

Puchong Hartamas Resident Association

No. 30 Jalan PH2/1, Taman Puchong Hartamas
47100 Puchong, Selangor Darul Ehsan

To	All Taman Puchong Hartamas Residents
From	Puchong Hartamas Residents Association (PHRA)
Date	20 th October 2009
Subject	Handover of Security Services Management From Fivestar Development Sdn Bhd (FDSB) to the PHRA

Dear All,

The Committee of your PHRA takes this opportunity to record its thanks to ALL residents for the patience and understanding as we engaged both FDSB and the Majlis Perbandaraan Subang Jaya (MPSJ) to resolve issues related to the security services management and our controversial guard-house.

Since this Committee was elected to office in the 7th March 2009 AGM, it has wasted no time in focusing its efforts almost entirely on bringing the abovementioned issues to an expedient conclusion. We have been fortunate to have inherited a strong foundation built on the toil and sacrifices of our predecessors. Special appreciation goes to past PHRA Chairman, Mr. Charles Vander Slott and past Hon Secretary, Mr. Andrew Wan and current Hon Secretary, Mr. Yap Boon Huan for their continued inputs.

There have been many milestones in the last 7 months and it is now timely and appropriate to report on the status quo. We apologize for the requisite lengthiness of this report as it is deemed crucial that ALL Residents are fully updated.

A.Primary Focus and Secondary Objectives of this PHRA Committee

- 1. To Take-over Management of Security Services form FDSB in an appropriate manner and guard house issues**
 - 2. To lay the groundwork for wider roles by PHRA towards making Puchong Hartamas an optimum place to live**
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1. TAKING OVER MANAGEMENT OF SECURITY SERVICES AND THE GUARD-HOUSE ISSUES

1.1. Security Priorities of PHRA

- Safety and security of residents
- Maximized monthly collection of dues
- Ideally located guard house

1.2. Some Background Information

- 1.2.1. **Gated/Guarded Communities:** There are no “gated” residential communities in Selangor with the exception of maybe Sierramas in Sungai Buluh.

There are “guarded” residential communities in Selangor but all do not meet the 2007 Selangor Guidelines for Gated/Guarded Communities (ENCLOSURE 16); at best, approval is provisional in consideration of the increased crime rate.

- 1.2.2. **What About Puchong Hartamas?** When the project was started before 2004, there were not even any guidelines governing gated/guarded residential communities. Indeed for high-rise strata titled properties the Strata-Title Act only came into being in 2007. The law is very clear for strata-titled properties as basic amenities tend to be on account of the owners through the respective Joint Management Bodies.

However, for residential properties, it is a different ballgame. The local councils are responsible for amenities (roads, garbage, landscaping, etc) once the developer hands over the “common area” to the former after individual titles are issued. Yet, local councils were issuing out provisional approvals and developers jumped on the gated/guarded community bandwagon and built and built; FDSB was no different.

In the case of Puchong Hartamas, we are not a *bona fide* guarded let alone gated community! So long as there are no major altercations, the authorities will probably “close an eye”. If truth be told, even the perimeter wall has not received approval by the land office but the building plans have seemingly been approved!

- 1.2.3. **What Then Is Our Guard House Beef With FDSB All About?** Actually, it is **NOT** strictly about whether the guard house is approved or not i.e. legal or not?

It **IS** about the fact that it is located in a hazardous location and also poses problems for traffic.

By extension, it **IS** about which party is to bear responsibility for public liability.

It **IS** about what the authorities will do about it and demolition is inevitable. The PHRA has succeeded in presenting its case and re-location to an already identified MPSJ approved site has to be, unless Residents elect to do away with the guard-house altogether! The main grouse the PHRA has with FDSB about the guard house is mainly about which party to apply for TOL status and who to bear the cost of demolition and re-location.

1.2.4. Why Is There A Pending Civil Suit Against Charles Vander Slott By FDSB?

FDSB sued Charles for defamation and alleged that Charles spread untruths about FDSB in anonymous flyer and in the press. Charles was taking up issues of non-delivery with FDSB at the time and the guard house status was also a bone of contention. FDSB's case against Charles appears flimsy at best but it does give FDSB a readymade excuse to avoid all matters pertaining to the guard-house especially; I believe the word is *sub judice*. This is the greatest hindrance to the PHRA when it comes to trying to get concessions from FDSB on the guard-house!

It is now obvious that FDSB will also not apply for TOL status for the alternative guard house site and PHRA will have to do it. Even pledging contributions towards the new guard house may be deemed compromising the FDSB case.

It is probably in the best interest of Puchong Hartamas if both parties, FDSB and Charles come to terms and settle this conflict.

1.3. What is the Supplementary Agreement?

1.3.1. This agreement is supplementary to the S&P and governs the provision of security services to and monthly contributions from residents.

1.3.2. Taking over the management of security services has been the foregone conclusion of Puchong Hartamas residents and this is specifically provided for in the Supplementary Agreement (ENCLOSURE 15) signed between original purchasers and FDSB. This agreement is binding on the successors in title and would be the source of authority that enables PHRA to continue from where FDSB has left off.

- 1.3.3. A proper hand over from FDSB to PHRA necessitates the proper subrogation of authority via an assignment failing which the PHRA would have to make owners sign a new collective agreement. The latter though not impossible is tedious at best.
- 1.3.4. FDSB has agreed to formally assign the rights under the Supplementary Agreement to the PHRA.

1.4. What exactly is it about the guard-house between MPSJ and FDSB?

- 1.4.1. The main issue about the guard house is its location; it is deemed to be hazardous to traffic and therefore is exposed to risk of third party liability claims. It is located almost exactly at the side of the main road and exiting vehicles tend to make illegal right turns.
- 1.4.2. FDSB claims to have handed over the access road to MPSJ and with it the responsibility for the guard house on it.
- 1.4.3. It has become apparent that the ongoing tussle between MPSJ and FDSB regarding the guard house will eventually result in a demolition order being issued. This may not be too far off.
- 1.4.4. As of its latest letter to FDSB, MPSJ still holds FDSB liable for third party liability. Mere handing over management of security services does not absolve FDSB from liability exposure.

1.5. What is the status of the accounts over the years?

- 1.5.1. FDSB has submitted the audited accounts from inception (29th June 2004) till 31st December 2008 to PHRA.
- 1.5.2. While the P&L shows profit, the poor collections have resulted in a debtor list of about RM198, 000 as at 30th September 2009. PHRA will assist FDSB to collect arrears even after the handover date because a sizeable portion belongs to the PHRA/Residents
- 1.5.3. Currently, and since the last few months there is insufficient monthly collections to offset obligations to the guards company
- 1.5.4. PHRA has stated its stand to FDSB and its MD, Raymond Tan has agreed to adopt PHRA proposed way forward.

1.6. What would PHRA consider to be a successful handover?

- 1.6.1. FDSB subrogates its authority in the Supplementary Agreement to PHRA by assignment through proper legal instrument. FDSB agrees that PHRA Vice Chairman, Mr Ramesh obtain the draft contract.
- 1.6.2. Treatment of certain items in the accounts to be as follows:
- Legal fees to be charged to respective defaulting Resident
 - Deposits to be contra off against outstanding balances at 31st October.
 - New deposits collected by PHRA after 1st November
 - Balances before 31st October to be jointly collected by FDSB and PHRA and banked into a escrow account before agreed split
 - Requested goodwill discount can still be paid as a silent contribution towards the Guard house re-location fund.
 - FDSB has basically agreed through MD Raymond that the above be done.
- 1.6.3. PHRA applies for TOL approval for new guard house site
- 1.6.4. Guards company to be based on higher SLA and improved SOP

1.7. Chronology and Milestones

No.	Date	Event	Remarks
1	07/03/09	PHRA Annual General Meeting	Elected current office bearers
2	09/03/09	First meeting of the new committee	The committee went straight to work and resolved to engage FDSB directly on all relevant issues. The result of this meeting was this letter (ENCLOSURE 1)
3	10/03/09	PHRA delegation to meet FDSB	Fact finding mission and preliminary engagement. Please refer to ENCLOSURE 2
4	23/03/09	Dialogue Session between Residents and FDSB	This dialogue session was moved by the Committee to have Residents direct their queries at FDSB and to show FDSB the genuine concerns of Residents. FDSB requested two months (May 2009) to prepare the audited accounts and maintain the security services until such time. The PHRA Chairman's notes are in ENCLOSURE 3 and video of the entire even is available online at: Part 1 = http://www.youtube.com/watch?v=pZhsFPMAXjQ Part 2 = http://www.youtube.com/watch?v=ikEpvr_MO7k

			<p>Part 3 = http://www.youtube.com/watch?v=Jy-4Odae7bc</p> <p>Part 4 = http://www.youtube.com/watch?v=X5WMCXPeLRI</p> <p>Part 5 = http://www.youtube.com/watch?v=UqSI5Z2lpFU</p> <p>Part 6 = http://www.youtube.com/watch?v=ziBTyw8NLUo</p> <p>Part 7 = http://www.youtube.com/watch?v=aAusATHsO1M</p>
	28/03/09	Meeting with Mr. Chang Kim Loong, the Secretary General of the House Buyers Association (HBA) and MPSJ Councilor in the influential MPSJ One-Stop-Center	<p>Mr. Chang is a strong advocate for marginalized and victimized house buyers by virtue of the HBA and has requisite clout as MPSJ OSC member. He is instrumental in assisting the PHRA obtain official stand and commitment on our guard-house location.</p> <p>He assisted in getting MPSJ relevant department heads to do a site survey on the guard-house location.</p>
	20/04/09	MPSJ site survey of guard house location and possible relocation sites in conjunction with PHRA and FDSB	<p>PHRA did not wait for FDSB to come out with the audited accounts and proceeded to engage MPSJ on the guard-house location. Upon the survey, MPSJ committed to convene a dialogue session at MPSJ to decide seek final resolution to the unsuitability of the current location. FDSB was represented at the site visit and was directed by MPSJ to institute immediate interim safety measures:</p> <ol style="list-style-type: none"> 1. Proper safety mirrors 2. Yellow box 3. Extended temporary cylindrical road dividers 4. Put up "No-right-turn" signs
5	21/05/09	MPSJ sponsored dialogue session attended by relevant MPSJ department heads, FDSB and PHRA	PHRA presented power-point slides on its stand on the guard-house location (PHRA Power-point Presentation can be viewed at ENCLOSURE 18) and MPSJ presented deemed the location of the guard-house hazardous and recommended a re-location to its proposed site. FDSB was ordered to institute the interim safety measures above.
6	10/06/09	Vehicle accident at the guard-house	A drunken Nigerian tenant crashed his car into the guard-house destroying the entry auto-gate. A guard escaped serious injury by jumping away in time. PHRA notified MPSJ. Please refer to

			ENCLOSURE 4. The temporary manual entry bar broke after a couple of days due to disuse.
7	06/07/09	FDSB presented their audited security services accounts	The FDSB Accounts IS in ENCLOSURE 5.
8	16/07/09	PHRA Committee met to discuss the FDSB account which was deemed unfair.	Also discussed were future plans for our Puchong Hartamas community towards making it an optimum place to stay. Meeting minutes ENCLOSURE 6
9	17/07/09	PHRA replied FDSB on the accounts	ENCLOSURE 7
10	23/07/09	FDSB replied PHRA letter	ENCLOSURE 8
11	13/08/09	PHRA replied FDSB	ENCLOSURE 9
12	02/09/09	FDSB replied PHRA	ENCLOSURE 10
13	08/09/09	PHRA replied FDSB	ENCLOSURE 11
14	11/09/09	PHRA wrote to MPSJ	<p>PHRA sought the latest MPSJ response to the guard-house status (ENCLOSURE 12) and minutes of the 21st May dialogue session. MPSJ has directed FDSB to furnish duly stamped indemnity letter for third party liability and inquired of FDSM the status of its application for TOL in relation to re-location.</p> <p>PHRA was only allowed to sight the documents at MPSJ due to implications created by legal case between FDSB and our former PHRA Chairman, Charles Vander Slott.</p> <p>MPSJ Director of Building, En Nor Azmi also stipulated that since Puchong Hartamas is not a stratified title but residential property, MPSJ cannot direct FDSB to apply for TOL approval for relocation of the guard-house. MPSJ can only advise FDSB to do so.</p>
15	16/09/09	FDSB gives notice of termination for security management services. ENCLOSURE 13.	This was done totally against the series of correspondences that was ongoing and PHRA refused to acknowledge the notice unless FDSB acknowledged the content of the last PHRA letter dated 8 th September 2009 and arrange for a face-to-face meeting with FDSB senior management.
16	30/09/09	FDSB replies to PHRA letter dated 8 th September 2009	FDSB management agrees to meet PHRA and stipulates new consideration i.e. preparation of accounts from January to October 2009. ENCLOSURE 14. Meeting date verbally set on 13 th

			October 2009.
17	10/10/09	PHRA delegation meets House Buyers Association (HBA) for consultation before meeting FDSB on 13 th October 2009	<p>HBA Secretary General Chang Kim Loong insists that FDSB cannot hand over security management without mutual agreement on accounts and proper legal assignment of authority to PHRA under the Supplementary Agreement (ENCLOSURE 15)</p> <p>He also advises that MPSJ will continue to take up the guard-house matter with FDSB as per letter issued.</p>
18	12/10/09	PHRA convenes an informal meeting to discuss strategy for meeting with FDSB the next day	<p>PHRA Chairman briefs the meeting that FDSB will not continue to subsidize security fees because collections from residents have been bad. It will terminate the guards even if PHRA refuses to takeover.</p> <p>At this juncture, PHRA still insists on settling accounts, assignment of rights and guard-house re-location issues.</p> <p>The devised strategy was to first seek an accounting cut-off date as at 31st October and takeover collections from 1st November (subject to mutual agreement on accounts and proper assignment of rights) and seek commitment from FDSB to cooperate on guard-house re-location.</p> <p>Second, to have a two month (November and December) grace period to transfer operations on the ground and reconcile accounts up to 31st October 2009.</p>
19	13/10/09	PHRA Chairman, Vice Chairman and Asst. Secretary met FDSB GM, Steven Fu and Fivestar Property Management, Wendy Cheow at their office.	<p>The meeting went well and details are elaborated in the foregoing sections of this brief.</p> <p>A mutual decision was arrived at for Steven to seek ratification from FDSB Managing Director, Raymond Tan on broad terms agreed at this meeting. An appointment was also set for PHRA to meet Raymond on 19th October.</p>
20	18/10/09	PHRA convened a meeting to seek ratification for certain preliminary decisions that had to be taken	Details are contained in the relevant following section.
21	19/10/09	Met Raymond Tan of FDSB	Details are contained in the relevant following section.

1.8. Chronological Note No. 19

A major achievement at this meeting would be 1.6.1. above but the drawback is the short two weeks towards 31st October. No two month grace period because FDSB felt things could be finalized in two weeks. While we achieved much of what we set out to achieve, this meeting was hampered by the inability of even Steven Fu to make decisions. Decisions on money had to wait for Raymond Tan.

