12 years since the opening.</p> <p>(A-10-11) Eng Kee Wat @ Ng Yee Siang, commented on (B-18-33) Lee Wee Koon and (1-06) Ong Poh See's comments, that in his other sites where he served in the past, they have insurance package cover of 'E&amp;OE' of up to RM5.0 Million and that coverage is retroactive even when one has left the JMC, which should also apply here (as a matter of reassurance to the parties involved).</p> <p>Meeting Chairman, announced that Agenda 8, Ordinary Resolution 8a and 8b, has been moved and thereby <b>approved and carried</b>, with no further queries nor objections raised from the floor.</p>
<p>9</p>	<p><b><u>AGENDA No. 9</u> - To seek legal recourse against Developer, 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.</b></p> <p><b><u>Ordinary Resolution No. 9</u></b></p> <p>"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 Developer, 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."</p> <p>There being no queries nor objections raised from the floor on this matter, the Meeting Chairman, announced that Agenda 9, Ordinary Resolution No. 9, has been moved and is thereby <b>approved and carried</b>.</p>
<p>10</p>	<p><b><u>AGENDA No. 10</u> - Adoption of Budget for the term from 1.1.2024 to 31.12.2024 Appendix 4</b> To consider the annual operating budget for each component for the term from 1.4.2024 to 31.3.2024.</p> <p><b><u>Ordinary Resolution No. 10</u></b></p> <p>"That it is hereby resolved and agreed upon SGJMB that the annual operating budget from 1.1.2024 to 31.12.2024 as contained in Appendices to reflect the actual or expected general or regular expenditure for each component, pursuant to Section 23(3) Strata Management Act 2013."</p> <p>OJX, said that the Budget has been circulated in the AGM booklet and had been explained upon earlier that even though the money is allocated, it would not necessarily be spent.</p>



(B-18-33) Lee Wee Koon, raised some questions on the Soho budget, re: appendix 3, in relation to his motion on uniform rate and that some legal cases are inevitable, pointed out that any legal fee should not be prominently budgeted for RM5K for Soho and RM15K for Retail, maybe it could be sourced from the Sinking fund; to which OJX, explained that in terms of JMB spending in accordance to KPKT guidelines, in the event of legal actions against the JMB, it cannot wait for an EGM to be called to get funding approval for defense, hence the practice is for the matter to be minuted in the JMC meeting called for such an emergency and it be recorded there as approved to be ratified later on at a general meeting; for example, whether legal counsel is engaged and paid RM100K to pursue or handle the legal matter such as action against Developer, reiterating that the allocation being provided for does not mean spending it.

(B-18-33) Lee Wee Koon, then asked whether RM15K and RM5K is normal for a mixed development property alike SG; to which OJX replied that it is definitely on the higher side but as was briefed earlier by legal counsel - Justin, there were quite few legal cases ongoing and there is no property like this with a huge unsettled utility billing claim of RM37 Million, hence, one has to factor in the quantum and the issues of the site, as it is not comparable; similar to the accounts, which was not properly done since Day-1 as usually when the Developer hands over, Form 4 has to be issued with all the necessary financial information and documents to be transferred over to the JMB for the JMC's takeover, all of which are not present and that the process and procedures were not followed, it has led to the legal issues and costs coming in as a result.

Justin Ong, in clarifying (B-18-33) Lee Wee Koon's question on whether legal fees could be drawn from the Sinking fund, stated that it has to be from the Maintenance fund.

(B-18-33) Lee Wee Koon, enquired how did the allocated figure of RM6K for Soho and RM4K for Retail come about; to which OJX said that it meant for replacements and repairs for any general wear & tear which continually occurs as part of the maintenance needs of the building according to past figures.

OJX, in replying to (B-18-33) Lee Wee Koon's further queries, explained that cost calculation for maintenance is based on the units involved and frequency of use factors, which is decidedly higher for Soho based on its numbers and for Auditing fees of the same allocations, he stated that it is under-budgeted and would welcome anyone who has or knows auditing firms, to get their quotes to compare. He said that he was not here to corner the fees as it was open for comparison and has not even billed for his service yet, just to make things clear.

On Lee Wee Koon's query on the DBKL assessment fee of RM1,060 charged to Soho, OJX explained that it is part of MO space (Common Area) whereas parcel owners are billed direct by DBKL. As for Retail's office (2-06), it is being paid by the unit's owner (Landlord) and not charged to JMB.

As to Lee Wee Koon's query on water charge – Soho of RM43K and Retail of RM8K, that the minimum charge was RM36/-, the numbers don't seem right; to which OJX, replied that this was a standard query at most AGMs but the cost apportionment as budgeted for is rightly done in this manner to ensure that any leakage or variance can be spotted, besides not everyone pays their bills on time.

As to Lee Wee Koon's query on the breakdown of Other Income and the accounting entry done, OJX explained on the sources it is derived from being FDs income, Roro-bins rental, etc., but not including LPI, which is done in similar fashion with water-charges and accounted for at year-end, referring him to page 54 of the AGM book which shows the detailed breakdown of utility billings. He added that the budget is

constructed as a guideline and not to be overspent and the allocations are included so as to ensure cash-flow corresponds that no service disruption occurs and this was the usual method of accounting done.

(2-63A) Ewe Saw Lee, enquired how much was the rental for unit 2.06 'so called' purportedly used as the Management Office for the Retail section when there are so many empty office lots which were available; and why was (1-06) Ong Poh See's unit rented. This is related to Ordinary Resolution No.14, where (1-06) Ong Poh See is again offering another one of her Units - 2-65 for rental, stating also that this is definitely an abuse of power; to which OJX replied that Agenda 14, unit listed as 2-65 was an error, which is corrected in the replacement sheet issued covering Agenda nos. 14 & 18.

(2-63A) Ewe Saw Lee, continued her query, to direct her question to (1-06) Ong Poh See, asking her how much are 'we' paying you for the unit and that we don't need the office as there are enough offices on the 5<sup>th</sup> floor so why are we using members funds to pay you; to which OJX, explained that for a Mixed-Development property, there is usually 2 Management Offices, here its Retail and Soho and to move up the MO to 5<sup>th</sup> floor, non-residents would gain access to the facilities level and could use the swimming pool or loiter about unbeknownst to others.

(B-18-33) Lee Wee Koon, said that it has been done for so long and why only now it was decided to split the MO although this arrangement was approved in the past AGM; to which OJX, replied that the need for separate MOs' is affirmed by the fact that the initial JMB, under Notsa Management had assigned unit 2-68 and spent RM200K for it renovations then, which was interjected and rebutted by (2-63A) Ewe Saw Lee, who stated that "two wrongs don't make a right".

JMC Chairman – Pang Choon Kiat, said that this Unit 2-06 was given over to be used as MO for free for 3 years from the Pandemic-MCO period and that it did not need much if any spending for its use throughout.

(1-06) Ong Poh See, came out to the floor to speak, stating that her family owns 2 blocks of 5 shops here and in 2019 when she came into the Committee, clearly saw that people from Retail, being a public area would need to come up to the 5<sup>th</sup> floor to be attended to, and this arrangement was deliberated and the decision made to have an MO for Retail that it covers 10 acres of the property itself. She stressed that Retail was operational in 2011 whereas Soho came to being later in 2013; with the Developer having to charge monthly rental for Unit 2-68 to be used as MO for RM5K per month, also spending RM200K to get it fitted out (as was informed earlier by OJX). So, the question should be why is it that there is no Retail office for the retail owners for the fact that this building is valued at half-a billion Ringgit and who is she to manage it, which is why they hired a few consultants to get it professionally done, not forgetting that she is only a fellow retail owner. She said that that at the last AGM, the chartered surveyors had presented their report which showed what areas belong to whom and the demarcations and there is a Management Office, which is now being used as the Carpark office, all these matters will be tidied up with the with accounts and legal advice sought.

