

DATED THIS **19** DAY OF **JANUARY** 2024

BETWEEN

SETIA HARUMAN SDN. BHD.
(Registration No. 199701009649 (425145-U))
("Landowner")

AND

WINDSOR HOMES SDN. BHD.
(Registration No. 202301050699 (1544613-W))
("Developer")

DEVELOPMENT RIGHTS AGREEMENT

DEVELOPMENT RIGHTS AGREEMENT

THIS DEVELOPMENT RIGHTS AGREEMENT (hereinafter referred to as "this Agreement") is made on **19 JANUARY 2024**

BETWEEN:

1. **SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U))**, a company incorporated in Malaysia with its registered address at Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at The Lodge, Persiaran Multimedia Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan (hereinafter referred to as the "Landowner") of one part;

AND

2. **WINDSOR HOMES SDN. BHD. (Registration No. 202301050699 (1544613-W))**, a company incorporated in Malaysia with its registered address at Unit 1001, Block A, Pusat Dagangan Phileo Damansara 1, No. 9, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor Darul Ehsan and the business address at Unit No. 2, Level 43, Naza Tower, No. 10, Persiaran KLCC, 50088 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as the "Developer") of the other part.

The Landowner and Developer shall individually be referred to as "Party" and collectively as the "Parties".

WHEREAS:

- A. The Landowner is the registered and beneficial owner of all that parcel of freehold land held under **H.S.(D) 43128, PT 58748, Mukim Dengkil, Daerah Sepang, Negeri Selangor** measuring approximately 222,373.49 square meters (hereinafter referred to as the "Property").
- B. The issue document of title to the Property ("**Title Deed**") is endorsed with the following:

<i>Category of Land Use</i>	: "Bangunan"
<i>Express Condition</i>	: "Bangunan Kediaman"
<i>Restriction-in-interest</i>	: "Tanah ini tidak boleh dipindahmilik, dipajak atau digadai melainkan dengan kebenaran pihak Berkuasa Negeri"
- C. The Property is free from Encumbrances (as hereinafter defined).
- D. The Parties acknowledges that as at the date of this Agreement, the Landowner has obtained the Approved Plans (as hereinafter defined) for the Property.
- E. Pursuant to a letter of intent dated 3rd November 2023 from the Developer to the Landowner, the Landowner has agreed to grant development rights to the Property on the terms and conditions as set out in this Agreement (hereinafter referred to as "**Letter of Intent**"). On acceptance of the Letter of Intent by the Landowner, the Developer has paid to the Landowner the Earnest Deposit (as hereinafter defined), the receipt whereof which the Landowner

acknowledges. The Earnest Deposit has been applied automatically as part payment of 2% of the Landowner's Entitlement (as hereinafter defined) upon execution of this Agreement.

- F. The Developer may obtain a loan to part finance the Landowner's Entitlement (hereinafter referred to as "**Loan**").
- G. The Landowner and the Developer are desirous to enter into this Agreement to grant to the development rights to the Developer to develop the Property upon the terms and conditions hereinafter contained.
- H. In this Agreement, the Landowner is represented by **Lee Hishammuddin Allen & Gledhill** of Level 6, Menara 1 Dutamas, Solaris Dutamas, No.1 Jalan Dutamas 1, 50480 Kuala Lumpur, Malaysia (hereinafter referred to as the "**Landowner's Solicitors**") whereas the Developer is represented by **Messrs. Chong, Ng & Yap**, Advocates & Solicitors of Unit 207, Block A, Phileo Damansara II, No. 15, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as the "**Developer's Solicitors**").

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

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** Unless otherwise provided or unless inconsistent with the subject matter or context, the following words and expressions shall have the following meanings:

"Access"	shall have the meaning set forth in Clause 11.2.
"Advertising Permit"	means the advertising and sales permit issued pursuant to regulation 5 of the Housing Development (Control and Licensing) Regulations 1989.
"Affected Party"	shall have the meaning set forth in Clause 27.1.
"Agreed Extended Period"	shall have the meaning set forth in Clause 6.1 (b).
"Agreement"	means this Development Rights Agreement among the Parties and all schedules, exhibits and attachments hereto, as modified from time to time in accordance with the terms hereof.
"Amendment to Development Order"	shall have the meaning set forth in Clause 4.1 (d) and Clause 4.4.
"Approved Plans"	means the development order approval (including the Development Order), planning and master layout approval, building plans, layout plans, elevations, specifications, building designs, amalgamation and/or subdivision approval (if any) and such other plans approved or to be approved by the Relevant Authorities for the Development obtained by the Landowner subject always to subsequent amendments or variations by the Developer pursuant to Clause 2.1(b).

“Balance Deposit”	means Ringgit Malaysia Twelve Million Six Hundred and Eighty Thousand (RM12,680,000.00) only, being eight percent (8%) of the Landowner’s Entitlement.
“Balance Landowner’s Entitlement”	means Ringgit Malaysia One Hundred and Forty-Two Million Six Hundred and Fifty Thousand (RM142,650,000.00) only, being the balance ninety percent (90%) of the Landowner’s Entitlement.
“Basic Infrastructure”	shall have the meaning set forth in Clause 12.1 (u).
“Business Day”	means a day (excluding Saturdays, Sundays and public holidays) on which government departments and banks are open for business in the state of Wilayah Persekutuan Kuala Lumpur and Selangor Darul Ehsan.
“CCC”	means the certificate of completion and compliance issued by the architects under the Uniform Building By-Laws and in accordance with the Street Drainage and Building Act 1974 (Act 133).
“Charge”	means a valid and registrable instrument of charge in Form 16A of the National Land Code (Revised 2020) or such other prescribed statutory form in respect of the said Property, duly completed and executed by the Landowner in favour of the Financier.
“Completion”	shall have the meaning set forth in Clause 5.1.
“Completion Date”	shall have the meaning set forth in Clause 5.2.
“Completion Period”	shall have the meaning set forth in Clause 6.1 (b).
“Confidential Information”	shall have the meaning set forth in Clause 17.1.
“Deed of Revocation”	shall have the meaning set forth in Clause 10.4.
“Defaulting Party”	shall have the meaning set forth in Clause 14.1.
“Deposit”	means the sum of the Earnest Deposit and Balance Deposit.
“Developer”	means WINDSOR HOMES SDN. BHD. (Registration No. 202301050699 (1544613-W)) .
“Developer’s Financier”	means the financier that has granted a Loan to the Developer.
“Developer’s Financier’s Solicitors”	means the solicitors acting for the Developer’s Financier.

“Developer’s License”	means the housing development license issued pursuant to regulation 3 of the Housing Development (Control and Licensing) Regulations 1989.
“Developer’s Parent Company”	shall have the meaning as defined in Clause 4.1(b).
“Development”	means the development of the Property by the Developer in accordance with the terms of this Agreement.
“Development Order”	means the existing development order dated 29th November 2019 of the Property, which has been procured by the Landowner for residential development.
“Development Rights”	shall have the meaning set forth in Clause 2.1.
“Developer’s Solicitors”	means Messrs. Chong, Ng & Yap , Advocates & Solicitors of Unit 207, Block A, Phileo Damansara II, No. 15, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor Darul Ehsan.
“Dispute Notice”	shall have the meaning set forth in Clause 18.1.
“DRA Conditions Precedent”	shall have the meaning set forth in Clause 4.1.
“DRA Conditions Precedent Period”	shall have the meaning set forth in Clause 4.1.
“Differential Sum”	shall have the meaning set forth in Clause 3.3(c)(i).
“Earnest Deposit”	means Ringgit Malaysia Three Million One Hundred and Seventy Thousand (RM3,170,000.00) only, being two percent (2%) of the Landowner’s Entitlement.
“Economic Planning Unit” or “EPU”	means the Ministry of Economy (formerly known as the Economic Planning Unit of the Prime Minister’s Department of Malaysia).
“Encumbrance”	means any charge, lien, pledge, mortgage, debenture, security interest, lease, caveats, restraints, prohibitory orders, option, right of first refusal, easement, hypothecation, wayleave, right of way, notification of seizure or forfeiture of immovable property from the Relevant Authority, restriction as to transfer (other than title conditions), use or possession, subordination to any right of any other person (including occupiers or squatters) or any other adverse claim or right whatsoever pertaining to the Property or any part thereof, or any other encumbrances; and “Encumbrances” and “Encumber” shall be construed accordingly.
“Execution Period”	shall have the meaning set forth in Clause 4.1 (d).

"Financier"	means the party granting the Loan to the Developer.
"Financier's Undertaking"	shall have the meaning set forth in Clause 3.3 (c)(ii).
"Force Majeure"	shall have the meaning set forth in Clause 27.1.
"HK Listing Rules"	shall have the meaning set forth in Clause 4.1 (b).
"Landowner"	means SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U)) .
"Landowner's Entitlement"	means Ringgit Malaysia One Hundred and Fifty-Eight Million and Five Hundred Thousand (RM158,500,000.00) (at RM66.22 per square foot) only.
"Landowner's Solicitors"	means Lee Hishammuddin Allen & Gledhill , Level 6, Menara 1 Dutamas, Solaris Dutamas, No.1 Jalan Dutamas 1, 50480 Kuala Lumpur, Malaysia.
"Late Payment Interest"	shall have the meaning set forth in Clause 4.3.
"Letter of Intent"	shall have the meaning as set forth in Preamble (E).
"Loan"	shall have the meaning as set forth in Preamble (F).
"Material Breach"	means a substantial breach and/or inaction on part of either party to perform their obligations specified under the Agreement which will have a material adverse damage to the rights and/or entitlements of either Party and the Development.
"Non-Defaulting Party"	shall have the meaning set forth in Clause 14.1.
"Outgoings"	means the quit rent and assessment (if any) payable in respect of the Property.
"Parties"	means collectively the Landowner and the Developer and reference to "Party" shall mean the relevant one of them.
"Possession Date"	shall have the meaning set forth in Clause 11.1.
"Power of Attorney"	means the power of attorney granted by the Landowner to the Developer or jointly to the Malaysian resident director of the Developer and/or any person duly authorised by the Developer, whereby each of them may exercise their rights severally as an attorney, to be executed in accordance with Clause 10, in the form and substance as set out in Schedule 1 or Schedule 2 hereof.

“Property”	means all that parcel of freehold land held under H.S.(D) 43128, PT 58748, Mukim Dengkil, Daerah Sepang, Negeri Selangor measuring approximately 222,373.49 square meters.
“Relevant Authority”	means any nation or government or any entity or agency exercising executive, legislative, and judicial, regulatory or administrative functions over the Property, the Development and/or any of the Parties; and reference to “Relevant Authorities” means all of the foregoing.
“Responsible Party”	shall have the meaning set forth in Clause 29.2.
“Shareholders’ Approval”	shall have the meaning set forth in Clause 4.1 (b).
“Submission Period”	shall have the meaning set forth in Clause 4.1 (d).
“Title Deed”	means the issue document of title to the Property together with the original “Pelan Tanah” annexed thereto and a copy as attached in Appendix 1.
“Unconditional Date”	shall have the meaning set forth in Clause 4.2.
“Units”	means the units to be developed by the Developer within the Development; and reference to “Unit” shall be construed accordingly.

