

## DEED OF MUTUAL COVENANTS

**THIS DEED OF MUTUAL COVENANTS** is made the day and year stated in Section 1 of Appendix I (hereinafter called "Appendix I") Between **IKATAN AWANA SDN BHD** [Company No. 510793-U] company incorporated in Malaysia and duly licensed under the Housing Development (Control and Licensing) Act 1966 [License no.9203-1/01-2009/103] with its registered address at No. 51-21-A, Menara BHL Bank, Jalan Sultan Ahmad Shah, 10050 Penang (hereinafter referred to as "the Vendor") of the one part And the Purchaser (hereinafter referred to as "the Purchaser") whose name and description is stated in Section 2 of Appendix I of the second part (hereinafter called "the Proprietor") of the third part.

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### WHEREAS:-

- (1) The Proprietor is the registered and beneficial owner of all that piece of land held under Geran First Grade No. Pendaftaran 6748, Lot No. 1252, Seksyen 4, Daerah Timur Laut, Georgetown, Penang (hereinafter referred to as "the said Land") has granted the Vendor the absolute right to develop the said Land as a housing development and to sell the said Land.
- (2) This Deed is supplemental to the Sale and Purchase Agreement (hereinafter called "the Principal Agreement") executed on the day and year stated in Section 3 of Appendix I between the Vendor of one part, the Purchaser of the second part and the Proprietor of the third part, whereby the Vendor agreed to develop the said Land into a housing development to be known as 11 GURNEY DRIVE (hereinafter called "the Development") including therein the apartments (hereinafter called "the said Apartments") for sale and the Vendor has agreed to sell and the Purchaser has agreed to purchase one unit of the said Apartments which more particularly described in Sixth Schedule to the Principal Agreement (hereinafter called "the said Parcel") subject to the terms and conditions therein contained.
- (3) Application will be made to the appropriate authorities for the issuance of the separate strata title to each of the said Apartments SUBJECT HOWEVER to such conditions (expressed or implied) as are provided for in the Principal Agreement and the said strata title.
- (4) The parties hereto have agreed to enter into this Deed to regulate the maintenance administration management and use of the said Parcel, the Building, the Common Property, the Common Facilities and Services and the provision of Common Facilities and Services by the Vendor or the Management Corporation.

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**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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**NOW IT IS HEREBY AGREED** as follows:-

**1. DEFINITION**

1.1 In this Deed where the context so admits:-

Accessory Parcel means any parcel shown in a strata plan as an accessory parcel which is used or intended to be used in conjunction with a parcel.

Building means and includes any building partially completed or to be erected within the said Land as shown or specified in any proposed strata plan submitted for approval.

Common Facilities and Services refer to the list and description of the Common Facilities and Services listed in the Second Schedule of the Principal Agreement and such facilities and services enumerated in Appendix II hereto and all such other facilities and services as may be altered added removed and introduced from time to time.

Common Property means so much of the said Land and Building as is not comprised in any parcel (including any accessory parcel), or any provisional block as shown in the strata plan and include:

- a) Easements through the said Apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the said Apartments and the Common Property;
- b) An easement of support in every portion of each of the said Apartments which contributes to the support of the building of which the apartments form a part thereof;
- c) The property and installations required for the furnishing of utilities and other services to the said Apartments or to the Common Property;
- d) Any other parts of the said Land and Buildings designated as Common Property in this Deed or the Principal Agreement.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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House Rules	mean the rules and regulations in respect of the occupation and use of the Building which rules are as from time to time at the Vendor's sole and absolute discretion.
Insurance Premium	means the portion of the insurance premium to be borne by the Purchaser and which is more particularly defined in Clause 11B.
Management Corporation	means the Management Corporation established under the Strata Titles Act 1985.
Management Fund	means the fund derived from the collection of the Service Charges including any interest for late payment accrued therefrom but does not include the Sinking Fund.
Other Parcels	means all the said Apartments comprised in the Building (except the said Parcel) and in so far as the context may require includes the Apartments belonging to the Vendor.
Other Purchasers	mean:-  (i) the purchasers of the Other Parcels in the Building and include, as the context may require, their lessees, tenants, licensees, permittees, invitees or other lawful occupiers and their employees, servants, agents and contractors; and  (ii) in the case of the Vendor's Parcels, include, as the context may require, the Vendor and its lessees, tenants, licensees, permittees, invitees or other lawful occupier and their employees, agents and contractors.
Service Charges	refers to the amount of money determined from time to time by the Vendor under Clause 6.1 hereunder for the purpose of upkeeping maintaining and managing the Common Property and the provision of Common Facilities and Services and including the cost and expenses mentioned in Clause 3.3.1 herein.
the Purchaser	shall, in this Deed, include his heirs, successors in title, personal representatives permitted assigns lessees tenants and licensees and where there are two or more persons included in the expression "the Purchaser" their liabilities under this Deed shall be joint and several.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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**Sinking Fund** means such amount of money as may be determined by the Vendor from time to time under Clause 5.1 hereunder and payable by the Purchaser to the Vendor immediately upon delivery of vacant possession of the said Parcel and the said amount shall constitute the Purchaser's share for intended upkeep and maintenance of the said Land and Building including but without limiting to major infrastructural and structural mechanical electrical works, repainting of the exterior walls of the Building, redecoration and improvisation of facilities and amenities which the Vendor may choose to carry out or introduce for the common usage/benefit of all the Purchasers from time to time and the amount of such contribution shall be determined in proportion to the share units assigned to the said Parcel by the Vendor's Surveyor.

**Vendor** includes its successors in title and permitted assigns and shall where the context permits include any management company appointed by the Vendor to carry out the task and services herein stated.

1.2 words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

**2. CONSIDERATION**

2.1 In consideration of the due observance by the parties hereto of the terms and conditions hereinafter contained, the Vendor hereby covenant with the Purchaser jointly and severally together with the Other Purchasers that from the Vacant Possession Date up to the date the Management Corporation is established under the Strata Title Act and/or any relevant legislation for the time being in force the Vendor shall observe and perform the several stipulations contained herein.

2.2 The Purchaser hereby covenants with the Vendor and jointly and severally with all the Other Purchasers that the Purchaser shall in respect of the use of the said Parcel and the Common Property shall observe and perform the several stipulations contained herein and shall further perform, observe and comply with all the By-Laws contained in the Third Schedule of the Strata Titles Act 1985 ("By-Laws") and to observe such restrictions of use of the said Parcel and of the Common Property which the Vendor, pending the formation of the Management Corporation, may deem fit to impose from time to time.

3. **COVENANTS BY THE PURCHASER**

3.1 **Use**

- 3.1.1 The said Parcel shall be used for residential or dwelling purposes only and no part of the said Parcel shall be used for business or commercial purpose.
- 3.1.2 The said Parcel shall not be used for any illegal, immoral, improper, offensive or unlawful purpose or activity.
- 3.1.3 The Purchaser shall not permit or suffer any person of unsound mind or a drunkard or drug addict or criminal to be in or about the said Parcel.
- 3.1.4 The Purchaser shall not use the said Parcel or the Common Property for any religious or political activity.

3.2 **Purchaser's Guests/Invitees/Tenant**

The Purchaser shall ensure that his invitees or guests or his tenant and/or the tenant's invitees or guests shall comply with the terms and conditions of this Deed and the House Rules to be made under this Deed and shall indemnify and keep indemnified the Vendor and/or the Proprietors of any loss and damage suffered or incurred or to be suffered or incurred arising out of the acts and conducts of the Purchaser's invitees or guests or tenant or the tenant's invitees or guests.

