

IMPLEMENTED THIS FIRST DAY OF SEPTEMBER 2020

**DEED OF MUTUAL COVENANTS**

**Between**

**SANTUARI PARK MANAGEMENT SDN. BHD.**

**AND**

**ALL OWNERS AND RESIDENTS**

**SANTUARI PARK PANTAI KUALA LUMPUR**

## RECITALS

- (A) Whereas several agreements (Agreements) made at various times between the Santuari Park Management Sdn Bhd (The Manager) and various individuals owning properties at the Project presently known as Santuari Park Pantai (collectively, the Parties) have been executed, including predecessor versions of this Deed, and are in force for mutual benefit.
- (B) Pursuant to said Agreements, the terms of this Deed may be varied from time to time.
- (C) The Parties are hereby bound to the terms of this Deed as provided herein.

### **It is agreed as follows:**

#### 1 DEFINITIONS & INTERPRETATIONS

##### 1.1 **Definitions in Sale Agreement**

Unless the context otherwise requires and save as specifically defined in this Deed, words and expressions defined in the Sale Agreement shall have the same meanings when used in this Deed.

##### 1.2 **Further Definitions**

The expressions in this Deed have the following meanings, unless the context requires otherwise:

**Approved Plans** means all those plans, drawings, elevations, specifications including building plans prepared by the Purchaser's Consultants and as approved by the Public Authorities together with the detailed completed versions of such plans, drawings, elevations, specifications and any alterations or additions to them required for the Building and approved by the Public Authorities;

**Building** means:

- (1) the residential building to be erected on the Lot in accordance with the Approved Plans as prepared by the Purchaser's Consultants and duly approved by the Public Authorities ("**Residential Building**"); and
- (2) such other structures including but not limited to guard house, pet or animal shelters, garage, shed, car porch, retaining walls, fences, pergolas, pits, trenches, drains, water features, compartments and any other fixtures or temporary or permanent improvements to the Lot;

**Building Plans** means:

- (1) such architectural plans, drawings and specifications drawn by the Purchaser's Consultant in relation to

the construction and erection of the Building and includes any variation as may from time to time be made by the Purchaser and approved in writing by the Public Authorities; or

- (2) such architectural plans, drawings, specifications drawn by the Purchaser's Consultant in the relation to the Renovation and includes any variation as may from time to time be made by the Purchaser and approved in writing by the Public Authorities;

<b>Business Day</b>	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Kuala Lumpur;
<b>By-Laws</b>	means the rules contained in this Deed and the rules and regulations and such other by-laws which the Manager may from time to time create or issue governing, restricting, regulating or relating to the use, occupancy, operation, appearance, maintenance and control of the Property, the Community Area, the Facilities and/or all such other matters as may be determined from time to time by the Manager and which is available for inspection at the registered office of the Manager upon request and such By-Laws may be revised, amended, varied, substituted or deleted by the Manager without any prior notice to the Purchaser;
<b>Community Area</b>	means each or any part of the Project from time to time which is not comprised in any individual lots sold or to be sold to purchasers and which has been identified as a community area within the Project for public recreation and enjoyment;
<b>Construction</b>	means the physical activity in relation to the construction and/or erection of the Building in accordance with the Construction Guidelines;
<b>Construction Application</b>	means an application made by the Purchaser to the Manager for the latter to issue the Letter Of No Objection To Construction;
<b>Construction Deposit</b>	means the sum of Ringgit Malaysia Twenty Thousand (RM20,000.00) only or such sum as may be determined by the Manager from time to time to be paid by the Purchaser to the Manager pursuant to the Construction Guidelines and this Deed;
<b>Construction Guidelines</b>	means the guidelines annexed in the <b>Second Schedule</b> relating to the construction, renovation, improvement landscaping and the carrying out of any works on or over any lots pursuant to any Letter Of No Objection and other

	<p>matters created or adopted by the Manager in respect of lots within the Project and a reference to the Construction Guidelines or any of them or any aspect of it shall be a reference to them as may be revised, amended, varied, substituted or deleted from time to time by the Manager without prior notice to the Purchaser;</p>
<b>Deed</b>	<p>means this written agreement and all the attachments, annexures and schedules hereto;</p>
<b>Development Order</b>	<p>means the development order required for the construction of the Building and duly issued by the Public Authorities;</p>
<b>Facilities</b>	<p>means such facilities as may be provided in the Community Area by the Manager at its sole discretion;</p>
<b>Homeowners Association</b>	<p>means the association which may be established pursuant to Clause 3.18 herein;</p>
<b>Individual Vacant Lots</b>	<p>means individual vacant lots held under separate individual issue documents of title comprised in the Project sold to purchasers for them to construct residential buildings on the individual lots in accordance with the Master Scheme</p>
<b>Letter of No Objection</b>	<p>means the letter of no objection issued by the Manager pursuant to this Deed comprising:</p> <p><b>Letter Of No Objection To Construction</b> means the letter of no objection to the Construction; and/or</p> <p><b>Letter Of No Objection To Renovation</b> means the letter of no objection to the Renovation;</p>
<b>Lot</b>	<p>means all that piece of land owned within the Project;</p>
<b>Maintenance Period</b>	<p>means the period ending 31st December 2021;</p>
<b>Manager</b>	<p>means <b>SANTUARI PARK MANagementsDN. BHD. (Company No. 676961-V)</b>, a company incorporated in Malaysia and having its registered office and place of business at Suite 7.05, 7<sup>th</sup> Floor, Wisma Central, Jalan Ampang, 50450 Kuala Lumpur and includes its successors in title and assigns;</p>
<b>Master Scheme</b>	<p>means the scheme of development for the Project as approved by the Public Authorities from time to time incorporating but not limited to the By-Laws, this Deed and restrictions at any time applicable to or proposed for the</p>

	Project, any other planning, development, control or review procedures which arise in respect of the Project, and as revised, amended, varied, substituted or deleted from time to time
<b>National Land Code</b>	means the National Land Code, 1965;
<b>Other Lots</b>	means the individual lots and Residential Homes other than the Lot comprised in the Project;
<b>Other Purchasers</b>	means the purchasers within the Project other than the Purchaser and shall include their heirs, personal representatives, executors, successors-in-title and permitted assigns;
<b>Parties</b>	means the Manager, the Proprietor and the Purchaser collectively, and “ <b>Party</b> ” means any of them;
<b>Project</b>	means the intended development project to be developed into a planned, regulated and exclusive residential estate in harmony with the existing natural landscape and environment, provisionally known as “Santuari Park Pantai”;
<b>Property</b>	means collectively the Lot and the Building including (if applicable) any Renovation effected thereon;
<b>Proprietor / Vendor</b>	means <b>GASING MERIDIAN SDN. BHD. (Company No. 286344-U)</b> , a company incorporated in Malaysia and having its registered office and place of business at Suite 7.05, 7 <sup>th</sup> Floor, Wisma Central, Jalan Ampang, 50450 Kuala Lumpur and includes its successors in title and assigns; the term “Proprietor” and “Vendor” may be used interchangeably
<b>Public Authorities</b>	includes: <ul style="list-style-type: none"> <li>(1) any government in any jurisdiction, whether federal, state, provisional, territorial or local;</li> <li>(2) any minister, department, officer, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested;</li> <li>(3) any non-government regulatory authority; and</li> <li>(4) any provider of public utility services, whether or not government owned or controlled;</li> </ul> and “ <b>Public Authority</b> ” means any one of them.
<b>Purchaser</b>	means the party or parties owning properties within the Project and shall include his heirs, personal representatives, executors, successors-in-title and permitted assigns;
<b>Purchaser’s Consultants</b>	means such suitably qualified firms of consulting architects,

consulting engineers, contractors, quantity surveyors or other professional consultants duly registered with their respective professional bodies and “**Consultant**” means any one of them;

<b>Purchaser’s Financier</b>	means the financial institution granting the Purchaser’s Loan to assist the Purchaser in the purchase of the Lot;
<b>Purchaser’s Loan</b>	means the credit facility(ies) to be granted by the Purchaser’s Financier to assist the Purchaser in the purchase of the Lot;
<b>Renovation</b>	means any addition to or alteration of the Building that departs from the Approved Plans and/or the Construction Guidelines in any form whatsoever and includes but is not limited to building or rebuilding, the repair or maintenance of, or the enlargement or extension of or the demolition or removal of the Building or Residential Home (as the case may be), structure, improvement or work on, in, over or under the Lot subsequent to vacant possession of the Lot being handed to the Purchaser;
<b>Renovation Application</b>	means an application made by the Purchaser to the Manager for the latter to issue the Letter Of No Objection To Renovation;
<b>Renovation Deposit</b>	means the sum of Ringgit Malaysia Twenty Thousand (RM20,000.00) only or such sum as may be determined by the Proprietor from time to time to be paid by the Purchaser to the Proprietor pursuant to the Construction Guidelines and this Deed;
<b>Residential Home</b>	means housing accommodation presently or to be erected within the Project
<b>Sale Agreement</b>	means the sale and purchase agreement made between the Proprietor of the one part and the Purchaser of the other part;
<b>Services</b>	means such services initially provided by the Manager more particularly specified in the <b>Third Schedule</b> annexed hereto, subject to such revision, changes and/or additions as may be decided by the Manager in its sole discretion without any prior notice to the Purchaser and the Other Purchasers;
<b>Transfer</b>	means the statutory transfer form (Form 14A) prescribed under the NLC to effect the transfer of the Lot from the Proprietor to the Purchaser;
<b>Vacant Possession Date</b>	means the date the Proprietor delivers vacant possession of the Lot to the Purchaser;