1.2. **Interpretation:** Unless the context otherwise requires:

- (a) references in this Agreement to this Agreement or any other instrument is a reference to this Agreement or that other instrument as amended, varied, novated or substituted from time to time;
- (b) any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement;
- (c) references to recitals, clauses, sub-clauses, schedules and appendices are to recitals, clauses, sub-clauses and schedules of and appendices to this Agreement;
- (d) the headings are for convenience only and shall not affect the interpretation thereof;
- (e) words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa;
- (f) references to a person includes an individual, firm, body corporate, unincorporated association, government or governmental, semi-governmental or local authority or agency;
- (g) no rule of construction applies to the disadvantage of a Party because that Party was

responsible for the preparation of this Agreement or any part of it;

- (h) where an act is required to be done within a specified number of days after or from a specified date, the period is exclusive of and begins to run on the date immediately following the date so specified and where an act is required to be done by a specified date, the period is inclusive of and ends on the date so specified save that where the last day of the period is not a Business Day, the period shall be extended to include the next following day which is a Business Day.

2. AGREEMENT FOR DEVELOPMENT RIGHTS

2.1 **Development Rights:** In consideration of the Landowner's Entitlement to be paid or made available by the Developer to the Landowner in accordance with Clause 6.1 below, the Landowner hereby allows and grants the Developer the following rights and interests (collectively, the "**Development Rights**") on the basis set out in Clause 2.2 below and subject to the terms and conditions of this Agreement:

- (a) the right to use the Approved Plans and to construct, manage and implement the Development in such manner as the Developer deems fit and in accordance with the Approved Plans upon the terms and conditions contained herein;
- (b) the right to undertake subsequent requisite variations or amendments to the Approved Plans as may be deemed expedient, practical, feasible or necessary by the Developer and duly approved by the Relevant Authorities, in which in such circumstances reference to "*Approved Plans*" shall include such approved variations or amendments by the Relevant Authorities;
- (c) the right to vacant possession of the Property, access to the Property, including but not limited to enable it and/or its contractors, subcontractors and suppliers to bring in machines, materials, equipment and personnel to the Property;
- (d) the right to brand, market, promote and sell the Units at such price in its sole and absolute discretion;
- (e) the right to receive, collect, and/or demand all proceeds derived from the sale or rental of the Units and/or to any other form of revenue derived from the Property and to keep all profits derived therefrom;
- (f) to apply for any utilities account created for the purpose of the Development;
- (g) to prepare and execute sale and purchase agreements, tenancy agreements and/or any other documents for the purpose of the sale and disposal or rental of the Units;
- (h) the right to demand, give notice, recover, initiate legal proceedings and to carry out all such actions or legal proceedings to any or all the end-purchasers for payment of purchase prices in relation to the Units which become due and payable;
- (i) to manage, conduct and to attend to all administrative and other matters, procedures and action whatsoever as may be necessary in attending to any and all matters pertaining to the Development;

- (j) the right to submit all applications to the Relevant Authorities for the application, modification, amendments and/or variations of the Approved Plans as prepared by the Developer; and
- (k) in general all other necessary rights and authorities as if the Developer is the owner of the Property, including, without limitation, to ensure that the Development shall be developed and completed in accordance with the Approved Plans.

2.2 The Parties agree that the Development Rights granted by the Landowner on the following basis:

- (a) the Landowner shall deliver vacant possession of the Property to the Developer on the Possession Date, free from Encumbrance; and
- (b) the Developer shall, from the Possession Date, be responsible for all costs and expenses in relation to the execution and completion of the Development, save for any cost which is expressly stated in this Agreement to be borne by the Landowner.

3. DELIVERY OF DOCUMENTS

3.1 **Landowner's Documents:** Within fourteen (14) Business Days from the date of this Agreement, or such further extended period as may be mutually agreed by the Parties, the Landowner or the Landowner's Solicitors shall deliver to the Developer or Developer's Solicitors the following documents:

- (a) certified true copies of all relevant corporate documents necessary for the execution of this Agreement, such as the constitution, resolution of directors authorising Landowner to execute this Agreement, certificate of incorporation, Forms 24, 44 and 49 (or its equivalent under the Companies Act, 2016);
- (b) certified true copies of the current quit rent and assessment to the Property, and if no assessment is payable in respect of the Property, a written confirmation from the Relevant Authority that no assessment is payable; and
- (c) copies of the Development Order, Approved Plans, land survey drawing, traffic impact assessment report in relation to the proposed development pursuant to the Development Order.

3.2 **Developer's Documents:** Within fourteen (14) Business Days from the date of this Agreement, or such further extended period as may be mutually agreed by the Parties, the Developer shall deliver to the Landowner's Solicitors:

- (a) a certified true copy each of the Developer's Memorandum and Articles of Association or Constitution, and latest Forms 24, 44 and 49 (or its equivalent under the Companies Act, 2016); and
- (b) a certified true copy of the Developer's board of directors' resolution authorising the execution of this Agreement on the terms and conditions of this Agreement.

3.3 **Delivery of the Title Deed:** The Landowner shall deliver the original Title Deed of the Property

to the Developer for its further action in the following manner: -

- (a) The Landowner shall deposit the original issue document of title to the Property together with the original "Pelan Tanah" annexed thereto ("**Title Deed**") with the Landowner's Solicitors as stakeholders upon the execution of this Agreement.
- (b) In the event the Landowner's Entitlement is paid by cash, the Landowner's Solicitors shall be irrevocably authorised to release the Title Deed to the Developer's Solicitors within three (3) Business Days from the date of receipt by the Landowner of the Balance Landowner's Entitlement; or
- (c) in the event that the Developer is taking a Loan to part finance the Landowner's Entitlement, then the Landowner's Solicitors shall be irrevocably authorised to release the Title Deed upon receipt of the following by the Landowner's Solicitors: -
 - (i) the Landowner's Solicitors having received the difference between the Balance Landowner's Entitlement and the Loan ("**Differential Sum**") and upon settlement of the Differential Sum by the Developer, the Landowner shall procure the Landowner's Solicitors to deliver a written confirmation thereof to the Financier's Solicitors within **three (3) Business Days** from the date of receipt of the Differential Sum;
 - (ii) the Financier's original letter of undertaking addressed to the Landowner, undertaking to release the Loan ("**the Financier's Undertaking**") in accordance with the provisions of this Agreement and upon the presentation of the Charge in favour of the Financier over the Property for registration with the relevant land office/land registry.
 - (iii) Provided that the Landowner's Solicitors are in receipt of the Differential Sum, if any, the Landowner shall within **three (3) Business Days** from the date of receipt by the Landowner's Solicitors of a written request from the Financier's Solicitors, execute and deliver or cause to be delivered to the Financier's Solicitors a letter of undertaking in favour of the Financier to refund the Loan in the event the Charge over the Property cannot be registered for any reason whatsoever.

4. CONDITIONS PRECEDENT

4.1 The completion of this Agreement shall be conditional on the following to be fulfilled or waived within six (6) months from the date of this Agreement, or such further extended period as mutually agreed between the Parties ("**DRA Conditions Precedent Period**"):

- (a) **Letters of Release:** The Landowner procuring all the necessary letter of release from and terminating the contract entered into with all of its consultants, engineers, architects and/or other professionals engaged in the development of the Property and delivering a certified true copy each of the same to the Developer's solicitors. The Developer reserves its right to waive this condition precedent in Clause 4.1 (a);
- (b) **Developer's Shareholders' Approval:** The Developer's parent company, Multifield International Holdings Limited ("**Developer's Parent Company**") having obtained the approval from its shareholders for the transactions contemplated under this Agreement

("Shareholders' Approval") pursuant to the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange ("HK Listing Rules");

- (c) **Landowner's Shareholders' Approval:** The Landowner having obtained the approval from its shareholder for the execution of this Agreement and the transactions contemplated hereunder;
- (d) **Amendment to Development Order:** Receipt by the Developer of the first written correspondence or the first approval in writing from the Relevant Authority, whichever is earlier, to an application to amend the existing Development Order, provided that the said first correspondence or written approval does not impose a requirement for construction of low cost or affordable housing or reduces the allowable density to below 1,100 residential units. The Developer shall prepare all documents for the application for amendments to the existing Development Order and forward the same to the Landowner for its execution and return within seven (7) Business Days from the date of receipt of the said application or such extended period as may be mutually agreed by the Parties ("**Execution Period**") and the Developer shall, at its own cost, submit the said application within two (2) months from the date of this Agreement or such extended period as may be mutually agreed by the Parties ("**Submission Period**") for approval by the relevant authorities in accordance with the planning guidelines provided by the Relevant Authority and the Developer obtaining the approval to the said application from the relevant authorities;

For the avoidance of doubt; -

- (i) except for the requirement on the construction of low cost or affordable housing on the Property and/or the allowable density for the development of the Property is less than 1,100 residential units, any other conditions imposed by the relevant authorities in relation to the Developer's application for amendments to the existing Development Order shall be deemed to be acceptable by the Developer;
- (ii) upon receipt of the initial official communication and/or response from the Relevant Authority regarding the application for amendment to the Development Order, excluding miscellaneous requests for information or clarification solely for purpose of processing the amendment of the Development Order, that shall be deemed to satisfy the DRA Condition Precedent outlined in this Clause 4.1(d).

(collectively "**DRA Conditions Precedent**")

- 4.2 The date the last of the DRA Conditions Precedent is fulfilled or waived is the unconditional date ("**Unconditional Date**").
- 4.3 Subject to Clause 4.4 below, in the event that any of the DRA Conditions Precedent is not satisfied within the DRA Conditions Precedent Period, or the documents are not executed by the expiry of the Execution Period or the application is not submitted by the expiry of the Submission Period, this Agreement shall be terminated and the Landowner shall refund the Deposit to the Developer, free of interest, within fourteen (14) days of receipt of written notification for the same, failing which late payment at interest of eight percent (8%) per annum on the outstanding amount calculated on a daily rest basis ("**Late Payment Interest**") shall be payable from the expiry of fourteen (14) days till the date of full payment and thereafter neither Party shall have any claim against each other and the Landowner shall be at liberty to deal with the Property in such manner as it deems fit.

- 4.4 In the event that the Agreement is to be terminated under Clause 4.3 above, and the amendment to Development Order pursuant to Clause 4.1(d) ("**Amendment to Development Order**") has been obtained, then the Developer and the Landowner shall jointly apply for the Amendment to Development Order to be reversed. In the event the termination of this Agreement is due to non-fulfilment of Clause 4.1(a) or Clause 4.1(c), then the Landowner shall bear the costs of this reversal and if it is due to non-fulfilment of Clause 4.1(b), then the Developer shall bear the costs of the same.

5. COMPLETION

- 5.1 The Parties hereto agree that this Agreement is deemed completed upon all the following conditions are fulfilled or satisfied by the Parties ("**Completion**"):
- (a) the full payment of the Landowner's Entitlement with Late Payment Interest (if any) by the Developer to the Landowner's Solicitors in accordance with Clause 6.1(b);
 - (b) the payment of apportioned Outgoings as at the Possession Date by the Developer to the Landowner;
 - (c) the delivery of vacant possession of the Property by the Landowner to the Developer;
 - (d) the delivery of the Title Deed to the Developer's Solicitors in accordance with Clause 3.3(b) or to the Developer's Financier's Solicitors in accordance with Clause 3.3(c), as the case may be;
 - (e) the delivery of the Power of Attorney in accordance with Clause 10.1.
- 5.2 The date the last of the conditions in Clause 5.1 above is fulfilled or satisfied is the completion date ("**Completion Date**").