3.3 **Upkeep Maintenance and Repair of the Said Parcel**

- 3.3.1 All maintenance, repairs and replacements in or to the said Parcel whether structural or otherwise including but not limited to the maintenance, repair or replacement of screen, windows, the exterior side of the door and plumbing and air-conditioning fixtures and equipment, if any within the said Parcel, shall be performed by the Purchaser at its own cost and expense.
- 3.3.2 From the date of delivery of vacant possession until the issuance of strata title of the said Parcel and the transfer thereof to the Purchaser and the formation of the Management Corporation (whichever shall be the earliest) the Purchaser shall at all times keep the said Parcel including all fixtures and additions thereto in good and substantial repair and condition to the satisfaction of the Vendor and shall permit the Vendor or its agents with or without workmen or others at any time at convenient hours to enter the said Parcel and examine the state and condition thereof and the Purchaser shall at its expense forthwith

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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repair make good all defects on the said Parcel and all parcels adjoining adjacent below and above that may be affected by the failure of the Purchaser to keep the said Parcel in good and substantial repair and condition of which notice in writing shall have been given to the Purchaser by the Vendor. If the Purchaser shall fail to comply with the aforesaid notice from the Vendor, the Vendor or its appointed agents shall have the right to make such repairs and to charge the Purchaser for costs of such repairs which is payable upon demand being made by the Vendor, failing which the Vendor shall be entitled to commence legal proceedings to recover the same.

- 3.3.3. The Purchaser shall give notice to the Vendor and the Other Purchasers of all parcels adjoining adjacent below and above the said Parcel his intention to repair or replace any joints or beams on which the floor and the ceiling of the said Parcel are void and shall make good any damage to the floor, ceiling and walls of the parcels affected thereby.
- 3.3.4. The Purchaser hereby agrees and declares that the walls separating the said Parcel from the adjoining parcel or parcels shall be deemed and acknowledged to be a party wall or walls as the case may be and the same shall be maintained and kept in good repair from time to time at the joint cost and expense of the Purchaser and the Other Purchasers of such adjoining parcel or parcels.
- 3.3.5. The Purchaser hereby agree and declares that he shall allow the Other Purchasers of all parcels adjoining adjacent below and above the said Parcel and/or his servants, workers and/or contractors to have reasonable access to the said Parcel for repairing works purpose(if any).

3.4. **COMMON AREAS**

3.4.1. No Intrusion Into Common Space

All common air space shall not be intruded at any time or used for any purpose other than their designated use only. Poles, wires and lines, air-conditioning brackets or any boards, notices, displays, supports or other appurtenances and protuberance of any nature that intrude and/or protrude into the common air space shall not be allowed. The Management reserves the right to require any Occupant to remove any such intrusion or protrusion and where the Occupant fails to do so within seven (7) days the Management may remove the same and charge the cost and expense to the Occupant.

3.5. **Upkeep, Maintenance of Common Property etc**

- 3.5.1 The Purchaser and the Purchasers of the other parcels in the said Development shall be responsible and pay for the expenses and cost of upkeeping maintaining managing the

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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Common Property and the Common Facilities and Services and the provision of such Common Facilities and Services such as, but not limited to, the following:

- a) The expenses of maintaining repairing redecorating and renewing the main structure and in particular the roof, gutters, refuse collection areas and rainwater pipes of the Building.
- b) The expenses of maintaining repairing renewing the water pipes drains, electric cables and wires, telephone or any other telecommunication cables or gadgets, television and radio or satellite aerials (if any) in under or upon the Building and enjoyed or used by the Purchaser in common with the Vendor and Purchasers of the other premises comprised in the Building.
- c) The expenses of maintaining repairing redecorating and renewing the main entrances passages landings and staircases of the Building so enjoyed or used by the Purchaser in common as aforesaid.
- d) The expenses of maintaining repairing redecorating and renewing the boundary walls and fences of the Building and the roads footpath and parking bay situated in or on the said Land.
- e) The cost of cleaning and lighting the passages landings staircases and other parts of the Building so enjoyed or used by the Purchaser in common as aforesaid.
- f) The cost of keeping the forecourt garden way (if any) and other parts of the Common Property in good tenable repair and condition and (as to the garden) in cultivation.
- g) The cost of maintaining, cleaning, lighting, repairing, working, running and replacing of the machinery equipment, lifts and accessories.
- h) The cost of employing and maintaining guards (if any) and other security facilities or features (if any) for the Building.
- i) The payment of all quit rent, rates taxes and outgoings (if any) payable in respect of the Common Property.
- j) The cost of insurance against fire in respect of the Building and such other risks as the Vendor may from time to time think fit.
- k) The cost of the maintenance, cleaning, repairing and replacing of the communal refuse bins in the Building.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- l) The fees, costs, expenses, charges and disbursements paid to any agents, property managers, consultants or lawyers appointed by the Vendor for the maintenance and management of the Building, the Common Property, the Common Facilities and Services and for the advise implementation and enforcement (including taking legal action) of the terms and conditions of this Deed and the Principal Agreement.
- m) The costs of decorating the parts of the Building (including the exterior of the Building) other than the interior of the said Parcel and the interior of the other apartments in the Building.
- n) The reasonable charges (including the costs of materials and profit) for any work carried out by the Vendor in accordance with the provisions hereof;
- o) The costs and expenses of or incidental to the employment of personnel engaged in and about the provision of the Common Facilities and Services; and
- p) Other expenses (if any) incurred by the Vendor in and about the maintenance, and proper and efficient management and running of the Building and the Common Property and the maintenance and provision of the Common Facilities and Services and generally in maintaining the repute and prestige of the Building.

3.5.2. A statement or a certificate of the Vendor shall be conclusive and final and binding on the parties hereto as to the correctness of the amount of cost and expenses incurred for the upkeep and maintenance of the Common Property and the Common Facilities and Services and of the amount of Service Charges, outgoings and any other expenses payable by the Purchaser PROVIDED ALWAYS that the Vendor and or the Management Corporation shall cause the account of the Service Charges incurred to be audited by a qualified accountant once a year and the Purchaser be permitted to inspect the said audited account upon request.

3.6 **Renovation**

3.6.1 **Permission Before Commencement of Work**

- a) The Purchaser shall not prior to the issuance of the separate strata title to the said Parcel make any repairs additions alterations or renovation works to the said Parcel or the plumbing and electrical instillation provided to the said Parcel without having first obtained the prior written consent of the Vendor.
- c) All such repairs additions alterations or renovation works to the said Parcel shall be carried out in accordance with the plans approved by the relevant local authority and the Vendor.

3.6.2 **Renovation Deposit**

- a) In the event that the Purchaser shall undertake any additions, alterations or renovation to the said Parcel, the Purchaser hereby agrees to pay in advance and before the commencement of such additions, alterations or renovations to the said Parcel, a sum stipulated in Section 4 of Appendix 1 (hereinafter called "the Renovation Deposit").
- b) Upon the completion of all additions, alterations or renovations to the said Parcel abovementioned and upon the Vendor being satisfied that no damage is caused by the Purchaser to the adjacent parcels of the said Parcel, the Common Property or the Building or the Common Facilities and Services, the Vendor shall refund the Renovation 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 this Deed.
- c) In the event that any damage to the adjacent parcels of the said Parcel, the Common Property or the Building or the Common Facilities and Services is caused by or is attributable to the Purchaser and/or his agents or servants during such additions, alterations or renovations to the said Parcel as abovementioned, the Vendor shall be entitled without prejudice to any other rights that it may have to use the Renovation Deposit for the costs of any repairs to make good such damage and the balance of the Renovation Deposit (if any) shall be refunded by the Vendor to the Purchaser without interest and if the Renovation Deposit is insufficient to cover the costs of such repairs the Purchaser shall forthwith pay to the Vendor the extra costs.

