

## **DRAFT LEASE AGREEMENT**

THIS AGREEMENT is made this ..... day of .....

### **BETWEEN**

**RAILWAY ASSETS CORPORATION** (Perbadanan Aset Keretapi) a body corporate established under the Railways Act 1991 [Act 463] with its office at No. 29G, Blok B, Jalan TKS 1, Kajang Sentral Business Park, 43000 Kajang, Selangor Darul Ehsan (hereinafter referred to as the “Lessor”) of the one part;

### **AND**

**Registered Trustees for Malaysia of the Mar Thoma Syrian Church of Malabar, Diocese of Malaysia and Singapore** is a religious body established and incorporated under the Trustees (Incorporation) Ordinance 1952 (no.73 of 1952) and having its registered office at 359-B, Jalan St. Thomas, Off 3 ½ Miles, Jalan Ipoh, Sentul, 51200 Kuala Lumpur (hereinafter referred to as the “Lessee”) of the other part.

### **WHEREAS :**

- A. Pursuant to a Gazette by the State Government of Selangor described in the First Schedule, all that parcel known as lot 1248 (ii), Mukim Batu, District Sentul measuring approximately **xxxx** acres demarcated in **RED** in the **Site Plan Second Shedule** has been reserved for railway purposes (hereinafter referred to the “Said Land”) and it is currently under the

control and management of the Lessor pursuant to the Railways Act 1991 [Act 463];

- B. At the request of the Lessee, the Government of Malaysia has grant its approval for The Lessor to cause that portion of the Said Land as demarcated in **GREEN** in the **Site Plan Second Schedule** measuring approximately 1,858.93 square meters in area (hereinafter referred to as the “Leased Plot”) to be leased to the Lessee.
  
- C. The Lessee is desirous to occupy, use, control and manage the Leased Plot in relation to Church Religious Centre (hereinafter referred to as “the Said Purpose”)

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:

**1. Agreement to lease**

Subject to the terms and conditions hereinafter contained, the Lessor hereby leases and the Lessee hereby accepts a lease of the Leased Plot for a term of thirty (30) years commencing from the **1<sup>st</sup> January 2011** and expiring on the **31<sup>th</sup> December 2040** (hereinafter referred as the “Lease Period”) paying therefore the rent in the amount and at the time stipulated in clause 2 hereof.

**2. Lease Rental**

- (a) The Lessee shall pay to the Lessor monthly rent of **Ringgit Malaysia Two Hundred and Fifty (RM 250.00)**. The first payment of the rent shall be made within 2 weeks from the date of this Lease and monthly thereafter on or before the 10<sup>th</sup> day of each month.

Such payment shall be made by cheque/bank draft payable to the Lessor

- (b) In the event that the Lessee defaults in paying the rent due, the Lessee shall pay to the Lessor interest at the rate of eight per centum (8%) per annum on any outstanding rent calculated from the due date until the date of actual payment for the full settlement of the said outstanding rent in addition to such rent due and owing to the Lessor under sub-clause (a).
- (c) Notwithstanding sub-clause 2(a), the Lessor has the right to review the rent from time to time in order to increase the rent in the event of the State Government imposing or increase quit rent or any other charges, taxes incidental to the quit rent or otherwise imposed in respect of all or any part of the Leased Plot.
- (d) Notwithstanding sub-clause 2(a), the Lessor has the right to review the lease rental based on prevailing market value for every five (5) years from the date of this lease.
- (e) All rent payable under this Lease shall be made in the name of the Lessor and all receipts by the Lessor shall be good discharge against the Lessor by the Lessee.

### **3. RENEWAL OF LEASE**

This Lease may upon its expiry be extended by mutual written agreement by the parties hereto upon such terms and conditions to be agreed upon by the parties. The Lessee shall give the Lessor a written notice of its intention to extend the lease period, not less than twelve (12) month before its expiry.