6. LANDOWNER'S ENTITLEMENT

- 6.1 The Parties hereto agree that, in consideration of the Landowner agreeing to enter into this Agreement to grant the Development Rights of the Property to the Developer in accordance with the terms of this Agreement, the Landowners shall be entitled to the Landowner's Entitlement in the following manner:
- (a) Upon the execution of this Agreement, the Developer shall pay the Balance Deposit by way of a bank draft, cheque or telegraphic transfer to the Landowner.
 - (b) Within one (1) month from the Unconditional Date ("**Completion Period**") or any extended period as may be mutually agreed by the Parties ("**Agreed Extended Period**"), the Developer shall pay the Balance Landowner's Entitlement by way of a bank draft, cheque or telegraphic transfer to the Landowner's Solicitors who shall hold the same as stakeholder for the Landowner and to release the Balance Landowner's Entitlement to the Landowner and Cyberview Sdn Bhd for payment due by the Landowner to Cyberview Sdn Bhd pursuant to the Settlement Agreement dated 6 April 2021 in accordance with proportions to be mutually agreed upon between the Landowner and Cyberview Sdn Bhd and notified in writing by the Landowner to the

Landowner's Solicitors. In the event that the Parties agree to such Agreed Extended Period for the payment of the Balance Landowner's Entitlement, such Agreed Extended Period shall be subject to interest at eight percent (8%) per annum on the outstanding amount calculated on a daily rest basis, and in exchange, the Landowner shall release the Title Deed to the Property and such other documents incumbent for the Landowner to produce to enable the Developer to be registered as the registered owner and/or to exercise the Development Rights.

- 6.2 For the purpose of calculation of the Completion Period or the Agreed Extended Period in this Agreement, the Landowner hereby expressly agrees that in the event the Landowner and/or the Landowner's Solicitors takes more time than as prescribed under this Agreement to perform any obligations imposed hereunder, the Completion Period or Agreed Extended Period shall be extended free of interest by the aggregate number of days of delay by the Landowner and/or the Landowner's Solicitors in performing such obligations.

7. OPTION TO TRANSFER THE PROPERTY TO THE DEVELOPER

- 7.1 **Exercise of Option to Transfer:** Upon full payment of the Landowner's Entitlement, for the purpose of the transfer of the Property to the Developer or its nominee without further payment to the Landowner, the Landowner shall, at the request of the Developer:

- (a) provide sufficient certified true copies of its current constitution, resolution of directors authorising Landowner to execute the Form 14A (Memorandum of Transfer), certificate of incorporation, Forms 24, 44 and 49 (or its equivalent under the Companies Act, 2016);
- (b) provide all other certified true copies of documents, information and execute such forms and applications to enable the Developer to obtain such approvals from the Economic Planning Unit ("EPU") and the State Authority under section 433B of the National Land Code (Revised 2020) to facilitate the transfer of the Property; and
- (c) procure its authorised signatory who have witnessed the common seal to the Form 14A (Memorandum of Transfer) to attend at the relevant land registry for the purpose of biometric verification of their identity.

- 7.2 The Developer agrees and acknowledges that the approval from the EPU shall be subject to the guidelines as provided in the Guidelines on The Acquisition of Properties (effective on 1 March 2014) ("**EPU Guidelines**"). For the avoidance of doubt, it is expressly agreed by the Developer that any equity condition imposed by the EPU relating to Bumiputera equity of not less than 30% in the Developer's shareholding and a paid-up capital of at least RM250,000.00 in line with the EPU Guidelines shall be deemed to have been accepted by the Developer.

In the event that the approvals from the Relevant Authorities have been refused for any reason whatsoever or have been made subject to a condition which is unacceptable to the Developer, the Landowner shall not be liable for such refusal or condition. For the avoidance of doubt, the Landowner shall only be responsible to execute and return the relevant forms, provide such documents and/or information incumbent and necessary for the Landowner to provide within the stipulated timeline to enable the Developer to submit such applications for approval by the Relevant Authorities.

- 7.3 **Execution of Documents:** The Landowner shall execute Form 14A (Memorandum of Transfer), if so required, to transfer the Property in favour of the Developer or its nominee at

any time. The Developer shall bear the costs and expenses and stamp duties incurred in respect of the transfer of the Property in favour of the Developer or its nominee.

- 7.4 **Non-registration of Memorandum of Transfer:** In the event that the Form 14A (Memorandum of Transfer) is suspended or rejected by the relevant land registry for any reason whatsoever the Parties agree that the Landowner shall continue to hold the Property as bare trustee for the Developer.

8. RIGHT TO CREATE A CHARGE OVER THE PROPERTY

- 8.1 The Developer may at any time, require the Landowner and the Landowner shall execute such documents in favour of the Developer's Financier for the creation of a third party legal charge under the National Land Code (Revised 2020) over the Property for the purpose of the Loan, provided that the third party legal charge shall be without recourse personally against the Landowner and/or its Directors and the Landowner and/or its Directors shall not be held responsible for any amount due or owing by the Developer to the Developer's Financier under the loan agreement between the Developer and the Developer's Financier.
- 8.2 The Developer shall prepare or procure the Developer's Financier's Solicitors to prepare all documents for the charge and the application for consent to charge to the Relevant Authorities in connection with the creation of a third-party legal charge over the Property and forward the same to the Landowner for its execution and the Landowner shall execute and return the said documents within seven (7) Business Days from the date of receipt of the said documents. Such application for consent to charge may be submitted to the Relevant Authority by the Developer at any time after the execution of this Agreement if the Developer intends to part finance the Landowner's Entitlement by a Loan.
- 8.3 The Landowner shall additionally execute such documents as may be necessary under the Companies Act, 2016 in connection with the execution and creation of a third-party legal charge over the Property.
- 8.4 The Landowner shall also provide such documents (including certified true copies of documents) and information in connection with the creation of a third-party legal charge over the Property.
- 8.5 All documents to be executed or to be furnished under this Clause 8 are to be executed or provided by the Landowner within seven (7) Business Days of receipt of a written request.
- 8.6 The Developer shall indemnify the Landowner and/or its Directors against any actions or proceedings taken against the Landowner and/or its Directors as a result of the creation of the third-party legal charge pursuant to Clause 8.1 above.

9. THE DEVELOPMENT

- 9.1 **Right to Develop:** Subject to and upon the terms and conditions of this Agreement, the Developer shall have the sole and exclusive right to exercise the Development Rights and to develop the Property at its own cost and expense and to determine all issues relating to the Development.
- 9.2 **Development:** The Developer shall at its own cost and expenses:
- (a) apply for and obtain the Approved Plans and the relevant Advertising Permit and

Developer's License;

- (b) construct and complete the Development in accordance with the Approved Plans;
- (c) carry out and complete the construction of the Development and to apply and procure the issuance of the CCC for the Units;
- (d) pay all fees and other development charges incidental to the Development;
- (e) bear all fees, cost, commissions, agent fees and/or payments to be made in favour of any consultant, professional, agent, supplier and in general all personnel engaged, appointed and or nominated by the Developer for the purpose of the Development;
- (f) bear the requisite contributions of Jabatan Kerja Raya, Tenaga Nasional Berhad, Telekom Malaysia Berhad, Improvement Service Fund of the local authority and any other fees, due and contributions of the Relevant Authorities in respect of the Development.

9.3 **Variation to the Development:** The Parties hereto agree that the Developer may at any time, having considered the planning and the sustainability of the Development, make variations to the Development and the Approved Plans including but not limited to, the amendments to the existing Development Order and/or the express conditions of the Property, the plot ratio, the density, the composition, distribution and the type and number of Units within the Development and/or in general all aspects within the Development to achieve the intended efficiency and sustainability of the Development.

9.4 **Indemnities:** The Developer shall at all times in exercising the Development Rights in this Agreement, indemnify, save and hold the Landowner harmless from and against all losses, damages, claims, proceedings, demands, action, penalties and expenses that may be made or brought at any time by any party or parties against the Landowner, arising from or incidental to the Development, that may be directly and actually incurred, suffered or sustained by the Landowner.

9.5 **Outgoings:** As from the Possession Date, all outgoings payable and imposed on the Property including quit rent, assessment, rates, utilities shall be borne by the Developer.

10. POWER OF ATTORNEY

10.1 **Power of Attorney:** The Landowner hereby expressly agree that simultaneously with the execution of this Agreement, the Landowner shall execute an irrevocable power of attorney in the form and substance as set out in **Schedule 1** hereof in favour of the Developer or jointly to a Malaysian resident director of the Developer and/or any person duly authorised by the Developer, whereby each of them may exercise their rights severally as an attorney, in the form and substance as set out in **Schedule 2 ("Power of Attorney")**, to give full effect to the terms and provisions of this Agreement. The Power of Attorney shall be stamped and held by the Landowner's Solicitors as stakeholders and the Landowner's Solicitors shall be authorised to release the stamped Power of Attorney to the Developer's Solicitors within three (3) Business Days from the date of receipt by the Landowner of the Balance Landowner's Entitlement. Upon receipt of the stamped Power of Attorney from the Landowner's Solicitors, the Developer's Solicitors shall register the stamped Power of Attorney with the High Court and relevant land office and thereafter release the stamped Power of Attorney to the Developer. For the avoidance of doubt, the Power of Attorney shall not grant to the Developer the right to encumber

the Property.

- 10.2 **Indemnities:** Until the transfer of the Property to the Developer or its nominee, the Developer shall at all times in exercising the power granted by the Landowner to the Developer in the Power of Attorney, indemnify, save and hold the Landowner harmless from and against all losses, damages, demands, claims, actions, proceedings, penalties and expenses that may be made or brought at any time by any party or parties against the Landowner relating to the Property, that may be directly and actually incurred, suffered or sustained by the Landowner as a result of any action carried out by the Developer pursuant to the Power of Attorney .
- 10.3 **Effective Date:** The Power of Attorney shall be given effect on the date of registration with the High Court and relevant land office.
- 10.4 **Replacement Power of Attorney:** In the event that the Power of Attorney has been granted to a Malaysian director of the Developer (and/or jointly with any person authorised by the Developer) and if the Developer intends to appoint another Malaysian director of the Developer or another person authorized by the Developer to be the attorney in place of the existing holder of the Power of Attorney, the Developer shall procure that the existing Power of Attorney to be revoked by the execution, and registration of a deed of revocation of the existing Power of Attorney (hereinafter referred to as "**Deed of Revocation**") at the relevant High Court, and a copy of the Deed of Revocation of the existing Power of Attorney to be furnished to the Landowner before the Landowner executes a new Power of Attorney in favour of such Malaysian director of the Developer and/or person authorized by the Developer.
- 10.5 **Cost and expenses:** The Developer shall bear all the costs and expenses relating to preparations, lodgement and registration of the Power of Attorney. The Developer shall also bear the stamp duties for stamping the Power of Attorney.
- 10.6 **Power of Attorney to be irrevocable:** The Parties agree that the Power of Attorney is given for valuable consideration and is irrevocable. However, the Developer shall revoke, or procure the Power of Attorney to be revoked upon the completion of the Development, or upon completion of the transfer and registration of the Property in the name of the Developer, or termination of this Agreement, whichever shall be applicable.

Simultaneous with the delivery of the Power of Attorney, the Developer or the Malaysian resident director and/or person duly authorised by the Developer (as the case may be) shall execute and deposit with the Developer's Solicitors, a deed of revocation of the Power of Attorney and Parties hereby agree that the Developer's Solicitors is authorised to release the same for registration upon the completion of the Development, or upon completion of the transfer and registration of the Property in the name of the Developer, or termination of this Agreement, or replacement of the Power of Attorney in accordance with Clause 10.4, whichever shall be applicable.

