

Subject : Q SENTRAL JOINT MANAGEMENT BODY  
EXTRAORDINARY GENERAL MEETING (EGM)

Date : 20 April 2018

Time : 3:00 p.m.

Venue : Level 11, East Wing (Food Court Area), Q Sentral Building  
2A, Jalan Stesen Sentral 2, Kuala Lumpur Sentral  
50470 Kuala Lumpur

Present : Chairman - Dato' Rabinder Singh A/L Inderjit Singh (DRS)  
(2017/2018 JMC Secretary - Datuk Dr. J. S. Manocha (DDM)  
Members) Treasurer - Mdm. Syahriza Binti Mokhtar (SM)  
Member - Mr. Khoo Hai Chew (KHC)  
Member – Mr. Liew Hon Nknew (LHN)  
Member - Mdm. Barbara Ngu (BN)  
Member - Mdm. Lian Shioh Mei (LSM)  
Member - Mdm. Wong Lu Peen (WLP)  
Member - Mdm. Sara Chong (SC)

Mr. Richard Anthony (RA) – Cosy Bonanza Sdn Bhd  
Mr. Lok Ngai Hey – Cosy Bonanza Sdn Bhd

Purchasers & Proxies : As per attendance list

## WELCOMING ADDRESS AND COMMENCEMENT OF EGM

At the stipulated time of 3:00 pm, the quorum was not achieved. As stipulated in the Act, the EGM was adjourned to 3:30 p.m. Mr. Vincent Tiong (VT) (Savills (KL) Sdn. Bhd) acted as the Master of Ceremonies (Emcee) announced the commencement of the general meeting at 3:30 p.m.

### 1. Item 1 (Quorum)

- a) The total attendance registered at 3:30 p.m. of 90 parcels formed the quorum for the EGM.

### 2. Item 2 (Chairman of the Meeting)

- a) Datuk Dr. J. S. Manocha (Unit 31-16) then proposed the current JMB chairman, Dato' Rabinder Singh (Unit 20-13A) to preside the EGM. This was seconded by Mr Khoo Hai Chew (Unit 28-01) and was unanimously agreed by the floor.
- b) Dato' Rabinder (DRS) then chaired the meeting.

**3. Item 3 (Ownership of the Car park)**

This item is to decide on the actions to be taken on the ownership of the car parks within Q Sentral based on the opinions obtained from the lawyers.

- a) DRS informed the floor the issue of the car park that was discussed in the previous Annual General Meeting (AGM), viz, whether the car park to be owned by the JMB or remains a private entity. The JMC was then mandated by the floor to seek legal opinions on the matter and to call an EGM to brief the JMB and obtain the JMB's decision on the next course of action.
- b) A summary of the legal opinions was circulated to the floor. WLP explained that there were different arguments and opinions from the lawyers on the issue and asked those present to consider from the opinions whether or not the JMB should proceed with actions against the developer.
- c) WLP further added that the cost to pursue this legal action ranges from RM250,000 to RM900,000 and that will not include cost such as, injunction and any other costs. This cost will be from the maintenance account.
- d) The JMC recommended that the JMB should not proceed with this case based on the following basis: -
  - (i) Based on the varying legal opinions obtained, any litigation will be contentious and will be met with strong opposition.
  - (ii) The proprietors were fully aware when they signed their respective sale and purchase agreements that the car park will be a separate parcel and will not form part of the common property.
  - (iii) Taking into consideration the legal fees and the chances of winning, the JMC is of the opinion that the charges and sinking fund collected should put to better use rather that to be used for a court action where the outcome is not certain.
  - (iv) It is also unfair that the car park owner's contributions of charges to pursue a claim resulting in the car park owner losing its property.
  - (v) If members feel inclined to take action it is recommended that they can independently pursue a class action and raise their own funds.
- e) Mr Ting Chek Sik (Unit 33-18) would like to know the ownership of Plaza Sentral car park. DRS replied that there are 1,004 car park bays in Plaza Sentral and these bays are not owned by the unit owners.
- f) Mr Ryan Hew Ken Young (Unit 25-13 and 26-13) stated that there are two opinions from the lawyers, "For" (to proceed with legal action to claim the car parks belong to JMB) and two opinions "Against" (not to proceed with legal action). As such, he requested for more details and reasons for not pursuing legal actions on the ownership of the car park. WLP replied that it will be a long fight, as there were different opinions from the lawyers, even on the definition of car park and the term "such as", as stated in the Act.
- g) Mr See Yew Juah (Unit 16-15) enquired if that means all units will have get their own parking bays id if the JMB were to proceed and win the case. WLP replied that the answer is uncertain as most shopping centres and commercial parks, the car parks do not come together as accessory parcels, compared to residential property.
- h) Mr Lal Madan Thomas (Unit 13A-16) requested for a vote to decide on the matter. Mr. Wong Hong Yeong (Semasa Parking) demanded to vote by poll.