1.9. Chronological Note No.20

This Committee meeting was to brief members on the FDSB meeting and to pass certain resolutions to ensure we can hit the ground running by 1st November.

Resolutions passed were:

- Resolution to dispense with mandatory notice period for the foregoing resolutions in view of timing and logistic circumstances
- Resolution that Puchong Hartamas Residents Association (PHRA) take over security management from Fivestar Development Sdn Bhd (FDSB) after 31st October 2009 based on subrogation of rights provided in the Supplementary Agreement through assignment from FDSB to PHRA
- Resolution that PHRA be authorized to collect deposits and monthly fees (for security and other recognized expenses) from owners/residents of Puchong Hartamas after 31st October 2009.
- Resolution that Mr. Yeak Nai Siew be appointed the principal PHRA Information Technology coordinator responsible for the Puchong Hartamas Portal and information dissemination
- Resolution that the following sub-committees be formed and to select the members (Chairman, assistant and 3 members) thereof:
 1. Security, road and parking sub-committee
 2. Membership and Monthly Subscriptions sub-committee
 3. Social and Community Activities sub-committee
 4. Maintenance and landscaping sub-committee
- Resolution that a PHRA Secretariat be established and to appoint a paid PHRA Executive Secretary to work with the General Committee and sub-committees

1.10. Chronological Note No.21

The meeting with Raymond should have taken place at least 2 years ago and much of the disputed matters would have been cleared up one way or another.

Raymond reaffirmed the intention to work together and complete the handover properly. His suggestion to use an escrow account underscored the tone.

1.11. Other Complains Against FDSB

There are still the rumblings about the smart house system, the intercom system, the back lane facing Jalan Bakawali, etc. FDSB has rejected them almost outright citing that they were not included in any S&P. Class action by any affected group of residents can sue if still within the statute of limitations.

2. LAYING THE GROUNDWORK FOR WIDER ROLES BY PHRA TOWARDS MAKING PUCHONG HARTAMAS AN OPTIMUM PLACE TO LIVE.

2.1. Secondary Objective of PHRA

The PHRA upon taking over from FDSB must endeavor to play a wider role within the Puchong Hartamas community. In order to lay the groundwork the Committee meeting on 18th October 2009 resolved to form the following sub-committees:

1. Security, road and parking sub-committee
2. Membership and Monthly Subscriptions sub-committee
3. Social and Community Activities sub-committee
4. Maintenance and landscaping sub-committee

These 4 sub-committees will have the support of an Executive Secretary and a completely e-enabled communications system set up by Mr. Yeak.

It is envisaged that Puchong Hartamas will need to create an image that reflects idyllic suburban family lifestyle. Future RA committee members should only make policy decisions that are measured by a yardstick based on core family values; we cannot go very far wrong with that.

Perhaps a slogan composing contest should be organized to pick the best one that reflects our aspirations for this little taman of ours.

2.2. The Security, road and parking sub-committee

This sub-committee is headed by PHRA Vice Chairman, Mr. Ramesh who is already evaluating a few security service providers. Currently the state of security in Puchong Hartamas is shoddy with loads of room for improvement. This committee will set new standards.

Among the things being considered are panning infrared webcams for surveillance.

2.3. Membership and monthly subscriptions sub-committee

The door-to-door membership and resident survey exercise should substantially increase membership in the PHRA. Backed by Mr. Yeak's systems, two-way information flow will be possible. There is so much we can do with effective communication channels! This sub-committee is ideally headed by the PHRA Treasurer.

2.4. Social and community activities sub-committee

This is an important sub-committee because it will organize activities that foster good neighborly spirit. Be it tai chi classes for senior citizens or futsal competitions, its role is to encourage interaction. Outstation or even overseas excursions are planned.

Already a fully sponsored family day will be organized soon after the handover by FDSB.

2.5. Maintenance and landscaping sub-committee

Currently, the landscaping and tidiness of Puchong Hartamas is unacceptably slipshod. Vast improvements that can be made will improve the ambience. Mr Bennet Ho will be well suited to head this sub-committee.

2.6. What happened with the Indian Temple in August?

A request (ENCLOSURE 17) was made by the temple committee to hold a "Milk Pot" ceremony at the former site of the temple. They pleaded that the resident deity has rejected their fervent appeals to move to the new temple on the hillock and that they will continue to persuade her.

Fellow Residents, I am not a religious man but when the temple devotees believe with such conviction in what they tell me, I will accept it as “the truth”.

They requested for a couple of hours on an August Sunday to conduct the ceremony. There would of course be some noisiness. Fellow Residents, there were some rumblings and grumbings amongst us and I wondered about why no one dares to complain about the early morning daily call to prayer at our surau. The question rankles so loud so we should not reject requests just because we are in a position and dare to reject them; that would be rejecting for the sake of rejecting. It is so like some of us complaining for the sake of complaining!

I therefore made a unilateral decision to allow them that 2/24 of 1/365.25 of a day to do what they do. But I changed it to 10.00 am instead of the requested 8.00 am. I also was in attendance throughout their whole ceremony.

Anyway, I requested and they gladly acceded to put in a good word or two for Puchong Hartamas...for whatever its worth.

B. PHRA Chairman’s Personal Message

Dear Fellow Residents,

When I first agreed to accept the PHRA Chairman’s position it was obvious there was much work to be done to unravel obvious issues that have plagued Puchong Hartamas for years!

Getting familiar with the core issues had been made difficult by the understandable amount of “emotional cob web” surrounding them and initially, I depended on feedback from residents, former and current PHRA members, and even the guards and Nick Singh of FDSB. With the civil suit involving my predecessor hovering, it was not unexpected that I too became emotional about so called injustices.

I have always felt the best way to overcome the impasse is to engage. In the same breath, I felt the compelling need to be objective (even as a resident of PH) about the issues and to seek facts instead of mere opinions about the facts. The most eye-opening factor was information from the authorities (MPSJ and such) and on how the local government operates. By virtue of the foregoing, I would like to apologize to all of you for having wasted so many months barking up the wrong tree.

I had made the mistake of seeking solutions to the wrong problems. The guard-house issue was never about legality per se. It was not even about the “legality of the location” but the location itself. My mistake was to link handover issues to the “legality of the guard house location” when it actually is about an inconvenient

location that also poses hazards. It is about having to take unnecessary risks and the risk of living with the conscience of having compromised the wellbeing of others. The need for a “no right turn” sign at the exit from Puchong Hartamas speaks for itself.

I self-imposed a 6 month timeframe for me to try achieve at least the management handover from FDSB. Today I have overstayed by a month but I hope the handover is well on the way and will be completed by 31st October.

The guard house situation is now very clear to me and the next thing to do is to do accordingly. The PHRA should take ownership of the responsibility to apply for and handle the re-location, with the assistance from MPSJ. A sub-committee comprising residents with construction domain expertise should be formed to oversee proceedings.

Post handover, what we must do as Residents is to take greater interest in and responsibility for our community’s wellbeing and development. Support the PHRA and participate in fostering neighborliness and goodwill.

I also take this opportunity to tender my resignation as PHRA Chairman with effect from the date the PHRA can take over security management from FDSB. I believe it should be 31st October 2009.

Thank you

Yours sincerely

A handwritten signature in black ink, appearing to read 'Cheah Keat Swee', with a horizontal line drawn underneath the signature.

Cheah Keat Swee
Chairman
PHRA

ENCLOSURE 1

Puchong Hartamas Residents Association
c/o Mr Yap Boon Huan
No. 67, Jalan PH 2/4
Puchong Hartamas
47100 Puchong
Selangor Darul Ehsan

9th March, 2009

Fivestar Development (Puchong) Sdn Bhd
Bangunan Tan Lai Kim
160, Jalan Klang Lama
58000 Kuala Lumpur

Attention:

Sir,

Re: The New Puchong Hartamas Residents Committee Members and Outstanding Issues Relating To Puchong Hartamas

We refer to the above and write to inform that the Association held its Annual General Meeting on Saturday, 7th March 2009 and are pleased to attach herewith the list of office bearers for your kind attention.

The new Committee held its first meeting on 9th March 2009 and was unanimous on the following:

- a. To work closely with Fivestar Development (Puchong) as the developer, to facilitate the management handover from Fivestar Property Services Sdn Bhd (the incumbent property management company) to the Association, as soon as possible based on mutually agreed terms.
- b. A list of major issues (list as attached) coupled with the Association's stand and proposed way forward
- c. To authorize a forward delegation to engage Fivestar Development through Fivestar Property in order to jointly frame and zero-in on specific issues.
- d. Record the Association's thanks to Fivestar Development for its continued support and cooperation while the listed issues are sorted out in due course.

In reference to (c) above, we hope to be able to meet representatives of Fivestar Property Services at the earliest convenient time.

Thank you.

Yours faithfully,

Cheah Keat Swee
Chairman
PHRA Committee 2009/2010

c.c. (All relevant parties)

PHRA 2009 Office Bearers

Committee Lineup for PHRA 2009/2010 (Elected in the 2nd AGM on 7th March 2009)

Designation	Name	Address	Contact Tel	E-Mail
Advisor (ex-officio)	Lim Hock Lai	62A PH 2/5	012-2208146	hocklaimargaret@yahoo.com.au
Chairman	Cheah Keat Swee	30 PH 2/1	012-3383246	keat@cheahs.com
Vice Chairman	N. Ramesh	52 PH 2/2	012-2210355	vnram07@gmail.com
Secretary	Yap Boon Huan	67 PH 2/4	012-3377855	phrasecretary@gmail.com
Asst. Secretary	Yeak Nai Siew	2A PH 2/3	012-5067818	nasiew@gmail.com
Treasurer	John Choong Nyok Fatt	22 PH 2/1	019-2340453	johnchoong28@gmail.com
Auditor	a. Andrew Wan Kok Weng	19 PH 2/3	017-8866613	wanandrew22@yahoo.com
	b. Angela Tan Mun Chai	11 PH 2/5	016-2301132	
Road Representative:				
PH 2	a. Ken Ng Soo Yoong	49 PH 2	012-3189382	
	b. Andy Quah Kok Wai	17 PH 2	012-2787646	ndquah@yahoo.com
	c. Yap Soo Wan	57 PH 2	019-2282823	magsteels@yahoo.com
	d. Freddie Lam Chee Wai	42A PH 2	012-3261285	Freddielcw8@yahoo.com
PH 2/1	a. Soo Fui Chen	42 PH 2/1	012-3218928	feldman-easyzone@gmail.com
	b. Ho Chiun Leong	38 PH 2/1	012-3229866	bennet@pc.jaring.my
PH 2/2	a. Apryl Loo	59 PH 2/2	012-3458708	fy_loo@yahoo.com
	b. Tey Kim Heng	20 PH 2/2	016-3398862	kimheng.tey@fonterra.com
PH 2/3	a. Andrew Wan Kok Weng	19 PH 2/3	017-8866613	wanandrew22@yahoo.com
	b. Heng Ewe Jin	45 PH 2/3	019-2142135	ejheng@doneinfra.com.my
PH 2/4	a. Kenny Lok Wei Seng	18 PH 2/4	012-2880286	kennylok.kl@iasb.com.my
	b. Gun Huai Cheng	12 PH 2/4	016-6635513	alex.lim@se1.bp.com
	c. Lim Hok Ming	47 PH 2/4	017-8847618	lim.hokming@eonbank.com.my
PH 2/5	a. Brian Chai Ming Haw	42 PH 2/5	012-3211567	brian@pointsoft.com.my
	b. Angela Tan Mun Chai	11 PH 2/5	016-2301132	

List of Major Issues

There were 4 main issues:

- 1) Guard House and Security
- 2) PABX/Inter-com System
- 3) Accounts from Fivestar Property
- 4) Re-cycle Facility as Association meeting place

A) Guard house & Security:

Issues

- legality issues
- handover issues
- re-location option?

What we want

- A legal guard house
- Continue security service

Going forward

- We will not compromise on the legality of the guard house location as officially certified by the authorities.
- We are willing to consider re-location provided the cost is borne by Fivestar Property
- Engage Fivestar

B) PABX/Inter-com System:

Issues

- Non-existence
- Unsure whether it was included in S&P or sales brochure
- Unsure whether Fivestar meant a PABX or an inter-com system

What we want

- An inter-com system linking guard house to homes

Going Forward

- Individual committee members to bring copy of their respective S&P or upload onto e-Group
- Engage Fivestar to see what their stand is

C) Accounts

Issues

- Fivestar's latest correspondence on outstanding monthly contributions
- Fivestar's responsibility and obligation to declare complete set of accounts for the relevant years.

What we want

- Fivestar to bear any shortfall in contributions till an agreed cut-off date

Going forward
- Engage Fivestar

D) Re-cycling Facility

Issues
- Under-utilized

What we want
- Committee to be allowed to take it over as meeting place and office

Going forward
- According to Fivestar Property the building has been handed over to MPSJ so we have to take it up with MPSJ

ENCLOSURE 2

Puchong Hartamas Residents Association
c/o Mr Yap Boon Huan
No. 67, Jalan PH 2/4
Puchong Hartamas
47100 Puchong
Selangor Darul Ehsan

10th March, 2009

Fivestar Property Services Sdn Bhd
Bangunan Tan Lai Kim
160, Jalan Klang Lama
58000 Kuala Lumpur

Attention: Mr Nick Singh

Dear Nick,

Re: Management Handover of Puchong Hartamas (Outstanding Issues) As Per Our Discussion Today

We thank you for meeting us today on such short notice and also for hosting lunch. Your feedback to the undersigned and other PHRA committee members present [Andrew Wan-19(2/3), Lam Chee Wai-42A(2) and Bennet Ho-38(2/1)] on the abovementioned issues is encouraging.

In recapitulation, we are pleased to record the following:

- a) Guard House
 - A temporary approved (as claimed by FDP) guard house is not an option and residents will not accept responsibility for third party liability thereof.
 - Correspondences between MPSJ and Fivestar are duly noted and it was agreed that MPSJ conditions attached may not be easily complied with.
 - The possibility of re-locating the guard house is a real option and it would be appreciated that FDP could assist PHRA on the same
 - The need to engage various personalities in local government is acknowledged and for the sake of goodwill and effective hand-over, Nick Singh has kindly obliged to share his contacts with PHRA.
- b) PABX/Inter-com
 - It was agreed that reference should be made to the S&P agreements
 - Alternative systems may be available through telcos which are cost effective. PHRA will look into this.
- c) Accounts

- Fivestar will present PHRA with the management accounts by the end of this month, including the defaulters list
- PHRA reserves its right to accept or reject the accounts within reasonable grounds. This will be done as soon as possible after receiving the accounts from Fivestar.
- It was agreed that efforts to get defaulters to update their payments is crucial to a successful hand-over. Fivestar will immediately proceed on this by approaching the respective residents.
- Total collections less agreed expenditure will be balance due to the PHRA (subjected to the mutually accepted audited accounts) and individual deposits will be refunded by Fivestar to respective residents upon final verification of the outstanding (This matter will be discussed in due course)..
- Nick Singh referred to the Supplementary Agreement between Fivestar Development (Puchong) Sdn Bhd and purchasers. It was agreed that this is the ideal instrument to secure cooperation from residents and Fivestar will use it to ensure PHRA inherits the requisite conditions for effective management, post hand-over.

d) Takeover of Recycling Facility As PHRA Meeting Place

- FDP has handed the building over to MPSJ
- PHRA will refer the matter directly to MPSJ with assistance from FDP

e) Houses on PH2/1 Without Requisite Backlane

- Request is for a fence to be constructed if local authority by-laws allow for it.

