

At  
Kuala Lumpur  
Sentral

# Q SENTRAL

## BY-LAWS



PERBADANAN PENGURUSAN Q SENTRAL

## TABLE OF CONTENTS

NO	SUBJECT	PAGE NO
1.	INTRODUCTION	4
2.	BUILDING MANAGEMENT	4
	PARCEL	4
	a) Purpose	4
	b) Further Restrictions on Use of Parcel	4
	c) Awning, Shades etc	5
	d) Structural Changes	5
	e) Antennae and Flagpoles	6
	f) Rubbish	6
	g) Refuse Disposal	6
	h) Construction and Demolition Waste Management	6
	i) Advertisements etc	6
	j) Hanging of Clothes	7
	k) Pets	7
	l) Obstruction of Public Area (including misuse for fabricating materials etc)	7
	m) Nuisance	7
	n) Canvassing and peddling	7
	o) Articles Thrown from Balcony (if any)	7
	p) Insurance	8
	q) No Heavy Loads	8
	r) Compliance with the Law	8
3.	s) Keep Clean / Pest Control	9
	t) Keep Good Repair	9
	u) Not to Affix Machinery Without Consent of MC and/or Manager	9
	v) Façade	9
	w) Access and Operating Hours	9
	x) Car Parks	9
	y) Loading and Unloading	12
	z) Security and Fire Alarms	13
	aa) Fire Drills	13
	bb) Fire Safety Inspection	14
	cc) Elevators	14
	dd) Air-Conditioning and Ventilation	14
	ee) Notices of Accidents or Defects	15
	ff) Accumulation of Dirt / Rubbish / Debris	15
	gg) Removal of Furniture	15
	hh) Security Rules	15
	ii) Use of Common Property	16
	jj) Damage of Common Property	16
	kk) Lion Dance Performance	18
	ll) Installation of Telecommunication Wiring / Cables from MDF / SDF Room or Inter-Floors Connection	18
4.	RENOVATIONS / REMOVALS	18
5.	FOOD OPERATOR	23
6.	HOT WORK PROCEDURE	27

7.	COMPLIANCE TO MSC STATUS BUILDING	29
8.	VARIATION OF TERMS	29
9.	RENOVATION APPLICATION FORMS	30
10.	NON-COMPLIANCE TO BY-LAWS (NCBL) FORM	35

### **MAILING DETAILS**

For further information kindly contact us, as per details below:

#### PERBADANAN PENGURUSAN Q SENTRAL

Address : Management Office, Level M1, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur  
Tel : 03 2730 2041  
Fax : 03 2730 2043  
Email : [helpdesk@qsentralkl.com](mailto:helpdesk@qsentralkl.com)

## **BY-LAWS**

*This is your personal copy of Building By-Laws. Please read this document carefully as it is an integral part of your Tenancy Agreement. Please share with your staffs / workers to ensure compliance to the By-Laws. New rules or amendments may be adopted by the MC and/or Manager upon giving 14 days written notice to tenants / occupants.*

### **1. INTRODUCTION**

This By-Laws is prepared for a quick reference by the occupants [**"Occupant(s)"**] of ALL BUILDINGS AND LAND (**"Q Sentral Tower"**) which are managed by the appointed Facilities Manager and owned individually / jointly by the MC. It contains information on the policies and procedures relating to the maintenance and management of the Building and/or the Said Land.

### **2. BUILDING MANAGEMENT**

The Building is managed by the Management Corporation (MC) or the appointed Building Facilities Management (**"Manager"**). All enquiries regarding management policies should be directed to the MC and/or the Manager.

### **3. PARCEL**

#### **a) Purpose**

- (i) The individual parcels in the Building (**"Parcel"**) shall be used solely for purpose agreed by **MC and/or Facilities Manager**, a company incorporated in Malaysia under the Companies Act 1965.
- (ii) The Occupant (s) shall not without the prior written consent of the MC or the Manager, whose decision shall be final and conclusive, use the Parcel or any part thereof for the carrying on of any purposes other than the purposes agreed by the MC.

#### **b) Further Restrictions on the Use of Parcel**

- (i) The Occupant(s) shall not without the prior written consent of the MC or the Manager, whose decision shall be final and conclusive, use the Parcel or any part thereof for the carrying on of any of the following purposes business or trade:
  - (aa) any business or trade which **emits accumulates and disseminates or may emit accumulate or disseminate any unpleasant odour** or which accumulates dirt or causes nuisance to the general public and the other users;
  - (ab) any business or trade dealing with substances and chemicals of any explosive and dangerous character and their by-products;
  - (ac) any materials classified as flowing without written approval from the MC or the Manager:
    - very toxic
    - toxic
    - very corrosive
    - corrosive
    - diesel
    - petrol
  - (ad) any business or trade in connection with or related to the supernatural and/or occult;
  - (ae) public entertainment and/or amusement in which gaming in any form is involved;
  - (af) pawnshop or a place for any public or private auction;
  - (ag) massage parlour or health center of any sort or any related activities;

- (ah) any video games or other recreational activities including without limitation any kind of pinball, billiard or snooker salon or bowling alley or skating rink of any sort;
  - (ai) a place for keeping, rearing or dealing with pets or equipment or accessory in relation thereto or a pet shop of any kind;
  - (aj) a funeral parlour or a place to supply, sell, exhibit or make anything for use of the dead or services for funeral or other funeral related occasions;
  - (ak) any political activities or illegal gatherings or assemblies;
  - (al) any form of social escort agency or related activities;
  - (am) any immoral, improper, offensive or unlawful activities including without limitation the operation of brothels; and
  - (an) places of worship and prayer in respect of any cult, religion or belief.
  - (ii) The Occupant(s) shall not use the Parcel for any purposes (illegal or otherwise) which maybe injurious to the reputation of the Building.
  - (iii) The Occupant(s) shall not permit any singing or the playing of any musical instrument or the use of any gramophone wireless television or recording instrument so as to cause, or in the opinion of the MC and/or Manager be likely to cause, nuisance or annoyance to the other users.
  - (iv) The Occupant(s) shall not display any flashing lights in the Parcel that can be seen from the outside of the Parcel nor display any other lighting arrangement that can be seen from the outside of the Parcel.
  - (v) The Occupant(s) shall not install or use in or upon the Parcel any machinery or apparatus which causes noise or vibration or which can be heard or felt in the nearby parcels or outside the Parcel or which may cause damage.
  - (vi) The Occupant(s) shall not cook or heat up any food in the Parcel other than for the purpose of making hot drinks unless such cooking is a necessary part of the business of the Occupant(s) in the Parcel which has been permitted by the MC or the Manager.
  - (vii) The Occupant(s) shall not and shall not permit or suffer anyone to use the Parcel or any part thereof wholly or partly for dwelling.
- c) **Awning, Shades etc**  
No awnings, shades and/or screens shall be erected outside the Parcel or the Building.
- d) **Structural Changes**
- (i) No renovation involving structural changes to the Parcel shall be made without the prior written consent of the MC or the Manager who shall be entitled to refuse to give its consent for any renovation, alteration or other works to be carried out by the Occupant(s), whether inside or outside the Parcel, as the MC or Manager shall in its absolute discretion think fit.
  - (ii) The Occupant(s) must follow the general renovation guidelines in Para 4 of this document and GBI renovation guidelines as provided during the handing over of the vacant possession.
  - (iii) The Occupant(s) must abide to all rules and regulation, procedures and instructions pertaining to Safety Health Environment as stipulated and enforced by MC, failing which, the Occupant(s) shall be liable to respective fines or penalties as listed in the attached appendix or imposed by the relevant authorities.

e) **Antennae and Flagpoles**

No radio or television antennae or flagpoles shall be attached or hung from the exterior of walls or be allowed to protrude through walls, windows, balconies (if any) or roofs of the Parcel.

f) **Rubbish**

(i) It is the responsibility of the occupant(s) to ensure the parcel is properly maintained, clean and tidy at all times.

(ii) Nothing shall be thrown or emptied by any person out of windows, doors or verandahs into or onto the Common Property.

(iii) Garments, rugs, mops or objects shall not be dusted, shaken or cleaned from windows, verandahs, stairways, corridors, fire escape areas or in the Common Property.

g) **Refuse Disposal**

(i) Refuse shall be disposed of through the trash rooms or in such other areas as shall be stipulated by the MC and/or the Manager from time to time.

(ii) Refuse must be secured in non-porous polythene bags before being placed in trash containers.

(iii) All wet refuse should be thoroughly drained of any liquid, and care should be taken to prevent dripping on the floor.

(iv) Combustible substances such as paint and petroleum products shall NOT be placed in the trash containers.

(v) Dirt, rubbish or other refuse shall not be thrown into the sinks, lavatories cisterns or waste or soil pipes in the Parcel, the Common Property or elsewhere in the Building or the Project except in the trash containers and the Occupant(s) shall not allow anything to be done which might result in the clogging of the sewerage and drainage pipes serving the Building.

h) **Construction and Demolition Waste Management**

(i) While carrying out any improvement, renovation or retrofitting works, the Occupant(s) shall designate a specific on site area or areas to facilitate separation of materials for potential reuse, salvage, recycling and return.

(ii) The Occupant(s) shall ensure that the disposal of any waste and/or debris is in compliance with the Reduce, Reuse and Recycle procedures that may be implemented by the MC and/or Manager.

(iii) The MC and/or Manager and Occupant(s) shall keep waste bins and pile area neat and clean. Clearly mark bins for each category of waste and not commingle non-recyclable waste with materials designated for reuse or recycling.

i) **Advertisement etc**

(i) Save as permitted under Item 3(i)(ii) and Item 3(i)(iii) below, notices, signs, placards, stickers advertisements, posters, illuminations or other means of visual communication shall not be placed on balconies (if any), windows, doors, passages, the exterior of any part of the Parcel or any other common area.