- i) DRS further requested KHC to explain the financial implication when the car parks belong to the JMB. KHC explained that based on the full occupancy of 100%, there will be an estimated monthly gross income of RM372,350.00; excluding the statutory charges, assessment, and operating charges. Currently, JMB is collecting RM 269,144.00 per month (RM 3,229,728 per year) from the car park owner; without having to do anything more. Thus, based on 1,354 bays, there is only a gross profit (before all the expenses) of only about RM76.00 per bay. From the financial point of view, it is thus not viable. If JMB owns the car park, then every owner will be sharing the annual shortfall of RM 3.3 million; resulting in increase of the maintenance charges.
- j) Polling result shows that 58,530 voted "Against" taking legal actions and 4,638 share units voted "For" to proceed with legal actions.

**Item 3 (Ownership of car park)**

Motion to proceed with legal action

For: 4,638 share units

Against: 58,530 share units

The motion "Against" taking further actions was carried.

**4.0 Item 4 (Centralised Data Centre) & Item 5 (Lack of Toilet Facilities at Sky Garden Level 33A)**

The chair decided to combine Item 4 and Item 5 of the agenda, Item 5 (Lack of Toilet Facilities at Sky Garden Level 33A), together and as agreed by those present.

Item 4 was to discuss the provision of the Data Centre as stipulated in the Sales & Purchase Agreement which was not made available in Q Sentral and Item 5 was to discuss on the lack of toilet facilities at Level 33A, Sky Garden, The JMB is to decide on the course of actions to be taken for lack of these facilities

**1. Item 4 (Centralised Data Centre)**

Item 4 was to discuss on the provision of the Data Centre as stipulated in the Sales & Purchase Agreement which was not made available in Q Sentral and Item 5 was to discuss on the lack of toilet facilities at Level 33A, Sky Garden, The JMB is to decide on the course of actions to be taken for lack of these facilities

- a) On Item 4, JMC discovered that the data centre that was supposed to be at Level 29, of approximately 3,000 square feet was not provided and had sought explanation from developer.
- b) LHN pointed out to the floor that a centralised data centre is a facility used to house computer or data storage systems and equipped with telecommunications infrastructures. Generally, includes backup power and 3 tiers security features and managed by skilled IT personnel. It should help to upgrade Q Sentral MSC Status from Tier 2 to Tier 1. LHN also pointed out that the original intention was to have the shared data centre for parcel owners. However, there was no optimal demand and the data centre at Platinum Sentral, which is connected to Q Sentral is readily available to Q Sentral owners / tenants.
- c) Mr. Lok of Cosy Bonanza explained that the Data Centre is a service that can be provided without physically locating the data centre at Q Sentral. Since the demand is poor from Q Sentral's tenant there is no operator who is willing to operate from Q Sentral. The developer has provided the infrastructure cabling to connect Q Sentral to a data centre located at Platinum Sentral. The operator at Platinum Sentral is willing and has been providing such services to Q Sentral's tenant. Nevertheless, Mr. Lok suggested that instead of a Data Centre within Q Sentral, the developer, without prejudice, may consider other improvements and upgrading works for Q Sentral.

## 2. Item 5 (Lack of Toilet Facilities at Sky Garden Level 33A)

- a) DRS reminded the floor that the Level 33A is not a designated smoking area and smoking is strictly prohibited within the building.
- b) Secondly, the JMC has also noted that there are no common toilets at Level 33A. The two units at this Level were classified as retail, were sold to two different owners together with the toilets.
- c) JMC has had discussions with developer before the EGM on this issue.
- d) Explanation from developer is that the original design of sky garden is just for a break hub, not for event and/or function, and from day one, the toilets on this level were meant to be sold together with units.

Based on these two items, without any prejudice and on a goodwill basis, The JMC has requested the Developer to consider to various improvements and enhancements to be provided for Q Sentral. Some suggestions on the list of improvements and enhancements are as below:

- i. Enhancement of the existing landscape area
- ii. Full refurbishment of the food court
- iii. Furnishing of the gym
- iv. Enhancement of the front entrance (the entrance facing the museum)
- v. To provide covered link to the MRT station exit
- vi. To provide car park for emergency purposes at main lobby
- vii. To provide toilets at Sky Garden, level 33A

The floor unanimously agreed to mandate the JMC to negotiate with the Developer for the improvements and enhancements to Q Sentral on a goodwill and without any prejudice basis.