(1-06) Ong Poh See, continued, to explain how the Retail MO came back into being, that she, as the elected Chairman of the JMC then, always goes about her role on principles and according to the By-Laws, however there were people who used her name to advantage their needs, whereas in her case, for anything pertaining to her unit or personal matters, she has told the Chair and Committee, she would abstain from the decision to be made and the matter was voted for. The fact is during MCO, the small office up at Soho also could not accommodate so many people within besides the movements, so she offered her Retail unit to be used as MO for retail for free for the 3

years since 2019. So, today, standing in front of all, she said that it could be immediately vacated if the floor feels it is in conflict; also mentioning the workability, to have Retail access at 5<sup>th</sup> floor at Soho, compared to within Retail at the 2<sup>nd</sup> floor of the same Block A made a lot of sense.

She said that the past AGM approved the motion and a tender was called only for non-defaulters to participate, exercise of which she was not involved so as not to have a conflict of interest, which in the end the Committee found her bid favourable for award. She added that she is loose about the matter and if a new tender has to be called to allow for interested parties to have the opportunity, it was not a problem for her, exasperated that there were so many stories going around about her.

To a query whether the invitation to tender notice was published, she stated that it was done show in the Retail Owners whatsapp group and as to the tender exercise, she was not involved.

(B-18-33) Lee Wee Koon, taking the floor to agenda 14, on this matter – requesting the floor's approval for a budget of RM90K, to renovate the Management Office at the same lot, said he appreciated her decision made at one of the JMC meetings for this matter to be moved at this AGM; to request that if this motion is approved by large Share Units mandate given by Retail owners, they as Soho owners would not want their Sinking fund monies to be apportioned for the purpose that Soho's contribution is so minimal. As to (2-63A) Ewe's query earlier on as to how was the rental paid, he shared that the rental paid from April 2022 till last March 2023 was RM20,300; and from April to October 2023, another RM20,300 and which is now budgeted at RM24,800 for year 2024, for which he insisted should be taken from Retail's Opex funds and not off from Soho's funds.

OJX, explained that the collections and Opex is done separately for Retail and Soho, as is detailed in the given financials, to be fair to everybody but which ideally should be under one body but is not the case and seldom done here or elsewhere, even though one set of accounts is to be produced for the Authorities, the accounting is kept separate off the books for effective accountability and not to overlap.

(2-63A) Ewe Saw Lee, asked if he had the Debtors and Creditors record to be shown so that the floor could know the magnitude of owing, which is unknown presently; to which OJX, said that he will extract the data from the system and share it later, as the meeting progresses, meanwhile explained that the conversion from square foot to share unit billing method was applied only in 2019.

The billing by square feet basis was advantageous to the Developer prior to that and if the figures were to be disclosed now, it could be challenged by them as the current allotments are not yet finalized and confirmed until the Strata Titles are issued, as accessory parcels were not taken to count yet, which comes with different multiplier factors of charge and would need to be worked out. Other reasons reason being that the Developer has accumulated claims against the JMB for electricity supplied billed at RM37 Million and the JMB is conversely owed RM50 Million worth of maintenance charges, hence the need to redo everything properly to have a basis for settlement, with legal pursuits to be undertaken.

There being no further queries nor objections raised from the floor on this matter, the Meeting Chairman, announced that Agenda 10, Ordinary Resolution No. 10, has been moved and is thereby **approved and carried**.



<p>11</p>	<p><b><u>AGENDA No. 11</u> – Proprietor Database and email invoices</b></p> <p>To give mandate to the Scott Garden Joint Management Committee to email all invoices to proprietors and that such email of invoices shall be considered served. All proprietors shall be responsible to update the details of owners and tenants to the Management Office.</p> <p><b><u>Ordinary Resolution No. 11</u></b></p> <p>“That it is hereby resolved that all invoices to proprietors will be emailed and that such email of invoices shall be considered served. All proprietors shall be responsible to update the details of owners and tenants to the Management Office.”</p> <p>DY, said that the matter is straight-forward and would require all proprietors to update the details, so as not be missed for the billings to be issued via email, thus saving on print, paper &amp; mailing.</p> <p>There being no further queries nor objections raised from the floor on this matter, the Meeting Chairman, announced that Agenda 11, Ordinary Resolution No. 11, has been moved and is thereby <b>approved and carried</b>.</p>
<p>12</p>	<p><b><u>AGENDA No. 12</u> – Billing by share units including accessory parcels and back charged all late payment interest (LPI)</b></p> <p>To amend and correct all billings from square feet to share unit billing from beginning to 2021 for unpaid bills including accessory parcels and back charge all late payment interest (LPI), in accordance with the Strata Management Act 2013, Act 757. The Joint Management Committee is authorised to calculate the appropriate adjustments and issue revised invoices reflecting the share unit billing conversion.</p> <p><b><u>Ordinary Resolution 12</u></b></p> <p><i>“That it is hereby resolved that mandate is given to the Scott Garden Joint Management Committee pursuant to amend and correct all billings from square feet to share unit billing from beginning to 2021 for unpaid bills including accessory parcels and back charge all late payment interest (LPI), in accordance with the Strata Management Act 2013, Act 757. The Joint Management Committee is authorised to calculate the appropriate adjustments and issue revised invoices reflecting the share unit billing conversion.”</i></p> <p>(C-08-17) Tai Li Fang, said she was a new owner here since 2023 and to be back-charged would be unfair to her, to raise her objection to the motion.</p> <p>(B-18-33) Lee Wee Koon, asked if there was a break for the meeting, to then urge the members on the floor not to leave as their ballot will be missed considering that KPJM is very professional with their count. He then went on with his query, stating that since January 2021, whether this was to back-charge or to credit all Retail and Soho proprietors but the uniform rate implemented in January 2020 till September 2022 and since the last AGM, it implemented a different rate since October 2022 until now, to seek clarification whether this was done that some were still done based on square feet basis; to which OJX, explained that as had he had explained earlier, until 2021, it was based on square feet but that the Developer has a lot of accessory parcels to its name which was not billed for, and by the given formulae – square feet X the rate, will arrive at the billing amount for the bank-charge to be applied. So, working backwards: collection divided by share unit, will give the rate per share unit to be billed and for the adjustments made accordingly.</p>

	<p>(B-18-33) Lee Wee Koon, said that in that case, it should be done from the beginning until Dec. 2019, as starting January 2020, the uniform rate was implemented, that he was just helping to point out the matter to be minuted correctly; to which OJX said it would be rectified accordingly and those already converted into share unit would remain so, to add that going back to Day-1, some parties then were calculated and billed at 15Sen psf with Retail units at 30Sen psf and then there was an increment to 60Sen and Parking remained at 15Sen, which is the significance of the matter. So, it will be a 50% movement and once the back-charges are collected from the Developer and affected parties, there will be credit to be reverted to the eligible units which would have to be dealt with then, either by refunds or rebates accorded on progressively basis, else the funds would dry up. He stated that adjusting to share unit basis is proper and fair to everyone which is in accordance to the Act.</p> <p>There being no further queries nor objections raised from the floor on this matter, the Meeting Chairman, announced that Agenda 12, Ordinary Resolution No. 12, has been moved and is thereby <b>approved and carried</b>.</p>
13	<p><b><u>AGENDA No. 13 - Election of Management Committee for the Joint Management Body.</u></b></p> <p><b>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.</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 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>DY, explained that the number proposed by the floor, would exclude a mandatory seat for the Developer’s representative, to request that the number proposed would be without the Developer’s seat, which is automatically included, hence a 5-member JMC proposed, would mean it is a 6-member body.</p> <p>Outgoing Chairman – Pang Choon Kiat, proposed for a 5-member Committee.</p> <p>(B-18-33) Lee Wee Koon, proposed for a 6-member Committee, to ask if any accountant on the floor would like to step up for the role.</p> <p>(1-06) Ong Poh See, demanded a poll be held for this agenda matter and that nominations be closed.</p> <p>(B-18-33) Lee Wee Koon, asked whether the floor could be informed as the share units count present; to which DY, explained that the information would be seen when the ballots cast for this matter is tallied and presented.</p> <p>(A-22A-33A) Lim Han Sheng, suggested that the elections be done together, and the ballot cast in one go in the interest of time that the numbers were close between 5 and 6 members, to be decided from the candidates nominated to be elected; to which DY, replied that it had to be done in 2 parts not to confuse the matter as per the agenda.</p> <p>DY, sought the floor’s attention and advised them as to which ballot slip to fill up and cast into the collection-boxes brought around by the KJPM staff members, to ensure their ballots are accepted and not spoilt.</p>



