

# Artistic touch

> Displaying, exhibiting and showcasing art in interiors

**W**HEN it comes to boosting the character and flamboyance of a room, nothing does it better than art. "Regardless of a person's knowledge, budget or taste in art, anyone can decorate their home with it," says interior designer Gerard Chen.

In fact, showcasing artwork can turn dreary and dull walls into something more vibrant and outstanding. Art pieces can also act as conversation pieces. They can also be established according to a theme in one's interior decor. However, to get the most out of an artistic display, certain guidelines need to be followed. "And these below will ensure your artwork balances and enhances a room instead of overpowering it," says Chen.

## SIZE MATTERS

A key element when decorating with art is the size of the piece in relation to the rest of the room. The position of the art is also important and must also be coherent with the scale of the room, otherwise it might either take too much attention away or become obscured by other objects.

"A collection of artwork always requires a mainstay or anchor close to it (usually a couch, console table or headboard in the bedroom), and this selected item will dictate the scale of the art display. As a rule of thumb, the artwork should not be the same size as the anchor. A better choice would be to put up a painting which is roughly 2/3 the width of the anchor. Position the piece so that its centre is roughly 50 inches from the floor with the lowest point roughly 10 inches higher than the anchor's back," advises Chen.

## SPACE IT RIGHT

Overcrowding can spoil the positive effects that artwork and paintings have on one's home. There is a minimum amount of space required between artistic pieces, in order for them to remain independent and in context. "If the (collection of) artwork is related, at least two inches should be visible between frames. This is so that the display looks like a specific, cohesive collection instead of random chaos," Chen reveals.

If the (collection of) artwork is not related by subject, then the various pieces should be kept apart. "If a homeowner has 10 pieces of



completely unrelated art hung up, then the room would lose its focal point and the art becomes an obscured background, instead of points of interest," Chen reasons.

## THEMED TO PERFECTION

Identifying the style or theme of a room is helpful in deciding what type of art it should have. "An example of this would be a beach theme in the children's room. All art pieces should somehow be related to this theme," he adds.

The materials used and colour patterns of the artwork, and how

they relate to the room's other features (i.e. the lighting, fan, accessories), should also be taken into consideration when choosing pieces to display. Styles should blend in naturally with the other elements of the room in question.

From wallpaper to the purpose of the area or room itself, your chosen art piece to display should have some form of connection. Let us use the kitchen in this case. You could style the area using light curtains, upholstery with small motifs or wallpaper with light designs, all with hints related to the kitchen



PHOTO: ADDSARTICLES.COM

or F&B. Then make a statement by hanging up a more ostentatious painting, also pertinent to cookery and comestibles.

## MAKE A STATEMENT

Sometimes, one can theme and match the entire area or whole interiors in muted tones and break the monotony by displaying a "talking piece". Art pieces of this nature usually stand out in terms of size, shape, colour or texture, and its characteristics are different, rather unusual from whatever else is in the surrounding.

A good example is a house in black and white, which has a huge, unusually shaped sofa thrown right



PHOTO: BLOG.FINSAHOME.CO.UK

smack in the middle of the living room ... and in shocking pink!

## DIFFERENT ARTWORKS FOR DIFFERENT THEMES

Stumped on what artwork to use for different rooms? Here are some examples:

- ▶ Floral, botanical, food or fruit inspired art for country-styled rooms (bedroom, dining, kitchen)
- ▶ Black and white art for eclectic rooms (living room, bathroom)
- ▶ Landscape art for contemporary rooms (living, dining, home office)



## ART SAVVY

Art does not have to be expensive. Here are five ways to acquire art without burning a hole in one's pocket.

- ▶ **Recycle calendars:** The best part is, calendars are usually themed.
- ▶ **Make use of travel mementos:** Decorate with those sea shells from your trip to the beach by framing it up or even use artifacts from yesteryear like a violin or an old guitar.
- ▶ **Children's art:** Who says four-year-old doodles and pieces of art only



PHOTO: COOLWALLART.COM



belong on the fridge? Pair it with some fancy frames and display it for everyone.

