embayu

DAMANSARA WEST

HOMEOWNERMANUAL

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1.0 General

***1.1** Directory*

***1.2** Frequently Asked Questions*

(FAQs)

1.1 DIRECTORY

Premier BayCity Sdn Bhd Office
T : +603-2011 0888
E : embayu@prg.com.my
W : www.embayu.com.my

Embayu Management Office
T: 03 3010 1768/ 03 3010 1868
E: moembayu@gmail.com

Embayu Guard House
T : Intercom System

EMERGENCIES

Ambulance/ Police/ Bomba/ Jabatan Pertahanan Awam
T : 999

Shah Alam District Police Headquarters
T : 03-55102222/551

Balai Polis Kampung Baru Subang
T : +603-7846 2322

Balai Polis Sungai Buloh
T : +603-6156 1222

UTILITIES

Electricity
Tenaga Nasional Berhad (TNB)
T : 15454 (Domestic)
T : +603-2296 5566 (International)

Water
Pengurusan Air Selangor
T : Hotline : 15300

Sewerage
Indah Water Consortium
T : +603-2780 1100

Postal Services
Pos Malaysia
T : 1300 300 300 (Domestic)
T : + 603-7626 1900

Local Authority
Majlis Bandaraya Shah Alam
T : +603-5510 5133
W : www.mbsa.gov.my

Telephone Services
Time Dot Com
T: 1800 18 1818

Telekom Malaysia
T : 100 (Hotline)
T : 103 (Directory Assistance)
W : www.tm.com.my

HOSPITAL

Ara Damansara Medical Centre
T : +603-5639 1888

Hospital Sungai Buloh
T : +603-6145 4333 (Hotline)

1.2 FREQUENTLY ASKED QUESTIONS (FAQs)

1.2.1 MOVING IN OR OUT, DELIVERY AND DISPOSAL

Q : Do I need to inform the Management before moving in-out and/or delivery/ disposal?

A : Yes. Kindly inform the Management at least three (3) days in advance. Note that prior to moving in-out, a refundable deposit of RM 500.00 is required and made payable to the Management (where applicable).

Q: What time could I move in-out and/or conduct delivery or disposal?

A: Monday to Friday : 9.00am – 5.00pm, Saturday : 9.00am – 1.00pm
Sunday and Public Holidays : NOT ALLOWED

1.2.2 RENOVATION

Q : What are the procedures if I intend to renovate my unit?

A : You are requested to apply for the Management's consent at least two (2) weeks in advance by completing the Renovation Application Form accompanied by a refundable renovation deposit of RM3,000 (for major renovation) or RM1,000 (for minor renovation) made payable to the Management.

Q : Is there a maximum period allowed for renovation?

A : Yes. It is advised that all renovation works be completed within two (2) months in order to minimize inconvenience to your neighbours. Please seek the Management's consent should you require a longer period for renovation.

Q : Is there any specific guidelines or restrictions to be followed?

A : Yes. Please refer to the Renovation/Extension guidelines to maintain the Master Plan of the overall look of the development.
Works can be carried out on such days and times as per below:
Mondays to Fridays : 9.00 am – 5.00 pm
Saturdays : 9.00am - 1.00pm (No Noisy Works Allowed)
Sundays and Public Holidays : NOT ALLOWED

Q : If the Developer's contractor is still carrying out rectification works at my unit, can I still continue with my renovation?

A : No. Please allow the developer's defect rectification team to complete all defects rectification work first before beginning any renovation work. This is to avoid any disputes over damages, theft and vandalism, as it would be difficult to identify whose contractor is responsible for the incidents.

Q : Why is non-load bearing wall built with reinforced concrete?

A : The wall is constructed using IBS (Industrialised Building System) comprising of concrete monolithic cast for shear walls and non-load bearing wall and brickwork for walls with utility piping and cabling. This is to enhance its durability and lower chances of wall crack lines in the future.

Q : Is removal or hacking of the structural walls/beam/column allowed?
A : The removal or hacking of any structural walls/beam/column is strictly prohibited as these actions would affect the structural stability of the Building.

Q : Can I drill the unit wall to put up frame/shelves/cabinet?
A : Yes. To put up light items, the easier way is to use concrete nail or nail free glue. If drilling is required, please be cautious of the concealed wiring and piping areas.

1.2.3 INTERIOR DESIGN ("ID")

Q : Is there any ID service provided by the Developer?
A : No. There is no ID service provided by the Developer.

1.2.4 POSTAL ADDRESS

Q : What is the postal address of Embayu Damansara West ?
A : A-2-5, Blok A, Pangsapuri Embun Bayu, No.1 Persiaran Kosmos, Seksyen U5, 40150 Shah Alam, Selangor Darul Ehsan.

1.2.5 RESALE/RENTAL

Q : What are the procedures if I/we want to sell my/our unit(s)?
A : If you wish to sell your unit prior to the issuance of strata title, you are required to inform the Developer about the sale. However, if you wish to sell the unit upon the issuance of strata title, you are required to inform the Management about the sale.
The procedures listed below apply to both situations:

1. To submit a certified true copy of the stamped Sale & Purchase Agreement between you and the intended purchaser to the Developer/Management.

2. To submit a certified true copy of the stamped Sale & Purchase Agreement between you and the intended purchaser to the Developer/Management.

3. To submit a certified true copy of the Deed of Assignment between you and the intended purchaser to the Developer/Management.

4. The intended purchaser is required to execute a Deed of Mutual Covenants/ House Rules with the Developer/Management.

5. If there is a Financier, a certified true copy of the stamped Deed of Assignment cum Loan Agreement between the intended purchaser and the financier to be submitted to the Developer/Management.

6. To settle all outstanding payment for quit rent, insurance, assessment, sewerage, interest charges, maintenance charges and sinking fund.

7. To confirm the date of the completion of sale/vacant possession. Upon compliance with the above, the Developer/Management will update the change of ownership accordingly.

Q: What are the procedures if I wish to rent out my unit?
A: The procedures are as follows:

1. To inform the Management prior to the commencement of the tenancy and to register your tenant(s) with the Management.
2. As for foreign tenants, need to produce the valid working permit or valid University student visa (local college student visa is not acceptable).
3. To advise your tenant(s) to complete the Resident Record Form and pass it to the Management together with a stamped copy of the Tenancy Agreement.
4. To inform the Management if your tenant is moving out.

Q: Can I/we appoint my/our real estate agent, or are there any restrictions?
A: Yes. You may appoint your own real estate agent. However, your agent is strictly required to bring along an authorization letter whenever he/she is entering Embayu. Standard security procedures apply.

1.2.6 SECURITY

Q: What are the procedures for my/our Invitee(s)/Visitor(s)? A:
The procedures are as follows:

1. To inform our security personnel at the guardhouse on the expected time of arrival of your Invitee(s)/Visitor(s).
2. Invitee(s)/Visitor(s) is/are required to register at the guardhouse.
3. The security personnel will intercom for confirmation upon registration.

Q: Can I leave my personal belonging(s) with the guards for temporary custody?
A: No. For security reasons, you are advised not to leave any of your personal belonging(s) with the security guards.

1.2.7 PETS

Q : Can I keep a pet within my home?
A : Owner/Resident shall not keep any pets, livestock and animals in his parcel unit and/or in the common property, which may cause nuisance or annoyance to any other residents or which may be dangerous to the safety or health of the others residents or which contravenes any written law or rules and regulations of the relevant state or the local authority.

1.2.8 CHARGES

Q : When do I start paying my maintenance charge and sinking fund contribution?

A : You shall commence paying from the date you take vacant possession of your property. Such amount payable shall be determined according to the provisional share units assigned to the said Unit/Parcel by the Developer's licensed Land Surveyors.

Q : What does the charges cover?

A : Pursuant to the Strata Titles Act 1985 and the Strata Management Act 2013, you are required to pay charges for the management and maintenance of the Common Property.

1.2.9 DEFECTS LIABILITY PERIOD ("DLP")

Q : What is DLP?

A : The DLP (Defect Liability Period) is as stated in the Sale and Purchase Agreement and it commences from the day you take vacant possession of your property. The purchaser shall be deemed to have taken delivery of vacant possession upon expiry of fourteen (14) days from the date of vacant possession notification, irrespective of whether or not the purchaser has actually taken possession. During this period, the developer shall, at its own expense, repair and make good any defects in the Unit/Parcel/Building/Common Property arising from defective workmanship.

Q : Is the Developer liable for all types of defects during DLP?

A : No. The Developer is only responsible for rectifying defects due to defective workmanship or materials during the DLP. Defects arising from ordinary wear and tear or renovation works by the purchaser's contractor are excluded.



2.0 Home Safety Guide

2.1 *Home Fire & Electrical Safety Tips*

2.2 *Dengue Fever Prevention*

2.3 *Termite & Pest Control*

2.1 HOME FIRE & ELECTRICAL SAFETY TIPS

2.1.1 FIRE PREVENTION TIPS

- Avoid overloading on power points and multiple extensions.
- If a longer wire cord is needed, replace it with a wire of sufficient length. Avoid joining wires.
- Ensure all wirings are in good condition and not exposed.
- Fuse in the meter box must be compatible with the power supply.
- Get qualified electricians to carry out any important electrical works.
- Store all flammable goods in a safe place.
- Make sure that burning candles and mosquito coils are placed away from combustible materials.
- Install fire smoke alarm or sprinkler system and keep them in working order.
- Buy and keep a fire extinguisher at prominent places and educate your family on its usage.

2.1.2 FIRE ESCAPE PLAN

- Avoid installing fixed or static grilles that may hamper rescue efforts in a fire.
- Install grilles that can be opened during an emergency.
- Value life above possessions.
- Wrap a wet cloth around the nose and mouth to limit the inhalation of smoke.
- Stay low and crawl to the nearest exit.

2.1.3 ELECTRICAL SAFETY TIPS

- Switch off power points before attempting to remove/replace a light bulb or any electrical appliances.
- Do not touch any severed electrical cables. Report to Tenaga Nasional Berhad (TNB) immediately.
- Do not allow your children to enter any TNB sub-stations and sub-compactors.
- Inform your children not to fly their kites too close to overhead electrical cables or electric fencing.

2.2. DENGUE FEVER PREVENTION

2.2.1 DENGUE FEVER PREVENTION

- Dengue fever is a dangerous communicable disease caused by the Dengue Virus.
- The Aedes mosquito spreads this disease.
- Aedes mosquitoes breed in clear, stagnant water. Containers with water that are not emptied for more than 48 hours may become a breeding ground for them.
- No vaccine is currently available.
- Prevention is better than cure.

2.2.2 CHARACTERISTICS OF THE AEDES MOSQUITO

- The Aedes mosquito is easily recognizable by the black and white stripes on its body and legs.
- It usually bites in the early morning and late evening.
- The life cycle of the Aedes mosquito from its egg is about 1 week.

2.2.3 SIGNS AND SYMPTOMS

- Sudden onset of high fever.
- Rashes or red spots on the skin.
- Aches in the bones, joints, eyeballs and head. ▸Bleeding in the body, nose and mouth.
- Loss of appetite.
- Vomiting.
- Pain in the abdomen.

2.2.4 PREVENTION STEPS

- Cover all water containers such as pail, urns etc and/or drums tightly or add larvicide to them.
- Change the water in flower vases weekly.
- Remove the water and clean the flowerpot trays weekly.
- Check roof gutters weekly and remove leaves and other debris that may block the water flow.
- Clear the surrounding areas of your parcel. Throw all containers that can collect water such as empty cans/bottles into plastic bags and place them appropriately.

2.2.5 DESTROY ADULT AEDES MOSQUITOES

- Use insecticide spray (aerosol) to kill adult mosquitoes.
- Fogging – you are requested to allow the authorities to fog the interior of your house.
- Use mosquitoes coils or any mosquito repellent electrical device to avoid mosquitoes from biting you or your family.

2.3 TERMITE & PEST CONTROL

2.3.1 TERMITE CONTROL

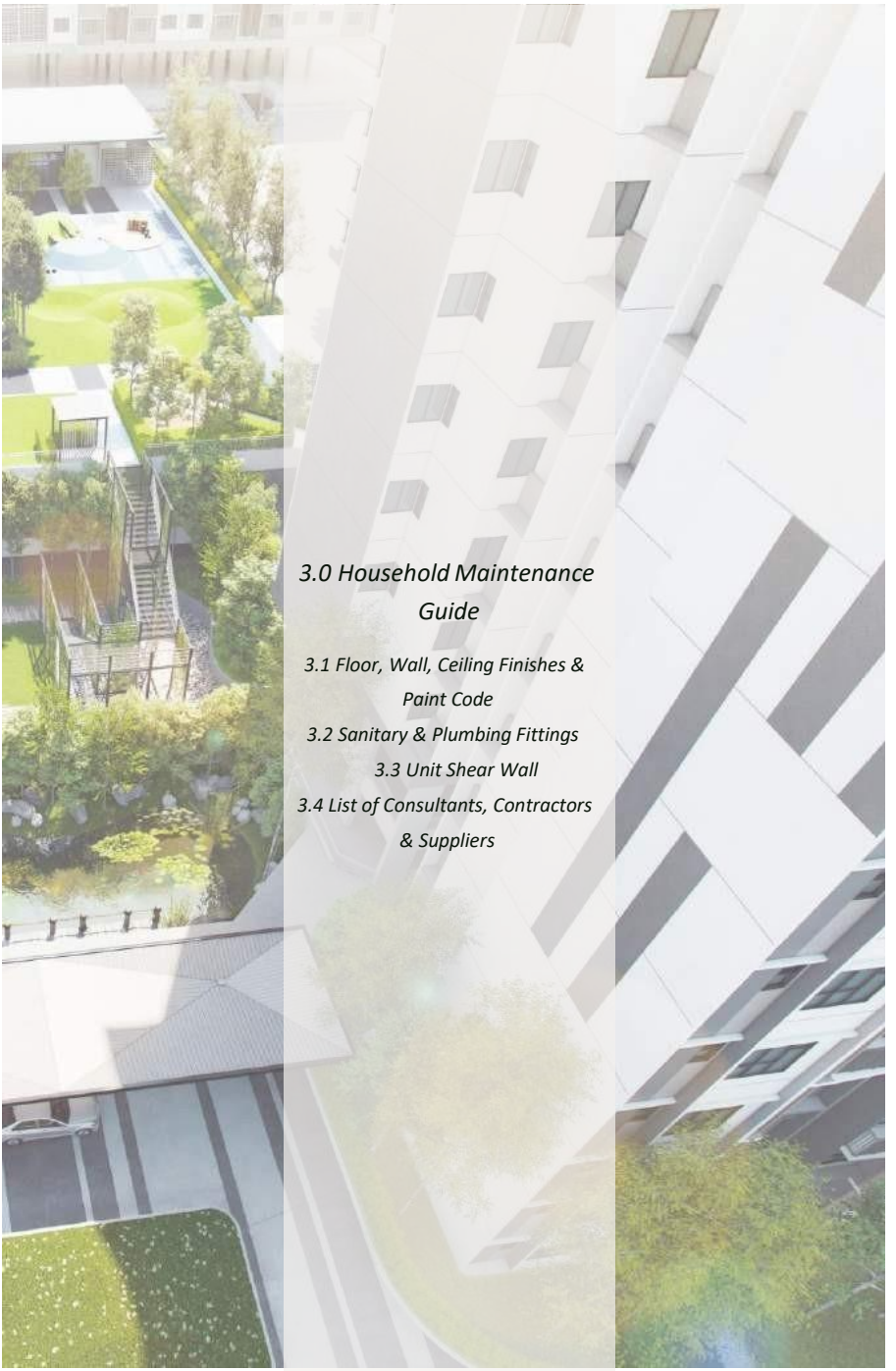
- Termites can cause tremendous damage to all wood and celluloid-based material in your home.
- Termites can gain access to the house or any other type of wood structure through plumbing, electrical or wood beams protruding below the surface of the foundation, or cracks in it.
- Inform the Management Office if there are signs ofthe pest problems.
- Contact a Termite control specialist for the best preventive measures.

2.3.2 PEST CONTROL

- Harmful pests consist not only of white ants, but also rats, cockroaches and files.
- They can spread a variety of diseases
- It is recommended to get local pest control firms to check that your house is free of harmful pests.

2.3.3 CONTROL AGAINST HARMFUL PESTS

- Keep the premises clean.
- Avoid scattering food particles
- Discarded things should be packed before they are thrown away. Always keep dustbins covered.



