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# ADIRA

TAMAN ARA SENDAYAN

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HOUSE RULES

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**HOUSE RULES**

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**PREAMBLE**

**1.1 Definitions**

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

- a) “**Occupants**” include owners, lessees, lawful servants, agents, permittees and licensees.
- b) “**Guests**” refers to any person(s) who is not an owner-resident or lessee-resident and whose presence in the Unit(s) and who has title to the same.
- c) “**Lessee**” refers to any person(s), who is for time being leasing one of the Units and who is also residing therein.
- d) “**Residents**” refers to person(s) who is either a lessee or an owner of one of the Units and who is also presently residing in the Unit.
- e) “**Management Company**” refers to the Developer or Management Corporation (when formed) or any appointed Managing Agent authorised by the Developer or Management Corporation (when formed) to enforce these rules.
- f) “**Persatuan Penduduk Adira Taman Ara Sendayan (RAAS)**” refers to Resident Association (RA) registered with Registrar of Society(ROS) authorised to enforce these rules.

**Security**

- a) All occupants or residents of units must register with the RAAS.
- b) Occupants or residents of units not registered with the RAAS shall be deemed to be not lawfully occupying the units for the purposes of this House Rules.
- c) If the Unit is to be let out, the Purchaser(s) shall notify the RAAS and furnish them with the particulars of the Lessee(s) and the tenancy and whatever details that may be required by the RAAS and shall prior to the delivery of vacant possession of the Unit to the Lessee(s) cause the Lessee(s) to sign the Said Documents.
- d) The Purchaser(s) or the Lessee(s), as the case may be, shall inform the RAAS of any changes of persons occupying the Unit and furnish to the RAAS with particulars of the new Occupant(s).
- e) The occupant(s) must ensure that all the particulars are kept up to date at all times and to keep the RAAS informed of any charges.
- f) All information provided will be kept in the strictest confidence in compliance with applicable laws.
- g) These House Rules are drawn up for the purpose of ensuring peaceful enjoyment and beneficial occupation of the Unit and the Housing Estate and use of the Communal Area.
- h) These House Rules may be amended or added to from time to time without notice by the RAAS and its absolute discretion. Suggestions are welcomed from all occupants but the same must be put in writing to the RAAS who reserves the right to accept or reject any suggestions.
- i) It is the duty of the Purchaser(s) to ensure that the Occupant(s), their agent, Guest(s) and visitors comply fully with these House Rules.

**2.0 CONDITIONS OF USE**

**2.1 Restrictions of User**

In order to provide for peaceful enjoyment and beneficial occupation of the Unit, the use thereof and the Communal Area shall be restricted in accordance with the following provisions.

**2.2 Use of Communal Area and Services**

- a) The Occupant(s) shall use the Communal Area and Services only for the purposes for which it is reasonably suited and which are incidental to the use and occupation of the Unit and in this regard shall observe all directions for the use thereof issued from time to time, before the establishment of the RAAS.
- b) The RAAS reserves the right to withdraw the use of any of the Services or equipment provided for in the Communal Area at any time as it shall deem fit.

**2.3 Additional Easements**

a) Utilities Service Drainage

The Occupant(s) shall not do anything within or outside the Unit that interferes with or impairs the utility services using these easements. The RAAS, the owner and the relevant authorities shall have a right of access to the Unit to inspect the same, to maintain, repair or replace the pipes, wires, cables and other utility service facilities.

b) Encroachments

- (1) If any portion of the Communal Area encroaches upon the Unit; or
- (2) If any encroachment shall hereinafter occur as a result of:
  - (i) Construction of the Improvements
  - (ii) Settling or shifting of the Improvements
  - (iii) Any alteration or repair to the Communal Area made by or with the consent of the Vendor or the RAAS
  - (iv) Any repair or restoration of the Improvements (or any portion) thereof or any unit after damage by fire or other casualty of all or any portion of any or the Communal Area

c) Ingress and Egress

An easement in favour of the Purchaser(s) or Occupant(s) of any unit and his guests and invitees shall exist for pedestrian traffic over, through and across sidewalks, paths, walkways and other portions of the Communal Area as may from time to time be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over, through

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and across such portions of the Communal Area as may from time to time be paved and intended for such purposes.

d) Construction and Maintenance

The RAAS and the relevant authorities (including its servants and agents, successors and assigns) shall have the right at its sole discretion from time to time enter the Communal Area for the purposes of carrying out any repairs, replacement and maintenance.

e) Additional Easements

The Vendor or the RAAS thereafter shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements in any part of Communal Area.