We trust the above is in order and look forward to working with Fivestar to achieve management hand-over as soon as possible.

Thank you.

Yours faithfully,

Cheah Keat Swee
Chairman
PHRA Committee 2009/2010

c.c. (All relevant parties)

ENCLOSURE 3

23rd March 2009. Dialogue Session between Residents of Puchong Hartamas Phase 1 and Fivestar Development/Property Services

1. Welcoming residents and Fivestar representatives. Protocol; Wendy Cheow to take notes for Fivestar Development. Wendy vs Nick work status
2. Reason for the dialogue session:
 - a. We the residents want to take over the management of Puchong Hartamas Phase 1.
 - b. The new Committee elected on the 7th of March. We choose to be more structured in approach but taking note of all salient issues
 - c. Emphasis on communication and engagement. Let's break away from the past.
 - d. Focus on main issues and have written two letters to Fivestar stating our clear stand.
 - e. This session is to now follow up on the letters and to engage Fivestar for feedback on its stand on the various issues.
 - f. If we can move forward together, we hope the next session will include representatives from local authorities.
3. Today we will start with 2 main issues that have been distilled from a list of 4 items (others: PABX and Recycling Facility)
4. We will seek feedback from Fivestar on these two issues but before that, allow me to reiterate our stand.
 - i. Guard house
 - ii. Accounts
5. Other issues

ENCLOSURE 4

PUCHONG HARTAMAS RESIDENTS ASSOCIATION (PHRA)
c/o Yap Boon Huan
No. 67 Jalan PH 2/4
Puchong Hartamas
47100 Puchong

17th June 2009

YB Dato' Adnan Bin Hj. Md. Ikshan
Yang Dipertua MPSJ
Majlis Perbandaran Subang Jaya
Persiaran Perpaduan, USJ 5
47610 Subang Jaya
Selangor Darul Ehsan

Dear YB Dato' Adnan

RE: PUCHONG HARTAMAS PHASE 1 GUARD HOUSE LOCATION LEGALITY ISSUE

We are thankful to MPSJ for convening the dialogue session on 21st May 2009 between involved parties to resolve the guard house location issue.

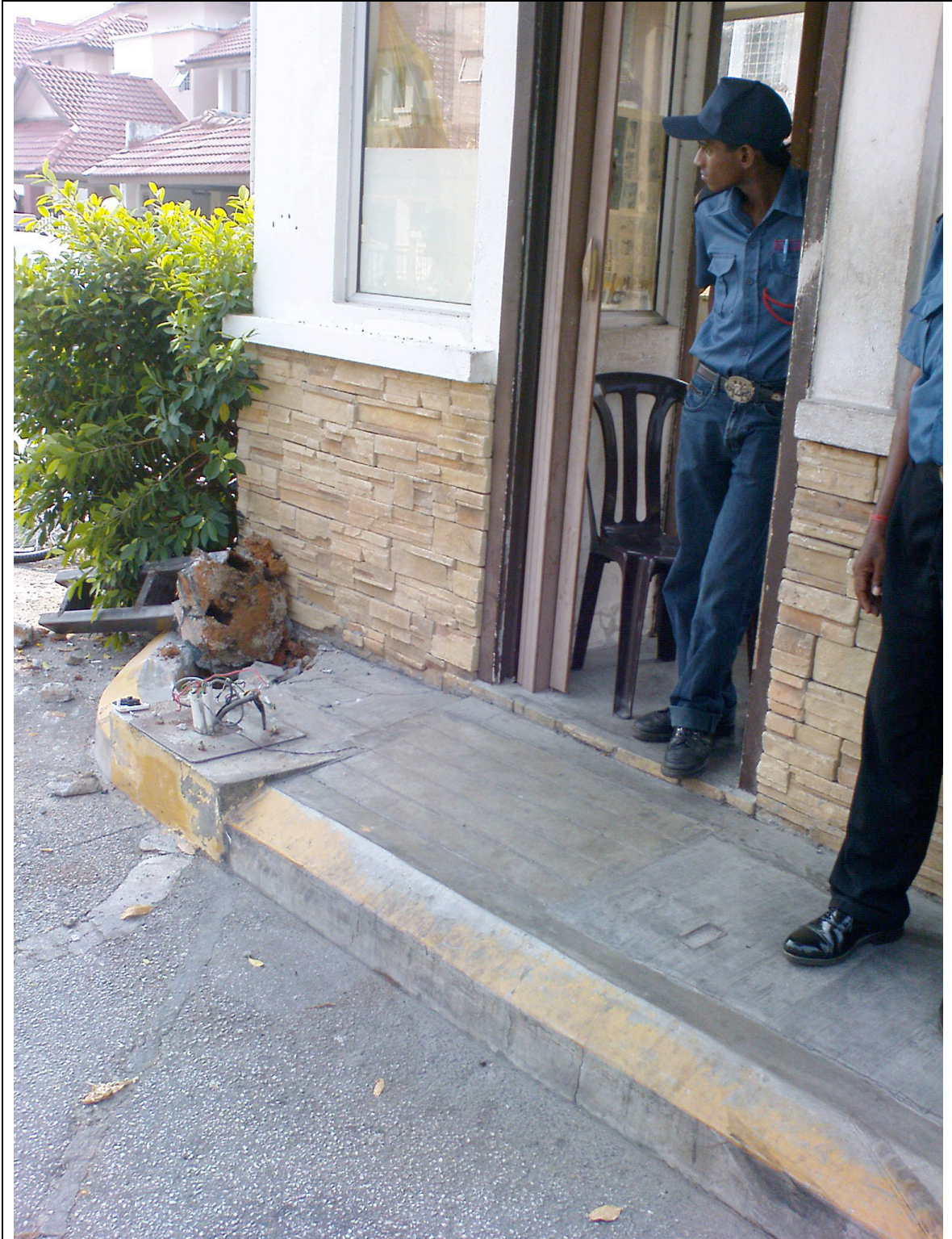
While the developer, Fivestar Development Sdn Bhd (FDSB) made its stand very clear at the abovementioned meeting, we remain convinced and thankful that MPSJ's proactive stand in the matter will eventually result in a solution.

In the meantime, we are writing to seek clarification on the interim safety measures that MPSJ has directed FDSB to put up pending final resolution of the guard house legality issues. We would be most grateful if the relevant MPSJ department can carry out another inspection to verify efficacy of the measures as on 10th June, an accident that could easily have resulted in the death of a security guard, occurred at the location.

A police report and photos are appended for your reference. It is our fervent hope that MPSJ can help resolve our guard house issues soonest possible before anyone really gets killed or maimed in an accident.

Thank you.















POLIS DIRAJA MALAYSIA

REPOt POLIS

Balai : BUKIT PUCHONG
 Daerah : SUBANG JAYA
 Kontinjen : SELANGOR
 No Repot : BKT PUCHONG/008228/09
 Tarikh : 10/06/2009
 Waktu : 1815 PM
 Bahasa Diterima : B. Malaysia

Butir-butir Penerima Repot

Nama : HANIZA HANIS BINTI JAAFAR	No Personel : R165054	Pangkat : KONST/P
Butir-butir Jurubahasa (Jika Ada)		
Nama : ---	No K/P (Baru) : ---	No Polis/Tentera : ---
No Paspot : ---	Bahasa Asal : ---	
Alamat : ---		

Butir-butir Pengadu

Nama : CHANDRA SEKAR A/L MUNIANDY		
No K/P (Baru) : 660525106777	No Polis/Tentera : ---	No Paspot : ---
No Sijil Beranak : ---		
Jantina : Lelaki	Tarikh Lahir : 25/05/1966	Umur : 43 tahun 0 bulan
Keturunan : India	Warganegara : Malaysia	
Pekerjaan : INLAND SECURITY		
Alamat Tempat Tinggal : NO 61-06 PANGSAPURI SERI JATI HARTAMAS BATU 14 47100 PUCHONG.		
Alamat Ibu/Bapa : ---		
Alamat Pejabat : ---		
No Tel (Rumah) : ---	No Tel (Pejabat) : ---	No Tel (HP) : 016-3025749

Pengadu Menyatakan:

PADA 10/06/09 JAM 11:00 KURANG 1630HRS, SEMASA SAYA BERADA DALAM PONDOK POST PENGAWAL, SAYA DIBERITAHU OLEH PEKERJA SAYA SUNDER MENGATAKAN AUTO GATE DI PARKING PANGSAPURI PUCHONG HARTAMAS TELAH DILANGGAR OLEH M/KAR JENIS KIA SPORTAGE NO PENDAFTARAN WSE2777 YANG DIPANDU OLEH 1 LELAKI NEGRO NAMA: OLADEYI WARGANEGARA NIGERIAN SEMASA LELAKI TERSEBUT MENGUNDURKAN M/KAR TERSEBUT. KESANNYA AUTO GATE ROSAK MANAKALA BASIKAL RONDA JUGA TURUT TERKENA SEMASA DIA UNDURKAN M/KAR. SETERUSNYA SAYA DATANG KE BALAI BUAT LAPORAN UNTUK MINTA LELAKI TERSEBUT BAYAR GANTI RUGI ANGGARAN RM8000.00 DAN UNTUK RUJUKAN PIHAK PENGURUSAN.

SEKIAN LAPORAN SAYA.

Tandatangan Pengadu:

Tandatangan Jurubahasa (Jika ada):

Tandatangan Penerima Repot:

Salinan Repot Pertama

ENCLOSURE 5

Fivestar Property

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur
Malaysia

T (603) 7981 7887
F (603) 7981 7603
E-mail: tlkg@capitalland.com.my
www.capitalland.com.my

6 July 09

PERSATUAN PENDUDUK TAMAN PUCHONG HARTMAS FASA 1
No 57, Jalan PH 2,
Puchong Hartamas.
47100 Puchong

Attn : Mr Cheah Keat Swee
Chairman

Dear Sir,

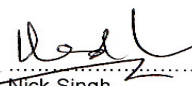
RE: AUDITED ACCOUNTS – FASA 1 PUCHONG HARTAMAS

We refer to the above and please find enclosed herewith the Audited Accounts for the financial period from June 2004 to 30th December 08 for your reference.

Please do not hesitate to contact the undersigned should you require further clarification and assistance on the above at H/P 012 – 2330777.

Thank you.

Yours faithfully,



Nick Singh
Property Manager

cc FDP Sdn Bhd



A MEMBER OF TAN LAI KIM GROUP

Company No. 368625 V

**FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)**

**FINANCIAL STATEMENTS
PERIOD FROM 29 JUNE 2004 TO
31 DECEMBER 2008**

**Sekhar & Tan
Chartered Accountants**

Company No. 368625 V.

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1 - 2
DIRECTOR'S CERTIFICATION	3
BALANCE SHEET	4
STATEMENT OF CHANGES IN SECURITY SERVICES' FUND	5
INCOME AND EXPENDITURE STATEMENT	6
CASH FLOW STATEMENT	7
NOTES TO THE FINANCIAL STATEMENTS	8 - 10

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Wisma UOA II, No. 21 Jalan Pinang
P.O.Box 10568
50718 Kuala Lumpur, Malaysia
Telephone : (603) 2170 2688
Facsimile : (603) 2171 1987
E-mail : office@sektan.com.my
Website : www.sektan.com.my

Sekhar & Tan
AF 0926
Chartered Accountants

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS
OF

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
[Company No. 368625 V]
(Incorporated in Malaysia)

Report on the Financial Statements

We have audited the financial statements of the Puchong Hartamas Security Services Accounts which comprise the balance sheet as at 31 December 2008, and the income and expenditure statement, statement of changes in security services' fund and cash flow statement for the period from 29 June 2004 to 31 December 2008, and a summary of significant accounting policies and other explanatory notes, as set out on pages 4 to 10.

Directors' Responsibility for the Financial Statements

The directors of the Company are responsible for the preparation and fair presentation of these financial statements in accordance with applicable MASB Approved Accounting Standards for Private Entities in Malaysia. This responsibility includes: designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with approved standards on auditing in Malaysia. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the Puchong Hartamas Security Services Accounts' financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS

OF

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
[Company No. 368625 V]
(Incorporated in Malaysia)
(CONTINUED)

Opinion

In our opinion, the financial statements have been properly drawn up in accordance with the provisions of the applicable MASB Approved Accounting Standards in Malaysia for Private Entities so as to give a true and fair view of the financial position of the Puchong Hartamas Security Services Accounts as of 31 December 2008 and of its financial performance and cash flows for the period from 29 June 2004 to 31 December 2008.

Other matters

This report is made solely to the directors of the Fivestar Development (Puchong) Sdn. Bhd. and for no other purpose. We do not assume responsibility to any other person for the content of this report.

Sekhar & Tan
Sekhar & Tan
No. AF 0926
Chartered Accountants

Siew Kah Toong
Siew Kah Toong
No. 1045/03/10 (J)
Partner of the Firm

Kuala Lumpur
Date: 22 June 2009

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

DIRECTOR'S CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, the Puchong Hartamas Security Services Accounts' financial statements set out on pages 4 to 10 are true and correct.

On behalf of the board of Fivestar Development (Puchong) Sdn. Bhd.