- ▶ **Browse through your collections:** Got a wide stamp collection? How about an assortment of caps or matchboxes and such - these make great and interesting pieces of art.
  - ▶ **Wall décor quotes:** Did you know that you can turn your favourite inspirational messages and quotes into pieces of art? Try it! These act as calm-me-downs and pick-me-ups, apart from being aesthetically pleasing to the eye.
- There is art in everything around us ... all you need to do is be creative!*

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# Urban rejuvenation project **PART 3**

## > Transformation of Gombak River and its surroundings

**C**ONTINUING from last month's "Land with good DNA" series of articles, we bring to light the upcoming transformation plan for the area surrounding the Gombak River and Jalan Pahang, dubbed the "Northern Gateway of Kuala Lumpur", embracing a 3km stretch of river development. It involves some 320 acres following a "River of Life" (ROL) concept.

This mixed development project under Ekovest and MRCB will see the launching of KL River City (KLRC), a world class river

corridor that will include Eko Gateway, The Reach @ Titiwangsa, Eco Park Place, Ekoavenue, Hospital Hijau, Puaah Pond, Eko Quay and EkoTitiwangsa for now.

### IMPROVED CONNECTIVITY

Four additional entrances/exits are in the pipeline with four slip roads leading in and out of the DUKE Highway and two more to the DUKE 2 Elevated Highway. Strategically located within the fringe of KL City, the new development site is just a 10-minute drive away from city centre.

The development is also well connected and in close proximity to other major highways like the MRR2, Mahameru Highway and Sentul Link. It will also be serviced by the Sentul Timur LRT.

### ENHANCED WATER SYSTEM

The Gombak riverscape will undergo major transformation. Other than being visually attractive, the flood mitigation and water system employed,

called the Great River System, will have many benefits and advantages in terms of preventing flooding. It is built similar to the San Antonio River tunnel project. Once completed, the entire development project will speak for itself, looking at the breathtaking sketches of the artist's impressions, reflective of Australia's Yarra River, America's San Antonio River Walk and South Korea's Cheonggyecheon River Restoration programme.

### EKOTITIWANGSA

This mixed development project of Ekovest Berhad will include serviced apartments which are already on the drawing board. EkoTitiwangsa will span 2.91 acres of freehold land, offering three towers of 50, 40 and 36 storeys of living space with many layout and size options to suit all budgets, lifestyles, wants and needs.

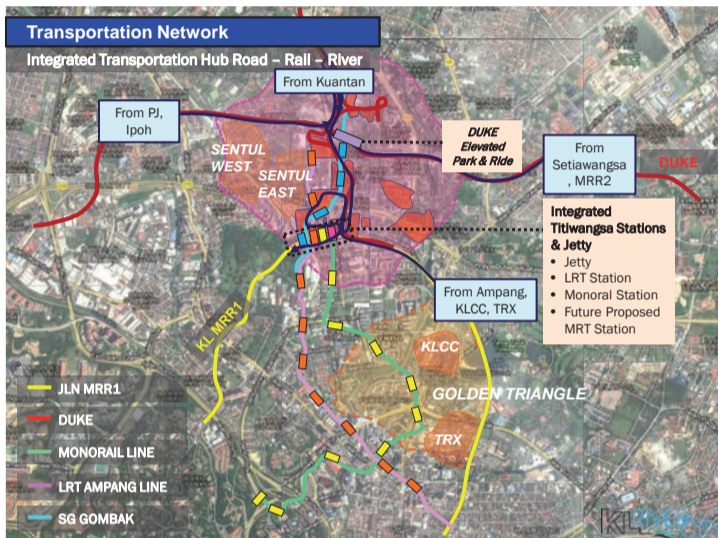
From the Genting view to the KLCC and River City view, 1,297 car parking lots will be

allocated for units ranging between 819 sq ft and 1,400 sq ft. Facilities are aplenty and include an infinity and wading pool, a children's playground, a gym and sauna, a surau and much more.

### THE KLRC VISION

Other than the aim to rejuvenate the northern section of KL and turn it into a world-class river city, here are some other points, the vision behind this transformation plan:

- to use holistic precinct planning in creating a self-sustaining development;
- to revitalise the river with a serene landscape;
- to transform and modernise the northern part of KL city's skyline and lifestyle;
- to encourage and open up new business opportunities to help create higher income status;
- to adopt a seamless integration with the road and urban public transportation system; and
- to create a new tourist destination.