### 2.4 Emergency Access

In the event of any occurrence of emergency which requires immediate access to the Unit in order to prevent damage or further damage to property or to avert injury or further injuries to human beings or to rescue human lives, the RAAS or the Vendor shall be empowered (without being liable for any loss or damage to property) to have access by whatever means to the Unit for the said purposes.

### 2.5 Payments by Purchaser(s)

a) The Purchaser(s) shall pay the RAAS (when applicable):

- (i) The advance service charge (if any);
- (ii) The service charge on a monthly basis (if any);
- (iii) The service charge deposit (if any); and
- (iv) The Pro-Rated Service Charge (if any).
- (v) The Annual Membership fees (if any)

b) The Purchaser(s) shall pay to the RAAS the Service Charge which the RAAS shall from time to time notify the Purchaser(s) (if any).

c) The Purchaser(s) hereby expressly agrees that the Vendor or the RAAS shall be entitled to refuse the Purchaser(s) and all those claiming through or under him entry upon or onto the said land/ or any part thereof including but not limited to lifting the boom gate(s) in the event that the Purchaser(s) shall fail to pay any contribution referred to in sub-section (a) and (b) above within the stipulated period.

d) If the event that the Service Charges shall remain unpaid at the expiration of the period of THIRTY DAYS (30) days of the receipt by the Purchaser(s) of the RAAS's written notice requesting the same, the RAAS shall also be entitled, in addition to and without prejudice to the RAAS's right to claim for the interest chargeable thereon calculated at the rate as stated in Schedule A ("**Late Payment Interest**")

- (i) To stop or suspend the services and the use of the Communal Area, the Services or the Facilities. The RAAS shall have the absolute right to bar or restrict the access or use by

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Purchaser(s) and Purchaser(s)' family members, guests, tenants, lessees, servants, agents, licensees and invitees to the Communal Area, the Services and the Facilities.

- (ii) To have a lien over the Unit for such amount owing by the Purchaser(s) to the RAAS together with interest thereon and for reasonable legal fees incurred by the RAAS incidental to the collection of the Service Charges or enforcement of the lien.
  - (iii) Publish or post the name of the Purchaser(s), being a defaulting purchaser of such payments, at the office of the RAAS or designated announcement or other publicly visible area of the Housing Estate including but not limited to the Guardhouse.
  - (iv) Not to issue or replace vehicle stickers or access devices, if any, to Purchaser(s) or prohibit the entry of any vehicles of the Purchaser(s) or the Purchaser(s)' family members, guests, tenants, lessees, servants, agents, licensees and invitees to the Housing Estate or any part
  - (v) To take such other measures as the RAAS may deem fit in its absolute discretion.
- e) For the purpose of calculating or certifying the amount of any monies (including interest) due and owing by the Purchaser(s) to the RAAS, the certificate or statement of account issued by the RAAS shall, save for manifest errors, be conclusive and binding upon the Purchaser(s) as to the correctness thereof.
- f) All maintenance, repairs and replacements in or to the Unit (other than maintenance of any repairs to any Communal Area contained therein), whether structural or non-structural, ordinary or extraordinary, including and without limitation, painting, maintenance, repair or replacement of windows, screen and air-conditioning fixture and equipment, if any, within the Unit or belonging to the Purchaser(s) and serving only the Unit shall be at the Purchaser(s)'s sole costs and expense, except as otherwise expressly provided to the contrary herein this deed.
- h) The Purchaser(s) hereby acknowledges agrees and undertakes that:
- (i) The services to the Communal Area are necessary for the control management administration upkeep and maintenance of the Housing Estate
  - (ii) The Purchaser(s) is obligated to facilitate such control management administration upkeep and maintenance of the Housing Estate by inter alia making timeout payment of the Service Charge and Sinking Fund Contribution or doing such things as determined by the RAAS or refrain from doing anything which may jeopardize or hinder the control management administration upkeep and maintenance of the Housing Estate; and
  - (iii) The payment of the service charges by the Purchaser(s) is essential for the RAAS to effectively provide the services to the Communal Area and that non-payment of the same by the Purchaser(s) shall cause disruption to such services, thereby resulting in inconvenience and hardship to the Purchaser(s) and other purchasers of the lots.