### 1.3 Interpretations

In this Deed, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

- (a) words denoting one gender include the other gender and words denoting the singular include the plural and vice versa;
- (b) words denoting persons include corporations, or other body corporate, partnership, association, Public Authority, two or more person having a joint or common interest, or any other legal or commercial entity or undertaking and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be;
- (c) words, phrases and definitions of which are given in the National Land Code 1965 shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this Deed;
- (d) where a word or phrase is given a defined meaning in this Deed any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (e) where a word or phrase indicates an exception to any of the provisions of this Deed, and a wider construction is possible, such word or phrase is not to be construed *ejusdem generis* with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Deed, such word or phrase is not to be construed, or to take effect, as limiting the generality of such provision;
- (f) any reference to a recital, sub-paragraph, paragraph, Clause, clause, schedule or Party is to the relevant recital, sub-paragraph, paragraph, Clause, clause, schedule or Party of, or to, this Deed and any reference to this Deed or any of the provisions hereof includes all amendments and modifications made to this Deed from time to time in force as mutually agreed by the Parties;
- (g) any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;
- (h) any reference to “pay”, or cognate expressions, includes payments made in cash or by way of cheques upon clearance (drawn on a bank licensed to carry on banking business under the provisions of the Banking and Financial Institutions Act 1989) or effected through inter-bank transfers to the account of the payee, giving the payee access to immediate available, freely transferable, cleared funds and the word “Ringgit Malaysia” and the abbreviation “RM” mean the lawful currency of Malaysia;
- (i) any reference to “writing”, or cognate expressions, includes any communication effected by telex, cable, facsimile transmission, electronic or other comparable means;
- (j) any reference to a date or time is a reference to that date or time in Malaysia;
- (k) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business day, then that period is to be deemed to only expire on the next Business day;

- (l) the Recitals and Schedules of and to this Deed shall have effect and be construed as an integral part of this Deed, but in the event of any conflict or discrepancy between any of the provisions of this Deed, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Deed, be resolved by:
  - (i) giving the provisions contained in the clauses of this Deed priority and precedence over the provisions contained in the Recitals and Schedules of and to this Deed; and
  - (ii) giving the provisions contained in the Schedules of this Deed priority and precedence over the provisions contained in the Recitals to this Deed; and
- (m) the headings and sub-headings in this Deed are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.

## **2 OBJECTIVES**

- (a) The Purchaser acknowledges that the Project is intended and planned by the Proprietor to be a well-planned, regulated and exclusive residential estate in harmony with the existing natural landscape and environment.
- (b) The Purchaser acknowledges that the terms and conditions of this Deed, the Construction Guidelines, the By-Laws and guidelines made from time to time by the Proprietor are meant to create and preserve the aesthetic value, exclusivity and beauty of the Project as a well-planned residential estate and to support and maintain such well planned development. The Purchaser accepts the conveyance of the Property and this Deed and agrees to adhere strictly to the terms and conditions of this Deed.
- (c) To realise the objectives of the Project, the Manager agrees to provide the Services during the Maintenance Period subject to the terms and conditions of this Deed.
- (d) For the avoidance of doubt, the provision of the Services during the Maintenance Period by the Manager is not to replace the duties and functions of the Public Authorities to provide the same but to enhance and complement those duties and functions.
- (e) The Manager has the sole discretion to revise, amend, vary, substitute or delete any part or all of the Services, Community Area and/or the Facilities provided or to be provided during the Maintenance Period.
- (f) In consideration of the Manager agreeing to provide the Services during the Maintenance Period, the Purchaser agrees to observe and be bound by the provisions of this Deed for the purposes of regulating the day to day use and enjoyment of the Property and the Community Area and the management and administration of the Master Scheme and the Project. The Purchaser shall cause all his lessee, tenant, servant, agent, licensee, visitor, guest and/or invitee to observe the provisions of this Deed when entering the Project.



### **3 BY-LAWS AND COVENANTS**

The Purchaser hereby covenants and agrees with the Manager and jointly and severally with the Other Purchasers to be bound by the By-Laws and covenants set out hereunder in respect of the use of the Property, the Facilities and the Community Area.

#### **3.1 Use of Property**

- (a) shall use the Property only for residential and dwelling purposes;
- (b) shall not use, or permit or suffer to be used, the Property, directly or indirectly, for any commercial and/or other purpose(s);
- (c) shall not use the Property in contravention of, or which will or may, infringe any laws, by-laws, rules or regulations whether imposed by law or any Public Authorities or by the Manager;
- (d) shall not use, or permit or suffer to be used, the Property for any offensive, illegal, unlawful or immoral purpose; and
- (e) shall not do or omit to do or permit or suffer to be done or omitted, anything which may be or become a nuisance to or give reasonable cause for complaint by any of the Other Purchasers, occupiers in the vicinity, the Manager.

#### **3.2 Dangerous Articles**

Shall not bring or keep upon, or permit or suffer to be brought or kept upon the Property, the Community Area and/or any part of the Project any articles of a specially combustible, inflammable, explosive, noxious and/or dangerous nature.

#### **3.3 Debris**

- (a) shall collect all rubbish, debris and/or other waste materials into refuse bags and/or containers prior to depositing the same into the designated refuse compartment in the Property;
- (b) shall not cause or permit or suffer any accumulation of dirt, rubbish, debris or other waste material in or about the Property; and
- (c) shall not deposit or throw upon any part of the Community Area or the Project any dirt, rubbish, debris and/or other waste materials.

#### **3.4 No obstruction or damage to roads, drains and landscaping**

- (a) shall not cause any obstruction in or on the roads or pathways adjacent to or leading to the Property, in any part of the Community Area or the Project by leaving or parking or permitting to be left or parked any vehicles whether belonging to or used by the Purchaser, his servants, agents, licensees, occupiers and/or invitees;
- (b) shall observe all regulations made by the Manager relating to the parking of such vehicles so as not to interfere with the use and enjoyment thereof by the Other Purchasers;
- (c) shall not cut, maim, divert, block, obstruct or in any way render the pipes, sewers and drains within the Community Area or the Project unserviceable or only partially serviceable or to leave the same in such a state of disrepair or neglect;

- (d) shall take such measures as may be necessary to ensure that any effluent discharged into the drain or sewers which belong to or are used for the Property in common with Other Lots will not be corrosive or in any way be harmful or cause any obstruction or deposit therein and shall make good all damage (if any) caused by the Purchaser, his servants, agents, licensees, occupiers and/or invitees; and
- (e) shall not leave and/or store any good(s), chattel(s) and/or vehicle(s) which may cause inconvenience or obstruction to others and/or which may result in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Community Area or the Project.

### **3.5 Non domestic Pets**

- (a) shall not keep and/or bring upon, or permit or suffer to be kept or brought upon, the Property any insects, reptiles, livestock, poultry and/or other animals whatsoever **PROVIDED ALWAYS THAT** common household pets such as dogs, cats, fish and birds may be brought upon and at all times kept within the Property or on a leash held by a person capable of controlling such pets.
- (b) no insects, reptiles, livestock, poultry or other animals which the Manager at its sole discretion determines to be an annoyance or obnoxious or may pose a danger to any person or property may be kept or brought upon the Property; and
- (c) shall not keep or bring upon the Property any common household pets, insects, reptiles, livestock, poultry or other animals for commercial purposes.

### **3.6 Auction or garage sale**

Shall not conduct or permit or suffer to be conducted in, on or about the Property, any part of the Community Area and/or the Project, any auction, garage sale and the like, save with the prior written consent of the Manager, which if given, may be given on or subject to such conditions as the Manager deems fit at its sole discretion.

### **3.7 Advertisements**

Shall not affix or display or erect, or permit or suffer to be affixed or displayed or erected on any part of the Property, the Community Area and/or the Project any placard, advertisement, banner, billboard or other sign of any kind or nature whatsoever.

#### **3.7A Noise**

Shall not permit or cause to be emitted any noise or sound from talking, singing or the playing of any games, musical or audio equipment or the use of any gramophone wireless, television or recording instrument or otherwise at such volume that may cause or in the opinion of the Manager be likely to cause a nuisance or annoyance to Manager or the Other Purchasers or occupiers of the Other Lots at all times particularly after 12.00 midnight.

### **3.8 Maintenance and appearance of Property**

#### **3.8.1 Aesthetic value**

- (a) shall ensure and maintain the aesthetic value, beauty or ambience of the Property; and
- (b) shall not hang clothes or other clothing apparel or anything whatsoever for airing or drying or other purpose whatsoever on any part of the Property where such clothes,

clothing apparel or other things may be visible from the front street serving the Property, or which may otherwise detract from the aesthetic beauty of the Property and/or the Project.

### **3.8.2 Aerials and air-conditioning units**

Shall ensure that any radio or television aerial or any other transmitting or receiving devices/apparatus or air-conditioning unit (or any part thereof) as may be affixed or attached to the exterior of the Property shall be discreetly affixed or attached or placed in a discreet and obscure position, so as not to detract from the aesthetic beauty of the Property or the Project.

### **3.8.3 Uniformity of appearance**

Shall maintain uniformity of the exterior or external appearance of the Property with the exterior or external appearance of the other houses in the Project.

Without limiting the generality of the foregoing, the Purchaser shall:

- (a) not paint the exterior of the Property (inclusive of the roof) in any colour which in the opinion of the Manager, may not or would not be in harmony with the general colour scheme suitable for the Project, or may detract from the aesthetic beauty of the Community Area or the Project.;
- (b) ensure that all fittings and structures protruding from or forming part of or affixed or attached to the exterior of the Property shall, in terms of colour, conform to the colour scheme selected, implemented or intended by the Manager as mentioned above;
- (c) ensure that any Construction, Renovation or modification of or to any part of the Property is carried out or implemented or effected in accordance with the Construction Guidelines and in a manner that ensures that the affected part of the Property would not appear substantially different from the general external appearance of the other properties in the Project and not detract in the Manager's opinion from the aesthetic beauty of the Property, the Community Area or the Project or which may otherwise not be in harmony with the other houses in the Project;
- (d) covenants not to effect any Construction, Renovation, alter or otherwise modify howsoever in any manner whatsoever any part of the exterior of the Property without first obtaining the Letter Of No Objection To Construction or the Letter Of No Objection To Renovation, as the case may be.

### **3.8.4 Automatic Gates**

If the Purchaser installs or causes to be installed any automatic gates to the Property, the Purchaser shall not demolish or alter the appearance or type of walls, structures and/or fences separating the Property from the Other Lots or street(s) serving the Property as may be constructed on or affixed by the Other Purchasers or the Proprietor.

### **3.8.5 Fences**

The Purchaser may replace the walls and fences as may be installed or affixed by the Proprietor on the boundaries of the Lot separating the Lot from the adjoining Other Lots and

Residential Homes, with other type of fences provided that such replacement fences are of the height, type, design and colour which is/are set out in the Construction Guidelines.