**Surrounding areas within close proximity to the KLRC project**

- ▶ Taman Segambut
- ▶ Taman Million
- ▶ Taman Dato' Senu
- ▶ Sentul
- ▶ Gombak
- ▶ Setapak
- ▶ Taman Tasik Titiwangsa

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## Keeping dengue at bay

**SINCE** January 2015, there have been over 40,000 cases and 157 deaths reported due to dengue in Malaysia. According to Health Minister Datuk Seri Dr S. Subramaniam, Malaysia is currently on the brink of reaching at one of its largest dengue outbreaks to have ever been recorded. The public are urged to take extra precautionary measures in dealing with the epidemic.

With the 30% increase in the reported cases this year (compared to the year before), the symptoms for the disease have also progressed to become a lot more detrimental and deadly. In fact, many of the afflicted patients are said to have suffered liver failure, pneumonia and brain haemorrhage.

Living in a tropical country where dengue fever is common, it is important to constantly monitor and ensure we do not cultivate breeding ground for dengue mosquitoes in our place of work or at home. The public is also urged to avoid outdoor activities at dawn, dusk and early evenings as these are typical times when the dengue mosquitoes are rampant.

### PREVENTION BETTER THAN CURE

Those who intend to take additional precaution should consider screening the house with nets or screens that help keep mosquitoes at bay. MagicSeal is a premium quality brand that offers magnetic insect screens that are built to measure. The magnetic screens are imported directly from New Zealand. Established in 1987,



MagicSeal have collaborated with renowned names such as Phifer Inc and 3M, known for its products that help keep pests and dust out from the interiors of living and working spaces. In keeping with convenience, MagicSeal is made of a flexible fibreglass mesh that is tailored to specifications.

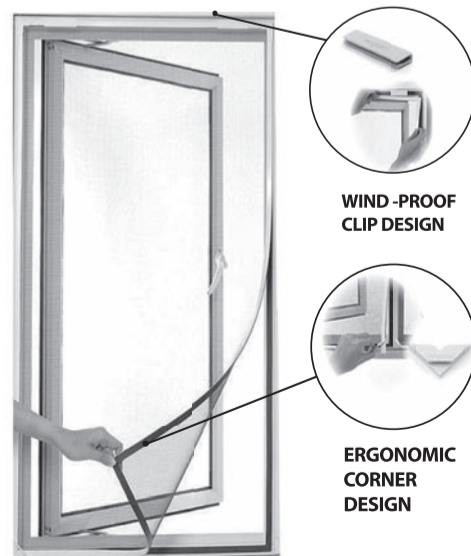
It uses a magnetic sealing system that allows easy access when installing or removing to clean. MagicSeal screens also come in a variety of colours to suit door and window frames or interiors. Using a special tension technique, this allows the screen to be almost invisible, having no effect on ventilation and allowing natural lighting within.

With the rising number of dengue cases, the idea of prevention being better than cure may be something we should give a second thought to. For more information, log on to the MagicSeal official local website.

## STOP DENGUE BEFORE IT KILLS 24 HOURS PROTECTION



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# Demise of *the* Deed of Mutual Covenants

> Amendments to local Strata Title and Housing Development Acts

BY DATUK PRETAM SINGH  
DARSHAN SINGH

**T**HE property industry in Malaysia has gone through a turbulent time in the last two months. This is due to the amendments to the following Strata Titles 2013 Acts – Strata Management Act 2013 was enforced on June 1, Strata Management (Maintenance & Management) Regulations 2015 on June 2, 2015 and Strata Management (Strata Management Tribunal) Regulations 2015 on July 1.

Simultaneously, the Housing Development (Control and Licensing) (Amendment) Act 2012 came into force on June 1, the Housing Development (Housing Development Account) (Amendment) Regulations 2015 on June 2 and the Housing Development (Control and Licensing) (Amendment) Regulations 2015 and Strata Management (Strata Management Tribunal) Regulations 2015 on July 1.