(ii) The Occupant(s) may, subject to the Occupant(s) obtaining the prior written approval of the MC or Manager, place the Occupant(s)' name plate or trading style of a form, character, quality and size to be approved by the MC or Manager on the exterior of the Parcel which is within the Building, at the place(s) designated by the MC or Manager,

subject to payment of such rental or licence fee by the Occupant(s) to the MC or Manager as the MC or Manager shall determine.

- (iii) The Occupant(s) may, subject to the Occupant(s) obtaining the prior written approval of the MC or Manager place or display on the exterior of the Parcel which is within the Building, on the windows of the Parcel which are within the Building or inside of the Parcel trade placards posters or advertisements of a temporary and not excessive nature and necessary or usual for the permitted business carried on by the Occupant(s) in the Parcel.

**j) Hanging of Clothes**

Textile items such as clothes, towels and linen shall not be hung from poles which protrude through the windows, balconies (if any), doors or roofs of the Parcel or be placed on any part of the Common Property.

**k) Pets**

No pets, birds or animals of whatever species shall be brought into the building or kept in the Parcel. Any cost associated with dirt or dropping in the common area to clean or replace the damaged material / equipment shall be borne by the responsible occupant.

**l) Obstruction of Public Area (including misuse for fabricating materials etc)**

- (i) No furniture packages or objects of any kind or otherwise which obstruct transit shall be placed, stored or maintained in any common corridor, hall, lobby, stairway, walkway, ground or other part of the Common Property.
- (ii) Non-compliance to this rule might pose risks to the life of others / cause inconvenience to other building Occupant(s) or guests / hinder proper maintenance of the common area. Occupant(s) shall then be accountable for the associated risk, hazard and cost and inconvenience.

**m) Nuisance**

- (i) The Occupant(s) shall not do or permit to be done any act or thing which may become a nuisance or danger or cause offence or annoyance or give reasonable cause of complaint from the other users or the relevant authorities or which may cause excessive noise or which the MC or Manager deems to be offensive to a conducive environment for the Building or which may affect in any way whatsoever the use of the Building and/or the other buildings within the vicinity of the Said Land.
- (ii) The machinery / equipment with noise higher than 40 Dba has to be located at dedicated area with acoustic treatment less than 40 Dba.

**n) Canvassing and Peddling**

Canvassing and peddling in the building is strictly prohibited and each Occupant shall cooperate in preventing such occurrence. Additional security system is also advisable.

**o) Articles Thrown from Balcony (if any)**

The Occupant(s) shall not place flowerpots or any other things whatsoever on the balcony (if any) or the exterior of the Parcel and not throw rubbish, refuse or any article of any kind whatsoever from the balcony (if any) or out of the windows of the Parcel or on any part of the Common Property nor allow any rubbish or anything else to accumulate on the balcony (if any) or exterior of the Parcel which may fall therefrom or in any way create a danger to the safety of the other users the other Occupant(s) or their servants or agents.

**p) Insurance**

The Occupant(s) shall not do or permit or suffer to be done anything whereby the policy or policies of any insurance against damage by fire, may become void or voidable or whereby the premium for any such insurance may be increased and shall pay to the MC on demand all sums paid by way of increased premiums and all expenses incurred by the MC as a result of any non-observance of this covenant by the Occupant(s).

**q) No Heavy Loads**

(i) The Occupant(s) shall not place or permit to be placed upon the floor of the Parcel any load in excess of such limit as shall be notified by the MC and/or Manager to the Occupant(s) from time to time and shall where required by the MC and/or Manager distribute or cause to be distributed any load on any part of the floor of the Parcel in accordance with the requirements and directions of the MC and/or Manager failing which the MC and/or Manager shall be entitled to distribute the same at the costs and expense of the Occupant(s), such costs and expense to be paid within fourteen (14) days from the date of the MC's and/or Manager's notice to the Occupant(s) for such payment.

(ii) The Occupant(s) shall not suspend or permit to be suspended from the ceiling of the Parcel anything which is in excess of the load limit per square foot as shall be notified by the MC and/or Manager to the Occupant(s) and shall where required by the MC and/or Manager remove anything so suspended in accordance with the requirements and directions of the MC and/or Manager at the costs and expense of the Occupant(s) failing which the MC and/or Manager shall be entitled to remove the same at the costs and expense of the Occupant(s), such costs and expense to be paid within fourteen (14) days from the date of the MC's and/or Manager's notice to the Occupant(s) for such payment.

(iii) The MC or Manager may consult and obtain the advice of an engineer or any other person(s) in relation to the placement of any load on the floor of the Parcel proposed by the Occupant(s) under Item 1.3 (o)(i) or the suspension of anything from the ceiling of the Parcel proposed by the Occupant(s) under Item 1.3(o)(ii) and the Occupant(s) shall pay to or reimburse the MC or Manager on demand the fees of such engineer or other person(s) within fourteen (14) days from the date of the MC's or Manager's notice to the Occupant(s) for such payment.

**r) Compliance with the Law**

(i) The Occupant(s) shall not do or suffer to be done any act matter or thing which will contravene any provisions of any Act Ordinance Enactment Order Rules Regulations and By laws affecting the Parcel, the Building and/or the Said Land.

(ii) The Occupant(s) shall within seven (7) days of the receipt of any notice or order issued or made to the Occupant(s) in respect of the Parcel by or on behalf of the Appropriate Authorities give full particulars thereof to the MC and/or Manager and produce such notice or order to the MC and/or Manager and shall also without delay and within the time prescribed by such notice or order take all reasonable and necessary steps to comply with or attend to the same unless otherwise instructed by the MC and/or Manager and shall also, at the request of the MC and/or Manager but at the cost and expense of the Occupant(s), join with the MC and/or Manager in making such objection or representations against the same and such cost and expense shall be paid within fourteen (14) days from the date of the MC's or Manager's notice to the Occupant(s) for such payment.

(iii) The Occupant(s) / contractor(s) shall abide and strictly follow all the provision of Occupational Safety and Health Act 1994 (OSHA Act 1994), the Environment Quality Act



1974, Electrical Act, Uniform Building By Law, Factory And Machinery Act 1967 And Regulations / Building Operation Work Of Engineering Construction (BOWEC) Regulations, Guidelines For Public Safety And Health At Construction Site and all rules and regulations enforced by Government of Malaysia pertaining to Safety, Health And Environment.

s) **Keep Clean / Pest Control**

- (i) The Occupant(s) shall keep clean or cause to be kept clean the Parcel, including the doors, windows, door frames, window frames and the interior walls of the Parcel and take all practical steps to prevent infestation by vermin, rodents, insects and pests.
- (ii) The Occupant(s) shall prevent any acts / omissions that contribute to dengue and other infectious diseases that might also put others at risk.
- (iii) Pest control services of common area will be done simultaneously throughout the Building to achieve optimum results. Occupant(s) shall be informed in advance of the scheduled pest control to ensure proper treatment. Tenant(s) / Occupant(s) should program their premise's periodical treatment to coincide with the common area treatment. This is a MANDATORY ACTIVITY, which shall be for the sole account of the tenant(s) / Occupant(s).
- (iv) If it deems necessary, the pest control contractor's authorized representative may to enter any unit at reasonable hours of the day for pest inspection and with the presence of Occupant's representative to undertake preventive measures to control or exterminate these pests at the expense of the Occupant(s).

t) **Keep Good Repair**

The Occupant(s) shall repair and maintain the Parcel and keep it in a state of good repair, reasonable wear and tear and damage excepted. The Occupant(s) shall forthwith carry out the work ordered by any competent public or statutory authority in respect of the Parcel.

u) **Not to Affix Machinery Without Consent of MC and/or Manager**

The Occupant(s) shall not except with the written consent of the MC and/or the Manager and under the supervision of the MC and/or Manager and the MC's and/or Manager's professional advisers erect upon or affix to the Parcel or any part thereof any machinery or mechanical or scientific or electrical apparatus.

v) **Façade**

The Occupant(s) shall keep all parts of the interior of the Parcel that are visible from the street attractively laid out and furnished and with goods well displayed and keep any display windows or showcases in the Parcel clean and adequately and attractively dressed at all times.

w) **Access and Operating Hours**

- (i) The Occupant(s)' guests or invitees will not be permitted into the Building before or after Business Hours unless the security guards / teams have confirmed with the Occupant(s) the identity of such guests or invitees. All guests or invitees of the Occupant(s) will be required to provide their particulars to the security guards / teams before being permitted entry into the Building. Valid identification cards, namely, NRIC / Passport, driver's license or company identification card may be required at the reception in to enable issuance of visitor's access card.