### **3.8.6 Maintenance**

Shall maintain:

- (a) all fences installed, constructed and/or affixed to and/or within the boundaries of the Property in good and substantial repair and condition;
- (b) the Property in a state of good and substantial repair and condition; and
- (c) the garden of the Property so as to keep it in harmony with the aesthetics of the overall development of the Project.

### **3.8.7 Radio and television transmission**

Shall not erect on the Property any radio or television transmission or reception antenna, apparatus or tower other than a satellite dish antenna measuring eighteen inches [18"] in diameter or smaller which may be installed on the rear side of the Property.

### **3.9 Plants in Community Area**

Shall not plant, grow, cultivate and/or maintain any plants, fauna/flora, trees, shrubs, bushes and/or any like vegetations in, on and/or about the Community Area and/or the Project except as approved by the Manager.

### **3.10 Manager's right of entry**

Shall permit the Manager with at least 24 hours prior notice being given to the Purchaser (except in the case of emergency as determined by Manager's sole discretion where no notice is required) to enter the Property with or without the Purchaser or any occupant present in the Property at the time of entry for the purpose of:

- (a) inspecting the Property for security reasons;
- (b) maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of the Other Lots, the Community Area and/or the Project; and/or
- (c) executing any work or doing any act necessary for or in connection with the performance of its duties or the enforcement of these By-Laws or other by-laws affecting the Master Scheme and/or the Project.

To give effect to this clause, the Purchaser agrees that Manager shall not be liable whatsoever for any loss or damage on the Property found by Manager or the Purchaser upon or after the Manager's entry into the Property.

### **3.11 Contravention of the law**

- (a) shall not do or suffer to be done any act matter or thing in or respecting the Property or the Community Area or the Facilities which will contravene any provisions of any Ordinance, Act, Enactment, Order, Rule, Regulation, By-Laws or hereafter affecting the same; and

- (b) shall at all times hereafter indemnify and keep indemnified the Proprietor and/or the Manager against all actions proceedings costs expenses claims and demands in respect of such act matter or thing done by the Purchaser in contravention of any of the provisions stated in paragraph (a) above. The Purchaser's liability pursuant to this indemnity shall be paid within *fourteen (14)* days from the Manager's notice for such payment failing which the Manager may in its sole discretion exercise all or any of the remedies available whether by the provisions herein or by statute or otherwise and shall be entitled to exercise such remedies concurrently against the Purchaser.

### **3.12 Compliance with the Public Authorities' order**

Shall forthwith carry out the work ordered by any Public Authorities in respect of the Property and shall pay all penalties, fees, assessments, charges and outgoings which are payable in respect of the Property.

### **3.13 Environmental protection**

Shall not, at any time:

- (a) do or cause anything to be done on the Property which would constitute a violation or contravention of the environmental laws; or
- (b) do or cause to be done anything on the Property which would result in any Public Authorities issuing any notice, direction or order and any person other than the Purchaser requiring any clean-up, decontamination, remedial action or making good under any of the environmental laws;

failing which the Manager may in its sole discretion exercise all or any of the remedies available whether by the provisions herein or by statute or otherwise and shall be entitled to exercise such remedies concurrently against the Purchaser.

### **3.14 Manager's right to claim for repairs**

Where the Manager performs at its sole discretion any repairs, works or acts which were substantially the liability or the responsibility of the owner of a respective lot or of the owners of some of the lots, any monies expended by the Manager in performing the repairs, works or acts shall:

- (a) in the case where the repairs, works or acts were substantially the liability or the responsibility of the owner of a respective lot only, be recoverable by the Manager if necessary in an action in a court of competent jurisdiction as a debt due to it jointly and severally from:
  - (i) the relevant owner of the lot at the time when the repairs, works or acts were performed; and/or
  - (ii) the relevant owner of the lot at the time when the action was commenced; or
- (b) in the case where the repairs, works or acts were substantially the liability of the owners of some of the lots, be recoverable by the Manager in a court of competent jurisdiction as a debt due to it jointly and severally from:-
  - (i) the relevant owner of each of such lots at the time when the repairs, works or acts were performed; and

- (ii) the debt payable by any owner and/or former owner in respect of any lot shall be apportioned according to the proportion the area of the lot bears to the total area of all those lots.

**3.15 Observations of the restrictions and obligations of this Deed by the Purchaser**

- (a) The restrictions, duties and obligations imposed by the By-Laws and covenants of this Deed shall be observed by the Purchaser, his family members, lessee, tenant, servant, agent, licensee, visitor, guest and/or invitee and all other persons in occupation of the Property.
- (b) The Purchaser, his family members, lessee, tenant, servant, agent, licensee, visitor, guest and/or invitee and all other persons in occupation of the Property is/are deemed to have notice of the covenants and By-Laws of this Deed.
- (c) In the event of any breach of the By-Laws and covenants of this Deed, the Purchaser shall be held liable therefor to the Other Purchasers, and the Manager.

**3.16 Subsequent purchaser to be bound by this Deed**

- (a) The Purchaser hereby covenants and undertakes with the Other Purchasers, and the Manager that in the event of any assignment, sale or transfer of the Property from the Purchaser to a subsequent purchaser, the Purchaser shall ensure that as a condition of such assignment, sale or transfer, the subsequent purchaser shall likewise covenant and undertake with the Manager to be bound by the covenants and conditions contained herein.
- (b) The Purchaser shall procure the subsequent purchaser to enter into a Deed of Mutual Covenants in the form of this Deed (as may be revised, amended, varied, substituted or deleted) to give effect to the foregoing provision.
- (c) If the Purchaser fails to observe the provisions of this Clause 3.16, the Purchaser agrees to indemnify the Proprietor and/or the Manager from any claims, suits, actions, prosecution, fines, loss, damage, costs (including but not limited to legal costs on a solicitor and client basis) or expenses howsoever incurred or suffered whether directly or indirectly by the Proprietor and/or the Manager up until the time when:
  - (i) the conveyance of the Property to the subsequent purchaser has been completed;
  - (ii) the subsequent purchaser has taken vacant possession of the Property;
  - (iii) the subsequent purchaser has entered into a deed of mutual covenants in the form similar to of this Deed with the Manager and/or such other document as the Manager shall require; and
  - (iv) the subsequent purchaser is a member of the Homeowners Association, if the same has been established.

### **3.17 Manager's discretion to vary amend or replace the By-Laws**

- (a) The Manager may in its sole discretion from time to time revise, amend, vary, substitute or delete the By-Laws.
- (b) The Manager may (but is not obliged) to advise the purchasers of any amendments, variations, deletion, creation, revision, substitution or adoption of the By-Laws prior to the same being effected.
- (c) A copy of the By-Laws as amended from time to time shall be available for inspection upon request at the management office of the Manager or at such other place as the Manager may nominate.

### **3.18 Homeowners Association**

- (a) The Manager may at its sole discretion at any time as it deems fit assist the purchasers within the Project to established a homeowners association to take over the functions of the Manager set out in this Deed upon fifty one percent (51%) of the lots comprised in the Project being transferred to the respective purchasers in accordance with their respective sale and purchase agreements with the Proprietor.
- (b) The Purchaser acknowledges that the Homeowners Association, if established and comprising the purchasers within the Project, constitutes the medium through which the purchasers including the Purchaser can actively participate or contribute towards the upkeep and maintenance of the Project as an exclusive community style residential estate.
- (c) The homeowners association if established herein shall be a mutual benefit society established under the Societies Act, 1966. The constitution or rules of the homeowners association shall contain provisions for all matters set out in Schedule II of the Societies Act 1966 and shall be in such form as approved by the Registrar of Society.

The Purchaser together with all the Other Purchasers shall become members of the homeowners association.

- (d) Upon the formation of the homeowners association:
  - (i) except for any rights and benefits accrued or herein specifically reserved to the Manager, the functions of the Manager set out in this Deed, particularly in relation to the provision of the Services, shall be taken over and assumed by the homeowners association;
  - (ii) the Manager shall deliver to the homeowners association all correspondence and contracts in respect of any assets purchased by the Manager, if any, for the enjoyment in common of all the other owners and occupiers residing within the Project;
  - (iii) the homeowners association may if it deems necessary collect from its members such charges or contributions for managing and maintaining the homeowners association, the provision of the Services including but not limited to the setting up of a maintenance and/or sinking fund for the Project; and

- (iv) the homeowners association may if it deems fit engage the Manager as independent contractors to provide the Services or other additional services and to upkeep and maintain the Project.
- (e) Upon the expiry of the Maintenance Period, the Manager is entitled at its sole discretion to revise, amend, vary, substitute or delete providing any part or all of the Services, Community Area and/or Facilities.
- (f) If the Homeowners Association is not formed by the Purchaser and the Other Purchasers upon the expiry of the Maintenance Period, and the Manager declines to continue managing the Project at its sole discretion, the Purchaser acknowledges that the residential estate will be maintained solely by the Public Authorities according to the authorities' general duties and standards of maintenance.

### **3.19 Common rights of Purchaser**

#### **3.19.1 Common rights**

The Parties agree that the Lot and the Other Lots are or will be sold together with:

- (a) the free right and liberty for the Purchaser, the Other Purchasers, and the Manager and all other persons having the like right and liberty to pass and re-pass with or without vehicles at all times and for all purposes whatsoever connected with the use and enjoyment of the Lot or the Other Lots along, over and upon those roads determined by the Manager at its sole discretion Provided That access from the Lot or the Other Lots to the main road shall be unhindered;
- (b) the full right and liberty to make all necessary connections and thereafter to use in a proper manner the drains, pipes, cables or wires laid or constructed by the Proprietor under or over the said roads for the purpose of the supply of water, electricity and telephone services, drainage of water from the boundaries of the Property, subject always to the approval of relevant Public Authorities; and
- (c) the right to lay and thereafter to use such drains, cables, pipes and wires over or under Other Lots as are necessary for the convenient servicing of the Property Provided That the connections, use and laying of the drains, pipes and wires:
  - (i) shall be reasonable; and
  - (ii) shall not in any way encroach on or affect the reasonable and comfortable use by the owners or occupiers of the Other Lots.