### **2.6 Additional Fees and Charges**

In addition to the contributions mentioned in Section 3.06 the Purchaser(s) hereby agree(s) that the Vendor or the RAAS shall be entitled at any time and from time to time to levy or impose such fees or

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charges as they shall deem fit in connection with the use or reservation for use of any facility equipment or area forming part of the Communal Area.

### 2.7 Term and Conditions of Third Party provider

The Purchaser(s) hereby confirms and acknowledges that as some of the Services covenanted to be provided by the RAAS pursuant to this Deed are actually provided by third party(ies), the Purchaser(s) hereby covenants and undertakes to enter into any written agreement or other documents with such third party(ies) service provider as may be necessary wherein any or all of the terms and conditions of such provision of services are contained AND shall strictly abide by all the terms and conditions of such use of the Services as are laid down by the third party(ies) service provider(s) and that any breach of such terms and conditions by the Purchaser(s) or any other person(s) claiming right there under (where applicable) of any terms and conditions as laid down by such third party(ies) service provider(s) shall be deemed as a breach of the terms and conditions of this Deed and that the RAAS shall be then entitled absolutely to take such remedial or legal actions against the Purchaser(s) for the breach or default of the terms and conditions of this Deed as are provided herein this Deed.

### SCHEDULE A

Part	Payment	Particulars
1	Date of Deed	NIL
2	The RAAS	Resident Association
3	The Purchaser(s)	NIL
4	Date of the SPA	NIL
5	The Unit	NIL
6	Management Period	One (1) years commencing from the date of delivery or deemed delivery of vacant possession of the first (1 <sup>st</sup> ) residential unit comprised in the Housing Estate.
7	Service Charge (payable per month) -when applicable-	RM 100.00 per month
8	Late Payment Interest	TEN per centum (10%) per annum, calculated on a daily basis
9	Administration Charges	For change of ownership: RM100.00 per registration. For change of Tenant/Lessee: RM20.00 per registration.

### 3.0 OCCUPANCY

#### 3.1 Approved Use of the Unit

The Unit shall be used only for residential purposes and shall not be used for business or any other purposes (illegal or otherwise) which may be injurious to the reputation of the Housing Estate.



### **3.2 Occupant's Guests**

#### **a) Guests**

All Guests are required to register at the access control point by providing their particulars to the security personal on duty before being permitted entry into the Compound. The security personnel are authorised to verify the identity of such Guests with the Resident concerned before the Guest is allowed entry into the Compound.

#### **b) Notification of expected Guests**

Residents are advised to inform the security personnel at the control access point of their expected Guests by furnishing relevant details beforehand to facilitate verification.

#### **c) Compliance with House Rules by Guests**

The Residents shall be responsible for ensuring that their Guests comply with the House Rules at all times and that their behaviour is not offensive to the other Residents. The Residents shall be responsible for the actions of their Guests and shall be liable for any damage or destruction to any part of the Common Property caused by their Guests.

### **3.3 Units Rented Out**

- a) The Owner shall register the particulars of the Tenancy and the Tenant with RAAS. The Owner shall deposit with RAAS a copy of the tenancy agreement and shall update RAAS on all renewals of such tenancy.
- b) It shall be the duty of the Owner to forward a copy of the House Rules to the Tenant. A copy of the House Rules may be procured from RAAS.
- c) Once a unit is rented out, the entitlement to the use of the Common Areas and the Common Facilities is automatically transferred to the Tenant and the Owner is no longer entitled to use these facilities.