RAYMOND TAN
Director
Kuala Lumpur
Date: 22 June 2009

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

BALANCE SHEET
AT 31 DECEMBER 2008

		RM
NON-CURRENT ASSET		
Property, plant and equipment	2	<u>10,201</u>
CURRENT ASSET		
Trade receivables	3	<u>137,299</u>
Less: CURRENT LIABILITIES		
Amount due to developer	4	13,900
Sundry payables		<u>62,850</u>
		<u>76,750</u>
NET CURRENT ASSET		<u>60,549</u>
		<u>70,750</u>
SECURITY SERVICES' FUND		
Surplus carried forward		<u>70,750</u>

The notes on pages 8 to 10 form an integral part of these financial statements
Auditors' report on pages 1 and 2

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

STATEMENT OF CHANGES IN SECURITY SERVICES' FUND
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

	Surplus carried <u>forward</u> RM	<u>Total</u> RM
At 29 June 2004	-	-
Surplus for the period	70,750	70,750
At 31 December 2008	<u>70,750</u>	<u>70,750</u>

The notes on pages 8 to 10 form an integral part of these financial statements
Auditors' report on pages 1 and 2

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

INCOME AND EXPENDITURE STATEMENT
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

	<u>Note</u>	<u>RM</u>
Revenue	5	905,550
Depreciation		(6,800)
Other operating expenses	6	<u>(828,000)</u>
Surplus for the period		<u><u>70,750</u></u>

The notes on pages 8 to 10 form an integral part of these financial statements
Auditors' report on pages 1 and 2

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

CASH FLOW STATEMENT
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

	<u>2008</u> RM
CASH FLOWS FROM OPERATING ACTIVITIES	
Surplus for the period	70,750
Adjustment for:	
Depreciation	<u>6,800</u>
Operating surplus before working capital changes	77,550
Increase in receivables	(137,299)
Increase in payables	<u>76,750</u>
Net cash from operating activities	<u>17,001</u>
 CASH FLOW FROM INVESTING ACTIVITY	
Purchase of property, plant and equipment/net cash used in investing activity	<u>(17,001)</u>
 NET INCREASE IN CASH AND CASH EQUIVALENTS	-
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	<u>-</u>
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u><u>-</u></u>

The notes on pages 8 to 10 form an integral part of these financial statements
Auditors' report on pages 1 and 2

Company No. 368625 V

**FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS**
(Incorporated in Malaysia)

**NOTES TO THE FINANCIAL STATEMENTS
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008**

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

The financial statements of the Security Services Accounts have been prepared under the historical cost convention unless otherwise disclosed in the accounting policies below, and comply with applicable MASB Approved Accounting Standards in Malaysia for Private Entities.

(b) Property, Plant and Equipment and Depreciation

Property, plant and equipment are stated at cost less accumulated depreciation and impairment losses.

Depreciation is calculated on a straight-line basis over the expected useful lives of the furniture and fittings at the rate of 20% per annum.

On disposal of a property, plant and equipment, the difference between the net disposal proceeds and the carrying value is charged or credited to the income statement.

(c) Receivables

Receivables are carried at anticipated realisable value. Bad debts are written off in the period in which they are identified. An estimate is made for doubtful debts based on a review of all outstanding amounts at the balance sheet date.

(d) Cash and Cash Equivalents

For purposes of the cash flow statement, cash and cash equivalents include cash on hand and in banks and deposits at call, net of outstanding bank overdrafts.

(e) Impairment of Assets

At each balance sheet date, the Company reviews the carrying amount of the assets of the security services fund other than financial assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, impairment is measured by comparing the carrying values of the assets with their recoverable amounts. Recoverable amount is the higher of net selling price and value in use, which is measured by reference to discounted future cash flows. Recoverable amounts are estimated for individual assets or, if it is not possible, for the cash-generating unit to which the asset belongs.

An impairment loss is charged to the income statement immediately, unless the asset is carried at revalued amount. Any impairment loss of a revalued asset is treated as a revaluation decrease to the extent of any available previously recognised revaluation surplus for the same asset.

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

NOTES TO THE FINANCIAL STATEMENTS
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

1. SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

(e) Impairment of Assets (Cont'd)

Reversal of impairment losses recognised in previous years is recorded when there is an indication that the impairment losses recognised for the asset no longer exist or have decreased. The reversal is recognised to the extent of the carrying amount of the asset concerned that would have been determined (net of amortisation and depreciation) had no impairment loss been recognised. The reversal is recognised in the income statement immediately, unless the asset is carried at revalued amount. A reversal of an impairment loss on revalued asset is credited directly to revaluation surplus. However, to the extent that an impairment loss on the same revalued asset was previously recognised as an expense in the income statement, a reversal of that impairment loss is recognised as income in the income statement.

(f) Financial Liabilities

Payables are stated at cost which is the fair value of the consideration to be paid in the future for goods and services received.

(g) Revenue Recognition

Revenue from security charges is recognised upon rendering of the services concerned.

2. PROPERTY, PLANT AND EQUIPMENT

	Furniture and <u>fittings</u> RM
Cost:	
At 29 June 2004/31 December 2008	<u>17,001</u>
Accumulated depreciation:	
At 29 June 2004	17,001
Charge for the period	<u>(6,800)</u>
At 31 December 2008	<u>10,201</u>
Net book value:	
At 31 December 2008	<u><u>10,201</u></u>

3. TRADE RECEIVABLES

The normal credit term is 14 days.

Company No. 368625 V

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

NOTES TO THE FINANCIAL STATEMENTS
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

4. AMOUNT DUE (TO)/FROM DEVELOPER

	RM
Due from developer	31,604
Due to developer	<u>(45,504)</u>
	<u><u>(13,900)</u></u>

This represents unsecured and interest free cash advances with no fixed term of repayment.

5. REVENUE

This represents security fees from security services.

6. OTHER OPERATING EXPENSES

This has been arrived at after charging auditors' remuneration of RM4,000.

Company No. 368625 V

FOR MANAGEMENT PURPOSES ONLY

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.
PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
(Incorporated in Malaysia)

DETAILED INCOME AND EXPENDITURE
PERIOD FROM 29 JUNE 2004 TO 31 DECEMBER 2008

	RM
Revenue	905,550
Less: Expenditure	
Audit fee	4,000
Access card and car stickers * <i>RM50/- deposit?</i>	2,130
Depreciation of property, plant and equipment	6,800
Electricity charges	2,234
External security charges	550,199
Inhouse security charges	6,788
Lanscaping ?	35,200
Legal fee for issuing of letter of demand	11,226
Property management fees <i>RM6000</i>	186,000
Repair and maintenance of auto barrier gate system <i>(details?)</i>	24,305
Service tax charges <i>→ illegal?</i>	200
Sundry expenses	1,244
Telephone expenses	2,932
Water charges	1,542
	834,800
Surplus for the period	70,750

ENCLOSURE 6

MINUTES OF THE PHRA COMMITTEE MEETING HELD AT 8.30 P.M. ON THURSDAY, 16 JULY, 2009 AT SRI MELUR JAYA RESTAURANT, PUCHONG

PRESENT

Chairman: Cheah Keat Swee

Members: Lim Hock Lai, N. Ramesh, Yeak Nai Siew, John Choong, Andrew Wan, Angela Tan, Freddie Lam, Ken Ng, Yap Soo Wan, Andy Quah, Soo Fui Chen, Bennet Ho, Apryl Loo, Tey Kim Heng, Heng Ewe Jin, Kenny Lok, Gun Huai Cheng, Ravin, Lim Hock Ming, Brian Chai

Absent with apologies from Yap Boon Huan who is recuperating from an operation.

Briefing of previous meeting and agenda for this meeting

The Chairman started the meeting by updating everyone on what has been going on so far since the last major meet up and then continued onto today's agenda.

The Agenda:

- 1. Guard House matters**
- 2. Audited Accounts and Management hand over**
- 3. Other issues with developer vis-à-vis Charles' case**
- 4. Allocation of portfolios**
 - a. Security**
 - b. Membership**
 - c. Social and community matters**
 - d. Maintenance and Landscaping**
 - e. Liaison with authorities**
- 5. Membership drive and door-to-door campaign; e-Group or online forum for information dissemination**
- 6. Family Day**
- 7. Security services**
- 8. DAP dinner**
- 9. Other Matters**

Guard House matters

After the last meeting, Chairman and Yeak (Assistant Secretary) had a follow up meeting with Mr. Chang of House Buyers Association (HBA) to discuss the action of bringing forward the relocation of guard house. We will continue to state our stand that PHRA will only take over the security management upon the settlement of the guard house legality and audited accounts.

Other matters such as PH2/1 back lane issue and PABX, were mentioned but these issues will be dealt separately from the handing over of the management.

The committee members agreed that PHRA will leave the decision on the relocation of the guard house to MPSJ.

An accident occurred at the guard house on 10 June 2009 when a drunken Nigerian driving a KIA rammed down the entry auto-gate column and barrier next to the guard house. It clearly showed that the current guard house is not safe and poses tremendous physical danger to residents, visitors as well as the guards stationed there. The guard had made the police report on the accident and photos had been sent to Developer to assess the damage done and to process for a replacement while the guards have to use the manual bar for now.

The Developer has installed a No-Right-Turn sign near the guard house. Unfortunately, although the position of the No-Right-Turn sign is hardly ideal and obscured, residents continue to make illegal right turns when exiting with fully knowledge of the dangers.

A target is set to September 2009 to get Guard House relocated and legalized by MPSJ.

Audited Accounts and Management hand over

John Choong (Treasurer) gave an excellent analysis of the audited accounts given by Developer. The accounts are for the period from 29th June 2004 to 31 December 2008 (4 1/2 years).

John questioned the independence of this audited accounts as the auditor's report qualified that "This report is made solely to the directors of the Fivestar (Puchong) Sdn Bhd and for no other purpose".

However, the more obvious questions demanding further explanation from Developer are:

- There was 3 months deposit paid on PPE (equipment for auto pass card) from each household which estimated to RM60K. However this is not stated in the accounts.
- Since the audited report is not independent and prepared solely for the directors of Fivestar, we should not be made to bear the cost of the audit fee.
- What is the purpose of "In-house Security" cost while there is already an "External Security"? Is this cost relevant?
- Landscaping cost was not mentioned in Supplement Agreement and hence should not be included in the expenses.
- Legal fee for issuing of letter of demand requires sighting of lawyer's charges as the amount is unusually high.
- How were the Property Management fees amounting to RM186,000 spent?

It is contended that the expenses incurred should be exclusively for the purpose of security.

Since the accounts issue goes hand in hand with the guard house issue, the cost of guard house relocation will need to be settled together with the above accounting disputes.

All committee members agreed that PHRA will not take over the security management from the Developer provided that the guard house and accounts issues are settled and mutually agreed upon.

The committee also gave John Choong the blessing to take the lead in bringing forth the above accounting matters to the Developer.

Developer vis-à-vis Charles' case

Charles had decided to move on with his legal case on his own. The case has caused the Developer issues and PHRA has in some perspective benefited from this.

However, it is a two edged sword as the Developer has chosen to plead *sub judice* when it comes to issues that involve the guard-house et al. This may hamper the handover of security management to PHRA.

As a matter of fact, Charles' case and management handover are two different issues that should be dealt separately. PHRA cannot have any official relationship to this case nor can it be seen to be part of the case.

Chairman Cheah briefed PHRA on what to do and what not to do with regards to this case. He stated an example of requesting Charles' lawyer to subpoena PHRA for the meeting minutes if they want to use it to support their case.

Allocation of portfolios

The Chairman suggested that PHRA be fully prepared to "hit the ground running" with relevant operational portfolios when we take over the management of Puchong Hartamas Phase 1.

He proposed the creation of a shared vision and mission statement for PHRA (based on core family values) that shall set the direction of the current and future PHRA towards making PH an ideal community. We need to be always reminded of our purpose of buying our house in Puchong Hartamas. This requires further discussions and brainstorming.

No official appointment of portfolios has been assigned yet as it requires detailed planning and fine tuning. The Chairman suggested setting up sub-committees for some of the major portfolios. Each sub-committee shall brainstorm and make proposals to the general committee.

The committee was briefed on the idea and all are welcomed to give comments and suggestions to such efforts.

Membership drive

The key to the success of PHRA is membership. Currently only 45% of the residents are members. A door-to-door visitation is proposed by the Chairman and each Road Rep shall carry out the visit at their respective road.

A consistent message must be presented to residents. Information must be disseminated to the residents either online or through leaflets. 2-way communications between residents and PHRA is vital for the success of PHRA. The Chairman suggested creation of forums for residents to lodge complaints and have discussions. The Chairman volunteered to chair a sub-committee to work out ideas and discuss in the next meeting. Volunteers are needed for this door-to-door campaign.

The Chairman pointed out that in the PHRA Constitution, membership consists of not just house owners but tenants as well. The Chairman asked whether this should be amended to allow only property owners to vote.

No conclusion has been made yet but this is a possible resolution for the next AGM.

Family Day

A Family Day is planned to officiate the hand-over of the Puchong Hartamas Phase 1 management to PHRA and to launch our mission statement. Some VIPs such as MP and Adun will be invited to attend the event. Details of guests have not been confirmed yet. We will most likely have one more meeting before we make the final decision on the Family Day.

Apryl Loo (Road Rep) has agreed to arrange for sponsorship (the amount to be confirmed). She is asking for volunteers to assist her to make the event a success.

PHRA would like to record appreciation of Apryl's offered contribution to the PH Family Day.

Security Services

The Chairman had initiated a discussion with the current Security Service company since they have been providing the service for the past 4 years. It is understood that the quality of security service has not been satisfactory. The reason given by Security Service manager is the typical "pay peanuts get monkeys" answer.

The Chairman requested the security manager to provide us with a proposal on how to improve their service with justified cost.

A Security Services sub-committee under Mr Ramesh (Deputy Chairman) will look into requisite SOP and SLA for security service providers. Cost should commensurate.

DAP Dinner

PHRA has sponsored RM500 for dinner organized by DAP Selangor at Bandar Puchong Utama. Supporting DAP Dinner is prudent because our councilors and MP are from DAP.

Tickets for the table were handed out by Bennet Ho to those who were free to attend the dinner.

Other Matters

The Chairman informed us that Bennet Ho as a member of the area's JKPP has contributed towards PH maintenance. This is under Steven Chin who is the MPSJ Councilor for Puchong Hartamas area. The committee thanked him for his spirit of volunteerism.

The next meeting is proposed to be in the mid-August. Exact date has not been decided yet but it would be near weekend such as Friday night.

There being no other matters arising, the Chairman adjourned the meeting with thanks to all those who attended.

(Cheah Keat Swee) Chairman PHRA 2009/2010	(Yap Boon Huan) Secretary PHRA 2009/2010	(Yeak Nai Siew) Assistant Secretary PHRA 2009/2010

ENCLOSURE 7

Puchong Hartamas Residents Association

No. 30 Jalan PH2/1, Taman Puchong Hartamas

(Draft copy)

Date: 17th July 2009

Fivestar Development (Puchong) Sdn Bhd
No. 160, Jalan Kelang Lama
58000 Kuala Lumpur

Attention: Mr Steven Foo

Dear Sir

Puchong Hartamas Security Services Accounts
Audited Financial Statements from 29 June 2004 – 31 December 2008 (4 ½ years)

We thank you for the set of Audited Financial Statement for the period ended 31st December 2008.

The Audited Accounts was deliberated by our Residents Committee members on 16th July 2009 and the following are comments for which clarification is sought from Fivestar (Puchong) Sdn Bhd ("FPSB"):

1. Auditor Report by Sekhar & Tan

The Auditor report states that; "This report is made solely to the directors of the Fivestar (Puchong) Sdn Bhd and for no other purpose. We do not assume responsibility to any other person for the content of this report"

Our comment: Since the said audited report expressly serves the interest of the Board of Directors of FPSB only, the Residents Committee is apprehensive about whether the interest of the Residents being taken care of and also about the independence of the audit.