#### **3.19.2 Dispute**

- (a) Any dispute between the Purchaser and such owners or occupiers regarding the provisions of this Clause and this Deed shall be referred to and determined by the Manager or its appointed agent.
- (b) The Purchaser hereby agrees and undertakes to accept and comply with the decisions and directions of the Manager or its appointed agent, reserving nevertheless to the Proprietor and/or the Manager and the Other Purchasers and all others to whom the Proprietor and/or the Manager may grant or have already granted similar rights of way and drainage and for making the connections as aforesaid, the right to construct, lay and use any drains, pipes, cables and wires over or under the said roads at the



boundaries of the Property which the Proprietor and/or the Manager or such others may consider necessary for the purpose of serving other buildings erected or to be erected on the Other Lots comprised within the Project and to make all necessary connections.

- (c) The decision of the Proprietor and/or the Manager or its appointed agent shall be final and binding on the Purchaser.

### **3.19.3 Damage**

Any damage whatever caused by any act or omission of the Purchaser to the roads, drains, cables, pipes and wires laid or constructed by the Proprietor and/or the Manager shall be repaired at the Purchaser's sole costs and expenses to the Proprietor's and/or the Manager's satisfaction.

## **4 CONSTRUCTION GUIDELINES**

### **4.1 Rules and regulations for Construction**

4.1.1 The Purchaser of Individual Vacant Lots covenants that:

- (a) the Construction of the Residential Building shall commence within 60 months from the Vacant Possession Date;
- (b) the Construction of the Residential Building shall be completed within 36 months from the day the Construction started or from the expiry of the 60 months from the Vacant Possession Date whichever is the earlier;
- (c) the design of the Building shall not in any way contravene the design schemes provided by the Manager in the Construction Guidelines; and
- (d) the Construction shall be carried out between the hours of 9.00 a.m. to 5.00 p.m. on Mondays to Fridays. No Construction shall be carried out on Saturdays, Sundays or any other public holidays.

4.1.2 The Purchaser will at his own cost and expense ensure that the Purchaser's contractor including the servants or agents of the contractor or other person(s) so engaged or entrusted by the Purchaser to undertake the Construction will not in any manner whatsoever:

- (i) cause any damage to the roads, drainage, sewerage, pipes, cables or any other structures or items constructed, erected or provided by the Proprietor within the Project;
- (ii) store or keep any building materials, machinery or equipment outside the Property on any part of the Project;
- (iii) erect any workers' quarters or store on any part of the Project;
- (iv) block any road or backlane within the Project; and/or
- (v) deposit or dump or allow any accumulation of any waste or other materials on any part of the Project.

4.1.3 Prior to the commencement of the Construction, the Purchaser shall:

- (a) obtain the Letter Of No Objection To Construction from the Manager;

- (b) obtain all necessary written permits, approvals, exemptions and/or waivers from the relevant Public Authorities for the Construction;
- (c) obtain the Approved Plans for the Construction;
- (d) at least one (1) week prior to the commencement of the Construction, furnish the Manager details of the contractor including the servants or agents of the contractor or other person(s) so engaged or entrusted by the Purchaser to undertake the Construction. The details to be furnished as aforesaid shall include the respective names, identity cards numbers, vehicles' registration numbers and such other additional information required by the Manager; and
- (e) pay to the Manager the Construction Deposit or such other sums as the Manager may at its sole discretion determine from time to time.

4.1.4 The Purchaser shall comply with all laws, regulations, orders, rules, guidelines, By-Laws, the conditions (if any) of all permits, approvals, exemptions or waivers obtained by the Purchaser in connection with the Construction.

4.1.5 Notwithstanding anything to the contrary express or implied in this Deed, the Purchaser covenants and agrees that no Construction (or any part thereof) may be carried out, effected or implemented by, on behalf of or for the Purchaser if such Construction would result in or lead to causing a breach of the Construction Guidelines or the By-Laws.

## **4.2 Rules and regulations for Renovation**

4.2.1 The Purchaser of Individual Lots and/or Residential Homes covenants that:

- (a) the Purchaser shall not carry out any Renovation whatsoever on or within the Building until after the issuance of a certificate of fitness for occupation/certificate of practical completion and compliance for the Building; and
- (b) the Renovation shall be carried out between the hours of 9.00 a.m. to 5.00 p.m. on Mondays to Fridays. No Construction shall be carried out on Saturdays, Sundays or any other public holiday.

4.2.2 The Purchaser will at his own cost and expense ensure that the Purchaser's contractor including the servants or agents of the contractor or other person(s) so engaged or entrusted by the Purchaser to undertake the Renovation will not in any manner whatsoever:

- (i) cause any damage to the roads, drainage, sewerage, pipes, cables or any other structures or items constructed, erected or provided by the Proprietor within the Project;
- (ii) store or keep any building materials, machinery or equipment outside the Property on any part of the Project;
- (iii) erect any workers' quarters or store on any part of the Project;
- (iv) block any road or backlane within the Project; and/or
- (v) deposit or dump or allow any accumulation of any waste or other materials on any part of the Project.

4.2.3 Prior to the commencement of the Renovation, the Purchaser shall:

- (i) obtain the Letter Of No Objection To Renovation from the Manager;

- (ii) obtain all necessary written permits, approvals, exemptions and/or waivers from the relevant Public Authorities for the Renovation;
- (iii) if applicable, obtain the Approved Plans for the Renovation;
- (iv) at least one (1) week prior to the commencement of the Renovation, furnish the Manager details of the contractor including the servants or agents of the contractor or other person(s) so engaged or entrusted by the Purchaser to undertake the Renovation. The details to be furnished as aforesaid shall include the respective names, identity cards numbers, vehicles' registration numbers and such other additional information required by the Manager; and
- (v) pay to the Manager the Renovation Deposit or such other sums as the Manager may at its sole discretion determine from time to time.

4.2.4 The Purchaser shall comply with all laws, regulations, orders, rules, guidelines, By-Laws, the conditions (if any) of all permits, approvals, exemptions or waivers obtained by the Purchaser in connection with the Renovation.

4.2.5 Notwithstanding anything to the contrary express or implied in this Deed, the Purchaser covenants and agrees that no Renovation (or any part thereof) may be carried out, effected or implemented by, on behalf of or for the Purchaser if the Renovation would result in or lead to causing a breach of the Construction Guidelines or the By-Laws.

### **4.3 Construction Deposit And Renovation Deposit**

4.3.1 The Construction Deposit and Renovation Deposit paid to the Manager shall be refunded to the Purchaser, free of interest, after the completion of the Construction and/or Renovation respectively provided that:

- (a) all debris and other materials from or relating to the Construction and/or Renovation have been duly and properly removed by the contractor or other person(s) engaged or entrusted by the Purchaser to do so; and
- (b) the Purchaser has observed and complied with the By-Laws or terms of this Deed or rectified any breach thereof, if any, whichever shall be the later.

4.3.2 The Manager has absolute liberty to use the whole or part of the Construction Deposit and/or Renovation Deposit in or towards remedying any breach by the Purchaser of the Construction Guidelines, the By-Laws and all other covenants or undertakings under this Deed.

4.3.3 Any act and omission of the Purchaser's contractor or other person(s) engaged or entrusted by the Purchaser for the Construction or Renovation is deemed and treated as the Purchaser's own act and omission.

4.3.4 If the Construction Deposit and/or Renovation Deposit is not sufficient to pay for the costs and expenses incurred or expended or payable by the Manager in remedying any breach by the Purchaser, the Purchaser shall immediately on demand pay to the Manager such additional amount as may be required by the Manager.

### **4.4 Construction Application and/or Renovation Application**

- (a) The Manager may, at its sole discretion, determine any of the following matters:

- (i) the compliance or non-compliance with the provisions of the Master Scheme of any Construction Application and/or Renovation Application submitted to it;
  - (ii) any conditions or requirements under the Construction Guidelines to be complied with;
  - (iii) any amendments to the Master Scheme which, in the opinion of the Proprietor and/or the Manager, may be necessary or desirable for the operation, improvement or efficacy of the Master Scheme; and
  - (iv) any other matters concerning the Property or the Master Scheme.
- (b) The decision made by the Proprietor and/or the Manager shall be final, conclusive and binding on the Purchaser.

#### **4.5 Release against actions, claims, suits, etc.**

- (a) The Purchaser hereby releases the Manager from all actions, claims, suits, demands, losses, damages, charges, costs and expenses (including but not limited to legal expenses on a solicitor and client basis) of any kind whatsoever in relation to or arising out of the non-issuance, issuance or the imposition of any condition on the Letter Of No Objection.
- (b) The Purchaser acknowledges that in issuing the Letter Of No Objection, the Manager is not endorsing in any way whatsoever the soundness, integrity or compliance of the Building Plans or any other plans in connection with the Construction and/or Renovation with any laws, regulation, rules, guidelines of the Public Authorities. The Purchaser warrants that Purchaser is fully responsible and liable for any deviation breach or non-compliance of any laws, regulation, rules, guidelines as issued or given by the Public Authorities from time to time in connection to the Construction and/or the Renovation.
- (c) The Purchaser acknowledges that the Construction Application and/or the Renovation Application is submitted to the Manager for the Manager to maintain the Project as a well-planned, regulated, aesthetic and exclusive residential estate.

#### **4.6 Amendments to Construction Guidelines**

The Purchaser hereby covenants and undertakes with the Manager that the Purchaser shall comply with the provisions of the Construction Guidelines as may be revised, amended, varied, substituted or deleted by the Manager from time to time.

### **5 COMMUNITY AREA, FACILITIES AND SERVICES**

#### **5.1 Enjoyment of Community Area and Facilities**

The Purchaser and the Other Purchasers, their lessees, tenants, licensees, employees, occupiers, invitees and guests are entitled to use and enjoy the Community Area and/or the Facilities **PROVIDED ALWAYS** that the Manager shall have the right to vary, replace or discontinue the use of the Community Area and/or the Facilities at any time as it deems fit.

## **5.2 Proprietor's and/or the Manager's right to use Community Area and/or Facilities**

The Proprietor and/or the Manager is entitled to use the Community Area to conduct marketing and sales activities, maintain models and sales and customer services offices and put up advertising signs.