### **3.4 Resident's Access Card**

#### **a) Access Control Card and Car Stickers**

Each Unit will be entitled Two (2) access cards to be used at entrance gate and Two (2) non-transferable free car-stickers to be displayed prominently on the windscreen of the residents' car at all times for easy identification upon the resident's shall pay to the RAAS a refundable deposit as state in Part 3 of Schedule C ("**Security Card Deposit**"). The access cards is meant for the Owner's or Resident's sole usage, is not transferable and must be retained in the care and control of the Owner or Resident at all times.

#### **b) Additional access card and car stickers chargeable**

Only the Owner may be purchased to RAAS for an additional access card and additional car stickers as stated in **Part 3** and **Part 4 of Schedule C** if the number of occupants residing in the unit exceeds the number of access card issued under Rule 3.2(a) above, Tenants who wish to apply for additional access cards must do so via the Owner.

**c) Lost cards / stickers and replacement**

In the event an access card or car stickers is lost or stolen, the loss access card or car stickers must be reported in writing immediately to RAAS to enable RAAS to deactivate such lost or stolen card / stickers and immediately lodge a police report and extend a copy of such report to RAAS. Unless the access card / stickers is replaced due to any defect or malfunction of the card not arising from the fault of the Owner or user, a replacement card will be issued subject to a replacement fee of Ringgit One Hundred (RM100.00) and a replacement car sticker will be issued subject to a replacement fee of Ringgit Ten (RM10.00) as stated in **Part 7 of Schedule C** or such other amount as RAAS may be determined from time to time. The Owner shall be held responsible for any breach of security as a result of his/her failure to report any lost access card issued in or under the Owner's name.

**d) Refusal of issue of Access Control Card**

The RAAS reserves the right to refuse issuance of the access cards and the right to deactivate any access cards issued to an Owner and/or Resident until all outstanding amounts (including but not limited to service charges, booking fees, etc.) owed to RAAS with respect of his/her Unit has been settled. Nothing herein shall render RAAS obligated to or liable to deactivate the access card upon instructions of non-resident Owners who may have disputes with their Tenants.

**e) Upgrade of system**

The RAAS may at its sole and absolute discretion provide separate access cards for car parks and/or change or upgrade the system from time to time whereupon the aforesaid rules would continue to apply *mutatis mutandis*.

**3.5 Shifting In / Out**

The Occupant(s) shall inform the RAAS at least Twenty Four (24) hours in advance of any moving involving a professional mover or large items of furniture so that the Purchaser's be informed of any arrears of payments owing by the Lessee's. The Occupant(s) shall ensure that the Communal Area is not damaged in the course of such moving.

**3.6 Household Pets and Livestock**

No pets other than fish in tanks, small birds in cages or domestic cats and dogs and in such numbers as shall be approved by the relevant authorities may be kept in the Unit and/or the compound of the Unit. If required, the Occupant(s) shall further register his domestic pet with the RAAS and obtain a registration tag (if any) to be attached to his pet. In the event there are pets found without tags(if required) and left unleashed, unattended and/or unaccompanied by its owner at the Communal Area or any part of the Housing Estate, then such pets shall be treated as stray and the RAAS may take action to capture such animals and hand over the animals to the relevant authorities for further action and the RAAS shall not be liable in any manner whatsoever or howsoever arising for such hand over of the animals to the relevant authorities. When taking a pet for walk, the Occupant(s) shall ensure that it is always leashed and shall refrain from stopping in front of other land Units for the pet to ease itself. The

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Occupant(s) shall ensure that the pet's faeces are not left lying around the Communal Area or any part of the Housing Estate and shall scoop up the pet's faeces into a plastic bag and wipe clean the mess and dispose of the plastic bag containing the faeces into the Occupant(s)' own rubbish bin and not into the rubbish bins of other Occupant's.