2. *Balance Sheet as at 31 December 2008*

The Residents Committee comments on the Balance Sheet as at 31 December 2009 are;

- a. Sundry Payables - RM 62,850

Our comment: We request a list of the Sundry Payables and the nature of such expenses.

- b. Security Deposits paid by the Residents

Our comment: How did FPSB account for the 3 months Security Deposits paid by the Residents upon execution of the Supplemental Agreements?

3. *Income & Expenditure Statement from 29 June 2004 – 31 December 2008*

Our Residents Committee in determining what is to be charged into our Income and Expenditure Accounts, advocates that (1) it must be fair and reasonable and (2) expenses incurred must be wholly and exclusive for the provision of Security Services as defined in our Supplemental Agreement.

- a. Audit Fee – RM 4,000

Our comment: Since the Audited Report is prepared wholly and exclusive for the Board of Directors of FPSB, the Residents Committee requested that FPSB bear the full cost of this audit exercise.

- b. **Our comment:** In-house Security Guards (RM 6,788)

We seek an explanation as to the rationale for in-house Security Guards, when we have engaged an external security for this purpose.

Is this the not the responsibility of the Developer to safeguard their property that they developed?

- c. Landscaping - RM 35,200)

Our comment: Landscaping has nothing to do with the provision of Security Services. The Second Schedule of Supplemental Agreement clearly stated; (1) The Facility – Perimeter Fencing, 2 Access Card & Guardhouse, (2) The Services – 24 hours security services. This amount should rightly to be reversed out from the Security Service Accounts.

Furthermore, it is the duty of the Developer to maintain the premises before handing over to the relevant Authority.

d. Legal Fee (RM 11,266)

Our comment: Legal fee is unusually high for issuing letters of demand to defaulting Residents and therefore request a schedule of charges by the legal firm. In addition, we need to know the accounting treatment for the legal charges and late interest (if any) billed to respective Residents.

e. Property Management Fees (RM 186,000)

Our comment: We request a schedule detailing the Property Management Fees paid; amounts, types of services provided and its duration.

This is to justify reasonableness of the fees paid and to ensure that fees commensurate with the services provided.

We reiterate our desire to expedite the management handover process of Puchong Hartamas without further unnecessary delay. Since the audited accounts form a major part of the handover exercise, we look forward to meeting you as soon as possible to discuss and work out mutually acceptable terms for the Puchong Hartamas Security Accounts.

We appreciate if you could suggest a time and date at your earliest convenience for the meeting.

Thank you

Yours sincerely

John Choong
Treasurer, PHRA

ENCLOSURE 8

Fivestar Development

Date : 23rd July 2009

PUCHONG HARTAMAS RESIDENTS ASSOCIATION

C/o No. 30, Jalan PH 1/2,
Taman Puchong Hartamas,
47100 Puchong,
Selangor Darul Ehsan.

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur
Malaysia

T (603) 7881 7887
F (603) 7881 7603
E-mail: tlkg@capitalland.com.my
www.capitalland.com.my

Dear Sirs/Madam,

**RE : PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
AUDITED FINANCIAL STATEMENTS PERIOD FROM 29TH JUNE 2004 TO 31ST
DECEMBER 2008**

Reference is made to your letter dated 17th July 2009 which we have received through facsimile dated 21st July 2009 pertaining to the above.

Please be advised as follows:-

(1) **Auditors' Report by Messrs Sekhar & Tan**

The said Auditors' Report stated clearly that sufficient evidence have been served to the Auditors to enable them to provide a basis for their audit opinion and the Auditors opined that the financial statements have been properly drawn up to give a true and fair view of the financial position of the Puchong Hartamas Security Services Accounts as of 31st December 2008 and of its financial performance and cash flows for the period from 29th June 2004 to 31st December 2008.

We always believe that the interests of the Residents have been taken care of by our Company. The Residents Association may feel free to engage any other independent auditors to perform the audit on the said financial statements at your own expense as to justify the Auditors' Report made by Messrs Sekhar & Tan.

(2) **Balance Sheet as at 31st December 2008**

- (a) *Sundry Payables of RM62,850.00*
The Sundry Payable comprises the following:-

Total Security Deposits paid by the Residents	RM58,650.00 (N1)
Audit Fees for Security Services Accounts	RM 4,200.00 (N2)
Total	<u>RM62,850.00</u>
<i>N1</i>	
Phase 1	318 units @ RM150.00 each
Phase 5	48 units @ RM150.00 each
Phase 5A	25 units @ RM150.00 each
	<u>RM47,700.00</u>
	<u>RM 7,200.00</u>
	<u>RM 3,750.00</u>
	<u>RM58,650.00</u>

(*) This sum shall be treated in accordance with sub-clause 6.4(b) of the Supplemental Agreement and the balance (if any) is to be passed to the Committee.



A MEMBER OF TAN LAI KIM GROUP

N2

Inclusive of the Audit Fees of RM4,000.00 and the Service Tax Charges of RM200.00.

- (b) *Security Deposits paid by the Residents*
(* Please refer to Item (2)(a) as mentioned hereinabove.

(3) **Detailed Income and Expenditure**
Period from 29th June 2004 to 31st December 2008

We write to raise to your attention of Recital (6) of the Supplemental Agreement whereby it was stated clearly that "This Agreement is supplemental to the Sale Agreement" and we always referred to both Agreements while performing our provision of facilities and maintenance to the Residents.

- (a) *Audit Fees of RM4,000.00*
As requested by the Residents Association vide your letter dated 10th February 2009, we have engaged Messrs Sekhar & Tan to conduct the audit on the financial statements for the financial period from 29th June 2004 to 31st December 2008 solely and exclusively for the reference and benefits of the Residents as a whole. This is to ensure that the entire financial statements for the said period (i.e. before the handing over of the facilities/services to the Residents Association) are free from material misstatement as to give a true and fair view to the Residents. As such, the said Fees were noted in the accounts as an expense.
- (b) *Security Charges*
- i. *In-House Security Charges of RM6,788.00*
The said sum involving the basic salary, the EPF and the SOCSO incurred for a security guard supervisor employed for the months of January and February 2005. His duty is to supervise the security guards from the external security firm.
- ii. *External Security Charges of RM550,199.00*
The said sum made payable to the external security firm was for the period from January 2005 to December 2008.
- (c) *Landscaping of RM35,200.00*
We write to raise to your attention to Clause 16 of the Sale Agreement as follows:-
"The Vendor shall provide services, including refuse collection, cleaning of public drains and grass cutting on the road reserves, as from the date of handing over of vacant possession until the same are taken over by the Appropriate Authority but until they are so taken over the Purchaser shall, from the date he takes vacant possession of the said Property, contribute from time to time a fair and justifiable proportion of the cost and expense of such services, such apportionment to be made by a quantity surveyor appointed by the Vendor".



As such, the said sum was charged to the accounts as an expenses incurred for the period from January 2005 to August 2008 (Total: 44-months) only.

Thereafter, the same are taken over by the Appropriate Authority with effect from 08th September 2008.

- (d) *Legal Fees for Issuing of Letter of Demand ("LOD") amounting to RM11,226.00*
- i. First LOD issued in the month of December 2007 to 109 defaulting residents at a fee of RM80.00 and service tax of RM4.00 per LOD (Total: RM9,156.00).
 - ii. Thereafter we resent the "unclaimed" LOD to 69 defaulting residents at a fee of RM30.00 per LOD (Total: RM2,070.00).

We will recognize the recoverable legal fees and late interests in the account as income upon collection of the same.

- (e) *Property Management Fees of RM186,000.00*
This sum was made payable for property management services provided for the period from April 2005 to December 2008 as follows in accordance with the Property Management Agreement between our Company and the Property Manager:-

April 2005 to December 2006	@ RM3,000.00 per month	RM 63,000.00
January 2007 to March 2008	@ RM4,000.00 per month	RM 60,000.00
April 2008 to December 2008	@ RM7,000.00 per month	RM 63,000.00
Total		<u>RM186,000.00</u>

The basic duties of the Property Manager:-

- i. where required, to collect all deposits from the individual or corporate purchasers;
- ii. to collect the service charges as provided in the Sale Agreements between the Company and the individual or corporate purchaser for the controlling, managing, administering, maintaining and regulating the use and enjoyment of Phase 1 of Puchong Hartamas and the Common Facilities, excluding the individual parcels;
- iii. to employ, hire or contract for the supply of the necessary staff and services to carry out the Manager's said duties;
- iv. to ensure that proper records and books of accounts relating to Phase 1 of Puchong Hartamas are maintained at all times and that such records and books of accounts are at all reasonable times available for inspection by the officials, authorized personnel and/or auditors of the Company;



- v. to ensure that all complaints relating to Phase 1 of Puchong Hartamas and/or the Common Facilities (whether written or oral) by purchasers and residents are attended to immediately and wherever possible to resolve the same expeditiously;
- vi. to resolve the said complaints and in the event that the Manager is unable to resolve the said complaints, the Manager must refer the matter to the Company as soon as the Manager fails to resolve the same; and
- vii. any other duties involved in the efficient management and operation of Phase 1 of Puchong Hartamas and the Common Facilities.

Manner of Maintenance:-

- i. to ensure safety of purchasers/occupants, visitors and/or the general public;
- ii. to provide a clean and healthy environment on and in Phase 1 of Puchong Hartamas and Common Facilities;
- iii. to ensure that cleaning services of Phase 1 of Puchong Hartamas and/or the Common Facilities are monitored and provided at all times and particularly emphasis must be placed on the entrance and common areas of Phase 1 of Puchong Hartamas; and
- iv. to remove and dispose off all types of rubbish from Phase 1 of Puchong Hartamas to the central refuse chamber and thereafter to any approved dumping grounds until such service is taken over by the Appropriate Authorities or the Residents Management Committee, whichever is earlier.

Manner of General Administration:-

- i. to keep a set of files, record and inventory of all equipment;
- ii. to prepare an annual operating budget which acts as the basis for calculating the contributions that will be imposed on each unit purchasers/occupants for the year to be used for the Management Fund. The Management Fund provides for routine running costs. To ensure that the purchasers/occupants contribute to the funds in proportion to the unit share value of their lots/areas;
- iii. to advise on insurance coverage for Phase 1 of Puchong Hartamas, public liability and other matters required by law;
- iv. to attend to complaints relating to Phase 1 of Puchong Hartamas and the Common Facilities by the purchasers/occupants;
- v. to record minutes of meetings of Phase 1 of Puchong Hartamas Management Committee and the residents, if any;
- vi. to control and set rules for the optimum use of all Common Facilities/areas;
- vii. to recommend on the maintenance/service fee;
- viii. to collect maintenance/service charges and other monies from the purchasers/occupants;
- ix. to maintain a set of accounts recording billings and collection of maintenance/service fee, arrears, issuing of receipts, sending reminders to defaulters and/or debtors;
- x. to certify completion of works undertaken by contractors and to recommend payments; and
- xi. the payment of salaries and other allowances to all directly employed Phase 1 of Puchong Hartamas staff, if any.



- 5 -

Operational Management:-

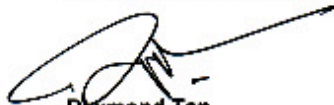
- i. to engage security guards and other Phase 1 of Puchong Hartamas staff;
- ii. to administer and to ensure the satisfactory carrying out of works by contract service contractors; and
- iii. to prepare a monthly report.

We hope the above clarification is sufficient to enable the Residents Association to justify the amounts stated in the Audited Report.

Thank you!

Yours faithfully,

FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.



Raymond Tan
Managing Director

ENCLOSURE 9

Puchong Hartamas Residents Association

No. 30 Jalan PH2/1, Taman Puchong Hartamas
47100 Puchong, Selangor

Date: 13th August 2009

Fivestar Development (Puchong) Sdn Bhd
Bangunan Tan Lai Kim
No. 160, Jalan Kelang Lama
58000 Kuala Lumpur

Fax/Mail

Attention: Mr Raymond Tan

Dear Raymond,

Puchong Hartamas Security Services Accounts
Audited Financial Statements for the period 29 June 2004 – 31 December 2008

We thank you for the prompt reply dated 23rd July 2009 and duly note your elaboration. It is our sincere belief that both parties will be able to mutually agree on the accounts in due course and we submit herewith our further inputs for your reference:

4. Auditors' Report by Messrs Sekhar & Tan

We are heartened by FDSB's stated commitment to the interest of Residents and as such see it unnecessary to appoint our own audit firm under current circumstances. FDSB would appreciate that as a residents association we are accountable to residents. Therefore we request that our Treasurer be allowed to peruse available substantiation documents at your office in order for us to avoid unnecessary future complications with any apprehensive residents.

5. Balance Sheet as at 31 December 2008

Thank you for the breakdown details and in the matter of Security Deposits paid by Residents we request that the full sum of Security Deposit - RM 58,650.00 be passed to the Residents Association (RA). The RA undertakes not to refund

individual deposits without referring to FDSB for cross checking with the latter's debtor list of outstanding security charges as at handover date.

6. Income & Expenditure Statement from 29 June 2004 – 31 December 2008

We duly note your rationale regarding both agreements but most residents would contend that the two agreements are related but distinct in their purpose; (1) Sales & Purchase Agreement provisions govern the contractual terms between the Vendor and Purchaser on the property whereas (2) the Supplemental Agreement is for the provision of Security Services as defined.

f. Audit Fee – RM 4,000

By virtue of Items 1 & 2 (a) above, we propose to be responsible for 50% of the audit fee and service tax. .

g. Security Charges

(i) In-house Security Charges

The RA accepts your explanation and considers this matter closed.

(ii) External Security Charges

In reference to item (1) above, the RA would be grateful if FDSB could forward our Treasurer a copy of the engagement contract with the security contractor which would also enable the RA to re-negotiate the SLA and SOP upon management take-over.

h. Landscaping - RM 35,200

We hope you will understand our apprehension when notified of this substantial sum for landscaping especially when there has never been any notice given under Clause 18

Clause 18 of the Sales Agreement states that "...Every written notice to the Purchaser requesting for the payment of such contribution from the Vendor shall be supported by a statement issued by the Vendor which shall include a list and description of the services provided, the expenditure incurred and the amount of such contribution due to the Vendor in respect thereof"

We can accept that there would be expenses incurred under Clause 16 but would request the RA Treasurer be allowed to peruse substantiation

documents at your office to satisfy residents who may complain of FDSB's oversight of Clause 18 conditions.

i. Legal Fee (RM 11,266)

We request that legal fees incurred in recovery of security services fee be on the account of the respective non-paying residents to be collected by FDSB before the cut-off date. Therefore the RM11, 266 should be reversed out.

j. Property Management Fees (RM 186,000)

Although the exact Property Management Fee is not defined nor quantified in the Supplemental Agreement, for the sake of good order we would not like to dispute the RM186, 000. However, we appeal to FDSB for a goodwill discount of RM1,000 per month for the whole period.

We appreciate if you could suggest a time and date at your earliest convenience for a meeting to discuss and coordinate handover matters.