3.0 Household Maintenance Guide

3.1 Floor, Wall, Ceiling Finishes & Paint Code

3.2 Sanitary & Plumbing Fittings

3.3 Unit Shear Wall

3.4 List of Consultants, Contractors & Suppliers

3.1 FINISHES & SPECIFICATION

3.1.1- Finishes for Block A & B (Type: A, A1, A2, A3, B, B1, B2, B3, B4)

No.	*Area*	*Component*	*Finishes*	
1	Foyer	Wall	Nippon Super Matex (code: Dove 592)	
		Floor	Niro GZE 02 CALM (matt), Size 600mm x 600mm	
		Skirting	Niro GZE 02 CALM (matt), Size 75mm x 600mm	
2	Living	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Niro GZE 02 CALM (matt), Size 600mm x 600mm	
		Skirting	Niro GZE 02 CALM (matt), Size 75mm x 600mm	
3	Kitchen	Wall	Nippon Super Matex (Code : Dove 592)	
		Floor	Niro GZE 02 CALM (matt), Size 600mm x 600mm	
		Backsplash	Niro White Ceramic (Polished), Size 100mm x 300mm	
4	Master Bedroom	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mm Thick Dark Walnut, Code : 2197	
		Skirting	70mm Height "Robina African Wenge" PVC Skirting	
5	Bedroom 2	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mm Thick Dark Walnut, Code : 2197	
		Skirting	70mm Height "Robina African Wenge" PVC Skirting	
6	Bedroom 3	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mm Thick Dark Walnut, Code : 2197	
		Skirting	70mm Height "Robina African Wenge" PVC Skirting	
7	Master Bathroom	Wall	Niro i7 Series, Code : P1 705 Graphite (Structured), Size 300mm x 600mm	
		Floor	Niro i7 Series,Code : P1 703 Dark Brown (Structured), Size 300 x 600mm	
		Wall & Floor (Features)	Niro i7 Series, Code : P1 703 Dark Brown (Structured), with groove line, Size 300mm x 600mm	
8	Bathroom 2	Wall	Niro i7 Series, Code : P1 705 Graphite (Structured), Size 300mm x 600mm	
		Floor	Niro i7 Series,Code : P1 703 Dark Brown (Structured), Size 300 x 600mm	
		Wall & Floor (Features)	Niro i7 Series, Code : P1 703 Dark Brown (Structured), with groove line, Size 300mm x 600mm	
9	Bathroom 3	Wall	Niro i7 Series, Code : P1 705 Graphite (Structured), Size 300mm x 600mm	
		Floor	Niro i7 Series,Code : P1 703 Dark Brown (Structured), Size 300 x 600mm	
		Wall & Floor (Features)	Niro i7 Series, Code : P1 703 Dark Brown (Structured), with groove line, Size 300mm x 600mm	
10	Yard	Wall	Nippon Weatherbond, Dormant Gray, Code : NP N 2043 T	
		Floor	Niro Serenity, Code PSR 02 Grey (Matt), Size 300mm x 300mm	
		Skirting	Niro Serenity, Code PSR 02 Grey (Matt), Size 75mm x 300mm	
11	Balcony	Floor	Niro i7 Series, Code : P1 705 Graphite (Structured), Size 300mm x 600mm	
		Skirting	Niro i7 Series, Code : P1 705 Graphite (Structured), Size 75mm x 600mm	
12	Main Door	Door Leaf	1 Hours Fire Rated Resistance, Single Flush Door (RFD1) with :	
		Lockset	Mortise Lockcase	: EPIC 9701-AP Mortise Lockcase
			Profile Cylinder	: EPIC Profile Cylinder ED-AX 06.01 C/W key
			Door Handle	: EPIC ED-T-104 RE SS Lever Handle
		Painting	Nippon 9000, Lavender Grey, Code : 1307	
13	Internal Door	Door Leaf	HDF Single Leaf Flush Door with :	
		Lockset	DUROE LOCKSET (CODE : DRTL 9100-9900 BR)	
		Painting	Nippon 9000, Lavender Grey, Code : 1307	

3.1.2- Finishes for Block C (Type C & D)

No.	Area	Component	Finishes	
1	Foyer	Wall	Nippon Super Matex (Code : Dove 592)	
		Floor	Kimgress, Code : A40GM20, Size 400mm x 400mm	
		Skirting	Kimgress, Code : A40GM20, Size 75mm x 400mm	
2	Living / Dining	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Kimgress, Code : A40GM20, Size 400mm x 400mm	
		Skirting	Kimgress, Code : A40GM20, Size 75mm x 400mm	
3	Kitchen	Wall	Nippon Super Matex (Code : Dove 592)	
		Floor	Kimgress, Code : A40GM20, Size 400mm x 400mm	
		Backsplash	Feruni Neutral White, Code : NL01N, Size 300mm x 300mm	
4	Master Bedroom	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mmYIKA, Code : 3156	
		Skirting	70mm Height TWS-70 Wenga PVC Skirting	
5	Bedroom 2	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mmYIKA, Code : 3156	
		Skirting	70mm Height TWS-70 Wenga PVC Skirting	
6	Bedroom 3	Wall	Nippon Super Matex (Code : Dove 592)	
		Soffit	Nippon Super Matex (Code : White 9102)	
		Floor	Vinly Floor, 3mmYIKA, Code : 3156	
		Skirting	70mm Height TWS-70 Wenga PVC Skirting	
7	Master Bathroom	Wall	Feruni Stone X, Code : Absolute SX05M, Size 300mm x 600mm	
		Floor	Feruni Contempo, Code : Absolute CD04N, Size 300mm x 600mm	
8	Bathroom 2	Wall	Feruni Stone X, Code : Absolute SX05M, Size 300mm x 600mm	
		Floor	Feruni Contempo, Code : Absolute CD04N, Size 300mm x 600mm	
9	Bathroom 3	Wall	Feruni Stone X, Code : Absolute SX05M, Size 300mm x 600mm	
		Floor	Feruni Contempo, Code : Absolute CD04N, Size 300mm x 600mm	
10	Yard	Wall	Nippon Weatherbond, Dormant Gray, Code : NP N 2043 T	
		Floor	Feruni Neutral, Light Grey, Code : NL03N, Size 300mm x 300mm	
		Skirting	Feruni Neutral, Light Grey, Code : NL03N, Size 300mm x 300mm	
11	Main Door	Door Leaf	1 Hours Fire Rated Resistance, Single Flush Door (RFD1) with :	
		Lockset	Mortise Lockcase	: EPIC 9701-AP Mortise Lockcase
			Profile Cylinder	: EPIC Profile Cylinder ED-AX 06.01 C/W key
			Door Handle	: EPIC ED-T-104 RE SS Lever Handle
12	Internal Door	Door Leaf	HDF Single Leaf Flush Door with :	
		Lockset	DUROE LOCKSET (CODE : DRTL 9100-9900 BR)	
		Painting	Nippon 9000, Lavender Grey, Code : 1307	

3.2 SANITARY WARES

3.2.1 Type A & B:

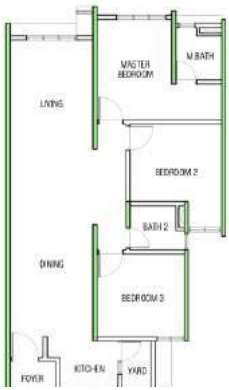
	Area	*Component*	*Code*
Type A	Master Bathroom	Water Closet	Sorento SRTWC, 5541, Washdown WC
		Basin	Sorento SRTWB 7049, Roma Wall Hung Basin
	Bathroom 2	Water Closet	Sorento SRTWC, 8611, Washdown WC
		Basin	Sorento SRTWB 243, Ovale Wall Hung Basin
Type B	Master Bathroom	Water Closet	Sorento SRTWC, 5541, Washdown WC
		Basin	Sorento SRTWB 7049, Roma Wall Hung Basin
	Bathroom 2	Water Closet	Sorento SRTWC, 8611, Washdown WC
		Basin	Sorento SRTWB 243, Ovale Wall Hung Basin
	Bathroom 3	Water Closet	Sorento SRTWC, 8611, Washdown WC
		Basin	Sorento SRTWB 243, Roma Wall Hung Basin

3.2.2 Type C & D:

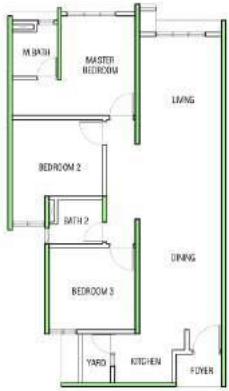
	Area	*Component*	*Code*
Type C & D	Master Bathroom	Water Closet	Sorento Benna Close Coupled Water Closed, SRTW 8605
		Basin	Sorento SRTWB 243, Ovale Wall Hung Basin
	Bathroom 2	Water Closet	Sorento Benna Close Coupled Water Closed, SRTW 8605
		Basin	Sorento SRTWB 243, Ovale Wall Hung Basin

3.3 UNIT SHEAR WALL

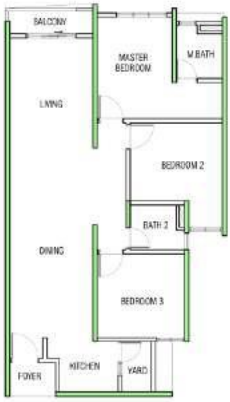
Type A



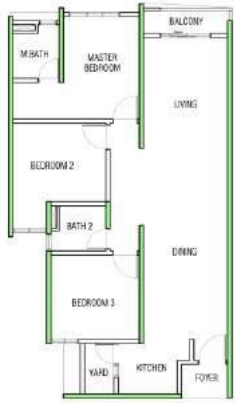
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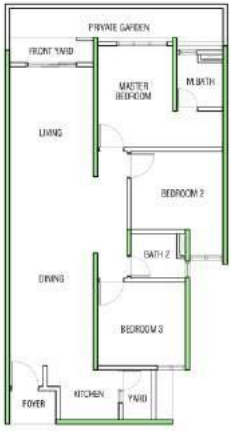
Type A1



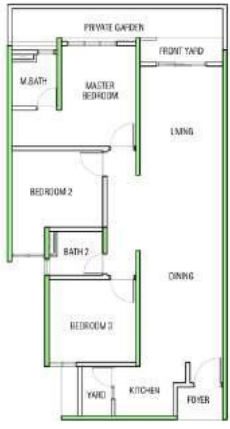
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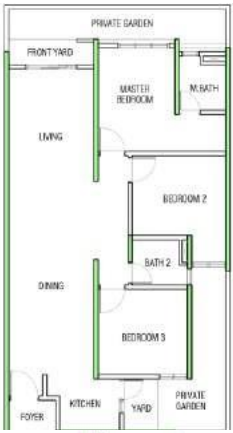
Type A2



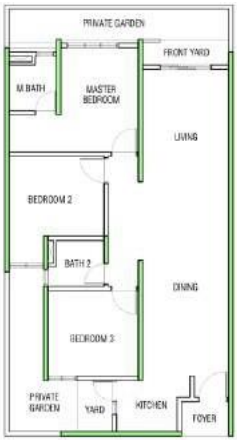
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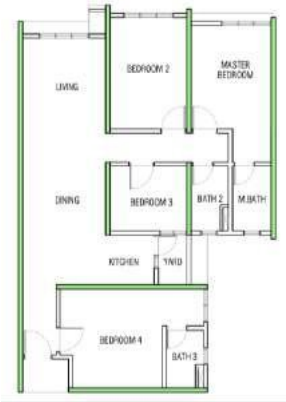
Type A3



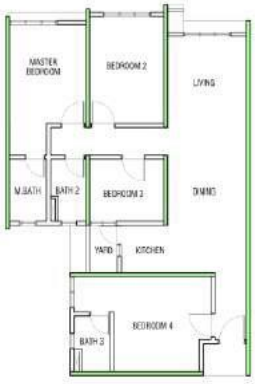
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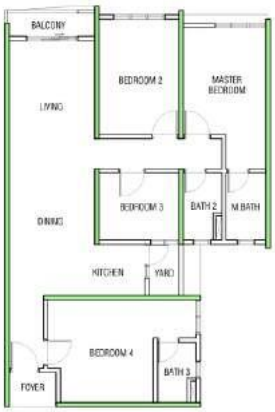
Type B



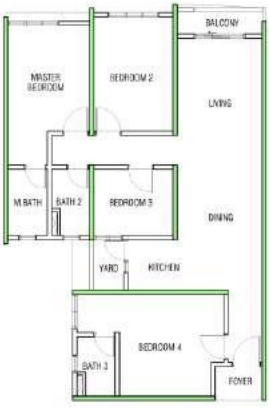
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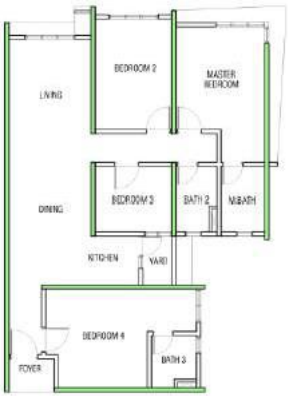
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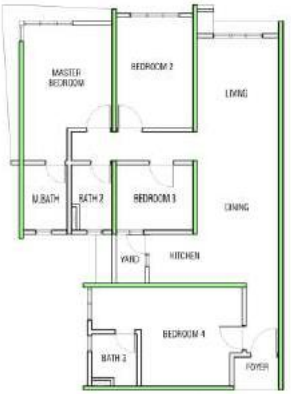
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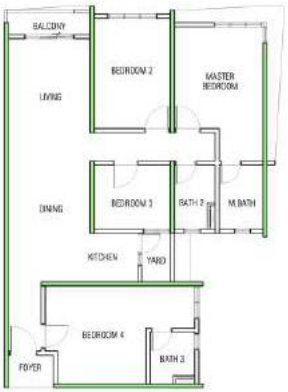
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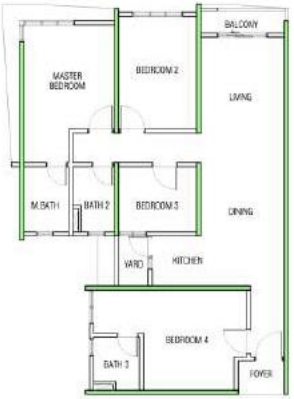
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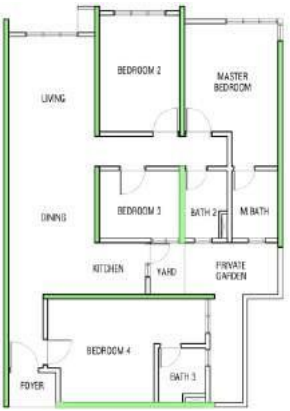
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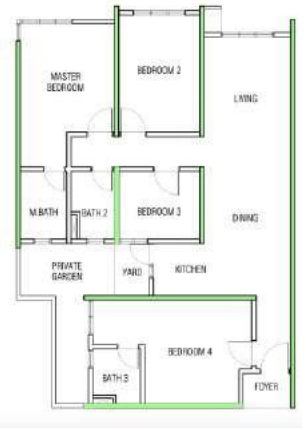
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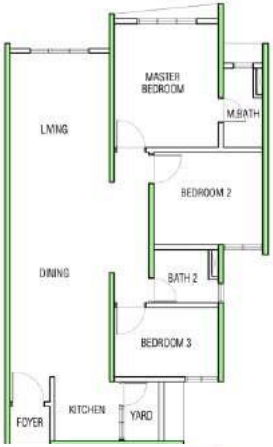
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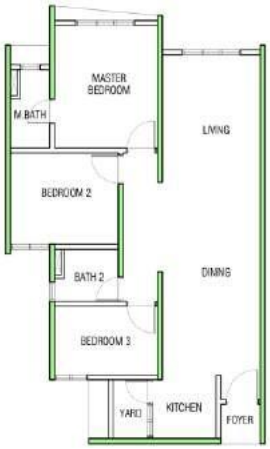
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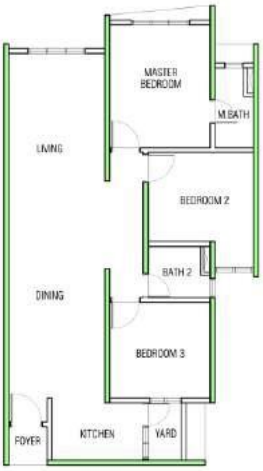
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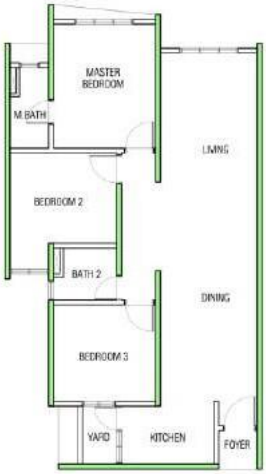
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Type D

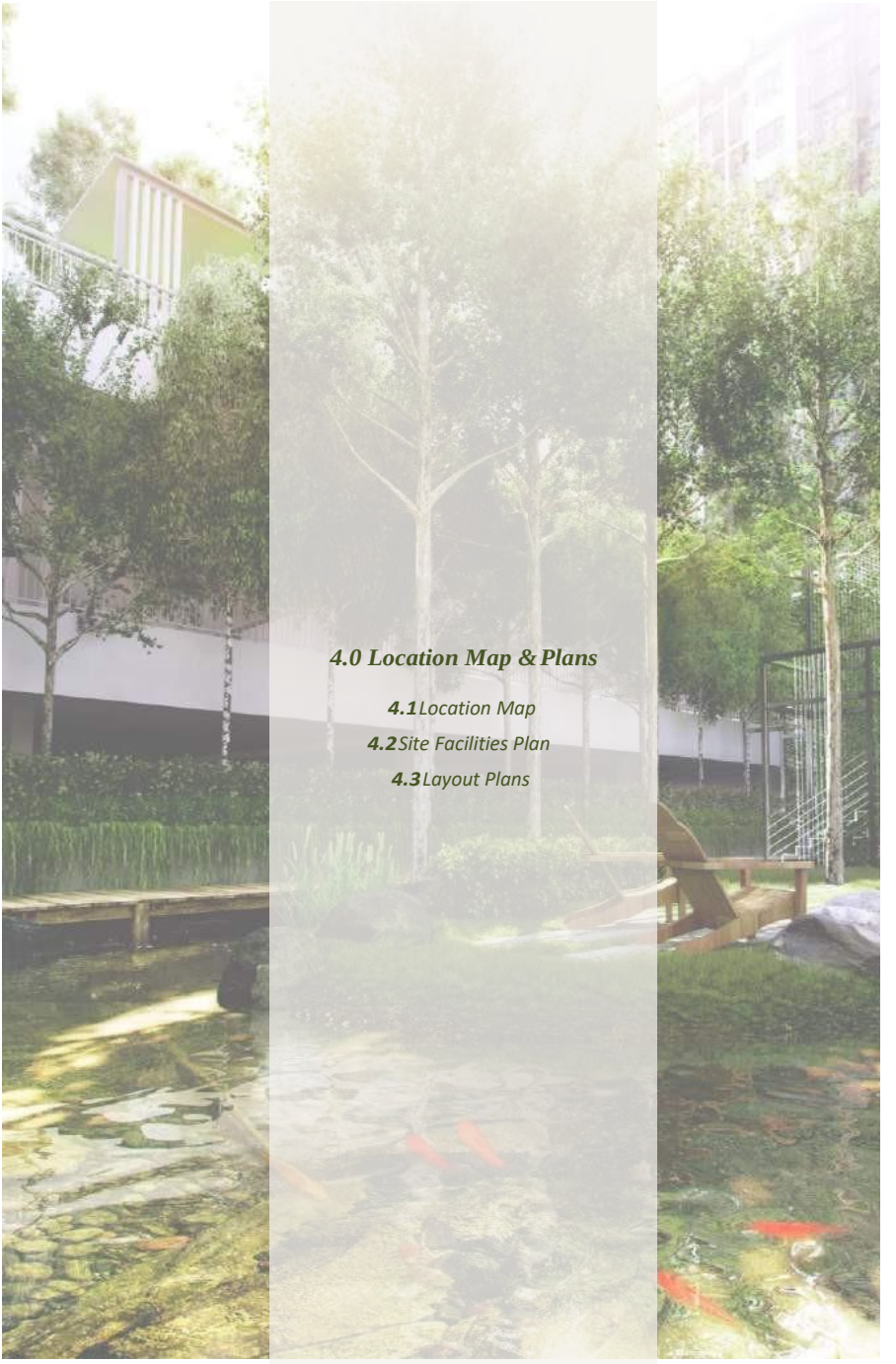


Type D (Mirror)