## **5.3 Maintenance of Community Area and/or Facilities**

- (a) Subject to the Purchaser and the Other Purchaser strictly adhering to the terms of this Deed, the By-Laws or the law for the time being in force, the Manager agrees to provide the Services during the Maintenance Period or such additional period as the Manager may in its sole discretion determine, for the benefit of all purchasers within the Project.
- (b) The Purchaser acknowledges that in agreeing to provide the Services during the Maintenance Period and any additional period, the Manager is not responsible or liable whatsoever for any injury, accident, damage, theft, robbery including loss of life happening within the Community Area or any part of the Project howsoever caused or occurring.

## **5.4 Proprietary right over the Community Area and/or the Facilities**

The Purchaser shall not have any proprietary rights over the Community Area and/or the Facilities.

## **5.5 Assignment of Obligation to Maintain the Community Area and/or the Facilities**

- (a) The Manager shall have the absolute right and liberty at any time to completely assign all or any parts of its obligation under this Deed to maintain the Community Area or the Facilities to any other party or corporation as the Manager may in its sole discretion deem fit.
- (b) Notwithstanding the generality of the foregoing the Manager reserves the rights at any time to surrender all or any part of the Community Area to the homeowners association as set out in Clause 3.18 or to the Public Authorities in such manner as the Manager deems fit and shall not in any way be liable to the Purchaser in such event.

## **5.6 Provision of Services**

### **5.6.1 Approval of Public Authorities**

- (a) Subject to the Purchaser observing strictly the terms of this Deed, the Manager agrees to provide the Services for the Project during the Maintenance Period.
- (b) The Manager shall be under no obligation to provide the Services unless and until the Manager shall have obtained all approvals from the relevant Public Authorities which are required by law to be obtained or which the Manager considers expedient or advisable to obtain (collectively "**the Approvals**")
- (c) If any of the Approvals shall not be granted, or shall be withdrawn by the relevant Public Authorities, or shall lapse for any reason whatsoever, the Manager shall not be obliged to provide or shall be entitled to cease providing the Services (or any part

thereof) without any liability whatever to the Purchaser, it's lessees, tenants, servants, agents, licensee and guests and the Other Purchasers.

#### **5.6.2 Appointment of agents**

- (a) The Manager shall be entitled to appoint an agent(s) in connection with the provision of the Services (or any part thereof).
- (b) Notwithstanding the generality of the foregoing, the Manager reserve its right at any time to surrender all or any part of the provision of the Services to the homeowners association as set out in Clause 3.18 and/or the Public Authorities in such manner as the Manager deems fit and shall not in any way be liable to the Purchaser or the Other Purchasers in such event.

#### **5.6.3 Security services**

The Purchaser hereby expressly acknowledges and agrees that the provision of security forming part of the Services is intended to maintain a general security presence within the Project but is not intended to be or warranted as a guarantee or assurance or representation by the Manager of security for or within the Project. Accordingly, the Purchaser hereby agrees that notwithstanding anything to the contrary, express or implied, in this Deed, neither the Manager nor its servants and/or agents shall be liable to the Purchaser or the Purchaser's servants, agents, lessees, tenants, licensees, invitees, visitors, occupiers or any other person or persons in, on or about the Property or the Project, for any injury, loss (including loss of life) or damage whatsoever to their person or property within, on or about the Property or the Project, whether by reason or as a consequence of or arising from or in connection with any criminal act (including but not limited to theft, burglary, robbery) or other act whatsoever and howsoever occurring or committed within, on or about the Property or the Project whether as a result of or arising from or by reason of any negligent or other act or omission by the Manager or its servants, agents or licensees in or in connection with the provision of security or other Services (or any part thereof) or otherwise whatsoever.

#### **5.6.4. Suspension, termination or discontinuance of Services**

Notwithstanding anything to the contrary herein contained, the Manager shall be entitled without any liability to the Purchaser or any other person, to delay, withhold, suspend, terminate or discontinue from time to time and for any period of time the provision of the Services (or any part thereof) for any reason or in or under any circumstances whatsoever. The Purchaser agrees that the Manager shall not in any circumstances whatsoever be liable to the Purchaser(s) in the event the Manager is or shall be or become unable to provide, delays in, withholds, suspends, terminates or discontinues the provision of the Services (or any part thereof).

## **6 COSTS FOR SERVICES AND MAINTENANCE OF COMMUNITY AREA**

### **6.1 Provision by Proprietor**

- (a) For the purpose of the Project, the Proprietor has agreed in good faith to provide the Services during the Maintenance Period and shall bear the expenses for the same in

consideration of the Purchaser and the Other Purchasers strictly observing and abiding to the terms of this Deed.

- (b) If the Homeowners Association as set out in Clause 3.18 shall appoint the Manager to continue to provide the Services after the Maintenance Period, the Manager is at liberty to render its services at such fees and cost to be mutually agreed between the parties and to establish and maintain such fund(s) and account(s) as the Manager deems fit for the purpose of the appointment.

## **7 INDEMNITY**

- (a) Notwithstanding the terms of this Deed, the Purchaser shall observe and perform all the stipulations and covenants in respect of the Property.
- (b) The Purchaser shall at all times keep harmless and indemnify the Proprietor and/or the Manager against any action, suits proceedings, claim, demands, fines, penalties, costs and expenses (including but not limited to legal costs on solicitors and client basis) which may be brought or made against or incurred by the Proprietor and/or the Manager by reason or on account of:
  - (i) the default or non-observance of any statutes, regulations or By-Laws or of all or any of the stipulations and covenants in this Deed; or
  - (ii) causing any loss and/or damage of any kind whatsoever to the Proprietor and/or the Manager, the Community Area or the Other Lots or any properties erected or found thereon; or
  - (iii) causing personal injury to or death of any person arising in any way whatsoever including but not limited to any event arising out of or in the course of or by reason of any works carried out by the Purchaser or his lessees, tenant, servants, agents, licensees, visitors guests occupiers and/or invitees on the Property or in the use of the Property.

## **8 DEFAULT BY PURCHASER AND REMEDIES**

### **8.1 Enforcement of this Deed**

This Deed has the effect of a contract:

- (a) between the Purchaser and the Proprietor and the Manager;
- (b) between the Purchaser and each other purchaser

under which each of the above named agrees to observe and perform the provisions of this Deed in force for the time being so far as these provisions are applicable to the person.

Notwithstanding the provision of this Deed, the Manager may at its sole discretion decide whether to take any action, suit or claim against the Purchaser and/or the Other Purchasers for breach of any provisions of this Deed irrespective of whether the Manager is requested to do so by the Purchaser and/or the Other Purchasers.

### **8.2 Default by Purchaser**

If the Purchaser:

- (a) contravenes any provisions of any ordinance, act, enactment, order, rule, regulation or By-Laws;
- (b) fails to comply with any of the Public Authorities' notice(s) in respect of the Property;
- (c) commits or threatens to commit any breach of the terms and conditions contained in this Deed or fails to perform or observe all or any of the Purchaser's covenants herein contained; or
- (d) commits any act, negligence or omission which results in the Manager incurring any liability or expenses in respect of maintenance, repair, renovation or replacement of any damages caused by the Purchaser to the Community Area or the Facilities or property of the Manager or any part thereof,

the Manager may, in its sole discretion, take any of the actions against the Purchaser as provided in Clause 8.3 or Clause 8.4 or by the provision of statute or otherwise and shall be entitled to exercise such remedies concurrently against the Purchaser.

### **8.3 Consequences of default**

If the Purchaser commits any event of default as stated in Clause 8.2, the Manager may, in its sole discretion:

- (a) withhold or suspend the use of the Facilities and/or the Services at the Manager's sole discretion without being liable whatsoever to the Purchaser for doing so;
- (b) suspend all or any rights and privileges of the Purchaser for a specified period without in any way relieving the Purchaser of his obligations under this Deed including but not limited to the obligations to observe any terms of this Deed;
- (c) withhold any consents required of the Manager;
- (d) enforce any restriction which may include but shall not be limited to the withholding of the issuance of car and/or motor vehicle entry sticker(s) and invalidating the existing car and/or motor vehicle entry sticker(s);
- (e) recover from the Purchaser any amount expended or liability incurred by the Manager where such expenditure or liability relates to results from the damage to the Community Area and/or the Facilities and/or the property of the Manager or any part thereof arising out of any negligent act or omission of the Purchaser; and/or
- (f) proceed with legal action to recover any arrears owing to the Manager together with interest thereon.

### **8.4 Manager's right to seek relief**

The Manager may take whatever action it considers appropriate to seek relief in respect of any breach by any Purchaser of this Deed including but not limited to: -

- (a) injunctive relief;
- (b) declaratory relief; and/or
- (c) recovery of damages

and shall be entitled to seek such relief concurrently against the Purchaser in an action in a court of competent jurisdiction.



## **8.5 Late payment**

- (a) If the Purchaser shall for any reason whatsoever, fails, omits, neglects or refuses to pay in full any amount owing and outstanding to the Manager within the time stipulated in the notice to the Purchaser to pay the amount outstanding, the Purchaser shall pay to the Manager interest on such unpaid sum at the rate of ten per cent (10%) per annum or such other rate as may be determined by the Manager in its sole discretion from the date such payment is due until the date of payment.
- (b) Nothing herein contained shall prejudice the rights of the Manager under Clause 8.3 or Clause 8.4 of this Deed or any of the remedies available under this Deed or by statute or otherwise and shall be entitled to exercise such remedies concurrently to recover all sums due and owing from the Purchaser.

## **8.6 Act of omission of the Purchaser's agents shall be Purchaser's liability**

For the purpose of determining whether there has been any breach of the provision of this Deed by the Purchaser, the acts or omissions of the Purchaser's lessees, tenants, guests, visitors, occupiers, agents or invitees shall be deemed to be the acts or omission of the Purchaser.

## **9 EXCLUSION OF LIABILITY**

### **9.1 Force Majeure**

The Manager shall not be liable to the Purchaser for any failure to fulfil any terms of this Deed if such fulfilment is delayed hindered or prevented by any event of force majeure including but not limited to acts of God, strikes, lockout, riots, civil commotion, acts of war, general chaos, inclement weather, land slides, land slips, flood, earthquake, erosion of the Property or failure to obtain any necessary sanction or approval of any local or other Public Authorities, movement control orders, restrictions and regulations imposed any Public Authorities or any other circumstances of whatsoever nature beyond the control of the Manager.