Thank you

Yours sincerely



Cheah Keat Swee
Chairman,
Puchong Hartamas Residents Association

ENCLOSURE 10



JUB SEGAR

(No. Pendaftaran: 1996/ST00190)
JURUKUR-JURUKUR SAHAN BERKAWAN & PERUNDING KOS PEMBINAAN
CHARTERED QUANTITY SURVEYORS & CONSTRUCTION COST CONSULTANTS

Address: 158-159 Kompleks Mawar, Jalan Jejaka, Taman Mawar, 55100 Kuala Lumpur
Tel: 603-9282 1101, 9282 1213, 9200 5387
Fax: 603-9282 3207

Our ref: CLSB/JUBS/RT/MS/001

Date: 9th July 2004

FIVESTAR DEVELOPMENT (PUCHONG) SDN BHD

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur

ATTN: RAYMOND TAN

Dear Sir,

RT1, RT2, RT3, RT4 & RT5 RUMAH TERES 2 TINGKAT DI ATAS SEBAHAGIAN LOT 1918,
BATU 14, JALAN PUCHONG, MUKIM PETALING, DAERAH PETALING, SELANGOR
DARULHSAN FOR MESSRS FIVESTAR DEVELOPMENT (PUCHONG) SDN BHD

- MAINTENANCE OF SERVICES

We wish to report the estimated proportion of the cost and expense for maintenance of the services as follow:-

i) Cleaning of public drains	Lump Sum	RM550.00/month
ii) Grass cutting on the road reserves	Lump Sum	RM450.00/month
iii) Refuse collection	per unit	RM 40.00/month

Yours faithfully,
JUB SEGAR

EDMUND FOO CHEE TUCK

- c.c. - Akitek Binareka (Mr. Richard Eng/Mr K C Leong)

FIVESTAR DEVELOPMENT

Date : 02nd September 2009

PUCHONG HARTAMAS RESIDENTS ASSOCIATION

C/o No. 30, Jalan PH 2/1,
Taman Puchong Hartamas,
47100 Puchong,
Selangor Darul Ehsan.

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur
Malaysia

T (603) 7981 7887
F (603) 7981 7603
E-mail: tlkg@capitalland.com.my
www.capitalland.com.my

Dear Sirs/Madam,

**RE : PUCHONG HARTAMAS SECURITY SERVICES ACCOUNTS
AUDITED FINANCIAL STATEMENTS PERIOD FROM 29TH JUNE 2004 TO 31ST
DECEMBER 2008**

Reference is made to your letter dated 13th August 2009 which we have received through hand delivery on 21st August 2009.

We write to enlighten your goodself as follows:-

(1) **Auditors' Report by Messrs Sekhar & Tan**

We regret to inform that your request as to allow your Treasurer to peruse the documents at our office is not acceptable by the Management. However, the Residents Association ("RA") may feel free to engage any independent auditors to perform another set of audit on the said Financial Statements at the RA's expense for further justification of the same.

(2) **Balance Sheet as at 31st December 2008**

Please be informed that the Outstanding Security Service Charges as at 31st July 2009 are listed as follows:-

<u>Phase</u>	<u>Total Units Available</u>	<u>Total Units Outstanding</u>	<u>Outstanding Amount</u> (RM)
5	48	32	13,028.00
5A	25	12	5,741.00
1	318	222	151,426.00
Total	391	266	170,195.00

We write to enlighten the RA of the provision in sub-clause 6.4(b) of the Supplemental Agreement whereby it states that "...the Vendor shall pass the deposit paid by the Purchaser, less such sum as may be due and payable by the Purchaser to the Vendor..." and in view of the Outstanding Security Charges as mentioned hereinabove which is more than the Security Deposits in the accounts, our Management is not able to pass the said Security Deposits to the RA. It would be much appreciated that the RA to urge the Purchaser to settle the Outstanding Security Charges with us at their soonest.

(3) **Detailed Income and Expenditure
Period from 29th June 2004 to 31st December 2008**

We write to reiterate the provision in Recital (6) of the Supplemental Agreement which has stated clearly that the Supplemental Agreement is supplemental to the Sale Agreement and therefore we always referred to both Agreements while performing our provision of facilities and maintenance to the Residents.

(Signature)



A MEMBER OF TAN LAY SUN GROUP

- (a) *Audit Fees of RM4,000.00*
As advised earlier, we have engaged the Auditors to conduct the audit solely and exclusively for the reference and benefits of the Residents as a whole, as per the request made by the RA vide the RA's letter dated 10th February 2009 and as such the said sum was fully reflected in the account as an expense. We are not agreeable in absorbing 50% of neither the fees nor the service tax pertaining thereto.
- (b) *External Security Charges*
As requested, enclosed please find a copy of the Letter of Appointment from Fivestar Property Services Sdn. Bhd. to Inland Security Services Sdn. Bhd. dated 29th June 2006 for your kind reference.
- (c) *Landscaping of RM35,200.00*
We, the Developer, have performed according to Clause 16 of the Sales Agreement (old format of Schedule G as of before 01st December 2002) and the charges was in accordance with the sum reported by the quantity surveyor vide their letter dated 09th July 2004. A copy of the said letter was attached herewith for your kind attention.
- (d) *Legal Fees for Issuing of Letter of Demand ("LOD") amounting to RM11,226.00*
Please be informed that we have bargain for the discounts on the legal fees with the relevant solicitors. The solicitors have agreed to charge a sum of RM80.00 per LOD and have issued the bills to us accordingly. Thereafter, we have issued our Bill of Charge to the defaulting residents at the sum of RM105.00 per LOD.

In view of the above, we have treated the said Legal Fees as an expense in the account and thereafter we will recognize the recoverable legal fees and late interests in the account as "income" upon collection of the same.
- (e) *Property Management Fees of RM166,000.00*
Please be informed that we have forwarded your request to the attention of Fivestar Property Services Sdn. Bhd. for their further consideration.

We hope the above information is sufficient for RA's further consideration.

Thank you!

Yours faithfully,
FIVESTAR DEVELOPMENT (PUCHONG) SDN. BHD.


RAYMOND TAN
Managing Director



SECURITY SERVICES SDN. BHD.

No. 109, Block G, Jalan PJS 7/15, Bandar Sunway, 46150 Petaling Jaya
Tel: 03-5636 5551 Fax: 03-5632 0529
E-mail : kalsanresources@gmail.com

15th June 2006

FIVESATR PROPERTY SERVICES SDN BHD

Bagunan Tan Lai Kim
160 Jalan Tan Lai Kim
58000 Kuala Lumpur

ATTN : MR NICK SINGH

Dear Sir,

**RE : QUOTATION FOR SECURITY SERVICES AT TAMAN PUCHONG
HARTAMAS**

We refer to the above matter regards to the Security services at Taman Puchong Hartamas and we submit herewith our quotation for your kind consideration.

The following are our details:-

For the provision of uniformed guards for the duration of a month inclusive of Sunday and Public Holidays.

QUOTATION:

1 GUARD X 12 HRS X 30.5 DAYS X RM 5.00 PER MAN PER HOUR RM
1830.00

5% GOVT TAX RM 91.50

TOTAL RM

1921.50

PATROLLING

A mobile patrol to check each shift at least once during each shift will be provided free of charge.

SECURITY CHECK & ADVISORY SERVICES

Our Management staff will also visit the site at odd hours during the day or night to review the Security in force and examine for any possible weakness and to improvise where necessary and take the necessary action if required.

VETTING

All the Security Guards are sent for Police vetting prior to their employment.

MODE OF PAYMENT

14 Days from the date of Invoice

Should you require further clarification or queries, please do not hesitate to contact the undersigned.

We hope the above quotation meets your kind considerations and approval. We look forward to serve your esteem organization.

Thank you

Yours faithfully,
INLAND SECURITY SERVICES SDN BHD



KULWANT SINGH
Operation Manager
H/P 0163221551

Fivestar Property

Bangunan Tun Lee Kuu
160 Jalan Kelang Lama
56000 Kuala Lumpur
Malaysia

T (603) 781 7887
F (603) 781 7608

29 June 2006

INLAND SECURITY SERVICES SDN. BHD.
144 M. Jalan Thamby Abdullah,
Off Jalan Tun Sambhanathan,
Brickfields, 50470 Kuala Lumpur.

Attn : Mr Kulwant Singh

Dear Sir,

Re: Appointment of Security Services For Puchong Hartamas -
DSL Phase 1 (RT 1, RT 5, RT 8 & RT 12)

We refer to the above and wish to inform that we are appointing your security firm M/s Inland Security Services Sdn Bhd to provide security services at the above post at Puchong Hartamas main entrance with effective on 1 July 06 at 07.00 a.m. Kindly liaise with our Property Supervisor Mr Shan at 016-3775571 who will assist you at Puchong Hartamas for smooth handing over.

As discussed, you shall provide us a total of 7 (Seven) unarmed local guards at the rates of RM 4.50 per hour for Static Guard.

The stationing of your local Security guards is as follows:-

3 Guards	-	Day Shift	7.00 a.m. to 7.00 p.m.
4 Guards	-	Night Shift	7.00 p.m. to 7.00 a.m.

We request you to provide the following documents for our records and attention.

- 1 Name / Contact Numbers of Operations / Supervisor in Charge for both shifts and Emergency Contact Numbers.
- 2 Name and Identification documents photocopy of the guards deployed at site
- 3 To provide 4 nos of Walkie-Talkie for easy communication purpose and the cost and charges to be borne by your firm.
- 4 To provide motorcycle during day shift and bicycle for night shift for patrolling purpose. (All cost to be borne by your firm)

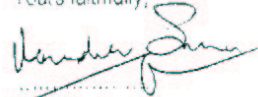
The Management will inform you of any further instruction, from time to time.



12-1553-V

Thanking you for your cooperation

Yours faithfully,



Nick Singh
Property Manager

cc: CL / CCY

**** Kindly bill your invoice in favor of: Fivestar Development Puchong Sdn Bhd



ENCLOSURE 11

Puchong Hartamas Residents Association

No. 30 Jalan PH2/1, Taman Puchong Hartamas
47100 Puchong, Selangor

Date: 8th September 2009

Fivestar Development (Puchong) Sdn Bhd
Bangunan Tan Lai Kim
No. 160, Jalan Kelang Lama
58000 Kuala Lumpur

Fax/Mail

Attention: Mr Raymond Tan

Dear Raymond,

Puchong Hartamas Security Services Accounts
Audited Financial Statements for the period 29 June 2004 – 31 December 2008

Thank your letter dated 2nd September 2009 regarding the above of which the contents are duly noted.

It is obvious there are differences in perspectives regarding the accounts as evidenced by the recent correspondence exchange.

Since it is obvious that both FDSB and the PHRA are at least in agreement on effecting a management handover, we feel it is timely that we meet. Could you please suggest a time and date at your convenience after 10th September 2009.

Thank you

Yours sincerely



Cheah Keat Swee
Chairman,
Puchong Hartamas Residents Association

ENCLOSURE 12

Puchong Hartamas Residents Association

No. 30 Jalan PH2/1, Taman Puchong Hartamas
47100 Puchong, Selangor

11th September 2009

En.Nor Azmi b. Hj. Mohd Rosli
Pengarah
Jabatan Bangunan
Majlis Perbandaran Subang Jaya
Persiaran Perpaduan, USJ 5
47610 Subang Jaya
Selangor Darul Ehsan

Dear En Nor Azmi,

RE: PUCHONG HARTAMAS PHASE 1 GUARD HOUSE LOCATION LEGALITY ISSUE

We are please to refer to our last letter to MPSJ on dated 17th June 2009 regarding the above.

Since the dialogue session organized by the MPSJ OSC took place on 21st May 2009 we would appreciate if your good office could update us on follow-up measures by MPSJ with the developer, Fivestar Development Sdn Bhd (FDSB).

We would also appreciate if you could extend a copy of the minutes of the 21st May dialogue session and copies of any follow-up letters to FDSB regarding the same, for our records.

Thanking you for your continued understanding and support we remain,

Yours Sincerely



Cheah Keat Swee
Chairman,
Puchong Hartamas Residents Association

ENCLOSURE 13

Fivestar Property

NOTICE

15 September 09

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur
Malaysia

T (603) 7981 7887
F (603) 7981 7603
E-mail: tlkg@capitalland.com.my
www.capitalland.com.my

TO ALL OWNERS , RESIDENTS & MEMBERS OF
RESIDENTS ASSOCIATION OF PUCHONG HARTAMAS FASA 1

**SUBJECT : NOTICE OF HANDING OVER PUCHONG HARTAMAS FASA 1 SECURITY
SERVICES TO THE RESIDENT'S ASSOCIATION**

With reference to the above and our Notice of Handover dated 14 July 09.

We wish to inform that the Vendor (Fivestar Development Puchong Sdn Bhd) hereby gives all owners the final reminder notice of one (1) month notice from the above date of handing over Puchong Hartamas Fasa 1 Security Services to the Residents Association which will be on 15 October 2009.

The Vendor (Fivestar Development Puchong Sdn Bhd) would like to seek the kind co-operation of all Residents Associations Committee Members to confirm for a meeting date to finalize the handing over..

The Vendor appreciates your cooperation and support towards working for the betterment of all the Residents of Puchong Hartamas Fasa 1.

Please do not hesitate to contact our Property Manager Mr Nick should you require further clarification and assistance on the above at H/P 012 – 2330777.

Thank you.

cc FDP Sdn Bhd
WC
RA'S Committee 2009

Chairman	Mr Cheah Keat Swee
Vice Chairman	Mr N. Ramesh
Secretary	Mr Yap Boon Huan
Asst Secretary	Ms Yeak Nai Swee
Treasurer	Mr John Choong Nyok Fatt



A MEMBER OF TAN LAI KIM GROUP

ENCLOSURE 14

Fivestar Property

Bangunan Tan Lai Kim
160 Jalan Kelang Lama
58000 Kuala Lumpur
Malaysia

T (603) 7981 7887
F (603) 7981 7603
E-mail: tlkg@capitalland.com.my
www.capitalland.com.my

30 September 09

PERSATUAN PENDUDUK TAMAN PUCHONG HARTMAS FASA 1
No 30 Jalan PH 2/3,
Puchong Hartamas.
47100 Puchong

Attn : Mr Cheah Keat Swee
Chairman

Dear Sir,

RE: MEETING WITH RESIDENTS ASSOCIATION OF FASA 1 PUCHONG HARTAMAS

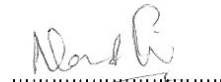
With reference to the above and your letter dated 8th September 09

We wish to inform that the Vendor are agreeable and glad to meet with you and your RA'S committee upon the completion of Fasa 1 Audited Accounts for the financial period from January 2009 to 15th October 09.

Please do not hesitate to contact the undersigned should you require further clarification and assistance on the above at H/P 012 – 2330777.

Thank you.