KJPM's manager – Premkumar, reiterated the procedure for the ballot, informing the floor that they are to only write in the preferred number for the size of the JMC to be formed, whether it is 5 or 6 and not write in any other number or amend the share units written on the ballot as it would be rejected then, to call his staff members to go about collecting the ballots.

DY, requested for 2 owners (one from 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.

The voting process was undertaken, with the ballots cast by the floor, collected and deposited at the room next door for tabulation by the assigned KJPM staff members, witnessed by the 2 scrutineers from the floor who had volunteered.

**INTERMISSION:**

DY, announced that the Chair had agreed for a 45-minute break to proceedings, to allow members to avail themselves of the lunch provided and move about from having formally convened for almost 2 hours since 10.30a.m.

**RESUMPTION:**

DY, called the meeting to order at 1.15pm. with the tabulated results screened and announced, that the majority votes cast called for a 5-member JMC to be constituted, which means 5+1, including the Developer's representative.

<b>Ordinary Resolution 13</b>	5-member JMC	6-member JMC	Voted In
Determine size of JMC	<b>20,728 Share Units</b>	2,051 Share Units	<b>5-member JMC</b>

**ELECTIONS:**

Nominations received by MO were then read out by DY, to confirm that the nominated persons were present or formally represented to stand as candidates to be elected to office, with the 11 nominations called out to be identified, these were (as listed below) with and the floor opened for further nomination after that, which saw an additional 5 owners nominated and accepting their candidacy to stand for election.

Pre-Nominated Candidates:

- 1.Pang Choon Kiat (1-12)
- 2.Chang Lai Peng (3-47)
- 3.Ong Poh See (1-06)
- 4.Lai Sai Too (3-51)
- 5.Lim Wah Seng (2-50)
- 6.Wong Wai Yin (A-22-13A)– (not eligible, with outstanding)
- 7.Wan Kok Cheong (2-32)
- 8.Low Kok Meng (2-09)
- 9.Mahalingam a/l Velupillai (A-08-10)
- 10.Lau Pai Hong (A-23A-32)
- 11.Kuldip Kaur a/p Prem Singh (B-10-02) via Proxy with authorization letter



Candidates Nominated from the Floor:

12. Lee Wee Koon (B-18-33) volunteered himself as a candidate
13. Oh Wai Tien (C-16-01)(Proxy P203) volunteered himself. Disqualified, not owner.
14. Loke Choon Fei (C-10-35) volunteered himself
15. Ewe Saw Lee (2-63A) nominated by Hee Wee Lee (A-22-23A)
16. Lai Seng Wai (C-16-11) volunteered himself

(A-10-11) Eng Kee Wat @ Ng Yee Siang (proxy P207) – proposed NOMINATIONS CLOSED, seconded by (B-20-33) Law Hock Hua (proxy P225).

(B-18-33) Lee Wee Koon, questioned the candidacy of Chang Lai Peng, who has served on the outgoing JMC, whether she was proprietor or proxy that it was going to for election now; to which OJX said to state the facts and not conduct an interrogation which is.

(B-18-33) Lee Wee Koon, said that according to the 5<sup>th</sup> AGM minutes, she was nominated to serve as a proxy authorized representative of parcel S2-33A. According to the published 9<sup>th</sup> JMC meeting she is serving as Treasurer, as a proxy representing Parcel B20-23, to ask what happened. What is the name of B20-23, is it Mewah Kasih Sdn Bhd or Lam See Cheng as was indicated in the minutes. Referring to the Soho defaulters' list, published end of June 2023, the parcel she represented at that point was proprietorship of Mewah Kasih Sdn Bhd. Then at the 5<sup>th</sup> AGM, claimed to be representing Lam See Cheng. Is parcel B20-23 still a defaulter and what about other parcels owned by Mewah Kasih Sdn Bhd, has it defaulted since when and for how many months now. Lastly, whether they were aware that proprietor of defaulted multi-parcels is not allowed to serve nor to authorize a proxy.

DY, said that (B-18-33) Lee Wee Koon, was going out of context and the matter will be decided by the ballot being undertaken; to which OJX, asked if the eligibility of the candidates were being questioned, which is done in such an interrogative manner and that of MO; to which (B-18-33) Lee Wee Koon, argued that the minutes spells this out and further minutes were not available just to confirm the issues.

OJX, said that that if he was not happy with the eligibility to the candidates, he could file a complaint with the authorities -COB to verify if they were qualified to stand, that they had been elected and now 2 have been dropped by ineligibility due to default and the other not being present, so all things are in order and opined that his asking these questions is a waste of the floor's time.

DY, clarified the matters, to state that anyone who has any doubts as to the eligibility of nominated persons to be elected, could take this matter up with COB which will investigate the matter and determine their eligibility whether they may serve as committee member then, which is the way to move forward; to which (B-18-33) Lee Wee Koon, said that if disputed and reported to COB, how soon would they respond and what if Chang Lai Peng is elected, she can be vacated then.

DY, affirmed the matter, to explain that such a situation has occurred and case precedence proves their intervention and should there be a number disqualified which disallows quorum, then an EGM has to be called, to re-elect others to replace the number vacated.

(B-16-02) Wah Swee Hwa said that Chang Lai Peng could provide a response and the matter could be cured here if she is given the opportunity to respond; to which Chang Lai Peng, explained that she was a corporate representative for the company which owns the unit and concerned parties could write in to MO to seek clarification as to her eligibility and was dismayed that (B-18-33) Lee Wee Koon has instead taken the

opportunity to throw in a long list of questions on her eligibility.

(B-18-33) Lee Wee Koon, rebutted her explanation, to assert that she was listed otherwise and the JMC did not produce fresh minutes on the matter of her representation, alluding the fact that she was representing a defaulted parcel and he had given her an opportunity to serve that they were good and when made aware had to raise these issues again, to restate his query as to which parcel she represents, stating also that he served on the JMC for the 2018 term, hence is quite aware of the ownership listing; to which Chang Lai Ping thanked him for his vote then and said that she represents unit S3-47.

(B-18-33) Lee Wee Koon, continued with his interrogations, to raise past AGM issues of corporate representatives and as to the whether the units SG-06, S1-46, S2-46 and S3-47 were all paid up for eligibility, trusting the KJPM has confirmed such matters, requesting for proof.

(1-06) Ong Poh See, interjected to state that Chang Lai Peng had come to help MO then due to the lack of concerned people being on board that things were so messy, assisting the JMC then, to call upon Shia Yen Foong, who was asked to speak up and clarify the matter – who said that she had appointed Chang Lai Ping as her corporate representative then that she was near and available but felt uncomfortable later on that it did not show her personal commitment and decided to rescind the appointment, also due to misunderstanding with (1-06) Ong Poh See, who in turn got another person in as its representative. She stressed (1-06) Ong Poh See had worked very hard and things would be good, if only she could tone down and change a bit of her character, she would be of great help to the JMB. She then requested clarification from Justin Ong as the legal counsel present, to offer his views on the matter as a learning for all.

