

BADAN PENGURUSAN BERSAMA
SCOTT GARDEN



HOUSE RULES FOR SCOTT GARDEN
(Retail)

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1.0 PHILOSOPHY OF STRATIFIED COMMERCIAL RETAIL:

Your ownership of Commercial Retail Unit in the Scott Garden is governed by the Third Schedule of the By-Laws for the Regulations of Subdivided Buildings (Section 44) ("Act 318") and the Strata Management Act 2013 ("Act 757"), which the Management Corporation ("MC") or the Joint Management Body ("JMB"), whichever applicable, must observe and enforce.

Furthermore, all owners have made further covenants and agreements supplemental to the Sale and Purchase Agreement in respect of the use and enjoyment of the Commercial Retail Unit and Common Property for the benefit of the Owner and other Owners who have entered into similar agreements with the Developer.

It is also an obligation of Owners to acquaint themselves with the by-laws and the rules as provided by the Strata Titles Act 1985 ("Act 318") and Act 757 as stated above. The House Rules must also be read in conjunction with the Constitution of the Joint Management Body.

The Commercial Retail unit shall be used for commercial retail purposes only and shall not be used for any other purpose.

The Commercial Retail Unit should not be used for any illegal or immoral purposes or for any purposes from which a nuisance may be caused to the owners, lessees and occupiers of the other Commercial Retail Unit in The Scott Garden or in the neighbourhood.

A shop unit shall be used only for the approved commercial use as stipulated in the Sale and Purchase Agreement with the original proprietor/Developer.

In order to preserve and promote the common ownership principle on which the MC or the JMB has been founded, the Owner shall abide by the Act, By- laws, Rules and Regulations of the MC or JMB and amendments thereto and by his acts of cooperation with its other Owners, bring about for himself and his co-owners a high standard in commercial retail and business conditions.

The MC or JMB agrees to make its Rules and Regulations known to the Owners by delivery of the same to him or promulgating them in such other manner as to constitute adequate notice.

The Scott Garden Commercial Retail Development requires the co-operation of all its Occupants, be they owners, tenants or guests.

Occupants should make constructive suggestions to the MC or JMB for the improvement and operation of The Scott Garden Commercial Retail Development. Any suggestion or complaint should be submitted in writing, signed by the Occupant and deposited in the Suggestions Box located outside the office. The MC or JMB will review these suggestions or complaints and decide whether or not to act on them.

Occupants should not feel offended if their suggestions or complaints are not favorably acted upon. For it is the philosophy of the stratified commercial retail development to place emphasis to commercial retail and business interest in priority rather than individual or non-commercial value interest during the MC or JMB's process in deliberating a management or operation decisions. The MC or JMB will explain the reasons for its action either by letter or in person.

In short the MC or JMB are govern by the values of collective and best interest of the majority rather than self and individual interest in its day to day running of the affairs of The Scott Garden.

THANK YOU

BADAN PENGURUSAN BERSAMA SCOTT GARDEN



2.0 INTRODUCTION:

The purpose of these rules and regulations which constitute the House Rules of The Scott Garden Commercial Retail Podium is to promote the harmonious occupancy of the commercial retail development therein, to protect all Occupants from annoyance and nuisance caused by any improper use of the Unit / (s) and to preserve the reputation and prestige of the Building thereof, thereby providing maximum enjoyment of the premises and its facilities.

ii.

The House Rules are formulated to serve as guidelines, which govern the occupation and usage of the Building and Common Property. All Occupants and invitees in the Building shall be bound by these rules. It is the Committee's desire to create awareness among all Occupants that, to achieve The common goal of commercial retail development business environment, the cooperation of all residents in complying with all the rules and regulations are required.

- iii. The full authority and responsibility for the enforcement of these rules lies with the Committee. The Committee from time to time may amend the House Rules in accordance with the provision of the relevant Acts. Suggestions in writing are welcomed from all residents. The Management reserves the right to accept or reject such suggestions.
- iv. All Occupants of The Scott Garden Commercial Retail Development must abide by these house rules.

3.0 DEFINITION:

3.1 In these House Rules, unless the context shall otherwise require, each of the following words or expressions shall have the meaning stated below:

- a) 'Owner' refers to the owner of a unit or units of shop and office comprised in the Commercial Centre and includes his lawful servants, employees, agents' independent contractors and invitees;
- b) 'Lessee' or 'Tenant' refers to all persons for the time being occupying a unit or units of shop comprised in the Complex pursuant to a license tenancy lease assignment underlet sub-tenant sub-lease or other agreement or arrangement for the parting with possession of any unit or units by the Owner thereof, which expression shall include where applicable its servants agents independent contractors and invitees;
- c) 'Developer' means Aston Villa Sdn. Bhd. (Company No 344089-X), the developer of the Development;
- d) 'Unit' means the individual parcel of shoplots which is more particularly described in Section 3 of Schedule 1 of the SPA together with the Accessory Parcel (if any), comprised in the Development and includes three (3) air-conditioning units with a total power of approximately 120,000 BTU and the piping to be installed in the Parcel and at designated area therein, as delineated in "Red" and shown in Schedule 3B of the Storey Plan of the SPA;
- e) 'Commercial Centre' includes the shops and office units, the common property and all building contained in The Scott Garden Commercial Retail Development, 289, Jalan Kelang Lama, 58000 Kuala Lumpur;
- f) 'Committee' means the Joint Management Committee established under Section 22 of the Strata Management Act 2013;
- g) 'Common Property' means so much of the Said Land as is not comprised in any parcel or any provisional block as shown in an approved strata plan and includes any ventilating systems, refuse chutes, drains, sewers, pipes, wires, cables, ducts, roof structures and covers and all other facilities and installations used or capable of being used or enjoyed either in common by all the purchasers or by anyone or some of the purchasers;
- h) 'Management' or 'JMB' or 'MC' means the property management company established by the Landlord to control, manage, administer, upkeep and maintain the Common Property and the Development or the Joint Management Body (JMB) of the Development established pursuant to the Strata Management Act 2013 or the Management Corporation (MC) of the Development established pursuant to the provisions of the Strata Titles Act 1985, as the case may be;
- i) 'Managing Agent' means the Management Company, its servant's employees and agents employed by the JMB Scott Garden to manage the property;

3.2 All references to provisions of statutes include provisions as may be amended or re-enacted from time to time.

3.3 Words applicable to natural persons include anybody or persons or corporation and vice versa.

3.4 Words importing the number shall include the plural number and vice versa.

3.5 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.

4.0 GENERAL:

- a) The purpose of these rules and regulations which constitute the House Rules is to regularise and form a guide of rules concerning the use of the common facilities and commercial activities within The Scott Garden Commercial Retail Development and to promote the harmonious occupancy of the units therein, to protect all Owners, Lessee or Tenants from annoyance and nuisance caused by an improper use of the units and to preserve the reputation and prestige of the 'Commercial Centre' and its facilities.
- b) The rules herein are formulated to act for all occupants and invitees concerning the usage of the common properties, facilities, amenities and activities within The Scott Garden Commercial Retail Development. All occupants and invitees in the 'Commercial Centre' shall be bound by these rules. It is the Committee's desire to create awareness among all Occupants in order to achieve the common cooperation of all Owners and Lessee/Tenants in complying with all the rules and regulations are required.
- c) The full authority and responsibility for the enforcement of these rules lie with the Committee. Suggestions are welcome from all occupants but must be put in writing to the Committee who reserves the right to accept or reject any suggestion.
- d) The occupants shall be solely responsible for the overall security of the unit and shall use its best endeavours to protect and keep safe the Unit and any property contained therein from theft or robbery or any loss whatsoever.
- e) The Occupant shall not use or permit or suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Unit or the Common Property for any purpose other than those which they were constructed or provided for and shall not deposit or permit to be deposited therein caused by misuse shall be made good by the occupant forthwith.
- f) The Occupant (shop only) may warehouse, store and /or stock in the Unit only goods, wares and merchandise as the Occupant intends to offer for sale at retail in, at or from the Unit or to supply service to customers.
- g) The Occupant shall not do or omit or suffer to be done or omitted any act matter or thing whatsoever in upon or about the Unit or the Complex or any part thereof which is or shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance or losses of other occupants of the Complex or persons otherwise lawfully therein or occupants of any adjacent units.
- h) Except with the prior written consent of the Committee, the Occupant shall not use or permit to be used any audio visual equipment or other like media or equipment likely to be heard or seen from outside the Unit. Any consent so given as aforesaid may at any time be withdrawn where the Management so determines having regard to the interest of the 'Commercial Centre' as a whole and /or the rights or interest of other occupants or persons lawfully therein.

