

Unannotated Statutes of Malaysia - Subsidiary Legislations/STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015 (P.U. (A) 107/2015)

**STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015
[P.U. (A) 107/2015]**

IN exercise of the powers conferred by section 150 of the Strata Management Act 2013 [Act 757], the Minister after consultations with the National Council for Local Government makes the following regulations:

PART I

PRELIMINARY

1. Citation and commencement

(1) These regulations may be cited as the **Strata Management (Maintenance and Management) Regulations 2015**.

(2) These Regulations come into operation on 2 June 2015.

2. Interpretation

In these Regulations-

"Act"

means the Strata Management Act 2013 [Act 757];

"Common Property Defects Account"

means the separate trust account which shall be opened and maintained by the Commissioner under subregulation 50(1);

"Bond"

means the bond in Form 12 to be lodged with the joint management body under subregulation 21(2) or with the management corporation or the subsidiary management corporation under subregulation 32(2), as the case may be, or the bond in Form 23 to be lodged with the Commissioner under subregulation 44(1);

"Form A"

means the warrant of attachment in Form A in the Third Schedule to the Act;

"Form B"

means the notice and inventory in Form B in the Third Schedule to the Act;

"Strata roll"

means the roll to be prepared and maintained under subsection 72(1) of the Act;

"Director"

has the meaning assigned to it in section 4 of the Strata Titles Act 1985;

"Director of Survey"

has the meaning assigned to it in section 4 of the Strata Titles Act 1985.

3. Prescribed fees

The fees payable under these Regulations shall be as prescribed in the First Schedule.

4. Forms

The forms referred to in these Regulations are those contained in the Second Schedule.

5. By-laws

The by-laws referred to in these Regulations are those contained in the Third Schedule.

PART II

DEALINGS IN BUILDING OR LAND INTENDED FOR SUBDIVISION INTO PARCELS

6. Schedule of parcels

(1) Before a developer of any building or land intended for subdivision into parcels sells any parcel or proposed parcel in a development area, the developer shall file with the Commissioner a schedule of parcels as required under subsections 6(1) and 6(3) of the Act together with six copies of Form 1 and payment of the prescribed fee.

(2) In the case where the sale of a parcel in any building or land intended for subdivision in a development area or such sale took place before the commencement of the Act, the developer shall include in the schedule of parcels and in Form 1, the building or buildings or land or lands in which a parcel or parcels thereof have been sold.

(3) If the plans or legend filed with the Commissioner together with Form 1 are altered for the reason that the building plans approved by the local authority are altered or revised--

- (a) due to a requirement of the local authority; or
- (b) with the agreement of all purchasers of the parcel in the development area and such alterations or revisions have been approved by the local authority;

the developer shall, within thirty days from the date of alteration or revision of the building plans, or within such extended time as the Commissioner may grant, file with the Commissioner a revised schedule of parcels together with six copies of Form 1A and payment of the prescribed fee.

(4) The provisions of subsection 6(3) of the Act shall apply *mutatis mutandis* to the revised schedule of parcels filed under subregulation (3).

(5) Any developer who fails to comply with subregulation (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

7. Amended schedule of parcels

(1) In the case of any phased development, before the developer sells any parcels in any provisional block, the developer shall file with the Commissioner an amended schedule of parcels as required under subsections 6(2) and 6(3) of the Act, together with six copies of Form 2 and payment of the prescribed fee.

(2) If the plans or legend filed with the Commissioner together with Form 2 are altered or revised for the reason that the building plans approved by the local authority are altered or revised--

- (a) due to a requirement of the local authority; or
- (b) with the agreement of all purchasers of parcels of all affected provisional block in the development area and such alterations or revisions have been approved by the local

authority;

and provided that there is no change in the proposed quantum of provisional share units for the affected provisional block, the developer shall within thirty days from the date of alteration or revision of the building plans, or within such extended time as the Commissioner may grant, file with the Commissioner a revised amended schedule of parcels together with six copies of Form 2A and payment of the prescribed fee.

(3) The provisions of subsection 6(3) of the Act shall apply *mutatis mutandis* to the revised amended schedule of parcels filed under subregulation (2).

(4) Any developer who fails to comply with subregulation (2) or (3) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

8. Schedules to be signed, etc., by Commissioner

After the schedule of parcels, revised schedule of parcels, amended schedule of parcels or revised amended schedule of parcels, as the case may be, has been filed with the Commissioner together with the payment of the prescribed fee, the Commissioner shall--

- (a) sign all six copies of Form 1, Form 1A, Form 2 or Form 2A, as the case may be, and all six copies of the schedule of parcels, revised schedule of parcels, amended schedule of parcels or revised amended schedule of parcels, as the case may be, and return three copies to the developer;
- (b) submit one copy of Form 1, Form 1A, Form 2 or Form 2A, as the case may be, and one copy of the schedule of parcels, revised schedule of parcels, amended schedule of parcels or revised amended schedule of parcels, as the case may be, to the Director;
- (c) submit one copy of Form 1, Form 1A, Form 2 or Form 2A, as the case may be, and one copy of the schedule of parcels, revised schedule of parcels, amended schedule of parcels or revised amended schedule of parcels, as the case may be, to the Director of Survey; and
- (d) keep one copy of Form 1, Form 1A, Form 2 or Form 2A, as the case may be, and one copy of the schedule of parcels, revised schedule of parcels, amended schedule of parcels or revised amended schedule of parcels, as the case may be, in the office.

PART III

ASSIGNMENT OF SHARE UNITS WHERE NO SHARE UNITS HAVE BEEN ASSIGNED

9. Allocated share units

(1) Where the sale of a parcel by a developer was made before the commencement of the Act and no share units have been assigned to each parcel by the developer's licensed land surveyors, any person or body who has a duty or is responsible under Part IV of the Act to maintain or manage any building or land intended for subdivision into parcels and the common property, shall within ninety days from the date of commencement of the Act or within such extended time as the Commissioner may grant, assign the share units for each parcel in accordance with the formula set out in the First Schedule to the Act in Form 3.

(2) Four copies of Form 3 shall be filed with the Commissioner together with payment of the prescribed fee.

(3) If the person or body mentioned in subregulation (1) fails to assign the share units for each parcel or if any purchaser is not satisfied with the assignment of share units to his parcel, the Commissioner shall appoint any other person or body to assign the share units for each parcel in accordance with the formula set out in the First Schedule to the Act.

(4) The person or body appointed under subregulation (3) shall, within ninety days from the date of his appointment or within such extended time as the Commissioner may grant, file with the Commissioner the assignment of share units for each parcel in Form 3 together with payment of the prescribed fee, and--

- (a) in the case where the person or body who has the duty or is so responsible had failed to assign the share units for each parcel, the person or body who has the duty or is so responsible shall pay all expenses incurred for that purpose by the person or body appointed under subregulation (3); or
- (b) in the case where a purchaser was not satisfied with the assignment of share units to his parcel and the difference in the share units so assigned does not exceed ten per cent, the purchaser shall pay all expenses incurred for that purpose by the person or body appointed under subregulation (3), and if the difference in the share units so assigned exceeds ten per cent, the person or body who has the duty or is so responsible shall pay all expenses incurred for that purpose by the person or body appointed under subregulation (3).

(5) In determining the share units to be assigned to each parcel, the person or body who has the duty or is responsible under subregulation (1) or the person or body appointed under subregulation (3) may -

- (a) rely on information contained in the sale and purchase agreement between the developer and the purchaser of each parcel;
- (b) rely on information contained in the approved building plans relating to the building or buildings in the development area; or
- (c) appoint a licensed land surveyor to carry out a survey of each parcel in the development area, and the person or body who has the duty or is so responsible shall pay all expenses incurred for that purpose.

(6) A licensed land surveyor appointed under paragraph (5)(c) or any person authorised by him shall be given access to each parcel as shall be necessary for him to carry out the survey of the parcel.

(7) Any person or body who fails to comply with subregulation (1), (2) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

(8) Any person who refuses the licensed land surveyor appointed under paragraph (5)(c) or any person authorised by him access to any parcel for the purpose of carrying out the survey of a parcel, or obstructs, hinders or delay the licensed land surveyor or any person authorised by him in effecting such entry for such purpose, commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

10. Allocated share units to be signed, etc., by Commissioner

Upon receipt of Form 3 and payment of the prescribed fee, the Commissioner shall--

- (a) sign all four copies of Form 3 and return or submit one copy to the person or body who has the duty or is so responsible;
- (b) submit one copy of Form 3 to the Director;
- (c) submit one copy of Form 3 to the Director of Survey; and
- (d) keep one copy of Form 3.

PART IV

MANAGEMENT BY DEVELOPER BEFORE EXISTENCE OF MANAGEMENT CORPORATION AND

BEFORE ESTABLISHMENT OF JOINT MANAGEMENT BODY

11. Handing over by developer to joint management body

The handing over by the developer to the joint management body under subsection 15(1) of the Act shall be with Form 4.

PART V

MANAGEMENT BY JOINT MANAGEMENT BODY BEFORE ESTABLISHMENT OF MANAGEMENT CORPORATION

12. First annual general meeting of joint management body

(1) The written notice of the first annual general meeting of the joint management body to be given by the developer to all purchasers and a copy of such written notice to be displayed at a conspicuous part of the development area under subsection 18(3) of the Act shall be in Form 5.

(2) If any purchaser, not less than seven days before the time for holding the first annual general meeting, gives a notice in writing to the developer requiring the inclusion of a motion in the agenda of the first annual general meeting, the developer shall give notice of the motion to all purchasers and a copy of the notice of the motion shall be displayed on the notice board of the development area at a conspicuous part of the development area.

13. Notice of resolution confirming Charges, contribution to the sinking fund and rate of interest determined by joint management body

Within twenty-eight days after each general meeting of the joint management body at which the Charges are confirmed or varied, the joint management body shall issue a notice in Form 5A to all purchasers to inform the purchasers of the amount of Charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the joint management body in that annual general meeting and a copy of Form 5A shall be displayed on the notice board of the joint management body at a conspicuous part of the development area.

14. Certificate of establishment of the joint management body

Upon an application by the joint management body, the Commissioner may issue a certificate under subsection 20(2) of the Act in Form 6.

15. Handing over by joint management body to management corporation

The handing over by the joint management body to the management corporation under subsection 27(2) of the Act shall be with Form 7.

PART VI

MISCELLANEOUS PROVISIONS APPLICABLE BEFORE ESTABLISHMENT OF MANAGEMENT CORPORATION

16. Moneys collected by developer prior to establishment of joint management body

Any developer of a development area which has been completed before the commencement of the Act, but for which a management corporation has not been established shall, not later than six months following the establishment of the joint management body, submit an audited accounts as required under subsection 29(1) of the Act to the Commissioner in Form 8.

17. By-laws for developer's management period and for joint management body

The by-laws having effect in relation to every building or land intended for subdivision into parcels and common property and which shall bind the developer and the purchasers during the developer's management period and the joint management body and all parcel owners constituting the joint management body are as set out in the Third Schedule.

18. Register of parcel owners

The register of parcel owners to be prepared and maintained by the developer during the developer's management period or by the joint management body under subsection 30(1) of the Act, as the case may be, shall be in Form 9.

19. Certificate of amount payable by parcel owner or prospective purchaser

(1) Upon application by or on behalf of any person specified in section 31 of the Act, and on receipt of the prescribed fee, the developer or the joint management body, as the case may be, shall within twenty-one days, issue a certificate containing the information prescribed under section 31 of the Act in Form 10.

(2) Any developer or joint management body who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

20. Notice to demand payment of sum due by purchaser or parcel owner

Any written notice demanding payment of any sum due by a purchaser or parcel owner which is required to be served under subsection 34(1) of the Act shall be in Form 11.

21. Services of any person or agent to maintain and manage common property

(1) If a joint management body shall employ or arrange and secure the services of any person or agent to undertake the maintenance and management of the common property of the building or lands intended for subdivision into parcels under paragraph 21(2)(f) of the Act, the joint management body shall enter into a management agreement with such person or agent.

(2) If the person or agent is not a registered property manager, he shall not act to undertake such maintenance and management of the common property unless he has lodged with the joint management body a bond in Form 12 to be given by a bank, finance company or insurer.

(3) The amount of the bond shall be a sum that is equivalent to the remuneration or management fees for a period of twelve months or a sum of fifty thousand ringgit, whichever is higher.

(4) A copy of the management agreement under subregulation (1) and the bond under subregulation (2) shall be filed by the joint management body with the Commissioner together with payment of the prescribed fee within thirty days from the date of the management agreement or the bond, as the case may be.

(5) Any person who fails to comply with subregulation (1), (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART VII

MANAGEMENT BY DEVELOPER BEFORE FIRST ANNUAL GENERAL MEETING OF MANAGEMENT CORPORATION

22. Handing over by developer to management corporation

The handing over by the developer to the management corporation under subsection 55(1) of the Act shall

be with Form 13.

PART VIII

MANAGEMENT AFTER FIRST ANNUAL GENERAL MEETING OF MANAGEMENT CORPORATION

23. First annual general meeting of management corporation

(1) The notice of the first annual general meeting of the management corporation to be given by the developer to all proprietors and a copy of such written notice to be displayed at a conspicuous part of the development area under subsection 57(3) of the Act shall be in Form 14.

(2) If any proprietor, not less than seven days before the time for holding the first annual general meeting, gives a notice in writing to the developer requiring the inclusion of a motion in the agenda of the first annual general meeting, the developer shall give notice of the motion to all proprietors and a copy of the notice of the motion shall be displayed on the notice board of the management corporation at a conspicuous part of the development area.

24. Notice of resolution confirming Charges, contribution to the sinking fund and rate of interest determined by management corporation

Within twenty-eight days after each general meeting of the management corporation at which the Charges are confirmed or varied, the management corporation shall issue a notice in Form 15 to all proprietors, including the proprietors of any provisional block, to inform the proprietors of the amount of Charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the management corporation in that general meeting and a copy of Form 15 shall be displayed on the notice board of the management corporation at a conspicuous part of the development area.

PART IX

SUBSIDIARY MANAGEMENT CORPORATION AND LIMITED COMMON PROPERTY

25. First annual general meeting of subsidiary management corporation

(1) Within one month after the subsidiary management corporation has been established under the provisions of the Strata Titles Act 1985, all proprietors who constitute the subsidiary management corporation shall hold a first annual general meeting of the subsidiary management corporation which shall be convened by the management corporation.

(2) If the management corporation fails to convene the first annual general meeting of the subsidiary management corporation within the period specified in subregulation (1), the Commissioner may, on the application of any one of the proprietors who constitute the subsidiary management corporation, appoint any person to convene that meeting and the management corporation shall pay all expenses incurred for that purpose.

(3) Any person or body who fails to comply with subregulation (1), commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

26. Notice of first annual general meeting of subsidiary management corporation

(1) A notice of the first annual general meeting of the subsidiary management corporation shall be given by the management corporation to all proprietors who constitute the subsidiary management corporation in Form 16 and a copy of such written notice shall be displayed on the notice board of the management corporation at a conspicuous part of the development area.

(2) If any of the proprietors who constitutes the subsidiary management corporation, in not less than

seven days before the time for holding the first annual general meeting, gives a notice in writing to the management corporation requiring the inclusion of a motion in the agenda of the first annual general meeting, the management committee shall give notice of the motion to all proprietors who constitute the subsidiary management corporation and a copy of the notice of the motion shall be displayed on the notice board of the management corporation at a conspicuous part of the development area.

27. Notice of resolution confirming Charges, contribution to the sinking fund and rate of interest determined by subsidiary management corporation

Within twenty-eight days after each general meeting of the subsidiary management corporation at which the Charges are confirmed or varied, the subsidiary management corporation shall issue Form 17 to all proprietors who constitute the subsidiary management corporation to inform the proprietors of the amount of Charges, contribution to the sinking fund and the rate of interest in respect of any late payment imposed by the subsidiary management corporation in that annual general meeting and a copy of Form 17 shall be displayed on the notice board of the subsidiary management corporation at a conspicuous part of the development area.