Yours faithfully,



Nick Singh
Property Manager

cc FDP Sdn Bhd



A MEMBER OF TAN LAI KIM GROUP

ENCLOSURE 15

DUPLICATE

DATED THE 26TH DAY OF APRIL, 2002

BETWEEN

FIVESTAR DEVELOPMENT (PUCHONG) SDN BHD
(Company No. 368625-V)

AND



SUPPLEMENTAL AGREEMENT
LOT NO. 192

MESSRS. JAL & LIM
Advocates & Solicitors
Peti #3 5th Floor, East Block
Wisma Selangor Dredging
142-B, Jalan Ampang,
50450 Kuala Lumpur

Tel no. : 03-21611218
Fax no. : 03-21616218

(Ref file : LHB/02/FDPSB/LSF/PH016)

DUPLICATE

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is made day and the year stated in Section I of the First Schedule hereto

Between

THE COMPANY which is incorporated in Malaysia whose particulars are as described in Section 2 of the First Schedule (hereinafter called "the Vendor") of the one part;

And

THE PARTY more particularly described in Section 3 of the First Schedule (hereinafter called "the Purchaser") of the other part.

WHEREAS

1. The Vendor is the beneficial and registered proprietor of all that piece of land as described in Section 4 of the First Schedule (hereinafter referred to as "the said Land").
2. The Vendor is developing the said Land as a housing and commercial development known as "Puchong Hartamas" or such other name as may be approved by the Authority (hereinafter referred to as "Puchong Hartamas"). Phase 1 of Puchong Hartamas comprises of three hundred and eighteen (318) units of double-storey terrace residential houses (hereinafter referred to as "the said Project").
3. The said Land is presently charged to Southern Bank Berhad (5303-W), of Level 3, Menara Southern Bank, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur [security agent for Southern Bank Berhad and United Overseas Bank (Malaysia) Bhd. (271809K)] ("the existing Chargees").
4. By virtue of the Sale and Purchase Agreement of the even date entered into between the Vendor and the Purchaser (hereinafter referred to as "the Sale Agreement"), the Vendor has agreed to sell and the Purchaser has agreed to purchase all that plot of land together with a double-storey terrace house to be constructed thereon, as described in Section 5 of the First Schedule (hereinafter referred to as "the said Lot").
5. In consideration of the Vendor agreeing to provide the facilities (hereinafter referred to as "the Facilities") and services (hereinafter referred to as "the Services") as stipulated in the Second Schedule hereto, the Purchaser hereby agrees to be bound by the provisions of this Agreement subject to the terms and conditions hereinafter set out.
6. This Agreement is supplemental to the Sale Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. PURCHASER'S COVENANTS AND OBLIGATIONS

- 1.1 The Purchaser hereby covenants and agrees with the Vendor and jointly and severally with other owners of the other lots comprised in the said Project to be bound by the covenants and to observe any restriction as set out hereunder.
- 1.2 The Purchaser hereby further covenants and undertakes with the Vendor that in the event of any subsequent sale or transfer of the said Lot by the Purchaser to a third party (hereinafter referred to as "the New Purchaser" including all subsequent purchasers), the Purchaser shall ensure and make it a

condition of such sale or transfer that the New Purchaser shall likewise covenant and undertake to be bound by the covenants and conditions contained herein.

- 1.3. For the period of eighteen (18) months commencing from the date vacant possession of the said Lot shall have been delivered or deemed delivered to the Purchaser whichever is earlier (hereinafter referred to as "the Service Period"), the Purchaser shall pay to the Vendor the Service Charge for the Services provided by the Vendor in the following manner :

- (a) three (3) months deposit as stated in Section 6(a) of the First Schedule hereto;
- (b) three (3) months advance payment as stated in Section 6(b) of the First Schedule hereto;

thereafter the Purchaser shall pay to the Vendor the Service Charge in advance every three (3) months PROVIDED ALWAYS that the Vendor shall be entitled at any time and from time to time at its absolute discretion by notice in writing to the Purchaser to increase the Service Charge payable by the Purchaser in respect of the said Lot.

- 1.4 During the Service Period, the Purchaser shall pay to the Vendor such proportion of the costs and expenses incurred for the upkeep and maintenance of the Facilities.
- 1.5 From the date of the establishment of the Resident Management Committee (hereinafter referred to as "the Committee"), the Purchaser shall pay to the Committee all charges payable herein for the Services and the Facilities subsequent to the Service Period together with an advance payment as the Sinking Fund (hereinafter referred to as "the Sinking Fund") for the upkeep and maintenance of the Facilities at such sum to be determined at the absolute discretion of the Committee PROVIDED ALWAYS that the Committee shall be entitled at any time and from time to time at its absolute discretion by notice in writing to the Purchaser to increase the charges payable and Sinking Fund payable by the Purchaser in respect of the said Lot.

2. SERVICES

- 2.1 In consideration of the Service Charge payable by the Purchaser to the Vendor, the Vendor shall provide the Purchaser the Services as stipulated in the Second Schedule.
- 2.2 To facilitate the administration, management and maintenance of the Services, and to enable the Vendor to discharge its duties and obligations hereunder the Purchaser hereby expressly agrees and consents that the Vendor shall be empowered to enter into contracts with any party or parties for valuable consideration for the management of the Services and the maintenance of the Facilities.
- 2.3 The Vendor shall at any time during the Service Period have the absolute right and liberty to completely assign its obligation to any other party person or corporation or to appoint an agent, to provide and maintain the Services and/or the Facilities and upon such assignment or appointment as aforesaid, the Purchaser shall thereafter deal with the assignee or agent in respect of all matters pertaining to the Services / the Facilities and shall pay all the Service Charge referred herein to the assignee or agent, as the case may be.

3. COVENANTS BY THE VENDOR WITH THE PURCHASER

- 3.1 Subject to the performance and observance by the Purchaser of the provisions of the Sale Agreement and this Agreement, the Vendor hereby agrees to be bound by the covenants and assume the duties in providing the Facilities and the Services set out hereunder during the Service Period.
- 3.2 The Vendor may perform such other functions as it deems necessary for the discharge of its duties hereunder.

4. **CERTIFICATE CONCLUSIVE EVIDENCE**

- 4.1 A certificate issued by the Vendor or its assignee shall be final and conclusive and binding on the Purchaser as to the amount of the Service Charge and the contribution to the costs and expenses incurred for the upkeep and maintenance of the Facilities.

5. **DEFAULT**

- 5.1 In the event that the Purchaser shall default in the payment of the Service Charge and/or other moneys payable pursuant hereto or any part thereof on the due date thereof, the Vendor shall be entitled to impose interest on such unpaid amount thereof calculated at the rate stipulated in Section 7 of the First Schedule hereto from the due date thereof to the date of actual payment thereof on a day to day basis and all solicitors costs and expenses incurred herein shall be borne by the Purchaser.

6. **THE RESIDENTS MANAGEMENT COMMITTEE**

- 6.1 The Vendor shall provide the Services during the Service Period only, thereafter the Services and the Facilities shall be taken over by the Residents Management Committee (hereinafter referred to as "the Committee").
- 6.2 The Committee shall be established at least three (3) months before the expiry of the Service Period and shall be in such form or legal entity as the Vendor deems fit under the circumstances.
- 6.3 The Purchaser together with all other owners of the other lots in the said Project shall become members of the Committee.
- 6.4 Upon expiry of the Service Period :
- (a) the duties and functions of the Vendor as set out in this Agreement shall be taken over and assumed by the Committee forthwith, except for the rights and benefits heretofore accrued or herein specifically reserved to the Vendor;
 - (b) the Vendor shall pass the deposit paid by the Purchaser, less such sum as may be due and payable by the Purchaser to the Vendor, to the Committee and deliver to the Committee all correspondences contracts or documents of title in respect of any asset or property purchased by the Vendor for the purpose of providing the Services and the Facilities;
 - (c) the Purchaser shall thereafter pay to the Committee the Service Charge, the Sinking Fund and/or such other moneys or charges for the Services and the Facilities.

7. **PURCHASER'S CONSENT FOR REFINANCING BY VENDOR**

7.1 **Consent for Restructuring / Refinancing**

Notwithstanding that the said Land is currently charged to the existing Chargees as security for a banking facilities granted to the Vendor, the Purchaser acknowledges that he is aware that the Vendor may restructure the existing banking facilities or refinance the said Land and as a result of which the Vendor may create new charge over the said Land in favour of any financier(s). For the purposes of Clause 2 of the Sale Agreement, the Purchaser hereby expressly agrees and consents that the Vendor may create a new charge(s) over the said Land in favour of any financier(s) without any further reference to the Purchaser or the Purchaser's Financier.

7.2 Parcel Free from Encumbrances upon Vacant Possession

The Vendor hereby undertakes that the said Lot shall be free from encumbrances immediately prior to the handing over of vacant possession of the said Lot to the Purchaser.

8. PROHIBITION AGAINST ENTRY OF CAVEATS

- 8.1 The Purchaser and/or his permitted assigns and/or his successors-in-title or personal representatives and/or his Financier who is financing the purchase of the said Lot shall not lodge any caveat or cause any caveat to be lodged on the said Land or any portion or portions thereof without the written consent of the Vendor first had and obtained. If the Purchaser breaches this obligation the Vendor shall be entitled to terminate this Agreement in accordance with the terms of the Sale Agreement and further fully indemnify the Vendor for any losses, damages and costs that the Vendor may suffer as a result thereof.

9. MISCELLANEOUS

9.1 Stamp duties

The Purchaser shall bear all stamp duty and expenses in respect of and/or incidental to this Agreement.

9.2 Time

Time wherever mentioned shall be of the essence of this Agreement.

9.3 Headings

The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

- 9.3 Any notice required to be given under this Agreement shall be in writing and shall be sufficiently served on the Vendor if delivered or forwarded by prepaid registered letter addressed to its abovementioned address and shall be sufficiently served on the Purchaser if delivered or forwarded by prepaid registered letter addressed to him at his address abovementioned or at his last known address. Any notice sent by the registered post shall be deemed to have been duly served on the date following the date on which the notice was so posted.

- 9.4 This Agreement shall be binding upon the successors-in-title and assigns of the Vendor and upon the heirs personal representatives or successors-in-title and permitted assigns of the Purchaser.

- 9.5 The laws of Malaysia shall govern this Agreement and all parties hereto shall submit to the jurisdiction of the High Court of Malaya in Kuala Lumpur.

- 9.6 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.

- 9.7 Words importing the singular number shall include the plural number and vice versa.

- 9.8 The invalidity or unenforceability of any provisions herein shall not affect the validity of the other provisions hereof.

[the rest of this page has been intentionally left blank]

THE SECOND SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

THE FACILITIES

1. Perimeter fencing around the said Project comprising the said Lot with a single entry /exit point [subject to the approval of the Authority].
2. Two (2) access cards for owner of each lot for the purposes of entry into the said Project. Additional and/or replacement card(s) may be purchased at a cost not exceeding RM50.00 each.
3. The guardhouse.

THE SERVICES

1. Security personnel providing 24 hours security services to the said Project.

* * *

[Handwritten signature]

ENCLOSURE 16

Cetakan Pertama 2007
HAK CIPTA TERPELIHARA

GARIS PANDUAN PEMBANGUNAN KONSEP '*GUARDED*' (PONDOK PENGAWAL) BUKAN DI BAWAH AKTA 318



Cetakan Pertama 2007
HAK CIPTA TERPELIHARA

DEFINASI SKIM 'GUARDED COMMUNITY'

GUARDED

Kawasan kepungannya yang disediakan dengan perkhidmatan keselamatan sama ada dengan penyediaan pondok pengawal atau tidak ataupun halangan fizikal.

An enclave that is provided with security services with or without a guard house and has no physical barriers.

KONSEP 'GUARDED'



?



X

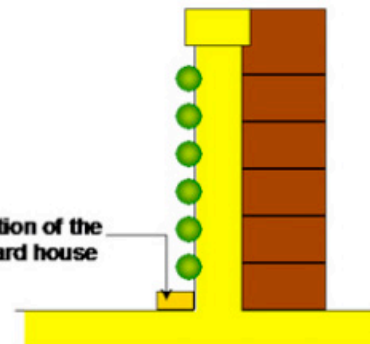


- ☐ **Permohonan oleh Persatuan Penduduk dan Pemaju sekiranya melibatkan pembangunan baru.**
- ☐ **Perlu persetujuan 85% penduduk (bagi skim perumahan sedia ada).**

KONSEP 'GUARDED'

- ☐ **Pondok pengawal sahaja dibenarkan dan saiz adalah 6 kaki x 8 kaki atau saiz lain yang difikirkan sesuai oleh PBT.**

Location of the
Guard house

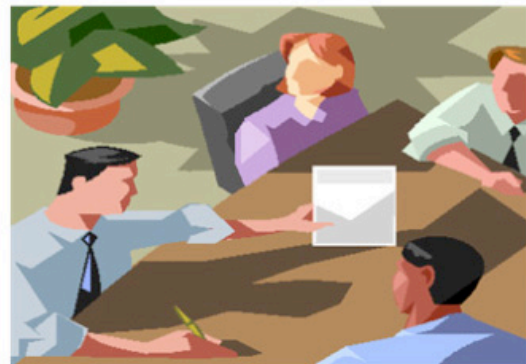


- ☐ **Pembinaan pondok pengawal yang tidak menghalang lalu lintas dan peletakannya di bahu jalan serta perlu mendapat kebenaran bertulis daripada PTD /PBT**

KONSEP 'GUARDED'

- ☐ Penghalang hanya dibenarkan beroperasi dari jam 12 tengah malam sehingga 6 pagi.
- ☐ Tidak dibenarkan menghalang kenderaan memasuki kawasan berkenaan.
- ☐ Pihak berkuasa berhak memasuki bila-bila masa ke dalam kawasan tersebut.
- ☐ Dilarang sama sekali membina tembok (*fencing*) yang mengelilingi kawasan pembangunan.

GARIS PANDUAN PEMBANGUNAN SKIM 'GATED COMMUNITY' DI BAWAH SEKSYEN 6(1A) AKTA HAKMILIK STRATA 1985 (AKTA 318)



DEFINASI SKIM 'GATED COMMUNITY'

GATED

Pembangunan yang dipisahkan dengan struktur binaan di sepanjang perimeter atau sempadan dengan akses keluar masuk adalah dikawal.

A development that is demarcated with a physical structure that runs along the perimeter or boundary with controlled access to the general public.

PERMOHONAN KEBENARAN MERANCANG

Tajuk permohonan perlu dinyatakan
SEKSYEN 6(1A) AKTA 318

Contohnya:

Permohonan Kebenaran Merancang Bagi Pembangunan Skim "Gated Community" di bawah Seksyen 6(1A) Akta 318 (Akta Hakmilik Strata 1985) Di Atas Lot 8888, Mukim XX, Daerah YYY.