#### 4. LESSEE'S COVENANT

The Lessee hereby covenants with the Lessor as follows:

- (1) The Lessee shall pay the rent to the Lessor in the amount and on the day and in the manner as set forth in clause 2 of this Lease;
- (2) The Lessee shall bear, pay and discharge all existing and future rates, assessment, taxes, quit rent and other outgoing if any, lawfully assessed, charged or imposed by the local authority, the State Government, the Federal Government or any other authority upon the Leased Plot;
- (3) The Lessee shall bear, pay and discharge all existing and future charges for the supply of water and electricity as indicated by meters on the Leased Plot and all charges for telephone, conservancy, refuse collection, storage, sewerage, licences, and other charges payable in respect of the Leased Plot thereof;
- (4) The Lessee shall use the Leased Plot solely in relation of **Church Religious Centre** as approved in writing by the Lessor. Any changes to the use of the leased Plot shall be approved in writing by Lessor;
- (5) The Lessee shall not mortgage, charge or create in any way any encumbrance on the Leased Plot. At the Lessee's option, the Lessee may register the Lease at its own costs, expense and risk and with consent of the Lessor to the extent permitted by it under the provision of the law;

- (6) The Lessee shall not assign, sublease, sublet, transfer or otherwise dispose of its rights and interest, or otherwise in any manner deal with the Leased Plot, unless with the prior written approval of the Lessor;
- (7) The Lessee shall not carry out any construction, installation, alteration and demolition on the Leased Plot without the prior written consent of the Lessor provided that such approval shall not cause the Lessor to be or become in any way liable to the Lessee for any loss or damage or expense whatsoever which the Lessee may suffer or incur arising directly or indirectly from such construction, installation, alteration or demolition;
- (8) The Lessee shall submit all necessary plans and drawings of any project for the Leased Plot and shall obtain the prior written consent of the Lessor and approval of the other relevant authorities, before any construction work on the Leased Plot commences;
- (9) Upon obtaining the prior written approval of the Lessor under sub-clause (7) and (8), the Lessee shall undertake the construction, installation, alteration or demolition of any structure on the Leased Plot at its own cost and expense;
- (10) Any construction, installation, alteration or demolition done without the prior written consent of the Lessor may be demolished or reconstructed by the Lessor and the cost of any such demolition or reconstruction shall be borne by the Lessee;
- (11) The Lessee shall keep the Leased Plot including the buildings on the Leased Plot and all the facilities, additions and fixtures thereto and all other buildings at any time erected and standing thereon in

good tenantable repair and condition (fair wear and tear excepted) throughout the Lease Period at its own expense;

- (12) The Lessee shall reasonably maintain the Leased Plot free from all undergrowth, weeds, pests and other obstructions which may occur during the passage of time and shall bear the cost of such maintenance;
- (13) The Lessee shall at all times permit the Lessor, the Government of Malaysia and any other person as may be authorized by the Lessor, to enter and remain upon the Leased Plot or part or parts thereof for purposes of carrying out any duty and responsibility required under any law, ordinance, by-laws, regulations and rules for the time being in force without any charges, fees, payment, pass or permit whatsoever.
- (14) If so required by the Lessor, the Lessee shall fence the Leased Plot in such a manner as the Lessor may reasonably require, and the Lessee shall bear all costs and expenses of such fencing;
- (15) The Lessee shall adopt every reasonable precaution which may be necessary or expedient to prevent fire and pollution and shall adhere to all environment requirements, terms and conditions pertaining to pollution control, discharge of effluent, and like matters which are required by any statute, ordinance, by-laws regulations and rules and to comply with any regulation and directives issued by the Lessor or relevant authorities from time to time;
- (16) The Lessee shall not carry on or permit or cause to be carried on upon any part of the Leased Plot, any trade or business of an immoral or illegal nature;