In the event winding-up proceedings are intending to be initiated by the Landowner after Completion has taken place but before the registration of the Property in the name of the Developer, Parties shall negotiate on good faith basis and mutually agree on steps that may be taken to ensure that the Power of Attorney is not vitiated, nullified or revoked.

11. LAND MATTERS

- 11.1 **Possession of Property:** The vacant possession of the Property shall be deemed delivered by the Landowner to the Developer on the Completion Date ("**Possession Date**").
- 11.2 **Access to Property:** The Developer and its consultants shall be allowed temporary access to

the Property pending Completion for any technical matters relating to preparation for development, where needed ("**Access**"), subject to the Developer having given seven (7) Business Days' prior written notice with reason for the Access to the Landowner and the Landowner shall revert with their written consent for the Access to the Developer within seven (7) Business Days from the date of receipt of the said written notice and such written consent shall not be unreasonably withheld, delayed or conditioned. The Landowner hereby agrees to grant the Developer and any person authorised by the Developer uninterrupted access to the Property on and after the Possession Date.

11.3 **Fees and Other Development Charges:** The Developer shall be responsible for the following:

- (a) all fees and charges in connection with the preparation, application and procurement of the Approved Plans, various applications and plans for the subdivision and/or surrender and re-alienation of the Property and/or issuance of separate titles and strata titles to the Units; and
- (b) all fees, cost, commissions, agent fees and/or payments to be made in favour of any consultant, professional, agent, supplier and in general all personnel engaged, appointed and or nominated by the Developer for the purpose of the Development.

11.4 **Apportionment of Outgoings:** All Outgoings in respect of the Property shall be apportioned between the Parties hereto as at the **Completion Date** and any sum due from one Party to the other shall be paid and settled accordingly forthwith upon such apportionment.

12. REPRESENTATIONS AND WARRANTIES

12.1 **Landowner's Representations and Warranties:** The Landowner hereby represents and warrants to the Developer as follows:

- (a) the Landowner has full power and authority to own its assets and carry on its business and activities; and
- (b) the Landowner is the registered and beneficial owner of the Property; and
- (c) the Property is free from other Encumbrance, caveats, occupiers, squatters and other restraints and the Landowner is in a position to deliver vacant possession of the Property in accordance with the terms of this Agreement; and
- (d) that as at the date of the execution of this Agreement, the Property or any part thereof is not subject to any other acquisition proceedings or notice of intended acquisition by the Relevant Authorities or competent authorities; and
- (e) that it has not entered into any agreement of any nature other than with the Developer that affects the Property or any part thereof; and
- (f) that all quit rent, assessments and other lawful outgoings due to the Relevant Authorities in respect of the Property (up and until the Possession Date) will be duly settled by the Landowner and all conditions affecting the Property whether express or implied under any act, ordinance, enactment, order, regulations, by laws and directives have been duly complied with by the Landowner. In the event there is any outstanding quit rent and assessment rates or any lawful outgoings payable by the Landowner to

the Relevant Authorities, the Developer may (but not obligated to do so) pay all the outstanding sums and such advances shall be deducted from the Landowner's Entitlement; and

- (g) no power of attorney has been granted and/or no assignment has been made in respect of any of its rights absolutely in and to the Property to any person or body; and
- (h) as at the date of this Agreement, the Landowner has not received any notices, from any Federal, State or Local Government Authority, Statutory Board or other entity which remains outstanding and which will or may prejudice or adversely affect the present or continued use and enjoyment by the Landowner of the Property or which will or may subject the Landowner to any onerous charge or liability and/or which will or may prejudice or adversely affect the Landowner's ability to perform its obligations under this Agreement and that the Landowner shall immediately give written notice to the Developer of any such notices, orders or requirements it receives at any time after the date of this Agreement; and
- (i) subject to receipt of the Landowner's Shareholders' Approval set out in Clause 4.1 (c), the Landowner has the power and capacity to enter into, execute and perform the terms of this Agreement and has procured or obtained all resolutions approvals and consents stipulated or otherwise required to authorise the entering into, execution, delivery and performance of this Agreement in accordance with the terms and conditions contained herein; and
- (j) this Agreement constitutes the legal, valid and binding obligations of the Landowner, enforceable in accordance with the terms and conditions herein contained; and
- (k) the entering into, execution, delivery and performance of this Agreement do not and will not exceed the powers granted to the Landowner or violate the provisions of :-
 - (i) any other written laws, regulations, decree or order or any rule or directive (whether or not having the force of law) of any governmental authority, agency or Court for the time being in force or to which the Landowner is subject; and
 - (ii) any contract, undertaking or other instruments whatsoever to which the Landowner is a party or which is binding upon the Landowner or the Property; and
- (l) the Landowner is not in default under any agreement or instrument to which it is a party or by which it may be bound and there is no pending or imminent litigation, arbitration or administrative proceedings, as the case may be, which might materially affect or impair the Landowner's ability to perform its obligations stipulations and undertakings under this Agreement; and
- (m) to the best of its knowledge, there are no demands, suits, proceedings, claims or liabilities whatsoever by any third party against the Landowner which would affect the obligations of the Landowner in respect of the Property and the Development under the provisions of this Agreement; and
- (n) the Landowner has not entered into this Agreement in reliance upon any representation, warranty or undertaking of the Developer other than those expressly contained herein; and

- (o) save for this Agreement, the Landowner has not dealt with the Property or any part thereof or entered into any agreement with any person, firm or company to sell or purport to sell the Property or any part thereof or granted or purport to grant any assignment, lease, option, license, easement or any other right or interest in the Property or any part thereof to any person, firm or company, and the Property is free of any Encumbrances; and
- (p) there are no structures or buildings on the Property and no crops grown thereon; and
- (q) the Development Order has been procured for the Property for residential development and the development of the Property will be subject to the type of building, sales quota, price and bumiputra discount if the Property is subdivided and sold as per the conditions imposed by the authority via letter of alienation date^d 4th July 2016 as attached in Appendix 2; and
- (r) the development of the Property is for "Perumahan Kos Tinggi" as approved in the Cyberjaya Master Layout Plan dated 26 January 2012 [Ref: Bil. MP.Sepang P/CJ/PS/10/2/2/88] as attached in Appendix 3 and not subject to low cost or affordable housing; and
- (s) the density for the development of the Property is 1,100 residential units as approved in the Cyberjaya Master Layout Plan dated 26 January 2012 [Ref: Bil. MP.Sepang P/CJ/PS/10/2/2/88] as attached in Appendix 3 and the existing infrastructure such as electricity, water and sewerage are available and sufficient for the development up to the density of 1,100 residential units; and
- (t) there is no requirement for Developer to contribute or share for any costs incurred by the Landowner relating to infrastructure constructed in or adjoining to the Property; and
- (u) the basic infrastructure namely the main roads, main drain, main water pipelines, main sewerage pipelines, sewerage treatment plant, water reservoir and street lightings (hereinafter referred to as "**Basic Infrastructure**") has been built by or for the Landowner up to the nearest tapping point for the Developer, provided that the Developer shall be responsible for all upgrading works to the Basic Infrastructure as may be imposed by any Relevant Authority as a result of or pursuant to the Development.

12.2 **Developer's Representations and Warranties:** The Developer hereby represents and warrants to the Landowner as follows:

- (a) the Developer is a company duly incorporated under the laws of Malaysia and has full power and authority to own its assets and carry on its business as it is now being carried on; and
- (b) as at the date of this Agreement, the Developer has not received any notices, from any Federal, State or Local Government Authority, Statutory Board or other entity which will or may subject the Developer to any onerous charge or liability and/or which will or may prejudice or adversely affect the Developer's ability to perform its obligations under this Agreement and that the Developer shall immediately give written notice to the Landowner of any such notices, orders or requirements it receives at any time after the date of this Agreement; and

- (c) subject to receipt of the approval set out in Clause 4.1 (b), the Developer has the power or capacity to execute, deliver and perform the terms of this Agreement and has procured or obtained all resolutions approvals and consents stipulated or otherwise required under its Constitution to authorise the entering into, execution, delivery and performance of this Agreement in accordance with the terms and conditions contained herein. The Developer has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Agreement; and
- (d) this Agreement constitutes the legal, valid and binding obligations of the Developer, enforceable in accordance with the terms and conditions herein contained; and
- (e) the entering into, execution, delivery and performance of this Agreement do not and will not exceed the powers granted to the Developer or violate the provisions of:
 - (i) its Memorandum and Articles of Association or Constitution; and
 - (ii) any other written laws, regulations, decree or order or any rule or directive (whether or not having the force of law) of any governmental authority, agency or Court for the time being in force or to which the Developer is subject; and
 - (iii) any contract, undertaking or other instruments whatsoever to which the Developer is a party or which is binding upon the Developer; and
- (f) the Developer is not in default under any agreement or instrument to which it is a party or by which it may be bound and there is no pending or imminent litigation, arbitration or administrative proceedings, as the case may be, which might materially affect or impair the Developer's ability to perform its obligations stipulations and undertakings under this Agreement; and
- (g) to the best of its knowledge, there are no demands, suits, proceedings, claims or liabilities whatsoever by any third party against the Developer which would affect the ability of the Developer to perform its obligations in accordance with the provisions of this Agreement; and
- (h) the Developer has not entered into this Agreement in reliance upon any representation, warranty or undertaking of the Landowner other than those expressly contained herein.

13. COVENANTS BY THE LANDOWNER AND THE DEVELOPER

13.1 **Landowner's Covenants:** In its capacity as the proprietor of the Property, the Landowner hereby agrees covenants and undertakes with the Developer as follows:

- (a) if so required and reasonably requested by the Developer, to sign and execute all such applications, plans, consents, instruments and documents whatsoever prepared by the Developer which may be necessary for the Development or otherwise required to be submitted to the Relevant Authorities for approval;
- (b) that it shall deliver the vacant possession to the Developer on the Possession Date whereupon the Developer shall be granted the full right of access to the Property and

shall allow, permit and authorise the Developer, its servants or agents to enter upon the Property for the purpose of undergoing land surveying soil test, levelling, clearing and in general to do all act or thing in regards to the Development in accordance with the Relevant Authorities' approval (if any);

- (c) to allow the Developer to deal with the development, construction and other works being carried out by the Developer, the consultants and contractors, suppliers, agents of any other person and/or their workforce on the Property or otherwise in respect of the implementation of the Development and not to interfere in any way or manner whatsoever with construction works to be carried on the Property by the Developer, its contractors, sub-contractors, agents workmen and others as authorised by the Developer;
- (d) not to do or permit to be done any acts or things or suffer or cause to be suffered any omissions which may contravene or violate the provisions of any written law, regulations, rules and directives (whether or not having the force of law) of any governmental agency or department for the time being applicable to the Property or the Development or which may cause or result in any delay in the implementation or progress of the Development and to indemnify and keep indemnified the Developer against any claims, demands, proceedings, prosecutions, fines, losses, damages, cost and expenses which may at any time hereafter be instituted against or suffered or otherwise incurred by the Developer by reason of or arising out of such breach on the part of the Landowner;
- (e) to assist, in the capacity as a registered proprietor of the Property, upon the request of the Developer all such other acts things and deeds and execute or cause to be executed all such documents and instruments as may be necessary for the implementation of the Development;
- (f) not to sell, transfer, encumber, charge or otherwise deal with the Property or any part thereof or any of the rights benefit and interest in the Property in any manner whatsoever that is inconsistent with the provision of this Agreement, including not to create any debenture over any part of the Property and to indemnify and keep indemnified the Developer against any claims, demands, proceedings, losses, damages, cost and expenses which may at any time hereafter be instituted against or suffered or otherwise incurred by the Developer by reason of or arising out of such breach on the part of the Landowner;
- (g) to pay the quit rents, assessments and other lawful outgoings payable in respect of the Property up and until the Possession Date without any recourse to the Developer;
- (h) to discharge all of its consultants employed by the Landowner for the Property prior to Possession Date and to settle all fees due and payable to that consultant; and
- (i) that it shall notify the Developer in writing in the event of any change in the controlling shareholders of the Landowner.