With GST recently enforced on commercial property from April 1, certainly it has not been business as usual for developers, bankers and house purchasers, as far as property development in the country is concerned.

These amendments are a veritable legal porcupine bristling with interesting and complex points of the law, which needs to be addressed by all concerned for the betterment of the industry.

## DEED OF MUTUAL COVENANTS

It has been common practice that all strata parcels in the country be governed by the Deed of Mutual Covenants, which spells out the dos and don'ts in a strata community, both high rise and landed.

It is indeed interesting to note that notwithstanding Hue-Siew Kheng's (JC) strong condemnation regarding Woon Brothers Construction Sdn Bhd vs Mewahrembang Sdn Bhd [2009] 1 LNS 1015 that: "To the extent that the provisions of the Deed

of Mutual Covenants are inconsistent with the Sale and Purchase Agreement, these provisions are illegal and unenforceable against the purchaser".

Yet lawyers and developers use their drafting and crafting skills to churn out pages and pages on DMC, sometimes nearly 75 to 80 pages.

## SECTION 148 STATES:

This, however, came to an end on

June 2, 2015 as Section 148 of the Strata Management Act states that:

"On the coming into operation of this Act, in a local authority area or part of a local authority area or in any other area, the provisions of any written law, contracts and deeds relating to the maintenance and management of buildings and common property in as far as they are, contrary to the provisions of this Act, shall cease to have effect within the local authority area or that to the other area."

And all contracting out from the Strata Management Act is strictly prohibited.

## SECTION 149 STATES:

1) "The provisions of this Act shall have effect notwithstanding any stipulation to the contrary in any agreement, contract or arrangement entered into after the commencement of this Act.

2) "No agreement, contract or arrangement, whether oral or

wholly or partly in writing, entered into after the commencement of this Act shall operate to annul, vary or exclude any of the provisions of this Act."

"By-laws" means the by-laws which are in operation in respect of the building or land intended for subdivision into parcels or the subdivided building or land, and the common property as:

a) prescribed by the regulations made under section 150 for regulating the control, management, administration, use and enjoyment of the building or land intended for subdivision into parcels or the subdivided building or land, and the common property; or

b) provided for, in any additional by-laws made under section 32, 70 or 71.

## REGULATION 28 OF THE STRATA MANAGEMENT REGULATION SPELLS OUT THAT:

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.

Thus from June 2, the only surviving DMC is the Third Schedule of the Regulation, thus making the Third Schedule the standard DMC for all strata parcel owners in the country.

Follow our column next week to learn of the Third Schedule (Standard DMC) relevant to all strata parcel owners in the country.

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## South Quay Plaza set to grace London's skyline

**BERKELEY HOMES** South East London Ltd has launched the first phase of South Quay Plaza, UK's tallest residential development located in the historical London Docklands. A vibrant mixed-use and sustainable waterside development that is set to complement the London skyline, South Quay Plaza comprises a 68-storey, 220m tower and a smaller 36-storey tower.

Encompassing more than a million sq ft, the development features 888 residential properties, including 188 affordable homes as well as commercial space for cafes, shops and restaurants.

The plans also include over 1.6 acres of public space, including a new dockside promenade and a pocket park. With proximity to London City Airport, it provides excellent business links to New York, Paris and Zurich. This will be

further enhanced with the arrival of the Crossrail in 2018 connecting Heathrow to Canary Wharf in less than 40 minutes.

South Quay Plaza offers a selection of light and spacious, studio, one, two or three bedroom apartments and penthouses. Conceptualised to embody modern urban living, each space within every property has been carefully considered and meticulously designed. Meanwhile, the iconic stepped tower structure will be built at a 45 degree rotation to maximise view of the surrounding streets and waterways. Each apartment comes with floor-to-ceiling windows which offer a panoramic view of the city's skyline.

Residents will benefit from an exclusive, state-of-the-art health club and spa, complete with a 20m double height panoramic swimming

pool, while the entire 56th floor is dedicated to a residents' club lounge that includes a bar, screening room, business lounge and an enormous terrace with an outside bar and dining facilities. Additionally, a 24-hour concierge service will be on hand to provide assistance, from booking restaurants to organising transportation.