- (17) The Lessee shall not permit or cause anything to be done in or upon the Leased Plot or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the tenants or occupiers of lands neighbouring the Leased Plot;
- (18) The Lessee shall hand over at the end of the Lease Period, the Leased Plot together with all buildings and fixtures at no cost and expense to the Lessor;
- (19) The Lessee shall indemnify, protect and hold harmless the Lessor, its agents, officers, employees and workmen from and against suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which the Lessor, its agents, officers, employees or workmen, may be subjected to by reason of injury to or death of persons or damage to property of any person, firm or corporation whatsoever (including the parties hereto and their agents, officers, employees or workmen) in any manner due to, arising out or in connection with the occupation and use of the Leased Plot by the Lessee, its agents, employees, workmen, contractors or sub-contractors under this Lease regardless of whether the Lessor, its agents, officers, employees or workmen may become liable or not. Upon the request of the Lessor, the Lessee shall undertake to defend itself or any other person, at its own cost and expense, any and all suits brought in connection with the matters specified in this sub-clause;
- (20) The Lessee shall insure or cause to be insured all buildings and structures on the Leased Plot including all materials on site against loss or damage by fire, explosion, tempest, flood, riot, civil

commotion, strike, malicious acts, and against such other risk as the Lessor may from time to time think expedient, and keep the same so insured throughout the continuation of this Lease to their full insurable value and against risks as aforesaid to the satisfaction of the Lessor with an insurance company approved by the Lessor and to arrange with such insurance company to have the interest of the Lessor duly recorded and endorsed on the insurance policy or policies effected, and to provide in such insurance policy for the Lessor effected, and to provide in such insurance policy for the Lessor to be entitled to the benefit thereof. In default thereof, it shall be lawful but not obligatory upon the Lessor to insure the same and all monies expended by the Lessor be recoverable from the Lessee and shall be repaid on demand for the same being made by the Lessor;

- (21) The Lessee shall deliver to the Lessor without demand copies of all applicable insurance policies taken out pursuant to this Lease;
- (22) The Lessee shall not do or allow or permit to be done any act or thing which may render the terms of any policy of insurance taken out pursuant to this Lease, to become void or liable to be set aside;
- (23) The Lessee shall repair, maintain and keep in good condition the Leased Plot and all buildings, facilities and fixtures thereon and such part or parts of the drains, pipes, wires, cables and sanitary apparatus serving the Leased Plot except for such part or parts of the drains, pipes, wires, cables and sanitary apparatus which maintained by the relevant utility companies or authorities, and ensure that the same complies at all time with any law, ordinance, by-laws, regulations and rules for the time being applicable thereto;

- (24) The Lessee shall not place or permit to be placed on the fences, walls, building or other structures on the Leased Plot any advertisements, nor to erect any hoarding or other structure for placing such advertisement, unless with the prior written approval of the Lessor; and
- (25) The Lessee shall take measures in order to ensure that there shall be no illegal occupation on any part of the Leased Plot. The Lessee shall be responsible for all costs and expenses necessary for the eviction of any illegal occupiers and/or for the demolition of any illegal structures erected thereon.

**5. LESSOR'S COVENANTS**

The Lessor hereby covenants with the Lessee as follows:

- (1) The Lessee paying the rent under this Lease and observing and performing the covenants on their part herein contained shall and may peaceably and quietly hold and enjoy the Leased Plot during the Lease Period without any disturbance or interruption by the Lessor or any person rightfully claiming through, under or in trust of the Lessor.;
- (2) The members of the Lessee and invitees are allowed to enjoy all facilities constructed without disturbance by the Lessor or its agent.
- (3) It shall be lawful for the Lessee at any time before the expiration or sooner determination of the Lease Period to detach, remove and take away at its own cost any machinery, plant, equipment or such other items belonging to the Lessee which is capable of being removed without damage to the Leased Plot or any buildings or

structures thereon and which may at any time have been placed by the Lessee upon the Leased Plot;

Provided that if the Lessor requires the Lessee to detach, remove and take away any machinery, plant, equipment or such other items under this sub-clause the Lessee shall repair any damage thereby caused and restore the property thereby affected to a satisfactory condition.