13.2 **Developer's Covenants:** The Developer hereby agrees covenants and undertakes with the Landowner as follows:

- (a) to satisfy the Landowner's Entitlement in accordance with **Clause 6.1** of this Agreement; and
- (b) to ensure that the Development is carried out according to **Clause 9** and in compliance

Development Rights Agreement

Between **Setia Haruman Sdn. Bhd.** And **Windsor Homes Sdn. Bhd.**

with the conditions imposed by the Relevant Authorities and complete the Development in accordance with **Clause 9**; and

- (c) to conform to the provisions and requirements of any written law rules and regulations for the time being in force applicable to the Development including but not limited to the Housing Development Act 1966, the Environmental Quality Act 1974 and any other relevant Act, Enactment made under such Act, Enactment or Ordinance, by-laws or any direction, requirements or instructions whatsoever given by any authority competent to do so and pay any fee required under any laws for the time being in force affecting the Development and to obtain all necessary licenses and permits to carry out this Agreement, and to make it incumbent upon its agents, employees, servants, consultants and contractors to observe all relevant statutes, by-laws, regulations and/or orders. The Developer shall keep the Landowner indemnified against all fines, penalties and losses incurred by reason of any breach by the Developer, its agents, employees, servants, consultants and contractors of any such Act, Enactment, Ordinances, by-laws or Regulations and any other subsidiary legislation made under such Act, Enactment or Ordinance unless such breach is due to the negligence or default of Landowner; and
- (d) shall at all times maintain and kept in full force such insurance policies as is required by applicable laws and regulations in connection with the Development; and
- (e) to undertake at the Developer's own cost and expense the development, finance, construction, administration, management, marketing and sales of the Units in accordance with the terms and conditions of this Agreement and undertake and perform all of its obligations in respect of the same including all ancillary matters and things necessary for the proper discharge of its obligations hereunder; and
- (f) to ensure that the consultants and contractors appointed in connection with any works relating to the Development are properly skilled, qualified and experienced to undertake any contracts or sub-contracts similar in size, value and complexity of the Development; and
- (g) to pay the quit rents, assessments and other lawful outgoings payable in respect of the Property with effect from the Possession Date; and
- (h) to procure the issuance of the CCC in respect of the Units; and
- (i) be solely responsible for the provision of technical knowledge, skill, expertise, consultancy and such other services incumbent upon the Developer to provide in respect of the Development including overall planning marketing management and coordination of all project consultants, preparations of plans, survey and other works relating to the Development, and shall ensure at all times the progress and due completion of the Development with responsibility and due diligence in accordance with sound financial and commercial standards and practices; and
- (j) immediately upon becoming aware of the same give the Landowner notice in writing of all litigation or administrative or arbitration proceedings before any court, judicial, administrative or governmental authority, arbitrator or other body affecting it or which is or are threatened, instituted or commenced and which is or are likely to affect adversely the Developer's ability to perform its obligations under this Agreement; and

- (k) for the purpose of the Development, the Developer shall at its own cost and expense be responsible for the application and connection of water and electricity services to the water and electricity supply mains tap-off point at the vicinity of the Property; and
- (l) the Developer shall at its own cost and expense be responsible for all upgrading works to the Basic Infrastructure as may be imposed by any Relevant Authority as a result of or pursuant to the Development.

14. DEFAULT

14.1 Events of Default: In the event any Party:

- (a) is in Material Breach of any of the terms and conditions of this Agreement or for any reason whatsoever fail or default in the compliance with any of the covenants, stipulations and undertakings on its part to be observed and performed hereunder, and in the instance of breach on the part of the Landowner, such Material Breach which would impede or affect the Developer's ability to complete the Development; or
- (b) has a winding-up order made against it; or
- (c) becomes insolvent or compounds with or makes arrangements with its creditors or goes into liquidation whether voluntarily (save for the purpose of amalgamation or reconstruction or a voluntary winding-up proceedings initiated by the Landowner after Completion has taken place) or compulsorily; or
- (d) has a provisional liquidator, receiver and/or manager appointed in respect of its business or undertaking or possession of its property is taken by or on behalf of creditors or debenture holders secured by a floating charge; or
- (e) in the instance of the Developer, fails to pay any part of the Landowner's Entitlement due to Landowner in accordance with Clause 6.1,

then in the case of a default or breach which is capable of being remedied, the non-defaulting party ("**Non-Defaulting Party**") shall be entitled to serve a notice in writing to the defaulting party ("**Defaulting Party**") requiring the Defaulting Party to rectify such default or breach and if the Defaulting Party shall fail to remedy such default or breach within sixty (60) days after receipt of such notice or such longer period as specified in the notice having regard to the nature of the breach, the Non-Defaulting Party may thereupon by notice forthwith terminate this Agreement in which event the provisions of Clause 14.2 (*Consequences of Termination*) shall take effect.

14.2 Consequences of Termination: In the event the breach by the Defaulting Party pursuant to Clause 14.1 is not capable of being remedied or in the instance of it being capable of remedy is not remedied in accordance with Clause 14.1, it is hereby agreed that this Agreement may, at the option of the Non-Defaulting Party, be terminated where upon such termination, without prejudice to the Non-Defaulting Party's rights or remedies under law or equity to the right of specific performance under Clause 28 or seek for damages against the Defaulting Party's breach under Clause 14.1 hereabove, the following shall apply: -

- (a) **In the event that the Defaulting Party is the Landowner:**

- (i) where the Developer has paid the Landowner's Entitlement and Completion has taken place, at the sole and absolute discretion of the Developer, the Developer may proceed to exercise its option to transfer the Property without further payment to the Landowner in accordance with Clause 7 without prejudice to its right to claim for any damages suffered; or
 - (ii) where the Developer has not paid the Balance Landowner's Entitlement, at the sole and absolute discretion of the Developer, the Developer may proceed to pay the Balance Landowner's Entitlement and at the sole and absolute discretion of the Developer, proceed to exercise its option to transfer the Property without further payment to the Landowner in accordance with Clause 7, or it may proceed to terminate this Agreement, and the Landowner shall refund the Deposit and pay as agreed liquidated damages a sum equivalent to the Deposit to the Developer within fourteen (14) days from the date of receipt of notice of termination, failing which Late Payment Interest shall be payable on the amount outstanding from the expiry of the aforesaid fourteen (14) days till the date of full payment;
- (b) **In the event that the Defaulting Party is the Developer**
- (i) In the event that the Developer has not paid the Balance Landowner's Entitlement, the Landowner may require the Developer to pay the Balance Landowner's Entitlement or it may terminate the Agreement and forfeit the Deposit as agreed liquidated damages and thereafter neither Party shall have any claim against each other and the Landowner shall be at liberty to deal with the Property in such manner as it deems fit; or
 - (ii) where the Developer has paid the Landowner's Entitlement and Completion has taken place, at the sole and absolute discretion of the Landowner, the Landowner may require the Developer to exercise its option to transfer the Property without further payment to the Landowner in accordance with Clause 7 without prejudice to its right to claim for any damages suffered.
- (c) Upon the termination of this Agreement pursuant to Clause 14.2(a)(ii) or Clause 14.2(b)(i):
- (i) The Parties shall jointly apply for the Amendment to Development Order to be reversed within fourteen (14) days from date of receipt of the notice of termination.
 - (ii) The Parties shall bear their own costs and expenses incurred up to the material time.

14.3 **Limitation of Liability:** Notwithstanding the provisions of this Agreement, either Party shall not be liable to the other Party, for and against any indirect, incidental, special, punitive or consequential damages or loss including but not limited to loss of profit or revenues, loss of investment, loss of opportunity cost, loss of goodwill or reputation, suffered by the other Party, be it foreseeable or otherwise.

15. LAND ACQUISITION

15.1 The Landowner hereby represents and warrants that as at the date of this Agreement the Property or any part thereof is not subjected to other acquisition or intended acquisition by the Relevant Authorities.

- 15.2 In the event of the Government or any other competent authority having power in that behalf acquiring the Property or any part or parts thereof for any purposes whatsoever at any time prior to the Completion Date, the Landowner shall immediately notify the Developer of the same and if in the opinion of the Developer the said acquisition will materially affect the financial viability of the Development, then the Developer may elect either:
- (a) in good faith renegotiate on the terms of this Agreement and if the Parties are unable to agree on the new terms, this Agreement shall be terminated. In the event this Agreement is terminated, the Landowner shall within thirty (30) days from the date of receipt of the demand in writing made by the Developer refund to the Developer all sums of monies paid by the Developer under or pursuant to this Agreement to the Landowner under the Landowner's Entitlement, free of interest, and this Agreement shall thereafter be of no further force or effect whatsoever and neither Party shall have any claim against each other save and except for antecedent breaches, if any; or
 - (b) to proceed to complete this Agreement notwithstanding the aforesaid acquisition whereby the Landowner shall immediately:
 - (i) notify the Government or any acquiring authority of the Developer's rights, title and interest in and to the Property and the terms of this Agreement; and
 - (ii) notify the Developer of such proceedings whether pending or contemplated and do all documents acts and things so as to allow the Developer ample opportunities to contest such proceedings or any payment of compensation or to appeal from any decision made in respect thereof; and
 - (iii) all monies and or compensation, if any, paid or to be paid by the Government or other authority in of such acquisition shall belong to the Developer absolutely PROVIDED ALWAYS subject to the full payment of the Landowner's Entitlement in the manner as set out in Clause 6.1 of this Agreement by the Developer to the Landowner.

15.3 Save and except as provided in Clause 15.2 hereof, no acquisition by the Government or any other authority having power in that behalf of the Property or any part or parts thereof for any purposes whatsoever or howsoever at any time after the date of this Agreement shall nullify or terminate or rescind this Agreement and this Agreement shall subsist and continue in full force and effect.

16. NOTICES

16.1 Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by facsimile message addressed to the intended recipient thereof at its address set out below or at its facsimile number set out below (or to such other address, facsimile number, email addresses and/or contact person as any Party may from time to time notify the other Party).

To The Landowner:

Address : The Lodge, Persiaran Multimedia Cyber 7, 63000 Cyberjaya,
Selangor Darul Ehsan.

Email : wendyli@setiaharuman.com
Person-in-charge : Wendy Li

To The Developer:

Address : Unit No. 2, Level 43, Naza Tower, No. 10, Persiaran KLCC,
50088 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur
Email : darylng@multifieldasia.com
sujeanthoo@multifieldasia.com
Person-in-charge : Daryl Ng
Thoo Su Jean

Any notice or request so given shall be deemed to have been sufficiently served or given:

- (a) in the case of a notice or request sent by hand, upon receipt or on the day of delivery;
- (b) in the case of electronic mail, at the time of delivery, that there was no mail delivery failure report in the case of an email;
- (c) in the case of a notice or request sent by prepaid registered post, three (3) Business Days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted;

provided that, where (in the case of delivery by hand or email or post) the delivery or transmission occurs after 5.00 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 am on the next following Business Day.