(2-63A) Ewe Saw Lee, said that in the panel of names of candidates shown, somebody is being sued in the Tribunal court for forgery of signature and the case is coming up on 29<sup>th</sup> of January 2024 and the person is aware who she is and as such, would it affect the nominations here, asking Justin Ong for a legal opinion; to which he explained that he is not aware of what was raised and there are no findings that such a matter has been committed and it is for the Tribunal to determine if there was such a case as alleged. Also, having a court case against a person does not disqualify anyone from standing for elections under the Second schedule of the Strata Management Act, so this does not affect the eligibility of the person in question.

Justin added that in regard to (B-18-33) Lee Wee Koon's and Shia Yen Fong's urgings for his view, he was not in a position to comment as to what transpired at the last AGM and proceeding therefrom but based on the letter of authority given by SG Strategy Sdn Bhd for Chang Lai Peng's representation and eligibility to be offered as a candidate, if there is no default, should be valid in clarifying the underlying concerns raised.

(B-18-33) Lee Wee Koon, reiterated the matter of the 4 stated S-units, calling each number out again, to ask whether they were qualified as such, to which Justin replied that he was not in a position to answer on the matter and OJX had confirmed that they were not defaulters and so in terms of Chang Lai Peng's eligibility and representation, it should not be a problem.

(2-63A) Ewe Saw Lee, said that Ong Poh See had mentioned that she had served since 2019 and that is a period of 4 years, to ask Justin whether a person could serve for 4 years, even though she claimed to have served 2 years a chairman and 2 years as an ordinary member; also having noticed that she is chairman for most of the meetings where Pang Choon Kiat is the current JMC Chairman, hence she has been the 'de facto' Chairman for the last 4 years and then coming in 'again and again and

again'; to which Justin replied that the Act is very clear and the words used in the Second schedule is very clear, "no committee member can serve for more than 3 consecutive terms" and in DBKL's guidelines it puts it as years, whereas an AGM should be called within 15 months, so this means one term could be more than 1 year and our reading is not to serve 3 consecutive terms and a term could arguable be more than 1 year.

(B-18-33) Lee Wee Koon continued holding court, to then raise issue on the terms of service Ong Poh See had been on the JMC, stating that she had been brought into the JMC by Valarie Chong in 2017, to include shop owners to come forward for this to be considered as the 1<sup>st</sup> term then in Dec. 2018 till Nov. 2019 where she became Chairman, but after which she had to vacate her position for having defaulted on the maintenance account and a Mr S.F. Tan took over for the term, whether this is considered a 2<sup>nd</sup> term of service as Chair; to which Justin said the reading states "no member of the committee shall hold office for 3 consecutive terms" hence if there is a break in the term whether it constitutes still being consecutive which means from start to the end in defining the issue, it therefore may not run afoul of the requirement, from his viewpoint.

(B-18-33) Lee Wee Koon, continued further, that from June 2019 till Jan. 2020, she became Chairman and served continually up till the 5<sup>th</sup> AGM, held in August 2022 and is this outgoing term as committee member, to raise the matter that KPKT had notified that during the Covid-pandemic period (March 18, 2020 till , that any JMC which has not called for an AGM then would be considered as a term served, whether he is right on the matter; to which Justin replied that he was not aware of the matter.

(B-18-33) Lee Wee Koon, in concluding his line of questioning said that it about it and today we are seeing Ong Poh See, as a candidate again, to urge that the floor should considers its vote 'very, very carefully' and he had no more comments.

DY, then announced that there were altogether 14 candidates offered as choices to be selected from the 15 names listed, with no. 6 being absent thus disqualified, to fill in the 5 membership seats decided for the JMC of the new term of 2024, now that candidate No.5 has returned to the room, He requested that the voters with the pre-printed election ballot list would need to include the additional 4 nominations received from the floor earlier on as is screened for view, numbered as candidates 12, 13, 14, & 15 only if they were their preferred choice and then, to tick off their list of 5 of these candidates from amongst the names thereby listed, as is shown.

(B-18-33) Lee Wee Koon, came forward to interrupt the process, despite being told by DY not to do so, to take the microphone and lobby the floor, pointing out his team of candidates, which included himself and candidates listed as 12, 13, 14, 15 & 16 to urge that they consider voting them in as the alternative JMC, that they were all very committed and would work hard and keep things transparent.

DY, stated that the this election process would also be required to be carried out by way of Poll and they would need to ensure that their ballot paper, includes their share unit count written below as had been issued to be validated.

(C-10-35) Loke Chun Fei, spoke out from the floor, requesting that the candidates be called as per the list and introduce themselves to the floor, which was accommodated by the Chair and reminded by moderator – DY, that it was not for a final campaign speech or to raise issues to complain further but just to be seen, confirmed and that their professional background be made known, calling them out from the bottom number upwards.



Candidate No.14, being only a proxy and not listed as a co-owner of his parcel, had to be dropped from the list of electors.

No.	Name of Candidate	Votes Received (Share Units)
1	Pang Choon Kiat (1-12)	17,843
2	Chang Lai Peng (3-47)	16,596
3	Ong Poh See (1-06)	16,627
4	Lai Sai Too (3-51)	4,417
5	Lim Wah Seng (2-50)	2,689
6	Wan Kok Cheong (2-32)	4,866
7	Low Kok Meng (2-09)	17,205
8	Mahalingam a/l Velupillai (A-08-10)	274
9	Lau Pai Hong (A-23A-32)	2,896
10	Kuldip Kaur a/p Prem Singh (B-10-02)	16,596
11	Lee Wee Koon (B-18-33)	3,575
12	Loke Choon Fei (C-10-35)	1,671
13	Ewe Saw Lee (2-63A)	4,961
14	Lai Seng Wai (C-16-11)	1,512

DY, eventually announced the results of the Elections at 3.58p.m. (as detailed above on this page), the results of the voting done by poll with the tally of the ballots having been checked and tabulated by the Polling clerks (KJPM staff) and being scrutinized by the two same volunteer owners, one each from Retail and Soho respectively, was signed off as correct and true, in confirming the results, with candidates listed as number **1,2,3,7 & 10** having received the highest count of share units, to have been selected as the 5 members elected to the **6-member JMC** of the Scott Garden Joint Management Body for the term of 2024, which is inclusive of a mandatory seat for the Developer, whose representative will be duly advised.

f14

**AGENDA No. 14 – Retail Service Centre at Level 2 Retail Mall**

**To allow Scott Garden Joint Management Body to continue tenancy at the retail area and approve a budget not exceeding RM90,000.00 from the Sinking Fund as Capital Expenditure to upgrade the current Service Centre at a rented unit 2-06 in Retail Mall.**

**Ordinary Resolution 14**

“That it is hereby resolved and agreed upon by Scott Garden Joint Management Body to continue tenancy at the retail area and a budget not exceeding RM90,000.00 from the Sinking Fund as Capital Expenditure is approved to upgrade the current Service Centre at a rented unit 2-06 in Retail Mall.”

DY, stated that the amendment for the incorrect unit number had been done, with the issuance of the separate sheet in replacement of page 9 & page 10 of the AGM book, which covers Agendas 11 (from Ordinary Resolution11) up to Agenda 18.