- (ii) The Occupant(s) may inform the security guards / teams of their expected guests or invitees by furnishing the relevant details in advance.
- (iii) The Occupant(s) or guests must wear and display their valid company identification cards or visitor's access card inside the building premises at all times for security and safety reasons.
- (iv) The Occupant(s) shall be responsible for ensuring that their guests or invitees comply with the provisions of this By-Laws at all times and that their behaviour is not offensive to the other users of the Building. The Occupant(s) shall be liable for any damage caused by their guests or invitees.
- (v) Occupant(s)' contractors shall be responsible for the behavior of their employees, contractual personnel, agents and visitors. The following actions / activities are strictly prohibited in any part of:
  - possession and/or being under the influence of prohibited drugs;
  - possession of deadly weapons or explosives;
  - gambling in any form;
  - lewd, indecent, scandalous conducts;
  - acts that may inflict harm on other persons;
  - unauthorized entry to restricted areas;
  - refusal to cooperate with security procedures;
  - damage to Building property, vandalism;
  - loitering within the Building premises;
  - and any other activities, which the MC / Manager may deem to be unacceptable and detrimental to the cleanliness, peace, order and safety of the Building.
- (vi) For any occupants expecting more than eight (8) guests at a time, the following procedures apply:
  - (aa) The host (occupant) are required to submit the guest list, consist of guest's name, identification number and other relevant information, to the Management Office at least three (3) days prior to the event.
  - (ab) The Management Office will arrange a discussion session (if necessary) with the host (occupant) to discuss on the event.
  - (ac) Should the host (occupant) intended to manage their own registration at the vacant concierge counter, the host is required to submit an official request letter at least seven (7) days prior to the event. The usage of the vacant concierge counter is subject to the Management Office's approval.
  - (ad) The options for the registration are as follows (subject to the Management Office's discretion):
    - a. Concierge Team with occupant's representative will verify the guests according to the guest list and usher the guest through the turnstile. Occupant's representative will then usher the guest into the unit (from the elevator).
    - b. Guests will have to register at the concierge counter.
    - c. Host (occupant) manage their own registration at the vacant concierge counter and the Concierge Team will provide access to the turnstile.
- (vii) New Card / Reprogram Card
  - (aa) Fill in Access Card Request form at Management Office
  - (ab) New card = RM 50 per card (payment to be made upon collection of the card)
  - (ac) Card can be collected on the next working day

- (viii) Access for 2 (or more) floors
  - (aa) Occupants are to provide the tenancy agreement for the designated floors and official letter stating the desired floors
- (ix) Turnstile & Access Card SOP
  - (aa) All occupant (s) or visitor (s) must have a registered access card to have access to the turnstile and lifts to reach their designated location or office premise. Sharing of access card is strictly prohibited and amount to breach of security.
  - (ab) Only one person is allowed to pass through the turnstile at one time. Tail gating, trespassing, jumping over, crossing over and any other activity which is in contrary to the natural usage of the turnstile will amount to a breach of security and misuse of common property; in respect of both the entry and exit of the turnstile.
  - (ac) The MC and/or Management Office reserves all rights to take serious actions against anyone who is found to be in breach of the building security rules including but not limited to, imposing penalty, disabling access cards and/or commencing legal actions.
- (x) SOP on Breach of Turnstile Security
  - (aa) Upon the commission of such offence as described in paragraph 1(ii) above, the Auxiliary Police on site shall request for the offender's identification and forthwith prepare an incident report for breach of security.
  - (ab) The incident report shall then be submitted to the management office, for the management to issue the following:
    - a. The First warning notice shall be issued to the offender and his/her employer wherein the notice shall state/ indicate whether the offender is a first-time offender.
    - b. The Second warning notice, shall be issued for the second offence committed, where a penalty of RM 200.00 shall be imposed and be paid by the offender within fourteen (14) days from the issuance of the said notice. The employer or the management of the said offender shall also be accountable towards the payment of the penalty in the event the offender fails to make payment of the penalty within the stipulated timeframe of fourteen (14) days.
    - c. Failure to pay the penalty within the stipulated timeframe shall result in the barring of the said offender's access card and/or may result in the entirety of access cards belonging to the employer or management to be barred. Until and unless the prohibition is lifted, the offender and/or his/her employer or management shall be subjected to the building's visitor registration system.
- (xi) Auxiliary Police's Powers in Requesting for Identification and Arresting Offenders
  - (aa) Section 47 to Section 50 of the Police Act 1967 (Act 344) deals with the powers of appointment, their duties and privileges of an Auxiliary Police when performing their duties within the prescribed area to wit KL Sentral Commercial Business District (CBD).
  - (ab) By virtue of the Regulations stipulated within the Police (Auxiliary Police) Regulations 1970, any member of the Auxiliary Police, when performing their duties, shall have the same powers and duties and shall subject to the same authority as a police officer of corresponding rank and the policing powers include to stop and search and to detain and arrest all persons whom he is by law authorised to apprehend.
- (xii) Visitors
  - (aa) All non-tenants are categorised as visitors and must register themselves at concierge.

- (ab) Individual visitor is eligible for one card and registration can be made directly at the concierge counter.
- (ac) Tenant hosting more than 8 visitors in a single session would be required to provide name list, identification number, other necessary particulars three (3) days prior to visitation or event.
- (xiii) Loss of Card
  - (aa) The Management shall be entitled to impose a penalty of RM 50.00 for every loss of tenant or visitor card.
  - (ab) The registration number of the loss card shall be cancelled forthwith, and shall be followed by an auxiliary police report made for record purposes.
- (xiv) Other Circumstances on the Barring of Access Card System and the usage of Turnstile System
  - (aa) The building access card can be barred under any other circumstances subject to the complete discretion of the JMC / MC whereby other by-laws shall not be adhered to.
- x) **Car Parks**
  - (i) The Occupant(s) shall and/or shall cause their guests or invitees to park their vehicle(s) only in the parking bays as indicated by the Premise Owner / Parking Operator and/or the Building Manager and they shall not park in any car parking bay in a manner so as to interfere with the right of access or egress to and from adjacent parking bays or the adjacent roadway(s).
  - (ii) In amplification hereof, the Occupant(s) shall and shall further cause their guests or visitors to comply with all rules and regulations as may from time to time be laid down by the MC / Parking Operator and/or Manager in relation to the parking of vehicles at the Building including such rules as regards payment for the use of the parking bays and such other terms and conditions for parking as may be imposed from time to time.
  - (iii) No vehicles may be left unattended in any driveway or in any area designated as a no parking zone.
  - (iv) No vehicles may be left in any "No Waiting" zone.
  - (v) Vehicles parked in the car park bay of the other users or on areas designated as "No Parking" or "No Waiting" zones may be towed away at the car owner's costs.
  - (vi) The Parking Operator and/or Manager reserves the right to clamp or cause to be clamped the wheels of any vehicles parked in the car park bay of other users or on areas designated as "No Parking" or "No Waiting" zones. The owner of the vehicle shall be liable to pay a fine, in a sum to be determined by the Parking Operator and/or the Manager, in return for the Parking Operator and/or Manager removing any such clamps. The Parking Operator and/or Manager shall be entitled to refuse entry to any vehicle whose owner continues to park in the car park bay of other users or on areas designated as "No Parking" or "No Waiting" zones.
  - (vii) The Parking Operator and/or Manager reserves the right to redesign, revise and reallocate the layout of the car park and to stipulate from time to time any other terms and conditions relating to the use of the car park or such other terms and conditions that may be imposed by the Appropriate Authorities.
  - (viii) Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasion should these vehicles be left or parked in any car park lots or other areas.
  - (ix) The Occupant(s) hereby agrees that Parking Operator and/or Manager shall not be responsible for any theft, loss or damage or other misdemeanour to any vehicles

(including motorcycles and bicycles) parked in the designated parking areas or any other part of the Building and/or the contents of such vehicles howsoever arising.

- (x) The Occupant(s) hereby agrees that the Parking Operator and/or Manager shall not be liable for any damages or loss suffered by the owners of any vehicles arising as a result of or in connection with any act or omission on the part of the Parking Operator and/or Manager.

**y) Loading and Unloading**

- (i) The Occupant(s) shall not load or unload any goods or materials from any vehicles except where such vehicles are parked in the loading bay or area designated by the MC and/or Manager and in the process of loading and unloading shall not cause congestion of those or any adjoining loading bays nor inconvenience to any other user of them or other Occupant(s) and public.
- (ii) The MC / Parking Operator and/or Manager reserves the right to clamp or cause to be clamped the wheels of any vehicles belonging to any person(s) calling on the Parcel with the authority of the Occupant(s) which are parked on the roads or the pavements of the Building or in any way obstruct any such road or pavement.
- (iii) The owner of the vehicle shall be liable to pay a fine, in a sum to be determined by the MC / Parking Operator and/or Manager, in return for the MC / Parking Operator and/or Manager removing any such clamps. The MC / Parking Operator and/or Manager shall be entitled to refuse entry to any vehicle whose owner continues to park on the roads or the pavements of the Building or in any way obstruct any such road or pavement.
- (iv) The Occupant(s) shall not convey any goods or materials to or from the Parcel and/or the Building except through the entrances and service areas provided for the purpose.
- (v) Notwithstanding the above, the Occupant(s) shall not load or unload goods during the following times or at such other times as the Manager may prescribe from time to time.
- |                    |                     |
|--------------------|---------------------|
| Monday – Friday :  | 10.00 am to 6.00 pm |
| Saturday, Sunday : | 10.00 am to 1.00 pm |
- (vi) The Occupant(s) shall not use or permit to be used the loading bay / area designated for such activities for storage of goods or for any other purposes other than for the prompt loading and unloading of goods.