**3.6.3 Renovation Limits**

- a) The Purchaser shall not do or permits or suffer to be done anything inside or outside of the said Parcel which would affect the structural framework of the Building or the overall safety of the Building.
- b) All renovation works are to be confined to the limits of the said Parcel. Hacking of structural slabs, columns, beams, toilet and balcony areas including and the knocking down of walls and wet construction of any sort are strictly prohibited unless the prior written consent of the Vendor is obtained.
- c) The Purchaser is prohibited from altering or renovating the said Parcel or erecting any additional structures or carry out any works which may effect the external facade of the Building without the prior consent of the Vendor or the Management Corporation and the Vendor shall have the authority to demolish all unauthorised erections, additions or alterations by giving seven (7) days written notice to the Purchaser to demolish the same and all costs incurred in respect of such demolition and removal shall be borne by the Purchaser.
- d) The Purchaser shall also not mark paint drive nails or other similar items into or otherwise damage or deface any wall ceiling or structure that forms part of the Common Property without the prior approval in writing of the Vendor or the Management Corporation.
- e) The Vendor shall also have the right to limit the nature and type of equipment used by the Purchaser in carrying out the renovation works to the said Parcel at the Vendor's absolute discretion without having to give any reasons.

**3.6.4 Excessive Noise and Conduct of Contractors**

- a) The Purchaser shall ensure that his workmen will not make excessive noise in the event that repairs or renovations are being undertaken inside the said Parcel.
- b) The Purchaser shall be responsible for the conduct and behaviour of his appointed contractors and any damages to Building, the Common Property or the Common Facilities and Services shall be made good at the cost and expense of the Purchaser.
- c) All debris waste rubbish must be cleared and removed upon completion of daily works.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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**3.6.5 Security Checks**

All delivery, removal and renovation works must be reported at the security check-point . Notwithstanding this, the Vendor reserved 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 under sub-clause 3.4.

**3.6.6 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 Common Property. The security personnel have the right to question any person in the Common Property found without a pass.

**3.6.7 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 the dumping ground approved by the authority outside the Building's compound.

**3.6.8 Working Hours**

- a) All repairs, additions, alterations, or renovation of any kind to the said Parcel shall be only be permitted to be carried out during the weekdays of Monday till Saturday from 9.00 am till 5.30 pm or at such other times as shall be prescribed by the Vendor.
- b) No repairs, additions, alteration or renovation of any kind to the said Parcel shall be carried out during Sunday and Public Holidays, and, for the the weekdays of Monday till Saturday, before 9.00 am and after 5.30 pm or at such other times as shall be prescribed by the Vendor.

**3.7 Car Parking**

**3.7.1 Designated Car Park Lot (if sold by the Vendor)**

- a) The Purchaser shall not park his vehicle in any parking lot other than the parking lot (hereinafter called "the designated parking lot") that was assigned to him (if any).
- b) The car shall at all times be properly parked in the designated parking lot and within the designated area. The Purchaser whose designated parking lot is found to be wrongfully occupied by another car are advised to report to the Vendor or the security guard. Any

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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vehicle parked in the area other than the designated parking lot may be towed away at the defaulting Purchaser's or the vehicle owners's expense without prior warning.

**3.7.2 Reservation of Area in Parking**

Save and except for the designated parking lot, the Purchaser shall have no right to expect or to require any of the areas set aside, reserved or intended for the parking of motor vehicles (whether situated in any of the Buildings erected on the said Land or in or on the said Land) to be made available to him or to his family, servants, invitees or licensees or to Other Purchasers of the other parcel or to persons visiting the said Parcel or having any business there or to anyone.

**3.7.3 Junk Vehicle/Maintenance of Vehicle**

No junk vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any of the parking spaces, nor shall repair or extraordinary maintenance of vehicles be carried out on any parking space or the Common Property.

**3.7.4 Car Park Arrangement and Sticker**

- (b) The car sticker and the smart access reader or card are to be used for the entry of the vehicle whose registration make and model are as stated in the records of the Vendor or the Management Corporation as supplied by the Purchaser and strictly not transferable.
- (c) The use of the car sticker and the smart access reader or card is subject to the rules and regulations as may be issued by the Vendor or the Management Corporation and may be amended from time to time.

**3.7.5 Parking at Designated Area**

The Purchaser shall park at the area designated for parking and shall not by himself or his agents, licensees or invitees cause any obstruction of the flow of traffic along the passage ways or the Common Property.

**3.7.6 Safety**

The Purchasers or occupiers shall not drive any motor car or vehicle in a manner within the Common Property so as to endanger the lives of other occupiers within the Common Property.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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3.7.7 Parking at Own Risk

All cars are parked at the car owners' risk. The Vendor or the Proprietors or the Management Corporation shall not be held liable or responsible for any damage, theft, loss, etc. caused to the cars parked in the compound and the Purchaser shall indemnify and keep the Vendor indemnified against any claim or action or damage or loss arising from the injury or death to third person or damaged to the property of the third person arising from the fault of the Purchaser.

3.7.8 Car Wash

The car parking bay shall not be used as a place for cleaning or washing any vehicle. Cleaning and washing of vehicle shall be carried out only at the specially assigned space, if any.

3.7.9 Enforcement

Without prejudice to any other right which it may have, the Vendor shall be entitled, in the event of a breach or violation of the clauses governing the car park system, to take, in its sole discretion, such action as it considers appropriate under the circumstances including the mechanical disablement, immobilization, clamping, towing away and the sticking of warning notices on the said vehicles. All expenses and costs arising out of or in connection with or from the action taken by the Vendor in respect thereof shall be borne or paid for by the Purchaser, occupiers or invitees. The Vendor shall not be responsible for any damage or loss incurred by the Purchaser as a result of the Vendor's action in connection thereto.

3.8 Common Property

3.8.1 Undivided Share

The undivided share in the Common Property which is appurtenant to each Parcel shall not be separated therefrom and shall pass with the title to the Parcel, whether or not separately described. A share in the Common Property appurtenant to a Parcel cannot be conveyed or encumbered except together with the said Parcel. The share in the Common Property appurtenant to each parcel shall remain undivided, and the Purchaser hereby undertakes that no action for partition of the Common Property or any part thereof shall be instituted.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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**3.8.2 No Obstruction at Common Property**

- a) All common entrances, passageways, lobbies, stairways and corridors shall not be or permitted to be obstructed or used by any Purchaser for any purpose other than ingress or egress.
- b) The Purchaser shall not obstruct or deposit anything to prevent the free usage of the Common Property on any path, hall, stairway, lift, lobby or corridor or injure or dirty any part thereof.
- c) The Purchaser shall not convey any motorised vehicles or bicycles in the lifts except wheelchairs.

**3.8.3 Function and Gathering**

The Common Property shall not be permitted to be used for any function or gathering without the prior written consent of the Vendor.

**3.8.4 Funeral Services and Religious Ceremony**

No funeral service or ceremony or other religious ceremony or any activity connected with or related to the supernatural and/or the occult shall be permitted to be held in the said Parcel or within the Common Property.

**3.8.5 Furniture and Equipment in or at Common Property**

Furniture and fixtures placed in any part of the Common Property by the Vendor are for use in those specified areas and shall not be removed therefrom by any Purchaser.

**3.8.6 Roller Skates etc**

Roller skating, scootering, roller blading or cycling shall not be permitted in any part of the Common Property, in particular but not limiting to, the pool deck, the lobbies and the corridors.

**3.8.7 No Unauthorised Coaching**

The Purchaser, member of his family or guests or invitees are not allow to utilise the swimming pool facility and any other common facilities either as an instructor, a trainer or a coach to operate, running or coaching any swimming class(es), lesson(s) or any similar activity(ies).

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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3.8.8      **General**

- a)      The Purchaser, members of his family, guests or invitees shall at all times be properly attired when within the compound of the Common Property and when using the Common Facilities and Services.
- b)      The Purchaser shall not permit anything to be dusted, shaken, thrown or swept onto the passageway or any other Common Property.
- c)      The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein.