### **9.2 Accidents and any criminal act**

- (a) The Manager shall not be liable for any accidents, happening, injuries, loss (including loss of life), liability or damages which may be suffered by the Purchaser or Property whether arising from or in connection with any criminal (including but not limited to theft, burglary, robbery) or other act whatsoever and however occurring or committed within, on or about the Property or the Project.
- (b) The Manager, its officers and employee shall not be liable or responsible whether as guardian, guarantor or insurer of the health, safety or welfare of the Purchaser, the Purchaser's family members, guests, tenants, lessees, agents, servants, contractors, sub-contractors, licensees or invitees, occupant or user of any part of Project or for any property of any such person. In addition thereto, the Manager is not liable or responsible for any negligence, act or omission by any party howsoever caused or occurring within any part of the Project.

### **9.3 Manage and maintain Community Areas and/or the Facilities**

This Deed is enforceable by the Manager to govern or regulate the use of the Community Areas and/or the Facilities. This Deed is to be interpreted and enforced for the sole purpose

of enabling the Manager to provide the Services during the Maintenance Period and maintain the objective of the Project.

#### **9.4 Compliance with rules and laws**

For the avoidance of doubt, the Purchaser agrees that the Manager is not empowered or required to act as an entity which ensures or enforces compliance with the laws of Malaysia in general and the rules, regulations and laws of the State of Wilayah Persekutuan in particular or the prevention of tortious activities and the Purchaser shall not hold the Manager liable for any tortious or criminal activities, damage or loss happening within the Project.

### **10 SUB-DIVISION**

#### **10.1 Sub-division of the Lot**

- (a) The Purchaser is allowed to subdivide the Lot provided that:
  - (i) the title is registered in the Purchaser's name;
  - (ii) the relevant application for subdivision of the Lot is made by the Purchaser to the Public Authorities in accordance with the National Land Code; and
  - (iii) the written approval of the Public Authorities for the subdivision is obtained and any condition attached to thereto is fulfilled fully by the Purchaser.
- (b) The Purchaser shall obtain all plans, written consents or any other documents required by the Public Authorities to accompany the application for the subdivision of the Lot.
- (c) The Purchaser shall pay fully all fees, cost and expenses in connection with the application of the subdivision of the Lot.
- (d) All sub-divided lots are bound by the provisions of this Deed. If the Purchaser assigns, sells or transfers the sub-divided lot from the Purchaser to a subsequent purchaser, the Purchaser shall cause and procure the subsequent purchaser to enter into a Deed of Mutual Covenants in the form of this Deed (as may be revised, amended, varied, substituted or deleted).

### **11 MISCELLANEOUS**

#### **11.1 Waiver**

Knowledge or acquiescence by the Manager of any breach of the conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such conditions or covenants or any of them and, notwithstanding such knowledge or acquiescence, the Manager shall be entitled to exercise its rights under this Deed and to require strict performance by the Purchaser of the terms and conditions herein.

#### **11.2 Time**

Time wherever mentioned herein shall be of the essence of this Deed.

### **11.3 Costs**

The Proprietor shall bear the stamp duties, fees, disbursement and solicitors' fees incurred in connection with the preparation of this Deed but the Purchaser shall bear their own solicitors' fees, if any.

### **11.4 Notices**

#### **11.4.1 Delivery of Notices**

A notice or other communication including, but not limited to, a request, demand, consent or approval to or by a Party to this Deed:

- (a) must be in legible writing and in English, addressed as shown below:
  - (i) if to the Manager, to its registered offices stated in this Deed;
  - (ii) if to the Purchaser, to the last known address of the Purchaser or to the last known electronic mail address provided by the Purchaser;
  - (iii) where there is more than one (1) Purchaser, to any one of the Purchasers in accordance with (ii) above whereby such notice shall be deemed and sufficient notice on the other Purchasers;
  - (iv) if to the Proprietor, to its registered offices stated in this Deed;
- (b) is deemed to be given by the sender and received by the addressee:
  - (i) if by delivery in person, when delivered to the addressee ;
  - (ii) if by post, 5 Business Days from and including the date of postage; or
  - (iii) if by facsimile transmission, with the receipt of a transmission confirmation slip indicating that the notice has been transmitted in its entirety to the receiver's facsimile number, but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is deemed to be given at 9.00 am on the next Business Day; and
- (c) can be relied on by the recipient and the recipient will not be liable to any other person for any consequences of that reliance if the recipient believes it to be genuine, correct and duly authorised by the sender.

#### **11.4.2 Change in address**

Any change of address by any Party shall be communicated to the other Party with such communication properly acknowledged receipt by the other Party.

### **11.5 Severability**

Any term, condition, stipulation, provision, covenant or undertaking in this Deed which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions of this Deed.

### **11.6 Amendment or variation**

No amendment of, or addition to, the provisions of this Deed shall be binding or effective unless it is in writing signed by all the Parties.

**11.7 Date of this Deed**

Irrespective of the different dates of execution of this Deed by each of the Parties, this Deed shall take effect on the date first written in this Deed.

**11.8 Law**

This Deed shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the Malaysian Courts.

**11.9 Successors-in-title and assigns bound**

This Deed shall be binding on the successors-in-title and assigns of the Proprietor and/or the Manager and the heirs, personal representatives, executors, successors-in-title and assigns of the Purchaser.

**11.10 Schedules**

All Schedules hereto shall be taken read and construed as an essential part of this Deed.

## **SECOND SCHEDULE**

(which is to be taken read and construed as an essential part of this Deed)

Construction Guidelines

### THIRD SCHEDULE

(which is to be taken read and construed as an essential part of this Deed)

#### Services

1.	Management Office <ul style="list-style-type: none"><li>• Maintenance, control and management of Facilities</li><li>• Maintenance, control and management of Community Area</li></ul>
2.	Security <ul style="list-style-type: none"><li>• Perimeter Fencing</li><li>• Monitoring system</li><li>• 24 hour security guards</li><li>• Communication channel to management office</li><li>• Access card or other security access</li></ul>
3.	Landscaping of Community Area
4.	Collection of refuse
5.	Cleaning of public drains within the Project

## SECOND SCHEDULE

### CONSTRUCTION GUIDELINES

#### (SANTUARI PARK PANTAI)

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#### **1. LETTER OF NO OBJECTION BEFORE COMMENCEMENT OF CONSTRUCTION AND/OR RENOVATION WORK**

- a) The Purchaser shall not make any construction, additions, alterations or renovation works to the Lot, or the plumbing and electrical installation for the Lot without having first obtained the Letter Of No Objection from the Manager.
- b) All such construction, repairs, additions, alterations or renovation works to the Lot shall be carried out in accordance with the plans approved by the relevant public authorities and with any rules, by-laws, guidelines issued from time to time by the public authorities.
- c) The Purchaser shall obtain the Letter Of No Objection from the Manager prior to the submission of any plans for the construction or renovation of the Building on the Lot to the Public Authorities (if required). The Purchaser shall submit to the Manager the following documents and proposed plans showing:-
  - i) A site plan showing the layout of the Building relative to site boundaries clearly indicating the existing and proposed construction, additions alterations or renovation works, any changes from existing levels to finished levels. Setback dimensions to all boundaries must also be clearly indicated;
  - ii) All elevations and sections of the Building and retaining structures (if any) for construction and/or indicating the existing and proposed additions alterations or renovation works including existing and finished ground level adjacent to the Building, and along the line of the adjoining site boundary. The dimension of the floor to floor height, ceiling height, roof pitch and overhang must also be clearly indicated;
  - iii) Any other matter which the Manager considers relevant for the purpose of giving the Letter of No Objection.
- d) The Manager may require such alterations, deletions, revisions, variations or amendments to be made to the Purchaser's building plans to ensure that the Building is constructed or renovated in harmony with the general appearance and architectural language of the overall development or the residential estate.
- e) Upon obtaining the approval of the Public Authorities to the Purchaser's revised building plans and all other relevant plans required by the Public Authorities, the Purchaser shall forthwith forward to the Manager a set of the Purchaser's revised building plans as approved by the Public Authorities and shall inform and keep the Manager duly informed of all ongoing matters in relation to the commencement of the on-site renovation works of the Building.

## **2. POLICIES GOVERNING CONSTRUCTION AND/OR RENOVATION WORK**

a) In addition to Item 1(c), the Purchaser:

i) If he/she intends to carry out construction work shall fill in **Construction Works Application Form (CWA-1)**, available from the Manager, that requires the following information where applicable:

- Architectural plan showing the proposed construction [please also refer to Item 1(c) (i), (ii)];
- Water proofing systems to be used for the Property;
- Positions where ram setting of concrete nails may be required;
- Name and contact information of consultants or architects / designers involved with the proposed construction works;
- Name and contact information of contractors and/or suppliers involved with the proposed construction works; and
- Date of intended commencement of the construction works and the exact time frame agreed by the contractors for the completion of such works by submitting a proper work programme.

ii) If he/she intends to carry out renovation work shall fill in a **Renovation Works Application Form (RWA-1)**, available from the Manager, that requires the following information where applicable:-

- Architectural plan showing the proposed repairs, additions, alterations or renovation versus existing as-built approved building plan [please also refer to Item 1(c) (i), (ii)];
- Air-conditioning plans showing the proposed additions alterations to existing as-built approved systems;
- Water proofing systems to be applied where the repairs additions, alterations renovations affect the existing water proofing system already installed in the Building;
- Positions where ram setting of concrete nails may be required;
- Name and contact information of consultants or architects / designers involved with the proposed renovation works;
- Name and contact information of contractors and/or suppliers involved with the proposed renovation / installation works; and
- Date of intended commencement of such renovation works and the exact time frame agreed by the contractors for the completion of such works by submitting a proper work programme.