**z) Security and Fire Alarms**

- (i) The Occupant(s) shall permit the duly authorised employees and agents of the MC and/or Manager to enter the Parcel for the purpose of servicing and maintaining the intruder and fire alarm systems in the Building.
- (ii) The Occupant(s) shall permit the duly authorised employees and agents of the MC and/or the Manager to have such access to the Parcel as may be required in the event of a fire or intruder alarm call.
- (iii) The Occupant(s) shall regularly service / maintain / repair and when necessary, renew such additional fire and intruder alarms and ancillary equipment installed in the Parcel by the Occupant(s) over and above that which have been installed by the MC or the Manager.
- (iv) The Occupant(s) shall not install or maintain in the Parcel any equipment or apparatus which:
- is intended to be an extension of the intruder alarm or fire alarm systems and to be connected to either such system other than such apparatus or equipment as is compatible with the equipment of such systems and that has been approved by the MC or Manager and if applicable by the Appropriate Authorities; or

- may affect the performance of the intruder alarm or fire alarm systems.
    - The Occupant(s) shall not make any connection to such systems without the prior written consent of the Manager.
  - (v) The Occupant(s) shall be solely responsible for the security of the Parcel and for the proper securing of the doors and windows of the Parcel and the safe keeping of all property, chattels, goods, fixtures and fittings therein.
- aa) Fire Drills**
- (i) The MC and/or Manager may whenever it deems necessary conduct or cause to be conducted fire drills or any other safety exercise and the MC and/or Manager shall be entitled to shut down or disconnect the air-conditioning, lift service and electricity supply or any other services and facilities and the MC and/or Manager shall not be responsible or liable for any loss or damage arising from the shut down or disconnection of any of the aforesaid.
  - (ii) Two (2) participants / attendees, at minimum, are required in fire prevention or firefighting seminars and actual fire drills conducted by the MC and/or Manager.
  - (iii) The Occupant(s) / contractor(s) is also required to participate in any Emergency Response Training organized by the MC and/or Manager.
- bb) Fire Safety Inspection**
- (i) The MC and/or Manager will conduct quarterly inspections of the Occupant(s)' Parcel. Unit Owner and/or Occupant(s) are required to comply with the items noted in the inspection report.
  - (ii) The MC and/or Manager may engage the services of accredited Life and Fire Safety consultants to validate compliance in the premises of the Building. Parcels' Occupant(s) shall be charged a proportionate share for the costs of these services. All Occupant(s) must comply with all the requirements of the Life and Fire Safety Regulations.
- cc) Elevators**
- (i) The MC and/or Manager will operate the elevators in the Building during Business Hours. The MC or Manager is under no obligation whatsoever to operate the elevators in the Building outside Business Hours unless with prior arrangement on terms and conditions including imposition of such additional charges as the MC or Manager deems fit.
  - (ii) The MC and/or Manager reserves the right to shut down any elevators during Business Hours or at any other times for the purpose of maintenance and service.
  - (iii) The MC and/or Manager shall not be liable for any loss, damage or injury arising out of or in connection with any failure or interruption in the operation of the elevators for any reason whatsoever including without limitation the negligence, default or omission of the MC and/or Manager and its employees, servants, agents or contractors.
  - (iv) The Occupant(s)' right to use the lifts and entrances in the Building may be restricted by the MC and/or the Manager before and after Business Hours to only such lifts and entrances as the MC and/or Manager in its discretion may determine.
  - (v) Bicycles and any motorized form of transport (other than wheel chairs) shall not be placed in or allowed into any elevator.
  - (vi) Smoking in the elevators is strictly prohibited. The MC and/or Manager has the right to impose penalty for failure to observe this rule.
  - (vii) No person shall tamper with any of the elevator controls in any manner so as to prevent the proper functioning of the elevators.

- (viii) In the event of power failure or fire or other emergencies, Occupant(s) and/or their guests or invitees must not use the elevators but should instead use the stairways and other emergency exits to vacate from the Building.
- (ix) The Occupant(s) must inform the Manager of any shifting or delivery of heavy or bulky items using the designated goods elevators at least 24 hours in advance so that proper arrangement can be made to avoid causing any inconvenience to other users. The passenger elevators may not be used for the shifting or delivery of any goods in which case the designated goods elevator should be used.

**dd) Air-Conditioning and Ventilation**

- (i) The MC and/or Manager will provide air-conditioning to the Common Property during Business Hours. The MC and/or Manager is under no obligation whatsoever to provide air-conditioning to the Common Property outside Business Hours unless with prior arrangement on terms and conditions including imposition of such additional charges as the MC and/or Manager deems fit.
- (ii) The MC and/or Manager reserves the right to shut down the air-conditioning system or any part thereof during Business Hours or at any other times for the purpose of maintenance, repair and service.
- (iii) The MC and/or Manager shall not be liable for any loss, damage or injury arising out of or in connection with any failure or interruption in the air-conditioning for any reason whatsoever including without limitation the negligence, default or omission of the MC and/or Manager and their respective employees, servants, agents or contractors.
- (iv) The Occupant(s) shall not do anything which interferes with the air-conditioning or ventilation within the Common Property or which imposes an additional load on the Building's air-conditioning or ventilation plant and equipment, including but not limited to opening or keeping open the external doors and windows of the Parcel.

**ee) Notices of Accidents or Defects**

- (i) The Occupant(s) / contractor(s) shall give prompt notice of any defects in the water pipes, gas pipes electric installation or fixtures which come to his knowledge or any other accidents that may have arisen thereby or any circumstances likely to be or cause any danger, risk or hazard to the Parcel and/or the Building or any person therein.
- (ii) The Occupant(s) / contractor(s) shall report immediately to the MC and/or Manager all incidents, accidents, near misses, dangerous occurrences and/or occupational and infectious diseases.
- (iii) The Occupant(s) / contractor(s) shall submit the above reports within 24 hours to the MC and/or Manager.

**ff) Accumulation of Dirt / Rubbish / Debris**

The Occupant(s) shall not cause any accumulation of dirt, rubbish or debris in or outside the Parcel and shall not store any goods or vehicles in any part of the Common Property, Building and/or the Said Land so as to cause obstruction and shall maintain the general condition and appearance of the Parcel particularly as regards the exterior walls windows or partitions in a presentable condition so as not to affect the general image of the Building as a prestigious development.

**gg) Removal of Furniture**

The Occupant(s) and/or guests or visitors shall not alter or remove furniture, furnishings and other common property located in the Common area of the Building.

hh) **Security Rules**

The Occupant(s) shall comply and shall cause their guests or invitees to comply with all the security rules, regulations and directions laid down by the MC and/or the Manager from time to time.

ii) **Use of Common Property**

(i) The Occupant(s) shall or shall cause their guests or invitees to use the Common Property only for the purposes for which it is reasonably suited and which are incidental to the use and occupancy of the Parcel and in this regard shall observe and shall cause their guests or invitees to observe all directions, rules and regulations.

(ii) **Rental of Common Area / Facilities**

(aa) **Rental Procedures**

- a. Fill in the Facilities Rental Form for booking
- b. Send in official letter to MC (if necessary)
- c. Make necessary payment
- d. Collect key and return key after event
- e. Send official letter to request for refund deposit (inspection if necessary)
- f. Refund payment

(ab) **Organisation And/Or Participant Conduct**

- a. All programs or activities should be conducted in such a manner as not to be disruptive to others in terms of excessive noise, offensive material, etc as clearly stated in Q Sentral By-Laws, which have been adopted as additional by-laws in the 1st Annual General Meeting (AGM) on 3rd June 2016.
- b. Rental charges and a security deposit imposed on organizer at a rate agreed by the Joint Management Committee (JMC) and is payable within (7) working days prior to the booking.
- c. All materials including food, drink, trash, or leftover supplies must be removed from the room/ event area or placed into the trash containers. Failure to do so will result in additional charges to organizer for clean up time and labour charges and/or the security deposit shall be deducted/ forfeited accordingly.
- d. If any damage occurs to the venue during the set-up or function period, the organizer will be liable for any rectification works. The organizer must rectify the damage and restore them to its original condition. All rectification charges will be borne by the organizer.
- e. Some events may require the Auxiliary Police or Security Services to be on duty throughout the duration of the event. Costs incurred will be charged to the organizer and included as additional fees.
- f. The Joint Management Body of Q Sentral is not responsible for any losses or injuries suffered by any persons as a result of activities sponsored by the reserving organization. These incidents should be reported to the Information Counter immediately.
- g. The Q Sentral facilities are designated as smoke and alcohol free. No exception shall be given for any event. The event organizer or its client (tenant) shall ensure compliance to these guidelines.
- h. Violations of any Q Sentral policies and rules may result in the loss of reservation privileges, charges or both.

(ac) **Facility Guidelines And Usage**



- a. Storage space is not available. Q Sentral Joint Management Committee is not responsible for any materials or equipment left in the building overnight, during breaks, or after events.
- b. Decorations, signage, banners and other materials must not be attached to walls, windows, doors, painted or papered surfaces, or displayed in any area of the building. In addition, notices, fliers, handbills, etc. may not be distributed on the tables, chairs, window ledges, etc. in the facility. Handbill, fliers, notices etc. may only be distributed from the organization tables with an approved reservation.
- (ad) Application and Cancellations
  - a. All applications must be made via email or formal letter to Q Sentral Joint Management Committee (JMC) at least one (1) week prior to the event and the organizer must notify JMC for any cancellation of confirmed reservations 48 hours before the event, or by noon on Friday for a weekend event.
- (iii) Water Dispenser Installation at Common Area
  - (aa) Collect agreement at the Management Office  
This agreement is valid for one (1) year and to be renewed on the next calendar year
  - (ab) The owner of the water dispenser is responsible for the maintenance of the installed water dispenser
  - (ac) A copy of the maintenance schedule (between the owner and service provider) should be attached together with the agreement on annual basis (upon renewal)
  - (ad) Both the installation and maintenance charges are to be borne by the owner of the water dispenser
  - (ae) The pantry is a common area. Therefore, the owner agree that everyone will have full access any facilities located in the area
  - (af) The owner will be liable for any uneventful incident such as pipe burst, resulting in slippage, falling risks, defects, vandalism, incident etc. as a result of such installation at the designated common area
  - (ag) No additional piping is allowed for the installation;
  - (ah) Size of the water dispenser and the method of installation must be approved by the Management Office prior to installation
  - (ai) To make good and defects of the common area / associated facilities in the event that the owner decides to remove the installation.
- (iv) Application for Photography or Videography
  - (aa) Photography or Videography in the Building and its surrounding premise would require the Management's approval.
  - (ab) Charges shall be imposed separately for tenant and non- tenant or commercial usage.
  - (ac) A refundable deposit of RM 1,000.00 for tenant or owner shall be charged for either usage of photography or videography for the first 8 hours and followed by a nominal fee of RM 100.00 per hour for every consecutive hour.
  - (ad) For non-tenant, non-occupant or for commercial usage a deposit of non-refundable RM 2,500.00 is charged for the first 8 hours followed by RM 200.00 per every consecutive hour.
  - (ae) The applicants or its company are solely responsible for any damages or loss incurred as a result of the said photography or videography session.
- (v) Application to use Common Area for Event

- (aa) Occupants are not allowed to conduct any event at the common area. Any event or small celebrations are to be conducted within the occupant's vicinity without interrupting or causing any inconvenience to others. Waste, such as food and beverages, are to be packed and thrown into the refuse chamber located at LG2.