3.4 LIST OF CONSULTANTS & CONTRACTORS

CONSULTANT	*ADDRESS*	*CONTACT*
Architect	Clement Wong Architecture No 56D & 57D, Jalan Desa Bakti, Taman Desa, 58100 Kuala Lumpur	03-7984 0128 clementwongarch@gmail.com
Civil & Structural Engineer	NY Design Consultancy SO-03-13, Pusat Komersial Tebing Selatan, No. 179, Jalan Klang Lama, 58000 Kuala Lumpur	nyconsult@hotmail.com
M&E Consultant	BSD Associates Sdn Bhd Unit 50-1, Block D, Bangunan Jaya One, No.72A, Jalan Universiti, 46200 Petaling Jaya, Selangor	03-7805 3301 general@bsdasb.com
Quantity Surveyor	CPK Associates 16, Jalan Awan Makmur, OUG Square, 58200, Kuala Lumpur	03-7784 8636 pkchan@cpk.com.my
Landscape Architect	WEIN Designs Sdn Bhd PS2-23A, SOHO Lumi Tropicana, No.2, Persiaran Tropicana, PJU 3, 47410, Petaling Jaya, Selangor	03-7665 9228 weindesigns@gmail.com
Main Contractor	Nestcon Builders Sdn Bhd No.2-10, Jalan Kenari 13B, Bandar Puchong Jaya, 47170 Puchong, Selangor	03-8080 7792 builders.nestcon@gmail.com



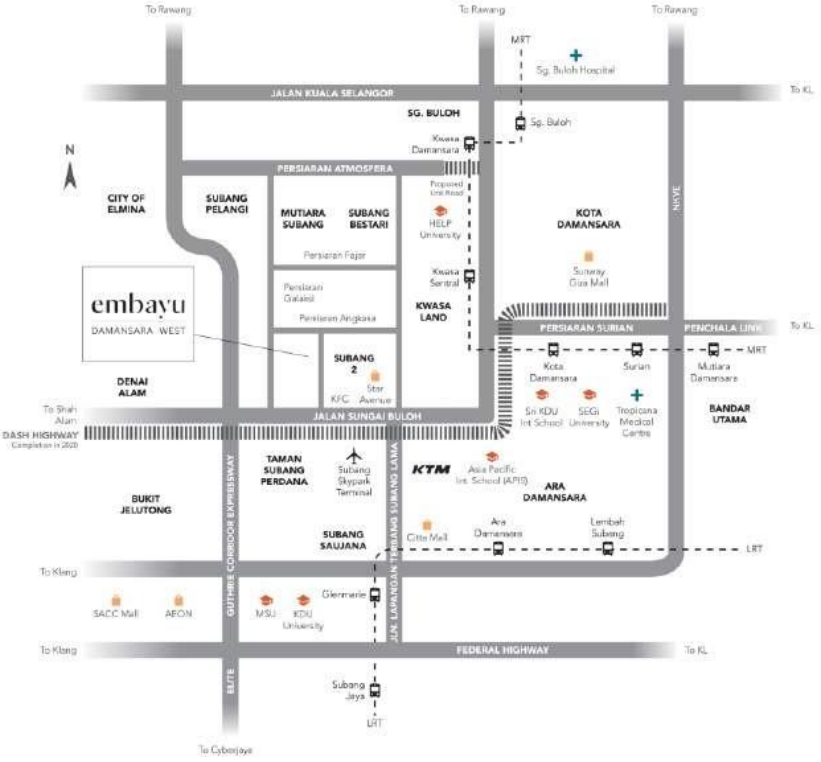
4.0 Location Map & Plans

4.1 *Location Map*

4.2 *Site Facilities Plan*

4.3 *Layout Plans*

4.1 LOCATION MAP



4.2 SITE FACILITIES MAP



1. Guardhouse
2. Lawn Area
3. Drop-off
4. Viewing Deck
5. Scenic Pond
6. Mini Waterfall
7. Tranquil Waterflow
8. Leisure Area
9. Cabana
10. Event Lawn
11. Leisure Deck
12. BBQ Pit
13. Recreational Mound
14. Children Playground
15. Green Boulevard
16. Wading Pool
17. Swimming Pool
18. Pool Deck
19. Multi-purpose Hall
20. Changing Room
21. Gymnasium

4.3 LAYOUT PLANS

4.3.1 Type A, A1, A2, A3

type A1

ROOM: 3 Bedrooms + 2 Bathrooms
BUILT-UP: 1,031 sq.ft.

type A (without balcony)

ROOM: 3 Bedrooms + 2 Bathrooms
BUILT-UP: 1,000 sq.ft.

type A2

ROOM: 3 Bedrooms + 2 Bathrooms + Private Garden
BUILT-UP: 1031 sq.ft.
ACCS. PARCEL: 113 sq.ft.





type A3

ROOM: 3 Bedrooms + 2 Bathrooms + Private Garden
BUILT-UP: 1031 sq.ft.
ACCS. PARCEL: 224 sq.ft.



**Subject to Actual Measurement*

4.3 LAYOUT PLAN

4.3.2 Type B, B1, B2, B3, B4

type B1

ROOM: 4 Bedrooms + 3 Bathrooms
BUILT-UP: 1,173 sq.ft.

type B (without balcony)

ROOM: 4 Bedrooms + 3 Bathrooms
BUILT-UP: 1,141 sq.ft.



type B2

ROOM: 4 Bedrooms + 3 Bathrooms
BUILT-UP: 1182 sq.ft.



type B3

ROOM: 4 Bedrooms + 3 Bathrooms
BUILT-UP: 1213 sq.ft.



type B4

ROOM: 4 Bedrooms + 3 Bathrooms + Private Garden
BUILT-UP: 1182 sq.ft.
ACCS. PARCEL: 123 sq.ft.



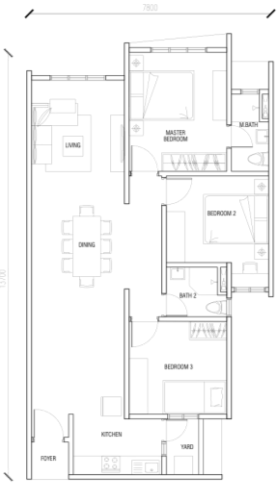
**Subject to Actual Measurement*

4.3 LAYOUT PLAN

4.3.3 Type C & D

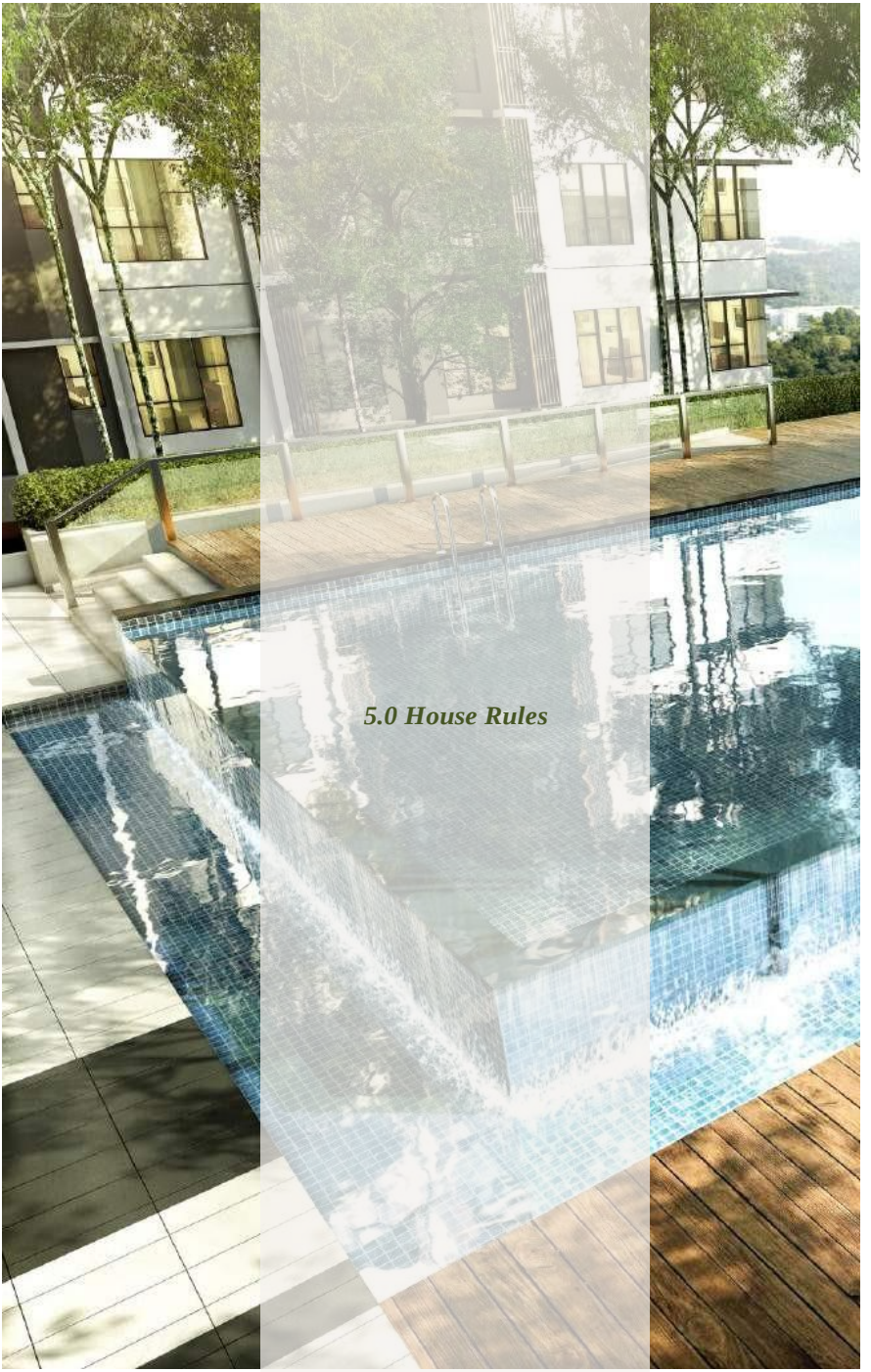


TYPE C
BUILT-UP: 900 sq.ft (83.64m²)



TYPE D
BUILT-UP: 1002 sq.ft (93.06m²)

**Subject to Actual Measurement*



5.0 House Rules

INTRODUCTION

1. The intent of the Embayu House Rules is to promote the harmonious and community lifestyle living therein. The House Rules are not intended to limit reasonable conduct but rather to protect our common interest in the development, to protect all the Occupants/Occupiers from annoyance and nuisance caused by any improper use of the estate. It is important to preserve the reputation and prestige of Embayu Damansara West (the Development), thereby providing maximum enjoyment of the premises and its Common Facilities and to serve as guidelines for a harmonious community.

2. The House Rules are adopted for implementation without discrimination according to race, gender, religion, age, familial status or disability:
   - To foster harmonious interpersonal relationships.
   - To preserve the peace and integrity within the estate.
   - To enhance and improve the value of our proprietary interests in our community for our mutual benefit.

3. All Occupiers/Occupants and their Invitees/Visitors shall be bound by these rules. It is the Management's desire to create awareness among all the Occupiers/Occupants to achieve the common goal of comfortable living in a peaceful environment of Condominium living. The co-operation of all the Occupiers/Occupants in complying with the Rules and Regulations are required.

4. The full authority and responsibility for the enforcement of these rules lie with the Management. These House Rules may be amended by the Management if deemed necessary, in accordance with the Provisions of Act 757 & Act 318.

5. The House Rules do not supersede any legal statutes and to be read in conjunction with the Third Schedule of the Strata Management Regulation 2015 and Strata Management Act 2013. Objectionable behaviour is not acceptable even if it is not specifically covered in the House Rules.

6. Occupiers/Occupants, Tenants and Invitees/Visitors of Embayu Damansara West are advised to read and understand the House Rules and abide by them at all times.

PREAMBLE

1. As long as any lawful tenant or Sub-Tenant of any unit/parcel comprised in the development remains the Occupier/ Occupant hereof, he/she shall be entitled to the use and full possession and quiet enjoyment of the same, subject however to the restrictions as set out herein.

2. Each Occupier/Occupant will, at all times, hereafter observe the terms and conditions set forth herein.

PRELIMINARIES

These house rules shall be binding on Occupiers/Occupants, the successors-in-title and invitees/ Visitors.

DEFINITIONS

In these House Rules, unless the context otherwise requires:

1. "**Appropriate Authorities**" any Governmental authority, any minister, department, commission, agency, board, authority or organization, any non- government regulatory authority and provider of public utility services, whether fully, partly or non-government owned or controlled.

2. "**Building**" means the residential dwelling or building erected or to be erected on the said Land.

3. "**Building Plans**" means such plans, drawings and specifications as approved by the Appropriate Authorities in respect of or in relation to the construction of the Building and such other proposed development of the subdivided Unit/Parcel within the Land, including all such amendments, alterations and modifications as may from time to time to be made or stipulated by the Developer and/or required by the Developer's architect and subsequently approved by the Appropriate Authorities in connection therewith.

4. "**Common Facilities**" any services serving and/or used or enjoyed or capable of being used or enjoyed in common by the Occupiers/Occupants of the properties.

A. Common Facilities

a. Swimming Pool
b. Wading Pool
c. Green Boulevard
d. Gymnasium
e. Changing Rooms
f. Multipurpose Hall
g. Refuse Chamber
h. Guardhouse
i. Management Office
j. BBQ Pit
k. Surau
l. Leisure Deck
m. Scenic Pond
n. Lift

B. Common Services

a. Refuse Collection / Disposal
b. Security Services
c. Landscape Maintenance

5. Maintenance of Common Property
   "Common Property" means:
   i. In relation to a building or land intended for subdivision into parcels, means so much of the development area:
   a. as is not comprised in any parcel or proposed parcel; and
   b. used or capable of being used or enjoyed by Occupiers/Occupants of two or more parcels or proposed parcels.
   ii. The roads, common drains [including without limitation storm/monsoon drain which may be connected to neighbouring Unit(s)/Parcel(s)], pipes, conduits, wires, cables, ducts, plumbing, wiring and lightings, road pavement, pathways, landscape areas, perimeter fence, guard house, compound, sewerage network, water supply network and telecommunication network which are serving and/or used in common by the Occupiers/Occupants;

6. "**Invitee/Visitor**" means a person other than an Occupier/Occupant, who is on the premises at the invitation of an Occupier/Occupant.

7. "**Joint Management Body (JMB)**" means a body established under the Strata Management Act 2013 (Act 757), as it exists on the date hereof.

8. "**Land**" means the parcel of land held under Title no. xxxxx , Lot xxxx ,Seksyen U5 Shah Alam, Selangor upon which the project is developed.

9. "**Limited Common Property**" means such part of the common property in a Unit/ Parcel:
   a. that is designated in a comprehensive resolution referred to in section 17A of the Strata Titles Act 1985 for the exclusive benefit of the proprietors of two (2) or more, but not all, parcels; and
   b. for which a certificate has been issued by the Director of Survey certifying that the subsidiary management corporation has been constituted under the Strata Titles Act 1985.

10. "**Management**" means the Developer or the Joint Management Body or Management Corporation, including the Management Company, its employees and agents employed by the Developer or JMB or the Management Corporation as the case may be, to manage the Common Property and Common Facilities

11. "**Management Corporation (MC)**" means a body established under the Strata Titles Act 1985 and Strata Management Act 2013 as it exists on the date hereof.

12. "**National Land Code**" means the National Land Code 1965 as it exists on the date hereof.

13. "**Occupier/Occupant**" means purchaser(s)/owner(s) named in the Sale and Purchase Agreement with Vendor/Developer and has/have beneficial title on the Unit/Parcel or any person(s) lawfully occupying a Unit/Parcel as permitted by the aforesaid purchaser(s)/ owner(s).