3.9      **House Pets and Livestock**

The Purchaser shall not keep or permit to be kept any animals or domestic pets in the said Parcel which will give rise to a complaint from the Other Purchasers. No animal or domestic pets shall be kept or permitted to be kept or allowed in the Common Property.

3.10      **Potted Plants**

The Purchaser shall ensure that all potted plants or plants grown in flower boxes belonging to the Purchaser and visible from the exterior of the said Parcel shall be maintained in a clean and healthy condition so as not to cause annoyance to others and shall ensure that such potted plants and flower boxes do not pose any danger to any person or persons.

3.11      **Nuisance**

- 3.11.1 The Purchaser shall undertake not to make or permit any objectional noises lights or smell in or about the said Parcel or within the Building nor interfere in any way with the Other Purchasers or occupants of the Development and all musical instruments of any kind, wireless, radiogram, hi-fi systems, television sets and lights shall be controlled so that the sound or lights arising therefrom shall be reasonable and not cause annoyance to the Other Purchasers or so as to be audible outside the said Parcel between the hours as may be specified in any Bye-laws enacted by the Appropriate Authority or in any Rules or Regulations made by the Vendor.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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3.11.2 The Purchaser shall not hold or permit to be held any gathering in the said Parcel in which there shall occur noise which interferes with the peace and quiet of any of the Other Purchasers or occupants.

3.11.3 The Purchaser hereby covenants with the Vendor and jointly and severally with all the Other Purchasers, that he shall not allow any nuisances in the said Parcel or commit any nuisance in the Common Property nor shall he engage in anything which is a source of annoyance to other occupants or which interferes with the peaceful enjoyment of the Other Parcels and the Common Property by the Other Purchasers or their tenants, lessee, invitees or permittees.

3.12 **Use of Staff Employed By The Vendor**

All staff and agents of the Vendor are under the sole authority and supervision of the Vendor and the Purchaser shall not give directions or orders to do any work to these staff or agents nor be allowed to use the facilities or stationery provided by the Vendor to its staff and agents.

3.13 **Cleanliness of Parcel**

3.13.1 Garbage, rubbish and other trash shall be securely wrapped or contained before disposing of it in the refuse bins provided by the Vendor and wet and soggy rubbish or garbage should be separately wrapped secured from the dry rubbish or garbage and the Purchaser shall not push or dispose off any hardboard, cartons, heavy, hard or bulky objects and highly flammable materials into the rubbish bins.

3.13.2 Cleaning and maintenance of the said Parcel including the exterior surfaces of the windows and doors of the said Parcel are the responsibility of the Purchaser.

3.13.3 The Purchaser shall keep the said Parcel clean and in a healthy state and take all necessary precautions to prevent any infestation of vermins or insects and termites and to take all necessary actions to destroy remove such infestation of vermins or insects or termites. The Vendor may serve upon the Purchaser notice in writing specifying any cleaning necessary to be done and require the Purchaser to forthwith execute the same and if the Purchaser shall not within ten (10) days after the service of such notice proceed diligently with the execution of such cleaning, then the Vendor shall have the right to enter upon the said Parcel and execute such cleaning at the costs and expenses of the Purchaser (and the costs thereof shall be borne by the Purchaser).

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- 3.13.4 The Purchaser shall not do or allow anything to be done which might result in clogging or damage of the sewerage and drainage pipes supplying the Building;
- 3.13.5 The Purchaser shall not throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere on the Common Property except in the proper bin or other contained or in any area or locating designated by the Vendor.
- 3.14 **Balcony and the External Facade of the Parcel**
- 3.14.1 The Purchaser shall not except as otherwise permitted by the Vendor install any wiring or other device for electrical installations, television antennas, machines or other equipments or appurtenances on the exterior of the Building or protruding through the walls, doors, windows or roof thereof and no shade or shutter of any sort shall be constructed along the corridors.
- 3.14.2 The Purchaser shall not cause or permit any balcony or roof deck appurtenant to the said Parcel to be enclosed, covered by an awning or otherwise, increased in size or altered in configuration, nor any improvements or changes to be made thereof or to the exterior of the said Parcel, including without limitation to painting or other decoration of any nature, the installation of electrical wiring, television antennae, machines or air-conditioning units which may protrude through the walls or the roof of the said Parcel or may protrude through the walls or the roof of the said Parcel or Building nor change the appearance of any portion of the Building. All window treatment shall have a standard backing facing the exterior window to provide uniformity and to maintain the aesthetic integrity of the Building.
- 3.14.3 Clothings beddings or other articles shall not be permitted to be dried or hung on or out of any window, railings, balcony or passageway save and except in areas designated as washing areas.
- 3.14.4 The Purchaser shall notify the Vendor to determine the location of air compressors for air conditions.
- 3.14.5 The Purchaser shall not erect any external blinds, awnings, shades, screens or grill works which are visible from outside without the written consent of the Vendor and the Vendor may in granting such consent require that such erection works shall be in compliance with the Vendor's Architect's specification including choice of colour, design and pattern.
- 3.14.6 The Purchaser shall not throw rubbish refuse or any article of any kind whatsoever from his balcony or out of the windows or on any part of the Common Property nor allow any rubbish or anything else to accumulate on his balcony which may fall therefrom.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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3.14.7 The Purchaser shall not place flower pots or any other things whatsoever on the balcony or the exterior of the said Parcel or in any way create a danger to the safety of the public and other Purchasers and their invitees and licensees.

3.14.8 The Purchaser shall not do anything to harm or adversely affect the uniformity and aesthetic integrity of the said Parcel and the Building or any part thereof.

3.15 **Prohibition of Acts Affecting Insurance Policy**

Nothing shall be allowed, done or kept in the said Parcel or within the Common Property which will overload or impair the structure, floors, walls or roof of the building, or will affect the safety and the fitness for occupation of the said Parcel or the Building or which will cause an increase in the premium rates or the invalidation or cancellation of insurance policies maintained by or for the Vendor with respect thereto. The Purchaser shall on demand pay to the Vendor all expenses incurred by the Vendor in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Vendor.

3.16 **Interference With Constructional Works**

The Purchaser shall not do or permit to be done any act matter or thing which may in any manner interfere with the construction of the said Parcel and shall refrain from entering upon the said Parcel during the time the construction operations are in progress.

3.17 **Combustible Materials**

Explosives, firecrackers and other combustible materials shall not be brought into or stored in the said Parcel and/or the Building and/or within the Common Property and no substance or material which may give rise to smoke or fumes or obnoxious smell shall be used as fuel.

3.18 **Electrical Installations**

The Purchaser shall not install in the said Parcel any electric socket or power points or any air-conditioning units or electric motor or engine unless the Purchaser shall have first obtained the written consent of the Vendor and, at his own costs and expense, the written confirmation of the Tenaga Nasional Malaysia or other Appropriate Authority that the installation of any such electric socket or power points of air-conditioning units or

electric motor or engine which the Purchaser intends to install in the said Parcel will not overload or cause damage to the power supply or to any of the existing electrical installation in the Building.

3.19 **Rules For Use of Amenities and Recreational Facilities**

The Purchaser shall comply with and abide by all House Rules applicable to the use of the Common Facilities and Services and such other rules and regulations which may be introduced by the Vendor at its sole discretion from time to time.

3.20 **Sign Boards And Public Announcement**

3.20.1 The Purchaser shall not without the prior written consent of the Vendor permit to decorate or affix signboard or notices of any description onto the exterior of the said Parcel or do not permit to do anything to vary the external appearance of the Building including the erection of awnings, shades, grills and the like. All signboards and notices of any description which the Purchaser may affix to the exterior of the Parcel after obtaining prior consent shall be of a size which shall have been approved by the Vendor before the same is affixed and shall only be affixed to such part or parts of the exterior of the said Parcel as the Vendor may approve.