- i) No auction shall be conducted on or at the Unit.
- j) The Occupant shall not without the Committee's prior written consent, use the name of the 'Commercial Centre' or any picture or likeness of the 'Commercial Centre' or the Unit in his registered or trading name or for any advertising or purpose other than as the address and place of business/dwelling of the Occupant.
- k) The Occupant shall not by its employees or agents, solicit business in parking area or Common Property or distribute pamphlets or other advertising matter in motor or other vehicles nor display advertising material generally except in such manner and under such conditions as may be approved from time to time by the Committee.
- l) The Occupant shall not use or permit to be used the Common Property or any other part thereof for any business or commercial purpose or the display or advertisement of any goods or services except with the consent in writing of the Management and in accordance with any condition imposed by the Management.
- m) The Occupant shall remove or cause to be removed or other display or merchandise immediately upon notice by the Management where the Committee is of the opinion that such displays or merchandise will impair the name, reputation or standing of the 'Commercial Centre'.
- n) The Occupant shall not have access to or cause to permit access to the roof, water tank compartment or any other common areas out of bounds to the Occupant unless given specific consent in writing to such access from the Management.
- o) The Occupant shall not leave, abandon or park nor shall he permit or suffer to be parked in any five foot way passage, corridors or any part of the building or Common Property any bicycles, motorcycles, motor scooters and cards tables and chairs, food or other goods, stalls or other vehicles belonging to him or under his control or that of his servants, agents invitees or licensees.
- p) The Occupant shall not cause or permit or suffer any noxious or otherwise oppressive air to be emitted and or discharges into the corridors, passageways or void or other parts of the Building whatsoever and shall not install or allow, suffer or permit to be installed any air-conditioners in or to any part of the Unit without the prior written consent of the Management.
- q) The Occupant shall ensure that walkways, pavements, entrances, passages, corridors, roads, stairways, fire or escape doors or other part of the Common Property or any appurtenances or conveniences thereto shall not be obstructed at any time and further the Occupant shall not place or suffer to be placed any goods, merchandise or anything(s) whatsoever anyway belonging to the Occupant at the abovementioned areas or immediately outside the unit.
- r) In the event of any infectious illness occurring in the Unit the Occupant shall forthwith give notice thereof to the Management and to the Appropriate Authority and at the costs and expenses of the Occupant will thoroughly fumigate and disinfect the Unit

to the satisfaction of the Management and such Appropriate Authority and otherwise comply with their lawful requirements in regard to the same.

s) Except at the location specified by the Committee, the Occupant shall not erect or place upon within or without the Unit and radio or television aerial or antennas, Astra satellite dishes or any other wireless transmitter or receiver equipment or any loud speakers, screens or similar devices or equipment.

t) Except with the prior written consent of the Committee, the Occupant shall not use or permit to be used any radio, gramophone, television, wireless transmitter or receiver equipment or other like media or equipment likely to be heard or seen from outside the Unit provided, however, that any consent so given as aforesaid will at any time be withdrawn where the Committee so determine having regard to the interest of the other Occupants their tenants, occupiers or persons lawfully in occupation thereof.

5.0 SITE MANAGEMENT

5.1 Combustible Materials

Highly combustible substances such as petroleum product are not allowed to be kept in the Unit. Poisons and substances that may give rise to smoke fumes or obnoxious smells, explosive or any nature (including firework) shall not be kept, stored or used in the Unit. Retail operators shall only utilise the pipe in gas provided by the building.

5.2 No Obstruction at Common Areas

a) The sidewalks, passages, stairways and common corridors must not be obstructed at any time, or used for any purpose other than their designated use.

b) Motorcycles, bicycles, and the like or any other personal property shall not be ridden in, used, placed, stored or left in any common areas (except for area designated for such purpose) of the Complex.

c) The Occupant shall not in any way cover or obstruct any light, skylight window or other means of illumination of the Common Property of the 'Commercial Centre' generally.

d) The Occupant are not permitted to obstruct or encroach or cause or permit to obstruct or encroach onto the various entrances, stairways, landings, passages, lifts, escalators and all other parts of the Common Property or the Development and shall at all times take all necessary steps to prevent any such obstruction or encroachment.

e) The occupant shall not in any way cover or obstruct the overall view. All approved displays shall not be more than 4 ft high. The Management and Landlord have the absolute rights to remove all the items at the promotion/common area of tenant violates this clause. All cost of removal and storage and shall be borne by tenant.

5.3 Liabilities for Damages to Common Property

Any damage to common property shall be assessed by the Committee and the cost of repair and /or replacement will be charged to the Occupant responsible.

5.4 Loading & Unloading

- a) All loading and unloading of goods and materials whether for renovation or otherwise shall be at the designated places or service door or service corridors specified from time to time by the Committee, for such use only and to ensure that the lift, car or cage is properly and adequately protected and shielded during the carriage of heavy or bulky goods and equipment and to carry out the subsequent movement of the Tenant's Goods from the designated area to the Unit only via the Development's designated goods or service lifts and not through any escalators or passenger lifts in the Development.
- b) To ensure no obstruction or damage is caused to any part of the Unit, the Common Property or the Development in delivering or moving the Tenant's Goods.
- c) The delivery and the movement of the Tenant's Goods whether to or from the Unit or any other parts of the Development are to be carried out during or between such hours as may be stipulated by the Committee from time to time in their absolute discretion.
- d) The Lorries, vans and other vehicles for such transportation shall not be parked to obstruct traffic flow in the 'Commercial Centre'. No goods and materials shall be stored whether temporarily or permanently at any area in the 'Commercial Centre'.
- e) No machinery, safe or furniture shall be moved into or out of the Unit unless prior notice is given to the Committee and the moving of the same must be done under the supervision of the site personnel.