PART X

MISCELLANEOUS PROVISIONS APPLICABLE TO MANAGEMENT CORPORATION AND SUBSIDIARY MANAGEMENT CORPORATION

28. By-laws for management corporation and subsidiary management corporation

The by-laws having effect in relation to every subdivided building or land and common property and to bind the management corporation or the subsidiary management corporation, as the case may be, and to bind all the proprietors constituting the management corporation or the subsidiary management corporation, as the case may be, are as set out in the Third Schedule.

29. Strata roll

The strata roll prepared and maintained by the developer during the preliminary management period or by the management corporation under subsection 72(1) of the Act shall be in Form 18.

30. Certificate of amount payable by proprietor or prospective purchaser

(1) Upon application by or on behalf of any person specified in section 73 of the Act, and on receipt of the prescribed fee, the management corporation or the subsidiary management corporation shall within twenty-one days, issue a certificate containing the information prescribed under section 73 of the Act in Form 19.

(2) Any management corporation or subsidiary management corporation who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

31. Notice to demand payment of sum due by proprietor

Any written notice demanding payment of any sum due by a proprietor which is required to be served under subsection 78(1) of the Act shall be in Form 20.

32. Services of any person or agent to maintain and manage common property

(1) If a management corporation or subsidiary management corporation shall employ or arrange and secure the services of any person or agent to undertake the maintenance and management of the common property of the subdivided building or lands, under paragraph 59(2)(f) or subsection 64(1) of the Act, the management corporation or subsidiary management corporation shall enter into a management agreement with such person or agent.

(2) If the person or agent is not a registered property manager, he shall not act to undertake such maintenance and management of the common property unless he has lodged with the management corporation or subsidiary management corporation a bond in Form 12 to be given by a bank, finance company or insurer.

(3) The amount of the bond shall be a sum that is equivalent to the remuneration or management fees for a period of twelve months or a sum of fifty thousand ringgit, whichever is higher.

(4) A copy of the management agreement under subregulation (1) and the bond under subregulation (2) shall be filed by the management corporation or the subsidiary management corporation with the Commissioner together with payment of the prescribed fee within thirty days from the date of the management agreement or the bond, as the case may be.

(5) Any person or body who fails to comply with subregulation (1), (2), (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART XI

PROVISIONS FOR JOINT MANAGEMENT BODY, MANAGEMENT CORPORATION AND SUBSIDIARY MANAGEMENT CORPORATION

33. Constitution of joint management committee, management committee and subsidiary management committee

For the purposes of subparagraphs 2(7)(c) and 2(9)(c) of the Second Schedule to the Act, a member of the immediate family of a parcel owner or proprietor means his spouse, child, adopted child, step-child, sibling and parent.

34. Annual general meeting

(1) A joint management body, management corporation or subsidiary management corporation, as the case may be, shall hold its annual general meetings in accordance with subparagraph 10(2) of the Second Schedule to the Act.

(2) If any joint management body, management corporation or subsidiary management corporation fails to hold any annual general meeting, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, commits an offence and shall on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

PART XII

RECOVERY OF SUMS BY ATTACHMENT OF MOVABLE PROPERTY

35. Application for attachment of movable property

(1) To apply for a warrant of attachment in Form A under subsections 35(1) or 79(1) of the Act, the developer, any member of the joint management committee, any member of the management committee, any member of the subsidiary management committee or any managing agent appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, as the case may be, shall submit a sworn application in Form 21.

(2) Four copies of Form 21 shall be submitted to the Commissioner together with payment of the prescribed fee.

(3) If the Commissioner decides to issue the warrant of attachment, the Commissioner shall deliver two

signed copies of the warrant of attachment in Form A to the person or body who made the sworn application and the Commissioner shall state the name and particulars of the person who shall execute the warrant of attachment.

36. Inventory after attachment

(1) Immediately after the attachment, the person who executed the warrant of attachment shall prepare an inventory of the movable property attached and shall serve a notice in Form B on the person who, at the time of the attachment, was or appeared to be in possession of the property.

(2) If no such person was or appeared to be in such possession, then the notice in Form B shall be placed in a conspicuous part of such place where the attachment took place.

(3) All movable property attached shall be kept in the premises or where the attached movable property are found or elsewhere in the State unless the person who executed the warrant is of the opinion that such movable property attached should be kept at a different place for safe keeping or control.

37. Appointment of auctioneer, reserve price and bids

Where any movable property attached under subsection 35(1) or 79(1) of the Act is to be sold by auction under subsections 35(8) or 79(8) of the Act, the person or body conducting the auction--

- (a) may appoint a licensed auctioneer to conduct the auction;
- (b) shall fix a reserved price for the movable property so attached; and
- (c) shall only accept any bid that it is not less than such reserved price.

38. Notice of auction

(1) The person or body conducting the auction shall give not less than seven days' public notice before conducting any sale by auction, which states--

- (a) the date time and place at which the sale is intended to be held;
- (b) particulars of the movable property to be offered for sale; and
- (c) the reserve price that has been fixed in respect of any movable property offered for sale.

(2) A notice shall be deemed to have been adequately given if--

- (a) it is displayed on the door of the premises in which the movable property attached is found, if applicable;
- (b) it is displayed in a conspicuous place in the building or in such other manner as may be approved in writing by the Commissioner; and
- (c) deemed fit by the person or body conducting the auction, it has been published in a newspaper generally read in the place where the sale is to take place.

(3) With the approval in writing of the Commissioner, the period of notice provided for in subregulation (1) may be reduced.

(4) All sales by auction shall be held in places open to the general public.

39. Procedure of the auction

(1) The person or body conducting the auction shall obtain at the auction the highest possible price for the

movable property for sale, and shall not dispose of any such movable property by private treaty except with the consent of the proprietor first.

(2) Where the reserve price of any movable property has been achieved or is exceeded then the highest bidder is entitled to be declared the purchaser. When any movable property is sold at the auction the person or body conducting the auction shall forthwith audibly declare the name of the actual purchaser. If any dispute arises as to who is entitled to be declared the purchaser of the movable property, it shall be auctioned again forthwith.

(3) On payment of the purchase money at the auction, the person or body conducting the auction shall give a receipt to the successful bidder and the successful bidder shall be deemed to be the absolute owner of the movable property purchased.

(4) Where movable property is put up for sale by public auction in lots, each lot shall be deemed to be the subject of a separate contract of sale.

(5) If at the auction no bid is received at all or a bid is received not at the reserve price or less than the reserve price, the movable property in question shall be withdrawn from sale, and the Commissioner may--

- (a) direct that the movable property be put up for auction on a subsequent date, either at the same or at a new reserve price, and the provisions of regulations 35, 36, 37, 38, subregulations 39(1), 39(2), 39(3) and 39(4), and regulation 40 shall apply *mutatis mutandis* to the subsequent auction; or
- (b) direct that the movable property be returned to the person who, at the time of attachment, was or appeared to be in possession of the movable property in question.

(6) If at the subsequent auction, no bid is received at all or a bid is received not at the reserve price or less than the reserve price, the Commissioner shall withdraw the movable property in question from the sale by auction and direct that it be returned to the person who, at the time of attachment, was or appeared to be in possession of the movable property in question.

(7) The Commissioner shall not be required to be present at any auction.

40. Record and statement of sale

(1) The person or body conducting the auction shall keep a record of all sums of money received by him at the auction.

(2) The person or body conducting the auction shall, within seven days after the sale, serve on the defaulting parcel owner or proprietor, by registered post, a record and statement in Form 22, which sets out--

- (a) the proceeds of sale;
- (b) the application of the proceeds of sale in satisfaction of the sum due, together with the costs of the attachment and sale, except where subsection 35(10) or 79(10) of the Act applies;
- (c) whether there is a surplus or a shortfall in the proceeds of sale;
- (d) a list of the movable property attached which have not been sold, if any;
- (e) a notice that if there is a surplus, the defaulting parcel owner or proprietor is required to collect the surplus from the office stated in the notice within thirty days after the auction, and that if a claim is not so made, the surplus shall be paid to the developer or joint management body or management corporation or subsidiary management corporation, as advance payment towards Charges and contribution to the sinking fund;
- (f) a notice that if there is movable property attached which have not been sold, such movable

property have been left at the premises or the place where the attachment took place, or elsewhere in the State or if kept at a different place, that the defaulting parcel owner or proprietor is required to collect them from the different place stated in the notice within seven days after the auction, and if not so collected, the defaulting parcel owner or proprietor shall be liable to pay storage charges specified in the notice, and that such movable property shall then be dealt with in any manner as deemed fit by the person or body conducting the auction; and

- (g) a notice that if there is a shortfall, it must be paid up immediately by the defaulting parcel owner or proprietor.

(3) For the purpose of returning or leaving the movable property that has not been sold under paragraph (2)(f), the person or body conducting the auction shall--

- (a) have similar access as that granted for executing a warrant of attachment under the Act or under these Regulations; and
- (b) not be liable for any loss, damage or lost items suffered by any relevant party.

41. Costs of attachment and sale

The costs of the attachment and sale payable by the defaulting parcel owner or proprietor to the person or body conducting the auction shall include--

- (a) the prescribed fee paid to the Commissioner for filing Form 22;
- (b) the expenses for the maintenance of livestock, if any;
- (c) the cost of appointing an auctioneer, if any;
- (d) the cost of advertisement of the auction, if any;
- (e) where it is necessary to place a watchman to secure or have custody of the movable property attached, the costs incurred in hiring the watchman or watchmen;
- (f) where it is necessary to keep possession of the movable property attached, the costs incurred in such custody which may include but not limited to costs of transportation, insurance, storage and security; and
- (g) a sum of three hundred ringgit or a sum equivalent to three per cent of the amount due, whichever is higher, as an administrative charge for having to recover the sums by attachment.

42. Attachment to cease if sums due are paid

If the parcel owner or proprietor, or any tenant, subtenant or occupier, as the case may be, or any person on his behalf, pays the sums due by the parcel owner or proprietor together with the costs of the attachment and sale incurred up to date, the attachment of the property shall cease forthwith and any auction fixed shall be cancelled.

PART XIII

MANAGING AGENT APPOINTED BY COMMISSIONER

43. Management agreement

(1) At the time of appointment of a managing agent under subsection 86(1) or 91(3) of the Act, the Commissioner shall specify--

- (a) the period of appointment;
- (b) the remuneration or fees of the managing agent as agreed upon between the managing

- agent and the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, with the concurrence of the Commissioner, or the amount of remuneration or fees of the managing agent as determined by the Commissioner under subregulation (2); and
- (c) the amount of bond required to be lodged by the managing agent with the Commissioner.

(2) If the remuneration or fees of the managing agent could not be agreed upon between the managing agent and the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, the Commissioner shall determine the remuneration or fees of the managing agent which shall be charged to the maintenance account.

(3) Within fourteen days from the date of appointment, the managing agent appointed by the Commissioner shall enter into a management agreement with the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, in Form 23, and the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, shall sign the management agreement within the fourteen days specified.

(4) If the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, does not sign the management agreement in Form 23, the Commissioner may appoint any purchaser, parcel owner or proprietor, as the case may be, to sign the management agreement on behalf of the developer, joint management body, management corporation or subsidiary management corporation, as the case may be.

(5) Any person or body who fails to comply with subregulation (3) or (4) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

44. Bond

(1) Any person appointed by the Commissioner as the managing agent shall lodge with Commissioner a bond in Form 24 which shall be given by any bank, finance company or insurer before acting as a managing agent.

(2) The amount of the bond shall be determined by the Commissioner at the time of appointment of the managing agent.

(3) Any managing agent who fails to comply with subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or to imprisonment for a term not exceeding three years or to both.

45. Charges and contribution to the sinking fund during management by managing agent

(1) If a managing agent has been appointed by the Commissioner under subsection 86(1) or 91(3) of the Act and the Charges or contribution to the sinking fund to be paid by a purchaser, parcel owner or proprietor in respect of his parcel has not been determined by the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, for any reason whatsoever, the amount of the Charges to be paid by a purchaser, parcel owner or proprietor under the Act shall be determined by the managing agent in proportion to the allocated share units or share units of each parcel and the amount of contribution to the sinking fund to be paid shall be a sum equivalent to ten per cent of the Charges.

(2) Any purchaser, parcel owner or proprietor who is not satisfied with the sums determined by the managing agent under subregulation (1) may apply to the Commissioner for a review and the Commissioner may--

- (a) determine the sum to be paid as the Charges or contribution to the sinking fund; or
- (b) instruct the managing agent to appoint, at the cost and expense of the developer, joint management body, management corporation or subsidiary management corporation, as the case may be, a registered property manager to recommend the sum payable as the Charges or contribution to the sinking fund and submit a copy of the registered property manager's report to the Commissioner.

(3) Upon receiving the report under subparagraph (2)(b), the Commissioner shall determine the sum payable as he thinks just and reasonable, and any sum so determined by the Commissioner shall be deemed to be the sum payable as the Charges or contribution to the sinking fund.

PART XIV

DEPOSIT BY DEVELOPER TO RECTIFY DEFECTS ON COMMON PROPERTY

46. Notice by developer of intention to deliver vacant possession

(1) A developer shall, within twenty-one days prior to the delivery of vacant possession of a parcel to a purchaser, give a written notice to the Commissioner of his intention to deliver vacant possession in Form 25 together with the prescribed fee.

(2) Form 25 shall be accompanied with a certificate of the estimated costs of construction from the developer's architect or engineer in charge of the development on the development area.

(3) For the purpose of subregulation (2), "estimated costs of construction" means the cost of constructing the development area for the purpose of residential, commercial or industrial use, or a combination of such uses, and includes financial costs, overhead costs and all other expenses necessary for the completion thereof but excludes land cost.

47. Amount of deposit to rectify defects

(1) Upon receipt of Form 25, the Commissioner shall determine the amount of deposit required to be deposited by the developer under subsection 92(1) of the Act, which shall not be less than zero point five per cent of the estimated costs of construction or fifty thousand ringgit, whichever is higher.

(2) The Commissioner shall notify the developer of the amount of deposit in Form 26.

48. Mode of payment of deposit

The amount of deposit stated in Form 26 shall be paid by the developer to the Commissioner, in cash or bank guarantee, upon the developer handing over vacant possession of a parcel in the development area to a purchaser.

49. Bank guarantee

For the purpose of subsections 92(1) and 92(4) of the Act, any bank guarantee shall--

- (a) be valid for the whole of the defect liability period of the common property; and
- (b) be irrevocable, unconditional and payable on demand.

50. Common Property Defects Account

(1) The Commissioner shall place all deposits or further sums paid in cash into a separate income bearing trust account known as the Common Property Defects Account which shall be opened and maintained by the Commissioner with a bank or financial institution separately from other accounts of the

local authority.

(2) The Commissioner shall open and maintain one Common Property Defects Account in respect of each development area.

(3) The following persons shall be entitled to make a claim against the Common Property Defects Account during the defect liability period of the common property--

- (a) a purchaser;
- (b) a proprietor;
- (c) a joint management body;
- (d) a management corporation;
- (e) a subsidiary management corporation;
- (f) a managing agent appointed by the Commissioner under subsection 86(1) or 91(1) of the Act; and
- (g) any other interested person, with the permission of the Commissioner.

(4) A claim against the Common Property Defects Account shall be made in Form 27 together with payment of the prescribed fee.

51. Notice to developer to rectify defects

(1) Upon receipt of Form 27, the Commissioner shall within fourteen days give a notice to the developer specifying--

- (a) the defects of the common property which are required to be rectified;
- (b) the time within which the rectification works shall commence;
- (c) the time within which the rectification works shall be completed; and
- (d) that the rectification works shall be carried out with due diligence to the satisfaction of the Commissioner.

(2) If the developer is unable to complete the rectification works within the time period specified in the notice, the developer shall at least seven days before the expiry of the time period apply to the Commissioner for an extension of time, who may in his discretion, grant or refuse any extension of time.

52. Appointment of registered architect, registered engineer, registered quantity surveyor or registered building surveyor by Commissioner

(1) If a notice given to the developer under subregulation 51(1) has not been complied with by the developer or has not been complied with to the satisfaction of the Commissioner, the Commissioner may appoint a registered architect, registered engineer, registered quantity surveyor or registered building surveyor, as the case may be, for any of the following--

- (a) to quantify the works necessary to rectify the defects of the common property; and
- (b) to carry out or cause to be carried out all or any of the rectification works.