Berkeley Homes (South East London) managing director Harry Lewis said: "At Berkeley Homes, all of our developments are designed not only to be fantastic places to live



but also to permanently enhance the neighbourhoods in which they are located. At South Quay Plaza, we have gone one step further by creating a visionary scheme of outstanding design quality both inside and out, with superb residents' facilities and 1.6 acres of beautifully landscaped gardens and



public realm. With the help of Foster + Partners, this sets a new benchmark for quality London living."

The expected completion of the first phase of South Quay Plaza will be in 2020. For more information or to register, please visit [www.southquayplaza.london](http://www.southquayplaza.london)

BY DATUK PRETAM SINGH

# Price, price, price

> Does the state government have the power to set the prices of houses at which a developer can sell?

**R**ECENTLY, the Negri Sembilan government announced that it will control the price of houses to be built within its state. Menteri Besar Datuk Seri Mohamad Hasan said this is one of the fundamental keypoints of the new state housing policy, which will be finalised soon.

"In this new policy, 15% of houses built must be worth RM80,000 and below, 15% must cost RM250,000 and below, another 20% must be priced below RM350,000, with 50% left to the developer to sell at whatever price they choose," the minister said.

He added that developers will be required to reserve 50% for bumiputra allocation in any housing scheme, compared to the previous requirement of 30%.

With that, many have asked if this means that the state government has an unfettered discretion to impose any condition that the state authority may think fit, since land is a state matter?

## POWER OF THE STATE

This power of the state authority was first brought into question in the leading Federal Court case of *Pengarah Tanah dan Galian, Wilayah Persekutuan v Sri Lempah Enterprise Sdn Bhd* [1979] 1 MLJ 135 FC. Below are the facts.

In this case, the applicant company was the registered proprietor of a piece of land held in perpetuity. The land was in the Federal Territory and the applicant applied to the federal government for sub-division of the land, plus conversion to have the express condition relating to the user of the land amended, to allow the applicant to put up a hotel for which planning permission had been granted. It also applied to surrender part of the land to the government for use as service roads, side and back lanes. The matter was referred to the land executive committee and subsequently the director of Lands and Mines, Federal Territory, who informed the applicant that the application would be approved on condition that on surrendering the land, the applicant was to receive back, in respect of the part to be retained by him, not the title in perpetuity but a lease of 99 years.

The state authority argued that section 124(5)(c) is wide enough for the land exco to impose such a condition. The question arises whether section 124(5)(c) is wide enough to curtail the exercise of those rights by the imposition of a new condition, which has the effect of changing the very character of the grant the appellants now hold. There can be no doubt that per se, a perpetuity title is more valuable than a 99-year lease.

## TUN SUFFIAN'S VIEW

"If the committee is right, it would mean that it can unreasonably impose a condition that is irrelevant to the permitted development, such as, to take an absurd example, that the applicant should wear a beard for the rest of his life or that he should fly once around the moon. In my judgment, the committee must act reasonably and may only impose conditions relevant to the permitted development and does not have the drastic right to make the applicant give up the title in perpetuity and receive in place of it only a 99-year lease."

He added: "The local planning authority is empowered to grant

permission to develop land 'subject to such conditions as they think fit'. But this does not mean that they have an uncontrolled discretion to impose whatever conditions they like".

"Applying these principles to the present case, it is plain, in my judgment, that the committee does not have the power it claims to have. The condition which the applicant objected to: 1) does not relate to the permitted development; 2) is unreasonable; and 3) is used for an ulterior object, the object being to bring developed land into line with newly alienated land as to which, we are told, since the law only leases, not titles in perpetuity, are granted. However desirable this object may seem to the committee, it has no power under the law, to achieve it in the way used here."

## LANDMARK OBSERVATIONS

Sitting with Tun Suffian was another eminent jurist, the late Raja Azlan Shah AG CJ (Malaya) who made these landmark observations.

"Every legal power must have legal limits, otherwise there is dictatorship. In particular, it is a stringent requirement that a discretion should be exercised for a proper purpose, and that it should not be exercised unreasonably. In other words, every discretion cannot be free from legal restraint, where it is wrongly exercised, it becomes the duty of the courts to intervene. The courts are the only defence of the liberty of the subject against departmental aggression.