3.20.2 The Purchaser shall not use the outer walls of the said Parcel or the Building or any part of the Common Property for the purpose of any public announcement advertisement or to exhibit any external indication of business unless prior written consent of the Vendor is obtained.

3.21 **Letting, Tenancy**

In the event that the Purchaser shall let out the said Parcel the Purchaser shall immediately notify the Vendor of such letting and shall furnish the Vendor with details of such letting as the Vendor may require from time to time. The Purchaser shall inform and shall include in the tenancy agreement a term stipulating that the tenant and his invitees or guest or employees shall abide and be bound by the terms and conditions of this Deed and the Rules and Regulations. Once the said Parcel is let out, the entitlement to the use of the Common Property and the Said Facilities is automatically transferred to the tenant and the Purchaser is no longer entitled to use the Said Facilities notwithstanding that the Purchaser is the lawful and legal owner.

**3.22 Notification**

- 3.22.1 Advance notice shall be given to the Vendor when large personal effects are to be moved in or out of the Building in order to maintain proper scheduling and monitoring.
- 3.22.2 The Purchaser shall file with the Vendor his name, mailing address and contact telephone number and all other information which the Vendor shall require from time to time.
- 3.22.3 The Purchaser shall give the Vendor prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge.
- 3.22.4 The Purchaser shall observe all signs and notices put up in the Common Property by the Vendor.
- 3.22.5 The Purchaser shall give the Vendor prompt notice of any accident occurring in the Common Property or any defect in the Common Property including electrical installations and water pipes therein or thereon and if damages caused to other parcel due to releases originated from that particular parcel then the Purchaser of that parcel shall solely bear all cost and expense for repairs to the damaged parcel(s).

**3.23 Private Caveat**

The Purchaser shall not lodge any private caveat on the said Land. The Purchaser shall also ensure and cause any other person, including his financier who has given him a loan to enable the Purchaser to pay the purchase price of the said Parcel not to lodge any private caveat on the said Land.

**3.24 Indemnity**

- 3.24.1 Without prejudice to any other rights the Vendor has under the Principal Agreement and/or this Deed and/or under the laws of Malaysia, the Purchaser shall be liable for any loss and damage arising out of or caused by any breach by the Purchaser of Sub-Clauses 3.1-3.21 hereof and shall indemnify and keep the Vendor indemnified against such loss, damage and expenses.
- 3.24.2 The Purchaser hereby agrees with the Vendor that he shall indemnify and keep the Vendor fully indemnified against all loss, damages, demands, claims, actions or proceedings filed against the Vendor (including the Vendor's solicitors cost) in respect of or arising from any personal injury or damage to property of the Purchaser, his servants,

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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agents, licensees, invitees or all those claiming title under him occurred whilst in or about the Parcel, the Common Property, the Building and/or the Land.

- 3.24.3 The Purchaser hereby agrees jointly and severally with all the owners of the other parcels comprised in the Building to comply with the provisions of any Act, Ordinance, Enactment, Regulation or By-Law for the time being in force affecting the Parcel, the Building, the Land and/or the Project and shall not do or suffer any act or thing to be done in breach of the foregoing and shall at all times indemnify and keep indemnified the other owners and/or occupiers of the other parcels comprised in the Building against all loss, damages, demands, claims, actions or proceedings made in respect of any act or thing done or omitted in contravention thereof
- 3.24.4 The Purchaser hereby covenants with the Vendor and jointly and severally with all the owners and/or occupiers of the other parcels comprised in the Building, to keep the Vendor and/or such owners and/or occupiers indemnified against all demands, claims, actions, proceedings, loss, damages, cost and expenses (including the solicitors' cost) arising out of any breach by him of the terms and conditions of this Deed and/or the Sale and Purchase Agreement.

**4. COVENANT BY THE VENDOR**

The Vendor covenants that subject to such restrictions of use as is provided for in this Deed, the said Parcel is sold TOGETHER with the free right and liberty for the Purchaser his personal representative, successors and assigns and his servants agents licensees and invitees in common with the Vendor and all other Purchasers and or persons having the like right and liberty at all times and for all purposes whatsoever connected with the use and enjoyment of the said Parcel to pass and repass along over and upon all the Common Property TOGETHER also with the full right and liberty to make all necessary connections (and thereafter to use in a proper manner) drain pipes cables or wires laid or constructed by the Vendor under or over the said Land and the said Parcel for the purpose of the supply of water electricity and telephone service to and for drainage and sewage of water from the said Land and the said Parcel RESERVING NEVERTHELESS to the Vendor and all others to whom the Vendor may grant or having already granted the same or similar rights of way and drainage and of making connection as aforesaid and right to construct lay and use and drains pipes and cables or wires over and under the said Land and the said Parcel which the Vendor or such other persons may consider necessary for the purpose of serving all the parcels in the Development and to make all necessary connection thereto.

**5. SINKING FUND**

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- 5.1 The Purchaser shall pay a contribution to a Sinking Fund and the amount of such contribution payable by the Purchaser shall be the amount stipulated in **Section 5 of Appendix 1** hereto and shall be payable by the Purchaser immediately upon the delivery of vacant possession of the said Parcel by the Vendor.
- 5.2 The Purchaser shall, upon the date he takes vacant possession of the said Parcel contribute to the sinking fund an amount equivalent to ten per centum (10%) of the service charges determined in accordance with subclause 19(2) of the Sale and Purchase Agreement and thereafter such contribution shall be payable monthly in advance.
- 5.3 The Vendor shall and is hereby irrevocably authorised by the Purchaser to utilise the Sinking Fund for the purposes of which it was set up including, but not limited to, the following :-
- a) for painting or repainting any part of the Building and/or the Common Property;
  - b) for the acquisition of suitable assets and equipment for use in relation with the Common Property;
  - c) for the renewal or replacement of any fixtures or fittings, capital equipment (i.e. fire fighting equipment, lifts, water storage tanks, etc) comprised in the Common Property;
  - d) for maintenance repair and improvement of the Common Property, the Building and the Common Facilities and Services including infrastructural, structural mechanical electrical works which are deemed necessary by the Vendor or its consultants; and
  - e) any other expenditure not being expenditure incurred to meet any liability vis-a-vis the Purchaser's parcel or for settling any default in payment by the Purchaser.

**6. SERVICE CHARGES**

- 6.1 The Purchaser hereby agrees to pay an agreed sum of the amount stipulated in Section 6 of Appendix 1 as the Service Charges.
- 6.2 The Purchaser shall pay one (1) month deposit and three (3) months' advance in respect of the Service Charges immediately upon the delivery of vacant possession of the said Parcel and thereafter the same shall be payable monthly in advance.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- 6.3 The Purchaser shall pay all Maintenance and Services charges within seven (7) days from the date it is due with or without demand and shall be liable for a late interest payment of ten (10%) per centum on the amount so due and such rate of interest shall be applicable and valid even after judgment is obtained in a competent court.
- 6.4 The Purchaser shall be liable to the Vendor for all legal costs (based on a solicitors-clients basis) and disbursements incurred or to be incurred for taking advise and legal action to recover any sums due by the Purchaser under this Deed.
- 6.5 Without derogating from the other provisions herein, the Purchaser hereby agrees and authorises the Vendor to engage or appoint any person, agent, property manager, advisor, consultant to collect the Service Charges and to manage the provision of Common Facilities and Services including taking of legal action to enforce the payment of the same and all other sums due and owing by the Purchaser to the Vendor and to enforce all other terms and conditions of this Deed and the Principal Agreement and, notwithstanding Clause 6.4 above, the Purchaser further agrees and authorises the Vendor to utilise the Management Fund to pay for the costs and expenses of engaging or appointing such person, agent, property manager, advisor, consultant in carrying their duties and tasks.
- 6.5 Without derogating from the provision of Clause 11.3 hereof, the Vendor -reserve the right to or suspend the supply and use of all of such utilities and services to the Purchaser until such time the default or breach of this Deed has been remedied or settled or abated by the Purchaser.
- 6.6 Notwithstanding anything contained in this Deed, the Vendor further reserve its rights to remove, modify, substitute or reduce the Common Facilities and Services.