(2) The Commissioner shall give the developer notice of the appointment of the registered architect, registered engineer, registered quantity surveyor or registered building surveyor within seven days of such appointment and upon receipt of such notice, the developer shall not be entitled to carry out or continue with any rectification works without the written consent of the Commissioner.

53. Recovery of expenses by Commissioner

The Commissioner may recover all expenses reasonably incurred by him in the exercise of his powers under this Part in relation to the Common Property Defects Account, and where the cost of the rectification works exceeds the deposit or further sums paid by the developer, the developer shall pay the shortfall within fourteen days after receiving a written notice from the Commissioner, failing which the developer shall pay interest at the rate of ten per cent per annum on a daily basis.

54. Refund of unexpended deposit or further sums

Any unexpended deposit or further sums deposited with the Commissioner together with any accrued income thereon, shall be refunded to the developer by the Commissioner on the expiry of the defect liability period of the common property, or in the case where a notice to the developer to rectify the defects has been issued by the Commissioner under subregulation 51(1), upon the completion of the rectification works to the satisfaction of the Commissioner, whichever is later.

PART XV

INTER-FLOOR LEAKAGE

55. Meaning of inter-floor leakage

(1) For the purpose of this Part, "inter-floor leakage" means any evidence of dampness, moisture or water penetration--

- (a) on the ceiling that forms part of the interior of a parcel, common property or limited common property, as the case may be; or
- (b) on any furnishing material, including plaster, panel or gypsum board attached, glued, laid or applied to the ceiling that forms part of the interior of a parcel, common property or limited common property, as the case may be.

(2) For the purpose of Part XV of these Regulations, a parcel includes an accessory parcel which is used or intended to be used in conjunction with a parcel.

56. Notice that a parcel is affected by inter-floor leakage

(1) A purchaser, parcel owner or proprietor, whose parcel is affected by an inter-floor leakage may give notice to--

- (a) the developer, during the developer's management period under Part IV of the Act or during the preliminary management period under Part V of the Act;
- (b) the joint management body;
- (c) the management corporation; or
- (d) the subsidiary management corporation; as the case may be.

(2) In a case where a managing agent has been appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, a copy of the notice given to the managing agent shall be deemed to be a notice given to the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and a copy of the notice shall be extended to the Commissioner.

57. Inspection of affected parcel

Any developer, joint management body, management corporation or subsidiary management corporation, or

any managing agent appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, as the case may be, shall as soon as practically possible, or within seven days from the date of receipt of the notice given under regulation 56, carry out an inspection of the affected parcel, any other parcel and the common property or limited common property, to determine--

- (a) the cause of the inter-floor leakage; and
- (b) the party responsible to rectify any defect that has caused the inter-floor leakage.

58. Matters to be considered in determining cause of leakage

In determining the cause and the party responsible to rectify any defect, the following matters shall be taken into consideration--

- (a) the presumption under section 142 of the Act that the defect is within the parcel above the affected parcel, common property or limited common property;
- (b) any defect in any water meter, water pipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct that serves more than one parcel is a defect of the common property or limited common property;
- (c) any defect in any water meter, water pipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct that serves only one parcel is a defect of that parcel, even though the water meter, water pipe, drainage pipe, sewerage pipe, gas meter, gas pipe and duct may be situated on or embedded in common property or limited common property or void space above the ceiling or wall or floor, as the case may be; and
- (d) any defect of any parcel, common property or limited common property during the defect liability period of the parcel or the common property or the limited common property, as the case may be, which is due to defective workmanship or materials or that the parcel, common property or limited common property was not constructed in accordance with the plans and description approved by the appropriate authority, shall be the responsibility of the developer.

59. Certificate of inspection

Within five days from the date of completion of inspection of the affected parcel, any other parcel or the common property or limited common property or within such extended time as the Commissioner may grant, the developer, joint management body, management corporation or subsidiary management corporation or any managing agent appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, as the case may be, shall issue a certificate of inspection in Form 28 to state the cause of the inter-floor leakage and the party responsible to rectify it.

60. Inter-floor leakage caused by defective workmanship, etc. within the defect liability period

- (1) Where the inter-floor leakage occurs within the defect liability period of the parcel and it is due to defective workmanship or materials or that the parcel was not constructed in accordance with the plans and description approved by the appropriate authority, the purchaser, parcel owner or proprietor may make a claim against the developer pursuant to the sale and purchase agreement made with the developer.
- (2) Where the inter-floor leakage occurs within the defect liability period of the common property or of the limited common property, as the case may be, and it is due to defective workmanship or materials or that the common property or limited common property was not constructed in accordance with the plans and description approved by the appropriate authority, the purchaser, parcel owner or proprietor may make a claim against the Common Property Defects Account pursuant to subregulation 50(4).

61. Inter-floor leakage caused by or attributable to a parcel

- (1) Where the inter-floor leakage is caused by or is attributable to a parcel or any part thereof, the

purchaser, parcel owner or proprietor of that parcel shall, without prejudice to his right to seek indemnity from any other party, shall take all necessary steps and measures to rectify the inter-floor leakage within seven days of receipt of Form 28.

(2) If he fails to do all the necessary steps mentioned in subregulation 61(1), the developer, joint management body, management corporation or subsidiary management corporation or any managing agent appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, as the case may be, shall immediately take all the necessary steps and measures to rectify the inter-floor leakage and shall charge and recover all cost and expense from the party responsible to rectify the inter-floor leakage.

62. Inter-floor leakage caused by or attributable to common property or limited common property

Where the inter-floor leakage is caused by or is attributable to common property or limited common property and occurs after the defect liability period of the common property or limited common property, the developer, joint management body, management corporation, subsidiary management corporation or managing agent appointed by the Commissioner under subsection 86(1) or 91(3) of the Act, as the case may be, without prejudice to his right to seek indemnity from any other party, shall take all necessary steps to rectify the inter-floor leakage within seven days of the date of issue of Form 28.

63. Access

(1) The person or body carrying out the inspection of the affected parcel or any other parcel, common property or limited common property under regulation 57 or in carrying out the works to rectify the inter-floor leakage, shall have access to the affected parcel, any other parcel, common property or limited common property on seven days' written notice.

(2) Any purchaser, parcel owner, proprietor or occupier of the affected parcel or any other parcel who fails to give access to the affected parcel or any other parcel to the person or body carrying out the inspection pursuant to subregulation (1) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand or to imprisonment for a term not exceeding three years or to both.

(3) The requirement of notice in subregulation (1) shall not be applicable in any case of emergency, and forcible entry may be effected.

(4) In this regulation, "emergency" includes any matter or circumstance that materially increases the likelihood of flood or danger to life or property that would result from inter-floor leakage.

64. Reference to Commissioner

(1) Any person who is not satisfied with any decision made against him under any of the regulations in this Part may refer to the Commissioner and the Commissioner shall determine the cause of the inter-floor leakage and the party responsible to rectify it.

(2) The Commissioner may appoint a registered architect, registered engineer, registered quantity surveyor or a registered building surveyor to assist him in such determination and the cost of such appointment shall be borne by the party responsible to rectify the inter-floor leakage.

(3) All parties shall comply with any decision made by the Commissioner.

PART XVI

DAMAGE TO PARTY WALL

65. Meaning of party wall

For the purpose of this Part, "a party wall" shall mean a wall that is located between separate parcels or located between a parcel and the common property or the limited common property, as the case may be.

66. Meaning of damage to a party wall

For the purposes of this part, "damage to a party wall" shall mean any evidence of dampness, moisture, water penetration or other damage--

- (a) on the wall that forms part of the interior of a parcel, common property or limited common property, as the case may be; or
- (b) on any furnishing material, including plaster, panel or gypsum board attached, glued, laid or applied to the wall that forms part of the interior of a parcel, common property or limited common property, as the case may be.

67. Provisions relating to inter-floor leakage shall apply

In a case where a parcel is affected by damage to a party wall, the provisions of regulations 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 shall apply *mutatis mutandis*.

PART XVII

ENFORCEMENT

68. Order requiring attendance of any person

Any order in writing by the Commissioner or authorized officer to require the attendance of any person who appears to be acquainted with the facts and circumstances of the case, under subsection 131(1) of the Act, shall be in Form 29.

69. Order to provide translation

Any requisition orally or in writing by the Commissioner or the authorized officer to any person to furnish a translation in the national language of any book, register, document or other record under subsection 134(1) shall be in Form 30.

PART XVIII

OFFENCES

70. Aiding and abetting

Any person who knowingly and wilfully aids, abets, counsels, procures or commands the commission of any offence under any provision of these Regulations shall on conviction, be liable to a fine not exceeding fifty thousand ringgit or to a term of imprisonment not exceeding three years or to both.

PART XIX

MISCELLANEOUS

71. Revocation

Any regulations made under the Building and Common Property (Maintenance and Management) Act, 2007 are revoked.

72. Savings

Any Rules under the Strata Titles Act 1985 [Act 318] which provide for management of buildings and was made by the Minister responsible for matters relating to land, and in force immediately before the commencement of this Regulations, shall continue to be in force as if this Regulations had not been made.

FIRST SCHEDULE

STRATA MANAGEMENT ACT 2013

STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015

[Regulation 3]

PRESCRIBED FEES

No.	Subject matter	Form	Amount of fee (RM)
1	Filing schedule of parcels	1	100.00
2	Filing revised schedule of parcels	1A	500.00
3	Filing amended schedule of parcels	2	100.00
4	Filing revised amended schedule of parcels	2A	100.00
5	Filing allocated share units	3	100.00
6	Filing management agreement under subregulation 22(4) or 32(4)	-	20.00
7	Filing of bond	12 or 24	20.00
8	Filing sworn application for warrant of attachment	21	20.00
9	Filing notice of intention by developer to deliver vacant possession	25	100.00
10	Filing claim against Common Property Defects Account	27	50.00

SECOND SCHEDULE

STRATA MANAGEMENT ACT 2013

STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015

FORM 1

[Subregulation 6(1)]

FORM TO BE FILED WITH SCHEDULE OF PARCELS

To:

Commissioner of Buildings

[Name of local authority]

Name of developer	
Name of development area (Note 1)	
Title particulars of development area	

Total no. of buildings/blocks in development area (including buildings in which parcels have been sold prior to commencement of Strata Management Act 2013, if any, and including provisional blocks, if any) (Note 2)	
Total no. of provisional blocks (if any)	
Particulars of certificate of formula for assigning share units issued by the Director of Lands and Mines	No: Date:
Total proposed share units for development area (including buildings in which parcels have been sold prior to the commencement of the Strata Management Act 2013, if any and including the proposed quantum of provisional share units of provisional blocks, if any) (Note 3)	
Total proposed quantum of provisional share units for provisional blocks (if any)	

1. Pursuant to subsection 6(1) of the Strata Management Act 2013 ("the Act"), we now file with you one set of the schedule of parcels (Note 4) in respect of the above development area, with the following plan number(s):

JP No:

JP No:

2. A copy of the certificate of formula for assigning share units issued by the Director of Lands and Mines is attached.
- *3. In the case of any phased development specified under subsection 6(2) of the Act, we undertake to file with you an amended schedule of parcels, showing the proposed allocation of the provisional share units among the new parcels in the provisional block, before we sell any parcel or proposed parcel in any provisional block.
4. The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:

.....

Signature of director of developer/* authorised signatory

Name:

NRIC No./ *Passport No.....

*Designation:

** delete whichever is not applicable*

Note:

- (1) For example, "Kondominium Pelangi".
- (2) For example, in a development area comprising 3 buildings, i.e. Building A, Building B and

Building C, the developer has sold all parcels in Building A and some but not all parcels in Building B, prior to the commencement of the Act, and Building C is intended to be a phased development, the total number of buildings in the development area is three. The developer shall file a schedule of parcels under subsection 6(1) of the Act before he sells any unsold parcels in Building B (and the schedule of parcels shall include the parcels in Building A). The developer shall file an amended schedule of parcels under subsection 6(2) of the Act before he sells any parcel or proposed parcel in Building C.

- (3) For example, in a development area comprising 3 buildings, i.e. Building A, Building B and Building C, the developer has sold all parcels in Building A and some but not all parcels in Building B, prior to the commencement of the Act, and Building C is intended to be a phased development, the total proposed share units for the development area shall include the proposed share units for Building A, Building B and Building C.
- (4) Six copies of Form 1 shall be filed and one set of the schedule of parcels shall be attached to each Form 1. The schedule of parcels shall be prepared in accordance with the guidelines issued by the Director of Survey and Mapping.

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing of schedule of parcels	
Reference no. assigned by Commissioner to schedule of parcels	
Date when copy of schedule of parcels has been signed by Commissioner and returned to the developer	
Signature and rubber stamp of Commissioner	

FORM 1A

[Subregulation 6(3)]

FORM TO BE FILED WITH REVISED SCHEDULE OF PARCELS

To:

Commissioner of Buildings

[Name of local authority]

Name of developer		
Name of development area (Note 1)		
Title particulars of development area		
Date of filing schedule of parcels with Commissioner		
Reference no. assigned to the schedule of parcels		
	As stated in the schedule of parcels	As stated in the revised schedule of parcels (if applicable)
Total no. of buildings/blocks (including provisional blocks, if any)		
Total no. of provisional blocks (if any)		

Particulars of certificate of formula for assigning share units issued by the Director	No: Date:	No: Date:
Total proposed share units for development area (including the proposed quantum of provisional share units of provisional blocks, if any)		
Total proposed quantum of provisional share units for provisional blocks (if any)		

- Pursuant to subregulation 6(3) of the Strata Management (Maintenance and Management) Regulations 2015, we now file with you one set of a revised schedule of parcels (Note 2) in respect of the above development area, with the following plan number(s):

JP No:

JP No:

- A copy of the certificate of formula for assigning share units for the revised schedule of parcels issued by the Director of Lands and Mines is attached.
- *3. In the case of any phased development specified under subsection 6(2) of the Strata Management Act 2013, we undertake to file with you an amended schedule of parcels showing the proposed allocation of the provisional share units among the new parcels in the provisional block, before we sell any parcel or proposed parcel in any provisional block.
4. The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:

.....

Signature of director of developer/* authorised signatory

Name:

NRIC No./*Passport No.....

*Designation:

* delete whichever is not applicable

Note:

- (1) For example, "Kondominium Pelangi".
- (2) Six copies of Form 1A shall be filed and one set of the revised schedule of parcels shall be attached to each Form 1A. The revised schedule of parcels shall be prepared in accordance with the guidelines issued by the Director of Survey and Mapping.

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing revised schedule of parcels	
Reference no. assigned by Commissioner to revised schedule of parcels	

Date when copy of revised schedule of parcels has been signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

FORM 2

[Subregulation 7(1)]

FORM TO BE FILED WITH AMENDED SCHEDULE OF PARCELS

To:

Commissioner of Buildings

[Name of local authority]

Name of developer	
Name of development area (Note 1)	
Title particulars of development area	
Date of filing amended schedule of parcels/* revised schedule of parcel with Commissioner	
Reference no. assigned to the schedule of parcels/* revised schedule of parcels	
No. of provisional blocks stated in schedule of parcels/* revised schedule of parcels	
Particulars of certificate of formula for assigning share units issued by the Director of Lands and Mines for the * schedule of parcels/* revised schedule of parcels	No: Date:
Proposed quantum of provisional share units for provisional block(s) in schedule of parcels/* revised schedule of parcels	

1. Pursuant to subsection 6(2) of the Strata Management Act 2013, we now file with you one set of the amended schedule of parcels (Note 2) showing the proposed allocation of the provisional share units among the new parcels in the provisional block(s) specified in the amended schedule of parcels, with the following plan number(s):

JP No:

JP No:

2. A copy of the certificate of formula for assigning share units for the provisional block (s) issued by the Director of Lands and Mines is attached.
3. The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:

.....
 Signature of director of developer/*authorised signatory
 Name:
 NRIC No./Passport No.....
 *Designation:

* delete whichever is not applicable

Note:

- (1) For example, "Kondominium Pelangi".
- (2) Six copies of Form 2 shall be filed and one set of the amended schedule of parcels shall be attached to each Form 2. The amended schedule of parcels shall be prepared in accordance with the guidelines issued by the Director of Survey and Mapping.