### **3.7 Nuisance**

- a) The occupant(s) shall at all times conduct himself in a manner which will not constitute a nuisance or cause offence or annoyance to other residents.
- b) Noise must be kept down to a minimum. Radios, hi-fidelity equipment, television and musical instruments or equipment should be played at a reduced volume at all times so as not to interfere with the peaceful enjoyment of other occupants.
- c) No gambling in any form or manner shall be allowed in the Unit.

### **3.8 Unit Owner's Entitlement to the Use of Common Facilities**

Once the Unit is leased out, the entitlement to the Services is automatically transferred to the Lessee(s) and the Purchaser(s) is no longer entitled to use the Services as the lawful registered owner.

### **3.9 Solicitation**

No soliciting for sale of goods or services neither pamphlets nor advertising matters be distributed or displayed, religious activities must be confined within a unit area and must be conducted without causing any nuisance. Political activities are prohibited in any part of the Housing Estate.

### **3.10 Combustible Materials**

- a) No explosives of any kind may be kept, stored or used in the Unit.
- b) Liquefied petroleum gas, kerosene or other products for domestic use should be limited to the usual quantities for normal household usage.

## **4.0 COMMON AREA**

### **4.1 No Obstruction at Common Area**

- a) The Occupant(s) shall not throw or allow to fall any object, refuse or rubbish of any kind on the Communal Area or any part thereof or onto other compound of neighbouring individual lots of the Housing Estate except in designated refuse bins maintained by the Occupant(s).
- b) Rubbish or other waste material shall not be allowed to accumulate on the outside of the Unit which is within the sight of the other occupants. The Occupant(s) shall also ensure that he shall promptly remove all debris from repairs or restoration or rebuilding works done on the Unit from the compound thereof and/or from the Communal Area at the sole cost of the Occupant(s).
- c) All refuse shall be sealed in non-porous plastic bags and placed at designated areas within the Housing Estate. All wet refuse should be thoroughly drained of any liquid and care should be taken to prevent dripping in the floor of the Communal Area. Refuse chambers/rooms doors in the Unit are to

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be closed at all times after use to prevent the growth of pests and odour. Combustible substances such as paints and petroleum products shall not be placed in the refuse chambers.

- d) No signboards, show-boards, placards, advertisement, posters, illuminations or other forms of visual communication or notices or other items of such description shall be placed on any external parts and/or parts of the Unit which is visible from the Communal Area or in any of the windows or doors of the Unit so as to be in view from the outside of the Unit save and except where such notices which has been approved by the RAAS for the purpose of identifying the Unit and the same has been approved by the relevant authorities.
- e) Textile items such as clothes, towels and linen shall not be hung or placed in any area not designated for such purpose and includes the fences of the Unit.
- f) No furniture packages or articles of any kind shall be placed, stored or left in any part or parts of the Communal Area, which will be an obstruction to freedom of movement or transit for other occupants.
- g) The Occupant(s) shall not do anything that interferes with or impairs the common utility services which run through the Unit.
- h) The open compound of the Unit shall be kept and maintained in a reasonably clean condition and no water shall be allowed to escape into neighbouring individual lots or the Communal Area so as to become a nuisance or give reasonable cause for complaint from other occupants.
- i) Fixtures, fittings, landscaping features, flowers, plants, trees and other property located in or on the Communal Area shall not be altered or removed from their location.
- j) Fire-fighting equipment must not be tampered with.
- k) No open fire burning shall be allowed in the compound of the Unit or the Communal Area so as to cause any nuisance to other occupiers.
- l) No soliciting for sale of goods or services, religious or political activities shall be permitted in the Communal Area or the Housing Estate.
- m) The Occupant(s) shall inform the RAAS at least Twenty Four (24) hours in advance of any moving involving a professional mover or large items of furniture. The Occupant(s) shall ensure that the Communal Area is not damaged in the course of such moving.
- n) The Purchaser(s) shall be liable for all costs and expenses incurred by the RAAS to repair, replace or restore any damage to or destruction of the Communal Area if such damage or destruction is caused by or attributed to the Occupant(s), Guest(s) or their respective servants or agents.
- o) All occupants or contractors are NOT allowed to tap water or electricity supply from the Communal Area, if any.