(1-06) Ong Poh See, took the floor, speaking in the capacity of an owner, said that hurtful works and text going around saying that she intends to use the Sinking fund to refurbish her unit, which she wished to clarify upon as to how the Retail MO was set up, in the beginning had problem finding a team to work together and

had to separate Soho and Retail, which quite a few managing agents then recommended to have a single Office instead and when her Unit was given for the JMB's use for free then to facilitate the Covid restrictions, it was poorly furnished. However, she said that she has decided that this requirement is unnecessary and not to be done, unless she does it with her own money and since Soho is not coming down, its best to have separate Offices.

She said that the chairs at Retail's MO are now mostly in bad condition or broken and new ones should have been bought as Capex as JMB's property for use but this too was not done; besides having Soho matters attended at Retail's MO was not conducive as residents or their contractors tend to be loud, bang tables and aggressive in their demands. She stressed that everything done was for workability and urged that the JMB buys proper chairs as upon vacating her lot, they could take their chairs along to where ever MO will be sited and done up then and leave her furniture and fittings behind. She requested that what she said be minuted as people uttered hurtful words like why she put money into her unit whereas during the MCO, with 10 people crammed into MO at Soho, the lot offered was taken and used for free to alleviate the movement & space restrictions imposed then.

Justin Ong, called the floor's attention to the agenda, to state that there are 2 parts to it; one is to continue the tenancy at the Retail area and the other, to approve the RM90K for its refurbishment. Having been informed by Pang Choon Kiat (Chairman) that there is an ongoing tenancy for the lot in question and if the floor votes to reject this motion, it would be a breach of the tenancy agreement and in view of this legal consideration, the JMB has to decide whether to proceed to voting as the Resolution can't be amended or, to have it withdrawn.

(A-22-23A) Hee Wee Lee, enquired about the tenancy agreement that was signed, whether it could be signed for more than a year under the Strata Act or had been extended and on a month-to-month basis now; which was followed up by (2-63A) Ewe Saw Lee, questioned the JMC Chair as to why they had committed the JMB to the additional expenses when Ms Ong had said that it was offered for free and now is said to be extended on monthly basis.

(B-08-16) Chiang Wai Wah, said her unit is tenanted at a hopeless rent, to complain that services are poor and that tenants are not happy, to question whether there is a check and balance policy in place where a committee member or office-bearer does not put out their retail unit for rent for this contract to be signed and how does it get renewed, not about the quantum; to which Justin Ong, explained that this matter had been discussed and explained upon earlier where a tender exercise was conducted for bids to be received, prequalified only to non-defaulters, where Ms Ong, being qualified had put in a bid but did not participate in the decision-making process.

Justin Ong, reiterated that the motion cannot be changed and in light of the objection by (2-63A) Ewe Saw Lee, the matter has to be put to the vote; to which DY, reminded the floor that all voting would be by way of poll, which was affirmed by the Chair.

(2-32) Wan Kok Cheong, said that it is not a matter of whether for or against, to ask whether the motion was being withdrawn and if so, there is no need to vote. He clarified the matter to state that if the tenancy is on a monthly basis, there will be a termination clause and there is no more unexpired term as it is just one month given notice; however, if its on an annual basis, with some months expired and a balance tenure without exit clause, that it is terminated, the JMB will likely



be sued and be liable for the paying the unfulfilled term, which is to be made known to the floor as to the nature and consequences before it is voted, to ask who long more is its tenure. Being told that it expires in October 2024, Wan Kok Cheong, requested to sight the tenancy agreement whether there is an exit clause and if it is one month, would make sense, otherwise the lot is vacated and the JMB still has to pay for the remainder of the unused term which is of no benefit, to stress that his good-intentioned argument was to save everybody's money, that is all.

(2-63A) Ewe Saw Lee called out for the Landlord to personally explain on the matter; to which (1-06) Ong Poh See, replied that the unit belongs to her family but anytime they wish to terminate would not be a problem but stressed that Retail must have an Office within the Retail area itself. As she had stated before, they could go ahead with the termination but that the chairs are all falling apart and should be replaced, with the new chairs being JMB property to be moved then. She added that she does not depend on this rental but the floor has to realize that Retail is all public area and would be without an office then and that access to Soho was impractical as had been explained earlier; so the floor could now decide on renting any other proper space as Office which is deemed cheaper, it would not matter to her.

(1-06) Ong Poh See, reiterated what she had stated earlier, that previous managing agents moved for a singular MO, based at Soho which was eventually considered impractical for shared-services then (MCO and noise/behavioral issues faced) with her Retail lot offered and used instead since then, to add that Retail owners or tenants just issue lawyer letters. She stressed that although this matter was already approved at the last AGM and she could have gone ahead to get it done, even though some Soho owners were against the move of MO down to Retail. Also, that it took time to get proper designs and 2-3 quotations for the job, the matter dragged on and being too near to the AGM, decided to put it on hold, stressing that if she was not transparent she would not have brought this matter to be refreshed here today.

To (B-18-33) Lee Wee Koon's comment on the intention to move MO from Level 5 down to Retail altogether, she said that was the plan which had been proposed by the various managing agents as they preferred being based at a single Office and not be split that it was hard to manage 2 teams of staff/workers, but which had to be done in view of the Pandemic then

DY, moved that the matter be voted with the call made by the Chair, which saw the results received as shown below.

Ordinary Resolution 14	Share Units For	Share Units Against	Status
	22,270	387	<b>Carried</b>

Meeting Chairman, announced that Agenda 14, Ordinary Resolution No. 14, has been moved and is thereby **approved and carried**.

- 15** **AGENDA No. 15 – Closing of one (1) of the water feature ponds to accommodate a One-stop Pet Centre and / or Wellness Centre/ Food Bazaar**  
**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, and fill up the voids with appropriate finishing material and utilize the space as one (1) of JMB's Common Function Areas to accommodate and market as One-Stop Pet Centre and / or Wellness Centre / Food Bazaar.**



**Ordinary Resolution 15**

*"That it is hereby resolved and agreed by Scott Garden Joint Management Body 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, and fill up the voids with appropriate finishing material and utilize the space as one (1) of JMB's Common Function Areas to accommodate a One-Stop Pet Centre and / or Wellness Centre / Food Bazaar.*

(B-18-33) Lee Wee Koon, said he understands Agenda 15 and is agreeable to it as it could probably boost patrons for the Retail area, however this Pet Centre proposal may have to be reconsidered as being inappropriate for Scott Gardens with its mixed-ethnicity of residents, tenants and patrons as when cats or dogs are brought in and kept, it is disliked by some people of different beliefs. This Pet Centre component being set up here will also likely dilute the idea of pet-keeping in Soho.

Meeting Chairman, announced that Agenda 15, Ordinary Resolution No. 15, has been moved and is thereby considered unanimously approved and carried, there being no further questions nor objections raised.

**16** **AGENDA No. 16 – Installation of new sensors for 4 travelators and 4 escalators in Retail**

**To shut down 4 travelators and 4 escalators in Retail and to allocate a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure for the installation of new sensors for the escalators and travelators for Scott Garden Retail (Phase 3)**

**Ordinary Resolution 16**

*"That it is hereby resolved and agreed upon by Scott Garden Joint Management Body, 4 travelators and 4 escalators in retail shall be shut down and that a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure is allocated for the installation of new sensors for the escalators and travellators for Scott Garden Retail (Phase 3)."*

(C-13A-23) Shia Yen Fong, shared that she heard from the Developers that their tenant, EconSave informed, that if the Travellators and Escalators near where it is located were not made functionally available, it would inconvenience their customers and would cause them to terminate the tenancy. She said that whilst it good to save on electricity but without a good anchor tenant, the whole Mall may not be able to prosper and trust that the pros and cons have been studied with the pros in its favour, then its okay to go ahead on this.