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing schedule of parcels/*revised schedule of parcels with Commissioner	
Reference no. assigned to schedule of parcels/*revised schedule of parcels	
Date of filing the amended schedule of parcels	
Reference no. assigned to the amended schedule of parcels	
Date when copy of the amended schedule of parcels signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

FORM 2A

[Subregulation 7(2)]

FORM TO BE FILED WITH REVISED AMENDED SCHEDULE OF PARCELS

To:

Commissioner of Buildings

[Name of local authority]

Name of developer	
Name of development area (Note 1)	
Title particulars of development area	
Date of filing amended schedule of parcels with Commissioner	

Reference no. assigned to the amended schedule of parcels		
	As stated in the amended schedule of parcels	As stated in the revised amended schedule of parcels (if applicable)
Total no. of buildings/blocks (including provisional blocks, if any)		
Total no. of provisional blocks (if any)		
Particulars of certificate of formula for assigning share units issued by the Director of Land and Mines	No: Date:	No: Date:
Total proposed share units for development area (including the proposed quantum of provisional share units of provisional blocks, if any)		
Total proposed quantum of provisional share units for provisional blocks (if any)		

- Pursuant to subregulation 7(2) of the Strata Management (Maintenance and Management) Regulations 2015, we now file with you one set of revised amended schedule of parcels (Note 2) in respect of the above development area, with the following plan number(s):

JP No:

JP No:

- A copy of the certificate of formula for assigning share units for the revised amended schedule of parcels issued by the Director of Lands and Mines is attached.
- The prescribed fee of RM.....is attached (Cash/Cheque No.....).

Dated:

.....

Signature of director of developer/*authorised signatory

Name:

NRIC No./Passport No.....

*Designation:

** delete whichever is not applicable*

Note:

- For example, "Kondominium Pelangi".
- Six copies of Form 2A shall be filed and one set of the revised amended schedule of parcels shall be attached to each Form 2A. The revised amended schedule of parcels shall be prepared in accordance with the guidelines issued by the Director of Survey and

Mapping.

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing revised amended schedule of parcels	
Reference no. assigned by Commissioner to revised amended schedule of parcels	
Date when copy of revised amended schedule of parcels has been signed by Commissioner and returned to developer	
Signature and rubber stamp of Commissioner	

FORM 3

[Regulation 9]

ASSIGNMENT OF ALLOCATED SHARE UNITS

To:

Commissioner of Buildings

[Name of local authority]

Name of development area (Note 1)	
Name of developer	
Title particulars of development area	
Name of person/body assigning the allocated share units (Note 2)	
Total no. of parcels/units to be assigned with allocated share units	
Total allocated share units to be assigned	

1. We, the person or body who has a duty or is responsible under Part IV of Strata Management Act 2013 ("the Act") to maintain and manage the building or land intended for subdivision into parcels and the common property in the above development area, declare that no share units have been assigned for each parcel in the above development area.

or

2. Pursuant to subsection 8(1) of the Act/^rsubregulation 9(4) of the Regulations, I/^rwe now file with you the allocated share units of each parcel assigned by me/^rus in accordance with the formula set out in the First Schedule to the Act-

(TO BE USED FOR EACH BUILDING/BLOCK)

Building /Block no..... No. of parcels/units

Total allocated share units assigned for the building/block

Parcel/Unit No.	Allocated share units

Dated:

.....

Signature of authorised signatory of developer/*joint management body/*managing agent appointed by Commissioner/*person appointed under subregulation 9(3) of the Regulations

Name:

NRIC No./* Passport No.....

*Designation.....

* delete whichever is not applicable

Note:

- (1) For example, "Kondominium Pelangi".
- (2) For example, "Badan Pengurusan Bersama Kondominium Pelangi".

ACKNOWLEDGEMENT OF RECEIPT BY COMMISSIONER OF BUILDINGS

Date of filing of assignment of allocated share units	
Reference no. assigned by Commissioner	
Date when copy of assignment of allocated share units signed by Commissioner and returned to person or body managing building/land	
Signature and rubber stamp of Commissioner	

FORM 4

(Regulation 11)

HANDING OVER BY DEVELOPER TO JOINT MANAGEMENT BODY

To:

[Name and address of joint management body]

Name of developer	
Name of development area (Note 1)	

We, as the developer responsible to maintain and manage the building or land and the common property in the above development area during the developer's management period, pursuant to subsection 15(1)

of the Strata Management Act 2013 ("the Act"), now--

- 1. Transfer all balance of moneys in the maintenance account and in the sinking fund account as follows:

Amount of balance in maintenance account: RM.....

Cheque No.:

Amount of balance in sinking fund account: RM.....

Cheque No.:

- 2. Hand over to the joint management body the following -
 - (a) the keys to the administration office set aside by us under paragraph 9(4)(a) of the Act;
 - (b) *the audited accounts of the maintenance account and the sinking fund account as at [date];

**(if such accounts have not been audited), the unaudited accounts of the maintenance account and the sinking fund account as at [date], and we undertake that we shall, not more than three months after the expiry of the developer's management period, hand over to you the audited accounts up to the date of transfer of the balances of moneys aforesaid;*

- (c) all the assets of the development area, including all keys, consisting of-
..... *(brief description of the assets being handed over);*
- (d) all records relating to and necessary for the maintenance and management of the buildings or lands intended for subdivision into parcels and the common property of the development area consisting of:

.....

(brief description of the records being handed over); and

- (e) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account consisting of:

.....

(brief description of the invoices, receipts and payment vouchers being handed over).

- 3. Deliver to you all of the following documents:
 - (a) a copy of all approved plans (including as-built plans) for buildings or lands intended for subdivision into parcels relating to the development area, and a copy of the certificate of fitness for occupation or the certificate for completion and compliance;
 - (b) **(if the developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan)* a copy of a document in our possession that indicates, as far as practicable, the actual location of any pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan:

.....

(brief description of the document);

- (c) a copy of the following contracts entered into by us in respect of the maintenance or management of any building or land intended for subdivision into parcels and the common property comprised in the development area:

-
- [*brief description of the contracts*];
- (d) a copy of the following:
- * schedule of parcels JP No :filed with the Commissioner on.....;
 - * revised schedule of parcels JP No.:filed with the Commissioner on.....;
 - * amended schedule of parcels JP No.:filed with the Commissioner on.....;
 - * revised amended schedule of parcels JP No:filed with the Commissioner on.....;
 - * a copy of the proposed strata plan filed with the Director of Survey and Mapping under the provisions of the Strata Titles Act 1985; and
 - * a copy of the certificate of proposed strata plan issued by the Director of Survey and Mapping;
- (e) the names and addresses of the following contractors, subcontractors and persons who supplied labour or materials to the development area during the construction of the building or land intended for subdivision into parcels and the common property comprised in the development area:

-
- [*state name and address of each contractor, subcontractor or supplier*];
- (f) the following warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property, including any warranty or information provided to the developer by any person referred to in paragraph 3(e) above:

-
- [*brief description of the warranties, manuals, etc.*];
- (g) the register of parcel owners; and
- (h) the original copy of the following insurance policies effected by us under the Act:

.....

[*brief description of the insurance policies*].

Dated:

Signature of director of developer/* authorised signatory

Name:

NRIC No./ *Passport No.....

*Designation:

* delete whichever is not applicable

Note:

- (1) For example "Kondominium Pelangi".

ACKNOWLEDGEMENT OF RECEIPT BY JOINT MANAGEMENT BODY

Date of receipt of Form 4 and all items and documents mentioned in Form 4	
Name and signature of authorised signatory of joint management body	

FORM 5

[Regulation 12]

NOTICE OF FIRST ANNUAL GENERAL MEETING OF JOINT MANAGEMENT BODY

To:

All purchasers in [*state name of development area*]

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of all purchasers in [*state name of development area*] convened under subsection 18(3) of the Strata Management Act 2013 ("the Act"), will be held at.....[*state address*], on..... [*state day*], [*state date*], at * a.m./* p.m., for the following purposes:

AGENDA

- (a) to determine the number of members of the joint management committee and to elect the members of the joint management committee;
- (b) to consider the annual budget prepared by the developer;
- (c) to determine the amount to be paid by a parcel owner as the Charges, and contribution to the sinking fund;
- (d) to determine the rate of interest payable by a parcel owner in respect of any late payment of Charges or contribution to the sinking fund by the parcel owner;
- (e) to consider the audited accounts in respect of the maintenance account and the sinking fund account prepared by an approved company auditor appointed by the developer, up to a date not earlier than three months before the general meeting;
- (f) to confirm the taking over of insurances effected by the developer under the Act;
- (g) to make any additional by-laws;
- (h) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account the joint management body, for the period fixed by this general meeting; and
- (i) to consider any other matter connected with maintenance and management of the common property of the building or land intended for subdivision into parcels.

TAKE FURTHER NOTICE THAT any purchaser may by notice in writing sent to the office of the developer stated herein, not less than seven days before the time for holding the meeting, require an

inclusion of a motion as set out in the notice in the agenda of this first annual general meeting.

Dated:

Signature of director of developer/*authorised signatory

Name:

NRIC No./*Passport No.:

*Designation:

Office:[state address of developer]

* delete whichever is not applicable

NOTE:

1. One half of the purchasers entitled to vote present, either in person or by proxy, shall constitute a quorum at a general meeting. If within half an hour after the time appointed for a general meeting a quorum is not present, those purchasers entitled to vote who are present shall constitute a quorum.
2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a purchaser or his proxy.
3. Each purchaser (who is not a co-purchaser) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of allocated share units attached to his parcel.
4. A purchaser shall not be entitled to vote if, on the seventh day before the date of the meeting, all or any part of the Charges or contribution to the sinking fund or any money due and payable in respect of his parcel are in arrears.
5. Co-purchasers may vote by means of a jointly appointed proxy or appointing any one of them or any other person. In the absence of a proxy, co-purchasers shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any one co-purchaser may demand a poll. On a poll, each co-purchaser shall be entitled to such number of the votes attaching to his parcel as is proportionate to his interest in the parcel.
6. A proxy shall be entitled to vote on a show of hands or on a poll.
7. A proxy need not be a purchaser. A person may act as proxy for only one purchaser at any one general meeting.
8. An instrument appointing a proxy shall be in writing under the hand of the purchaser making the appointment or his attorney. If the purchaser appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.
9. A purchaser may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the address of the developer stated in this notice of meeting not less than forty-eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE JOINT MANAGEMENT BODY

FORM OF PROXY

To:

[Name and address of the developer as stated in the notice of meeting]

I/*We _____

(Full name)

NRIC No. /*Passport No./*Company No./*Registration No.: _____ of _____ (address) *am a purchaser/*are co-purchasers in respect of Parcel No./Unit No.: _____ *Building No./ Block No. _____ at _____ (name of development area),

and appoint:

_____ (Full name)

NRIC No. /*Passport No.: _____ of _____ (address)

as my/*our proxy to vote for me/* us at the first annual general meeting of the joint management body in respect of _____ (name of development area) to be held at _____ (address) on _____ (day), _____ (date) at _____ a.m./*p.m. or at any adjournment thereof.

Dated: _____

*Signature/*seal of Purchaser

Name:

*Designation:

* delete whichever is not applicable

FORM 5A

[Regulation 13]

NOTICE OF RESOLUTION CONFIRMING CHARGES, CONTRIBUTION TO THE SINKING FUND AND RATE OF INTEREST DETERMINED BY JOINT MANAGEMENT BODY

To:

.....

[Name and address of purchaser who constitute the joint management body]

Parcel No./Unit No.:

Share units assigned to parcel/unit:

Name of joint management body:

WHEREAS pursuant to paragraph 21(1)(b) of the Strata Management Act 2013 ("the Act"), the joint

management body shall determine and impose the Charges to be deposited into the maintenance account and pursuant to subsection 21(1)(c) of the Act, the joint management body may determine and impose the contribution to the sinking fund account, and pursuant to subsection 25(3) of the Act, the amount of Charges shall be determined in proportion to the allocated share units of each parcel/unit.

TAKE FURTHER NOTICE THAT at a general meeting of the joint management body held on(date) it was resolved that:

- (1) the amount of Charges imposed on you as the parcel owner of the above parcel/unit shall be in accordance with the following rate:
[state the rate per share unit for the parcel/unit]
- (2) the amount of contribution to the sinking fund imposed on you as the parcel owner of the above parcel/unit shall be in accordance with the following rate:
[state the rate per share unit for the parcel/unit]
- (3) the rate of interest payable in respect of any late payment of the Charges or contribution to the sinking fund is%

Yours faithfully,

.....

Signature of authorised signatory of joint management body

FORM 6

[Regulation 14]

CERTIFICATE OF ESTABLISHMENT OF THE JOINT MANAGEMENT BODY

Name of development area (Note 1)	
Name of developer	
Title particulars of development area	

This is to certify that a joint management body by the name of JOINT MANAGEMENT BODY with its address at was established in accordance with the Strata Management Act 2013 on (Note 2).

This is to certify that:

- 1. the joint management body shall be a body corporate having perpetual succession and a common seal; and
- 2. the joint management body may sue and be sued in its name.

Dated:

.....

Signature of Commissioner of Buildings/authorised signatory

[Name of local authority]

Note:

- (2) For example, "Kondominium Pelangi".
- (3) Date of the first annual general meeting of the joint management body.

FORM 7

[Regulation 15]

HANDING OVER BY JOINT MANAGEMENT BODY TO MANAGEMENT CORPORATION

To:

[Name and address of management corporation]

Name of development area (Note 1)	
Name of joint management body	

We, as the joint management body responsible to maintain and manage the building or land and the common property in the above development area, pursuant to subsection 27(2) of the Strata Management Act 2013 ("the Act"), now--

- 1. Transfer all balance of moneys in the maintenance account and in the sinking fund account as follows:

Amount of balance in maintenance account: RM

Cheque No.:

Amount of balance in sinking fund account: RM

Cheque No.:

- 2. Hand over to the management corporation the following--
 - (i) *a copy of the additional by-laws made by the joint management body under subsection 32(3) of the Act;
 - (ii) *the audited accounts of the maintenance account and the sinking fund account of the joint management body as at [date];

**(if such accounts have not been audited), the unaudited accounts of the maintenance account and the sinking fund account as at [date], and we undertake that we shall, not more than three months from the date of the first annual general meeting of the management corporation, hand over to you the audited accounts of the joint management body;*
 - (iii) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account up to the date of handing over;
 - (iv) all the assets and liabilities of the joint management body and all keys, consisting of--

.....

(brief description of the assets being handed over);
 - (v) the following documents delivered by the developer to the joint management body during the handing over by the developer to the joint management body--

.....

- (vi) *(brief description of the documents delivered by the developer); and all records relating to and necessary for the maintenance and management of the building or land and the common property, consisting of -*

.....

(brief description of the records being handed over)

** delete whichever is not applicable*

Dated:

.....

Signature of authorised signatory of joint management body

Name:

NRIC No./*Passport No

Designation

Note:

- (1) For example, "Kondominium Pelangi".

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT CORPORATION

Date of receipt of Form 7 and all items and documents mentioned in Form 7	
Name and signature of member of management committee authorised for management corporation	

FORM 8

[Regulation 16]

SUBMISSION OF AUDITED ACCOUNT OF MONEYS COLLECTED BY DEVELOPER PRIOR TO ESTABLISHMENT OF JOINT MANAGEMENT BODY

To:

Commissioner of Buildings

[Name of local authority]

Name of developer	
Name of development area (Note 1)	
Title particulars of development area	
Date of completion of building/land intended for sub-	

division	
Name of joint management body	
Date of establishment of joint management body	

Pursuant to subsection 29(1) of the Strata Management Act 2013, we now hereby submit to you an account audited by an approved company auditor of all moneys collected and expended for the purpose of maintenance and management of the common property and the sinking fund, prior to the establishment of the joint management body, as follows:

*Audited account for the period commencing
and ending

** Repeat if more than one accounting period.*

Dated:

.....