## **6. MUTUAL COVENANTS**

The Lessor and Lessee hereby covenant as follows:

(1) Termination By Default

(a) Subject to section 235 of the National Land Code, if -

(i) the Lessee fails to pay the rent payable under this Lease or any part thereof within twenty one (21) days after the same shall become payable (whether formally demanded or not);

(ii) the Lessee breaches or fails to comply with or is in breach of any its obligation under this Lease;

(iii) the Lessee shall discontinue its operations on the Leased Plot or cease to use the Leased Plot for purposes hereinbefore covenanted for a continuous period of six (6) months (save where such discontinuance and cessation is brought about by force majeure);

(iv) a resolution is passed or an order is made for the winding up of the Lessee (except for the purposes of reconstruction or amalgamation not involving the realization of assets in which the interest of the creditors are protected);

(v) the Lessee goes into liquidation or a receiver is appointed over the assets of the Lessee or the Lessee makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debt; or

(vi) execution is levied against a substantial portion of the Lessee's assets, unless it has instituted proceedings in good faith to set aside such execution,

the Lessor shall give notice in writing (hereinafter referred as the "Default Notice") to the Lessee specifying the relevant default and requiring the Lessee to remedy the default within thirty (30) days (or such longer period as the Lessor may agree) from the date of receipt of the Default Notice.

(b) If the Lessee fails to remedy the relevant default within the thirty (30) days period (or such longer period as the Lessor may agree) pursuant to sub-clause (a), the Lessor may terminate this Lease at any time thereafter by giving notice to that effect to the Lessee.

## (2) Early Termination by Lessor

If the Lessor at any time requires the Leased Plot, for any purpose whatsoever, then the Lessor may, at any time during the Lease Period, terminate the Lease in respect of the Leased Plot or any

part thereof by giving not less than twelve (12) months prior notice in writing to the Lessee and upon the expiration of such notice this Lease shall cease and be terminated.

(3) Early Termination By Lessee

Notwithstanding any other provision in this Lease, the Lessee may, at any time during the Lease Period, terminate this Lease in respect of the Leased Plot or any part thereof, by giving a notice of not less than **twelve (12) months** in writing to the Lessor and upon the expiration of such notice this Lease shall cease and be terminated.

(4) Termination on Corruption, Unlawful or Illegal Activities

(a) Without prejudice to any other rights of the Lessor, if Lessee, its personnel, servants or employees is or are involved in corruption or unlawful or illegal activities in relation to this Lease or any other agreement that Lessee may have with the Lessor, the Lessor shall be entitled to terminate this Lease at any time, by giving immediate written notice to that effect to the Lessee.

(b) Upon such termination, the Lessor shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Lessor arising from such termination.

(c) For the avoidance of doubt, the Parties hereby agree that the Lessee shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Lease.

(5) Termination on National Interest

Notwithstanding any provision of this Lease, the Lessor may terminate this Lease by giving not less than thirty (30) days notice to that effect to Lessee (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Lessor policy or public policy.

(b) For the purposes of this clause, what constitute “national interest”, “interest of national security”, “government policy” and “public policy” shall be solely made and determined by the Lessor and such determination shall for all intent and purposes be final and conclusive and shall not be opened to any challenge whatsoever.

(6) Consequences Of Termination

(a) In the event that this Lease is terminated pursuant to sub-clause 6(1) or 6(2) herein:

(i) the Leased Plot and/or any interest thereof shall revert to or be vested in the Lessor at no cost and expense to the Lessor;

(ii) subject to sub-clause 6(2) herein, all buildings, structures and fixtures erected by the Lessee on the Leased Plot shall without any payment, costs, compensation or damages whatsoever to the Lessee become the property of the Lessor and shall be handed over to the Lessor in good condition.

- (b) Upon termination of this Lease, it shall be lawful for the Lessor at any time thereafter to re-enter upon the Leased Plot or any part thereof and take possession of the Leased Plot.
- (c) The termination of this Lease shall not affect the rights and liabilities of the Parties which have accrued as at the date of the termination.