"In these days when government departments and public authorities have such great powers and influence, this is a most important safeguard for the ordinary citizen, so that the courts can see that these great powers and influence are exercised in accordance with law. I would once again emphasise what has often been said before, that public bodies must be compelled to observe the law and it is essential that bureaucracy should be kept in its place."

"For the above reasons, it does not seem to me that the decision of the land executive committee can possibly be regarded as reasonable or as anything other than *ultra vires*. It had exceeded its power and the decision was therefore unlawful, as being an unreasonable exercise of power not related to the permitted development and for an ulterior purpose that no reasonable authority, properly directing itself, could have arrived at it. The committee, like a trustee, holds power on trust and acts validly only when acting reasonably."

## PRICE CONTROL

The issue of price control of houses is not new and has been discussed previously in the highest courts of law in the country. One such case is the landmark case of *Majlis Perbandaran Pulau Pinang vs Syarikat Berkerjasama Serbaguna Sungai Gelugor* [1999] 3 CLJ 65.

In this case, the dispute was whether the Penang City Council had the power to impose the disputed condition that 30% of low-cost houses have to be built and sold at a cost not exceeding RM25,000 per unit in accordance with the council guidelines on low-cost housing".

The society agreed at its AGM that the selling price of a two-bedroom flat, measuring an average of 500 sq ft, shall not exceed RM32,000 and a three-bedroom flat, measuring an average of 650 sq ft, shall not exceed RM45,000.

In a dilemma due to the ceiling price stipulated in the guidelines on low-cost housing, the developers sought the intervention of the courts as they were of the view that the council had no such power to impose such conditions relating to prices of houses.

The case, described as a "veritable legal porcupine bristling with interesting and complex points of law" went on appeal to the Federal Court. It was a landmark case in the field of Planning Law and Judicial Review in this country and counsel on both sides put up very convincing arguments for six days.

At the end, Edgar Joseph Jr FCJ (Federal Court judge) made no apologies for the acres of paper and streams of ink devoted to the preparation of the unanimous

judgment by the Federal Court.

He held that it was axiomatic that local authorities are creatures of statute and their qualities and powers can only be derived by reference to what is expressed or implicit in the statutes under which they function (see for example, *Lord Wilberforce in Bromley L.B.C. v. G.L.C.* [1983] 1 AC 768, 813).

The statutory scheme of the Local Government Act confers upon local authorities a distinct political function, to which the courts, by application of ordinary principles of statutory construction should give effect.

"Taken at its full face value, the above provisions would appear to confer unlimited power on the planning authority to impose any condition it wishes, for example, because it considers the condition to be in the interest of the housing policy of the state government. But, the matter must be probed further."

On probing deeper, the Federal Court concluded that the whole of the decision of *Majlis Perbandaran Pulau Pinang* was wholly null, void and of no effect and stated that the *Majlis* had no power to impose conditions relating to prices at which the houses have to be sold by the developer.

## NEXT ISSUE

The next question was: Can developers be forced to give discounts as part of the planning approval process?

In *Cayman Development (K) Sdn Bhd vs Mohd Saad Bin Long* [1999] MLJU 290, Cayman was a housing developer who wanted to develop a piece of land in the Mukim of Alor Merah, Alor Star, into a low-cost housing scheme and the state authority of Kedah imposed a condition. It stated:

"Menjual rumah-rumah yang dibina dengan harga kurang lima peratus daripada \$25,000 (\$23,750 - bumiputra discount).

[Translation: "To sell the built houses with 5% discount off \$25,000 (\$23,750)."]

When the developer sold the houses without the stipulated discount, the purchasers sued the developer to enforce the discount as imposed by the state authority of Kedah.

At the High Court, Hishamuddin J. (as his lordship then), held that the

state authority had no power to fix the requirements regarding the price of each of the units to be sold to the public, as well as the discount of 5% as these are not the kind of requirements envisaged by the National Land Code.