**jj) Damage to Common Property**

The Occupant(s) shall be liable for all costs and expenses incurred by or on behalf of the MC to repair, replace or restore any damage or destruction of Common Property or any part thereof where such damage to or destruction is caused by or contributed to by the Occupant(s) or its guests, invitees, agent(s) or contractor(s).

**kk) Lion Dance Performance**

(i) Tenants are to inform and get written consent from all the other tenants on their floor

(ii) Rules and Regulations

- (aa) Lion Dance performance can be held during working hours.
- (ab) Lion Dance are to be held for a maximum of 30 minutes only.
- (ac) Lion Dance to be held within the office premise and the office entrance only.
- (ad) No firecrackers allowed
- (ae) Tenants are to clean all disposal (if any) during the event or else the Building Management shall penalise them based on the By-Laws.

**ll) Installation of Telecommunication Wiring / Cables from MDF / SDF Room or Inter-Floors Connection**

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

- (aa) To submit a letter of application, stating the purpose of installation and specifying the method of statement of the installation to be approved in writing by the JMC / MC
- (ab) The cable shall run as a stand-alone cable, enclosed in proper ducting; along the existing ducting with proper labelling
- (ac) To ensure that the cabling work is in compliance to other technical / building requirements as advised by the JMC / MC
- (ad) To provide a letter of undertaking and indemnity in the form prescribed by the JMC / MC
- (ae) To pay a One-Time Access Charge per installation, amounting RM 10,000.00 to the JMC / MC. The said payment shall be levelled against all owners / occupants currently using the building telco riser.

**4. RENOVATIONS / REMOVALS**

- a) The MC and/or Manager shall be informed at least two (2) days in advance of any removal activities involving a professional mover or large items of furniture. The Occupant(s) shall ensure that the Common Property or the Building are not damaged in the course of such activities and put in place the necessary protection materials. Any container(s) parked within the compound of the Building for purposes of moving in or out must be removed immediately upon completion of such activities.
- b) No renovation work shall be carried out without the prior written approval of the MC and/or Manager.

- c) The Occupant(s) shall ensure that a list of names and identity cards of the contractors and workers be submitted to the MC and/or Manager and/or the security guards / teams at the main guardhouse / reception / control room for security purposes prior to commencement of renovation works. The Occupant(s) shall ensure that the contractors agree to their vehicles being searched by the security guards / teams on duty as and when required.
- d) Prior to the commencement of the construction or renovation works, the Occupant(s) shall be obliged to submit to the MC and/or Manager the following documents:
  - (i) a letter of application stating the duration of the renovations which must not exceed three (3) months, however, subject to a further extension of three (3) months and to be approved by the MC and/or Manager;
  - (ii) a copy of the renovation plans / drawings, duly endorsed by a registered architect and/or engineer (if applicable);
  - (iii) application for Permit to Work (PTW) at least three (3) days before the commencement of work. Work is only allowed to resume after getting official approval. In the event foreign workers are employed, Occupant(s) must employ only those with valid work permits and passports;
  - (iv) a copy of the Renovation Work Security Clearance Form;
  - (v) a letter of undertaking and indemnity in the form prescribed by the MC and/or Manager; and
  - (vi) a letter of approval from the Appropriate Authorities (if applicable).
- e) The Occupant(s) and/or the contractor(s) is required to ensure the workplace is properly maintained, clean and tidy at all times.
- f) The Occupant(s) / contractor(s) must comply with Safety Health instructions issued by the MC and/or Manager or their representatives such as by Duty Officer, Safety Supervisor, Safety Officer, Safety Manager, Operation Manager, Building Executive, Engineer and Chargeman.
- g) The Occupant(s) and/or contractor(s) shall provide and maintain the necessary personal protective equipment such as safety shoes, safety helmet, safety gloves, safety goggles, safety apron, safety musk, ear plug and any personal protective equipment relating to the work being carried by the workers. The personal protective equipment used or provided should be approved by Jabatan Keselamatan Kesihatan Malaysia (JKKP) or SIRIM.
- h) The Occupant(s) / contractor(s) has to ensure that their workers and suppliers wearing a proper attire. Slippers and sandals are not allowed.
- i) The Occupant(s) and/or contractor(s) is responsible to ensure public is protected from the hazard associated with the work carried out by them.
- j) The Occupant(s) and/or contractor(s) is responsible to provide suitable and sufficient number of safety signage, warning tape and safety equipment at the work area the renovation / repairing works.
- k) The MC and/or Manager or his representatives has the right to issue STOP WORK ORDER notice to the Occupant(s) / contractor(s) if the work area is unsafe and unhealthy to the workers, other occupants and public or fails to comply with Safety, Health and Environment rules and regulation.
- l) Any legal action / punitive / corrective action taken by authorities or the public as a result of negligence, delay or refusal to comply / cooperate with the MC and/or Manager shall be under Occupant(s) / contractor's full responsibility.
- m) The MC and/or Manager has the right to remove any staffs / suppliers of the contractor / machinery / equipment / work materials / tools and as such from the workplace, which can affect the safety and health environment of the workers, other occupants, public at the workplace or business outlet.

- n) The Occupant(s) / contractor(s) is required to attend safety, health and environment briefing organised by the MC and/or Manager prior to commencement of work and conduct safety tool box once a week to the workers.
- o) All requests to undertake renovation works must be prepared and planned by professional architects / engineers / contractors, the plans of which must be submitted to the MC or Manager who will arrange for a technical review of any impact on the nearby buildings, facilities and amenities, the Building and/or the Said Land. This process may involve the proposed plans being scrutinised by the MC's or Manager's appointed consultants, the professional fees of RM 1,000.00 which will be borne by the Occupant(s).
- p) A renovation deposit ("**Renovation Deposit**") of RM 10,000.00, must be paid to the MC or Manager prior to any commencement of works on the Parcel. The Renovation Deposit is to ensure that the Occupant(s) makes good all damages to the Common Property, the Building and/or the Said Land or any part thereof caused in the course of completing renovations and/or ensures that the Occupant(s)' contractors / agents conduct themselves in a reasonable manner and do not cause nuisance or inconvenience to others.
- q) The onus shall be on the Occupant(s) to obtain the approval of the Appropriate Authorities for all renovation works prior to any commencement of works on the Parcel and arrange for all inspections.
- r) Prior to the commencement of any renovation work, the MC and/or the Manager and the Occupant(s) will inspect, record and photograph (if necessary) the existing condition of any areas of the Building and/or the Common Property which may be affected or damaged in the course of carrying out the renovation work, delivery of materials, removal of debris or movement of workmen.
- s) Workmen shall be permitted to use the restroom located within Common Property on the strict condition that the workmen are to keep the restroom clean and tidy at all times. Failure to comply will result in the workmen being banned from the Said Land. Failure to comply will result in the Occupant(s) having to clean the restrooms at the costs and expense of the Occupant(s).
- t) The MC and/or Manager may at their absolute discretion retain part or all of the Renovation Deposit to pay any costs incurred to make good damage to Common Property or the adjoining Parcels or any part of the Said Land if it is not immediately made good to the satisfaction of the MC or the Manager. The MC or Manager may deduct a sum from the Renovation Deposit as penalty for unacceptable conduct of the Occupant(s)' contractors or agents, such deduction to be determined by the MC and/or Manager. Unexpended monies from the Renovation Deposit will be returned free of interest within after completion of renovation.
- u) Notwithstanding the payment of the Renovation Deposit by the Occupant(s), in the event the costs incurred by the MC and/or Manager in making good such damage should be more than the Renovation Deposit, the Occupant(s) shall reimburse to the MC and/or Manager within seven (7) days from the date of receipt of a notification from the MC and/or Manager of the amount so expended, the difference between the amount so expended and the Renovation Deposit.
- v) The Occupant(s) shall execute and deliver to the MC and/or Manager such letter or other document for the release of and/or indemnity of the MC and/or Manager as the MC and/or Manager may require in respect of such redecoration, renovation, addition, alteration, extension, demolition and/or other variation.
- w) All renovation works including delivery of goods and materials can only be carried out between **6.00 pm to 6.00 am**, Mondays to Fridays and, between **1.00 pm on Saturday to 6.00 am on Monday** and between **12.00 am to 11.59 pm** on public holidays. All contractors or workers shall leave the Parcel and the Building by 6.00 am every day (save and except for Saturdays