### **4.2 Potted Plants**

The occupant(s) shall ensure that the plants in the compound of the Unit are maintained in a manner that will not create any nuisance or hazardous to other occupiers of the Housing Estate.

### **4.3 Damage to Common Property**

Any damage caused to Common Property by a Resident or his/her Guest shall be assessed by the RAAS and the cost of repair and/or the replacement of any items and/or removal of debris of works carried out as a result of such repairs including administrative fees as determined by the RAAS will be

charged to the Resident. The Resident shall within such time stipulated by the RAAS, pay such cost of repair and/or replacement including administrative fees of the RAAS.

#### **4.4 Common Water and Electricity Supply**

Residents and their contractors are **NOT** allowed to utilise for their private purpose, tap water/electricity supply which are dedicated to service the Common Property.

#### **4.5 Furniture and Equipment for Common Use**

All furniture, decorative items and equipment placed and/or installed by the Developer or the RAAS in the Common Property if any has been provided for the safety, comfort and convenience of all Residents and the Residents therefore shall not altered, damage, remove or alter such furniture, decorative items and equipment without the permission of the RAAS.

### **5.0 CAR PARKING**

- a) The Occupant(s) shall ensure that all vehicles belonging to them shall only be parked inside the compound of the Unit.
- b) No vehicle shall be parked in any manner so as to interfere with the right of access or egress to adjacent parking lots or roadways.
- c) There shall be no interference in the decision and authority of the RAAS in matters concerning :
  - I. The flow of traffic within the Housing Estate;
  - II. Exit and ingress point of the Unit; and
  - III. The manner or system of parking vehicles within the parking areas of the Housing Estate.
- d) The Occupant(s) shall provide the registration number of his vehicle(s) to the RAAS.
- e) The Occupant(s) shall ensure that their agents(s), guest(s) or visitor(s) shall only park in designated guest parking areas and NOT in bays assigned to other occupants or owners of the Lots.

#### **5.1 Vehicle Sticker**

Two (2) non-transferable free car-stickers shall be provided for each Unit and the car-sticker is to be displayed prominently on the windscreen of the Occupant(s)' car at all times for easy identification upon the Occupant(s) paying to the RAAS a refundable deposit as stated in Part 3 of Schedule C ("**Security Card Deposit**"). Additional car-sticker(s) may be purchased by and for the use of the Occupant(s) at the charges as stated in Part 4 of Schedule C ("**Additional Sticker Charges**").

#### **5.2 Vehicle Repair**

No repair works involving excessive noise or spillage of oil may be carried out in the Communal Area.

**5.3 Owner's Risk**

The RAAS and the Vendor or their servants or agents shall not be responsible or liable in any way whatsoever for any theft, damage, loss or injury suffered as a result of or in any way related to the use of the car parking lots or the towing away of a delinquent owner's vehicle from the Communal Area.

**5.4 Abandoned Vehicles**

The RAAS reserved the right to remove any abandoned vehicle(s) at any communal area for more than 2 months.

**6.0 RENOVATIONS**

**6.1 Working Hours**

All such renovation work should be confined to the limits of the Unit and to the hours as stated in Part 1 of Schedule C ("**Renovation Hours**") and no such work shall be permitted on Sundays and public holidays. Workers are not permitted to stay in the premises and must leave after renovation hours. Hacking of structural slabs, columns and beams and knocking down of walls and wet construction works are not encouraged. In any case, the Occupant(s) is to ensure that renovation works are carried out according to existing rules regulation laws or by-laws of the relevant authorities.