## **7. DISPUTE RESOLUTION**

- (1) Any matter, claim or dispute between the parties in respect of any matter under this Lease may be referred by either party to a Dispute Resolution Committee consisting of:
  - (a) the Chief Secretary, Ministry Of Transport;
  - (b) two representatives appointed by the Lessor; and
  - (c) two representatives appointed by the Lessee.
- (2) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the parties in respect of any dispute referred to it.
- (3) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed to by the relevant parties hereto within fourteen (14) days after the date of referral, either party may refer that matter, dispute or claim to arbitration pursuant to clause 8.

## **8. ARBITRATION**

- (1) Other than any dispute arising out or relating to provisions of clause 2 for which notwithstanding any provisions to the contrary on this Lease, there is no recourse to arbitration. Any matter, dispute or claim arising out or relating to the Lease or the breach or termination hereof which cannot be agreed upon by the parties hereto or which cannot be settled amicably by the parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the parties hereto, and failing such agreement, to be nominated on the application of either party hereto by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the parties.
- (2) All disputes referred to arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.
- (3) Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre or at such other venue as may be specified by the arbitrator and agreed by the parties.
- (4) The reference of any matter, dispute or claim to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the

obligations of the parties to perform their respective obligations under this Lease.

## **9. ILLEGALITY**

If any provision of this Lease is held to be illegal or invalid under present or future laws or regulations effective and applicable during the term of this Lease, such provisions shall be fully separable from this Lease and this Lease shall be construed as if such illegal or invalid provision had never comprised a part of this Lease and the remaining provisions of this Lease shall remain in full force and effect and shall not be effected by the illegal or invalid provisions or by its severance from this Lease.

## **10. WAIVER**

Failure by any party hereto to enforce, at any time, any provision of this Lease shall not be construed as a waiver of this right to enforcement of the breach of such provision or any other provision of this Lease or as a waiver of any continuing, succeeding or subsequent breach of any provision or any other provision of this Lease or as a waiver of any right under this Lease.

## **11. FORCE MAJEURE**

(1) Neither the Lessor nor the Lessee shall be in breach of its obligation under this Lease if it is unable to perform its obligation under this Lease (or any part of them), other than the payment obligations under clause 2 as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:

- (a) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
  - (c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
  - (d) nuclear explosion, radioactive or chemical contamination or in radiation;
  - (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
  - (f) riot, commotion or disorder, unless solely restricted to employees of the Lessee or its contractors or suppliers.
- (2) If an Event of Force Majeure occurs by reason of which either party is unable to perform any of its obligation under this Lease (or any part thereof), the party shall inform the other party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- (3) If either party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Lease, then the parties may

agree that this Lease may be terminated upon mutual agreement of the parties.

## **12. COSTS, FEES AND STAMP DUTY**

All stamp duty, registration fees and any other fees incidental thereto and solicitor's costs in respect of this Agreement shall be borne and paid by the Lessee. If any of such fees or charges is paid by the Lessor then the Lessee shall upon demand forthwith refund the amount to the Lessor. The Lessee shall also indemnify the Lessor for all costs, charges and expenses (including legal fees on a solicitors and client basis) which the Lessor may incur in and enforcing the payment of any sums due by the Lessee or any of the terms and conditions of this Lease. For avoidance of any doubt, the registration of the Lease and anything incidental thereto shall be done by the Lessee.

## **13. NOTICE**

- (1) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Lease shall be in writing in Bahasa Melayu or the English language and delivered to the address or facsimile number of the Lessor or the Lessee, as the case may be, shown below or to such other address, or facsimile numbers as either party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such address or facsimile number which is duly acknowledged :

Lessor's Address/Facsimile No :

**Perbadanan Aset Keretapi,**  
No. 29G, Blok B, Jalan TKS1,  
Kajang Sentral Business Park,

43000 Kajang,  
Selangor Darul Ehsan  
Telephone: 03-87332020  
Facsimile No. : 03-87332222

Lessee's Address/Facsimile No. :

**Registered Trustees for Malaysia of the Mar Thoma Syrian  
Church of Malabar, Diocese of Malaysia and Singapore**

359-B, Jalan St Thomas,  
Off 3 ½ Miles,  
Jalan Ipoh Sentul,  
51200 Kuala Lumpur.