SAIZ PEMBANGUNAN

- i. **Sesebuah/Berkembar/Kluster**
 - **Bil. Unit : 24 – 160 unit @**
 - **Keluasan: 3 ekar(min) - 20ekar (mak)**
- ii. **Teres**
 - **Bil. Unit : 48 – 240 unit @**
 - **Keluasan: 3 ekar(min) - 20ekar (mak)**
- iii. **Perumahan Bercampur**
 - **Bil. Unit : 48 – 240 unit @**
 - **Keluasan: 3 ekar(min) - 20ekar (mak)**
- iv. **Rumah Bandar**
 - **Bil. Unit : 48 – 480 unit @**
 - **Keluasan: 3 ekar(min) - 20ekar (mak)**

** Mana-mana yang lebih tinggi*

SAIZ PEMBANGUNAN (samb..)



Pemilik / pemaju perlu menunjukkan parcel GACOS dan kemudahan masyarakat di luar parcel (perlu diserahkan kepada kerajaan) di dalam setiap Pelan Susunatur dan Pelan Pra-hitungan (Permohonan KM).

****Walau bagaimanapun PBT berhak menentukan saiz pembangunan berdasarkan keadaan-keadaan tertentu.***

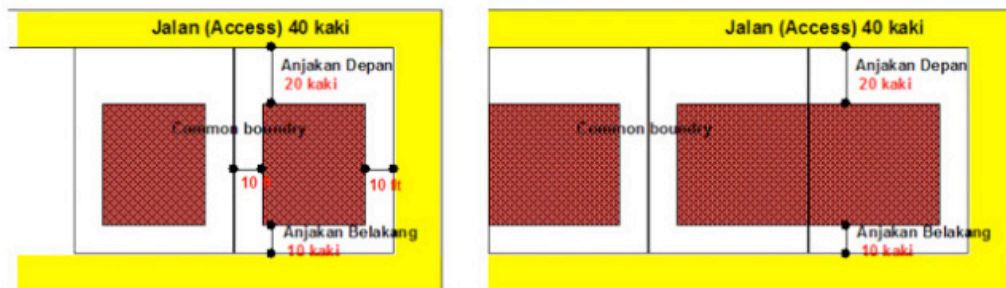
- ❑ **Kepadatan mengikut Manual Garis Panduan dan Piawaian Perancangan Selangor 2007.**

ANJAKAN BANGUNAN

Nota:

- Saiz minima jalan ialah kelebaran 40'. Kelonggaran ini diberi kerana ia tidak diserahkan kepada pihak kerajaan dan GACOS mengurangkan jalan 'shotcut'
- Anjakan bangunan hadapan boleh ditiadakan tertakluk kepada penyediaan tempat letak kereta (berpusat).

i. Sesebuah / Semi D/ Cluster/ Zero Lot



ANJAKAN BANGUNAN

ii. Teres / Town House



iii. Zero Lot Boundary



KEMUDAHAN MASYARAKAT

1. Bagi 1 parcel GACOS
 - i. Padang Permainan / Vacant area = 10 %
 - ii. Dewan Serbaguna – min area = 2,000 sq.ft
2. *Development exceeding 1 parcel GACOS must provide integrated public amenities and must be outside of GACOS.*

PERLETAKAN KEMUDAHAN

1. Jarak antara swimming pool dengan sempadan parcel (rumah) ialah 2 meter.

LONGKANG / PERPARITAN

1. *Areas with rivers or streams in proposed plan are not allowed for GACOS development.*

TEMPAT LETAK KERETA / MOTORSIKAL (TLK)

1. Bungalow/ Semi D/ Cluster/ Zero Lot
- 10% untuk pelawat
2. Teres / Town House
- 10% untuk pelawat
3. Pelbagai Jenis
 - i. Low costs – 1 house : 1 Parking Lot + 10%
 - ii. Low Medium – 1 house : 1 Parking Lot + 10%
 - iii. Medium & High – 1 house : 2 Parking Lot + 10%

Rujuk Manual
Perancangan
JPBD

** Perlu ditandakan dalam Pelan - Parking Lot untuk pelawat
- Purchase and ownership of residence unit must include parking Lot amenities in accordance with approval of Planning Approval and Building Plan.*

TEMPAT LETAK KERETA / MOTORSIKAL (TLK)

1. Bungalow/ Semi D/ Cluster/ Zero Lot
- 10% untuk pelawat
2. Teres / Town House
- 10% untuk pelawat
3. Pelbagai Jenis
 - i. Low costs – 1 house : 1 Parking Lot + 10%
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Rujuk Manual
Perancangan
JPBD

** Perlu ditandakan dalam Pelan - Parking Lot untuk pelawat
- Purchase and ownership of residence unit must include parking
Lot amenities in accordance with approval of Planning
Approval and Building Plan.*

JALAN

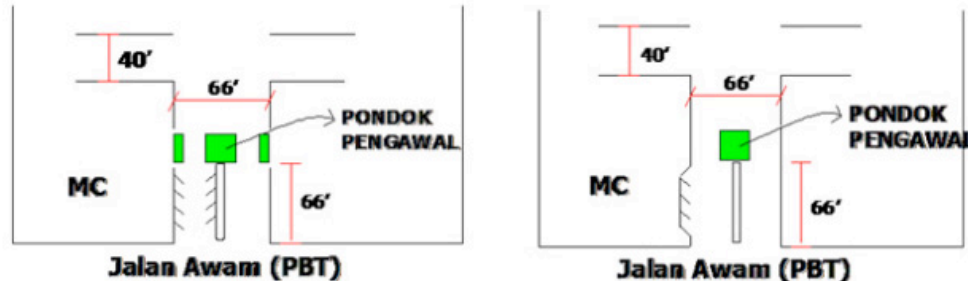
3. Lebar jalan mengikut saiz kawasan pembangunan seperti berikut:

Lebar Jalan (kaki)	Luas Kawasan Pembangunan (ekar)
40' – 50'	1 – 5 ekar
40' – 50'	5 – 10 ekar
50' – 66'	10 – 20 ekar
40' – 50'	
50' – 66'	20 – 50 ekar
40' – 50'	
100' – 132'	50 – 100 ekar dan ke atas
50' – 66'	
40' – 50'	

JALAN

4. Jalan Masuk Setiap Blok 'Parcel'
 - i. Lebar Rezab Jalan : 66 kaki
 - ii. Jarak Pondok Pengawal dari Jalan Awam: 66 kaki.
 - iii. Parking Pelawat (dalam kawasan 'parcel')

Contoh-contoh rekabentuk:

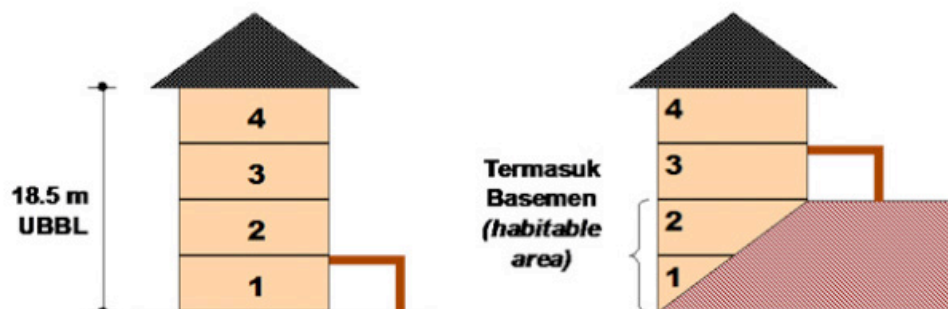


Setiap kejiranan (gated) tiada jalan penyambungan (trough road) dan jalan collector hendaklah berbentuk loop bersambung ke jalan masuk utama (1 akses keluar dan masuk sahaja).

BILANGAN TINGKAT & KETINGGIAN

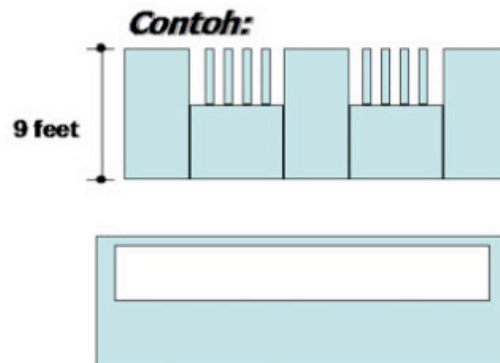
** Terpakai hanya pembangunan strata sahaja.*

1. Bilangan Maksimum yang dibenarkan bagi bungalow / Semi D/ Cluster/ Zero Lot / Terrace / Town House adalah 4 tingkat daripada basement.
2. Ketinggian maksimum 18.5m (tanpa lif).



PAGAR / TEMBOK

1. Ketinggian Maximum yang dibenarkan adalah 9 kaki dengan 33% daripada adalah terbuka yang dapat dilihat dari luar.



PENTING!!

1. Dicapangkan supaya SIA Report disediakan selaras dengan S.21A(1A), Town and Country Planning Act 1976;

"The State Authority may specify that the development proposal report submitted under subsection (1) in respect of certain categories of development shall include an analysis of the social implications of the development for the area which is the subject of the application for planning permission"

2. Lain-lain keperluan adalah tertakluk kepada Manual Garis Panduan dan Piawaian Perancangan Negeri Selangor atau;
3. Rancangan Tempatan PBT

CONTOH KONSEP 'GUARDED' SEDIA ADA



CONTOH KONSEP 'GUARDED' SEDIA ADA



KERATAN AKHBAR

NEW STRAITS TIMES, SATURDAY, FEBRUARY 17, 2007

Don't let your guard down

Residents should be actively involved in looking after their property, as many third-party security services are not up to the mark

By Evi Abdul Jabar

Smartly uniformed security guards armed with batons used to instil feelings of safety and well-being. But sadly, these sentiments are disappearing under the weight of the escalating number of crimes occurring in places where they are present.

Among them: Gated residential communities, where a sentry stationed at the entrance is supposed to inspire protection for the residents and trepidation among those with ill intent. Indeed, are security guards merely emblems parading the illusion of safety?

Condominium resident Pang Ai Ling said, "Don't be lulled into a false sense of security - security guards don't guarantee safety from theft or break-ins."

According to National Consumer Complaints Centre manager Darshan Singh, that's because in condominium projects have been on the rise, with 176 cases reported in the last year.

alone.

"There is a misconception among stratified unit residents that their security guards have been engaged to protect their private property," he said.

"The fact, though, is that they have been employed by (a project's) management corporation and thus are tasked merely to overlook the common facilities.

"They cannot be held liable in the event of theft and can only provide surveillance, not protection.

The best that can be expected of them is to alert the police in the event a crime has occurred," said Darshan, explaining that under the Criminal Procedure Code, guards who apprehend a suspect for handover to the police do so by making a citizen's arrest.

"The Consumer Claims Tribunal has ample cases showing that a security guard's capacity is only to inform the police, not stop a crime," he said.

Darshan said other reasons why residents of gated

communities should not be overly dependent on their guards are because the security companies hiring them pay low wages, "leading to high turnover," and offer little training.

Although applicants need to be vetted by the police, the guards deployed in many projects clearly show this isn't the case," he added.

Attempts by NST-Property to get the security companies' side of the story proved futile as many were reluctant to comment. Perhaps the wake of recent unflattering news on their services had something to do with their unwillingness.

To resolve the issue of sub-standard security services, some pro-active developers such as Mah Sing Properties Sdn Bhd have taken pains to hire and train their own security personnel.

Its deputy general manager for marketing and sales Teh Heng Chong said, "Being employees of the group, we have better control over (the guards) in

terms of worker selection as well as demanding that they meet our strict criteria.

"They will also feel a sense of belonging in performing their services and will be rewarded according to their performance."

Out-sourced guards, Teh said, "currently lack the work commitment and dedication".

Until there is a concerted effort to improve the security services industry, Darshan advised residents not to let their guard down.

"Don't take things for granted," he said. "Even though you pay a monthly maintenance charge for the service, you should nevertheless be protected with an alarm system and insurance policy for better peace of mind."

Although guards provide a layer of security, residents must still play a proactive role in ensuring their safety.



Sekian, terima kasih



Cetakan Pertama 2007

HAK CIPTA TERPELIHARA

Dilarang mengeluarkan ulang mana-mana bahagian artikel daripada kandungan buku ini dengan apa cara bentuk sekalipun, sama ada secara elektronik, fotokopi, mekanik, rakaman dan lain-lain sebelum mendapat keizinan bertulis daripada Lembaga Perumahan dan Hartanah Selangor (LPHS).

ENCLOSURE 17



PERSATUAN PENGANUT DEWI ARULMIGU SRI NAGAKALI JAI MUNISWARAR

(No. Pendaftaran 0686-04-7)

*Taman Puchong Hartamas, Batu 14, 47100 Puchong,
Selangor Darul Ehsan.*

17hb Ogos 2009

**Persatuan Penduduk Taman Puchong Hartamas,
Taman Puchong Hartamas,
47100 Puchong,
Selangor D. E.**

Tuan,

Per: Kebenaran Menggunakan Bekas Tapak Kuil Untuk Upacara Sembahyang.


Kami, Persatuan Penganut Dewi Arulmigu Sri Nagakali Jai Muniswarar, yang berdaftar No: 0686-04-7 akan mengadakan Upacara Sembahyang Tahunan Ke 14 dan mengharapkan kebenaran menggunakan taman permainan Taman Puchong Hartamas (bekas tapak kuil) untuk upacara perayaan tahunan ini.

2. Kami akan merayakan perayaan ini bersamaan **23hb Ogos 2009** di kuil ini. Justeru dengan ini, kami terpaksa memulakan upacara permulaan sembahyang ini dari bekas tapak kuil kami sebelum ini di atas permintaan Tuhan Dewi kami. Upacara ini bermaksud perarakan 'Milk Pot' oleh ahli-ahli jawatankuasa bersama segolongan penduduk sebagai mengingati penempatan Sri Dewi di kawasan padang Taman Puchong Hartamas lebih 180 tahun dan membawa restu ke kuil kami. Pada masa yang sama upacara ini akan memberi kebaikan kepada seluruh penduduk sekitar dengan restu baik oleh Sri Dewi juil ini. Upacara ini akan berlangsung dari pukul **8:00 pagi sehingga 3:00 petang**. Oleh itu kami mengharapkan jasa baik pihak tuan untuk membenarkan kami menjalankan upacara ini agar menunaikan permintaan Tuan Dewi kuil kami.

3. Kami akan memastikan kebersihan kawasan sekitar dan keselamatan penduduk sekitar. Bersamaan surat ini, saya sertakan satu risalah sambutan tahunan kuil kami untuk menjemput pihak tuan untuk turut hadir ke upacara ini. Saya bagi pihak persatuan amat mengharapkan kebenaran untuk menggunakan jalan masuk utama Taman Hartamas dan padang permainan.

Sekian, terima kasih.

Yang bertugas,


SEVARAJ V. ARAVAN
Setiausaha Persatuan

ENCLOSURE 18



Puchong Hartamas Phase 1 (PHP1)

**A Presentation By:
Puchong Hartamas Residents Association (PHRA)
To:
Majlis Perbandaran Subang Jaya**

Date: 21st May 2009