- and Sundays). In exigency, the Occupant(s) may carry out Renovation Works beyond the Business Hours subject to the Landlord's prior written approval.
- x) Disposal of renovation debris is the responsibility of the Occupant(s) and must be undertaken on a daily basis to avoid stacking and accumulation of debris resulting therefrom.
  - y) All renovation parcels must be free of mosquito breeding ground.
  - z) All clogged drains as a result of the renovation works must be cleared immediately.
  - aa) All contractors or workers are to avoid causing any disruption or disturbance to the other users. (Workers and contractors include workers for urgent repair works, air condition serviceman etc).
  - bb) No hacking of wall, penetrating of walls, ceiling and flooring is permitted, save and except with the written approval of the MC and/or Manager.
  - cc) The Occupant(s) shall not:-
    - (i) without the MC's and/or Manager's prior written consent (which may be given or withheld at the MC's or Manager's absolute discretion), carry out or effect or cause to be carried out or effected, any renovations, alterations, additions or other variations whatsoever in, on, about or to the Parcel or install or cause to be installed any fixtures or fittings (electrical or otherwise) in, on or about the Parcel, which may or would involve or necessitate any amendment, modification, alteration or variation howsoever of or to the Building Plans (or any part thereof) or the submission of further plans to the Appropriate Authority for approval;
    - (ii) after delivery of vacant possession of the Parcel to the Occupant(s), without the MC's or Manager's prior written consent (such consent not to be unreasonably withheld), carry out or effect, or cause to be carried out or effected, any renovations, alterations, additional or other variations whatsoever in, on, about or to the Parcel or instal or cause to be installed any fixtures or fittings (electrical or otherwise) in, on or about the Parcel which may or would involve or necessitate any amendment, modification, alteration or variation howsoever of or to the Building Plans (or any part thereof) or the submission of further plans to the Appropriate Authority for approval; and
    - (iii) without prior written consent of the MC and/or Manager carry out or effect, or cause to be carried out or effect any redecoration, renovation, alteration, addition, extension, demolition or other variation whatsoever or howsoever in, on or about the Parcel.  
PROVIDED ALWAYS THAT no redecoration, renovation, alteration, addition, extension, demolition or other variation whatsoever or howsoever may be carried out or effected in, on or about the Parcel at any time which may or would alter or affect the external appearance or the external facade of the Parcel or the Building or which may or would affect the structural stability of the Building and/or any other building within the vicinity of the Said Land.
  - dd) The Occupant(s) shall not, and shall at the Occupant(s)' own cost and expense cause procure and ensure that the Occupant(s)' contractors or any person or company so engaged or entrusted by the Occupant(s) as regards such redecoration, renovation, alteration, addition, extension, demolition and other variation whatsoever or howsoever in, on, about or to the Parcel shall not, in any manner:-
    - (i) damage, or cause any damage to, any part of the Building, the Common Property and/or the Said Land;
    - (ii) store or keep any building materials and/or construction equipment in, on or about the Common Property, the Building and/or the Said Land save inside and within the Parcel or erect any worker's quarters or store in, on or about the Common Property, the Building and/or the Said Land or block or obstruct any part of the Building, the Common Property and/or the Said Land;

- (iii) dump any debris waste or redundant materials in, on, about or within the Common Property, the Building and/or the Said Land. The Occupant(s) shall, and shall ensure that the Occupant(s)' contractor shall expeditiously and properly remove all debris, surplus, goods, materials;
  - (iv) carry out or execute any works for or relating to such redecoration renovation, addition, alteration, extension, demolition and/or other variation except during the times and on such days as the MC and/or Manager may stipulate; and
  - (v) cause any inconvenience to any of the other users unless such inconvenience is unavoidable.
- ee) In the event of the Occupant(s)' contractors breaching any of the provisions of this item the MC and/or Manager may, in addition to their remedies under Item 4(k) above, at their sole and absolute discretion issue a "stop work order" until the breach concerned is rectified and remedied, at the costs and expense of the Occupant(s)' contractor, to the full satisfaction of the MC and/or Manager. In such an event the MC and/or Manager shall not be liable to the Occupant(s) and/or any other party for any loss suffered by the Occupant(s) or any other party as a result of such an order.
- ff) All delivery, removal and renovation works must be reported at the security checkpoint prior to the work being carried out. The MC and/or Manager reserves the right to refuse entry to any unknown, unauthorized or unreported personnel for whatsoever purposes.
- gg) All contractors and workmen must report at the security check-point / reception to obtain identification passes and must wear and display their identification passes at all times whilst in the Building and/or the Said Land. No contractors or workmen are allowed to wander around the Building and/or the Said Land. Security personnel have the right to question any person in the Building and/or the Said Land and those contractors or workmen found without a proper identification pass may be denied entry into or ejected from the Building and/or the Said Land.
- hh) All deliveries, removals and workmen must use only the designated elevators and staircases so as not to cause any inconvenience and discomfort to other users.
- ii) All Occupant(s) and their contractors are NOT allowed to utilise water and/or electricity supply from the Common Property unless specific and express permission has been obtained from and granted by the MC and/or the Manager and for which an additional fees shall be levied by MC and/or Manager. Utility charges shall be imposed at the minimum rate of RM 1,000.00 per month throughout the renovation period over and above service charges for vetting of renovation submissions and approval of plans, technical, consultation, additional housekeeping, additional security, site supervision by the building management team, which have not been budgeted for within the scope of service charge.
- jj) Packing and crating materials must be promptly removed by the Occupant(s) and the Occupant(s)'s contractors to the dumping ground approved by the Appropriate Authorities outside the Building.
- kk) The renovation procedures are as follows:
- (i) Engineer's Briefing
    - (aa) Check documents and requirements
    - (ab) Check outstanding amount by Accounts Department
  - (ii) Obtain Renovation Form
    - 1 month prior to the start of renovation work
  - (iii) GBI Compliance (if necessary)
    - Submit necessary documents to M&E consultant and architect for review
  - (iv) Local Authority Compliance
    - Submit necessary documents to OSC / BOMBA (CCC) / Malakoff for endorsement
  - (v) Submission & Approval of Renovation Form

- (aa) Layout plan
- (ab) Single line drawing
- (ac) Renovation schedule
- (ad) List of workers (no UNHCR holder allowed)
- (vi) Renovation Administration Fees
  - (aa) Make payment for the renovation admin fees – RM 150.00 per unit
- (vii) Payment
  - (aa) Deposit RM 10,000.00
  - (ab) Utility bills RM 1,000.00 per month
- (viii) Work Permit Application & Safety Briefing
  - (aa) By-Laws procedure
  - (ab) Four (4) days prior to the start of renovation work
- (ix) Start Renovation Work
  - Duration: 1 month
- (x) Sub-Meter Installation for All Utilities
  - Duration: subject to compliance with Service Provider
- (xi) Final Inspection
- (xii) Check Penalty / Outstanding
- (xiii) Deposit Refund
  - Duration: 30 working days
- (xiv) Renovation Time

Day	Time
Monday - Friday	6.00 pm – 6.00 am (next day)
Saturday	1.00 pm – 6.00 am (Monday)
Sunday	whole day
Public Holiday	whole day

## 5. FOOD OPERATOR

Kindly be advised that Perbadanan Pengurusan Q Sentral (PPQS) will be imposing the following rules / regulations to all food operators operating at Q Sentral building in accordance to the *Licensing of Food Establishment (Federal Territory of Kuala Lumpur) By Laws 2016* with immediate effect:

- (i) All food operators must obtain and display their valid business license from the respective authorities at their premises at all time;
- (ii) All food operators must be registered with the **Ministry of Health Malaysia** and display their valid certification of registration at the premises at all times and comply to the “Food Hygiene Regulations 2009” for both its employers and employees at all times including that of being medically fit (undergoes the appropriate medical examination and assessment of health condition) throughout its operations (Please refer to the “Food Hygiene Regulations 2009” handouts attached here)
- (iii) To install grease trap equipment according to the specifications determined by the Commissioner as provided under by-law 15 (please refer to **Schedule A** for details); and
- (iv) To install cooker hood / ventilation fan if the food operator is planning to cook in the unit and responsible to ensure that the system is properly maintain (only applicable to retail with LPG supplies). Building management will have random inspection to check on the maintenance schedule and system condition on site. Please note that at all times, no gas tank is allowed at the premises.

- (v) **Solid Waste Management (Food Waste):** - All food operators are fully responsible to manage/dispose their food waste on daily basis. In reference to Q Sentral's By-Laws, (G) Refuse Disposal, item (ii), (iii) and (v):
- Refuse must be secured in non-porous polythene bags before being placed in trash containers;
  - All wet refuse should be thoroughly drained of any liquid, and care should be taken to prevent dripping on the floor; and
  - Dirt, rubbish or other refuse shall not be thrown into the sinks, lavatories cisterns or waste or soil pipes in the Parcel, the Common Property or elsewhere in the Building or the Project except in the trash containers and the Occupant(s) shall not allow anything to be done which might result in the clogging of the sewerage and drainage pipes serving the Building.
- (vi) **Additional Pest Control Treatment:** - All food operators are responsible to hire/appoint a pest control as stated in Q Sentral's By-Laws, (S) Keep Clean, Healthy & Safe / Pest Control, item (i):
- The Occupant(s) shall keep clean or cause to be kept clean the Parcel, including the doors, windows, door frames, window frames and the interior walls of the parcel and take all practical steps to prevent infestation by vermin, rodents, insects and pests.
- (vii) In light of the recent flooding incident, PPQS has decided that any food operators who wish to install water filter to their units, they will be required to comply to the specifications set in **Schedule B** with immediate effect. Failure to do so, a fine of RM200.00 will be imposed and the management will remove and make good the water pipes and all costs will be back charged to the concerned food operator.