17. CONFIDENTIALITY

17.1 **Confidential Information:** Each Party shall keep confidential (and to ensure that its nominees, officers, employees, agents, professional and other advisers keep confidential) any information:

- (a) which it may have or acquire before or after the date of this Agreement in relation to the disclosing Party's customers, business, assets or affairs;
- (b) which it may have or acquire before or after the date of this Agreement in relation to the customers, business, assets or affairs of the disclosing Party resulting from:
 - (i) negotiating this Agreement;
 - (ii) exercising its rights or performing its obligations under this Agreement; or
- (c) which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement).

No Party shall use for its own business purposes or disclose to any third Party any such information referred to above (hereinafter collectively be referred to as the "**Confidential Information**") without the written consent of the other Party.

17.2 **Exceptions:** The obligation of confidentiality under Clause 17.1 (*Confidential Information*) does not apply to:

- (a) the disclosure (subject to Clause 17.3 (*Third Parties Bound*)) on a 'need to know' basis to a company which is another member of each Party's group of companies or and professional adviser;
- (b) information which is independently developed by the receiving Party or acquired from a third party to the extent that it is acquired with the right to disclose the same;
- (c) the disclosure of information to the extent required to be disclosed by law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority;
- (d) the disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned;
- (e) the disclosure (subject to Clause 17.3 (*Third Parties Bound*)) in confidence to a Party's financier and professional advisers of information reasonably required to be disclosed for a purpose reasonably incidental to this Agreement;
- (f) information which enters the public domain (other than as a result of a breach of this Clause 17),

provided that the receiving Party shall prior to disclosing any Confidential Information, notify the disclosing Party forthwith and consult with the disclosing Party of such requirement of disclosure and, to the extent permitted by law, endeavour to take all reasonable steps to resist or avoid any such disclosure. Where such public announcement, communication or notice is to be made, it shall only be made after consultation with the disclosing Party after taking into account the reasonable requirements of the disclosing Party as to timing, content and manner of dispatch or dissemination.

17.3 Third Parties Bound: Each Party shall inform any officer, employee or agent or financier or any professional or other adviser advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall instruct them:

- (a) to keep it confidential; and
- (b) not to disclose it to any third Party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

The disclosing Party is responsible for any breach of this Clause 17 by the person to whom the Confidential Information is disclosed.

17.4 Publication and Announcement: All publicity or any announcement in connection with the terms contained in this Agreement shall only be made by one Party with the prior written consent of the other Party. Notwithstanding the aforesaid, the Parties hereto acknowledge that the Developer's Parent Company, as a listed issuer whose shares are listed on the Hong Kong Stock Exchange, may be required to publish notice, announcement and/or circular relating to this Agreement and matters contemplated hereunder pursuant to the HK Listing Rules, provided that the Developer shall procure to provide to the Landowner a copy of the drafts of such relevant notice, announcement and/or circular prior to their publication and if the Landowner does not revert within seven (7) Business Days from the date of receipt of the said

notice, announcement and/or circular, the Landowner shall be deemed to have endorsed the contents of the said notice, announcement and/or circular for the above purpose.

17.5 **Return of Confidential Information:** If this Agreement terminates, any Party may by notice require the other to return such Party's Confidential Information. If so, the other Party shall:

- (a) return all documents containing Confidential Information which have been provided by or on behalf of the Party demanding the return of Confidential Information; and
- (b) destroy any copies of such documents and any document or other record reproducing, containing or made from or with reference to the Confidential Information (save, in each case, for any submission to or filings with governmental, tax or regulatory authorities). The other Party shall return or destroy the Confidential Information as soon as practicable after receiving such notice.

17.6 **Survival of Clause:** The provisions of this Clause 17 shall survive and continue to remain in full force and effect notwithstanding the termination of this Agreement.

18. DISPUTE RESOLUTION

18.1 **Dispute Resolution:** In the event of any dispute arising from the performance of this Agreement, the Party requesting settlement of the dispute shall issue a dispute notice (hereinafter referred to as the "**Dispute Notice**") to the other Party setting out the facts relating thereto. Upon the receipt of the Dispute Notice, each Party shall first procure its officers to negotiate in good faith with each other with a view to resolve such dispute within two (2) months of the issuance of the Dispute Notice. This clause is without prejudice to the right of any Party to file and obtain any injunctive relief in court without having to fulfil the requirement of this Clause 18.1.

18.2 **Governing Jurisdiction:** Any dispute, controversy or claim arising out of or in relation to this Agreement or the implementation of any provisions of this Agreement or the breach, termination or invalidity of this Agreement or any part thereof which cannot be settled amicably between the Parties under Clause 18.1 above, such dispute, controversy or claim shall be referred to and decided by the courts of Malaysia.

19. TIME

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

19.2 The Parties hereby agree that time wherever not specifically mentioned in this Agreement to perform an obligation, shall be construed as seven (7) Business Days unless Parties mutually agree to such further extended period.

20. GOVERNING LAW

This Agreement shall be governed by the laws of Malaysia and its validity, construction and performance shall be interpreted in accordance with the laws of Malaysia.

21. ENTIRE AGREEMENT

This Agreement embodies all the terms and conditions agreed between the Parties as to the subject matter of this Agreement and supersedes and nullifies in all respects all previous or earlier letters, correspondence, undertakings and agreements between the Parties with respect to the subject matter hereof whether such be written or oral and any warranty, representation or other term or condition of any nature not contained or recorded in this Agreement in respect of the transaction contemplated herein shall have no force or effect.

22. COSTS AND EXPENSES

- 22.1 **Landowner's Expenses:** The Landowner shall pay and bear all costs and expenses of its obligations hereunder including the costs, expenses and any amounts payable to any of its consultants and/or contractors in connection with the Property up to the Completion Date.
- 22.2 **Developer's Expenses:** The Developer shall bear the costs and expenses of its obligations hereunder including the costs, expenses and any amounts payable to the Relevant Authorities after the Completion Date, including the stamp duty in respect of and incidental to this Agreement.
- 22.3 **Solicitors' Costs:** Each Party shall bear its own solicitors' costs and disbursements in respect of this Agreement.
- 22.4 **Consumption Tax:** In the event that any sales, entitlements, debts and/or services tax or any other similar tax is charged by law and/or imposed by any Relevant Authority on any goods and/or service supplied or provided under this Agreement, such sales and/or services tax or other similar tax shall be borne and paid by the recipient of the goods and/or services and the owner of the entitlements in addition to any payments payable under this Agreement.
- 22.5 **Other Taxes:** Each Party shall be responsible for the payment of any taxes including but not limited to income tax levied by the tax authorities arising from or relating to the respective Party's entitlement under this Agreement and each Party shall indemnify and safe harmless the other Party from any claims, demands or payments of any taxes which is payable by the respective Parties.

23. WAIVERS

No failure, delay or omission by any Party to this Agreement to exercise any power or right conferred under this Agreement shall operate as a waiver of that power or right, nor shall single exercise of any such power or right preclude any other or future exercise of the power or right, or the exercise of any other power or right under this Agreement. To be effective, any waiver of a provision of this Agreement shall be in writing and signed by the Party or Parties whose rights are being waived and is effective only to the extent to which it is given.

24. AMENDMENT

This Agreement may be amended, modified, superseded, or cancelled, and any term or provision hereof may be waived, by mutual agreement in writing by the Parties, or in the case of a waiver, by the Party waiving compliance in writing.

25. UNENFORCEABILITY

In the event that any of the terms, conditions or provisions contained herein shall be determined to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall be severed from the remaining body of this Agreement which shall continue and be enforceable to the fullest extent permitted by law. In such event, the Parties agree that the provisions of this Agreement shall be modified and reformed so as to effect the original intent of the Parties as closely as possible with respect to those provisions that were held to be invalid or unenforceable.

26. REMEDIES

- 26.1 **Non-Exclusivity:** Subject to Clause 28, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies unless so required by law.

27. FORCE MAJEURE

- 27.1 For the purposes of this Agreement, "**Force Majeure**" means any circumstances beyond the reasonable control of any Party despite all reasonable efforts having been taken by such Party (including, without limitation, any strike, lock-out, industrial disputes, riots, war, act of God, government mandates, rulings, limitations, order, decree or sanctions, epidemics, pandemics, movement control order, governmental restrictions) and such circumstance renders it impossible for the Party hereto to fulfil its obligations hereunder. If any Party ("**Affected Party**") is affected by Force Majeure which renders it impossible for the Affected Party to perform any of its obligations under this Agreement, it shall forthwith notify the other Party of its nature and extent. No Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay of non-performance is due to any Force Majeure which the Affected Party has notified to the other Party, and the time for performance of that obligation shall be extended accordingly in favour of the Affected Party, free from interest for a period corresponding the subsistence of the Force Majeure event.
- 27.2 If the performance by any Party of any of its obligations under this Agreement is affected by Force Majeure for a continuous period in excess of ninety (90) days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

28. SPECIFIC PERFORMANCE

Notwithstanding the provisions of this Agreement, any Party shall be at liberty to take such action in law as may be necessary to compel the other Party by way of specific performance to perform or observe any term of this Agreement to be performed or observed, or their respective parts, in the event that the alternative remedy of monetary compensation shall not be regarded as

compensation or sufficient compensation for any default by either Party in the performance of the terms and conditions herein as an alternative to claiming for damages for breach of this Agreement.

29. LODGEMENT OF PRIVATE CAVEAT

- 29.1 The Developer shall be entitled to lodge a private caveat over the Property provided that the Developer shall also simultaneously execute a withdrawal of private caveat form and deposit the same with the Developer's Solicitors who are irrevocably authorised by the Parties hereto to present the same for registration in the event that this Agreement is lawfully and legally terminated by the Parties hereto.
- 29.2 Save and except for the above, in the event there is any other caveat lodged by any third party against the Property not contemplated pursuant to this Clause 29, then it shall be the responsibility of the Party (i.e., as applicable, the Landowner or the Developer) whom the caveat is lodged against the ("**Responsible Party**") to remove or cause to remove such third party caveat from the Property and all costs and expenses for removing such third party caveat shall be solely borne by the Responsible Party.

30. MISCELLANEOUS

- 30.1 **Good Faith:** In entering into this Agreement, the Parties recognize that it is impracticable to make provision for every contingency that may arise in the course of performance hereof and accordingly the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to any of them. If by reason of any unforeseen occurrence or development the operation of this Agreement is likely to cause any inequitable hardship to one or more Parties contrary to the spirit of this Agreement, the Parties will negotiate immediately in good faith and use their endeavours to agree upon such action as may necessary and equitable to remove the cause or causes of the same.
- 30.2 **No Partnership:** Nothing in this Agreement shall be construed to imply the existence of a partnership between the Parties or to make one Party the agent or representatives of the other Party and no Party shall so hold itself out nor shall any Party be liable or bound by any act or omission of the other Parties.
- 30.3 **Payment of Taxes:** Each Party shall be responsible for the payment of any taxes including but not limited to income tax levied by the tax authority arising from or relating to the respective Party's entitlement under this Agreement and each Party shall indemnify and save harmless the other Party from any claims, demands or payments of any taxes which is payable by the respective Parties.
- 30.4 **Payment to the Landowner's Solicitors:** The Parties agree that any payment received by Landowner's Solicitors from the Developer under this Agreement shall be deemed to be paid by the Developer to the Landowner.
- 30.5 **Counterparts:** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.
- 30.6 **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to

confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any Party, nor shall any provision give any third Persons any right of subrogation or action against any Party.