5.6 Access to the Unit

- a) The Occupant shall permit the Committee, its servants and agents at all reasonable time to enter into the Unit with or without tools and appliances to examine the state and condition of the premises and the walls, floor, ceiling, pipes, cables and wires therein and to do any repair or maintenance works therein which the Management considers necessary.
- b) The Committee expressly reserves the right from time to time during the term hereof to erect and re-erect kiosks and other structures in any part of the

Common Property (save in any part thereof which would interfere with access to the Unit) and to grant to any person the exclusive use of all or any part thereof for such purpose for such periods and upon such terms and conditions as the Management may in its absolute discretion deem fit.

5.7 Loading on Floors

All units are designed to take loads not exceeding 2.5 KN/m sq. The placing of heavy objects in excess of this weight must be checked and approved by the structural engineer of the project. Proper drawings indicating the location for such loads and

their detail must be submitted to the structural engineer and when such approval is granted, all costs including the structural engineer's fees shall be borne by the Occupant. Generally safes and other heavy objects should be placed near columns.

5.8 No Throwing Of Objects

The Occupant shall not throw or permit to be thrown or to be dropped or to fall any article or substance whatsoever from or out of the unit or the Common Property or any part thereof and shall not place upon any still ledge or other like part of the Unit or the Common Property any article or any article or substance.

6.0 REFUSE DISPOSAL

6.1 Disposal

- a) No rubbish, rag, or any refuse shall be permitted to be thrown through the doors or windows or walkways except into the REFUSE CHAMBER and refuse bins provided in the 'Commercial Centre'.
- b) No rubbish or waste material shall at any time be burnt in the Unit or the Common Property or any part thereof.
- c) The occupant shall not allow any accumulation of rubbish in the Unit/Common Property.

6.2 Refuse in Plastic Bags

The Occupant shall ensure that all refuse be sealed in non-porous plastic bags and placed properly in the refuse bins at the Refuse Chamber of the Complex. All wet refuse should be thoroughly drained of any liquid and care should be taken to prevent dripping on the floor.

6.3 Pest Control

The Occupant shall take all reasonable precautions to keep the Unit free of rodent, Vermin, insects, pests, birds and animals and shall for this purpose show proof, when the Management so requires of a regular pest control contract with a reputable pest control company of the Unit.

7.0 RENOVATION, DELIVERY AND REMOVAL

7.1 Working Hours

Renovation, delivery and removal works are restricted to the following hours:

Mondays to Fridays : 9.00 a.m. - 5.00 p.m.

Saturdays : 9.00 a.m. - 1.00 p.m.

Sundays & Public Holidays: Subject to the Committee's approval

7.2 Permission before Commencement of Works

The Occupant must provide seven (7) working days' notice to the Committee and obtain permission prior to the commencement of any renovation work. The Committee reserves the right to reject any request for approval if the works involve the structural elements or would have involved serious modifications on the mechanical and electrical system of the 'Commercial Centre'. All renovation works shall conform to the Scott Garden Design Technical guidelines. By-laws and regulations including fire regulations from time to time enforced by the relevant governmental authorities and approval for such renovation shall (if necessary) be obtained prior to commencement.

7.3 Work Schedule

The Occupant is required to submit to the Committee the schedule of work together with all drawings and plans (including all Mechanical & Electrical) on any work done by its contractors.

7.4 Installation of Air Conditioner & Electrical Works

- a) Air Conditioning Compressor shall be placed at the designated area, the wiring and piping must run, lay or route as per the recommendation of and together with the prior written consent the Committee.
- b) All electrical works and renovation shall conform to the relevant By-laws and regulations from time to time enforced and all electrical works plans shall be submitted to the Management for approval. The Occupant shall ensure that the electrical works shall not effect or cause overloading to the existing capacity provided by the Complex.
- c) The Occupant shall not, without the prior written consent of the Committee install any water, gas or electrical fixture, equipment or appliances or any apparatus for illumination air-conditioning cooling or ventilation the Unit nor mark, paint or drill or in any way deface any walls, ceiling, partitions, floors, wood or other part of the Unit.