### **Item 4 (Centralised Data Centre) and Item 5 (Lack of Toilet Facilities at Sky Garden Level 33A)**

The floor has unanimously agreed to mandate the JMC to negotiate with the Developer on the list of improvements and enhancements work for the Developer consideration.

DRS requested the floor to email any further suggestions for improvements and enhancements to [helpdesk.qsentral@Savills.com.my](mailto:helpdesk.qsentral@Savills.com.my)

## 5.0 Agenda 6 (Special Resolution)

- a) **Addition to existing by-laws for the installation of any telecommunication wiring/ cables from MDF/ SDF room/ inter-floors connection**

### **Rules 4 (d1)**

Prior to the commencement of any telecommunication wiring/ cabling works from the MDF/ SDF and or the riser rooms and subject to availability, the Occupants shall be obliged for each installation to comply with the following:

- (i) To submit a letter of application stating the purpose of the installation and specifying the method of statement of the installation to be approved in writing by the JMC/MC
- (ii) The cable shall run as a stand-alone cable, enclosed in proper ducting; along the existing ducting with proper labelling
- (iii) To ensure that the cabling work is in compliance to other technical/ building requirements as advised by the JMC/MC

- (iv) To provide a letter of undertaking and indemnity in the form prescribed by the JMC/MC
- (v) To pay a One-Time Access Charge per installation, amounting RM 10,000.00 to the JMB/MC. The said payment shall be levelled against all owners/occupants currently using the building telco riser.

Mr Wong Kok Keong (Unit 16-16) questioned if it is on a first come first serve basis, if the first occupants installed 3 lines, the second occupants will take the 4<sup>th</sup> lines, is there any limit for each occupant. And also what is the benchmarking of the RM 10,000.

LHN informed the floor that there are fibre optics cable readily installed by developers for Q Sentral. However, some occupants might not be satisfied for the speed of the internet and wanted to install dedicated new fibre cable for their own exclusive usage by sharing existing Q Sentral fibre optic backbone ducting/tray.

LHN explained that due to the limited available space with the existing duct/tray route, the requests could only be entertained on first come serve basis. He further cautioned that more requests would be expected as companies want faster and bigger bandwidth for their business transactions. Hence, a new duct route would have to be planned now from level LG2 to Level 42. LHN estimated the construction cost to be around RM200,000 for a new duct/tray route. He therefore mentioned that it was only fair that the companies that demanded for such new infrastructures should pay for the construction cost.

**This new additional by-law and one-off payment of RM10,000 was put to the floor for adoption and was unanimously agreed.**

**b) Imposition of Administration Charge for Renovation/ Fit-Out**

To consider imposing a one-time administration charge for all renovation/ fit out applications.

**Rules 4 (p) (a)**

A one-time administration charge shall be payable for all renovation/ fit-out applications. The amount of the charges shall be determined by the JMC/MC as they deem fit.

Madam Chi Oi Meng (Unit 33-20), queried whether there will be a scaled rate, to be fair for the small units. DRS commented that the amount will be depending on the size and timeline taken for the renovation.

**The imposition of the one-time administration charge for renovation works was put to the floor for adoption and was unanimously agreed.**

**c) Reclassification of the three months' service charge deposit paid during vacant possession**

To discuss and decide on the reclassification of the three months' service charge as mentioned in the Deed of Mutual Covenant, paid during handling over of Vacant Possession to 'Advance Payments' received from the individual owners that will be utilised to offset against billings by the Joint Management Body.

Following the reclassification of the Three Months' Service Charge Deposit as Advance Payments which can be utilise to off-set against the 3<sup>rd</sup> quarter charges billings and the same

will supersede clause 20.3 of the Deed of Mutual Covenant which was adopted as House Rules in the First AGM of the JMB.

DRS briefed the floor, all owners were required to make payment of three (3) months equivalent of the monthly Charges during Vacant Possession, as deposit. The amount is very substantial which is placed in the Fixed Deposit (FD) to earn interest but this deposit cannot be utilised, whilst the interest earned is taxable. In View of this, the JMC has suggested that this deposit collected to be credited back into the individual owners' account as "Advance Payment" received, and be used to off-set against the charges billed by the Joint Management Body.

**The motion to reclassified the three months' service charge deposit as advance payment was put to the floor for the decision and was unanimously agreed.**

**Without any further issues, the meeting was adjourned at 6.00 p.m with DRS thanking everyone for their attendance and participation.**

Prepared by:



Savills (KL) Sdn Bhd  
Headquaters

Approved by:



CHAIRMAN of the Meeting  
Q Sentral Joint Management Body