- b) Upon receiving the application **Form CWA-1** or **Form RWA-1**, the Manager will check the information on the proposed construction or renovation works and if it is satisfied that the works are in harmony with the overall objectives of the Project, the Manager will issue a Letter of No Objection subject to the following conditions being met by the Purchaser:
  - i) Adhere strictly with the Deed of Mutual Covenants and the Construction Guidelines on but not limited to construction deposit, renovation deposit, construction and/or renovation limits, excessive noise and conduct of contractors, security checks, security passes, packing and crating materials and/or working hours.
  - ii) Submit a list of names of all companies and persons who will need to apply for service access cards from the main guard house to enter the Property.
  - iii) Comply with the approved working days and hours allowed for such works as provided in the Deed of Mutual Covenants.
  - iv) Require the Purchaser's contractors to wear security identification tags issued from the guardhouse at all times when they are in the premises. Such tags if issued must be returned back to the guardhouse when they leave the Property.
- c) If the proposed construction, additions, alterations or renovation works are found to be in disharmony with the overall objectives of the Project or not to be in the interests of the majority of the Other Purchasers as determined absolutely by the Manager, the Purchaser will be obliged to amend the proposed construction, additions, alterations or renovation works and work procedures to mitigate such objections before the Letter of No Objection is given by the Manager.
- d) If the Purchaser refuses to cooperate with the Manager and proceeds with the unauthorized works, the Manager will issue a **Stop Work Order Form (SWO-3)** which authorizes the security guards at the main guardhouse to stop all the Purchaser's contractor's workers involved with the disputed works to enter the Project until the matter is resolved amicably between the Purchaser and the Manager.

### **3. CONSTRUCTION DEPOSIT AND/OR RENOVATION DEPOSIT**

- a) If the Purchaser shall undertake any construction, additions, alterations or renovation on the Lot, the Purchaser hereby agrees to pay in advance and before the commencement of such construction, additions, alterations or renovations on the Lot, a sum stipulated in the Deed of Mutual Covenants and Appendix 1 of this Construction Guidelines (hereinafter called "**the Deposit**")

Upon the completion of all construction, additions, alterations or renovations to the Lot and upon the Manager being satisfied that no damage is caused by the Purchaser to the Other Lots, the Community Area, the Facilities or Services or the access streets within the Project or within the vicinity of the Project the Proprietor shall refund the Deposit to the Purchaser without interest **PROVIDED** always that the Purchaser or the contractor appointed by the Purchaser shall not contravene any terms and conditions of these Guidelines.

- b) If any damage to the Other Lots, the Community Area, the Facilities or Services or the access streets within the Project or within the vicinity of the Project is caused by or is attributable to the Purchaser and/or his/her agents or servants during such construction, additions, alterations or renovations to the Lot as abovementioned, the Manager shall be entitled without prejudice to any other rights that it may have to use the Deposit for the costs of any repairs to make good such damage and the balance of

the Deposit (if any) shall be refunded to the Purchaser without interest and if the Deposit is insufficient to cover the costs of such repairs the Purchaser shall forthwith pay to the Manager the extra costs.

#### **4. CONSTRUCTION AND/OR RENOVATION LIMITS**

- a) All construction and/or renovation works are to be confined within the limits of the Property.
- b) Hacking of structural slabs, columns, beams, toilet and balcony areas/external building envelope including and the knocking down of walls and wet construction of any sort are strictly prohibited unless the prior approval from the relevant Local Authorities (if necessary) and the Letter of No Objection are obtained.
- c) The Purchaser is prohibited from altering or renovating the Property or erecting any additional structures or carry out any works which may effect the external façade of the Building without first obtaining the Letter of No Objection and consent of the Public Authorities (if required). If the Purchaser carries out any unauthorised work and the end product is not in accordance with the original building design theme, namely, *Contemporary Tropical / Vernacular*, and the site characteristic, the Manager shall have absolute authority to demolish all unauthorized erections, additions or alterations by giving seven (7) days written notice to the Purchaser and all costs incurred in respect of such demolition and removal shall be borne by the Purchaser.
- d) The Manager shall have the right to limit the nature and type of equipment used by the Purchaser in carrying out the construction and/or renovation works to the Property at the Proprietor's and/or the Manager's absolute discretion without having to give any reasons.
- e) The Purchaser shall ensure that the Purchaser's contractors, sub-contractors or agents shall in carrying out the construction and/or renovation works of the Building comply with all Acts, Ordinances, Enactments, Regulations, By-laws and guidelines issued by the Public Authorities from time to time.
- f) The Purchaser shall cause hoarding along the perimeter or on part or parts of the Property in accordance with construction or renovation rules, regulations, by-law or guidelines of the Public Authorities.
- g) Stockpiling is allowed only within the Lot. If the Purchaser, its contractors, sub-contractors, licensees or agents shall stockpile on any area outside the Lot without the Letter of No Objection, the Manager shall be entitled to remove such stockpiling and to claim damages from the Purchaser. In addition and without prejudice to the aforesaid, the Purchaser shall indemnify and keep the Manager fully indemnified against any loss, damage, claim or proceeding suffered or incurred by or brought against the Manager in relation to the breach by the Purchaser of this provision.
- h) The Purchaser shall ensure that any construction or renovation works of the Building shall not interfere with the use and enjoyment thereof by the Other Purchasers or occupiers of the Other Lots or the ingress or egress of roads serving the Other Lots nor permit any activity to be carried out which is likely to cause nuisance or annoyance to the Purchasers or occupiers of Other Lots within the Project.
- i) The Purchaser shall ensure that the Purchaser, its contractors, sub-contractors, licensees or its agents or their employees or workers shall not damage, block or clog any roads, drains, water, electricity, telephone mains or sewerage pipes mains or system within the Project or within the vicinity of the Project in relation to any construction or renovation works of the Building including the moving of any machinery, equipment or plant from or to the Lot.

- j) The Purchaser shall ensure that any piling works required for the construction additions alterations or renovation of the Building on the Lot shall not:-
  - i) cause any damage to any part of the Lot or to the Other Lots; and
  - ii) cause any nuisance or annoyance or disturbance to any party residing in or visiting any part of the Project.

## **5. EXCESSIVE NOISE AND CONDUCT OF CONTRACTORS**

- a) The Purchaser shall ensure that his/her workmen shall not make excessive noise in the event that construction, repairs, additions, alterations or renovations are being undertaken inside the Lot.
- b) The Purchaser shall be responsible for the conduct and behaviour of his appointed contractors and any damage to the Community Area or the Facilities shall be made good at the sole cost and expense of the Purchaser.
- c) All debris waste rubbish, equipment and materials must be cleared and removed upon completion of daily works.
- d) The Purchaser shall ensure that the Purchaser's contractors, sub-contractors or agents are refrained from throwing or leaving any construction debris or garbage on any area inside or outside the Lot or the Other Lots or the Community Area or access streets within the Project or within the vicinity of the Project.
- e) The Purchaser's contractors, sub-contractors, licensees or agents or their employees or workers are not permitted to stay over night or live on the Lot or the Other Lots.

## **6. SECURITY CHECKS**

All delivery, removal, construction and renovation works must be reported at the security check-point. Notwithstanding this, the Manager reserves the right to refuse entry to any unknown personnel for whatever purposes which cannot be verified there and then or refuse entry to the Purchaser's appointed contractor for any breach or non-compliance of the Purchaser's obligations.

## **7. IDENTIFICATION PASSES**

All contractors must report at the security check-point to obtain identification and security passes and must wear or be in possession of these passes at all times whilst in the Project. The security personnel has the right to question any person within the Project found without a pass.

## **8. PACKING AND CRATING MATERIALS**

The Purchaser undertakes to ensure the timely and proper removal of any construction debris upon completion of the said works to a dumping ground approved by the Public Authorities.

## **9. WORKING HOURS**

- a) All construction, repairs, additions, alterations or renovations of any kind to the Lot shall be only permitted to be carried out during the weekdays of Monday till Friday from 9:00 am till 5:00 pm or at such other times as shall be prescribed by the Manager.

- b) No repairs additions alterations or renovations of any kind to the Lot shall be carried out during Saturday, Sunday and Public Holidays, and for the weekdays of Monday till Friday before 9:00 am and after 5:00 pm or at such other times as shall be prescribed by the Manager.

## **10. UNAUTHORIZED RENOVATIONS AND ALTERATIONS TO THE BUILDING**

Any unauthorized renovations or alterations are not to be carried out to any part of the Building, particularly the common and external façade areas that may have any of the following effects or consequences:

- i) Specifically not permitted under the Deed of Mutual Covenants;
- ii) Detrimental to the market value of the other properties within the Project;
- iii) Compromises any of the original safety standards of the Building;
- iv) Compromises the original harmony and aesthetic value of the overall building especially due to unsightly metal grills, awnings, change of aluminium frames or tinted colour of glass to windows and sliding panels, additional lighting fixtures to balcony areas or random fixtures of air-conditioner units or other equipment, particularly on the external façade;
- v) Causes disapproval, discomfort, distress or inconvenience to neighbours or Other Purchasers or infringes on any Government regulation or by-laws of any authority.

If such unauthorized renovation or alteration works are detected, the Manager reserves the right to serve a written notice to the Purchaser to request that it be removed or demolished by the Purchaser within seven (7) days of receipt of the notice. Failure to comply with this request may result in direct actions taken by the Manager to rectify the situation and any cost incurred will be claimed against and borne solely by the Purchaser concerned.

## **11. RESTRICTIONS ON EXTERNAL PAINTING**

Any painting, touch ups or repainting to the external areas of the Building can only be done upon obtaining the Letter of No Objection from the Manager who will notify what type of paint and method of application must be used in order to maintain the original façade and standard of protection of the building.

## **12. CONTROLLED USE OF BALCONIES AND LANAI**

There shall be no hanging of laundry at balcony railings or at any part of the Building that is visible from the front access street serving the Property. Clothes-line should be installed so as not to detract from the aesthetic values of the Building. The Purchaser shall provide a proper wet kitchen cum drying yard as part of the Building to hide any hanging of clothes, linen or rugs etc.

## **13. BUILDING MATERIALS AND COLOUR**

- a) Roof material must be in natural colours in shades of brown and / or red. Gloss finish roof materials are not encouraged.

- b) Walls and external pavers to be in natural colours, preferably in hues of brown, cream and / or terracotta.
- c) Highly reflective glazing and windows are not encouraged.
- d) Selection of design material for any construction, repairs, additions, alterations or renovation works shall be of un-ostentatious varieties consistent with the *Contemporary Tropical / Vernacular* theme. Contrasts of modern and traditional materials are encouraged.