7.5 Fit Out or Renovation Deposit

a) A Fit out or Renovation refundable deposit is required before renovations works are carried out. The deposit shall be collected by the Committee at the time of application to carry out renovation works. The scale of the fit out or renovation deposits are as follows:

Area I Size	Fit Out Fee	Fit Out Deposit
< 1,000 SQFT	*	RM 3,000.00
1,000 - 2,000 SQFT	*	RM 5,000.00
> 2,000 SQFT	*	RM 7,500.00
> 5,000 SQFT	*	RM 16,000.00

(*) To be imposed subject to design intricacies.

b) The deposit is to ensure that all unwanted materials, debris, etc. is not left in the corridors or any other common areas and that no common property in the 'Commercial Centre' is damaged, if any, will be deducted from the deposit and the balance will be refunded to the Occupant concerned. In the event that the clean-up costs and the damages exceed the deposit, the Occupant shall bear all costs and expenses incurred by the Management.

7.6 Committee Check

a) All delivery, removal and renovation works must be reported at the Management office prior to the work being carried out. The Management reserves the right to refuse entry to any unknown person for whatever purpose.

b) All doors, windows and other openings of the unit shall be securely fastened on all occasions when the Unit is left unoccupied.

7.7 Identification Check

The Occupant shall ensure that its contractors report and register their workers names at the Committee office prior to commencement of renovation work.

7.8 Water and Electricity

The Occupant/contractors are NOT allowed to tap water/electricity supply from the common area.

7.9 Conduct and Behavior of Contractors

a) The Occupant shall be responsible for the conduct and behavior of its appointed contractors. Any damage to the building common area and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Occupant concerned. The Committee reserves the right to expel from the 'Commercial Centre' any contractor found misbehaving.

b) No contractors or unauthorized person are to be found in any part of the complex except in the specified Unit. If caught, the concerned will be barred from entering the Complex in the future.

8.0 SPECIAL NOTES

8.1 Occupation by Lessee or Tenant

a) The Owner shall prior to execution of any proposed agreement with the Lessee or Tenant, procure that the Lessee or Tenant enters into covenant with the Owner to observe and perform all the provisions of the House Rules herein and the same may be amended from time to time.

b) Notwithstanding the foregoing provisions, the Owner shall remain and shall be liable for and shall indemnify the Management against all demands, claims, actions, proceedings, fines, penalties, damages, costs, charges and expenses arising out of or made in consequences of any act, omission, default or negligence of the Lessee or Tenant or breaches of the provisions hereof by the Lessee or Tenant.

8.2 Disclaimer of Liability

The Committee, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury to or death of any person in the Unit unless or otherwise covered under the general public liability master policy.

8.3 Management of Unit(s)

The Committee or the vendor shall not be responsible for any loss or damage to the fixtures installed inside the unit after issuance of full set of keys to Owners. It is the Owner's responsibility to ensure all doors and windows are properly secured to avoid intruders from entering the unit(s).

8.4 Amendments and Alterations

The Committee reserves the rights to amend, after, vary or change any or all above Rules from time to time as it deems necessary.

8.5 No waiver

Knowledge or acquiescence by any party of, or in, any breach of any of the provisions of this agreement shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge or acquiescence, such party shall remain entitled to exercise its rights and remedies under this agreement, and at law, and to require strict performance of all of the provision of this agreement

9.0 EXTERIOR FACADE OF THE SHOP OFFICE

- a) For the purpose of maintaining the image of the 'Commercial Centre', it is acknowledged that the exterior walls of the Unit is common property and shall be protected and maintained in the state and condition as at the date of delivery of the Unit. As such, the Occupant shall not be allowed to create openings or alter the facade in any way whatsoever. No shade, awning or grilles shall be used except those designs approved by the Committee and these shall be fixed within the internal wall of the unit only. .
- b) Brooms, mops, clothing, cartons, notices, advertisements, posters, illuminations, or other means of visual communication shall not be displayed on windows, doors or passages so as can be viewed from the outside of the Unit.
- c) Please note light box signage is not permitted within the Commercial Centre. Approval from the Committee for installation of signage is required. For signage approval kindly submit and provide signage details, materials, specifications, elevation, sectional drawings and colour perspective. Signboards shall conform to the size approved by the authority and should be fixed within the unit concerned.
- d) The Occupant shall not use, erect, display, affix or exhibit on or to the exterior of the Unit or the interior face of any shop front of the Unit any signs, lights, embellishments, advertisements, names, notices or banners except with prior written consent of the Management.
- e) Except with the prior written consent of the Committee, the Occupant shall not erect or place upon within or outside the Unit any radio or television aerial or antenna, Astra Satellite Dish or any loudspeaker, screen or similar device or equipment.

10.0 TYPE OF BUSINESS

The Occupant shall use the Unit solely for the purpose of carrying on a commercial business or trade (hereinafter referred to as "the Business") and shall not use or cause, permit or let to be use the Unit or any portion thereof for the carrying on the following:

-
- a) Any business or trade, which emits, accumulates and disseminates or may emit, accumulate and disseminate any unpleasant odour or which accumulates dirt or caused a nuisance to the general public and the neighbouring occupiers.
- b) Any business or trades dealing with substance and chemicals of an explosive and dangerous character and their by-products.
- c) Any business which involve gaming wagering and /or gambling in any way or form.