**7. EXCLUSION OF LIABILITY**

- 7.1 While the Vendor will endeavour to provide, supply and maintain the Common Facilities and the Common Property, the Purchaser hereby agrees that the Vendor and its employees, servants, agents and contractors shall not be liable for any injury, death, loss or damage suffered by the Purchaser or his tenants, lessees, invitees, permittees, servants, agents, contractors or other lawful occupiers arising out of or in connection with the act failure neglect negligence or omission on the part of the Vendor and its employees, servants, agents and contractors in the provision of the Common Facilities and the upkeep and maintenance of the Common Property and in the discharge of its duties and obligations contained in this Deed.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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7.2 Without prejudice to Clause 7.1, the Vendor shall not be liable in any manner if any failure by the Vendor to fulfill any of its obligations hereunder is due to or caused by acts of God, force majeure, strike, lockout, riot, civil commotion, acts of war, enemy action, loss or damage by fire, flood, tempest or the Vendor's inability for reasons beyond its control to obtain any necessary sanction or approval of any Appropriate Authority or any other reason beyond the Vendor's reasonable control.

**8. HOUSE RULES**

8.1 The Purchaser hereby expressly consents and authorises the Vendor to make the House Rules as are, in the opinion of the Vendor, deem necessary for the better management use and maintenance of the Common Property and the Common Facility and Services.

8.2 The purchaser further agrees that the Vendor may from time to time at its sole and absolute discretion vary, amend, modify and supplement the House Rules without prior notice (whether written or otherwise) to the Purchaser. The House Rules as varied, amended or modified shall be construed as an integral part of this Deed and binding on the Purchaser to the same extent as if the same have been set forth verbatim herein.

8.3 the Purchaser hereby covenants with the Vendor and jointly and severally with all the Other Purchasers that he and/or his tenants, lessees, licencees, guests, invitees and permittees will full observe, comply and perform all the rules contained in the House Rules.

**9. MANAGEMENT CORPORATION**

9.1 As soon as a book of the subsidiary register (strata role) is opened in respect of the subdivided apartments the Purchaser agrees with all such other purchasers to the formation of a Management Corporation as provided for under the Strata Titles Act, 1985.

9.2 The Purchaser hereby undertakes that it shall abide by the terms and conditions of this Deed and the House Rules made under this Deed even after the formation of the Management Corporation and shall procure that the the terms and conditions of this Deed and the Rules and Regulations made under this Deed shall be the Bye-laws of the Management Corporation binding all owners of the parcels and the term "Vendor" shall mean "the Management Corporation".

9.3 The Purchaser hereby covenants and agrees with the Vendor and all the other Purchaser of the rest of the parcels in the Development that he shall use its voting rights in the

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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Management Corporation when it is formed to procure that the Management Corporation shall pass a resolution to bind each of the members of the Management Corporation to the provisions of this Deed and the House Rulesmade hereinafter.

- 9.4 The Vendor shall transfer or cause to be transferred to the Management Corporation the whole or any balance remaining of the Management Fund and/or the Sinking Fund.
- 9.5 The Vendor shall deliver or cause to be delivered to the Management Corporation all correspondences, contracts and documents of title in respect of all properties purchased by the Vendor, if any, for the use and enjoyment in common of the owners and/or occupiers of the parcels comprised in the Building.
- 9.6 Pending the formation of the Management Corporation the Purchaser agrees that all powers vested in and exercisable by the Management Corporation under the Strata Title Art shall be deemed vested and exercisable, by the Vendor pending the establishment of the Management Corporation.

**10. MANAGEMENT OFFICE**

- 10.1 The management team set up by the Vendor shall control, manage and administer the usage of management office.
- 10.2 The management office shall be used for and in connection with performance and/or enforcement of the terms and conditions of this Deed and the House Rulesmade under this Deed.

**11. BREACHES AND NON-COMPLIANCE OF THIS DEED**

- 11.1 All corrective actions in respect of the violations of the terms and conditions of this Deed and any House Rulesmade under this Deed may be enforced by the Vendor.
- 11.2 Any damage to the Common Property by the Purchaser or his permitted assigns, servants, employees, invitees, guests and all other persons connected with him, shall be surveyed by the Vendor and all costs and expenses incurred in the making good of such damage shall be borne by the Purchaser.
- 11.3 The violation of any of the terms and conditions of this Deed and any House Rulesmade under this Deed shall give the Vendor the right to, without prejudice to the rights of the Vendor to claim for the amount outstanding and other loss and damage, :-

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- (a) enter the said Parcel in which or to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Purchaser any structure, things and conditions that may exist therein contrary to the intent and meaning of the provisions hereof, and the Vendor shall not be thereby be deemed guilty in any manner of trespass;
- b) withhold or disconnect the provisions of all services under this Deed to the Purchaser or to the said Parcel and to the Common Property serving the said Parcel (including, but not limited to cutting supply of electricity, air conditioning, telephone connection and water supply and other amenities), withhold or disconnect the supply and provision of the Information Communication Technology facilities such as video intercom, SMATV (eg. Astro, TV1, 2&3), voice and data, building intranet, security access card and other related services to the said Parcel and to the Common Property serving the said Parcel;
- c) disallow the Purchaser, its tenant, its invitees or any other persons permitted by the Purchaser to use the Common Property and the Common Facilities and Services;
- d) deny access to the Purchaser, its tenants, its invitees or any other persons permitted by the Purchaser to the Building and/or the said Parcel; and/or
- e) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including legal fees (calculated on a solicitors-clients basis), shall be borne by the defaulting Purchaser.

11.4 The right given to the Vendor and or the Management Corporation under Clause 11.3 aforesaid shall only be exercised after notice in writing of not less that fourteen (14) days is given to the Purchaser to remedy the said breach committed by the Purchaser and the Purchaser having failed to remedy the said breach within the time stipulated.

11.5 Without derogating from the other provisions herein, the Purchaser hereby agrees and authorises the Vendor to engage or appoint any person, agent, property manager, advisor, consultant to take of legal action to enforce the rights under this Clause 11 and the Purchaser further agrees and authorises the Vendor to utilise the Management Fund to pay for the costs and expenses of engaging or appointing such person, agent, property manager, advisor, consultant in carrying their duties and tasks.

**11A. DEFECTS AND REPAIRS WORKS CAUSED BY PURCHASER**

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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11A.1 Where the Vendor performs any repairs, work or act that is obligated to do under this Deed or any written law to perform (whether or not the repairs, work or act were or was performed consequent upon the service on it by any Government or statutory authority of any notice or order), but the repairs, work or act were or was wholly or substantially the liability or the responsibility of the Purchaser or his tenant or lessee or licensee or invitee, any money expended by the Vendor in performing the repairs, work or act shall be recoverable by the Vendor in an action in a court of competent jurisdiction as a debt due to it from the Purchaser.

11A.2 Where -

- (a) the condition of the Parcel affects or is likely to affect the support or shelter provided by that Parcel for another parcel in the Building or the Common Property; and
- (b) the Purchaser the Parcel in that condition has neglected or refused within a reasonable time to take such action as is necessary, or for the purpose of exercising any other right or enforcing any other remedy available to him to have that condition rectified,

the Vendor, may but not obligated, as agent for the Purchaser of the Parcel in that condition and at the expense and costs of the Purchaser, take any of the proceedings referred to in paragraph (b) and for this purpose this Sub-clause the Purchaser hereby irrevocably appoint the Vendor as his agent.