14. "**Renovation**" means in relation to the Building and/or the Unit/Parcel, any physical activity which is aesthetic, decorative or involves only the interior of the Unit/Parcel and/or Building. The foregoing includes but is not limited to:
    i. the fitting-out of the Building and/or the Unit/Parcel;
    ii. the placement or modification of any additional thing, object or structure on in, over or under the Unit/Parcel, including but not limited to, any storage enclosure, pump, water tank, water filter, retaining or other wall, fence, gate, terrace, pergola, gazebo, swimming or other pool, pond, curbing, paving, pit, trench, drain, service line, service cupboard, sign, signboard, landscaping, service connection, paving, excavation or filling of earth, lighting and any other improvement or fitting to the Unit/Parcel, whether temporary or permanent;
    iii. the repair or maintenance of the Building, or of any other structure, improvement, or thing on, in, over or under the Unit/Parcel; and/or
    iv. the repainting of any part or surface of the Building or of any other thing, object or structure on, in or over the Unit/Parcel, which is visible to/or from any of the other Unit/ Parcel or any part of the Common Property.

15. "**Strata Management Act 2013 (Act 757)**" means an Act to provide for the proper maintenance and management of buildings and common property, and for related matters.

16. "**Tenant**" shall refer to the person or legal entity that is for the time being renting a Unit under tenancy/lease agreement and the term shall include any person occupying or authorized to occupy the Unit under tenancy/lease.

17. "**Unit/Parcel**" means one of the individual parcels comprised within the Development, which (except in the case of an accessory parcel) is held under separate strata title and is to be used solely and exclusively for residential purposes only.

18. "**Vendor/Developer**" means Premier BayCity Sdn Bhd.

1. USE OF INDIVIDUAL UNIT/PARCEL

1.1 PERMITTED USE

- To use each Unit/Parcel exclusively for residential purposes only and shall not be used for business of any other purposes (legal or otherwise), which may cause nuisance and injurious to the reputation of Occupiers/Occupants of Embayu.

1.2 NUISANCE AND OCCUPIERS/OCCUPANTS RESTRICTIONS

1.2.1 Not to do anything nor allow to remain in any Unit/Parcel or Common Property, which may be or become or cause nuisance, annoyance, disturbance, inconvenience, injury or damage to the Occupiers/Occupants of the neighbouring units.

1.2.2 Radio, TV, audio visual equipment or other musical instruments shall not be operated at high volume as to interfere with the peaceful enjoyment of the other Occupiers/ Occupants.

1.2.3 The Occupiers/Occupants shall not sound their car horns unnecessarily, which may cause disturbance or annoyance to the other Occupiers/Occupants of the other Units/ Parcels.

1.2.4 Lawful indoor games may be played within any Unit/Parcel, provided no excessive noise be emitted, causing nuisance or disturbance to the neighbours or any other Occupiers/ Occupants of the other Units/Parcels.

1.2.5 Not to use any Unit/Parcel for any dangerous, harmful, noisy or offensive trade, business, manufacture nor for any illegal or immoral act or purpose.

1.2.6 Not to allow or keep in any Unit/Parcel or Common Property any item which may overload or impair the weight bearing load of the floors, walls or roofs thereof or cause an increase in insurance premium or the cancellation, invalidation or non- renewal of existing insurance policies.

1.2.7 Invitees/Visitors and service providers (engaged by Occupiers/Occupants to provide services solely and exclusively for their respective Unit/Parcel), including and not limited to servicemen, repairmen, cleaners, etc. of the Occupiers/Occupants will only be permitted into the Building after the security guards have confirmed with the Occupiers/ Occupants the identity of such Invitees/Visitors and service providers. All Invitees/ Visitors and service providers are required to provide their personal particulars to the security guards for registration into the Register of Visitors before being permitted entry into the Unit/Parcel/Building.

1.2.8 Occupiers/Occupants must notify the Management should their Unit/Parcel be leased/ rented out and to furnish a copy of the lease/tenancy agreement within 30 days of the lease/tenancy being formalized or any changes therefrom, as may be required from time to time.

1.2.9 Once a Unit/Parcel is rented out, the right or entitlement to the use of the Common Property and the Common Facilities are automatically transferred to the said Tenant of the Occupiers/Occupants. The Occupiers/Occupants is no longer entitled to use these facilities during the tenancy period.

1.2.10 No garage sale shall be held in any part of the development unless approved in writing by the Management.

1.3 DUTIES OF OCCUPIERS/ OCCUPANTS

Occupiers/Occupants shall:

(a) Permit the Management and its agents at all reasonable times and on reasonable notice (except in the case of emergency when no notice is required) to enter his/her Unit/Parcel for the purpose of:

i. Inspecting the Unit/Parcel;

ii. Maintaining, repairing or renewing pipes, wires, cable and ducts used or capable of being used in connection with the enjoyment of the Common Property;

iii. Maintaining, repairing or renewing the Common Property; and

iv. Executing any work or doing any act reasonably necessary for enforcement of these House Rules or by-laws.

(b) Forthwith carry out all the work ordered by any competent public or statutory authority in respect of the Unit/Parcel other than such work for the benefit of the Unit/ Parcel generally, and pay all assessments, charges and any outgoings which are payable in respect of the said Unit/Parcel.

(c) Repair and maintain the Unit/Parcel and keep it in a state of good repair and reasonable wear and tear.

(d) The Occupiers/Occupants shall bear the costs and expenses of repair within his/her own Unit/Parcel for the following defects:

i. Leakages to the Unit/Parcel immediately below the Occupiers/Occupants Floor Unit/Parcel;

ii. Any leakage occurs after connecting the water meter to the Units/Parcels;

iii. Damage to ceiling, floor and wall which may affect the integrity of adjacent Unit/ parcel directly in front, back, above, below, left or right of the Unit/Parcel; and

iv. Damage to utilities supply mains connecting to the Unit/Parcel within the wall or floor the usage of which the Occupiers/Occupants enjoys.

1.4 GARDEN/PLANTS/FLOWERS

1.4.1 Where applicable all Occupiers/Occupants shall maintain in a constant state of good trim and upkeep the compound/garden of the Units/Parcels, which shall include any grass, plants, trees and shrubbery planted therein and any ornaments, features or furniture placed thereon.

1.4.2 All potted plants/flowers shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring Units/Parcels or the Common Property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.

1.4.3 All Occupiers/Occupants are to ensure that no plants or any other objects are placed dangerously on or near the perimeter of the Unit/Parcel/Building, which may cause nuisance or harm to their neighbours/persons and whereby it may fall and cause bodily harm to person(s) or damage to property.

1.4.4 No fertiliser or any foul-smelling manure may be used for potted plants. All Occupiers/ Occupants shall ensure that their containers, vases or flower pots will not breed mosquito larvae.

1.4.5 All Occupiers/Occupants shall not use any part of the Common Property for the purpose of their own garden, except with the prior written approval of the Management.

1.4.6 The lawns, garden, tree, shrub, plants and flowers in the Common Property are for the enjoyment of the Occupiers/Occupants and enhancement of the aesthetic value of the Building and no person may remove any plant or vegetation from the Common Property.

1.4.7 The Occupiers/Occupants shall not damage any lawn, garden, tree, shrub, plant or flower in the Common Property.

1.5 INCIDENTS

- Incident including an accident occurring within the Unit/Parcel or within the compound of the Unit/Parcel shall be reported to the Management within a reasonable time frame depending on 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.

1.6 BUILDING BY-LAWS

1.6.1 Not to commit any breach of any planning control and to comply with the provisions and requirements of the Building By-Laws that affect each Unit/Parcel whether to the permitted user or otherwise and to indemnify and keep the Management indemnified against all liability whatsoever including costs and expenses in respect of any contravention.

1.6.2 Not to carry out or make any alteration of or addition to the said Unit/Parcel.

1.7 GENERAL PROHIBITIONS FOR THE OCCUPIERS/OCCUPANTS

1.7.1 To effect repairs only to the internal walls of the said Unit/Parcel and only after the Management's consent has been obtained.

1.7.2 Not to bring, keep, store, stack or lay out upon the Common Property any materials, equipment, bins, crates, cartons, boxes or any receptacle for waste of any other item which is or might become untidy, unclean, unsightly or in any way detrimental to the Common Property.

1.7.3 Not to deposit or permit to be deposited any waste, rubbish or refuse in the Common Property.

1.7.4 Not to keep or store in the Common Property any vehicle, caravan or movable dwelling.

1.7.5 Not to cause any land roads or pavements abutting the Building to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit refuse or other materials.

1.7.6 Not to display any religious altars, paraphernalia or carry out religious prayers, rites by burning incense prayer papers etc. in any part of the Common Property.

1.8 ALTERATIONS

1.8.1 Unless prior written approval by the Appropriate Authority and consent of the Management has been obtained (which consent shall not be unreasonably withheld), Unit/Parcel owners are not to:

i. Make any addition or alterations to any Unit/Parcel including, without limitation, any awnings, shades, screens, window tinting and grilles whatsoever.
ii. Unite any Unit/Parcel with any adjoining Unit/Parcel.
iii. Make any alteration to any Unit/Parcel save as permitted by the following provisions of this clause.
iv. Make internal and structural alterations including extension to any Unit/Parcel.
v. Repaint the exterior wall of the Unit/Parcel or the Building.

1.9 AERIALS, SIGNS AND ADVERTISEMENTS

- Not to affix to or exhibit on the outside of a Unit/Parcel or to, or through, any window of the Building nor display anywhere outside a Unit/Parcel or on the Building any TV antennas, Satellite Dish, placard sign, notice, fascia board or advertisement. Not to erect signboard, placards for rentals and/or sale of Embayu Damansara.

1.10 STATUTORY OBLIGATIONS

1.10.1 At the Occupier/Occupant's own expense to execute all works and provide and maintain all arrangement upon or in respect of the said Unit/Parcel or the use to which the said Unit/Parcel is being put that are required by any statute being in force or by any government department, local authority, other public or competent authority or court of competent jurisdiction.

1.10.2 Not to do in or near a Unit/Parcel or the Common Property any act or thing by reason of which the Management may under any statute or law incur, be imposed or become liable to pay any penalty, damages, compensation costs, charges or expenses.

1.10.3 Not to do in or near a Unit/Parcel or the Common Property any act or thing by reason of which the Management may under any statute or law incur, be imposed or become liable to pay any penalty, damages, compensation costs, charges or expenses.

1.11 REFUSE DISPOSAL

1.11.1 All the Occupiers/Occupants shall ensure that all the refuse or rubbish shall be wrapped up properly in non-porous bags and placed properly in the refuse bins or at any designated facility provided by the Management.

1.11.2 All wet refuse should be thoroughly drained of any liquid and proper care shall be taken to prevent dripping onto floor in any part of the common property. Any spillage from his/her refuse shall be promptly removed or cleaned up by the Occupiers/ Occupants. Occupiers/Occupants are strictly prohibited from dispose his/her refuse into any sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system.

1.11.3 Heavy or bulky objects must not be places inside the refuse bins/rooms or any other area. Occupiers/ Occupants should make their own arrangements for disposal with movers.

1.11.4 Not to place or dispose of combustible substances such as paint and petroleum products or corrosive liquids in the refuse bins/rooms or any other areas at the Common Property. Cigarette butts shall not be thrown into the refuse bins because a smothering cigarette butt can cause fire to

dry refuse therein.

1.11.5 The Occupiers/Occupants not to throw or sweep or empty any rubbish (cigarette buds, used tissue, food, sanitary towel and etc.) out of the windows, balconies and yards of the parcel unit into any part of the common area.

1.11.6 In disposing of refuse, the Occupiers/Occupants shall ensure that the refuse is securely wrapped and that any recyclable materials or waste are separated and prepared in accordance with the applicable recycling guidelines.

1.11.7 All the Occupiers/Occupants shall ensure that the doors of the refuse room are closed properly after use, to prevent the intrusion of insects or animals which may disturb and scatter the rubbish.

1.11.8 The Management reserves the right to charge the Occupier/Occupant for workers engaged to remove refuse or remedy any nuisance damage caused by any non- compliance of this section.

1.12 MOVING OF HEAVY ITEMS

- To serve notice three (3) days in advance to the management prior to moving in-out or moving of any heavy items or any moving involving professional movers and the Occupier/Occupants undertakes to ensure that the common property is not damaged in the course of such moving and shall at his/her own cost and expense to repair and make good any damage, which may be caused in the process of moving. In the Event the repair cost exceeds the amount of the deposit, the Occupiers/ Occupants concerned shall be required to pay the excess amount within now (1) week or shall be charged to the Maintenance account. A Refundable deposit may be levied at the discretion of the management.

1.13 DAMAGE TO COMMON PROPERTY

To be responsible for and to keep the Management fully indemnified against all damages, losses, costs, expenses, actions demand, proceeding claims and liabilities made against or suffered or incurred by the Management arising directly or indirectly out of:

1.13.1 Any act, omission or negligence by the occupier/occupants or any person expressly or implied authorized by the occupier/occupants.

1.13.2 Any breach or non-observance by the occupiers/occupants of the rules, conditions or other provisions of the House rules.

1.14 FUNERAL AND BEREAVEMENT ARRANGEMENT

- Occupiers/Occupants shall not hold any funeral services and bereavement arrangements in their respective Unit/Parcel or any part of the Common Property. In the event of the death within the Unit/Parcel, Occupiers/Occupants are required to notify the Management and to make the necessary arrangements to facilitate the removal of the deceased as soon as possible.

1.15 LETTER BOX

- Please note that in the interest of security, the Management does not retain a master key or any extra set of keys to the letter boxes. As such, Occupiers/Occupants are advised to make spare key and keep them in a safe and secure place.

1.16 PARTIES & FUNCTIONS

1.16.1 Private parties and/or functions are limited to the designated Common Property or within the Unit/Parcel unless otherwise approved by the Management.

1.16.2 The Management must be informed in writing with details about the date, time and number of guest at least three (3) working days in advance of any private party and/ or function to be held by the Occupiers/Occupants at the designated Common Property.

1.16.3 Reservation of designated function areas shall be carried out in the form and manner, which the Management deem fit and proper from time to time.

1.16.4 Cooking is not allowed at the Common Property area. The Occupier/ Occupants may appoint their own cater to provide food and drinks for the function.

1.16.5 The Occupiers/Occupants must ensure that the designated function areas are left in a clean and satisfactory condition after use.

1.16.6 All tables, chairs, equipment, canopies or decorations brought into the designated function areas are to be removed on the same day or at the end of the function.

2. VEHICLE BAYS

2.1 ALLOCATION OF VEHICLE BAYS

- Vehicle bays will be allocated to each Unit/Parcel as stated in the Sale and Purchase Agreement.

2.2 MANAGEMENT'S RIGHT TO REALLOCATE COMMON VEHIVLE BAYS

- The Management reserves the right to redesign, revise and reallocate the layout of the common vehicle bays and to stipulate from time to time any other terms and conditions relating to the use of the car park bays or such other terms and conditions that may be imposed by the relevant authorities.

2.3 VEHICLE ACCESS CARD

2.3.1 The vehicle access cards will be issued to all Occupiers/Occupants for each vehicle bay. The cards are strictly non-transferable.

2.3.2 Each Occupier/Occupant must use the vehicle access card when entering and exiting Embayu.

2.3.3 The loss of any vehicle/proximity card must be reported immediately to the Management in writing. Replacement of card will be issued after payment of the replacement cost has been made.

2.3.4 The Management may impose a fine not exceeding two hundred ringgits against any Owner/Tenants who has duplicated or cloned the access card and to deactivate all the cloned access cards including the access cards issued to the owner.

2.4 INTERNAL/FACILITIES ACCESS CARD (MAGNETIC/PROXIMITY CARD)

2.4.1 The magnetic/proximity access cards will be issued to all Occupiers/Occupants for each Unit/Parcel. The cards are strictly non-transferable.

2.4.2 The loss of any vehicle/proximity card must be reported immediately to the Management in writing. Replacement of card will be issued after payment of the replacement cost has been made.

2.4.3 Each Occupier/Occupant must use the magnetic/proximity card when using the lift and other areas that are accessible only with the magnetic/proximity card.

2.5 PARKING AND HEIGHT RESTRICTION

2.5.1 Occupier/Occupant is only allowed to park his/her vehicle in the vehicle bays for respective unit or such approved vehicle bays by the Management.

2.5.2 The maximum vehicle height allowed in the vehicle bays is **2.1 meters (6.9 feet)**. Vehicles higher than the maximum height are not permitted.

2.5.3 Motorcycles and other similar vehicles shall be parked at the designated parking bays.

2.5.4 The vehicle bays are strictly to be used for the parking of non-commercial vehicles.

2.6 VEHICLE OBSTRUCTION/TOWING/CLAMPING/PENALTY

2.6.1 The Occupier/Occupant who finds his/her designated vehicle bay wrongfully occupied/obstructed by another vehicle shall report to the Management so that appropriate action may be taken against the offender.

2.6.2 The Occupier/Occupant hereby agrees that the Management shall be entitled to tow away or clamp (at the vehicle owners ' costs) any vehicle parked outside the proper designated vehicle bay or at the vehicle bay of any other Occupier/Occupant with or without notice. The wheel clamp shall only be removed after payment of a penalty has been made.

2.6.3 The rate charged by the towing truck company and the defaulter shall be subject to a holding charge to the Management.

2.6.4 The Occupier/Occupant hereby declares and agrees that the Management shall not be responsible or liable in any way whatsoever for any damage or loss suffered by the Occupier/Occupant howsoever arising as a result of enforcing the above in any way relating to his/her use of a vehicle bay, or in breach of the vehicle bay rules stated in these House Rules.

2.7 PARKING SYSTEM

To accept and submit to the decision and authority of the Management in all matters concerning:

2.7.1 The flow of traffic within the parking areas and the exit and ingress points.

2.7.2 The manner in which vehicles are to be parked.

2.7.3 The allocation of the common vehicle bays.

2.8 VISITORS 'CAR PARK

2.8.1 All Invitees/Visitors must register their vehicles at the guard house before entering the premises.

2.8.2 Invitees/Visitors shall park their vehicles only at the designated visitors 'car park bays.

2.8.3 Occupiers/Occupants shall ensure that their Invitees/Visitors do not park at any of the Occupiers/Occupants 'car park bays. Otherwise, the Management reserves the right to enforce towing/clamping/penalty.