- d) Any businesses or trade in undertaking and/or funeral or bereavement service/parlour or anything incidental to all such trade/service including the storing and displaying of coffins, caskets, tombstones, wreaths, funeral paraphernalia and the likes.
- e) Any premises of worship or religious gathering or a temple or church.
- f) Any business or trades dealing in the making of joss sticks, incense candles and paraphernalia(s) in relation to the business of an undertaker or funeral parlour or religious worship of any kind.
- g) Any business or trade in the repairs and maintenance of motor vehicles of any kind.
- h) Any business or trade whose general description and works subscribe to the use of industrial premises.
- i) Any other trade or business which in the opinion of the Committee is incompatible with the image that the Committee wishes to project in respect of the Building.

11.0 BUSINESS HOURS

- a) The Unit shall not be or remain open for business at or during any 'time or time prohibited by law for that class of premises or the business carried on therein. The Occupant shall conform to all terms and conditions of the Business License issued by the relevant authorities.
- b) The Occupant shall keep the Unit open for trade during such hours as the Committee shall from time to time prescribe as usual business hours of the 'Commercial Centre' and conduct the Occupant's business therein at all times in good faith and in accordance with the best method and in a reputable manner and not commit or suffer or permit to be committed any illegal or unlawful act in the Unit.
- c) The Occupant hereby covenants and undertakes with the Committee that in the interest of all tenants and occupiers of the premises comprised in the 'Commercial Centre', it shall strictly comply with the provisions of Clause 11.0 (a) and (b) herein and in the event of non-compliance therewith, the Tenant shall pay to the Landlord a deterrent fee of Ringgit Malaysia One Thousand (RM1, 000.00) only for each day of non-compliance.

12.0 HEALTH, SAFETY & ENVIRONMENT

The Owner | Occupant shall use the Unit with care to ensure that all activities that are being conducted, carried on or cause, permit or let to be use the Unit or any portion thereof does not posed a danger to the health and safety of all other users, visitors or invitees nor a threat to the general environment and safety of the building.

12.1 Combustible Materials

- a) Highly combustible substances such as paint, thinners and petroleum products must not be kept in substantial quantities (larger than 5 litre containers) above the amount required to complete the renovation or other work being undertaken within the Unit.
- b) Substances, which may give, rise to smoke, fumes, gas (except cooking gas not exceeding two small cylinders) or obnoxious smells or explosives of any nature (including but not limited to fireworks) shall not be stored or used in the Unit, any part of the Building or the Common Property.
- c) No radioactive waste of any kind may be kept within the Unit, any part of the Building or within the perimeter of the common property.

12.2 Incidents

- a) Any incident including an accident occurring within the Unit or within the compound of the Building or the Common Property shall be reported to the Management within a time frame related to the seriousness of the incident. These may include serious injury or an infectious or contagious illness, gas leak, hazardous substance spill, fire, vehicle accident, etc.

12.3 Fire

12.3.1 Fire precautions

- a) Occupants shall not do anything or permit anything to be done that may affect or invalidate any fire insurance in respect of the Building or any part thereof or increase the rate of premium of such insurance.
- b) Occupants must take all reasonable precautions to prevent the occurrence of fire. They are not to leave electrical or other appliances unattended while away from their Units.
- c) Naked flames such as those from cooking should not be left unattended at any time.
- d) Units which are used as Food & Beverage or has cooking facilities must ensure that the kitchen or cooking area is properly ventilated and the exhaust hood system is installed with the approved fire suppression system.
- e) All landlord shall provide Schedule A of the tenancy agreement to the management office together with at least two (2) emergency contact of their tenant.

12.3.2 Fire emergencies

- a) In case of a fire, please take the following steps:
 - i. Stay calm. Alert those Tenants/ Occupants/ Visitors who may be immediately endangered such as those in adjacent units located on the floor where the fire is located and move them away from the fire and/or smoke, please refer to General Evacuation section in paragraph 12.5 below.

- ii. Sound/activate the fire alarm by smashing the glass and pressing the button in the fire alarm box located in the lift area. This will automatically trigger a Bomba response.
- iii. If the alarm fails to operate, warn other Tenants/Occupants/ Visitors by knocking on their doors and shouting warnings.
- iv. If there is an external gas supply to your apartment smash the glass in the yellow box on the wall adjacent to the gas supply room in the corridor and pull the handle to shut off the supply.
- v. Call the security guard on duty from a safely located phone. Give as much information as possible to the security guard.
- vi. If you can do so without jeopardizing your own health and safety locate the fire extinguisher in the corridor or lift well area or the fire hose and fight the fire. If noxious smoke is evident such as from a burning mattress, plastic or foam leave immediately as the smoke will be toxic.