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## Schedule A

### Grease Trap Equipment

- (1) *Any eating-house and restaurant shall provide and install grease trap equipment in accordance with the specifications determined by the Commissioner and ensure the sullage water from every sink in the eating-house or restaurant is channelled through the grease trap equipment.  
(Note: The recommended size for Q Sentral is 8 inch x 12 inch with a 40mm circumference PVC pipe outlet)*
- (2) *Waste from the grease trap equipment shall be channelled through a tunnel which has a direct connection into the sewerage system, septic tank or into any sewerage treatment system.*
- (3) *All trapped solid waste and oil in the grease trap equipment shall be disposed of in the manner determined by the commissioner.  
(Note: Food operator is responsible for the upkeep and maintenance of their grease trap and all scheduled waste must be disposed accordingly – prior arrangement to be made with Indah Water Konsortium Sdn Bhd)*
- (4) *The licensee shall maintain or cause to be maintained the grease trap equipment in the manner determined by the commissioner.  
(Note: Food operator is responsible to appoint licensed service provider for the upkeep and maintenance of their grease trap on regular basis)*
- (5) *Any licensee who fails to comply with this by-law commits an offence and will be subjected to a penalty of RM1,500.00 by Kuala Lumpur City Hall or Dewan Bandaraya Kuala Lumpur (DBKL).*
- (6) *Licensee are to engage a professional sewerage maintenance service provider for the servicing and maintaining of the grease trap regularly and minimum on a monthly basis. Licensee are to also keep the record of the services done to the grease trap, as it will be requested during the Facilities Management's monthly visits.*
- (7) *The Facilities Management will conduct spot checks, to ensure all food operators comply to the SOP. Should any incident occur which causing any damage to the common area and property, as a result of licensee failure to comply to the SOP, whereby the insurer declines the insurance claim, the owner are to bear the cost incurred.*

## Schedule B

### Water Filter Requirement Specification

System includes a manifold with built-in pressure gauge, inlet water shut-off valve, outlet check valve, mounting bracket, filter cartridge and scale-feeding system.

- Filter cartridges are o - ring seal type.
- System maximum operating pressure of 145 psi (10 bar) and operating temperatures of 100°F (37.8°C).
- Filter cartridge incorporates carbon block media protected by a pleated pre-filter membrane.
- Cartridges are sanitary in design, requiring no contact with the filter media during cartridge change-out.
- Filter cartridges requires no pre-activation.
- The disposable filter cartridge **MUST** be replaced every 12 months, at the rated capacity or if a noticeable reduction in flow rate occurs.
- The installation and asset liability of water filter is under tenants/owners responsibilities.

(Note: Must be pre-approved prior to installation and maintained regularly by an experienced contractor on timely basis to ensure that all are in order)

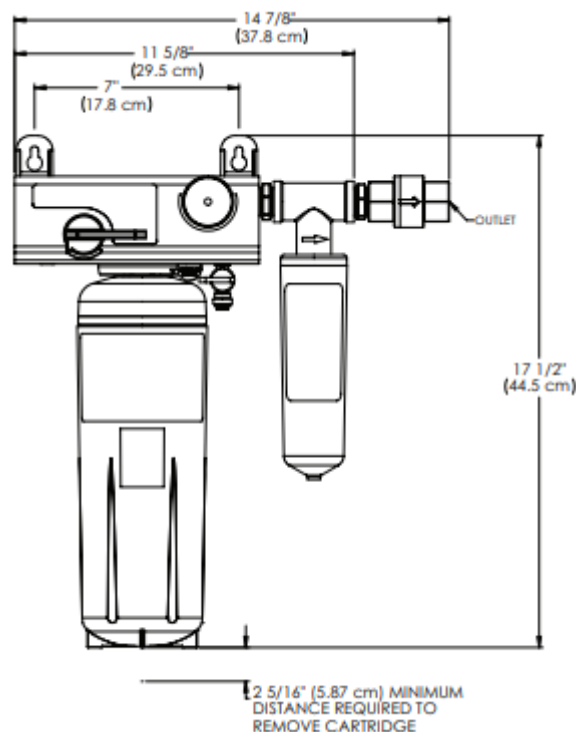


Diagram of recommended water filter commonly used in retail unit.

## 6. HOT WORK PROCEDURE

The following procedures have been developed and are to be followed by those required to perform hot work. They should also be used in conjunction with the confined space permit system. The purpose of this procedure is to ensure hazards are identified and appropriate controls are put in place prior to and during hot works being carried out.

### (i) Scope

- (aa) This Hot Work procedure shall apply to all workers and contractors, sub-contractors, labour hire workers and volunteers who carry out hot work on any plant or equipment or area that contains or has contained a flammable, combustible or explosive atmosphere including in a confined space, but excluding those works that are completed in the workshop.
- (ab) Permits may be provided to workers by the principal PCBU/contractor managing the project or the contract of works.

### (ii) Definitions

- (aa) Hot Work: Any work that produces open flames, hot slag or sparks. The Fire Code defines Hot Work as cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch applied roof systems, or any other similar situation.
- (ab) Combustible: A material capable of sustained burning when ignited and in the presence of air.
- (ac) Confined Space: A space that has the following characteristics:
  - a. Is large enough and so configured that an individual can bodily enter and perform assigned work; and
  - b. has limited or restricted means for entry or exit; and
  - c. is not designated for continuous worker occupancy
- (ad) Flammable: A liquid having a flashpoint below 37oC.
- (ae) Fire Watch: A person who has been trained to monitor the work area for unwanted fires during and for 30 minutes after the completion of hot work, and to prevent any such fires should they occur.
- (af) Ignition Source: A source of energy sufficient to ignite a flammable atmosphere. Such sources include, but are not limited to, flames, incandescent material, electrical spark, hot surfaces and mechanical sparks.

### (iii) Roles & Responsibilities

- (aa) Manager / Supervisor is responsible for:
  - a. Providing employees with information about potential hazards of the environment in which they will work to enable them to determine an appropriate safe system of work;
  - b. ensuring that communication channels are established between the principal employer/contractor(s)
  - c. ensuring any incidents that occur are reported to the principal employer/contractor.
  - d. inspecting and monitoring the area concerned and ensuring that all the necessary precautions are in place prior to issuing the permit.
  - e. making periodic inspections of areas where hot work is being performed;
- (ab) Employees are responsible for:
  - a. Fully understanding the elements of the hot work program; and

- b. complying with the procedures outlined in the program.
- c. ensuring that any incidents are reported to the manager

**(iv) Procedure**

**(aa) Risk Assessment**

- a. A risk assessment shall be undertaken by a competent person/s before any activity involving hot works is carried out. A Safe Work Method Statement (SWM) should be completed if recommended by risk assessment. The SWM is used to identify, assess and analyse hazards and risks associated with work activities, and the subsequent implementation of control measure to prevent loss in the workplace. The Job Safety and Environment Analysis Work Instruction shall be used for this purpose.
- b. The risk assessment shall be revised whenever there is evidence to indicate that the hazards associated with the hot works have changed

**(ab) Permit**

- a. A permit is required when any form of Hot Work is to be done. The permit is to be completed prior to the start of the work and may be valid for up to thirty days. Extended time permits are for single locations only.
- b. A permit will be issued by the principal PCBU /contractor who manages the contract of works or projects after a review of the location of the Hot Work and the completed permit.
- c. The signed permit shall be posted on the job site at all times by personnel doing the work.

**(ac) Site Preparation**

- a. Manager/Supervisor is responsible for preparing the work area daily according to the permit requirements prior to allowing any Hot Work. All areas for which a Hot Work permit is to be issued must be checked for combustible materials, flammable load, floor/wall penetrations, and fire alarm accessibility prior to the start of every Hot Work project, as well as for compliance with all requirements of the permit.
- b. Hot Work is not allowed in:
  - areas where flammable vapours may be present within a minimum 20 metre.
  - the immediate vicinity of any pipe line, valve, fitting, vessel, or equipment that contains or has contained a flammable or combustible liquid or gas without approval from the principal employer/contractor.
  - areas where, when a gas meter test is done, the Lower Explosive Limit (LEL) reading is above 10% LEL.
  - a confined space unless all precautionary measures have been put in place.
  - Floor openings or drains must be adequately covered to prevent slag or sparks from falling to the area below or entering drains. In the case of the work being performed in an elevated area, the area below shall be barricaded.
  - In areas where heavy dust may be present, the dust accumulation must be cleaned prior to the start of work.

- c. When both the manager/supervisor and principal PCBU/contractor are satisfied with the precautionary measures, the permit will be issued.

**(v) Monitoring**

- (aa) The area should be continually monitored for any ignition or smouldering. A minimum of one portable fire extinguisher should be available near the site. If conditions warrant there should be an additional person to act as a Fire Watch. Factors to consider are the spread of ignition sources such as sparks and slag. There should be a final check made 30 minutes after completion of the work for the day.
- (ab) Any unusual incidents that occur shall be recorded on the permit and reported to the principal PCBU/contractor.
- (ac) When the work is completed, the area shall be returned to normal condition. The discharge of any fire extinguisher shall be reported to the Principal PCBU/Contractor.

**7. COMPLIANCE TO MSC STATUS BUILDING**

Q Sentral shall comply with MSC Malaysia Cybercentre Performance Standards in order to maintain Designated Premises (MSC Status Building) which is governed by Malaysia Digital Economy Corporation (MDEC) Sdn Bhd, an agency under Ministry of Communications & Multimedia.

The AGM meeting held on 30<sup>th</sup> April 2021 has agreed that the Q Sentral Management Corporation shall be the single accountable party and Q Sentral shall adopt into its By-Laws that Q Sentral and its parcel owners shall agree and abide by the Designated Premise standards and requirements set out by MDEC.

**8. VARIATION OF TERMS**

The provisions of this By-Laws may at any time be amended or varied by the MC and/or Manager by notice in writing to the Occupant(s) and this By-Laws shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and had formed part of this By-Laws at the time of such notice.