- 30.7 **Language:** This Agreement is written in the English language and the English language text of this Agreement shall prevail over any translation thereof.
- 30.8 **Further Assurance:** At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavours to, procure that any necessary third party shall, execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.
- 30.9 **Successors and Assigns Bound:** This Agreement shall be binding upon the successors in title and permitted assigns of the Landowner and the successors-in title and assigns of the Developer.
- 30.10 **Recitals, Schedule and Exhibit:** The Recitals, Schedule and Exhibit to this Agreement shall be taken read and construed as an essential part of this Agreement.

[The rest of this page is intentionally left blank]

APPENDIX 1

Title Deed

**(all that parcel of freehold land held under H.S.(D) 43128, PT 58748, Mukim Dengkil, Daerah
Sepang, Negeri Selangor measuring approximately 222,373.49 square meters)**



HS(D) 43128 PT
58748.pdf



DHKK

Kanun Tanah Negara
Borang 11AK
(Jadual Keempat Belas)

HAKMILIK SEMENTARA
BERSAMAAN DENGAN HAKMILIK PEJABAT PENDAFTARAN

No.	H.S.(D) : 43128	Cukai Tahunan : RM9,075.00
-----	-----------------	----------------------------

Negeri : Selangor
 Daerah : Sepang
 Bandar/Pekan/Mukim : Mukim Dengkil
 No PT : PT 58748
 Luas Lot Sementara : 222373.49 Meter Persegi
 Kategori Penggunaan Tanah : Bangunan
 No. Lembaran Piawai : 109-C
 No. Permohonan Ukur : C299885
 No. Fail : PTS/01/PB01/39/1012

Geran unruk selama-lamanya.

Didaftarkan pada 23 November 2016

T.M.....l.l.....
Pendaftar

Dokumen hakmilik keluaran dikeluarkan pada 23 November 2016

T.M.....t.t.....
Pendaftar

Pelan lakar/pelan tanah, bagi maksud pengenalan, adalah pada Borang B2.

SYARAT-SYARAT KHAS MENGENAI HAKMILIK SEMENTARA

- Hakmilik ini adalah tertakluk kepada peruntukan-peruntukan Kanun Tanah Negara dan kepada syarat-syarat nyata dan sekatan-sekatan berikut :

SYARAT-SYARAT NYATA

Bangunan Kediaman

SEKATAN-SEKATAN KEPENTINGAN

Tanah ini tidak boleh dipindahmilik, dipajak atau digadai melainkan dengan kebenaran pihak Berkuasa Negeri.



Hakmilik : 101001HSD00043128
 Tarikh : 07/04/2022
 No. Versi : 1
 No. Salinan : 1
 Mukasurat : 12

2. Dalam pelan tanah pada Borang B2, sempadan yang ditunjukkan dengan warna merah, belum ditetapkan secara ukur, adalah sementara sahaja.

Hendaklah dipemhikan apabila hakmilik dikeluarkan bagi sambungan

Tarikh mula-mula diberi milik :
No. hakmilik asal (Tetap atau sementara) :
No. hakmilik yang terakhir sekali :
(jika bertlainan daripada di atas)

REKOD KETUANPUNYAAN

SETIA HARUMAN SDN BHD, 1/1 bhgn.

No Syarikat 199701009649, Tertubuh di bawah Akta Syarikat 1965

UNIT 30-01, LEVEL 30, TOWER A VERTICAL BUSINESS SUITE, AVENUE 3 BANGSAR SOUTH, NO.8, JALAN KERINCHI
KUALA LUMPUR WILAYAH PERSEKUTUAN KL

REKOD URUSAN

PERKARA LAIN YANG MELIBATKAN HAKMILIK



Pendaftar

Hakmilik : 101001HSD00043128

Tarikh : 07/04/2022

No. Versi : 4

No. Salinan : 4

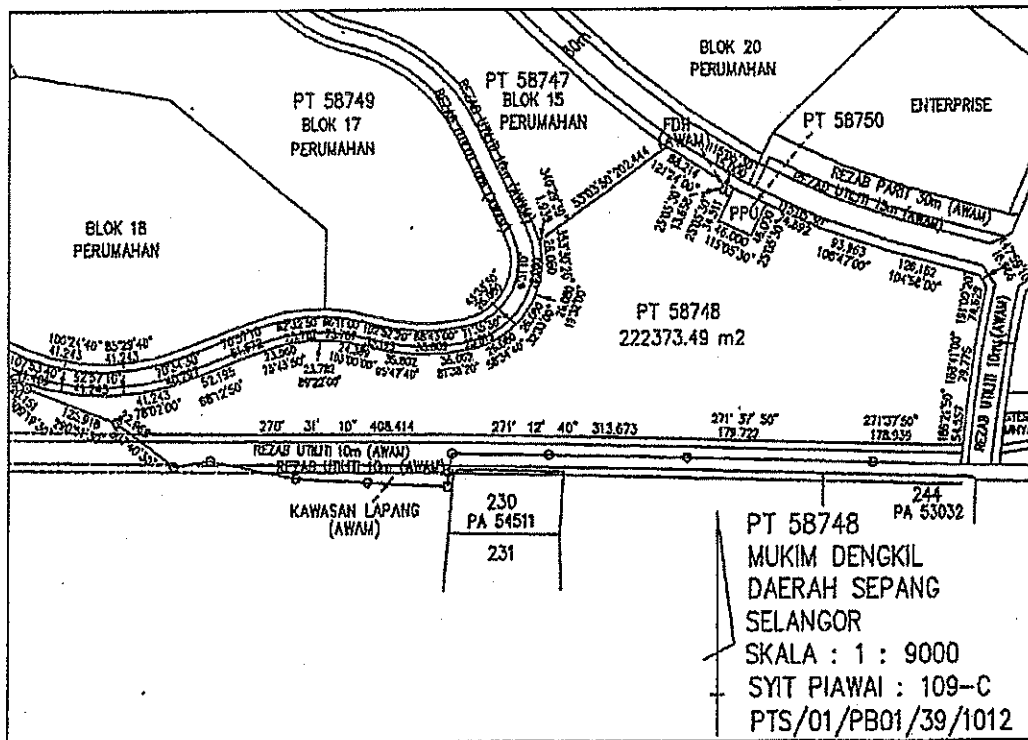
Muka Surat : 2 [2]

PELAN TANAH
(Hakmilik Sementara)

Saya mengesahkan bahawa *pelan/pelan lakar yang dikepilkan di bawah ini adalah salinan benar *pelan/pelan lakar tanah. Butiran hakmilik adalah seperti berikut :

*H.S.(D)/H.S.(M) No. : HSD 43128
Negeri : Selangor
Daerah : Sepang
*Bandar/Pekan/Mukim : Mukim Dengkil
No. Lembaran : 109-C
No. Lot : PT 58748
Luas Sementara : 222373.49 Meter Persegi

2. Dalam pelan yang di bawah ini, sempadan yang ditunjukkan dengan warna merah, belum ditetapkan secara ukur, adalah sementara sahaja.



Bertarikh pada haribulan 22. NOV. 2016



Pendaftar

APPENDIX 2

Letter of Alienation dated 4th July 2016



Letter of Alienation
dated 4 July 2016.pdf



PEJABAT DAERAH/TANAH SEPANG
Bangunan Tun Aziz
Bandar Baru Salak Tinggi
43900 SEPANG
SELANGOR DARUL EHSAN.

selangorku

Telefon : 03-87061211 / 87061212 / 87061213
Faks : 03-87061731 (Am) / 87064612 (Pentadbiran)/
87062003 (Pembangunan) / 87063262 (Tanah)
Portal Rasmi : <http://www.selangor.gov.my/selangor>
Balai Penghulu : 03-87686234 (Dengkil) / 03-870610D4(Labu)/
03-31411162 (Sepang)

"KEJUJURAN DAN KETEKUNAN"

Ruj. Kami: Bil (3)dim.PTS/01/PB01/39/1012

Tarikh: 4 Julai 2016

Pesuruhjaya Tanah Persekutuan
Jabatan Ketua Pengarah Tanah dan Galian
(Seksyen Harta Tanah Persekutuan)
Kementerian Sumber Asli Dan Alam Sekitar
Aras 2, Wisma Sumber Asli
No. 25, Persiaran Perdana, Presint 4
62574 PUTRAJAYA
(u.p.: Puan Norma Binti Abdul Rahman)

Tuan,

**PERMOHONAN PEMBERIMILIKAN TANAH KERAJAAN DI BAWAH
SEKSYEN 76 KANUN TANAH NEGARA DI BLOK 15, 16, 17 DAN PLOT A2,
CYBERJAYA MUKIM DENGKIL, DAERAH SEPANG SELUAS LEBIH
KURANG 657,554.65 M.P (162.49 EKAR) BAGI TUJUAN PROJEK
BANDARAYA TEKNOLOGI MAKLUMAT (BANGUNAN KEDIAMAN DAN
PENCAWANG PENGAGIH UTAMA)**

Dengan segala hormatnya saya diarah merujuk perkara di atas.

2. Dimaklumkan bahawa Majlis Mesyuarat Kerajaan Negeri Selangor Bil.18/2016 pada 1 Jun 2016 telah menimbang dan meluluskan permohonan pemberimilikan tanah ini kepada Pesuruhjaya Tanah Persekutuan di Blok 15, 16, 17 dan Plot A2, Cyberjaya, Mukim Dengkil, Daerah Sepang seluas lebih kurang 657,554.65 meter persegi (162.49 ekar) bagi tujuan pembangunan Projek Bandaraya Teknologi Maklumat (Bangunan kediaman dan Pencawang Pengagih Utama) dengan bayaran dan syarat-syarat yang dikenakan seperti berikut:-

Bangunan Kediaman

- | | | | |
|------|-----------------------|---|----------------------------|
| i. | Kelulusan | : | Pemberimilikan |
| ii. | Jenis Hakmilik | : | Hakmilik Pejabat Pendaftar |
| iii. | Jenis Suratn Hakmilik | : | Geran |
| iv. | Tempoh Pegangan | : | Selama-lamanya |



PERMOHONAN PEMBERIMILIKAN TANAH KERAJAAN DI BAWAH SEKSYEN 76 KANJUN TANAH NEGARA DI BLOK 15, 16, 17 DAN PLOT A2, CYBERJAYA MUKIM DENGKIL, DAERAH SEPANG SELUAS LEBIH KURANG 657,554.65 M.P (162.49 EKAR) BAGI TUJUAN PROJEK BANDARAYA TEKNOLOGI MAKLUMAT (BANGUNAN KEDIAMAN DAN PENCAWANG PENGAGIH UTAMA)

- v. Keluasan : Mengikut Pelan Pra-Hitungan yang telah diluluskan oleh Majlis Perbandaran Sepang
- vi. Premium : Nominal (RM10.00) selot
- vii. Cukai Tahunan : Mengikut Kaedah-Kaedah Tanah Selangor 2003 (Pindaan) , 2005
- viii. Bayaran Ukur dan lain- : Mengikut Kadar Yang ditetapkan
- ix. Jenis Kegunaan Tanah : Bangunan
- x. Syarat Nyata : Bangunan Kediaman
- xi. Sekatan Kepentingan : Tanah ini tidak boleh dipindahmilik, dipajak atau digadai melainkan dengan kebenaran daripada Pihak Berkuasa Negeri.
- xii. Kebenaran Khas Pindahmilik/Gadalan : Dibenarkan bagi pindahmilik pertama dan kedua serta gadai pertama (Mengikut keputusan MMKN 11/98 bertarikh 22 April 1998)