#### **14. BUILDING DESIGN – GENERAL**

- a) No retaining wall or any structure is allowed to be erected or constructed without first obtaining the Letter of No Objection from the Manager especially when such walls or structures are visible from the road. For any retaining walls or structure permitted under the Letter of No Objection for the purpose of construction additions, alterations or renovation works, the height of proposed retaining structures shall comply with guidelines set by the Public Authorities. In general, walls should not be more than 3000mm high; otherwise the structure should be ‘staggered’ with each layer no more than 3000mm high and the width between the layers no less than 1000mm.
- b) The Building shall not exceed 3 storeys above the access road leading to the Lot.
- c) Building design and construction additions alteration or renovation approach should complement the natural form of the Lot. Substantial cut and fill platforms are to be discouraged.
- d) *Contemporary Tropical / Vernacular* designs are to be adopted with characteristics such as large roof overhangs, open terraces / balconies / lanais, generous open spaces and greenery, pleasant entrances, court yards, water features and quality buildings engulfed by trees which are to be retained and preserved as much as possible.
- e) Post-modern and classical designs are discouraged.
- f) The provision of open and green spaces is encouraged.
- g) All air compressor/condenser units must be aesthetically screened to avoid any unsightly clutter.
- h) All construction, repairs, additions, alterations or renovation works are to be in line with the Project’s environmentally sensitive thrust. Economical control of heating and ventilation systems are encouraged.
- i) No repairs additions alterations or upgrading works to any existing *On-Site-Detention* (OSD) facilities are to be done without prior written approval from the Manager.

#### **15. BOUNDARY WALLS / FENCES**

- a) Walls along the front boundary of the Lot or adjacent to the main access street are to be not more than 1800mm in total height. A minimum of 10% of the wall surface shall be open or transparent to integrate with the public landscaped spaces. The height of the walls shall be measured from the inside of the Lot.
- b) Private walls adjacent to the road reserve are encouraged to be set back 1000mm from the boundary line. The area of this 1000mm strip shall be planted with trees, scrubs and turf.

- c) Side and rear perimeter walls, fences, barricades or hedges (preferred) if not adjacent to the main access street can be higher than 1800mm but is not to exceed 2100mm.
- d) Wall finishes shall preferably adopt natural materials in combination with plaster and paint. Plaster and paint shall preferably not exceed 75% of the visible wall surface and the wall surface is encouraged to use the following materials:
  - \* Stone (granite, sandstone, limestone)
  - \* Slate (earth tone colours only)
  - \* Timber
  - \* Pebble wash
  - \* River stones
- e) Creeping vines, can be planted and trained to climb the wall.

**16. ENTRANCE GATE**

Any erection of gate repairs additions alterations or renovations thereof shall not exceed the height of 2100mm above the access road leading to the Lot.

**17. DRIVEWAYS AND VEHICULAR ENTRANCE**

The driveways from the access road into the Lot shall not be less than 4500mm in width and shall be paved to the Manager's specifications and/or match the streetscape and shall be maintained by the Purchaser at its own cost and expense. If the Purchaser obtains the Letter of No Objection to alter the position of the entrance culvert, the Purchaser shall at his/her own cost and expenses seal up any original entrance culverts with consistent streetscape. The new entrance shall be similar in material to that of the original entrance. No vehicular entrance or exit shall be located within 9000mm from the corner of street intersections or junctions.

**18. SHRINES AND PLACES OF WORSHIP**

Shrines and places of worship may be placed discreetly within the Property and shall not obstruct or interfere with the use and enjoyment of the overall Project by other Purchasers.

**19. BUILDING SETBACK**

Setback of any additions alterations or renovation works to the Building must conform to the Public Authorities statutory requirements. In general, the minimum setback from the front boundary is 6000mm (including car porch); rear and side boundary is 3000mm.

**20. GARAGE AND SHED / CAR PORCH**

Garage and shed/car porch must be constructed as an integrated part of the Building.

**21. EARTHWORKS**

- a) The Purchaser shall not carry any earthworks including but not limited to filling of the Property or generally changing the level of the Property without first obtaining the Letter of No Objection.

- b) Filling of the Property may be allowed provided that the drainage and other facilities are installed at the Purchaser's sole cost and expense to prevent the water from flowing or seeping into the adjacent lots.
- c) Any cut and fill works and construction of retaining structures shall be minimized to reduce changes to the existing topography and to preserve the surrounding greens.

**22. UTILITY**

- a) The Purchaser shall obtain all necessary approvals and permits before tapping any utility line.
- b) A booster pump cannot be connected directly into the water mains.
- c) Any installation of drainage lines outside the Lot by the Purchaser will need the Letter of No Objection from the Manager. The Purchaser shall ensure at its own costs and expenses that all connections from the tap-off points or such other points to the Building for all utility services supply shall be laid underground.

**23. RUBBISH BIN**

Rubbish bins shall be placed concealed from view from the street serving the Property within a designated compartment as approved in the Letter of No Objection.

**24. LIST OF PLANTS FOR PUBLICLY VISIBLE AREAS**

The Purchaser is encouraged to plant or grow the following plants for the publicly visible areas:-

* Pongamia pinnata	Tabebuia rosea
* Tritania	Pennisetum purpureum
* Cratoxylon formosum	Alstonia augustolia
* Eugenia malaccensis	Cratoxylum cochinchinense
* Eugenia polyantha	Hopea odorata
* Fagraea fragrans	Filicium decipiens
* Melaleuca leucadendron	Khaya
* Pink flower water lily	White flower water lily
* Spider lily	Assai palm
* Ixora javanica	Macarthur palm
* Ketapang	Orange Jasmine
* Tabebuia rosea	Tristania obovata

**25. PURCHASER'S COVENANTS AND OBLIGATIONS**

**25.1 Purchaser's Covenants**

In the construction, repairs, additions, alterations and/or renovation works of the Building, the Purchaser hereby covenants and undertakes with the Manager that he/she shall comply with the provisions of this Guidelines to be stipulated by the Manager from time to time. The Purchaser hereby acknowledges that the Manager shall have the absolute right at any time and from time to time to add revise substitute vary and/or otherwise amend the provisions of this Guidelines.

## 25.2 Purchaser's Duties and Obligations

The Purchaser shall construct, renovate, erect or cause the repairs, additions, alterations or renovation works of the Building to be carried out in a good and workmanlike manner in accordance with the approved Building Plans (if any) and in compliance with the Guidelines and/or the provisions and requirements of the laws by-laws regulations and guidelines issued by the Public Authorities for the time being in force affecting the same. Without affecting the generality of the foregoing provision, the Purchaser hereby covenants and undertakes with the Manager that he/she shall or shall cause his/her contractors or workers to comply with the following provisions:-

- i) To notify the Manager in writing of the appointment of the building contractor undertaking the construction and/or renovation works;
- ii) The Purchaser being aware that cables wires drains and pipes have been or may be laid and constructed by the Proprietor, authorities and/or utility agencies under or over the vicinity of the Project, shall not cut maim damage divert block obstruct or in any way render the cables wires drains and/or pipes unserviceable or partially serviceable in any way whatsoever;
- iii) Not to damage any of the infrastructures within the Project or within the vicinity of the Project.

## 26. INTERPRETATION

In this Guidelines, unless the context otherwise requires and save as specifically defined in the Guidelines, words and expressions defined in the Deed of Mutual Covenants shall have the same meaning when used in this Guidelines. Unless the context requires otherwise, the Guidelines shall have the following meanings:

Building	has the meaning assigned to it in the Deed of Mutual Covenants;
Building Plans	has the meaning assigned to it in the Deed of Mutual Covenants;
Construction Deposit	means the amount stated in Appendix 1 of this Guidelines;
<i>Contemporary Vernacular</i> design / <i>Tropical</i>	means a design that is uniform, in harmony and consistent with the sample designs attached in Appendix 2 of this Guidelines;
Deposit	means the Construction Deposit or the Renovation Deposit, as the case may be;
Letter of No Objection	means the Letter Of No Objection To Construction or Letter Of No Objection To Renovation, as the case may be;
Project	has the meaning assigned to it in the Deed of Mutual Covenants;



Renovation Deposit	means the amount stated in Appendix 1 of this Guidelines;
Renovation Work	<p>has the meaning assigned to it in the Deed of Mutual Covenants and includes any activities within and outside the Building which may involve any of the following:</p> <ol style="list-style-type: none"> <li>a) demolition of walls / structures, hacking of floors/walls, alterations to any electrical facilities or utilities;</li> <li>b) plumbing, sanitary fittings, air-conditioning systems and installation of plaster ceilings;</li> <li>c) any form of brick laying, concreting or plastering works;</li> <li>d) erection of new walls and installation of new tiling on floors, walls or roof;</li> <li>e) any work which causes excessive noise, generates construction debris and requires the transport of raw building materials or the removal of construction debris;</li> <li>f) any work that can potentially cause damage to common street or property within the Project or within the vicinity of the Project; and</li> <li>g) any work that requires the shooting of concrete nails into walls or slabs to support new installation of any kind.</li> </ol>

**APPENDIX 1**  
**(CLAUSE 4.3 DEED OF MUTUAL COVENANT)**

- 1) Construction Deposit – RM 20,000.00 (Ringgit Malaysia Twenty Thousand Only)
  
- 2) Renovation Deposit - RM 20,000.00 (Ringgit Malaysia Twenty Thousand Only)

## APPENDIX 2

Samples of *Contemporary Tropical / Vernacular* design



### THIRD SCHEDULE

(which is to be taken and construed as an essential part of this Deed)

#### Services

1	Management Office <ul style="list-style-type: none"><li>• Maintenance, control and management of Facilities</li><li>• Maintenance, control and management of Community Area</li></ul>
2	Security <ul style="list-style-type: none"><li>• Perimeter Fencing</li><li>• CCTV or similar monitoring system</li><li>• 24 hour security guards</li><li>• Communication channel to management office</li><li>• Access Card or other security access</li></ul>
3	Landscaping of Community Area
4	Collection of refuse
5	Clearing of public drains within the Project