(1-06) Ong Poh See, said that the shutdown has caused all of us having to go up the 3<sup>rd</sup> floor by staircase, except for the one lot at the rear, originally planned for Tesco then, which is under Aston Villa, has a common area and they can use the lift and escalators to access the 3<sup>rd</sup> floor. However, where the share units count is concerned, it is same all round whereas if based on the multiplier, it should be more that they have the additional area. This has nothing to do with EconSave which is accessible with 2 sets of escalators and they have agreed to shut down the basement unit. She said at the last AGM, the floor approved a sum of R900K to repair and make good these equipment, which was inadequate for the entire purpose and requires a bit more for this purpose, also the shutdown equalizes

	<p>the matter for all.</p> <p>Meeting Chairman, announced that Agenda 16, Ordinary Resolution No. 16, has been moved and is thereby considered unanimously approved and carried, there being no further questions nor objections raised.</p>
17	<p><b><u>AGENDA No. 17– Modernization of Lifts at Scott Garden SOHO (Phase 2)</u></b>  <b>To consider and allocate a budget not exceeding RM700,000.00 from the Sinking Fund as Capital Expenditure for 4 units of Lifts Modernization of Scott Garden SOHO (Phase 2).</b></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 RM700,000.00 from the Sinking Fund as Capital Expenditure is approved for 4 units of Lifts Modernization of Scott Garden SOHO Phase 2.”</i></p> <p>(B-18-33) Lee Wee Koon, Phase-1 was approved last year for Tower C, to question this allocation is meant for Phase-2, but for which Tower exactly.</p> <p>Ong, last AGM’s request was for RM300K which was meant for modernisation based on the advice by some ‘breakaway’ Toshiba staff, who offered a good price for the job, however the lift’s ‘car’ is Toshiba as OEM and that it has come back to take over local operations, cannot be done otherwise. She said that the lifts at (B-18-33) Lee Wee Koon’s Soho block were all in good order but others were affected and inconvenienced, especially block C, which has suffered the malfunctions as the non-Toshiba service-vendor there could not timely provide the appropriate original parts nor service it right and thus, they had to revert to Toshiba that the problem be promptly resolved. She added that the JMB cannot afford to do all the lifts up now as it would cost Millions but just to modernise 4 units presently, done 2 at a time. She said she was shocked that that despite the building being only 10+ years old, the basic lift-movement indicator panels were not installed because it was OEM based then.</p> <p>(B-18-33) Lee Wee Koon, said he ran into one Toshiba worker, to inform him that the floor indicator bottoms were mixed up as well and needed attention; to which Ong Poh See, said operations will take note and attend to it.</p> <p>Ong, continued, stating that today’s agenda seeks approval for this matter and those affected be informed that this changeover will cause them having to press 2 different call-buttons, to add that Soho’s defaulter list shows it had risen and gone up to RM3.0 Million and if it is all collected back, they could upgrade everything.</p> <p>Pang, quipped in to state that from signing up the deal, it would take Toshiba up to 4 months just to get the required parts and components sourced or manufactured to be brought in for the modernisation job to commence, which means it won’t happen so soon. He added that to modernise all the 3 Blocks with a total of <b>XX</b> lifts altogether, would cost the JMB about RM2.0 Million, which is not affordable presently, hence its to be undertaken in stages and by the phase.</p> <p>Ong, said that last approval of RM300K was for doing up 2 lifts and now this RM700K sum now is for 4 lifts on the fact that cost &amp; prices have risen since, but which includes 2 years of free maintenance service being included, which is quite a lot of savings there itself; to ask if Brian of Toshiba was present on the floor having been invited, which turned out negative.</p> <p>Meeting Chairman, announced that Agenda 16, Ordinary Resolution No. 16, has been</p>

	<p>moved and is thereby considered unanimously approved and carried, there being no further questions nor objections raised.</p>
<p>18</p>	<p><b>AGENDA No.18 - Defective and Leaking Expansion Joints</b>  <b>To consider and approve a budget not exceeding RM200,000.00 from the Sinking Fund as Capital Expenditure</b></p> <ol style="list-style-type: none"> <li>1. To restore the defective and leaking expansion joints at the roof level (L5 Pool Deck)</li> <li>2. To cover up the failed and unsightly expansion joints along the columns and soffits at Levels L1, L2, L3, L4 and L4A respectively of the podium car park structure.</li> </ol> <p><b><u>Ordinary Resolution No. 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 RM200,000.00 from the Sinking Fund as Capital Expenditure is approved:</i></p> <ol style="list-style-type: none"> <li>1. <i>To restore the defective and leaking expansion joints at the roof level (L5 Pool Deck)</i></li> <li>2. <i>To cover up the failed and unsightly expansion joints along the columns and soffits at Levels L1, L2, L3, L4 and L4A respectively of the podium car park structure.</i></li> </ol> <p>(B-18-33) Lee Wee Koon, requested that the matter of this RM200K expenditure be elaborated upon and whether there was a contingency plan should defects recur; to which the Chairman, called upon the professional engineer who consulted the matter to present the case - Ir. Ng Yee Fork. Mr Ng said that the 5<sup>th</sup> floor expansion joint at the pool-deck has already failed and it needs to be redone and water-proofed to be made good, which is a specialist job which a tender will be called and interested parties here can also participate then and the warranty period for this kind of work is 5 years.</p> <p>(B-18-33) Lee Wee Koon, asked whether Mr Ng was consulting the JMB during 2018-2019 term and was he aware that the previous budget was RM40K and if it was enough; to which Mr Ng said he was not aware and that he came on board in the middle of last year, also that the tender exercise has not been called yet.</p> <p>Wan, asked whether a standard job scope will be prepared for issuance to the interested parties when the tender is called for their bid to be properly worked out and submitted on 'apple-to-apple'; to which Ir. Ng, replied it would definitely be done as such with the notice published and the specialized parties to be pre-qualified to participate in the tender then.</p> <p>Meeting Chairman, announced that Agenda 18, Ordinary Resolution No. 18, has been moved and is thereby considered unanimously approved and carried, there being no further questions nor objections raised.</p>
<p>19</p>	<p><b>AGENDA No. 19 – All Building Audit on existing M&amp;E services including Sanitary and Plumbing Services in the Basement Car Park (Level P1A) and Loading/Unloading Bays at Ground Level.</b></p> <p>To consider and approve a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure for the purpose of a Building Audit and study of existing dilapidated M&amp;E</p>