12.3.3 Emergency equipment

- a) Tampering with or blocking access to the fire alarm and/or other emergency equipment such as fire extinguishers hoses, hose nozzles etc., is against the law.
- b) The Owners I Occupants are to ensure that there are sufficient numbers of fire extinguishers in accordance to the Bomba regulations
- c) It is the Owners I Occupants responsibility to ensure that all fire extinguishers certificate are valid and renewed yearly.

12.3.4 Emergency exits

- a) The playing of games or the storage of equipment or personnel belongings that could block access to a fire exit is prohibited.

12.4 Gas

12.4.1 Safety precautions

- a) Owners/Tenants are responsible for the proper use of gas supplied by authorized gas suppliers.
- b) Any replacement, maintenance and repair of the internal piping, gas service pipe and fittings within their Unit can only be carried out by the authorized gas supplier.
- c) Owners/Tenants shall not alter or modify the internal piping or gas service pipe and meter without prior consent or authorization from the authorized gas suppliers.
- d) Owners/Residents shall observe the Gas Supply Act 1993 and the Regulations made there under together with any amendments thereto.

12.4.2 Leak

- a) In the event of gas leak being detected all electrical appliances and switches should be turned off and naked flames extinguished.
- b) The source of the leak should be located and the leak stopped.
- c) The area should be well ventilated ensuring no gas has accumulated under or in kitchen cupboards.
- d) Where the leak is large or cannot be stopped, EVACUATE IMMEDIATELY and ventilate the area.
- e) Alert those Tenants/Occupants/Visitors who may be immediately endangered such as those in adjacent units located on the floor where the leak is located and EVACUATE THEM IMMEDIATELY.
- f) Call the security guard on duty from a safely located phone. Give as much information as possible to the security guard and ask them to call the Bomba immediately.

12.5 General evacuations

- a) When an evacuation becomes necessary, then moves quickly to the nearest emergency exit and exit the Building at the ground floor and move outside and away from the main entrance to The Scott Garden. Do not obstruct the entry of the emergency services as you move away.
- b) Do not use any lifts and stay together with your colleagues / staffs where possible.
- c) If you cannot account for one of your colleagues / staffs inform the emergency services when they arrive. DO NOT RETURN AND LOOK FOR THEM YOURSELF.
- d) Stay in the evacuation area until the emergency services give the all clear for you to return.

13.0 ACCOUNTING (collection of charges / bad debts)

13.1 Recovery of Arrears owing less than 6 months

13.1.1 Defaulters

In accordance with Sections 23 and 24 of Act 757 (if Management Corporation refer to Sections 45 and 46 of the Strata Titles Act 1986), the Building Maintenance Fund and Sinking Fund shall comprise Service Charge, Sinking Fund, Water Charges, Insurance Premium, Quit Rent, Late payment Interest and any other obligatory costs of the Management.

The Defaulters are those Owners of Units who have outstanding charges and contributions due and payable to the Building Maintenance Fund and Sinking Fund.

13.1.2 Late Payment Interest

A Late Payment Interest at the rate of ten per cent (10%) per annum or other rate as determined by the Management, will be levied on all types of outstanding charges and contributions to the Building Maintenance Fund which remains unpaid within fourteen (14) days from the date of invoice for all those outstanding charges and contributions, which may include whatsoever damages or cost of damage to Common Property payable by the defaulting Owner(s).

13.1.3 Pre-legal Action for recovery of charges arrears

Any or all of the following actions may be taken against the Defaulter before any legal proceeding is being taken:

(a) Disconnection of Domestic Water Supply

- i. The Management reserves its right to disconnect domestic water supply to the Unit(s) of defaulting Owner(s) / Occupant(s) who fail to remit his/her outstanding charges and/or contributions to the Building Maintenance Fund and Sinking Fund after a fourteen (14) days' written notice ("First Notice") has been served on him/her.
- ii. The aforesaid action is necessary to facilitate good credit control measure undertaken by Management for recovery of such outstanding sum owing by defaulting Owner(s) / Occupant(s).
- iii. A reconnection fee of RM50.00 each will be charged to those defaulting Owner(s) / Occupant(s) whose domestic water supply has been disconnected by the Management for the recovery of any outstanding charges and/or contributions to the Building Maintenance Fund and Sinking Fund. The reconnection fee shall be deemed as contribution to the Building Maintenance Fund.