2.8.4 Visitors 'car park is strictly only for the Invitees/Visitors and any Occupiers/Occupants are not allowed to use the visitors 'car park.

2.8.5 Visitors 'car park is on first come first served basis.

2.8.6 The Management may impose parking charges and/or a length of time for usage of visitor car parking bays at the Management's sole and absolute discretion.

2.8.7 The Management may rent out the visitor parking bays to owner who requires additional parking bays in the development area.

2.9 CAR REPAIRS AND CLEANLINESS

2.9.1 To keep the vehicle bays free of rubbish and litter.

2.9.2 No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose; "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, and use of chain blocks or other medium or heavy-duty weight lifting equipment.

2.9.3 Occupiers/Occupants are not allowed to carry out any washing of vehicles anywhere in the Embayu compound.

2.9.4 Any person using the carpark shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The Management may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.

2.10 INTERFERENCE OF MANAGEMENT DUTIES

- There shall be no interference with the Management's discharge of duties nor shall instructions be issued to the Management by any Occupiers/Occupants but Occupiers/Occupants may lodge any legitimate complaint with the Management.

2.11 DAMAGE OR LOSS IN USAGE OF CAR PARK BAYS

- The Occupier/Occupant hereby declares and agrees that the Management shall not be responsible or liable (the Management hereby expressly excludes all such liabilities) in any way whatsoever for any damage or loss suffered by the Occupier/ Occupant, his/her servants, agents and/or licensees however arising as a result of or in any way relating to his/ her use of a car park bay.

2.12 OTHERS

2.12.1 Driving within the development area shall be done with caution and courtesy. Adhering to a safe speed limit of 15km/hour and giving priority to pedestrians at all times.

2.12.2 Use of car horn within the development area is forbidden except in an emergency situation.

2.12.3 Car alarms, if in use, shall be maintained in good working condition. The Management entitled to stop such use, should it be of annoyance to other Occupiers/Occupants caused by frequent false alarms.

2.12.4 Not to erect on any of the car park or any part thereof any form of shelter or structure. The Occupiers/Occupants shall not fix any grille or place any form of obstruction whatsoever on the entrance, exit or driveway to or in their respective allocated parking or in the empty area not designated for the parking of any cars. The Management reserves the rights to remove such grille or any form of obstruction at the cost and expense of the said Occupier/Occupant.

2.12.5 The Occupiers/Occupants shall not make any alterations whatsoever to the designated car park bays.

3. RECREATIONAL FACILITIES

3.1 USE OF RECREATIONAL FACILITIES

3.1.1 To use the recreational facilities in accordance with the provisions contained in this section and in accordance with the Rules and Regulations governing the particular facilities as set out in the Annexure hereto.

3.1.2 Recreational facilities mean changing rooms, gymnasium, swimming pool/wading pool, and open landscape area.

3.1.3 Occupiers/Occupants shall use the facilities only for the purposes for which it is reasonably suited and which are incidental to the use and occupancy of the Unit/ Parcel and in this regard shall observe all directions for the use thereof as issued from time to time by the Management.

3.2 INVITED VISITORS

3.2.1 Occupiers/Occupants shall ensure due compliance with the House Rules and Regulations in respect of invited visitors using the recreational facilities

3.2.2 Employees of Occupier/Occupant are not entitled to bring in Invitees/Visitors. Invitees/ Visitors may only use the facilities when accompanied at all times by the host Occupier/ Occupant, who shall ensure that his/her Invitees/Visitors strictly comply with the House Rules.

3.3 IDENTIFICATION

3.3.1 The Management may require any person on the Common Property to identify himself/ herself for security purposes.

3.3.2 The Management may require any person who refuses to comply with identify himself/herself and who is not a proprietor to leave the Common Property or the development area immediately.

3.4 RESTRICTION IN THE RECREATIONAL AREA

- Not to use any radios, tape recorders, television sets and other electronic or mechanical sound reproduction items which may cause any nuisance in the recreational areas except with permission from the Management.

3.5 FINES AND PENALTIES

- The Management shall be entitled to levy a fine in respect of any breach of these House Rules committed by the Invitees/Visitors. In the event that the Invitees/Visitors fail or refuses to remit the fine to the Management, the Management reserves the right to demand for such payment from the Occupier/Occupant. All fines collected under this schedule shall be debt due to the Management and upon payment shall be deposited into the maintenance account.

4. KEEPING OF ANIMALS

4.1 As per Strata Management (Maintenance and Management) Regulations 2015, an Occupier/ Occupant shall not keep any particular animal in his/her Unit/Parcel that may cause annoyance or nuisance to other Occupiers/Occupants. Invitees/Visitors shall not be permitted to bring pets into the Development. Pets are not allowed in the Common Property.

4.2 All Occupiers/Occupants who are in breach of these House Rules shall within three (3) days upon the receipt of a written notice from the Management to remove the particular animal from the Building. If he/she fails to do so, the Management may take whatever action deemed necessary to remove the particular animal.

4.3 All costs incurred shall be charged to and imposed on the Occupier/Occupant, and the Management shall not be liable for any damage caused to the Unit/Parcel in the process of removing such animal.

5. INVITEES/VISITORS

5.1 INVITEES/VISITORS 'IDENTIFICATION

- The Occupier/Occupant agrees that the security guards shall be entitled to request for identification of Invitee/Visitor not accompanied by the Occupier/Occupant before permitting such Invitee/Visitor entry into Embayu.

5.2 ENTRY OF INVITEES/VISITORS

- The Occupier/Occupant may request the security guard on duty to allow named Invitee/ Visitor to enter Embayu each time such Invitee/Visitor is expected.

5.3 CONDUCT OF THE INVITEES/VISITORS

- The Occupier/Occupant is to ensure that his/her Invitee/Visitor does not cause annoyance or be a nuisance to other Occupiers/Occupants and that his/her Invitee/ Visitor complies with the House Rules and the Rules and Regulations governing the use of recreational facilities.

5.4 BREACH OF THE HOUSE RULES

- The Management reserves the right to request any Invitee/Visitor in breach of any of these House Rules and the Regulations governing the use of recreational facilities to leave Embayu.

5.5 SAFETY OF INVITEES/VISITORS

- The Occupiers/Occupants are responsible for the safety of his/her Invitee/Visitor and the Management disclaims any liability for any accidents and/or other eventualities suffered by the Invitee/Visitor.

6. ELEVATORS

6.1 No person shall be allowed to wear a dripping-wet bathing suit, or consume any food or drink in the elevator. No motorized vehicle shall be allowed in any elevator.

6.2 Smoking in the elevators is strictly prohibited.

6.3 No person shall be allowed to tamper with any of the elevator controls in such manner so as to prevent the proper functioning of the elevator.

6.4 In the event of a power failure or fire or any other emergency, the Occupiers/ Occupants shall not use the elevators but instead shall use the stairways to evacuate from the Building.

6.5 No personal items or refuse of any kind shall be left in the elevator. The security guards shall be informed of any belonging found unattended in the elevator.

6.6 Any Occupier/Occupant wishes to shift any heavy or bulky items in the designated elevator shall give prior notice to the Management, at least three (3) days in advance, so that proper arrangement can be made to avoid causing any inconvenience to the other Occupiers/ Occupants.

7. SHORT-TERM RENTAL ACTIVITIES (AIRBNB)

The short-term rental accommodation ("STRA") at Embayu Condominium shall be **PERMITTED** subjects to full compliance by the parcel owner / proprietor of the terms and conditions as follows:

7.1 the Owner, who uses or intended to use his/her parcel for STRA at Embayu Condominium shall first register his/her parcel with the management office;

7.2 it is the sole obligation and duty of the Owner to check with the relevant authority if a valid permit or license is required for operating STRA in his/her parcel. In the event that such valid permit is required, he/she has to submit a copy of the same to the management office for record purpose;

7.3 the maximum permitted occupancy in a parcel shall be limited to maximum occupancy as designated by the Management in accordance with the unit type and size;

7.4 the Owner is required to comply with all the rules and regulations set by the Management;

7.5 the Owner shall ensure that all his/her guests understand and adhere to the additional by- laws or Embayu Condominium at all times during their stay at Embayu Condominium;

7.6 the Owner shall be held solely responsible for all costs, liabilities, claims, damages, penalties, fines, legal suits, repairs and replacements arising from the actions of his/her guests during their stay at Embayu Condominium;

7.7 the Owner shall always indemnify or keep the Management indemnified or harmless against whatsoever actions, legal costs, summonses, claims, payments, demands, liabilities, proceeding damages, losses, costs, charges and expenses of whatsoever nature arising due to the STRA activities of the Owner Embayu Condominium;

7.8 in the event of a breach of the additional by laws- on STRA, the Management will impose a fine of RM200.00 per offence against the Owner and shall be deemed notified of such charges if an official letter / email has been sent to the address maintained in Management Office register;

7.9 the Guests are expected to respect quiet hours between 10pm to 8am to minimize disturbances to fellow residents. No nuisance to other residents;

7.10 the Guests should use common areas, such as the lobby, elevators, and recreational spaces, with consideration for other residents. No smoking, play music, using speaker phones, littering, or spitting within these spaces. No photography or videography if any other resident is within view, no professional photography at any time. No unattended personal belongings at common areas;

7.11 the Guests should not share keys or key cards with unauthorized individuals. They are responsible for the security of their access methods. Keep all security doors (Car Parks, Lobby) Closed;

7.12 the Guests must dispose of their trash and recyclables in designated areas and not leave them in common areas;

7.13 the Guests are not allowed to bring their pets to STRA Embayu Condominium;

7.14 the Guests can use the pool and gym facilities according to the established schedules and guidelines. Please refer below for details:

7.14.1 Wet attire is not allowed in lift lobby area or in the elevator;

7.14.2 All users must wear proper swimming attire and shower before entering the pool;

7.14.3 Children should be accompanied by an adult when using the pool;

7.14.4 Each pool has a different primary purpose. In the spa pool priority is given to wading and sitting, in the kids 'pool to kids, and in the lap pool to swimming laps;

7.14.5 No person shall perform unhygienic or indecent acts;

7.14.6 Poolside party, eating and drinking are strictly not allowed around the pool area;

7.14.7 Smoking is strictly prohibited within the building inclusive of all common facilities;

7.14.8 Games of any kind or horseplay, ball sports, Frisbee-playing, roller skating in or around the pools are prohibited. Diving or running around pools is also prohibited. Nobody shall sit or walk on the outer perimeter wall of the lap pool;

7.14.9 Please do not remove pool chairs / tables from their designated position;

7.14.10 No luggage storage or waiting at the pool area;

7.15 the Guests should follow the community's parking rules and park only in designated areas.

8. ADDITIONAL EASEMENTS

The following easements are hereby created in addition to any easements created under the National Land Code and the Strata Titles Act:

8.1 UTILITY SERVICES DRAINAGE

8.1.1 Easements reserved under, through and over the Unit/Parcel may be required for utility services and drainage in serving the Building provided however such easements running through a Unit/Parcel shall be according to the plans and specifications for the Unit/Parcel as such Unit/Parcel is constructed or re constructed, unless approved in writing by the Management.

8.1.2 The Occupier/Occupant shall not do anything within or outside his/her Unit/Parcel that Interferes with or impairs the utility services using these easements. The Management or its servants or agents shall have a right of access to each Unit/Parcel to inspect the same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facility running through the Unit/Parcel and to remove any improvements interfering with or impairing the utility services or easements herein reserved, provided the exercise of such right of access shall not interfere with the Occupier/Occupant's reasonable peaceful use and enjoyment of the Unit/Parcel, and except in the event of an emergency, entry shall be made not less than one (1) day notice.

8.1.3 The Occupier/Occupant must ensure not to dispose combustible substances such as paint and petroleum products or corrosive liquids into sewerage pipe (as this may cause wear and tear on the joints, elbows and corners of the pipes).

8.2 ENCROACHMENTS

8.2.1 If any portion of the Common Property encroaches upon any Unit/ Parcel; or

8.2.2 If any Unit/Parcel encroaches upon any other Units/Parcels or upon any portion of the Common Property; or

8.2.3 If any encroachment shall hereinafter occur as a result of:

i. construction of the improvements;

ii. settling or shifting of the improvements;

iii. any alterations or repair to the Common Property made by or with the consent of the Management;

iv. any repair or restoration of the improvements (or any portion thereof) of any Unit/ Parcel after damage by fire or other casualty of all or any portion of any Unit/ Parcel or the Common Property; Then, in any such event a valid easement shall exists for such encroachment and for the maintenance of the same so long as the improvements shall stand.

8.3 CONSTRUCTION AND MAINTENANCE

- The Management including its servants, contractors and agents, successors and assignees shall have the right at its sole discretion from time to time to enter the Common Property for the purpose of carrying out repair, replacement and maintenance, provided the same shall not prevent or unreasonably interfere with the use or enjoyment by the Occupiers/ Occupants of the Common Property unless necessary.

8.4 ADDITIONAL EASEMENTS

- The Management shall have the right to grant such additional electric, gas, water, sewer, drainage, cable television or other utility easements in any part of the Common Property and to grant access easements or relocate any existing access easements in any portion of the Common Property as the Management shall deem necessary or desirable for the proper operation and maintenance of improvements or any portion thereof, or for the general health and welfare of the Occupiers/ Occupants or for the purpose of carrying out any provisions of these House Rules, provided that a user of such easements shall not prevent or unreasonably interfere with the use of the Unit/Parcel for dwelling purposes.

9. FINES, PENALTIES AND OTHER REMEDIAL ACTIONS

9.1 Without prejudice to other rights available in other clauses of this document, the Management shall be entitled to levy fines and deactivation of access cards in respect of any breach of the House Rules committed by any person and to execute any remedial actions as it deems fit.

9.2 The Management reserves the right to engage such assistance of the Local Authority/ Police Personnel for enforcement whenever required in the event of a breach of House Rules by Occupiers/Occupants.

10. JOINT MANAGEMENT BODY/MANAGEMENT CORPORATION

OPERATIONS OF THE MANAGEMENT, POWERS AND DUTIES

10.1 The Management shall be responsible for the maintenance and repair of the Common Property. The powers and duties of the Management shall include those set forth in the By- Laws and Regulations of the Management respectively, adopted by the Occupiers/ Occupants and as amended from time to time. In addition, the Management shall have all the powers and duties set forth in the Strata Management Act 2013 as well as all the powers and duties granted to or imposed upon by this instrument, including without limitation:

i. The irrevocable right to have access to each Unit/Parcel from time to time during reasonable hours with 24 hours prior written notice as may be necessary in order to maintain, repair or replace any Common Property or make any emergency repairs which are necessary to prevent damage to the Common Property or to any other parcel or to determine compliance with the terms and provisions of the House Rules as may be amended from time to time.

ii. The rights to make and collect the Charges and other charges against the Occupiers/ Occupants and to lease, maintain, repair and replace the Common Property.

iii. The duty to maintain accounting records according to good accounting practices.

iv. The power to enter into contracts with others, for a valuable consideration for maintenance and management of the Common Property and in connection therewith to delegate the powers and rights herein contained, including without limitation, the making and collecting of the Charges and other charges against Occupiers/Occupants and exercising liens for non-payment thereof.

v. The power to adopt and amend the House Rules covering the maintenance, management and control of the Common Property as and when it deems fit.

10.2 LIMITATION UPON LIABILITY OF MANAGEMENT

- Notwithstanding the duty of the Management to maintain and manage the Common Property, the Management shall not be liable to the Occupiers/Occupants for personal injury, death or damage.

10.3 RESTRAINT UPON ASSIGNMENT

- No interest or right or undivided share of the Occupiers/Occupants in the funds and assets of the Management may be assigned, hypothecated or transferred in any manner, except an appurtenance to his/her Unit/Parcel.

10.4 DETERMINATION OF CHARGES

For the purpose of this House Rules, any reference of the Charges shall include the followings:

i. "Charges" which is an amount of money as may be determined by the Management from time to time, payable monthly or quarterly by the Occupiers/ Occupants for the said Parcel's share or all cost and expenses incurred by the Management towards the maintenance of the Common Property based on share units determined by registered land surveyor.

ii. Any payment collected pursuant to charges **Section 11**.

iii. Any other money to be collected for meeting any other expenses of a general or regular nature relating to the maintenance and management of the Common Property, which is to be deposited into the maintenance account.

10.5 ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE COMMON PROPERTY

10.5.1 Whenever the Common Property requires additions, alterations or improvements and the making of such additions, alterations or improvements, the Management shall proceed accordingly.

10.5.2 The Management is responsible for the maintenance, additions, alterations or improvements of capital nature of any installed control panels and systems. The Occupier/Occupant shall be liable for all the costs and expenses incurred to repair, replace, rewire or connect the main system to the Unit/Parcel. The Management's approval must be obtained in respect of any connection, extension, repair, rewiring or replacement of the main system at the Unit/Parcel carried out by the Occupier/ Occupant or his/her employee(s) or contractor(s). The Occupier/Occupant shall be fully liable for any damage or destruction to the main system occurring in the course of carrying out such works.

11. CHARGES

The Occupier/Occupant shall by the fourteen (14) days of each month pay to the Management such sum and the Management shall notify the Occupier/Occupant on his/ her contribution towards the Charges, which would include payment for the following:

i. Maintenance Charges, insurance, quit rent, assessment and etc.;

ii. A sinking fund which shall be utilized primarily for the purposes of refurbishment/ replacing any capital items of the Common Property;

iii. Any fines, levies, penalties and other related costs stated in these House Rules as imposed by the Management; and

iv. Any other charges, which is allowed to be collected under the Strata Management Act 2013 and any regulations related thereto.