## 9. RENOVATION APPLICATION FORMS

RENOVATION CHECKLIST			
UNIT NO			
TENANT/PURCHASER'S NAME			
PHONE NO			
EMAIL ADDRESS			
CONTRACTOR'S NAME			
PHONE NO			
EMAIL ADDRESS			
START DATE		END DATE	
START TIME		END TIME	
ITEMS	STATUS		REMARKS
<b>1. RENOVATION PLANS (A3 SIZE)</b>			
Floor / Partition Layout Plan			
Sprinkler Ceiling Fan			
Fire Protection System for Server Room			
Lighting & Power Point Plan			
Electrical Single Diagram c/w TCL			
A/C and Air Balancing Report			
<b>2. APPROVAL BY LANDLORD</b>			
<b>3. APPROVAL BY RELEVANT AUTHORITIES</b>			
a) DBKL (OSC Department)			
b) Jabatan Bomba dan Penyelamat (JBPM)			
<b>4. APPLICATION OF KWH METER (MALAKOFF)</b>			
<b>5. RENOVATION SCHEDULE</b>			
<b>6. REGISTRATION OF CONTRACTOR / WORKMEN</b>			
<b>7. INSURANCE COVER NOTE (RM 1 mil coverage):</b>			
a) Workmen's Compensation			
b) Contractor's All Risks			
c) Third Party Liability			
<b>8. FEE</b>			
a) Renovation Deposit (RM 10,000.00 / unit)			
b) Utility Charges (RM 1,000.00 / unit / month)			
c) Admin Fee (RM 150.00 / unit)			
d) Sprinkler Water Discharges (RM 300.00) *if involve any relocation of sprinkler point			
<b>9. SAFETY INDUCTION BOOKLET</b>			
<b>Note</b>			

\*Kindly submit the completed documents to the Management Office, for approval.

\*\*Kindly make the necessary payment to **PERBADANAN PENGURUSAN Q SENTRAL**, via cheque, cash or bank transfer to the following bank details:

**Name of Bank Account** Perbadanan Pengurusan Q Sentral  
**Bank Name** RHB Islamic Bank Berhad  
**Bank Account No.** 26446900003213  
**Swift Code** RHBAMYKL

I have read and understand the above declaration	<b>CHECK DOCUMENTS &amp; SAFETY BRIEFING</b>
<b>SIGNATURE:</b> <b>NAME:</b>	<b>NAME:</b> <b>DATE:</b>
<b>APPROVAL (BUILDING MANAGEMENT)</b>	
<b>VERIFIED BY (F&amp;A DEPARTMENT)</b>	<b>APPROVED BY (BM / FM)</b>
<b>NAME:</b> <b>DATE:</b>	<b>NAME:</b> <b>DATE:</b>

<b>RENOVATION WORK SECURITY CLEARANCE FORM ("RW 1")</b>			
<p>This Renovation Work Security Clearance Form ("RW 1") is to be filled by the Occupant(s)' appointed contractor(s) and to be submitted to the Developer / JMB / MC / Manager at least three (3) working days before the commencement of the renovation / removal works. Prior approval must be obtained from the relevant authorities before any works can be carried out.</p>			
<b>PART I: GENERAL INFORMATION</b>			
UNIT NO			
TENANT / PURCHASER NAME			
CONTRACTOR'S NAME			
NAME OF REPRESENTATIVE			
I/C NO		PHONE NO	
START DATE		END DATE	
<b>PART II: DECLARATION BY TENANT'S APPOINTED CONTRACTOR</b>			
<p>WE HEREBY DECLARE that:-</p> <p>i. We will not bring in inflammable material eg. Shellac, thinner and any inflammable equipment eg blow-lamps, welding etc;</p> <p>ii. We undertake to indemnify and keep you indemnified against any matters, claims, costs, damages, losses, fines, penalties, charges or legal proceedings whatsoever, made against or imposed upon you by any person(s), party or parties, government, local authority or authorities or bodies, firm or corporation or which may be brought against, occasioned, incurred and/or suffered by you as a result of, or howsoever arising or in connection with us:</p> <p>a) carrying out our scope of service / works at the Parcel / Unit and/or Building;</p> <p>b) not complying with our obligations; or</p>			

c) any damage to the Parcel / Unit and/or Building or injury to persons arising directly or indirectly out of or contributed by any acts or omission of ours whilst in or at the Building and/or Parcel / Unit; and

ensure that the place is kept clean and all debris removed from the Building;

iii. We shall comply with any instruction or directions issued by the Developer /JMB / MC / Manager and observe or cause to be observed and comply strictly the By-Laws imposed by the Developer / JMB / MC / Manager, standard rules and regulations imposed by the authority or the Developer / JMB / MC / Manager and the safety regulations, law statutes and ordinance;

iv. We will use only the lift designated to us.

**Occupant's Contractor Signature / Stamp**

**Occupant's Signature / Stamp**

NAME:

DATE:

NAME:

DATE:

**PART III: FOR OFFICE USE ONLY**

**APPROVED**

**NOT APPROVED**

REMARKS:

DEPOSIT AMOUNT & DATE:

WORK COMPLETION DATE:

DEPOSIT REFUND & DATE:

OTHERS:

**BUILDING MANAGEMENT**

DATE:



**[tenant / occupant's letterhead]**

Date:

To: PERBADANAN PENGURUSAN Q SENTRAL

Dear Sir,

**LETTER OF UNDERTAKING AND INDEMNITY**

We refer to the \_\_\_\_\_ between **[insert your company's name]** and **[insert your contractor's name]** dated **[insert date]** in respect of the **[scope of service / works]** at **[insert unit number name of the building]** ("the Building").

We hereby covenant and undertake as follows:-

1. We will read and take notice of the Building's general policies regarding safety and health at work for the time being in force at the Building and we shall bring to the attention the provisions of such policy to our employees, contractors, agents and invitees;
2. That we shall take or cause to be taken reasonable care for our own safety and health and for the safety and health of any other persons who may be affected by our employees, contractors, agents and invitees acts or omissions whilst at the Building.
3. To comply or cause to be complied with any instructions or measure on occupational safety and health under Occupational Safety and Health Act 1994 or any regulation made thereunder, which may be amended from time to time and at any time ("**Act**") and observe and comply with all laws, statutes, ordinances, orders or regulations affecting or relating to the Building and with all requirement or directed which may be issued or given by any relevant authorities whilst carrying out our scope of services / work;
4. To observe or cause to be observed strictly the standard rules and regulations for service providers for the Building that may be imposed by you, managing agent and/or the Building Developer / JMB / MC at any time. For the time being, we acknowledged that we have read the prevailing rules and regulations for service providers / contractors for the Building as annexed hereto in **Appendix A**; and
5. To comply or cause to be complied with any instructions or directions that may be issued by you or your managing agent and to extend our fullest co-operation to you or your managing agent whilst present at the Building or whilst carrying out our scope of service / works.

Notwithstanding any of the above, we covenant and confirm that we and our employees, contractors, agents and invitees will enter the Building and carry out our scope of service / works at our own risk.

We undertake to indemnify and keep you indemnified against any matters, claims, costs, damages, losses, fines, penalties, charges or legal proceeding whatsoever made against or imposed upon you by any person(s), party or parties, government, local authority or authorities or bodies, firm or corporation or which may be brought against, occasioned, incurred and/or suffered by you as a result of or howsoever arising from or in connection with us:-

- a. Carrying out our scope of service / works at the Building;
- b. Not complying with our obligations and covenants herein stated; or

- c. Any damage to property or injury o persons arising directly or indirectly out of or contributed by any acts or omission of ours whilst in or at the Building.

Thank you.

Yours faithfully,

**[insert Tenant / Occupant's company name]**

**[signature]**

Name:

Company:

Date:

## 10. NON-COMPLIANCE TO BY-LAWS (NCBL) FORM



### NON-COMPLIANCE TO BY-LAWS (NCBL) FORM

PERBADANAN PENGURUSAN Q SENTRAL  
Q SENTRAL MANAGEMENT OFFICE  
LEVEL M1, Q SENTRAL,  
2A, JALAN STESEN SENTRAL 2,  
KUALA LUMPUR SENTRAL, 50470 KUALA LUMPUR.

ITEM	DESCRIPTION OF OFFENCE	PENALTY (RM) PER OFFENCE/DAY
1	Failure to maintain cleanliness of the premises during renovation works and operations which may inflict other tenants / occupants	200.00 per offence
2	Failure to comply with clearing notice for debris, garbage and litters	200.00 per offence
3	Loading / Unloading beyond stipulated hour	200.00 per offence
4	Usage of Passenger Lifts for Goods / Materials / Waste	200.00 per offence
5	Misuse of common property and equipment which may jeopardize safety, health, security and convenience of other tenants / occupants	200.00 per offence
6	Causing any unpleasant odour or loud noise	200.00 per offence
7	Failure to comply with Safety and Health Procedure, including for the prevention of mosquito breeding ground	200.00 per offence
8	Placement of bunting / notice / flower pots or any other materials beyond premises that may obstruct common area and endanger other tenants / occupants and the public, including at corridor, lift lobby, balcony and staircase	200.00 per offence
9	Damage to building finishes	200.00 per offence + Repair Cost
10	Tapping of electricity and water at the common area without approval including from the hose reel	200.00 per offence
11	Smoking within the building including at the staircase	200.00 per offence
12	Interference to the Fire Alarm / Protection System including the volume control system within own premises	200.00 per offence
13	Use / Store hazardous material including LPG Cylinder	200.00 per offence
<b>REMARKS</b>	ALL PENALTIES ARE TO BE PAID WITHIN FOURTEEN (14) DAYS FROM THE DATE OF THIS NOTICE. FAILING WHICH WILL RESULT IN BLOCKING OF ACCESS CARD OR ANY ACTION WHICH THE MANAGEMENT SEES FIT TO IMPOSE.	