13.1.4 Legal Proceeding for Recovery of Arrears

a) Subsequent to the disconnection of domestic water supply, in the event the defaulting Owner(s) / Occupant(s) continue to default in remitting the sum in arrears to the Building Maintenance Fund, a further fourteen (14) days written notice ("Final Notice") will be served on the said defaulting Owner(s) / Occupant(s).

b) Upon the expiry of the Final Notice, the Management shall proceed to institute legal proceedings against the defaulting Owner(s)/ Occupant(s) In any court of competent jurisdiction to recover such sum in arrears. Consequently, any expenses and cost arising thereof shall be borne by the defaulting Owner(s)/ Occupant(s).

c) Notwithstanding the above, legal proceedings against any defaulting Owner(s)/ Occupant(s) may be instituted without any pre-condition after the service of a Final Reminder to the defaulting Owner(s) specifying the intention of the Management to commence such legal proceedings. Any expenses and cost arising thereof shall be borne by the defaulting Owner(s)/ Occupant(s).

13.1.5 Recovery of Arrears owing for 6 months and above

- a) In the event the amount of charges and contributions due from the defaulting Owner(s) / Occupant(s) have been in arrears for six (6) months and above, the Management shall submit a written request to the Commissioner of Buildings (COB) to issue a warrant of attachment authorising the attachment of any movable property belonging to the defaulting Owner(s) / Occupant(s) in the Unit.
- b) The Commissioner of Buildings (COB) will issue a Notice to pay arrears of charges (Form A) requesting the defaulting Owner(s) / Occupant(s) to pay the amount in arrears within fourteen (14) days.
- c) Upon expiry of notice in Form A, the Commissioner of Buildings will issue the Warrant of Attachment (Form 8) authorizing its Officer to carry out the attachment of any movable property of the defaulting Owner(s) / Occupant(s). The Officer can affect forcible entry into the Unit of the defaulting Owner(s) / Occupant(s) in the daytime for the purpose of effecting the attachment.
- d) The Officer will make an inventory of the property attached in the Unit. The Officer will give a Notice and Inventory (Form C) to the defaulting Owner(s) / Occupant(s) who is in possession of the property attached.
- e) The defaulting Owner(s) / Occupant(s) are required to pay the sum in arrear within seven (7) days from the date of attachment of his/her property. Failing which, the property attached shall be sold by public auction. Any amount recovered by the Commissioner of Buildings, after deducting attachment expenses, shall be deposited into the Building Maintenance Fund of the Badan Pengurusan Bersama Scott Garden, as soon as practicable.
- f) Any surplus shall be paid to the defaulting Owner(s) / Occupant(s).

14.0 COMMUNICATIONS

4.1 Complaints

- a) All complaints must be made in writing and hand in personally to the Management and addressed to the Chairman of the Joint Management Committee. The complainant must supply information of his/her Unit number, name, address and contact details. Anonymous complaint will not be entertained. An acknowledgement of receipt will be issued to each Complainant.
- b) The Management has the discretion whether to take appropriate action(s) or not to take any action(s) on such complaint(s).
- c) The Management will respond formally in writing to each Complainant(s) either through email or letter or conveyed its decision to the Complainant(s) in person.

14.2 Circular

- a) The Management or Joint Management Committee will via Circular keep all Owner(s) / Occupant(s) informed of any information, issues or concerns in relation to matters affecting the Scott Garden Commercial Retail Development.
- b) In the event you have any newsworthy matters, issues, articles or other publications that you wish to share with the Scott Garden Commercial Retail Development Occupants, please forward the same to the Joint Management Committee via its email address as follows: enquiry@thescottgarden.com
- c) The Joint Management Committee reserves its discretion to include or exclude the said matters, issues, articles or other publications in its monthly newsletter.
- d) Owner(s) / Occupant(s) or any registered third party can put up advertisement(s) about their products or services; however this will be subject to approval of the Management or Joint Management Committee and will be governed by the standard advertising contract and schedule of rates currently enforced for with the Scott Garden Commercial Retail Development

15.0 DISCLAIMER AND AMENDMENTS

15.2 Disclaimer

The Management, its agents and its employees shall not be liable in any manner whatsoever for loss of or damage to any property or injury to or death of any person in the Building.

15.3 Others

- a) The restrictions duties and obligations imposed by this House Rules and other parts contained herein shall be observed not only by the Owner but also by his/her Tenants, guests, servants, agents, children, invitees and licensees.
- b) The Management reserves the right to impose a fee for the use of all or any of the facilities, or equipment provided for in the Building.
- c) The Management shall have the right to impose a fine as it deems fit in the event of any breach of the rules herein contained together with the right to deny any Owner / Occupants the use of all or any of the facilities or equipment provided in The Scott Garden Commercial Retail Development.

16.0 Imposition of fine

Any parcel owner, proprietor or other person who is in breach of any part of the by-laws or addition by-laws, each as may be made from time to time, shall be imposed such fine (the amount of which shall be determined by the joint management committee or the management committee) not exceeding RM200 in respect of each occurrence of a breach.