12. DEFAULT IN PAYMENT OF CHARGES/SINKING FUND

12.1 The Management may prepare a defaulter 'list showing the names of the defaulting Occupiers/Occupants, their respective Units/Parcels and the amount of the sum that remains unpaid, and may display the list of defaulters 'names on the notice boards in the Building.

12.2 The Management, at the expiry period of fourteen (14) days specified in Section 12.1 and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter Occupier/Occupant until such time that any sum remaining unpaid in respect of his/her Unit/Parcel has been fully paid, together with a charge that may be imposed by the Management for the reactivation of his/her electromagnetic access device. During the period of the deactivation of his/her electromagnetic access device, the Management may require the Occupier/Occupant to sign in a defaulter's register book each time the defaulter requires any assistance for entry into or exit from the Building.

12.3 The Management may stop or suspend a defaulter from using the Common Facilities or Common Property provided by the Management, including any car park bay in the Common Property that has been designated for the use of the defaulter. The Management may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his/her outstanding sum in such number of instalments or upon such terms and conditions as the Management shall deem fit and proper, including withholding any action permitted.

12.4 A charge shall be levied for the reactivation of the access cards. All charges are deemed as contributions to the Management fund.

12.5 Late payment interest at ten per centum (10%) per annum will be levied on all types of outstanding contributions to the Charges/sinking fund. Any contribution to the Charges/sinking fund will automatically attract such late payment interest if it is not settled in full within fourteen (14) days from the date of invoicing. All late payment interests shall be deemed as contribution to the Charges/sinking fund.

12.6 Any Tenant, sub-tenant, charge, assignee or successor-in title of the Unit/Parcel who, in order to avoid the attachment or sale of the moveable property, access cards disconnection and any other actions for non-payment of any sum due to the Management by the Unit/Parcel's Occupier/Occupant, may pay such sum to the Management and any of the aforesaid person(s) who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

12.7 If the Management encounters difficulties in executing the warrant, it may seek the assistance of the Commissioner of Building or any Relevant Authorities, and in providing such assistance, the Management may request for the assistance of a police officer.

12.8 The Occupier/Occupant hereby expressly agrees that in the event he/she fails to settle this outstanding amount pertaining to the Charges/sinking fund, the Management is hereby authorized to demand from any Tenant, sub-tenant, charge, assignee or successor-in-title or Occupier/ Occupant of the Unit/Parcel to pay such sum due to the Management.

12.9 In the event that a Unit/Parcel's Occupier/Occupant, who owns more than one Unit/ Parcel, the Occupier/Occupant hereby authorises the Management to demand any outstanding payment from the Tenants, sub-tenants or Occupier/Occupant of the other Unit(s)/Parcel(s) that belongs to the said Unit/Parcel's Occupier/Occupant.

12.10 Upon commencement of legal action to recover the outstanding amounts in which event defaulting Occupiers/Occupants will also be liable for all costs including legal cost on solicitor and client basis incurred in such action.

12.11 All outstanding Charges/sinking fund should be made payable to the Management.

12.12 In the event of a dispute and/or disagreement of outstanding Charges/sinking fund, the Occupier/Occupant is required to present to the Management the Original Proof of Payment i.e. Original Official Receipt for verification.

12.13 The Management reserves all rights to claim and initiate the necessary actions as mentioned in above to recover all outstanding debts from the Occupier/ Occupant.

13. ADDITIONAL FEES AND OTHER CHARGES

- The Occupier/Occupant also hereby agrees that the Management shall be entitled at any time and from time to time to levy or impose such fees or charges as they shall deem fit in connection with the use or reservation for use of any facility, equipment or area forming part of the Common Property. The Management may do so by giving fourteen (14) days' notice in writing or upon posting at the notice board, due notice shall be deemed given after fourteen (14) days from the date of posting thereof.

14. MISCELLANEOUS

14.1 TERMS AND CONDITIONS IN THE SALE AND PURCHASE AGREEMENT

- The rules and regulations set out in these House Rules shall be in addition to but not in diminution of the terms and conditions, stipulations or restrictions set out by the Sale and Purchase Agreement, and the By-Laws as stated in the Third Schedule of the Strata Management Act 2013.

14.2 USE OF MANAGEMENT'S EMPLOYEE

14.2.1 No Occupier/Occupant of the Unit/Parcel shall be allowed to make use of any employee of the Management for any private business or errand, and the Management and maintenance staff shall only be allowed to help in any community function or activity with the approval of the Management.

14.2.2 No tips, gifts, or gratuities shall be offered to any employee of the Management for any service rendered or for his/her courtesy in the regular performance of his/her duties.

14.3 SOLICITATION

- No soliciting of goods and services, religious or political activities shall be permitted within the Development.

14.4 COMBUSTIBLE MATERIALS

- Highly combustible substances such as petroleum products shall not be kept in substantial quantities above the normal amount of consumption by a private resident. Substances which may give rise to smoke, fumes or obnoxious smell, explosive of any nature (including but not limited to fireworks) shall not be kept, stored or used in the property.

14.5 UNDERTAKING AND INDEMNITY

- The Occupier/Occupant hereby undertakes that he/she will procure that the Occupier/ Occupant and Invitee/Visitor will comply with the provisions of these House Rules and will indemnify the Management against any loss or damage suffered including the costs of defending any legal suits or proceedings taken against the Management as a result of the Occupier/Occupant or Invitee/Visitor's breach of these provisions.

14.6 EXCLUSION OF LIABILITIES

- The Occupier/Occupant hereby agrees that the Management shall not be under any liability to the Occupier/Occupant and/or his/her family member(s), Invitee(s)/ Visitor(s) and/or third parties connected with the Occupier/Occupant, who may be permitted to enter upon and/ or use the Common Property and/or the Unit/Parcel and/or any part thereof, for loss of life or personal injury(ies) sustained or for loss or damage to goods or chattels or vehicles brought thereon, whether or not arising from any act or omission of the Management and/or their employees, agents or contractors and the Occupier/Occupant shall indemnify and keep the Management indemnified in respect thereof.

14.7 NEGLIGENCE

- The Occupier/Occupant shall be liable for the expense of any maintenance, repair or replacement for the Common Facilities or Common Property made necessary by his/ her negligence or by that of any member of his/her family or his/her Invitee/Visitor, employee or agent.

14.8 ADDITIONAL HOUSE RULES

- These House Rules are subject to addition from time to time as and when deemed appropriate by the Management upon notice.

14.9 LIABILITIES/DAMAGES

14.9.1 An Occupier/Occupant shall be liable for all costs and expenses incurred by the Management to repair or replace any finishes, fabrics, etc., if such damage or destruction is caused by or contributed to by the Occupier/Occupant or his/her employee(s) or contractor(s) or Invitee(s)/Visitor(s).

14.9.2 In the event that an Occupier/Occupant fails to "promptly repair or replace" (shall mean repairs are to begin not more than fourteen (14) days from the date the Management notifies

the Occupier/Occupant of damages or destruction mentioned in Section 14.9.1), the Management shall carry out such repair or replacement work without further notice to the Occupier/Occupant.

14.9.3 The Occupier/Occupant shall be fully liable for any expenses incurred by the Management. Apart from the cost incurred, a fine shall be imposed.

14.9.4 The outstanding sum (refers to the cost and the fine) shall be paid within fourteen (14) days from the date of notice issued by the Management. The Management reserves the rights to exercise actions covered in Section 12 of these House Rules if the Occupiers/Occupants default in payment.

14.10 USE OF NOTICE BOARD

- Prior approval must be obtained from the Management for the posting of any notices, messages (non-commercial), brochures, flyers, etc. onto the notice boards. The maximum duration of posting of any notices, messages, brochures, flyers, etc. is two (2) weeks.

14.11 INSURANCE

14.11.1 The building has been insured by The Management against fire and it covers the structure of the building and all the Common Areas but not the personal belongings, valuables and the contents of the Parcel. In addition, The Management shall insure against other risks like public liability, burglary, machinery breakdown, money in transit, plate glass etc.

14.11.2 A Proprietor shall not do anything whereby the policy or policies of insurance of his parcel and/or the building against damage by fire may become void or voidable or whereby the insurance premium may be increased and the Proprietor shall pay to The Management on demand all sums paid or payable by way of increased premiums and all expenses incurred by The Management as a result of any non-observance of his Additional By-Law by the Proprietor.

14.11.3 Proprietors shall be fully responsible for their personal belongings and valuable and the contents of their parcels and for public liability, and they may wish to take up their own insurance policy or policies. Proprietors are advised to use surge suppressors/voltage regulators for sensitive electrical/electronic equipment and appliances, as The Management assumes no responsibility or liability for any damage, loss or injuries arising therefrom.

14.12 CHANGE OF OWNERSHIP

14.12.1 The Occupier/Occupant shall be liable for all Charges/sinking fund while he/she is the Occupier/Occupant of the Unit/Parcel. In a voluntary transfer of Unit/Parcel, the transferee (new Occupier/Occupant) shall be jointly and severally liable with the transferor (existing Occupier/Occupant) for his/her share of the Charges/sinking fund up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for the Charges/sinking fund may not be avoided by waiver of the user or enjoyment of any Common Property of the non-user or abandonment of the Unit/ Parcel.

14.12.2 Every Occupier/Occupant is responsible to notify the Management in regard to any change of ownership of his/her Unit/Parcel.

14.12.3 Every Occupier/Occupant shall settle his/her outstanding account with the Management prior to such change of ownership. In the event that the existing Occupier/Occupant fails to settle all

his/her outstanding account prior to the transfer of ownership, the new Occupier/Occupant shall continue to be fully liable for the existing/original outstanding account.

14.13 TIME

- Time shall be of the essence whenever mentioned in these House Rules.

14.14 BINDING EFFECT

- These House Rules are binding on the successors-in-title and assigns of the Occupiers/ Occupants and the respective estates, heirs and personal representatives.

14.15 STRATA MANAGEMENT ACT 2013

- These House Rules are governed by, and shall be construed exclusively in accordance with the Third Schedule of the Strata Management Regulations 2015 and Strata Management Act 2013 and the rules set there under where there is any conflict in the application and interpretation of these House Rules, the Strata Management Act and Regulations shall prevail.

14.16 SEVER-ABILITY

- If any of the provisions of these House Rules become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.17 NOTICES

Any notice, request or demand required to be served by either party to the other under the provisions of these House Rules shall be in writing and shall be deemed to be sufficiently served:

14.17.1 If it is given by that party or that party's solicitors by post in a registered letter with postage prepaid addresses to the other party at that other party's address herein mentioned or at that other party's last known address or to that party's solicitors, and it shall be deemed to have been received three (3) days from the date of posting or after, and it shall be deemed to have been received three (3) days from the date of posting or after,

14.17.2 If it is given by that party or that party's solicitors and dispatched by hand to the other party or the other party's solicitors on the day of dispatch.

14.17.3 Any notices that are general in nature shall be deemed served three (3) days from the date of posting to the correspondence address of the Occupier/Occupant or posted on the notice board.

14.18 MAINTENANCE

- In the event that the Occupiers/Occupants fail to maintain his/her Unit/Parcel in the manner herein required, the Management and/or any other Occupiers/Occupants shall have the right to proceed in a court of law to seek compliance, or the Management shall have the right to impose on the Occupiers/Occupants such sum necessary to do whatsoever work as may be required. In addition, the Management shall have the right, for itself and its employees and agents, to enter the Unit/Parcel and perform the necessary work to enforce compliance with the above provisions and chargeable to their maintenance account.

14.19 COSTS AND SOLICITORS 'FEES

- In any proceedings arising because of the Occupiers/Occupants 'failure to comply with the requirements of these provisions, the Management shall be entitled to recover the costs of the proceedings and such reasonable solicitor's fees (on a client and solicitor basis) by charging to their maintenance account. ie solicitor's fees (on a client and solicitor basis) by charging to their maintenance account.

14.20 NO WAIVER OF RIGHTS

- The failure of the Management to enforce any covenant, restriction or other provisions herein shall not constitute as waiver of their rights to do so thereafter.

15. PROHIBITIONS

15.1 STRUCTURAL BEAM/COLUMN

- The removal or hacking of any structural beam/column is strictly prohibited as this will affect the structural stability of the Building. Prior written approval from the Management/ consultant/architect is required before any non-structural wall or floor can be hacked or removed.

15.2 ELECTRICAL SYSTEM

- No nailing holes can be made close to electrical power points, light switches and fuse boxes as this may puncture the electrical conduits that are embedded in the wall or floor slab and risk electrocution. Affixation of all fixtures must be about 600mm away from the electrical powers points, light switches and fuse boxes.

15.3 WATER RETICULATION

- No nailing or holes can be made above or below the shower heads and taps as it may accidentally puncture a water pipe embedded inside the wall.

15.4 AIR-CONDITIONING UNIT

- The Occupier/Occupant agrees that all air-conditioning compressors will be installed at the designated location located for each Unit/Parcel. Occupier/Occupant hereby further covenants

to pay all charges incurred to the Management for the relocation of the compressors if it is not installed at the designated location.

16. NEW ELECTRICAL WIRING/PLUMBING WORKS

16.1 Any new electrical wiring and plumbing works should be properly installed and concealed. Occupiers/Occupants shall not cut grooves into walls to conceal these services unless approved by the Management. If approved, Building Plans must be submitted to the Management immediately upon, before and after completion of the work.

16.2 No water filter is allowed to be installed at the metering area before or after the water meter. The Management reserves the right to remove the installed filter at the cost and expense of the said Occupier/Occupant. Any adverse effects on the water pressure caused to other Occupiers/Occupants due to these works will be the sole responsibility of the defaulting Occupier/Occupant, both financially and technically. The defaulting Occupier/ Occupant shall be liable for full damages and costs for any actions commenced against him/her by any affected Unit(s)/Parcel(s) or relevant authorities.

17. MAINTENANCE AWARENESS

17.1 FLOOR TRAPS

- Clean and clear up material stuck in the gratings of floor traps in the bathrooms or wash area so as to prevent water ponding, which may cause water leakage to the Unit/Parcel below and Common Property.

17.2 SEWERAGE PIPES AND OTHERS

- Do not dispose rubbish or items through the down pipes, sinks, basins and water closets as this may obstruct the smooth flow of the discharged water and may even lead back flow of such discharged water.

18. USE OF COMMON FACILITIES

- To maintain the exclusiveness of stratified gated and guarded living, all the Common Facilities in Embayu shall be used by the Occupiers/Occupants. The employees of the Occupiers/Occupants shall not be permitted to use the Common Facilities unless they are signed in as Invitees/Visitors and must be accompanied by the Occupiers/Occupants on every occasion. Occupiers/Occupants must ensure that their employees are not loitering around the lobby, pool area and other Common Facilities areas during their break time or while waiting for their employer.
- The Occupier/Occupant of every Unit/Parcel shall be permitted to bring in not more than two (2) Invitees/Visitors at any one time for the use of the Common Facilities.
- The Occupier/Occupant concerned shall accompany their Invitees/Visitors when using the Common Facilities.
- The Occupier/Occupant concerned shall be held responsible for any damage caused by their Invitees/Visitors. Any damages caused by any previous user(s) of the Common Facilities should be reported to the Management immediately before using the Common Facilities again.
- The Management may require any person using any of the Common Facilities to identify himself/herself, if necessary. Any person who breaches any of the rules and regulations may be asked to leave the facility premises by the security guard.
- While the Management shall take every precaution to ensure that the Common Facilities are properly maintained, all the Occupiers/Occupants and their Invitees/ Visitors shall use the Common Facilities at their own risk. The Management shall not be responsible for any injury, death or damage sustained by the users or for any loss and/or damage to any of their personal properties.
- The rules and regulations for the Common Facilities shall be subject to changes without prior notice.

18.1 THE USE OF MULTIPURPOSE HALL

RULES AND REGULATIONS GOVERNING

i. Occupiers/Occupants may reserve the Multipurpose Hall for private functions/ events/ meetings from Monday to Sunday. Political, religious and commercial activities such as exhibitions or company events are strictly prohibited.

ii. **Opening Hours: Monday – Sunday: 8.00am to 11.00pm** (except during maintenance)

iii. Booking session:

Sundays to Thursday:	10.00am to 3.00pm (1st session)
	5.00pm to 10.00pm (2nd session)
Fridays, Saturdays &	9.00am to 3.00pm (1st session)
Eve of Public Holidays:	5.00pm to 11.00pm (2nd session)

iv. Booking of the Multipurpose Hall is on a first come first served basis and Occupiers/ Occupants may make reservation via the available app no less than two (2) weeks before the appointed date. The Management shall reserve the right to reject any reservation without giving any reasons whatsoever.

v. Occupiers/Occupants are allowed to reserve the Multipurpose Hall for a maximum of one (1) function per day only.

vi. Loud sounds from electronic/mechanical equipment/musical instrument, which may cause any nuisance, annoyance, disturbance or inconvenience to other Occupiers/ Occupants, are strictly prohibited.

vii. A refundable deposit and usage fee (please refer to Section 21) shall be paid when making any reservation. If the areas used for the function have not been cleared of discarded articles, food remnants, party paraphernalia, etc., then cost of removing such rubbish and/or if there is any damage caused, the cost of repairing or replacing the article shall be deducted from the deposit before the balance is refunded. In the event the said cost exceeds the amount of the deposit, the Occupier/Occupant concerned shall be required to pay the excess amount within one (1) week or charged to the maintenance account.

viii. The Occupiers/Occupants shall ensure that the Multipurpose Hall is kept neat and tidy after use, all furniture shall be placed in its proper place, in default whereof the Management may attend to cleaning up of the Multipurpose Hall at the sole cost and expense of such Occupier/Occupant.

ix. The Occupiers/Occupants shall be responsible for any damages to the Multipurpose Hall and its contents during the period reserved by them.

x. The Occupiers/Occupants using the Multipurpose Hall shall advise their Invitees/ Visitors to register at the guard house and must be accompanied by the host at all times. Smoking is strictly prohibited in the Multipurpose Hall.

xi. The use of the Multipurpose Hall is at the sole risk of the Occupiers/Occupants and their Invitees/Visitors. The Management shall not be held liable for any injury, damage or mishap howsoever caused.

xii. All functions must end by 11.00 pm or a fine of RM 100.00 will be imposed on an hourly basis.

xiii. Occupiers/Occupants shall not be allowed to reserve the Multipurpose Hall more than once a week, subject to the Management discretion.

xiv. Cancellation of reservation shall be made one week before the actual scheduled date, failing which, the Management reserves the right to forfeit the deposit.

xv. The Occupiers/Occupants may appoint their own caterer to provide food and drinks for the function.

xvi. No cooking shall be allowed in the room or its surrounding areas.

xvii. Failure to comply may result in forfeiture of deposit, fine and deactivation of access cards.
xviii. Repeat offenders may be barred from future usage.