Hishamuddin then held:

"I have no doubt whatsoever of the good intention of the state authority, and that in prescribing the price and the discount, it certainly had in mind the interest of the low income section of the general public, who would constitute the potential buyers of the low-cost units. Yet, with the greatest respect, I do not think that Parliament, in enacting subsection (5)(c), had in mind to confer on the state authority such a wide power, so as to empower it to even fix the price of the low-cost units for the purpose of sale to potential buyers, let alone to prescribe any discount."

"Such requirements, as imposed, are commercial in nature. The state authority, being a regulatory body on matters pertaining to land, in determining the nature of the requirements to impose (if any) when approving a conversion, should avoid entering into the commercial arena. Instead, it should only confine itself to matters directly pertaining to the usage of the land and the imposition of rent and premium (consequential to the conversion)."

All these cases illustrate the point that **both the state authority and Majlis have no unfettered power to impose any condition relating to prices of houses and discounts** as these are considered to be commercial aspects that they should avoid entering into. Being mere regulatory bodies, they should only confine themselves to regulatory matters such as prescribing the usage of land and the imposition of rent and premium consequential to the conversion (of usage of the land). Furthermore, any imposition of penalty on developers for failing to comply with unlawful conditions may itself be unlawful.

All these cases remain unchallenged and continue to be good precedents as there have not been any legislative amendments to overturn these decisions. No doubt that the intention of the state authority may be noble but **the law, as it stands, only allows the state authority to impose conditions "relating to the permitted development only" and not in relation to price of houses and discounts that ought to be given.**

Datuk Pretam Singh Darshan Singh, a lawyer by profession, has previously worked as Senior Federal Counsel, Deputy Public Prosecutor with the Attorney-General's Chambers and legal advisor to several government departments and agencies. He is currently the partner in a legal firm while simultaneously serving as President of the Tribunal for Home Buyers' Claims. Leveraging his vast knowledge and decades of experience and knowledge, he contributes articles to local and international journals, besides delivering lectures and talks in relevant forums.



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# By-laws governing strata parcels in Malaysia

PART 1

> Third Schedule of Strata Management Regulation 2015

BY DATUK PRETAM SINGH DARSHAN SINGH

**W**ITH the demise of the Deed of Mutual Covenants, the Third Schedule of the Strata Management Regulation 2015, now known as by-laws 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, along with the purchaser, parcel owners or proprietors.

It also binds 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 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.

These by-laws shall apply to any development area:

- ▶ during the management by the developer before the joint management body is established;
- ▶ during the management by the joint management body;
- ▶ during the management by the developer before the first annual general meeting of the management corporation;
- ▶ during the management by the management corporation after first annual general meeting of the management corporation; and
- ▶ during the management by the subsidiary management corporation after it has been established in respect of the limited common property.

## SALIENT FEATURES OF THE BY-LAWS

Functions of the management corporation are to maintain in a

state of good condition, service and repair, where necessary, including:

- ▶ 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;
- ▶ 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;
- ▶ where applicable, establish and maintain suitable lawns and gardens on the common property;
- ▶ 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;
- ▶ renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- ▶ on the written request of a proprietor of a parcel and on payment of a fee, which shall not exceed RM50, 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;

- ▶ 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;
- ▶ 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; administer and enforce the by-laws and any additional by-laws made under the Act; and
- ▶ without delay, enter in the strata roll, any change or dealing notified to it by any proprietor.

## 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, 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.

To impose a fine, the management corporation may, by a resolution at a general meeting, do so, of such amount as shall be determined by that general meeting against any person who is in breach of any by-law or any additional by-laws made under the Act.

It is important to note that defaulters of service charges et cetera, can have theirs and their family's access card denied and also be imposed a fine.

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 14 days of receiving a notice from the management corporation. 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.

If any sum remains unpaid by the proprietor at the expiry of the period of 14 days, the proprietor shall pay interest at the rate of 10% 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.

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. The management corporation may also display the list of defaulters' names on the notice boards at the building, provided that such a list shall be updated by the management corporation at the end of every following calendar month.

The management corporation may, at the expiry of the period of 14 days, and without prior notice, deactivate any electromagnetic access device, such as a card, tag or transponder, issued to a defaulter until such time, that any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding RM50 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. The management corporation may also 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.

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.

Follow part two of our article next week touching on the general duties and prohibitions of strata title proprietors.

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