Signature of director of developer/* authorised signatory

Name:

NRIC No./*Passport No.:

*Designation:

** delete whichever is not applicable*

Note:

(1) For example, "Kondominium Pelangi".

FORM 9

[Regulation 18]

REGISTER OF PARCEL OWNERS

Name of developer	
Address for service of notice	
Name of development area (Note 1)	
Title particulars of development area	
Name of joint management body, if established	

Building No./Block No No. of parcels/units

Parcel No./ Unit No.	Allocated share units for the parcel/unit	Floor area of the par- cel/ unit	Name, NRIC No./*Passport No., address, telephone number and email address of parcel owner (Note 2)	If parcel owner is not resident in Malaysia, address in Malaysia at which notices may be served on parcel	Name, address and file reference no. of the solicitor acting for parcel owner in the sale and purchase of the parcel /unit (Note
-------------------------	--	--	---	--	---

				owner	3)

(To be used for each building intended for subdivision into parcels)

No. of land parcels/units

Land Parcel No./ Unit No.	Allocated share units for the land parcel/ unit	Area of the land parcel/ unit	Name, NRIC No./Passport No., address, telephone number and email address of parcel owner (Note 2)	If parcel owner is not resident in Malaysia, address in Malaysia at which notices may be served on parcel owner	Name, address and file reference no. of the solicitor acting for parcel owner in the sale and purchase of the parcel/ unit (Note 3)

(To be used for land intended for subdivision into parcels)

Prepared and certified on (date) by:

.....

Signature of authorised signatory of *developer/*joint management body

Name:

NRIC No./Passport No.:

Designation:

* delete whichever is not applicable

Note:

- (1) For example, "Kondominium Pelangi".
- (2) To insert particulars of the last purchaser.
- (3) To insert particulars of the solicitor acting for the last purchaser.

FORM 10

[Regulation 19]

CERTIFICATE OF AMOUNT PAYABLE BY PARCEL OWNER OR PROSPECTIVE PURCHASER

To:

[Name and address of person applying for certificate]

Name of development area:

Parcel No./Unit No.: Building No./Block No.

Name of parcel owner on the Register of Parcel Owners:

1. We refer to your application dated
2. In respect of the above parcel/unit owned by the above parcel owner, we certify the following:
 - (i) The amount of Charges payable by the above parcel owner is RM
 - (ii) The amount of contribution to the sinking fund payable by the above parcel owner is RM
 - (iii) The time and manner of payment of the Charges and contribution to the sinking fund is (*state time and manner of payment*);
 - (iv) The amount of arrears of Charges is RM(Note 1);
 - (v) The amount of arrears of contribution to the sinking fund is *RM (Note 1);
 - (vi) The sum standing to the credit of maintenance account is RM
 - (vii) The sum in the maintenance account that has been committed or reserved for expenses already incurred is *RM (Note 1);
 - (viii) The sum standing to the credit of the sinking fund account is RM
 - (ix) The sum in the sinking fund account that has been committed or reserved for expenses already incurred is *RM (Note 1); and
 - (x) *The nature of the repairs and estimated expenditure is-

.....
(brief description of repairs and estimated expenditure, if any)

Dated:

.....

Signature of authorised signatory of *developer/*joint management body

Name:

*Designation

** delete whichever is not applicable*

Note:

- (1) If none, state "NIL".

FORM 11

[Regulation 20]

NOTICE TO DEMAND PAYMENT OF SUM DUE BY PURCHASER OR PARCEL OWNER To:

[Name and address of purchaser/parcel owner]

Parcel No./Unit No.: Building No./Block No.

Name of development area:

WHEREAS you have committed a breach of provisions of the Strata Management Act 2013 ("the Act") by-

*failing to pay to the developer under subsection 12(5) of the Act:

- *(a) Charges in the sum of RM
- *(b) contribution to the sinking fund in the sum of RM

*failing to pay to the joint management body under subsection 25(6) of the Act:

- *(a) Charges in the sum of RM
- *(b) contribution to the sinking fund in the sum of RM

*failing to fully discharge your liability in respect of the amount of money lawfully incurred by the joint management body under subsection 21(4) of the Act and/or subsection 33(1) of the Act which is guaranteed by you as a parcel owner, in the sum of RM

AND WHEREAS the said sum of RMhas become recoverable from you by virtue of the provisions of the Act mentioned above;

We as *the developer/*joint management body, by virtue of the powers conferred by subsection 34(1) of the Act hereby demand payment of the sum due within the period of days (Note 1) from the date of service of this notice, failing which we may file a summons or claim in a court of competent jurisdiction or in the Strata Management Tribunal for recovery of the said sum, or as an alternative, resort to recovery under section 35 of the Act for attachment of movable property.

AND TAKE FURTHER NOTICE that any purchaser or parcel owner who, without reasonable excuse, fails to comply with this notice commits an offence under subsection 34(3) of the Act and shall on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both, and in the case of a continuing offence, to a further fine not exceeding fifty ringgit for every day or part thereof during which the offence continues after conviction.

Dated

Signature of authorised signatory of *developer/*joint management body

Name:

*Designation:

** delete whichever is not applicable*

Note:

- (1) Not less than fourteen days from the date of service of this notice.

FORM 12

[Subregulations 21(2) and 32(2)]

BOND TO BE GIVEN BY *BANK/*FINANCIAL INSTITUTION/*INSURER TO *JOINT MANAGEMENT BODY/*MANAGEMENT CORPORATION/*SUBSIDIARY MANAGEMENT CORPORATION IF

PROPERTY MANAGER IS NOT A REGISTERED PROPERTY MANAGER

To:

[Name and address of *joint management body/*management corporation/*subsidiary management corporation]

Sir,

MATTER: APPOINTMENT OF [NAME OF PROPERTY MANAGER]

WHEREAS pursuant to a management agreement dated ("the said management agreement"), you (name of *joint management body/ *management corporation/*subsidiary management corporation) have appointed (name and address of property manager) (*NRIC No./Company No./Registration No.: ("the said property manager") to undertake the maintenance and management of the common property of the building/lands in the development area known as (Note 1);

AND WHEREAS the said property manager shall not carry out such maintenance and management of the common property unless he has furnished to you a bond in the sum of RM to be given by a bank or finance company or insurer, to pay any loss caused by the said property manager as a result of his failure to properly comply with the said management agreement;

AND WHEREAS in consideration of the said appointment, we ("Guarantor") at the request of the said property manager, irrevocably agree and undertake to guarantee the due and proper performance of said property manager in accordance with the said management agreement.

NOW the Guarantor hereby agrees with you as follows: -

1. The Guarantor shall forthwith upon receipt of your claim in writing pay to you the amount stated in your claim, notwithstanding any protest or contestation by the said property manager or the Guarantor or any third party, and without proof or conditions. Provided always that the amount claimed by you and the liability of the Guarantor shall not exceed the sum of Ringgit
..... (state amount of guaranteed sum in words) (RM) ("Guarantee Limit") and the liability of the Gurantor to pay to you under this Guarantee does not exceed the amount as mentioned above.
2. You may make any partial claim as may be required provided that the total of all partial claims shall not exceed the sum of the Guarantee Limit and the liability of the Guarantor to pay you shall be reduced accordingly taking into account whatever partial payments that have been made by the Guarantor under this Guarantee.
3. The Guarantor shall not be discharged or released from this Guarantee by any arrangement entered into between the said property manager and you, whether with or without the assent of the Guarantor, or by any alteration in the obligations agreed to by the said property manager, or by any forbearance whether as to performance, time, payment or otherwise.
4. This Guarantee shall be a continuing guarantee and shall be irrevocable and be valid until ("Initial Expiry Date"), that is twelve (12) months after the date of expiry of the said management agreement. Upon your request, this Guarantee shall automatically be extended for an additional period of one (1) year from the Initial Expiry Date ("Extended Guarantee Period"). The maximum aggregate sum that you are entitled to under this Guarantee shall at all times not exceed the sum of the Guarantee Limit.
5. The obligations and liability of the Guarantor under this Guarantee shall terminate when this Guarantee expires on the Initial Expiry Date or the Extended Guarantee Period unless

before expiry a claim in writing has been made to the Guarantor to pay a specified sum which has not been paid in accordance with the said management agreement.

6. All claims in connection with this Guarantee, if any, must be made within the validity period of the Guarantee or one (1) month from the expiry of this Guarantee, whichever is later.

IN WITNESS WHEREOF the hand of the Guarantor is hereunto affixed on day of in the year

Signed for and on behalf of)
 the Guarantor) Name :
 in the presence of) Designation :
) *Rubber stamp of Bank/Finance Company/Insurer

.....

(Witness)

Name:

Designation:

*Rubber stamp of Bank/Finance Company/Insurer

** delete whichever is not applicable*

FORM 13

(Regulation 22)

HANDING OVER BY DEVELOPER TO MANAGEMENT CORPORATION

To:

The Management Committee

[Name and address of management corporation]

Name of developer	
Name of development area (Note 1)	

We, as the developer responsible to maintain and manage the subdivided building or land and the common property in the above development area, during the preliminary management period, hereby pursuant to subsection 55(1) of the Strata Management Act 2013 ("the Act")-

1. Transfer the control of all balance of moneys in the maintenance account and in the sinking fund account to the management committee of the management corporation as follows:

Amount of balance in maintenance account: RM

Instruction to bank/financial institution on change of authorised signatories in respect of the maintenance account is attached.

Amount of balance in sinking fund account: RM

Instruction to bank/financial institution on change of authorised signatories in respect of sinking fund account is attached.

- 2. Hand over to the management corporation the following--
 - (a) the keys to the administration office set aside by us under subsection 48(3) of the Act;
 - (b) *the audited accounts of the maintenance account and the sinking fund account of the management corporation as at [date];

**(if such accounts have not been audited), the unaudited accounts of the maintenance account and the sinking fund account as at [date], and we undertake that we shall, not more than three months after the expiry of the developer's management period, hand over to you the audited accounts up to the date of transfer of control of the balances of moneys aforesaid;*

- (c) all invoices, receipts, payment vouchers and bank statements in respect of the maintenance account and sinking fund account up to the date of handing over;
- (d) all the assets of the development area and all keys, consisting of--

.....

(brief description of the assets being handed over); and

- (e) all records relating to and necessary for the maintenance and management of the buildings or lands and the common property of the development area consisting of--

.....

(brief description of the records being handed over).

- 3. Deliver to you all of the following documents-
 - (a) a copy of all approved plans (including as-built plans) for the subdivided buildings or lands and the common property relating to the development area, and a copy of the certificate of fitness for occupation or the certificate for completion and compliance;
 - (b) *(*if the developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan)* a copy of a document in our possession that indicates, as far as practicable, the actual location of any pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the pipe, wire, cable, chute, duct or other facility is not located as shown on an approved plan or an approved amended plan-

.....

(brief description of the document);

- (c) a copy of the following contracts entered into by the developer in respect of the maintenance or management of the subdivided building or land and the common property comprised in the development area--

.....

[brief description of the contracts];

- (d) a copy of the following:

* schedule of parcels JP No: filed with the Commissioner on

* revised schedule of parcels JP No: filed with the Commissioner on

* amended schedule of parcels JP No: filed with the Commissioner on;

* revised amended schedule of parcels JP No: filed with the Commissioner on

* a copy of the proposed strata plan filed with the Director of Survey under the provisions of the Strata Titles Act 1985;

* a copy of the certificate of proposed strata plan issued by the Director of Survey; and

- * a copy of the certified strata plan;
- (e) the names and addresses of the following contractors, subcontractors and persons who supplied labour or materials to the development area during the construction of the subdivided buildings or lands and the common property comprised in the development area--

.....

- (f) *[state name and address of each contractor, subcontractor or supplier];* all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property, including any warranty or information provided to the developer by any person referred to in 3(e) above -

.....

- (g) *[brief description of the warranties, manuals, etc.];* strata roll; and
- (h) the original copy of the following insurance policies effected by us under the Act--

.....

[brief description of the insurance policies].

Dated:

.....

Signature of director of developer/* authorised signatory

Name:

NRIC No./ *Passport No

*Designation

** delete whichever is not applicable*

Note:

- (1) For example, "Kondominium Pelangi".

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT CORPORATION

Date of receipt of Form 13 and all items and documents mentioned in Form 13	
Name and signature of member of the management committee authorised by the management corporation	

FORM 14

[Subregulation 23(1)]

NOTICE OF FIRST ANNUAL GENERAL MEETING OF MANAGEMENT CORPORATION

To:

ALL PROPRIETORS CONSTITUTING THE
(state name of management corporation)
 MANAGEMENT CORPORATION,

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of theManagement Corporation convened under subsection 57(3) of the Strata Management Act 2013 ("the Act"), will be held at [state address], on [state day], [state date], at *a.m./*p.m., for the following purposes:

AGENDA

- (a) to determine the number of members of the management committee and to elect the management committee where there are more than three proprietors;
- (b) to consider the annual budget prepared by the developer;
- (c) to decide on whether to confirm or vary the amount determined as Charges, or contribution to the sinking fund;
- (d) to determine the rate of interest payable by a proprietor in respect of late payment charges;
- (e) to consider the audited accounts of the management corporation;
- (f) to decide on whether to confirm, vary or extend the insurances effected by the developer for the management corporation;
- (g) to make any additional by-laws;
- (h) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account of the management corporation, for the period fixed by this general meeting; and
- (i) to consider any other matter connected with maintenance and management of the common property of the subdivided building or land.

TAKE FURTHER NOTICE THAT any proprietor may by notice in writing sent to the registered office of the management corporation stated herein, in not less than seven days before the time for holding the meeting, require inclusion of a motion as set out in the notice in the agenda of this first annual general meeting.

Dated:

.....

Signature of director of developer/* authorised signatory

Name:

NRIC No./*Passport No.:

*Designation:

Registered office of the management corporation:
.....

[state address of registered office of the management corporation]

* delete whichever is not applicable

NOTE:

1. One half of the proprietors entitled to vote present either in person or by proxy shall constitute a quorum at a general meeting. If within half an hour of the time appointed for a general meeting a quorum is not present, those proprietors entitled to vote who are present shall constitute a quorum.
2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a proprietor or his proxy.
3. Each proprietor (who is not a co-proprietor) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of share units or provisional share units assigned to his parcel or provisional block.
4. No proprietor shall be entitled to vote if, on the seventh day before date of the meeting, all or any part of the Charges or contribution to the sinking fund or any other money due and payable in respect of his parcel, are in arrears.
5. Co-proprietors may vote by means of a jointly appointed proxy appointing anyone of them or any other person. In the absence of a proxy, co-proprietors shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any co-proprietor may demand a poll. On a poll, any one co-proprietor may demand a poll and on a poll, each co-proprietor shall be entitled to such number of the votes attaching to his parcel as is proportionate to his interest in the parcel.
6. A proxy shall be entitled to vote on a show of hands or by poll.
7. A proxy need not be a proprietor. A person may act as proxy for only one proprietor at any one general meeting.
8. An instrument appointing a proxy shall be in writing under the hand of the proprietor making the appointment or his attorney. If the proprietor appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.
9. A proprietor may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the registered address of the management corporation provided in this notice of meeting not less than forty-eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE

(state name of subsidiary management corporation)

MANAGEMENT CORPORATION

FORM OF PROXY

To:

.....

[Name and registered address of the management corporation as stated in the notice of meeting]

*I/*We _____

(Full name)

*NRIC No. / *Passport No. / *Company No. / *Registration No.: _____

of

(Address) *am a proprietor/*are co-proprietors in respect of Parcel No./ Unit No.: _____ *Building
No./Block No.: _____ at _____ (name of development area),

and appoint: _____

(Full name)

*NRIC No. / *Passport No.: _____ of

(Address)

as *my/*our proxy to vote for *me/*us at the first annual general meeting of the (state
name of management corporation) Management corporation in respect of

_____ (name of development area) to be held at
_____ (address) on _____ (day), _____ (date) at _____

*a.m./ *p.m. or at any adjournment thereof.