18.2 THE USE OF SURAU

RULES AND REGULATIONS GOVERNING

i. Strictly for Muslim Occupiers/Occupants, Management staff and Invitees/Visitors.
ii. The Management will not be held responsible for any loss of valuable items which are left in the prayer rooms.

18.3 THE USE OF CHILDREN'S PLAYGROUND

RULES AND REGULATIONS GOVERNING

i. The children's playground is specially tailored for children below 12 years.
ii. The playground may only be used from **7.00 am to 11.00 pm daily** and only the Occupiers/ Occupants and their Invitees/Visitors accompanied by the Occupiers/ Occupants are entitled to use it.
iii. The Occupiers/Occupants shall be responsible for any damage to the playground fixtures during his/her children's use. The Management has the right to charge the cost of repairs to the Maintenance account of the Occupiers/Occupants.
iv. Smoking is strictly prohibited at the playground.
v. The use of the playground is at the sole risk of the Occupiers/Occupants and their Invitees/ Visitors. The Management shall not be held liable for any injury, death, damage or mishap howsoever caused.
vi. Any child below 12 years of age shall not be allowed to play at the playground unless accompanied and supervised by an adult who shall be responsible for their conduct and safety.
vii. Consumption of food and/or drinks are/is not allowed in any part of the playground.
viii. All children must be dressed in proper attire.
ix. Children are not allowed to step onto the ledge of the balustrade perimeter fencing near/ surrounding the playground.
x. Children are strictly not allowed to enter the playground with their wet swimming clothes/ attire.
xi. Children are not allowed to use the playground during rainy days.

18.4 THE USE OF SWIMMING POOL/WADING POOL

RULES AND REGULATIONS GOVERNING

i. The swimming pool/wading pool shall be open from **7.00 a.m. to 11.00 p.m. daily** except such time when the facility will be closed for functions, cleaning or maintenance. Only the Occupier/Occupant and his/her Invitees/Visitors are entitled to use the swimming pool/ wading pool/jacuzzi.

ii. The Management shall be entitled to lay down rules disallowing the use of the swimming pool/wading pool by any Invitee/Visitor at such times as the Management deem necessary in the interests of all Occupiers/Occupants.

iii. Invitees/Visitors may only use the swimming pool/wading pool when accompanied by his/her host Occupier/Occupant. The Occupier/Occupant shall ensure that his/her Invitees/ Visitors comply with the Rules and Regulations contained herein.

iv. Only persons with proper swimming attire will be allowed to utilise the facility. T- shirts, track suits, sarongs or any other outfit of similar nature are strictly prohibited.

v. Anyone using this facility must immediately shower before entering the swimming pool/ wading pool. A person having an infectious or communicable disease shall not use the pools. Nose clearing, spitting and the likes shall not be permitted in the pools.

vi. No person shall wear hairpins, rollers, safety pins, glassware, breakable and other harmful objects such as curlers, bobby pins and etc. while in the swimming pool/ wading pool/jacuzzi.

vii. No chairs or sundecks are allowed to be placed around the pool deck or surrounding vicinity unless authorised by the Management. If any such chair or sundeck is found, they will be promptly removed and storage fee/charges will be imposed.

viii. Surfboards, snorkelling and scuba gear, bulky inflatable toys and similar objects shall not be permitted in the swimming pool/wading pool/jacuzzi.

ix. No person under the age of 12 years shall be allowed in the swimming pool unless they are accompanied and supervised by an adult.

x. No pets shall be allowed in the swimming/recreational area.

xi. Radios, tape recorder, television sets and other electronic/mechanical equipment, which may cause any nuisance, annoyance, disturbance or inconvenience to other users of the facilities, shall not be used in the pool area.

xii. Any Invitee/Visitor who breaches any of the rules and regulation contained herein shall be required to leave the swimming/recreational area. Any Occupier/Occupant who commits such breach may be required to pay such fine(s) as the Management may impose. Management may fine the Occupier/Occupant in respect of any breach committed by his/ her Invitee/Visitor. An Occupier/Occupant may also be fined not exceeding RM 200.00, per offence by the Management in respect of any breach committed by him/her and/or his/ her Invitee(s)/Visitor(s). The Management may also deactivate the access cards and repeat offenders may be barred from future use.

xiii. The Management shall not be responsible for any loss and/or damage to any personal property, which is left in the swimming pool/wading pool or in any other part of the Building.

xiv. The filtration plant and pump room of the swimming pool shall be out of bounds to all the Occupiers/Occupants or Invitees/Visitors.

xv. The Management does not provide any lifeguard at the pools.

xvi. The Management shall have the authority to expel from the pool area any person(s) violating any of the rules or endangering the safety of himself/herself or any other person(s).

xvii. The Management, its agents and its employees shall not be held liable in whatever manner for any injury to or death of any person resulting from any untoward incidents whilst using the pools.

18.5 THE USE OF CHANGING ROOM

RULES AND REGULATIONS GOVERNING

i. The Management will not be held responsible for any loss of valuable items which are left in the changing rooms.
ii. Children below twelve (12) years old must be accompanied and supervised by an adult.
iii. No eating, drinking, smoking is allowed in the changing rooms.

18.6 THE USE OF BARBEQUE AREA

RULES AND REGULATIONS GOVERNING

i. Only the Occupiers/Occupants and his Visitors are entitled to use the barbeque area. Political, religious and commercial activities such as exhibitions or company events are strictly prohibited and these facilities are strictly for halal use only.
ii. **Opening Hours: Monday - Sunday: 8.00am to 11.00pm** (except during maintenance)
iii. The barbeque area facilities are available for booking on a first come first served basis and the Occupiers/Occupants may make reservations via the available app no less than one (1) week before the scheduled date. However, the Management shall reserve the right to reject any reservation for any reason deemed appropriate by the Management
iv. A Visitor may only use these facilities when accompanied by his host Occupiers/ Occupants. The Occupiers/Occupants shall procure that his Visitors complies with the rules and regulations contained herein.
v. Loud sounds from electronic/mechanical equipment/musical instrument, which may cause any nuisance, annoyance, disturbance or inconvenience to other Occupiers/ Occupants, are strictly prohibited.
vi. The Occupiers/Occupants concerned may submit a list of their Visitors to the Management Office one day before the function, so that a copy can be given to the guard house for security checking purpose.
vii. The Occupiers/Occupants using the barbeque area must be in attendance at the event and shall advise their Visitors to register at the guardhouse.
viii. The Occupiers/Occupants shall ensure that the barbeque area is kept clean and tidy after use and all tools shall be replaced in its proper place, in default whereof the Management may attend to cleaning of the barbeque area at the sole cost of such Occupiers/Occupants.
ix. The Occupiers/Occupants shall be responsible for any damages to the barbeque area during the period used by him/her.
x. The use of barbeque area facilities is at the sole risk of the Occupiers/Occupants and their visitors. The Management shall not be held liable for any injury, damage or mishap howsoever caused.
xi. A refundable deposit and usage fee shall be taken when making any reservation. The deposit shall be refunded if the areas used have been fully cleared of discarded articles, food remnants, etc. In the event that the above-mentioned rubbish is not cleared away from the said areas, the cost of removing such rubbish, and/or if there is any damage caused, the cost of repairing or replacing the article shall be deducted from the deposit before the balance is refunded. In the event that the said cost exceeds the amount of the deposit, then the residents concerned shall be required to pay the excess amount, failing which the occupants shall be prohibited from use of the barbeque area. The Management reserves the right to charge the excess amount to the maintenance account.
xii. The Occupiers/Occupants may appoint their own caterer to provide the food and drinks for their event/function.

xiii. No consumption of alcohol is allowed anywhere on the Common Property.

xiv. The host Occupiers/Occupants shall ensure that no food or beverage is brought into the immediate vicinity of the other common facilities areas.

xv. The Occupiers/Occupants who has made the reservation shall ensure that the barbeque area and its surrounding areas are cleared of all refuse after the end of the function.

xvi. All functions must end by 11.00 pm or a fine of RM 100.00 will be imposed on an hourly basis.

xvii. Occupiers/Occupants are allowed to reserve the barbeque area for a maximum of four (4) hours use per day.

xviii. Occupiers/Occupants shall not be allowed to reserve the barbeque area more than once a week, unless there is no other reservation made by any other resident.

xix. Cancellation of reservation shall be made three (3) days before the actual scheduled date, failing which, the Management reserves the right to forfeit the deposit.

xx. Any Occupiers/Occupants who fail to comply with these rules and regulations may result in forfeiture of deposit, fine and deactivation of access card. Repeat result offenders may be barred from future use.

18.7 THE USE OF GYMNASIUM

RULES AND REGULATIONS GOVERNING

i. The gymnasium may be used daily from **6.00 am to 11.00 pm** unless otherwise notified and only the Occupiers/Occupants and the Invitees/Visitors accompanied by the Occupiers/ Occupants are entitled to use it.

ii. The Occupier/Occupant shall be responsible for any damage to the gymnasium during his/ her use. Any damage caused by the previous user(s) of the facilities shall be reported to the Security Guard on duty or the management office before the use of the facilities.

iii. Smoking, consumption of alcohol or eating is strictly prohibited in the gymnasium.

iv. Personal training session is not allowed in the gymnasium as not to cause disturbance to other Occupiers/Occupants.

v. The use of the gymnasium is at the sole risk of the Occupiers/Occupants and their Invitees/ Visitors. The Management shall not be held liable in any manner whatsoever for any injury, death, loss of or damage or mishap to any person arising from use of the gymnasium.

vi. Any child below 15 years of age shall not be allowed to use any of the equipment unless accompanied and supervised by an adult.

vii. All Occupiers/Occupants or Invitees/Visitors of the gymnasium are to be in proper gymnasium attire and proper white soled sports shoes to be worn.

   a. The Management shall not provide any instructor in the gymnasium.

   b. The Occupier/Occupant or Invitee/Visitor shall follow all instructions provided. In case of any doubt, the user shall enquire from the Management for guidance. The user should not at any time remove any of the equipment from the gymnasium.

   c. The Occupier/Occupant or Invitee/Visitor shall exercise care when using the gymnasium and shall take care of their respective belongings.

   d. The Occupier/Occupant or Invitee/Visitor shall be liable for any wilful or negligent damage to the gymnasium or any equipment therein by him/her and/ or his/her Invitee/ Visitor.

viii. Any Invitee/Visitor who breaches any of the rules and regulation contained herein shall be required to leave the facilities area. Any Occupier/Occupant who commits such breach may be required to pay such fine(s) as the Management may impose. The Management may fine the Occupier/Occupant in respect of any breach committed by his/her Invitee/Visitor. An Occupier/Occupant may also be fined, subject to a maximum of RM 200.00 per offence by the

Management in respect of any breach committed by him/her and/or his/her Invitee/ Visitor. Any cost for repair will be charged to the Occupier/Occupant.

ix. The Management also reserves the right to deactivate the access cards of the offenders. Repeat offenders may be prohibited from future use.

18.8 THE USE OF COMMON AREAS

RULES AND REGULATIONS GOVERNING

i. NO OBSTRUCTION AT COMMON AREAS

The road curb, sidewalls, passages, stairways and common walkway shall not be obstructed at any time, or used for any purpose other than their designated use only.

ii. POTTED PLANTS

All potted plants shall not be placed at any common area. All potted plants in the unit/ parcel shall be placed in containers in order to prevent any water from dripping or any soil from dropping onto any other Common Property. All the Occupiers/ Occupants shall ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the premises whereby they may obstruct, cause nuisance, fall and cause bodily harm to person(s) or damage to property.

iii. CLEANING OF AREAS ADJOINING TO THE EXTERNAL WALLS

Care shall be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the building or into other areas.

iv. LIABILITIES FOR DAMAGES TO COMMON PROPERTIES

Any damages caused to any Common Property shall be assessed by the Management and the cost of repair and/or replacement shall be charged to the Occupant/Occupier responsible.

v. EXTERIOR FAÇADE OF THE COMMON BUILDING/PARCEL BUILDING

a. For the purpose of maintaining the image of Embayu, the exterior façade for Embayu shall represent a uniform appearance. As such, no Occupier/Occupant shall allow any projection to extend through any door or window opening.
b. Brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on windows, doors, or passages in such a manner that they are visible from the outside of the Unit/ Parcel.
c. The Occupiers/Occupants of every Unit/Parcel shall ensure that nothing shall be hung or placed beyond the surrounding walls outside their premises, and as such, textile items such as clothes, linen, towels, etc., shall not be hung from any pole protruding outside the windows, or roofs of any Unit/Parcel.
d. All nails, screws or any similar fasteners used at the external surfaces of the Unit/ Parcel should be of stainless material so as to prevent staining of the exterior of the Unit/Parcel.

vi. FURNITURE AND EQUIPMENT IN COMMON AREAS

All the furniture and equipment placed and/or installed in the Common Property have been provided for safety, comfort and convenience of all the Occupiers/Occupants and therefore shall not be damaged or removed or altered without the prior approval of the Management.

19. THE PROVISION OF SECURITY SERVICES

RULES AND REGULATIONS GOVERNING

i. The Occupier/Occupant hereby covenants and agrees with the Management and jointly and severally with the other Occupiers/Occupants of the other Units/Parcels comprised in the said Development or Land to be bound by the covenants herein contained and to observe any restrictions on user and enjoyment as set out here under in respect of the security services.

ii. Subject always to the approval of the Appropriate Authority, the Management hereby agrees to provide, operate and maintain a security system comprising perimeter fencing and such other security measures and arrangements of such type, nature and extent as the Management may from time to time at its absolute discretion deem fit and appropriate (hereinafter called "the Security System") until the establishment of the JMB or the MC under Strata Management Act 2013 and the case may be and subject to and upon the terms and conditions herein appearing.

iii. The provision of the Security System by the Management is merely intended to provide a general security presence but in no way warrants, guarantees, assures or represents the safety or security of the Occupier/Occupant or his/her servants, agents, licensees or Invitees/ Visitors or any property belonging to any of them within the Development.

iv. The Management shall not under any circumstances be liable to the Occupier/ Occupant or to any person claiming under it in the event the Management is unable to provide or delays in the provision of the security services.

v. If due to any reason beyond its control, the Management is unable to carry out or perform any of the security services for which the security charge is levied, or any defect, or due to breakdown of machinery or equipment or surveillance camera, the Management shall not be liable for any loss or damage caused to any goods, furniture or fittings or other property belonging to the Occupier/Occupant, its family, Invitees/Visitors, employees, licensees or servants or agents.

vi. Occupiers/Occupants must ensure that all the doors to their Unit/Parcel and cars are properly locked and secured. The 24-hour round the clock security services provided is limited to the general control at the points of ingress/egress and Common Property and patrolling within Embayu development only.

vii. The security services rendered does not extend to cover personal and individual security. Therefore, each Occupier/Occupant must take appropriate and positive steps and action to protect his/her own personal belongings or property.

viii. Occupiers/Occupants must ensure that all their doors and windows are properly secured and locked at all times so as to avoid any theft or break-in.

20. RENOVATION WORKS

RULES AND REGULATIONS GOVERNING

The following guidelines set out the procedures and responsibilities of the Occupiers/ Occupants when carrying out renovations to their Units/Parcels, which should not change the original design of Embayu.

These guidelines have been prepared with the objective of preserving the pleasant living environment and harmonious community atmosphere. Co-operation from all Occupiers/ Occupants is essential in achieving this objective.

20.1 The Management has to be informed two (2) weeks in advance before the commencement of such works. Please submit your application together with the renovation deposit and the details including drawings/plans for the proposed renovation works to your Unit/ Parcel. For Management's approval, the renovation period shall not initially exceed two (2) months. Applications for extension of renovation period need to be submitted for approval by the Management. The maximum period for extension is one (1) month per application. The renovation approval is under the Management absolute discretion subject to there being no outstanding maintenance payment due from the Occupier/Occupant.