Telephone: 03-40428285

Facsimile: 03-40428285

- (2) It shall be the duty of the parties, to notify the other, if there is a change of address or entity by giving a written notice within fourteen (14) days.

#### **14. AMENDMENT**

This Lease embodies the entire understanding between the parties hereto. No amendments shall be effective unless reduced to in writing and agreed to and signed by all the parties hereto.

#### **15. INTERPRETATION**

In this Lease where the context so admits word imparting the masculine gender shall be deemed to include the feminine and neuter gender and words importing the singular number shall include the plural and vice versa and words applicable to natural persons include any body of

persons, company, corporation, firm or partnership corporate or unincorporated.

**16. GOVERNING LAW AND JURISDICTION**

This Lease shall be governed by and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

**17. COMPLIANCE WITH APPLICABLE LAWS**

The Lessee shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Lessee by any authority competent to do so under any applicable law.

**18. TIME**

Time shall be of essence in this Lease.

**19. SUCCESSORS BOUND**

This Lease shall be binding upon the respective successors-in-title of the parties hereto and the assigns of the Lessor.

**20. GOODS AND SERVICE TAX**

20.1 In the event where this Clause 20 becomes applicable, notwithstanding anything herein contained to the contrary, the Lessee shall be solely liable for and bear any and all taxes which may be in the future introduced and imposed by the Government of Malaysia upon any payment payable by the Lessor under this Agreement. Such taxes shall be paid by the

Lessor in addition to any payments payable under this Agreement. For purpose of this clause 20, "taxes" shall mean goods and service tax, service tax, sales tax, value added tax, consumption tax, indirect tax and any other taxes imposed from time to time by the appropriate authorities on or be reference to any monies payable under this Agreement or in respect of any supply made under this Agreement.

- 20.2 Where Goods and Services Tax ("GST") is applicable to any supplies or services provided by the Lessee under this Agreement, the applicable rate of GST shall be charged on the amount payable for the supply or services provided. The consideration of such supply or services will be increased by an amount calculated as:

$$A \times R$$

Where:

A is the amount of consideration payable for the supply or services; and

R is the applicable rate of GST

- 20.3 If the Lessee is liable for GST as contemplated above then the Lessee shall provide to the Lessor all information that may be reasonably required to establish its liability for GST and do such things and provide such information and documents as may reasonably be required by the Lessor to claim an input tax credit under the law applicable to GST and where a taxable supply has been made and consideration charged but the applicable GST has not been charged, Service Provider shall issue a tax invoice to the Lessor for the increase in the consideration required in accordance with the law applicable to GST. Where the supply or services under this Agreement is made before the implementation date of the GST, then no GST shall be payable by the Lessor.

**[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hand and seals the day and year first above written.

The Common Seal of )  
**RAILWAY ASSETS CORPORATION** )  
was hereunto duly affixed in the presence of :

The Common Seal of )  
**Registered Trustees for Malaysia of the**  
**Mar Thoma Syrian Church of Malabar,**  
**Diocese of Malaysia and Singapore** )  
was hereunto duly affixed in the presence of :

## **FIRST SCHEDULE**

(To be read, construed and as an essential part of this Agreement)

<b>Negeri/Daerah/Mukim</b>	<b>Gazette No.</b>	<b>Lot</b>	<b>Total Area</b>	<b>Leased Area</b>
Kuala Lumpur Mukim Batu Sentul	Railway Reserve  GN 2039/20	1248 (ii)	xxxx square meters (sm)	1,858.93 square meters (sm)

**SECOND SCHEDULE: SITE PLAN**