**11B INSURANCE**

11B.1 Insurance covering the Common Property and the Building shall be governed by the following provision:-

- (a) Purchase

All insurance policies covering the Building to its replacement value against fire or any other insurance policy covering risks or property or whatsoever nature or type as the Vendor may deem fit from time to time in its sole and absolute discretion shall be purchased by and issued in the named of the Vendor and shall be issued by an insurance company authorized to do insurance business in Malaysia or their authorised agent.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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(b) Custody of Policies and Payment of Proceeds

All policies shall provide that payment for losses made by the insurer shall be paid to the Vendor and all policies and endorsements on them shall be deposited with the Vendor.

(c) Personal Property and Liability

The Purchaser shall obtain insurance coverage at his own discretion and costs upon his personal property and for his personal liability.

11B.2 the Purchaser shall bear a portion of the premium payable in respect of the insurance policies purchased by the Vendor such portion to be determined in a fair and justifiable manner. Any increase in the premium occasioned by misuse, occupancy or abandonment of a premises or its appurtenances o of the Common Property by the Purchaser or any of the Other Purchasers shall be assessed separately against and borne by such person concerned.

11B.3 The Insurance Premium shall be due and payable on the date the Vendor's written notice requesting the same. If the Insurance Premium or portion thereof shall remain unpaid by the Purchaser after seven (7) from the date of the Vendor written notice, interest on the Insurance Premium shall accrue immediately thereafter and be payable by the Purchaser. Such interest (before as well as after judgement) is to be calculated from day to day until the date of actual and full payment at the rate of ten per centum (10%) per annum or such other rate as the Vendor may at its sole and absolute discretion determine from time to time.

11B.4 The Vendor is hereby irrevocably appointed by the parties hereto as agent to manage all claims arising under insurance policies purchased and to execute and deliver releases upon the payment of claims. Save for manifest error, the decision of the Vendor in respect of the management of all claims under the insurance policies and whether to restore or reinstate damaged property comprised within the Building shall be final and conclusive. The Vendor shall be the agent for each and every purchaser of the said Parcel and for each holder of a charge or other lien upon any of the said Parcel and for each and every owner of any other interest in the Building.

11B.5 The insurance policies to be purchased by the Vendor shall not cover claims against the Purchaser due to accidents occurring within the said Parcel and does not cover casualties theft or any loss to the contents of the said Parcel or for flood damage caused by overflow of water. It shall be the obligation of the Purchaser to purchase and pay for insurance as to all such risks.

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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11B.6 The Purchaser shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees, tenants, invitees, permittees or other lawful occupiers but only to the extent that such expense is not met by the proceeds of insurance carried by the Vendor.

**12. ACCESSORY PARCELS**

12.1 The Vendor shall have the right to designate any car park or store rooms as an Accessory Parcel and to sell such Accessory Parcel to the Purchaser or to any other purchaser.

12.3 The Purchaser shall not erect any grill works, awning, walls or any structure whatsoever on the Accessory Parcel.

**13. ASSISTANCE TO OBTAIN LOAN**

13.1. The Purchaser hereby requests and irrevocably authorizes the Vendor, for and on behalf of the Purchaser, to make any such applications to any financial institutions the Vendor deems fit, for a loan to finance the Purchaser's purchase of the said Parcel.

13.2. The Purchaser hereby agrees that for the purpose as specified in Clause 13.1., the Vendor shall be entitled, on behalf of the Purchaser, to obtain a loan for such amount and for such repayment period as may reasonably be necessary to enable or assist the Purchaser to complete the purchase of the said Parcel ("the Loan").

13.3. The Purchaser hereby agrees and undertakes with the Vendor that:

13.3.1 the Purchaser shall provide to any such financial institution to which the Vendor makes any loan application on behalf of the Purchaser or to which the Purchaser himself makes a direct loan application ("the Financier") all such documents as may be required by the Financier, and

13.3.2. in the event the Vendor obtains, on behalf of the Purchaser, a Letter of Offer approving the Loan from the Financier in favour of the Purchaser ("the Letter of Offer"), the Purchaser shall, accept the approval of the Loan indicated in the Letter of Offer as sufficient evidence that the purchaser is eligible to obtain a loan to enable or assist the Purchaser to complete the purchase of the said Parcel.

13.4. Notwithstanding any other provisions hereof to the contrary:

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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- 13.4.1. the Vendor shall at its absolute discretion, be entitled not to make any loan application to any financial institution on behalf of the Purchaser notwithstanding the Purchaser's request and authorization herein to the Vendor.
- 13.4.2. in addition to the Purchaser's request and authorization herein to the Vendor, the Purchaser shall independently make the Purchase's loan application to a financial institution.
- 13.4.3. the delay in the approval of any loan application made by the Vendor to any financial institution on behalf of the Purchaser or the disapproval of any such loan application shall, for all intents and purposes, not be a ground for:
- (a) the Purchaser's refusal to continue with the purchase of the Property; or
  - (b) the Purchaser's request for waiver of any late payment interest payable by the Purchaser to the Vendor.
- 13.5. The Purchaser shall indemnify and keep the Vendor fully indemnified against all damages, losses, costs, expenses, fees, charges, liabilities, claims, demands, fines, penalties, actions, suits, prosecutions and/or proceedings incurred by and/or brought against the Vendor as a result directly, indirectly and/or otherwise howsoever of:
- (a) the Vendor carrying out the Purchaser's request and authorization herein to the Vendor; and/or
  - (b) the Vendor not making or delaying in making any loan application to any financial institution on behalf of the Purchaser.

**14. CONSENT TO CHARGE**

- 14.1. Notwithstanding with Clause 2 of the Principal Agreement and subject to the condition as stated in Clause 14.2 below, the Purchaser hereby grants to the Vendor the Purchaser's consent ("the Purchaser's Consent") allowing the Vendor to create further charges and/or encumbrances in respect of the said Land or any part thereof ("the Further Charges") in favour of any financial institution(s) the Vendor deems fit ("the Master Chargee(s)") for a) the purpose of obtaining any loan and/or credit facilities to finance the construction or development of the Housing Development .
- 14.2. Both parties hereto agree and undertake with each other that Clause 14.1 shall be subject to the condition that:-

14.2.1. the said Parcel shall be free from the Further Charges and all other encumbrances (if any) immediately prior to the Purchaser taking vacant possession of the said Parcel in accordance with the provisions of the Principal Agreement.

15 **SECURITY SYSTEM**

15.1 The Purchaser acknowledges that the said Parcel has been sold together with security system affixed to the Building and the Vendor does not warrant:-

- (a) the performance, operation or adequacy of such security system; and
- (b) the quality of such security system; and
- (c) whether the security system provided by the Vendor may be upgraded to the satisfaction of the Purchaser or be compatible to the security system intended to be used by the Purchaser.

15.2 The Purchaser agrees that the Vendor shall not be under any liability, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of defects or failures in the security system provided by the Vendor or for any injury damage or loss of any nature whatsoever incurred or suffered by the Purchaser or its guests invitees and servants resulting from such defects or failure. In addition, the Vendor shall also not be liable for any indirect or consequential nature of losses including without limitation any economic loss or other loss of profits, business or goodwill by reason of the defects in the security system. For avoidance of doubt, the Purchaser shall release the Vendor from any liability if his parcel is broken-in or robbery occurs in the said Parcel.

15.3 Except to the extent the liability of the Vendor may not be excluded under applicable law arising from the defects of the security system provided by the Vendor to the Purchaser, the extent of the liability of the Vendor shall be limited to make good by repair or the supply of a replacement of the security system such rectification or replacement shall be at the sole discretion of the Vendor. The period of the warranty shall be effective only for eighteen (18) months after the said Parcel is delivered to the Purchaser.