Dated: _____

*Signature/*seal of proprietor

Name:

*Designation:

* delete whichever is not applicable

FORM 15

(Regulation 24)

**NOTICE OF RESOLUTION CONFIRMING CHARGES, CONTRIBUTION TO THE SINKING FUND AND
RATE OF INTEREST DETERMINED BY MANAGEMENT CORPORATION**

To:

[Name and address of proprietor] (Note 1)

Parcel No./Unit No. /Provisional Block No.:

Share units assigned to parcel/unit/provisional block (s):
.....

Name of management corporation:

WHEREAS pursuant to subsections 60(4) and 60(5) of the Strata Management Act 2013, any Charges imposed on proprietors in proportion to the share units or provisional share units of their respective parcels or provisional blocks for the purpose of establishing and maintaining the maintenance account, shall be due and payable on the passing of a resolution to that effect by the management corporation.

TAKE NOTICE THAT at a general meeting of the management corporation held on(date) it was resolved that:

- (1) the amount of Charges imposed on you as proprietor of the above parcel/unit/provisional block shall be in accordance with the following rate:
[state the rate per share unit for the parcel/provisional block]
- (2) the amount of contribution imposed on you as proprietor of the above parcel/unit/provisional block shall be in accordance with the following rate
[state the rate per share unit for the parcel/provisional block]
- (3) the rate of interest payable in connection with any late payment of the Charges or contribution to the sinking fund is%

Yours faithfully,

.....

Signature of authorised signatory of management corporation

Note:

- (1) A proprietor includes a purchaser to be duly registered as a proprietor.

FORM 16

[Subregulation 26(1)]

NOTICE OF FIRST ANNUAL GENERAL MEETING OF SUBSIDIARY MANAGEMENT CORPORATION

To:

ALL PROPRIETORS CONSTITUTING THE(state name of subsidiary management corporation) SUBSIDIARY MANAGEMENT CORPORATION,

NOTICE IS HEREBY GIVEN THAT the first annual general meeting of theSubsidiary Management Corporation convened under subsection 63(3) of the Strata Management Act 2013 ("the Act"), will be held at [state address], on [state day],[state date], at *am/*pm, for the following purposes:

AGENDA

- (a) to determine the number of members of the subsidiary management committee and to elect the subsidiary management committee, where there are more than three proprietors for whose exclusive benefit the limited common property is designated;
- (b) to nominate one member of the subsidiary management committee to be a member of the management committee of the management corporation;
- (c) to determine the amount of Charges to be paid to the maintenance account of the

- subsidary management corporation, and the contribution to be paid to the sinking fund of the subsidiary management corporation;
- (d) to determine the rate of interest payable by a proprietor in respect of late payment charges;
- (e) to determine the insurance to be effected over that part of the building where applicable under section 96 of the Act;
- (f) to make additional by-laws for the limited common property;
- (g) to appoint an approved company auditor to carry out the audit to the maintenance account and the sinking fund account of the subsidiary management corporation, for the period fixed by this general meeting; and
- (h) to consider any matter connected with the maintenance and management of the limited common property.

TAKE FURTHER NOTICE THAT any proprietor who constitutes the subsidiary management corporation may, by notice in writing sent to the registered office of the management corporation stated herein, not less than seven days before the time for holding the meeting, require inclusion of a motion as set out in the notice in the agenda of this first annual general meeting.

Dated:

Signature of member of the management committee of management corporation/ *authorised signatory

Name:

NRIC No./ *Passport No.:

*Designation:

Registered office of the management corporation:

[state address of registered office of the management corporation]

** delete whichever is not applicable*

NOTE--

1. One half of the proprietors who constitute the subsidiary management corporation and who are entitled to vote present, either in person or by proxy, shall constitute a quorum at a general meeting. If within half an hour of the appointed time for a general meeting a quorum is not present, those proprietors entitled to vote who are present shall constitute a quorum.
2. Any matter that requires a decision at a general meeting shall be decided on a show of hands unless a poll is demanded by a proprietor who constitutes the subsidiary management corporation or his proxy.
3. Each proprietor (who is not a co-proprietor) shall have one vote in respect of each parcel on a show of hands, and on a poll shall have such number of votes as that corresponding with the number of share units assigned to his parcel.
4. A proprietor who constitutes the subsidiary management corporation shall not be entitled to vote if, on the seventh day before date of the meeting, all or any part of the Charges or contribution to the sinking fund or any money due and payable in respect of his parcel, are in arrears.
5. Co-proprietors may vote by means of a jointly appointed proxy appointing anyone of them or any other person. In the absence of a proxy, co-proprietors shall not be entitled to vote on a show of hands except where a unanimous resolution is required, provided that any co-proprietor may demand a poll. On a poll, each co-proprietor shall be entitled to such number of votes assigned to his parcel as is proportionate to his interest in the parcel.

- 6. A proxy shall be entitled to vote on a show of hands or by poll.
- 7. A proxy need not be a proprietor. A person may act as proxy for only one proprietor at any one general meeting.
- 8. An instrument appointing a proxy shall be in writing under the hand of the proprietor making the appointment or his attorney. If the proprietor appointing the proxy is a company, society, statutory body or any other body, the appointment of proxy should be under seal or under the hand of an officer or its attorney duly authorised.
- 9. A proprietor may use the proxy form attached, if suitable. The instrument appointing a proxy shall be deposited at the registered address of the management corporation provided in this notice of meeting not less than forty-eight hours before the time for holding the meeting or any adjournment of the meeting.

FIRST ANNUAL GENERAL MEETING OF THE SUBSIDIARY MANAGEMENT CORPORATION

.....
(state name of subsidiary management corporation)

FORM OF PROXY

To:

[Name and registered address of the management corporation as stated in the notice of meeting]

*I/*We _____

(Full name)

*NRIC No. /*Passport No./*Company No./*Registration No.: _____ of

_____ (Address) *am a proprietor/*are co-proprietors constituting the subsidiary management corporation in respect of *Parcel No./Unit No.: _____ *Building No./Block No.: _____ at _____ (name of development area),

and appoint:

(Full name)

*NRIC No./*Passport No: _____ of

(Address)as *my/*our proxy to vote for *me/*us at the first annual general meeting of the _____ (state name of subsidiary management corporation) (Subsidiary Management Corporation) in respect of _____ (name of development area) to be held at _____ (address) on _____ (day), _____ (date) at _____ *am/*pm or at any adjournment thereof.

Dated: _____

Signature/ seal of proprietor constituting the subsidiary management corporation

Name:

*Designation:

* delete whichever is not applicable

(Regulation 27)

NOTICE OF RESOLUTION CONFIRMING CHARGES, CONTRIBUTION TO THE SINKING FUND AND RATE OF INTEREST DETERMINED BY SUBSIDIARY MANAGEMENT CORPORATION

To:

[Name and address of proprietor who constitute the subsidiary management corporation] (Note 1)

Parcel No./Unit No

Share units assigned to parcel/unit:

Name of subsidiary management corporation:

WHEREAS pursuant to subsection 68(1) of the Strata Management Act 2013 ("the Act"), each proprietor constituting the subsidiary management corporation shall pay Charges and contribution to the sinking fund to the subsidiary management corporation for expenses related to its limited common property and pursuant to subsection 68(2) of the Act, the amount of Charges shall be determined in proportion to the share units of each parcel.

AND WHEREAS pursuant to subsection 68(4) of the Act, any Charges and contribution to the sinking fund imposed on the proprietors shall be due and payable on the passing of a resolution to that effect by the subsidiary management corporation.

TAKE NOTICE THAT at a general meeting of the subsidiary management corporation held on(date) it was resolved that:

- (1) the amount of Charges imposed on you as proprietor of the above parcel/unit shall be in accordance with the following rate:
[state the rate per share unit for the parcel/unit]
- (2) the amount of contribution imposed on you as proprietor of the above parcel/unit shall be in accordance with the following rate:
[state the rate per share unit for the parcel/unit]
- (3) the rate of interest payable in respect of any late payment of the Charges or contribution to the sinking fund is %

Yours faithfully,

.....

Signature of authorised signatory of subsidiary management corporation

Note:

- (1) A proprietor includes a purchaser to be duly registered as a proprietor.

(Regulation 29)

STRATA ROLL FOR

.....
 [state name of management corporation]

PARTICULARS OF SUBDIVIDED BUILDING(S)/LAND**PARTICULARS OF DEVELOPMENT AREA**

Lot No.	
Description and Title No.	
Town/Village/Mukim	
District	
State	
Area	

PARTICULARS OF SUBDIVIDED BUILDING/LAND

No. of buildings/blocks	
No. of storeys for each building/block	Building/Block No. No. of storeys Building/Block No. No. of storeys
No. of parcels in each building/block	Building/Block No. No. of parcels Building/Block No. No. of parcels
No. of provisional blocks, if any	
Nature of use of buildings/blocks	*Single-use/* multiple use
State type of use	Building/Block No. Type of use Building/Block No. Type of use
No. of subdivided land parcels, if any	
State type of use of land parcels, if any	Parcel/Unit No. Type of use Parcel/Unit No. Type of use
Total share units for development area	

PARTICULARS OF ORIGINAL PROPRIETOR

Name of original proprietor	
Address for service of notices	

PARTICULARS OF MANAGEMENT CORPORATION

Name of management corporation	
Address for service of notices	

(TO BE USED FOR EACH SUBDIVIDED BUILDING)

Building No./Block No. No. of Parcels/Units

Parcel No./Unit No.	Share units for the parcel/unit	Floor area of the parcel/ unit	Name, NRIC No./Passport No./address, telephone No. and email address of proprietor (Note 2)	If proprietor is not resident in Malaysia, address in Malaysia at which notices may be served on proprietor	Name, address and file reference no. of the solicitor acting for proprietor in the sale and purchase of the parcel (Note 3)

(TO BE USED FOR SUBDIVIDED LAND PARCELS)

No. of Land Parcels/Units

Land Parcel No./Unit No.	Share units for the land parcel/unit	Area of the land parcel/ unit	Name, NRIC No./Passport No. address, telephone No. and email address of proprietor (Note 2)	If proprietor is not resident in Malaysia, address in Malaysia at which notices may be served on proprietor	Name, address and file reference No. of the solicitor acting for proprietor in the sale and purchase of the parcel (Note 3)

Prepared and certified on(date) by:

.....

Signature of authorised signatory of developer/* management corporation

Name:

NRIC No./Passport No

Designation

* delete whichever is not applicable

Note:

- (1) For example, "Kondominium Pelangi".
- (2) To insert particulars of the last proprietor.
- (3) To insert particulars of the solicitor acting for the last proprietor.

FORM 19

[Subregulation 30(1)]

CERTIFICATE OF AMOUNT PAYABLE BY PROPRIETOR OR PROSPECTIVE PROPRIETOR

To:

[Name and address of person applying for certificate]

Name of *management corporation/*subsidiary management corporation:

..... Parcel No./Unit No.:
.....Building No./Block No. Name of proprietor on the Strata Roll
.....

1. We refer to your application dated
2. In respect of the above parcel owned by the above proprietor, we certify the following:
 - (i) The amount of Charges payable by the proprietor to the *management corporation/*subsidiary management corporation is RM
 - (ii) The amount of contribution to the sinking fund payable by the proprietor to *management corporation/*subsidiary management corporation is RM
 - (iii) The time and manner of payment of the Charges and contribution to the sinking fund is;

(state time and manner of payment)
 - (iv) The amount of arrears of Charges to the *management corporation/*subsidiary management corporation is RM (Note 1);
 - (v) The amount of arrears of contribution to the sinking fund of the *management corporation/*subsidiary management corporation is RM (Note 1);
 - (vi) The sum standing to the credit of maintenance account of the *management corporation/*subsidiary management corporation is RM
 - (vii) The sum in the maintenance account of the *management corporation/*subsidiary management corporation that has been committed or reserved for expenses already incurred by the *management corporation/*subsidiary management corporation is RM(Note 1);
 - (viii) The sum standing to the credit of the sinking fund account of the *management corporation/*subsidiary management corporation is RM (Note 1);
 - (ix) The sum in the sinking fund account of the *management corporation/*subsidiary management corporation that has been committed or reserved for expenses already incurred by the *management corporation/*subsidiary management corporation is RM (Note 1); and
 - (x) *The nature of the repairs and estimated expenditure by the *management corporation/*subsidiary management corporation is--

.....
(brief description of repairs and estimated expenditure, if any)

Dated:

.....

Signature of authorised signatory of *management corporation/*subsidiary management corporation

Name:

Designation:

* delete whichever is not applicable

Note:

(1) If none, state "NIL".

FORM 20

(Regulation 31)

NOTICE TO DEMAND PAYMENT OF SUM DUE BY PROPRIETOR

To:

[Name and address of proprietor]

* Parcel No./Unit No.: * Building No./Block No: Name of management corporation/ subsidiary management corporation:

WHEREAS you have committed a breach of the provisions of the Strata Management Act 2013 ("the Act") by-

*failing to pay to the management corporation under subsection 52(4) or 60(4) or 60(5) or 61(4) or 61(5) of the Act:

- *(a) charges in the sum of RM
- *(b) contribution to the sinking fund in the sum of RM

*failing to pay to the subsidiary management corporation under subsection 68(1) or 68(4) of the Act:

- *(a) charges in the sum of RM
- *(b) contribution to the sinking fund in the sum of RM

*failing to fully discharge your liability in respect of the amount of money lawfully incurred by the *management corporation/ subsidiary management corporation in the course of exercise of its powers or functions, or its duties or obligations, which according to subsection 59(3) of the Act and/or subsection 77(1) of the Act, is guaranteed by you as a proprietor, in the sum of RM

AND WHEREAS the said sum of RMhas become recoverable from you by virtue of the provisions of the Act mentioned above;

We as *the management corporation/ subsidiary management corporation, by virtue of the powers conferred by subsection 78(1) of the Act hereby demand payment of the sum due within the period of week(s) (Note 1) from the date of service of this notice and failing which we may file a summons or claim in a court of competent jurisdiction or in the Strata Management Tribunal for recovery of the said sum, or as an alternative, resort to recovery under section 79 of the Act for attachment of movable property.

AND TAKE FURTHER NOTICE that any proprietor who, without reasonable excuse, fails to comply with this notice commits an offence under subsection 78(3) of the Act and shall, on conviction, be liable to a fine not exceeding five thousand ringgit or to imprisonment for a term not exceeding three years or to both, and in the case of a continuing offence, to a further fine not exceeding fifty ringgit for every day or part thereof during which the offence continues after conviction.

Dated:
.....

Signature of authorised signatory of *management corporation/*subsidiary management corporation

Name:

Designation:

* delete whichever is not applicable

Note:

- (1) Not less than two weeks from the date of service of this notice.

FORM 21

[Subregulation 35(1)]

SWORN APPLICATION FOR WARRANT OF ATTACHMENT

Name of development area (Note 1)			
* Parcel No./Unit No.		*Building No./Block No.	
Name of *parcel owner/*proprietor			
Address of parcel/unit			
Name of *developer/*joint management body/*management corporation/*subsidiary management committee making the application			

To: The Commissioner of Buildings

[name of local authority]

I, (NRIC No./Passport No), of(state address) do hereby solemnly and sincerely declare that:-

- (1) *I am a director the above developer/*I am a member of the joint management committee of the above joint management body/*I am a member of the management committee of the above management corporation/*I am a member of the subsidiary management committee of the above subsidiary management corporation/*I am the managing agent appointed by the Commissioner under subsection 86(1)/* or subsection 91(3) of the Strata Management Act 2013 ("the Act").
- (2) A written notice under subsection *34(1)/*78(1) of the Act has been served on the above *parcel owner/*proprietor demanding him to pay to the *developer/*joint management body/* management corporation/*subsidiary management corporation by theday of20.....the sum of RM, the particulars of which are given below:

[brief description of the sum which has become recoverable]
- (3) The said sum of RMremains unpaid.
- (4) I hereby apply to the Commissioner of Buildings to issue a warrant of attachment authorizing the attachment of any movable property belonging to the above *parcel owner/*proprietor which may be found in the above stated parcel or elsewhere in the State of
- (5) I further apply that the person to execute the warrant shall be

..... (Note 2).

* delete whichever is not applicable

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declaration Act 1960.

Subscribed and solemnly declared)
 by the abovenamed)
 atin the State of)
 thisday of20.....)