**6.2 Consent from RAAS**

- a) Owners must inform and obtain the written consent from the RAAS prior to the commencement of any fitting out, electrical, plumbing and/or renovation works of any type of renovations whatsoever including any removals or deliveries of materials in connection therewith (herein after called "Renovation Works"). The Owners must submit to the RAAS the detailed plans and other related documents/ information of any Renovation Works to be carried out in the Unit. RAAS reserves the right to request from the Owners to provide an indemnity acceptable to RAAS. Application submitted by the Tenants for such consent shall not be entertained.
- b) In the event any Renovation Works are carried out without RAAS's consent or without any permit or licence from the appropriate authority as required, RAAS has the absolute discretion **to stop** such works or to stop the contractors from entering the Compound until such time as the Owner has obtained the requisite consent from RAAS and the permit or licence from the appropriate authority. RAAS shall not be liable for any claims, fines or penalties that may arise from any delay or cessation of the works. If RAAS is of the view that such works being carried out may jeopardise the integrity of the structure or the building, RAAS may proceed to stop such works being carried out or to reinstate the premises to their original condition and the costs incurred as a result thereof shall be borne by the Owner and deemed a debt due from the Owner to RAAS.

**6.3 Approvals from appropriate authority**

- a) In addition to the requisite consent mentioned above, the Owner shall be responsible to obtain the permits, approvals, exemptions or waivers from the appropriate authority (if necessary), prior to the commencement of such Renovation Works and shall comply with all laws, regulations, orders, rules and by-laws in connection therewith. The Owner shall forward a copy of such permit, approval, exemption or waiver to RAAS for their records.
- b) Any order made by the appropriate authority for the removal of any illegal Renovation Works shall be complied with by the Owner at their costs.

**6.4 Manner of carrying out Renovation Works**

- a) All Renovation Works must be carried out by qualified and licensed contractors only, and in accordance with these House Rules and the regulations and/or guidelines of the appropriate authorities.
- b) Owners shall be responsible for the conduct and behaviour of their contractors, service or delivery men or any persons claiming to be involved with the Renovation Works. Any damage to the building or any part or parts thereof and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Owner concerned.
- c) All works shall be confined within the limits of the Unit and shall in no way encroach or adversely affect other Residents' use of the Common Property.
- d) The Owner and contractors shall strive to minimise noise during the Renovation Works and shall ensure that building materials, waste debris and other unwanted materials are not discharged or flushed into the drainage and waste disposal system or left in the refuse chamber or anywhere within the Compound. RORO bin must be used during construction period to dispose any waste materials.
- e) Any matters relating to public safety and construction safety regulations and practice on site shall be complied with. The Owner shall be responsible to ensure that all accidents are reported immediately to RAAS.
- f) Temporary scaffolding, benches, bench saws, tool, equipment and construction materials must be confined within the Unit or approved working areas.

**6.5 Deposit**

- a) Contractor(s) carrying out renovation repair or extension works in the Unit shall have to pay a renovation deposit as stated in Part 2 of Schedule C ("**Renovation Deposit**") to the RAAS. Upon receipt of the notice in writing as stated in Rule 7 of this Part C and the Renovation Deposit, the RAAS may, at its absolute discretion, issue to such contractor(s) a temporary card or other relevant documents to allow them temporary permission to enter the Housing Estate to carry out such works ONLY and the RAAS reserves the right to withdraw and/or cancel such temporary permission as the RAAS may deem fit at their absolute discretion without assigning any reason thereof.
- b) This Renovation Deposit shall be refunded less RM50 (Management fees) after the contractor(s) has cleared off all construction materials from the Unit and the Communal Area and return the said temporary card or other relevant documents (for permission to enter) to the RAAS PROVIDED no

Communal Area in the Housing Estate is damaged. In the event of any damage to the Communal Area or where such construction materials or debris are left on the Communal Area or any part thereof, the said Contractor(s) shall be responsible to make good such damage and/or the removal of such material or debris prior to the refund of the Renovation Deposit within Three(3) days upon receiving notice to do so from the RAAS, failing which the Renovation Deposit shall be forfeited and the Purchaser(s) shall be liable for the cost of repairs and/or removal incurred to make good the said damage and/or removal and any shortfall shall be made good by the Occupant(s) within Fourteen(14) days from the date notice of payment is given by the RAAS to the Occupant(s) failing which the Late Payment Interest shall apply.