20.2 In order to avoid any delay or inconvenience, kindly take note of the following when making your application:

a. Renovation form will have to be completed by the Occupier/Occupant.

b. Your appointed contractor or the respective Occupier/Occupant shall pay a security deposit to the Management to cover cost of rectification of any damage caused during the renovation works or non-compliance of the conditions herein. The deposit shall be made payable to the Management in the form of a cheque or online transfer. The deposit shall be refundable, free of interest upon the completion of the renovation works according to the approved plans and to the Management's satisfaction, and upon due compliance with all the terms herein. Deductions will be made for any damage caused/ cleaning works necessary to the Common Property. Your appointed contractor is also required to forward an "as built"/relevant plans or drawings to the Management for its records before deposit can be refunded. Kindly be advised that you have to contact the Management to fix an appointment for a joint inspection.

c. The renovation deposit is payable for renovation works involving the hacking of wall/floors/tiles, wet cement and tiling works. Such deposit shall be necessary to ensure that all unwanted materials or debris are cleared from the Unit/Parcel and that no Common Property is damaged. In the event that there are unwanted materials or debris to be cleared or there is any damage that needs to be repaired or article to be replaced, the cost shall be borne by the Occupier/Occupant concerned. The deposit shall then be refunded after the Management has been informed and after confirming that the renovation works have been completed and after deducting whatever cost incurred to clear any unwanted materials or debris.

d. In the event that the cost of clearing unwanted materials or debris and/for repairing or replacing any damaged article exceeds the amount of the deposit, the Occupier/ Occupant shall have to pay the excess amount within one (1) week from the date of notice from the Management or otherwise charge the cost of repairs to the maintenance account.

20.3 The Occupiers/Occupants or their authorised representative shall sign a letter of indemnity for the renovation works before the commencement of works. No modification to the Building structure and services, breaking of any partitioning walls or removal of fire rated doors are permitted. No alterations or deviations from the Building Plans are allowed without prior written consent from the Management to avoid problem relating to structural stability and safety. Prior approval must be obtained from the Management and the relevant authorities i.e. Majlis Bandaraya Shah Alam (MBSA), Bomba, Tenaga Nasional Berhad and etc., if necessary, before any renovation works can be carried out in the premises. The following plans where relevant shall be submitted to the Management:

a. Proposed Floor Layout Plan
b. Proposed Electrical Layout Plan
c. Proposed Plumbing Layout Plan

20.3.1 It is the sole responsibility of the Occupier/Occupant to check with the Appropriate Authority for the need of any approval to carry out the renovation works and the Occupier/Occupant shall pursue the matter with the Appropriate Authority on his/ her own initiative. If the Occupier/Occupant applies for any approval from the Management for permission to carry out renovation works, the Management is entitled to assume that the Occupier/Occupant has obtained the necessary approvals from the Appropriate Authority, where necessary, and a copy of the approvals of the Appropriate Authority shall be submitted to the Management at the time of application for approval by the Management. If the Management gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the Appropriate Authority were not obtained or not properly obtained, the Occupier/Occupant shall be solely responsible to the Appropriate Authority and the approval granted by the Management for renovation works shall be deemed rescinded forthwith.

20.4 Please ensure that all renovation works to be undertaken comply with the requirements of all Appropriate Authorities and obtained all necessary approvals as required by the prevailing Acts, by-laws and regulations imposed by such authorities. Submission to the building architect and structural engineer where necessary, must be made through the Management and the costs thereto shall be borne by the respective Occupier/Occupant.

Renovation works are to be carried out as per below:

Mondays to Friday	**: 9.00 am – 5.00 pm**
Saturdays	**: 9.00 am - 1.00 pm (Noisy Renovation Works is NOT ALLOWED)**
Sundays and Public Holidays	**: NOT ALLOWED**

a. Hacking, drilling and coring works are limited to six (6) hours daily from **10.00 a.m. – 4.00 p.m.** only and STRICTLY NOT permitted on Saturdays, Sundays and Public Holidays.
b. All drilling and hacking works or any other works that are noisy and causes nuisance to other Occupiers/Occupants must be carried out within the above hours, subject to the approval from the Management. As such, the Management must be notified in writing so that prior notice can be given to neighbouring Occupiers/Occupants.

c. Hacking and modification to any of the Building structural membranes, breaking of any common party walls or removal of fire rated doors are strictly prohibited.

d. Grills for doors and windows must conform to Embayu standard design as approved by the Management and shall not carry out any work which may affect the aesthetic image of the Embayu.

e. The Management shall have the authority to demolish or remove any such unauthorised additions or alterations after giving seven (7) days written notice to the Occupier/ Occupant concerned, requesting him to remove the same.

f. Alteration of the exterior of the Unit/Parcel is not permitted. This shall include windows, compartments for air-condensing units, common areas, open areas and all other visible parts of the Building, which constitute or from part of the external appearance of the Embayu.

g. Only approved colour tinted film is allowed for the window glass panels and sliding doors so as to maintain the uniformity of the parcel/unit. Kindly check with management on the suitability of the colour tinted film before application.

20.5 CONDUCT OF CONTRACTORS

All contractors, consultant, suppliers, sub-contractor and workers behaving in a manner which is unacceptable to the Management or security guard will be refused entry to the site and the Occupier/Occupant will be fully responsible and liable for any loss or damage resulting from such behaviour. The Occupier/Occupant of the Unit/Parcel shall be held responsible for the behaviour and discipline of all persons working on his/her construction/ renovation project, including his/her contractors, sub-contractors, builders, architects, engineers, suppliers, foremen, construction/ renovation workers and/or security guards. The Management shall be entitled to require the Occupier/Occupant to remove from the grounds of Embayu, any person who, in the opinion of the Management, misconduct himself/herself and/or is causing nuisance to other Occupiers/Occupants of other Units/ Parcels.

20.6 CONSTRUCTION/CONTRACTOR VEHICLES

A full description of the vehicles being used by the contractors or their workers or agents to enter Embayu must be presented to the Management or security guards and that vehicle must be parked as directed by the security guards.

20.7 TEMPORARY STORAGE FACILITIES

There is NO temporary storage facilities permitted on the Common Property. All articles/ materials must be stored within the Unit/Parcel.

20.8 NEGLIGENCE DURING RENOVATION

Any damage howsoever caused as a result of undertaking any renovation to any part of the Common Property and other Units/Parcels, including but not limited to the footpath pavers, curbs, corridor, street, plants and landscape as a result of the act, omission, default or negligence of the contractor or the Occupier/Occupant of the Unit/Parcel shall be restored by the Occupier/Occupant at his/her own costs.

20.9 NO INCONVENIENCE TO OTHERS

The Occupier/Occupant shall not at any time in undertaking any renovation, cause any inconvenience, disturbance, nuisance or damage of any kind to any other Units/ Parcels or any part of the Common Property.

20.10 During renovation, the contractor shall provide a copy of identification card (IC) or if non-Malaysian, the relevant identification document, of each of his/her employees to the Management and shall take all necessary precautions to avoid damage to the Common Property. The Occupier/Occupant will be held liable for any damage caused to the Building or Common Property during the course of their renovation works.

20.11 Appointed contractor is to submit details of the works such as name of the company, contact person, contact telephone no., duration of the works and a list of names of their workers two (2) days in advance.

20.12 All contractors are to register their workers at the security desk and obtain the contractor's pass. This pass is to be worn at all times and returned to the security desk upon leaving. If the pass is lost, a fine of RM 50.00 will be imposed.

20.13 Workers are not allowed to loiter around any of the areas other than the designated Unit/ Parcel. The workers must be decently dressed whilst they are within the properties. Any security personnel shall have the right to question any person found without a pass on the premises.

20.14 Materials to be used should comply with the minimum fire rating prescribed by the prevailing building regulations. The material used for the purposed renovation must be of a non-combustible nature and is acceptable to the relevant authorities.

20.15 Appointed contractors are to ensure that they have received approval from the Management representatives before isolating or connecting any M&E services, e.g. electrical, telephone wiring and plumbing.

20.16 During the renovation, all materials are to be delivered at the designated location and only the service lift and designated staircase may be used for the transportation of materials and tools involved with the renovation so as not to cause inconvenience to the Occupiers/ Occupants.

20.17 It is COMPULSORY for all renovation contractors to provide sufficient wall/floor protection covers for the internal lift walls and floors on the passing route and passage ways to facilitate the movement of tools, materials, heavy items and removal of renovation debris. Such areas include the main lobby and corridor leading to the Units/Parcels under renovation. For any damage caused by contractors to the lift car's internal wall and floor and lift ceiling lights, the Occupier/Occupant shall be fully responsible for the cost to replace or make good the damaged lift and/or the Management has the absolute right to stop contractors from using the lift or deny entry to Embayu and/or claim from the Occupier/Occupant for the damages incurred.

20.18 Occupiers/Occupants are responsible for the removal of all renovation debris daily. No materials, fittings or fixtures are to be left at the corridor, walkway, or at any other common areas or during or after renovation. Should the floor route be heavily used due to large-scale renovation, Occupiers/Occupants are to clean or the Management would be at liberty to employ the cleaner and charge the cost to the Occupier/ Occupant.

20.19 Common water pipes/taps and all electrical power points are not allowed to be used for works carried out at designated Unit/Parcel.

20.20 Noise pollution to be kept to the absolute minimum during the progress of the work. Whenever possible, the main door and windows of the Unit/Parcel must be kept closed to avoid disrupting the peace and quiet enjoyment of the neighbours. The Management must be allowed in for purpose of checking the renovation works done.

20.21 All vehicles other than vehicles with Embayu sticker are not permitted into the compound except for the unloading/loading of goods for renovation purposes only.

20.22 No illegal immigrants or workers shall be employed by the Occupiers/Occupants or contractors in carrying out the works. The Management shall not be responsible for such act or acts by the Occupiers/Occupants or contractors and they shall indemnify the Management for all consequences arising thereof.

20.23 Upon completion of the proposed work, subject to the approval of the Appropriate Authorities, the Occupiers/Occupants are to write to the Management for a joint inspection.

20.24 All renovation works shall be confined to the limits of the Occupier/Occupant's Unit/ Parcel. Knocking down of walls and hacking of structural slabs, columns, shear walls and beam should get approval from The Management Office. Wet construction works shall not be encouraged. In any case, the Occupier/ Occupant concerned shall ensure that renovation works shall be carried out according to the existing rules and regulations of the Appropriate Authorities or the Management.

20.25 Occupiers/Occupants shall be responsible for the conduct of their appointed contractors. Any damage to the Building or any equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Occupier/Occupant concerned.

20.26 Any alteration of or addition to the existing electrical installation should comply with the Appropriate Authorities and TNB's requirements such as cable sizes, SIRIM approved fittings and method of installation. All electrical installations must be carried out by a qualified electrician or licensed contractor.

20.27 Any alteration of or addition to the existing plumbing and sanitary installation shall comply with the Appropriate Authorities and JBA's requirements. Installation works must be carried out by a qualified plumber or licensed contractor.

20.28 Air-conditioning works must be carried out by a qualified/licensed contractor. Proper drainage system shall be installed and the outlet pipe shall be terminated at the toilet or balcony floor trap. The compressor(s) or outdoor unit(s) must be installed securely at the designated location(s) provided. All exposed pipes are to be laid in suitable conduits/ ducts and to be painted according to the colour of the exterior building façade.

20.29 To ensure that a proper layer of water proofing membrane is applied when changing floor tiles and/or wall tiles so as not to cause any leakage or condensation later, the water

proofing membrane must be folded up to a height of not less than 100 mm at the floor/ wall joint. The cost and expenses for making good any damage to the Common Property and/or adjacent Unit(s)/Parcel(s) as a result of the renovation works will be solely borne by the Occupier/Occupant of the Unit/Parcel concerned.

20.30 The bathroom flooring must not be tampered or altered to prevent seepage, except for the purposes of carrying out repairs or for renovation works, provided approval of the Management has been obtained and with approved method of installation.

20.31 The Management has the right to put a stop work order or to deny entry to renovation contractors and/or its agents whenever an investigation/inspection is required to be conducted in relation to ensuring that all guidelines are followed thoroughly, proper statutory certification(s) is/are being clearly and appropriately displayed and ensuring compliance with these House Rules.

20.32 Any renovation works found to be in progress without prior approval will be stopped immediately and the contractors will be ordered to leave the premises immediately.

20.33 The Occupier/Occupant shall instruct their contractors and/or his/her workers to adhere strictly to all the instructions and to co-operate with the Management staff and the security personnel.

20.34 The Occupier/Occupant who fails to comply may result in forfeiture of deposit, fine and deactivation of access cards.

20.35 RORO Bin Rental

i. RORO Bin only can place at the designated parking bay on weekday only. (Monday until Friday only).
ii. RORO Bin must properly cover with canvas before going off every day.
iii. RORO Bin must remove by Friday evening before 6pm, it will cause the deposit forfeited if failing to remove on time.
iv. The deposit shall be refunded in full amount after the RORO Bin removed and the placement area is in good and acceptable condition.
v. The contractor must place the canvas at the corridor from the unit until the lift area.
vi. The Contractor must keep the common area clean and tidy before they leave the premises.
vii. A fine of RM 50.00 will be charged for every occasion found.

21. COST, DEPOSIT, FINES AND PENALTIES

RULES AND REGULATIONS GOVERNING

21.1 VISITOR CAR PARK

(a) Car Park Rental fee - RM 150.00 per bay per month

(b) Overnight Parking Fee – FOC for 7 Nights, following nights will be charged at RM 10 per night.

21.2 VEHICLE ACCESS CARD

(a) Replacement of any lost, damaged and faulty cards – RM 100.00 per card.

(b) No additional card adds on allowed for vehicle access card.

21.3 INTERNAL/FACILITIES ACCESS CARD (MAGNETIC/PROXIMITY CARD)

(a) Replacement of any lost, damaged and faulty cards – RM 70.00 per card

(b) Maximum 1 additional card can be added/purchased on for internal/ facilities access card.

21.4 TOWING/CLAMPING/PENALTY

(a) Towing – Full towing charges per billing

(b) Fine for removal of clamping – RM 100.00 per vehicle

(c) Holding cost charge – RM 100.00 per day

21.5 FINES AND PENALTIES FOR BREACH OF HOUSE RULES

(a) Minimum – RM 100.00

(b) Maximum – RM 200.00

or based on replacement value Or any other amount to be determined at the General Meeting

21.5.1 KEEPING OF ANIMALS

(a) Fine – RM 200.00 (if cause annoyance or nuisance to other Occupier/Occupant)

(b) If notices are ignored – Deactivation of access card and/or removal of the pet by Management or authorities.

21.5.2 DEFAULT IN PAYMENT OF CHARGES/SINKING FUND

(a) Activation fee – RM 50.00 per card

21.5.3 LIABILITIES/DAMAGES

(a) Fine – Maximum RM 200.00 or based on replacement value

21.6 DEPOSIT FOR BOOKING OF COMMON FACILITIES

	Deposit (RM)	Usage Fee (RM)
Multipurpose Hall	100	200 (4Hours)
BBQ Area	100	50 per day
Nursery Room	-	1.50 per sqft
RORO Bin	300	-

21.7 DEPOSIT FOR RENOVATION WORKS

(a) Security Deposit – RM 1,000.00 (minor) RM 3,000.00 (major)

(b) Acceptable payment terms: Cheque and Online Transfer only.

(c) Admin fee of RM50.00 will be charged on top of major renovation and balance of Deposit is REFUNDABLE.

21.8 REFUNDABLE DEPOSIT FOR MOVING IN-OUT, DELIVERY OR DISPOSAL

(a) Security Deposit – RM 500.00

The rates are subject to review as and when deemed appropriate by the Management.

21.9 SECURE OPERATORS TO MANAGE NURSERY & ETC.

(a) Where applicable, manage, maintain and secure suitable operator for any common utilities, amenities and services in the common property, such as nursery, convenience store, cafeteria, and others to reasonable standards of safety and health for the convenience, comfort and enjoyment of the Occupiers/Occupants.

22. OTHER RULES AND REGULATIONS GOVERNING

The Occupiers/Occupants shall not at any time:

(a) make any alteration and/or tinting or renovation to the glass and structure of the walls and windows installed in the external walls of the said Unit/Parcel; make any alteration and/or renovation to the external facade of the Unit/Parcel; repainting to a different colour, changing of the colour and/or type of material to any part of the area is also strictly prohibited. Occupiers/Occupants found in breach of this rule shall bear the costs and expenses of restoring the particular part of the facade to its original condition;

(b) affix or fit any screens, stickers or signage of any kind, or to fix or install films on to the interior or exterior facade of the wall and windows of the Unit/Parcel;

(c) affix, install or place any objects on the brise solely sunshades within the Unit/Parcel;

(d) make any alteration or addition to the yard area of the said Unit/Parcel without the prior written approval of the Developer and the Management;

(e) hack off beams, shear walls, slabs or columns in the said Unit/Parcel;

(f) raise existing floor levels of the said Unit/Parcel, e.g. to split the level of any portion of the existing floor in the said Unit/Parcel by adding concrete platforms;

(g) install awnings or other sun-shading, satellite dishes television, radio antenna, laundry/ hanging cloths that is unsightly on the exterior or projections or devices outside the said Unit/Parcel;

(h) brick up or block up service ducts and/or pipes;

(i) install grilles at any common corridor outside the Occupiers/Occupants Unit/Parcel or encroach on any other Units/Parcels;

(j) install any appliances, apparatus or equipment which may in any way interfere with or adversely affect the functioning, use or enjoyment of any appliances, apparatus or equipment installed in any other Units/Parcels comprised in the Building and/or the said Land, without the prior written consent of the Management;

(k) repaint with different colours or re-locate any front or back doors and windows of the said Unit/Parcel;

(l) change the flooring outside the said Parcel or any other Parcel;

(m) neither install any floor tiles in the said Unit/Parcel nor install tiles or other floor covering on balcony or patio of the said Unit/Parcel, except with the prior written consent of the Management. Tiles or other floor covering selected by the Occupier/ Occupant for the balcony or patio of the said Unit/Parcel will be permitted PROVIDED it is adequately waterproofed and its colour, material and design are consistent with standards adopted by the Occupiers/Occupants;

(n) install any air-conditioners and compressors at the Common Property; and

(o) carry out other works, which the Management may from time to time decide against upon due notice being served on the Occupiers/Occupants.