Before me,

.....

(Signature of Sessions Court's Judge, Magistrate or Commissioner for Oaths)

Note:

- (1) For example, "Kondominium Pelangi".
- (2) Name of *officer of developer/*member of the joint management committee of joint management body/*member of the management committee of the management corporation/*member of the subsidiary management committee of the subsidiary management corporation/* name of managing agent, who is proposed to execute the warrant.

FORM 22

[Subregulation 40(2)]

RECORD AND STATEMENT OF SALE

To:

*(Name and address of defaulting *parcel owner/*proprietor)*

TAKE NOTICE that the attached movable property specified below were sold on (date) by auction under *subsection 35(8)/*subsection 79(8) of the Strata Management Act 2013.

- 1. The movable property that have been sold are:*(list the movable property sold)*
- 2. The proceeds of sale is: RM
- 3. The proceeds of sale have been applied in satisfaction of the following:

	Proceeds of sale	RM	RM
	Less:		
(a)	Sum due		
(b)	Prescribed fee paid to Commissioner of Buildings for application of Form A		

(c)	Expenses of maintenance of livestock, if any		
(d)	Cost of appointing auctioneer, if any		
(e)	Cost of advertisement, if any		
(f)	Cost of hiring watchman or watchmen, if any		
(g)	Cost of custody of movable property attached		
(h)	Administrative charge (RM300 or 3% of the amount due, whichever is higher)		
	Total of (a) to (h)		
	Surplus/Shortfall		

4. *The surplus amounting to RM is required to be collected from the office at (*state address*) within thirty days after the auction and if a claim is not so made the surplus shall be paid toas advance payment towards Charges and contribution to the sinking funds.

Or

*The shortfall amounting to RMmust be paid up by you within fourteen days failing which further proceedings shall be taken against you.

5. The movable property which have not been sold are:(*list the movable property not sold*).

The said movable property *have been left at(*state the premises or place where the movable property was attached*)/*are kept at a different place at (*state address of the different place*) and you are required to collect them within seven days after the auction from that place, and if not so collected, you shall have to pay storage charges of RMper day, and the said movable property shall be dealt with in any manner as deemed fit.

* delete whichever is not applicable

Dated

.....

Signature of person or body who carried out the auction

Name:

Designation:

FORM 23

[Subregulation 43(4)]

MANAGEMENT AGREEMENT WITH MANAGING AGENT APPOINTED BY COMMISSIONER OF BUILDINGS

A Management Agreement made on

Between

..... (name and address of developer or body who has the duty or is responsible to maintain and manage the building or land) (hereinafter called "the First Party");

And

..... (name, *NRIC No./ *Company No./ *Registration No.: and address of managing agent appointed by the Commissioner of Buildings) (hereinafter called "the Second Party").

WHEREAS

- (1) In accordance with the provisions of the Strata Management Act 2013 (hereinafter referred to as "the Act"), it is the duty and responsibility of the First Party to maintain and manage the *building/*land and the common property in the development area known as (state name of development area);
- (2) Pursuant to subsection 86(1)^ or subsection 91(3) of the Act, the Commissioner of Buildings has appointed the Second Party as managing agent to maintain and manage the said development area and the common property for a period commencing on(date) and ending on(date) (hereinafter referred to as "the management period");
- (3) Pursuant to subsection 86(2) of the Act, the Second Party shall enter into a management agreement with the First Party to carry out the duties and powers of the First Party as provided under the Act.
- (4) Pursuant to section 88 of the Act, the Second Party has lodged with the Commissioner of Buildings a bond for the sum of RM
- (5) The Commissioner of Buildings has agreed or has determined the remuneration or fees to be paid to the Second Party, and the First Party agrees to pay and the Second Party agrees to receive a remuneration or fees in the sum of RMper month (hereinafter referred to as "the managing agent's fees"), for each and every month during the management period or until the appointment of the Second Party has been terminated by the Commissioner of Buildings, whichever is earlier.

THIS AGREEMENT witnesseth as follows:

- 1. The Second Party agrees, covenants and undertakes with the First Party to carry out the duties and powers of the First Party as provided under the Act.
- 2. The First Party agrees that the managing agent's fees shall be charged to the maintenance account and that the Second Party who has control over the moneys in the maintenance account shall be entitled to pay the managing agent's fees from the said maintenance account.
- 3. This management agreement shall be in force until the end of the management period or until the appointment of the Second Party is terminated by the Commissioner of Buildings, whichever is earlier. The First Party shall not be entitled to terminate this management agreement.

IN WITNESS WHEREOF, the parties to this Management Agreement have hereunto affixed their respective hands on the day and year first written above.

Signed by)
for and on behalf of the First Party)
in the presence of:)

Signed by)
for and on behalf of the Second Party)
in the presence of:)

FORM 24

[Regulation 44]

BOND TO BE GIVEN BY *BANK*/FINANCIAL INSTITUTION*/INSURER

To:

Commissioner of Buildings

[Name and address of local authority]

Sir,

MATTER: APPOINTMENT OF [NAME OF MANAGING AGENT] AS MANAGING AGENT

WHEREAS pursuant to subsection 86(1)/*subsection 91(3) of the Strata Management Act 2013, the Commissioner of Buildings (hereinafter called "Commissioner") has appointed (*name and address of property manager*) (*NRIC No./Company No./Registration No.): ("the managing agent") to undertake the maintenance and management of the *buliding*/land and common property in the development area known as (Note 1) for a period commencing on and ending on ("the appointment period");

AND WHEREAS the managing agent shall not carry out such maintenance and management of the common property unless he has lodged with the Commissioner a bond in the sum of RM to be given by a bank or finance company or insurer, to make good any loss caused by the said property manager as a result of his failure to account for monies received or held by him;

AND WHEREAS in consideration of the said appointment, we (hereinafter called "Guarantor") at the request of the managing agent, irrevocably agree and undertake to guarantee the due and proper performance of managing agent to account for monies received or held by him.

NOW the Guarantor hereby agrees with the Commissioner as follows:

1. Upon receipt of the Commissioner's claim in writing, the Guarantor shall forthwith pay to the Commissioner the amount stated in his claim, notwithstanding any protest or contestation by the managing agent or the Guarantor or any third party, and without proof or conditions. Provided that the amount claimed by the Commissioner and the liability of the Guarantor shall not exceed the sum of Ringgit Malaysia (*state amount of sum guaranteed sum in words*)(RM)("Guarantee Limit").
2. The Commissioner may make any partial claim as may be required provided that the total of all partial claims shall not exceed the sum of the Guarantee Limit and the liability of the Guarantor to pay the Commissioner shall be reduced accordingly taking into account whatever partial payments that have been made by the Guarantor under this Guarantee.
3. The Guarantor shall not be discharged or released from this Guarantee by any arrangement entered into between the said property manager and the Commissioner, whether with or without the assent of the Guarantor, or by any alteration in the obligations

- agreed to by the said property manager, or by any forbearance whether as to performance, time, payment or otherwise.
4. This Guarantee shall be a continuing guarantee and shall be irrevocable and be valid until ("Initial Expiry Date"), that is twelve (12) months after the commencement date of the appointment period of the managing agent. Upon your request, this Guarantee shall automatically be extended for an additional period of one (1) year from the Initial Expiry Date ("Extended Guarantee Period"). The maximum aggregate sum that the Commissioner are entitled to under this Guarantee shall at all times not exceed the sum of the Guarantee Limit.
 5. The obligations and liability of the Guarantor under this Guarantee shall terminate when this Guarantee expires on the Initial Expiry Date or the Extended Guarantee Period unless before expiry a claim in writing has been made to the Guarantor to pay a specified sum which has not been paid in accordance with the said management agreement.
 6. All claims in connection with this Guarantee, if any, must be made within the validity period of the Guarantee or one (1) month from the expiry of this Guarantee, whichever is later.

IN WITNESS WHEREOF the hand of the Guarantor is hereunto affixed on the day and year first above written.

Signed for and on behalf of)
the Guarantor)	Name :
in the presence of)	Designation :
)	*Rubber stamp of Bank/Finance Company/ Insurer

.....

(Witness)

Name:

Designation:

*Rubber stamp of Bank/Finance Company/Insurer

** delete whichever is not applicable*

FORM 25

[Subregulation 46(1)]

NOTICE BY DEVELOPER OF INTENTION TO DELIVER VACANT POSSESSION

Name of developer	
Name of development area	
Title particulars of development area	
Total no. of buildings/blocks (including provisional blocks, if any)	
Total no. of land parcels or land intended to be subdivided as land parcels, if any	
Total no. of parcels/units (including land parcels or	

land intended to be subdivided as land parcels, if any) in the development area	
Total no. of *buildings/blocks intended for delivery of vacant possession to the purchasers	
Total no. of parcels/units (including land parcels or land intended to be subdivided as land parcels, if any) intended for delivery of vacant possession to the purchasers	

To:

The Commissioner of Buildings

[Name of local authority]

[address]

1. Pursuant to subregulation 46(1) of the Strata Management (Maintenance and Management) Regulations 2015, we hereby give you notice that we intend to deliver vacant possession to a purchaser in respect of the following building/land--

* In respect of subdivided building or building intended to be subdivided:

Building No./Block No. Parcel No./Unit No.

[brief description of the building and parcels intended for delivery of vacant possession]

* In respect of land parcels/ land intended to be subdivided as land parcels

Parcel No./Unit No.

[brief description of the land parcels intended for delivery of vacant possession]

2. The certificate of the estimated costs of construction from our *architect/*engineer in charge of the development is attached.
3. We enclose payment for the prescribed fee of RM (Cash/Cheque No.).

Dated:

.....

Signature of director of developer/*authorised signatory

Name:

NRIC No./Passport No

*Designation

* delete whichever is not applicable

[Regulation 47]

NOTICE OF AMOUNT OF DEPOSIT TO RECTIFY DEFECTS IN COMMON PROPERTY

Name of developer	
Name of development area	
Title particulars of development area	

To:

[Name and address of developer]

1. I refer to your notice of intention to deliver vacant possession in Form 25 which I received on
2. I hereby determine that the amount of deposit required to be deposited by you under subsection 92(1) of the Strata Management Act 2013 shall be the sum of RM
3. The said deposit in the sum of RM shall be paid by you to me in cash or bank guarantee before you hand over vacant possession of a parcel in the development area to a purchaser.

Dated

.....

Signature of Commissioner of Buildings/* authorised signatory

*[Name of local authority]***FORM 27**

[Subregulation 50(4)]

NOTICE OF CLAIM AGAINST COMMON PROPERTY DEFECTS ACCOUNT

Name of developer	
Name of development area	
Title particulars of development area	

To:

The Commissioner of Buildings

[Name of local authority]

*I/We(NRIC No./Passport No./Company No./Registration No) ofbeing a *parcel owner/proprietor of *Parcel No./Unit No*Building No./Block Noin the above development area hereby give notice of claim against the Common Property Defects Account, on the following grounds:

(brief description of defects to common property required to be rectified).

or

*Webeing the *joint management body/*management corporation/*subsidiary

management corporation for the above development area hereby give notice of claim against the Common Property Defects Account, on the following grounds:

..... (brief description of defects to common property required to be rectified)

Dated

.....

Signature of parcel owner/proprietor

or authorised signatory of *joint management body/*management corporation/ *subsidiary management corporation

Name:

NRIC No./Passport No./Company No./Registration No.:

*Designation:

* delete whichever is not applicable

FORM 28

[Regulation 59]

CERTIFICATE OF INSPECTION OF *INTER-FLOOR LEAKAGE/*DAMAGE TO A PARTY WALL

Name of development area	
Affected *Parcel No./Unit No.	
Building No./Block No.	
Name of *parcel owner/*proprietor of affected parcel	
Name of person or body managing the building and common property in the development area (e.g. the *developer/*joint management body/ *management corporation/ *subsidiary management corporation/ *managing agent appointed by Commissioner)	

To:

Name and address of *parcel owner/*proprietor of affected parcel.

and

Name and address of the party responsible to rectify inter-floor leakage/*damage to a party wall

1. I/We,the *developer/*joint management body/*management corporation/*subsidiary management corporation/*managing agent appointed by the Commissioner under subsection 86(1)/*subsection 91(3) of the Strata Management Act 2013, being the person or body maintaining and managing the above stated building and common property in the above stated development area hereby confirm that we have received a notice from the abovenamed *parcel owner/*proprietor of the above stated affected parcel on
2. In accordance with regulation 57 of the Strata Management (Maintenance and

Management) Regulations 2015, we have on carried out an inspection of the affected parcel other *parcels/units No/*the common property/*limited common property.

- 3. We have determined that the cause of the inter-floor leakage/*damage to a party wall is due to the following defect--

.....

[briefly describe the defect that has caused the *inter-floor leakage/*damage to a party wall].

- 4. We have determined that the party responsible to rectify the defect that has caused the *inter-floor leakage/*damage to a party wall to be[state name and address of party responsible and *parcel no./unit no. if applicable]

Dated:

.....

Signature of authorised signatory for *developer/*joint management body/*management corporation/*subsidiary management corporation/*managing agent appointed by Commissioner, who carried out the inspection

Name:

NRIC No./Passport No.:

Designation:

FORM 29

[Regulation 68]

ORDER REQUIRING ATTENDANCE OF ANY PERSON

To:

[Name and address of person required to attend before Commissioner]

WHEREAS the Commissioner or its authorised officer is investigating the commission of an offence under the Strata Management Act 2013, namely that--

.....

(brief description of offence being investigated)

AND WHEREAS it appears to the Commissioner or its authorised officer that you are a person acquainted with the facts and circumstances of the above case.

TAKE NOTICE THAT you are hereby ordered to attend before the Commissioner or its authorised officer at(state place to attend) on(state the day), theday of 20.... at a.m./p.m.

IF you refuse to attend as required, the Commissioner or its authorised officer may report such refusal to a Magistrate who shall issue a summons to secure your attendance.

Dated

.....

Signature of Commissioner of Buildings/*authorised signatory

[Name of local authority]

FORM 30

[Regulation 69]

ORDER TO PROVIDE TRANSLATION

To:

[Name and address of person required to provide translation]

WHEREAS the Commissioner or its authorised officer in the exercise of the powers under the Strata Management Act 2013 ("the Act"), has seized, detained or taken possession of the following book, register, document or other records, namely--

.....

(brief description of documents seized or detained or taken possession of)

AND WHEREAS you are the person who had possession of the above book, register, document or other records.

TAKE NOTICE THAT you are hereby required to furnish to the Commissioner or its authorised officer at *(state place to furnish translation)* on or before [state the day,] the day of20....., an accurate, faithful and true translation in Bahasa Malaysia of the following book, register, document or other records, namely--

.....

(brief description of documents that require translation)

IF you refuse to furnish the translation as required or if you knowingly furnish a translation which is not an accurate, faithful and true translation, you commit an offence under subsection 134(3) of the Act and shall, on conviction, be liable to be a fine not exceeding one hundred thousand ringgit or to imprisonment for a term not exceeding three years or to both.

Dated

.....

Signature of Commissioner of Buildings/*authorised signatory

[Name of local authority]

THIRD SCHEDULE

STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015

(Regulations 5 and 28)

BY-LAWS

PART 1**PRELIMINARY****1. Application**

(1) The by-laws set out in this Third Schedule and any additional by-laws made under the Strata Management Act 2013 ("the Act") shall bind the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and the purchaser, parcel owners or proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel to the same extent as if the by-laws or the additional by-laws have been signed or sealed by each of the person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the by-laws or additional by-laws.

(2) These by-laws shall apply to any development area:

- (a) during the management by the developer before the joint management body is established, under Chapter 2 of Part IV of the Act;
- (b) during the management by the joint management body, under Chapter 3 of Part IV of the Act;
- (c) during the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
- (d) during the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and
- (e) during the management by the subsidiary management corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Act.

2. Interpretation

(1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:

- (a) a reference to the "management corporation" shall be construed as a reference to the developer (during the developer's management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
- (b) a reference to the "management committee" shall be construed as a reference to the joint management committee or the subsidiary management committee;
- (c) a reference to the "proprietor" shall be construed as a reference to the purchaser or parcel owner; and
- (d) a reference to "share units" shall be construed as a reference to the allocated share units.