15.4 The Purchaser undertakes not to manipulate, interfere, intrude, meddle, hinder, impede and obstruct the security system that may cause disruption or damage to the security system of other purchasers.

15.5 The Purchaser undertakes not to install any security system in the said Parcel which is possibly not compatible or congruent with the security or alarm system provided by the Vendor in respect of the said Parcel.

**16. INFRASTRUCURE FOR AN INTELLIGENT BUILDING**

- 16.1 The Vendor will make available the installation in and to the said Parcel the infrastructure or other infrastructures necessary of similar capability with such specification as shall be determined by the Vendor including the wire or cable connection to the said Parcel to enable the Purchaser, upon the installation of other compatible devices or applications by the Purchaser at the Purchaser's own cost and expense, to enjoy the unlimited broadband access and other intelligent systems.
- 16.2 The maintenance of these other compatible devices or applications or the gadgets shall be the responsibility of the Purchaser.
- 16.3 The Purchaser hereby agrees that the Vendor is entitled to set certain rules regulating the use and enjoyment of the intelligent systems and the Purchaser shall abide by such rules, which rules can be varied added altered amended or modified from time to time by the Vendor.
- 16.4. The Purchaser shall obtain the prior written consent of the Vendor in the event the Purchaser intends to modify the electrical or mechanical specifications of the said Parcel so as to ensure the proper workings of the intelligent systems. The Vendor shall not be responsible for the workability of the intelligent systems in the event any modification or alteration is made to the specifications of the smart electrical points of the intelligent system nor shall the Vendor liable to the Purchaser for any refund of the purchase price of the said Parcel.

**17. DEFECT LIABILITY PERIOD**

The Vendor acknowledges that the defect liability period of the said Parcel under the provisions of the Principal Agreement shall be eighteen (18) months from the date of handing over of vacant possession of the said Parcel to the Purchaser. In the event that there is any renovation works carried out on the said Parcel which directly alters the original condition of any of the inspected works, the defect liability period shall end and the Vendor shall be discharged from any further liabilities under the provisions of the Principal Agreement.

**18. MISCELLANEOUS**

18.1 **Compliance**

This Deed and the House Rules are to be strictly complied with and observed not only by the Purchaser but also by members of his family, servants, tenants, invitees, agents and employees.

18.2 **Unsold Units**

For as long as there are any unsold units/apartments the Vendor, its successors and assigns shall have the right to use any such apartments and portions of the common Property for model apartments and sales offices, to display model apartments and the Common Property to prospective purchasers and to erect signs and other promotional materials thereon.

18.3 **Assignment, Transfer**

18.3.1 Until the issue of the Strata Title to the said Parcel and the formation of the Management Corporation, the Purchaser shall not without the previous consent in writing of the Vendor sell or attempt to sell or transfer or lease, licence or sub-licence in respect of the said Parcel or any part thereof or sell or attempt to sell or transfer or assign his contractual rights hereunder or relating to the said Parcel or any part thereof to any person or persons provided that such consent shall not be required in the case of a transfer or assignment by the Purchaser of his contractual rights hereunder or relating to the said Parcel to any financier (hereinafter called "the End Financier") as security for a loan granted by the End Financier to the Purchaser to enable the Purchaser to pay the purchase price of the said Parcel. If the said consent of the Vendor shall be required under the foregoing provision of this Clause and such consent is requested by the Purchaser for a sub-sale or an assignment or transfer of the Purchaser's contractual rights hereunder, such consent shall be given only if the Purchaser shall have paid administrative expenses to the Vendor amounting to such amount as shall be stipulated in Section 7 of Appendix 1 in addition to all legal cost, fees (including the Vendor's solicitors' charges) and stamp duty of or incidental, to such sub-sale, assignment or transfer and the Purchaser shall have complied with or procure the compliance of all other terms and conditions imposed by the Vendor when granting such consent Provided that the Vendor shall be entitled to withhold such consent until the Purchaser has paid and settled all the Maintenance and Services Charges and all other charges and claims up to date.

18.3.2 The Purchaser shall inform and shall include in the assignment agreement or the sale agreement a term stipulating that the assignee or the subsequent purchaser and his invitees or guest or employees shall abide and be bound by the terms and conditions of this Deed and the Rules and Regulations.

18.4 **Rights in Common**

The right of the Purchaser (and all such persons as may be authorised by him in compliance with the restrictions rules and regulations herein referred to) are in common with the Vendor or the Management Corporation and all other persons having the like right to use for the better enjoyment of the apartment all such recreational amenities and facilities as may be provided at sole discretion of the Vendor and or management Corporation in the said Land or within its vicinity.

18.5 **Joint or Several Action**

If any action is taken against the Purchaser for any breach or non-compliance of the Sale Agreement or this Deed in any court in Malaysia the Purchaser may be sued either jointly or severally with other Purchasers of the Apartments.

18.6 **Continuing Application of this Deed**

Notwithstanding other factors like the transfer of the said Parcel by the Vendor to the Purchaser under the Strata Titles Act the provisions herein shall continue to be in full force and any reference to the Vendor herein shall deem to refer to the Management Corporation formed therewith.

18.7 **Waiver**

No failure or delay on the part of the Vendor in exercising nor any omission to exercise any right power privilege or remedy accruing to the Vendor hereunder upon any default breach or omission on the part of the Purchaser shall impair any right power privilege or remedy or be construed as a waiver thereof or an acquiescence in such default breach or omission, nor shall any action by the Vendor in respect of any default breach or omission or affect or impair any right power privilege or remedy of the Vendor in respect of any other or subsequent default breach or omission.

18.8 **Effect of Headings**

The headings and subheadings in this Deed are inserted for convenience only and shall not be considered in construing the provisions of this Deed.

18.9 **Services of Notices**

18.9.1 Any notice request or demand required to be served by either party hereto to the other under this Deed shall be in writing and shall be deemed to be sufficiently served :-

- (a) if it is sent by the party or his solicitors by registered post addressed to the other party's address hereinbefore mentioned and in such case it shall be deemed to have been received at the time when such registered letter would in the ordinary course be delivered; or
- (b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

18.9.2 Any change of address by either party shall be communicated in writing to the other.

18.10 **Request For Enforcement by Purchaser**

The Vendor shall have the sole and absolute discretion with regard the enforcement of this Deed entered into by all the Other Purchasers of the parcels comprised in the Building provided that the Purchaser may require the Vendor (provided that the Vendor shall not be obliged to do so) to enforce any covenant in this Deed against any purchaser, in such a case, all cost and expenses (including the solicitors' cost) shall be borne solely by the Purchaser.

18.11 **Appendix**

Appendixes I and II annexed hereto shall form part of this Deed and shall be read, taken and construed as an essential part of this Deed.

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*[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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EXECUTION PAGE:

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands seal the day and year first above written.

**SIGNED** by )  
(Nric No )  
for and on behalf of the )  
Vendor in the presence of: ) .....

**SIGNED** by the Purchaser in )  
the presence of: ) .....  
)  
)  
)  
)  
)  
)

**SIGNED** by the Purchaser in )  
the presence of: ) .....

**SIGNED** by )  
for and on behalf of the )  
Proprietor in the presence of: ) .....

**DEED OF MUTUAL COVENANTS: 11 GURNEY DRIVE**

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**APPENDIX I**

<u>SECTION</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
1	Date of this Deed	
2	Name and Address of the Purchaser	
3	Date of the Principal Agreement	
4	The Renovation Deposit	To be determined by the Vendor at its absolute discretion
5	The Sinking Fund	Sen Twenty (RM0.20) per square metre
6	Services Charges	Ringgit Malaysia Two (RM2.00) per square metre
7	The Administrative Expenses	RM500-00 or 0.5% of the Purchase Price, whichever is the lower.