	<p>installations including Cold Water Piping and Sanitary Plumbing Services in the Basement Car Park (Level P1A) and the Loading/Unloading Bays at Ground Level, with a view to upgrade existing M&amp;E installations</p> <p><b><u>Ordinary Resolution No. 19</u></b></p> <p><i>“That it is hereby resolved and agreed by Scott Garden Joint Management Body that a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure is approved for the purpose of engaging a Consultant to do a Building Audit and study of existing dilapidated M&amp;E installations i.e. Cold Water Piping and Sanitary Plumbing Services in the Basement Car Park (Level P1A) and the Loading/Unloading Bays at Ground Level, with a view to upgrade existing M&amp;E installations</i></p> <p>(B-18-33) Lee Wee Koon, said the agenda 19 &amp; 20 spending seems focussed on the overall structure whereas for others here, their concern is on the deterioration of the Soho side and now this building audit survey budget request where the audit of the accounts is still not done yet with this building having become ‘shitty’ that most here have not gone around the premises to see for themselves, urging that they do so before they leave. He remarked that the elections will likely see representation from the larger share units, which is from Retail and urged that the matter, even though he has no objection to it, should only be a budget and properly spent; to which DY, explained that this is a Building Code/DBKL statutory requirement for such an audit to be undertaken, i.e. a building assessment report, which is now to be done after every 5 years, with the monies drawn from the Sinking fund.</p> <p>(B-18-33) Lee Wee Koon, thanked DY for the explanation to state that it should have been stated in the Agenda as a brief so that they could be made aware earlier on.</p> <p>Meeting Chairman, announced that Agenda 19, Ordinary Resolution No. 19, has been moved and is thereby considered <i>unanimously approved and carried</i>, there being no further questions nor objections raised.</p>
<p><b>20</b></p>	<p><b><u>AGENDA No. 20 – Extra land and backyard - Flood Mitigation at Rear Water Detention Pond and outlets to Klang River</u></b></p> <p>To consider and approve a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure for the purpose of:</p> <ol style="list-style-type: none"> <li>1. Carrying out a detail spot level land survey and study of the water retention pond and discharge outlets to Klang River, and to implement flood mitigation measures</li> <li>2. Constructing a new platform for rubbish skips</li> <li>3. Study on extra land use for landscaping, car park or commercial use.</li> </ol> <p><b>Ordinary Resolution No. 20</b></p> <p><i>“That it is hereby resolved and agreed by Scott Garden Joint Management Body that a budget not exceeding RM100,000.00 from the Sinking Fund as Capital Expenditure for the purpose of:</i></p> <ol style="list-style-type: none"> <li>1. Carrying out a detail spot level land survey and study of the water retention pond and discharge outlets to Klang River, and to implement flood mitigation measures</li> <li>2. Constructing a new platform for rubbish skips</li> <li>3. Study on extra land use for landscaping, car park or commercial use.”</li> </ol> <p>Meeting Chairman, announced that Agenda 20, Ordinary Resolution No. 20, has been moved and is thereby considered <b>unanimously approved and carried</b>, there being no questions nor objections raised.</p>

<p>21</p>	<p><b><u>AGENDA No. 21 – Any Other Matters</u></b></p> <p>To consider any other matter arising connected with the maintenance and management of the common property of The Scott Garden for which not less than seven (7) days' prior written notice must be registered to the Management Office before this Annual General Meeting.</p> <p>DY, announced that for this agenda, the motions received will be called and the proprietor who has submitted it has to be present or represented by proxy, for it to be raised for the floor's attention, else it would be declared null and void for this meeting, which as is the standard practice. He added that if a motion is about an amendment or inclusion to the House Rules, which is a Special Resolution, it can only be discussed here for the record and would have to be brought up at another General Meeting to be decided whether approved or rejected, with 21-day notice given to all owners, so that they be aware present themselves if interested. As for operational matters being raised regarding service complaints, these would be forwarded to the incoming JMC and MO to act upon.</p> <p><u>Motion No. 1 – (B-18-33) Lee Wee Koon.</u> Amendment to Minutes of the previous AGM - 2 parts, following the budget last year RM200/- per JMC member who attend the meeting, court trials, etc, not exceeding a total of RM4,000 per month not exceeding RM200/-; RM20 travel per instance. 2<sup>nd</sup> part relates to Resolution 12.2 about ratifying the JMC's spending of not more than RM100,000 per project or purchase, which was passed then, to request that this matter be rescinded because previous AGM minutes had a resolution moved for approval of Rm100,000 for promotion via social media &amp; other means, which us a confusing read to him as being conflicting, to ask the outgoing JMC to clarify the matter as it had already been turned down in a previous AGM, which now appears as 'ratifying' would mean approving the record of meetings, which he respects and has raised and this needs a definite clarification.</p> <p>(1-06) Ong Poh See, replying to (B-18-33) Lee Wee Koon, stating that there seems some confusion here as in the meeting which was 2 AGMs past, they had raised the matter that they were running a Mall and how could it possibly be promoted without any budget allocated for the purpose of marketing, publicity or events but which was voted down then based on the views extended by a couple of lawyers on the floor that it would be ultra vires the Act. Subsequently a resolution was moved and passed that if any spending is above RM100,000, it would need to be approved by the floor; however, later on after that the lifts malfunctioned at the front of the Mall, which required immediate repair to be made good, cost of which exceeded the authorised level but was deemed essential services and had to be promptly undertaken and done up, to approve the spending first as it could not wait for an EGM to be called, which is that was as stated that had to seek ratification afterwards.</p> <p>(B-18-33) Lee Wee Koon, thanked her for the clarification and wondered aloud whether this was repetitive or redundant for the matter to have been raised as he just wanted to be safe on this issue, in case he is elected to serve; also to be fair, he stated that those who are working should get the allowances.</p> <p>Justin Ong, spoke para 13. Sub 2 of the Second Schedule, SMA, where a motion can be deposited at MO for the purpose of the next General meeting and the issue is the preceding paragraph, which says that every motion to be raised must be issued with due notice given, which is generally not done as owners apparently do not submit their motions ahead of the AGM's notice issuance date, which disallows its inclusion as a Resolution to be published and voted upon and as such, the majority of the motions were therefore received out of time for inclusion into the Agenda for printing and issuance of the AGM bundle, which disallows the matter being put up for voting.</p> <p>(B-18-33) Lee Wee Koon, pointed out that it was not about sharing in advance and he tried his best for submission of the motions and he is wrangling here about the timing of submission; to which Justin referred him to the note published which mentions the qualification criteria for it being moved.</p> <p>(B-18-33) Lee Wee Koon, said that starting today, after the elections, that the resolution for allowances, etc. was not mentioned nor published within the 20 agenda item, would it mean that there</p>
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is not such allocation nor provision for the incoming JMC then; to which DY, explain that once a Resolution has been previously approved, it continues in perpetuity unless is it raised and voted down in a subsequent General Meeting to be rescinded or removed.

DY, then moved that the motions received be flashed for the record and the pertinent and important ones (non-operational) be recorded for the incoming JMC's attention, for these to be tabled at the new General Meeting as Resolutions to be moved then, which was agreed to by (B-18-33) Lee Wee Koon, as had been advised to and affirmed by Justin Ong as the JMB's legal counsel.

DY, called out the names of the owners who had submitted motions, another 9 having been received, all of whom were all present; to state that these could be screened, read and recorded but were not for deliberation that the matters are not to be voted upon as this juncture.

(A-23A-35) Lim Han Sheng, spoke out, to state that his motion pertains to the uniform rate issue and falls under the purview of the Act and has to be deliberated upon again, that the Act states it should be a single rate, whereas it is still done as two different rates here; to which DY, explained that this matter was presented upon and deliberated at length at the last AGM and moved to be done as such for the time being. (A-23A-35), said that it should be minuted for the attention of the incoming JMC that they be aware of the matter as the Act states it but it is not being enforced and must be cured.

- Motion No. 2 – Mr Lai Seng Wai (C-16-11)
- Motion No. 3 – Brandon On Wai Tien (C-16-01)
- Motion No.4 - Chiang Hai Wang(C-13A-17)
- Motion No. 5 – Hee Wee Lee(A-22-23A)
- Motion 6 - Loke Chun Fei (C-10-35)
- Motion 7 - Hee Wee Lee (A-22-23A)
- Motion 8 - Lim Hang Seng(A-23A-35)
- Motion 9 - Lee Wee Koon (B-18-33)
- Motion 10 - Ong Poh See(1-06)

(B-13A-07), Sivanaswaran A/L Thangavelu, said he was a new owner here having purchased the unit last year and had been receiving emails for payments which are still addressed to the previous owner and was told by MO that a change of ownership on the records would need the JMC's approval which is a concerning matter for him as his transaction had been properly effected with the MOT already done some while ago, there being no encumbrances; so how does the anomaly arise, which has not been corrected till now after months of communication, the bills are still addressed to the previous owner, which he has intentionally not paid because it was not in his name and despite coming over to MO on many occasions disrupting his tight travel schedule.