(2) In these by-laws or any additional by-laws made under the Act, "building" means buildings if more

than one, and includes part of a building.

(3) Any reference to a purchaser, parcel owner or proprietor shall include his family or any chargee, assignee, lessee, tenant, occupier or invitee of his parcel.

PART 2

THE MANAGEMENT CORPORATION

3. Functions of the management corporation

The management corporation shall--

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade, the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, convenience store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to the proprietor, or to a person authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;
- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

4. Common property for common benefit

The management corporation shall control, manage and administer the common property for the benefit of all the proprietors provided that the management corporation may, by written agreement with a particular proprietor, grant him for a defined period of time, the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it subject to appropriate terms and conditions to be stipulated by the management corporation.

5. Provision of amenities or services

The management corporation may make an agreement with a particular proprietor for the provision of amenities or services by the management corporation to or in respect of his parcel.

6. Defaulters

(1) For the purpose of these by-laws--

- (a) a defaulter is a proprietor who has not fully paid the Charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management corporation under the Act at the expiry of the period of fourteen days of receiving a notice from the management corporation; and
- (b) any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.

(2) If any sum remains unpaid by the proprietor at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, the proprietor shall pay interest at the rate of ten per cent per annum on a daily basis or at such rate as shall be determined by the management corporation at a general meeting, until the date of actual payment of the sum due.

(3) The management corporation may prepare a defaulters' list showing the names of the defaulting proprietors, their respective parcels and the amount of the sum that remains unpaid, and may display the list of defaulters' names on the notice boards in the building provided that such list shall be updated by the management corporation at the end of every following calendar month.

(4) The management corporation may, at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that the any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding ringgit fifty that may be imposed by the management corporation for the reactivation of his electromagnetic access device. During the period of the deactivation of his electromagnetic access device, the management corporation may require the proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance for entry into or exit from the building or the development area.

(5) The management corporation may stop or suspend a defaulter from using the common facilities or common services provided by the management corporation, including any car park bay in the common property that has been designated for the use of the defaulter.

(6) The management corporation may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as the management corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6(5) of these by-laws.

(7) The management corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

7. Powers of a management corporation to impose a fine

(1) The management corporation may by a resolution at a general meeting impose a fine of such amount as shall be determined by that general meeting against any person who is in breach of any of these by-laws or any additional by-laws made under the Act.

(2) All fines imposed under subparagraph 7(1) of these by-laws shall be a debt due to the management corporation and upon payment shall be deposited into the maintenance account.

PART 3

THE PROPRIETOR

8. General duties of a proprietor

A proprietor shall--

- (1) promptly pay to the management corporation the Charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to the management corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit the management corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of--
 - (a) investigating leakages or other building defects;
 - (b) maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
 - (c) maintaining, repairing, renewing or upgrading the common property; and
 - (d) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under the Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;
- (5) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, damage by fire, storm, tempest or act of God excepted, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless the management corporation has resolved that it will keep clean the glass or specified part of the glass or the glass or part of the glass that cannot be accessed safely or at all by the proprietor;
- (6) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages to any other parcel or the common property or so as not to cause any annoyance to the proprietors of other parcels in the development area;
- (7) forthwith repair and make good at his own cost and expense any damage to his parcel if such damage is excluded under any insurance policy effected by the management corporation and to carry out and complete such repair within any time period specified by the management corporation, failing which the management corporation may carry out such repair and the cost of so doing shall be charged to the proprietor and shall be payable on demand;
- (8) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other proprietor or the families of such proprietor;
- (9) not use or permit to be used his parcel contrary to the terms of use of the parcel shown in the plan approved by the relevant authority;
- (10) notify the management corporation forthwith of any change in the proprietorship of his parcel or any dealings, charges, leases or creation of any interest, for entry in the strata roll; and
- (11) use and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other proprietors.

9. General prohibitions for a proprietor

A proprietor shall not-

- (1) use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area;
- (2) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management corporation in a general meeting shall decide; and
- (3) throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse chutes or in refuse bins in common refuse chambers provided in the building.

10. Prohibition of nuisance

(1) A proprietor shall not use language or behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.

(2) A proprietor shall take all reasonable steps to ensure that his invitees, including customers and staff, do not behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.

(3) In a building or part of a building used for any residential or dwelling purposes, the sound of any electrical and electronic equipment, apparatus or appliance, or any musical instrument used in a parcel or the common property shall be kept at a low volume after 11.00 p.m. so as not interfere with the quiet rest or peaceful sleep of the other proprietors unless prior written approval for a specific function and specific duration has been obtained from the management corporation.

(4) A proprietor shall not use as fuel any substance or material or do anything in his parcel which will affect the peaceful enjoyment of any other proprietor or which may dirty or discolour the exterior of his parcel or other parcels or the common property.

11. Appearance, façade and colour of the exterior of parcel

A proprietor shall not change the appearance, colour code and façade to any part on the exterior of his parcel without the prior written approval of the management corporation and, where necessary, the approval of the appropriate authority.

12. Storage of inflammable or explosive materials

(1) In a building or part of a building used for any residential or dwelling purposes, a proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall not be in excess of the quantity reasonably required for domestic purposes.

(2) Nothing in these by-laws authorises or nothing in the additional by-laws shall authorise any proprietor to use or store in his parcel or the common property, any inflammable or explosive chemical, liquid, gas and material that contravenes any written law regulating the use or storage of such substances or materials.

13. Pest control

A proprietor shall take all necessary steps to prevent his parcel from infestation by termites, vermin, rodents, pests and insects provided that any netting installed shall first be approved by the management corporation.

14. Keeping of animals

(1) In a building used for residential or dwelling purposes, a proprietor shall not keep any particular animal in his parcel or on the common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety or health of the other proprietors or which contravenes any written law or rules and regulations of the relevant State or the local authority.

(2) A proprietor who is in breach of sub-paragraph 14(1) of these by-laws, shall within three days upon the receipt of a written notice from the management corporation remove the particular animal from the building. If he fails to do so, the management corporation may take whatever action deemed necessary to remove the particular animal from the building and--

- (a) all cost incurred shall be charged to and imposed on the proprietor, and
- (b) the management corporation shall not be liable for any damage reasonably caused to the property of the proprietor in the process of removing such animal.

15. Drying of laundry

In a building used for residential or dwelling purposes, a proprietor shall not, except with the prior written approval of the management corporation, hang any washing, towel, bedding, clothing or other article on any part of his parcel in such a way as to protrude outside his parcel, other than at the areas designated for such purpose and leave them there only for a reasonable period.

16. Compliance with by-laws

(1) Every proprietor shall at all times comply with these by-laws or any additional by-laws made under the Act.

(2) The management corporation may require any proprietor who despite being cautioned, persists in the breach of any of these by-laws or additional by-laws, to leave the common property immediately.

(3) In the event of a breach of any of these by-laws or additional by-laws by a proprietor, he shall at his own cost immediately remedy or make good the breach to the satisfaction of the management corporation.

(4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these by-laws or additional by-laws by any proprietor, the cost incurred by the management corporation in carrying out the repairs shall become a debt due to the management corporation and shall become recoverable from that proprietor by the management corporation.

(5) A proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these by-laws or any additional by-laws.

PART 4

THE COMMON PROPERTY

17. Identification

(1) The management corporation may require any person on the common property to identify himself for security purposes.

(2) The management corporation may require any person who refuses to comply with paragraph 17(1) of these by-laws and who is not a proprietor to leave the common property or the development area immediately.

18. Fire fighting installation or equipment

(1) A proprietor shall not remove or tamper with any fire fighting installation and equipment installed in the building or the common property.

(2) A proprietor shall not do anything in his parcel or on the common property that is likely to--

- (a) affect the operation of any safety installation, equipment or devices, or reduce the level of fire safety in the building or the common property; or
- (b) create a hazard or danger to any other proprietor in the building or any person lawfully using the common property.

(3) A proprietor shall not leave unattended any stove, fire or heating appliance that may cause a fire to the building due to overheating of the stove or heating appliance.

19. Notices and signs

A proprietor shall observe and comply with all notices and signs put up or installed by the management corporation in the common property, and no proprietor shall remove nor deface any of such notices and signs.

20. Prohibition of obstruction

(1) All fire escape routes, including but not limited to, the stairways, landings and passageways in the building or the common property shall not be obstructed by the proprietor at any time.

(2) The management corporation may without prior notice, remove or confiscate any property of a proprietor, including but not limited to, bicycles, potted plants, vases, furniture, trolleys, boxes, goods or objects of any kind whatsoever. The management corporation may put up a notice of any removed or confiscated property which may be claimed by the proprietor within fourteen days from date of the notice subject to payment to the management corporation of a charge not exceeding two hundred ringgit. If a removed or confiscated property is not claimed at the expiry of the period of fourteen days, the management corporation may discard or dispose of such property as it deems fit without any liability to the proprietor.

(3) No unauthorized activities shall be permitted in the common property. The management corporation may refuse to permit or allow any activity which, in the opinion of the management corporation, may pose a danger or nuisance to other proprietors.

21. Garden, lawns and potted plants

(1) A proprietor shall not damage any lawn, garden, tree, shrub, plant or flower in the common property.

(2) A proprietor shall not use any part of the common property for the purpose of his own garden, except with the prior written approval of the management corporation.

(3) The lawns, garden, tree, shrub, plants and flowers in the common property are for the enjoyment of the proprietors and enhancement of the aesthetic value of the building and no person may remove any plant or vegetation in the common property except with the prior approval of the management corporation.

(4) Any potted plant or flowers situated in a parcel shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring parcels or the common property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.

(5) A proprietor shall ensure that any potted plant or flowers or any other solid objects placed, hung or

displayed on the perimeter of his parcel shall not fall from the parcel or cause any harm or damage to a proprietor of any other parcel or the common property.

22. Encroachment on common property and other parcels

(1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.

(2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of the management corporation. An approval given by the management corporation shall not authorise any additions to the common property.

(3) A proprietor may install--

- (a) any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
- (b) any screen or other device to prevent entry of animals or insects into his parcel; or
- (c) any safety structure or device to prevent children from harm;

Provided that such installations shall not encroach on any part of the common property and any locking or safety device, screen, any other device or structure shall be installed by the proprietor in a competent and proper manner and shall have an appearance that will complement the building and shall be in keeping with the appearance of the rest of the building.

(4) A proprietor shall not leave or store any of his personal belongings such as shoes, potted plants and flowers, cabinets, shelves, vehicles and the like on the common property except with the prior written approval of the management corporation.

23. Furniture, fixtures and fittings

(1) Any furniture on the common property, including tables, chairs, settees, benches and deck chairs are provided for the enjoyment and comfort of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person and shall not be removed or altered by any proprietor without the permission of the management corporation.

(2) All fixtures and fittings, devices, equipment and installation on the common property, including trolleys, light fittings, timers, door closers, card readers, CCTV cameras, smoke detectors, fire extinguishers, hose reels and nozzles, break glass alarms, safety railings and refuse bins, are provided for the safety and convenience of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person.

24. Children playing on common property

In a building used for residential or dwelling purposes, a proprietor shall take all reasonable steps to ensure that any child of whom he has control, when playing on the common property or any of the facilities thereon, shall not cause any harm to themselves or cause any vandalism or damage to the common property or create any noise or nuisance likely to interfere with the peaceful enjoyment of the other proprietors.

PART 5

VEHICLES

25. Vehicles

(1) Every vehicle shall be properly parked in the designated parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improperly parked vehicle may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case-

- (a) the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and with any towing cost and holding charge actually incurred by the management corporation; and
- (b) the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

(2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case-

- (a) the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by the management corporation; and
- (b) the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle

(3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.

(4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.

(5) Any person using the car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.

(6) All vehicles shall be driven carefully and safely in the development area.

(7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

PART 6

DISPOSAL OF SOLID WASTE

26. Solid waste disposal

(1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of

the building or common property.

(2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.

(3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.

(4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.

(5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.

(6) A proprietor shall not--

- (a) dispose his refuse into any sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
- (b) allow any object, refuse or rubbish of any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
- (c) deposit or throw or let fall onto another parcel or the common property, any rubbish, dirt, dust or discarded item or material;
- (d) dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
- (e) throw live cigarette butts into any refuse receptacle.

PART 7

RENOVATIONS

27. Renovation works and repairs

(1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from the appropriate authority.

(2) In giving approval for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovations works and may require that the renovation works be completed within a certain time.

(3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, and a copy the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If

the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall be deemed rescinded forthwith.

(4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.

(5) Renovation waste or refuse shall not be discarded by a proprietor or his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor or his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.

(6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.

(7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damages is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.

(8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.

(9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.

(10) A proprietor shall ensure that any renovation or repair works to his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

28. Restrictions in renovation works

(1) Unless prior approval in writing has been obtained from the appropriate authority and the management corporation, a proprietor shall not-

- (a) construct another floor level to his parcel (e.g. to split the level of any portion of the existing floor in the parcel by adding platforms);
- (b) relocate any external door or window of his parcel;
- (c) remove or make changes to any building safety feature in his parcel and notwithstanding such approvals, the proprietor shall indemnify and keep indemnified the management corporation against any liability which may be incurred or suffered as a result of such removal;
- (d) shift any plumbing and sewerage system in a parcel;
- (e) change or upgrade the whole electrical system in a parcel; or
- (f) illegally connect or tap electricity supply.

(2) In carrying out any renovation works or repairs to his parcel, a proprietor shall not:

- (a) exceed the maximum permissible limit on the drilling or hacking of the shear wall for rewiring of electrical points;
- (b) exceed the maximum permissible floor loading; and
- (c) remove or strip any building joint sealant in his parcel or any part of the common property;

(3) A proprietor shall not tap water or electricity supply from the common property unless prior approval in writing is given by the management corporation.

29. Other prohibitions

(1) Hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300 mm of any concealed or embedded pipes and electrical conduits. A proprietor shall ensure that all contractors are required to use a metal detector before any hacking or drilling of such walls, or punching of nails or screws into walls. The proprietor shall ensure that the contractors are also required to check the as-built building plans and drawings kept at the office of the management corporation.

(2) A proprietor shall not cause or permit any fitting or fixture or any alteration or change to be made to the exterior of his parcel that will affect or change the appearance of the common property or building facade or encroach onto any part of the common property without the prior written approval of the management corporation. Building facade shall include external windows, balconies, terraces, common areas, open areas and all other visible parts of the building which constitute or form part of the exterior appearance of the building.

(3) A proprietor shall not install any television/radio antenna or disc on the rooftop or on any external part of the building without the written consent of the management corporation.

(4) Save and except for air-conditioning condensers which are already installed, the installation of outdoor air-conditioning condensers shall be positioned at the designated areas approved by the management corporation. The mounting of any air-conditioning condenser on any other exterior areas of the building is strictly prohibited. All exposed pipes are to be laid in suitable conduits/ducts and to be painted according to the colour of the exterior building façade. The outlet of the discharge pipe shall be placed at the nearest floor trap provided at the approved designated area or connected to a common designated discharge pipe, as the case may be. A proprietor shall ensure that his contractor installs all air-conditioner units according to the standard specification and such air-conditioner units shall not cause vibration, annoyance and discomfort to other occupiers.

PART 8

DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

30. Power of management corporation to take proceedings as agent for proprietors in case of defects to parcels

Where--

- (a) the condition of any parcel in the development area affects or is likely to affect the support or shelter provided by that parcel for another parcel in the same building or the common property, or causes or is likely to cause damage or destruction to another parcel or any property therein in the same building or the common property; and
- (b) the proprietor of the parcel in that condition has neglected or refused within a reasonable time of two written notifications of at least fourteen days each from the management corporation to take such action as is necessary to have that condition rectified;

the management corporation may as agent for the proprietor of the parcel in that condition take such actions and proceedings as are necessary to have that condition rectified and the management corporation may recover the cost and expense of such actions and proceedings from the proprietor of the parcel in that condition as a debt due to the management corporation.

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DATUK ABDUL RAHMAN DAHLAN
Minister of Urban Wellbeing, Housing and Local Government