#### **6.6 Security Check**

- a) The owner shall ensure that any Renovation Works being carried out and the persons carrying out the Renovation Works are verified at the access control checkpoint prior to the work being carried out, failing which the RAAS reserves the right to refuse entry to the Compound to any unknown or unauthorised persons or to evict such unknown or unauthorised persons from the Compound.
- b) The owner shall ensure that all contractors obtain identification passes approved by The RAAS and wear such passes at all times whilst in the compound. As no contractors are allowed to move freely or unsupervised around the compound, RAAS, its servants and/or agents have the right to question any person within the compound with or without a pass. Those found without a pass or failing to comply with the rules and regulations imposed by RAAS or may be evicted from the Compound. RAAS may exercise its discretion to evict a contractor or workmen from the compound on grounds of suspicion.

#### **6.7 Adherence to Safety Procedures**

- a) Owners are responsible to ensure that all contractors and workers involved in the renovation on their unit adhere at all times to safety procedures including, where applicable, the wearing of personal protection equipment such as safety harness, etc.
- b) The appointed contractors may be subject to guard checks each time they exit the grounds.

#### **6.8 Defects Arising from Renovation Works**

- a) RAAS Management shall not be liable to any persons for any defects, shrinkage or other faults if the Owner shall carry out Renovation Works to the Unit, regardless of whether such Renovation Works are carried out at any time during the defects liability period specified in the Sale Agreements or the extended defects liability period specified in any supplemental agreement, as the case may be, and the RAAS Architect/Engineer is of the opinion that such defects, shrinkage or other faults can be traced or linked to or found to be attributable to such Renovation Works.

### **7.0 AMMENTIES / FACILITIES**

#### **7.1 General Rules**

- a) To maintain the exclusiveness of gated and guarded living, all the common facilities are intended for use by the residents only.



## HOUSE RULES ADIRA

- b) The residents concerned will held responsible for any damages caused by their guests or themselves. Any damages caused by the previous user(s) of the facilities should be reported to RAAS immediately before the commencement of use of facilities.
- c) Any person found in breach of any rules and regulations may be asked to leave the facility premises by RAAS.
- d) All occupants and guests use the facilities at their own risk. RAAS is not responsible for any injuries or damages sustained by the users or for any loss and/or damage to their personal property.
- e) The rules and regulations for all facilities including those that are not mentioned in this House Rules are subject to changes by RAAS from time to time without prior notice.

### 7.2 Children Playground

- a) RAAS will not responsible for any injury whatsoever caused to person(s) using the playground.
- b) Children using the playground facilities must be supervised by an adult.
- c) No littering is allowed and all litters must be deposited in designated refuse bins around playground
- d) All the equipment placed and/or installed in the playground areas has been provided for the safety, comfort and convenience of all occupants and therefore shall not be damage or removed or altered without permission of RAAS.
- e) Any object with sharp edges or those deemed to be harmful by RAAS is strictly prohibited at or near the playground.f) Residents are not allowed to bring their pets to children playground.

### SCHEDULE C

Part	Payment	Particulars
1	Renovation Hours	Between 0830 to 1700 hours on Mondays through Saturdays only, not being on Sundays and public holiday.
2	Renovation Deposit	Ringgit Malaysia One Thousand (RM1,000.00) only. RM 950.00 refundable RM 50.00 for management fees
3	Security Card Deposit	Ringgit Malaysia Eighty (RM80.00) only per card.
4	Additional Car-Sticker Charges	RM20.00 per sticker.
5	Additional Security Card Charges	a) Third (3 <sup>rd</sup> ) to Fifth (5 <sup>th</sup> )cards: Ringgit Malaysia Eighty (RM80.00) only; and b) Thereafter: At such charges as the RAAS may determine at its absolute discretion.
6	Replacement Charges for Lost Stickers	RM20.00 per sticker.
7	Replacement Charges for Lost Security Cards	RM100.00 per card.