KJPM's Prem, came up to explain that MO is still waiting for completion of Bank reconciliations to be done to determine the cutoff dates of payments between old and new owners, to effect the change of billing names but would relook the issue and revert him soonest after this meeting and make the necessary adjustment then.

(1-06) Ong Poh See, intervened to explain that this issue operational but because it is substantial with change of name, the SOP given is that proper proof must be submitted to effect the change as per the Law, the matter is defined as 'successor-in-title' which disallows 2 names under a unit and that all processes were duly completed, this matter should not arise; to which Siva, said that he is fully aware and all clearances been done and changes effected except for MO to provide the proper billing/receipt in his name for the Unit which he now owns. DY, requested that MO takes note and get the matter resolved, post-haste.

(C-16-35) Chiang Wai Wah, complained about having been notified by MO to come over (that she lives faraway) to collect her access cards and when she arrived, was told that the computer-system was down and could not have it issued her and this has been delayed for months already; to which KJPM's Prem, requested her to give him the details for his actioning and assured her she could just

come over on Monday to pick it up, that the system was up and running since.

B-08-16 Punithavathi A/P Kanagaratnam, complained that the access card issue has been problem dragging on and unresolved for months and inconveniences both owners and tenants and it's easy to be told go ahead and enter the residents' carpark as even without a functional card, the guards will be there to lift the barrier-gate, which is never the case, hence it would good to flash & communicate the issues to owners/tenants via email to be notified instead of having to come to an AGM to raise this matter; to which KJPM's Prem said that they just took over just 5 months ago and MO had been overwhelmed with numerous issues such a legal letters, mail, SOPs to follow to ensure compliance and 'dos& don'ts' as well and access cards for the 1,299 units has since generated in excess of 14,000 cards inside the system, which needs house-keeping for security reasons, so it is not response and service may not be up to expectations presently but they were striving their best and tightening in all areas and would accommodate as best they can.

(B-08-16) Punithavathi A/P Kanagaratnam, said there is a lot support which the owners can provide the JMC/MO but they are not communicated with nor sought after and that she pays her dues one-year ahead but still get payment reminders, to urge that the managing agents do not get changed so often to allow for continuity under a good competent team to add value to the property.

Premkumar, said that the past issues prior to KJPM coming in had been raised and have also to be settled and it took time to get stabilised and MO now has full staffing, besides lot of areas have been surveyed and attended to and things are on a better scale now for pushing onto the next level, assuring her that things would get done.

(A-22-20) Hee Wee Lee, asked KJPM whether they would be publishing a monthly or quarterly newsletter as a mean of communicating with the owner & residents, which is done at some of the better properties; to which he said that it could be looked into and organised. Another point, she was involved in a previous JMC and they did the access card verification/cleaning exercise which required all owner/tenants to show up with their SPAs, to confirm their right of issuance of the revalidated access card then; to which Prem, said that the problem still exist or has recurred and it was now being re-verified once again. As to her request for red cards since 3 months ago, Prem assured her that it could be issued immediately that a stock of 150 cards was now available provided that her document were in order.

(A-12-02) Chiang Wai Wah, asked how long would KJ last here.

(C-16-11) Lai Seng Wai, wondered why units here have so much complaints and why the managing agents keep on change so frequently, which shows that the Committee or Management has problem and is not working at all.

OJX, said that they have been here for 6 months already and the JMC agrees that moving forward, holding a 'Town-Hall' session every quarter or half-yearly basis, to have an exchange and dialogue on issues faced by owners, residents & tenants with the JMC/MO staff would be helpful to know their needs and expectations.

(1-06) Ong Poh See, said since she came in, the managing agents were: CondoService, which served one year; then, Proplead which only lasted a month that the accounts were deemed messy and decided to leave; then followed by Majumerit Property Management (MPM), which was around for 13 months; then HSR, which did not do the Bank reconciliation and the AGM was near, where the JMC notified them that if the accounts were not done, their fees would be retained which caused them to leave on 24-hour basis after the AGM. She said that when she came on board, things were in a mess and so many issues had to be followed up since, to state that with KJPM in, they need to know that OJX is only supposed to do up the backlogged audited accounts, but he has help immensely to get accounting into shape as well; also because of a change of email name. Ong Poh See said Soho is not so much of a problem on transfers but for the Retail units, new owners get a shock of their lives, getting saddled with past dues in excess of RM100,000 because things were not done right or in



order, as some owners go direct to Land Office to change name on title when selling off and when it is discovered and payment is demanded of the new owner by Law, the chaos and negativity occurs and the JMC and MO is blamed for no good reason, hence tallying back records is vital.

OJX, interjected to show the Defaulters List as had earlier been requested and promised to, extracts had been obtained and sent him, which shows that Soho's debt is RM3.5 Million, including the Developer's units, who are the bigger ones but how reliable is this data, also it is uncertain as when it is moved to Share Units, all the numbers will change, some quite substantial. Soho owes - RM3.488 Million, Retail – RM52 Million, with the big numbers shown at the bottom, all being the Developer's and during their period of Management under the JMB. Other Retail owners owe about RM10 Million. The sums can be cross-referenced against the Income statement but on money, cash and movements – the actual means Bank balance as Billing is not reflective due to the change of billing method from square feet to share unit. He said that Defaulters' sum keep increasing year-on-year as the sum are subject to the LPI of 10% per annum.

Justin Ong, spoke out urging for calm on the floor that certain members had started rudely raising issues to the point of heckling the Chair and outgoing JMC members seated at table, stating that respect and decorum has to be maintained and that he was not here to take sides but to provide the legal interpretations. He said that debt recovery action can be instituted but the billed amount claimed has to be correct and if otherwise the case will be thrown out if the calculation from square feet to share unit is incorrect and without the correct accounts, the JMB or MO cannot actually do anything as the debt claimed has to be exact as any variance would nullify the case and he is putting this on record.

(B-18-33) Lee Wee Koon's query as how is this verified, Justin said that based on his work with many strata properties, both JMB and MC, they keep proper accounts from Day-1 and the data is all captured and tallied correctly which simplifies and makes recovery a certainty, whereas it is not the case here as there are legacy issues from 2012, eg. whether unit X owe RM1 Million, ½ Million or 2 Million and can't be rightly ascertained presently, which is why they have to go through with the reconciliation and rectification exercise for the financials to make sure it is all in order to pursue the debt, which the JMB could engage using any other legal firm to handle

#### **RESULTS:**

Results of Agenda no.13 were received and the names and voting count screened and announced by DY, details of which had already been inserted under the said agenda.

Results of Agenda no.14 was also received and announced by DY, with the results screened for view (details of which are as already detailed under the said agenda.

DY, called the floor's attention to announce that a transcription error occurred on the names of the 5 elected candidates called out earlier and person listed Mahalingam, is not one of the top 5 owners elected, but instead should be Low Kok Meng (2-09) who had received 17,205 share units cast in his favour.

(B-18-33) Lee Wee Koon, called for a review of the winning candidates data raising issues as to appointments, ownership and eligibility, which prolonged the meeting from being called to a close that all matters of the Agenda had been dealt with. He insisted all elected to disclose all the unit numbers which problems arises due to Ms Ong. DY asked him to write in to enquires

Meeting Chairman, on the advice of legal counsel and the Moderator – DY, declined responding to his queries and had proceedings brought to a close despite (B-18-33) Lee Wee Koon's protestations .

With the Meeting Chairman's approval, DY announced that the 6<sup>th</sup> AGM of the Scott Garden JMB was duly concluded at 4.07p.m. thanking everyone for the attendance,



	participation and patience.

The aforesaid minutes is hereby confirmed as a true and correct of proceedings there at.



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Pang Choon Kiat  
Unit G-02 (Retail)  
Meeting Chairman  
6<sup>th</sup> AGM of Scott Garden JMB

Dated: February 8, 2024