Pencawang Pengagih Utama

- i) Kelulusan : Pemberimilikan
- ii) Jenis Hakmilik : Hakmilik Pejabat Tanah
- iii) Jenis Surat Hakmilik : Pajakan Mukim
- iv) Tempoh Pajakan : 99 Tahun
- v) Keluasan : Mengikut Pelan Pra-hitungan yang telah diluluskan oleh Majlis Perbandaran Sepang

PERMOHONAN PEMBERIMILIKAN TANAH KERAJAAN DI BAWAH SEKSYEN 76 KANUN TANAH NEGARA DI BLOK 15, 16, 17 DAN PLOT A2, CYBERJAYA MUKIM DENGKIL, DAERAH SEPANG SELUAS LEBIH KURANG 657,554.65 M.P (162.49 EKAR) BAGI TUJUAN PROJEK BANDARAYA TEKNOLOGI MAKLUMAT (BANGUNAN KEDIAMAN DAN PENCAWANG PENGAGIH UTAMA)

- vi) Premium : RM10,000.00 (Nominal) selot (Mengikut Pekeliling PTG. Sel. Bil 11/2010)
- vii) Cukai Tahunan : Mengikut Kaedah-Kaedah Tanah Selangor 2003 (Pindaan) 2005
- viii) Bayaran Ukur dan Lain-lain Bayaran : Mengikut Kadar yang ditetapkan (dikecualikan jika menggunakan Khidmat Juruukur Berlesen)
- ix) Jenis Kegunaan Tanah : Industri
- x) Syarat Nyata : Industri Berat
- xi) Sekatan Kepentingan :
 - i) Tanah ini tidak boleh dipindah milik, dipajak atau digadai melainkan dengan kebenaran daripada Pihak Berkuasa Negeri
 - ii) Tanah ini hendaklah digunakan semata-mata untuk tujuan tapak stesen TNB atau substesen/pencawang elektrik sahaja

2.1 Pemohon adalah dikehendaki membayar Caruman Parit sebanyak RM10,000.00 seekar kepada Pengarah Jabatan Pengaliran dan Saliran Negeri Selangor setelah tanah tersebut dipindahmilik daripada Pesuruhjaya Tanah Persekutuan kepada Cyberview Sdn Bhd.

2.2 Sekiranya dipecah sempadan dan dijual dikenakan jenis bangunan, kuota jualan, harga dan potongan harga kepada pembeli Bumiputera.

2.3 Pemilik tanah dikecualikan daripada dikenakan caruman infrastruktur sosial tetapi pemaju dikehendaki menyediakan zon penampungan tertaliuk kepada syarat-syarat yang telah ditetapkan oleh Pihak Berkuasa Perancang.

PERMOHONAN PEMBERIMILIKAN TANAH KERAJAAN DI BAWAH SEKSYEN 76 KANUN TANAH NEGARA DI BLOK 15, 16, 17 DAN PLOT A2, CYBERJAYA MUKIM DENGKIL, DAERAH SEPANG SELUAS LEBIH KURANG 657,554.65 M.P (162.49 EKAR) BAGI TUJUAN PROJEK BANDARAYA TEKNOLOGI MAKLUMAT (BANGUNAN KEDIAMAN DAN PENCAWANG PENGAGIH UTAMA)

3. Bersama-sama ini disertakan Borang 5A (bayaran premium dan lain-lain bayaran dikenakan) untuk Tuan menjelaskan semua bayaran yang dituntut dalam tempoh yang ditetapkan. Lain-lain bayaran dikenakan adalah seperti berikut:-

i. Bayaran pelan atas suratan hakmilik tetap	...	RM 40.00
ii. Bayaran Notis	RM 80.00
	JUMLAH	RM 120.00

Jumlah keseluruhan perlu dijelaskan adalah berjumlah RM14,590.00. Bayaran boleh dibuat dengan menggunakan Wang Tunai/Money Order/Postal Order/Bank Deraf sahaja atas nama-nama seperti di bawah dan hendaklah dibuat secara berasingan seperti berikut:-

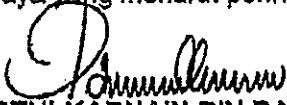
Perkara	Amaun (RM)	Bayar Atas Nama
a) Bayaran Premium dan lain-lain Bayaran	14,550.00	Bendahari Negeri Selangor
b) Redrafting	40.00	Akauntan Negara
JUMLAH KESELURUHAN	14,590.00	

4. Tiada tempoh lanjutan bayaran premium dibenarkan. Pemohon dikehendaki mengemukakan permohonan baru kepada Pentadbir Tanah Sepang sekiranya tempoh Notis 5A telah luput.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,


 (DZULKARNAIN BIN RAMLI)
 Penolong Pegawai Daerah (Tanah)
 b.p. Pentadbir Tanah Sepang

FISD1/PD01/1013
 03-67063249

PERMOHONAN PEMBERILIKAN TANAH KERAJAAN DI BAWAH SEKSYEN 76 KANUN TANAH NEGARA DI BLOK 15, 16, 17 DAN PLOT A2, CYBERJAYA MUKIM DENGKIL, DAERAH SEPANG SELUAS LEBIH KURANG 657,554.65 M.P (162.49 EKAR) BAGI TUJUAN PROJEK BANDARAYA TEKNOLOGI MAKLUMAT (BANGUNAN KEDIAMAN DAN PENCAWANG PENGAGIH UTAMA)

s.k.

- i. Pengarah
Pejabat Tanah dan Galian Selangor
Tingkat 4, Bangunan Sultan Saikhuddin Abdul Aziz Shah
40576 SHAH ALAM
- ii. Setiausaha
Majlis Mesyuarat Kerajaan Negeri Selangor
Tingkat 1, Bangunan ANNEX
Dewan Negeri Selangor
40680 SHAH ALAM



Pengurus Pembangunan Tanah
Setia Haruman Sdn. Bhd.
The Lodge, Persiaran Multimedia
Cyber 7, 63000 CYBERJAYA
(up.: En. Hishamuddin Hussin)

iv. Fail Timbul

D2R/0227012018/021072018/SuratKawalanKawasan mm/m

APPENDIX 3

Cyberjaya Master Layout Plan dated 26th January 2012 [Ref: Bil. MP.Sepang P/CJ/PS/10/2/2/88]



Endorsed Cyberjaya
Master Layout Plan.pr

SCHEDULE 1

Form of Power of Attorney to the Developer

THIS POWER OF ATTORNEY ("Power of Attorney") is given on

BY:

SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U)), a company incorporated in Malaysia with its registered address at Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at The Lodge, Persiaran Multimedia Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan (hereinafter referred to as the "**Donor**").

IN FAVOUR OF:

WINDSOR HOMES SDN. BHD. (Registration No. 202301050699 (1544613-W)), a company incorporated in Malaysia with its registered address at Unit 1001, Block A, Pusat Dagangan Phileo Damansara 1, No. 9, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor Darul Ehsan and the business address at Unit No. 2, Level 43, Naza Tower, No. 10, Persiaran KLCC, 50088 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as the "**Attorney**").

WHEREAS:

- A. The Donor is the registered and beneficial owner of all that parcel of freehold land held under **H.S.(D) 43128, PT 58748, Mukim Dengkil, Daerah Sepang, Negeri Selangor** measuring approximately 222,373.49 square meters (the "**Property**").
- B. By a Development Rights Agreement dated *[to insert]* ("**Agreement**" as originally executed or as it may be amended from time to time) made between the Donor and the Attorney, the Donor has agreed to grant to the Attorney the right to develop the Property in accordance with the Approved Plans as may be approved by the Relevant Authorities ("**the Development**").
- C. It is a term of the Agreement that the Donor executes this Power of Attorney in favour of the Attorney.
- D. In consideration of the Attorney having agreed to observe its continuing obligations under the Agreement including the payment of the Landowner's Entitlement in accordance with Clause 6.1 of the Agreement, the Donor as the registered and beneficial owner of the Property have agreed to appoint the Attorney and its duly authorised nominee, appointee and agent and each of them jointly and severally to be its attorney and/or attorneys in the name of the Donor or on the Donor's behalf to deal with the Property in the manner hereinafter stipulated.

NOW THIS DEED WITNESSETH that in consideration of the premises:

1. The Donor hereby appoint the Attorney to be its lawful attorney and in the Donor's name or in the name of the Attorney or otherwise and on the Donor's behalf and as the Donor to do and execute all or any of the following acts and deeds and things at the Attorney's sole cost and expense in connection to the Development of the Property:-

- (a) to prepare, sign, amend, vary and to submit all documents, letters, notices and applications to apply/appeal to and obtain from, and liaise directly with, the relevant authorities for approval of the master layout plan, development plan, building plans, specifications, design and concept and/or any amendments thereto, conversion of the category of land use or variation of any condition or restriction of land use in relation to the Property and generally in all matters relating to the Development for and on behalf of the Donor as the Attorney shall deem fit and proper;
- (b) to apply to the relevant authorities for their approvals of the necessary permits for commencement of work, including earthworks, the construction of the temporary and permanent access roads, sales office, show units, town-parks and any other works deemed necessary for preliminary marketing activities prior to the initial launch of the Development on the Property;
- (c) if required, to take all such action as is necessary to evict any squatters or other occupants on the Property and to remove any structures or buildings on the Property including, without limitation, temples, shrines, religious structures and/or religious objects, and if required, to institute legal proceedings in Court to obtain eviction or any other orders against such squatters and/or occupants and/or to remove such structures from the Property and for this purpose to appoint lawyers to attend to the necessary demands and legal proceedings;
- (d) if required, to apply and to liaise directly with the relevant authorities for, any application for the amendments to the existing Development Order, conversion of the category of land use or variation of any condition or restriction of land use of the Property, subdivision, surrender and re-alienation and the issuance of subdivided titles to the Property and the issuance of subdivided/strata titles to the Property and the units, parcels and any buildings to be constructed in the Development in accordance with the Development's approved plans, and for this purpose, to surrender the original Title Deed to the Property to the relevant authorities and to collect the subdivided and/or strata titles thereof from the relevant authorities upon the issuance thereof;
- (e) to liaise directly with and apply/appeal to and obtain from relevant authorities their approvals, consents, permits, licences and development orders which may be required for the Development and/or for the sale, disposal, transfer, charge, assignment of the units, parcels and any buildings to be constructed in the Development or other dealings in respect of the Property or any part thereof as the Attorney deems necessary, including any transfers to the Attorney itself, any of its subsidiaries and/or nominees;
- (f) to sign and submit all documents, letters or applications required by the relevant authorities for and in connection with consent to transfer the units, parcels and any buildings to be constructed on the Property to end-purchasers (if applicable), consent to charge the Property, units, parcels and any buildings to be constructed on the Property to end-financiers (if applicable), the supply of electricity, water, drainage, telephone and sewerage facilities to any buildings or other structures and the necessary infrastructure to be constructed on the Property;
- (g) to pay all premium, charges, levies, fees or other costs and expenses whatsoever required for all or any of the above applications and approvals;

- (h) to appear before any or all the relevant authorities or the relevant parties pertaining to the above applications and to any other matters howsoever relating to the Property and the Development, including the directors of the Attorney for biometric verification;
- (i) to liaise with the relevant authorities and make such investigations, inquiries and surveys in relation to the Property and the Development as the Attorney shall think fit;
- (j) to prepare and sign all plans, documents, forms and any other related documents pertaining to the Property and the Development;
- (k) to sign and submit all necessary documents, letters, plans or applications pertaining to the Property and the Development, including all correspondence with the relevant authorities and to negotiate and accept such terms and conditions as may be imposed by the relevant authorities relating to the Property and the Development including, without limitation, the certificates of completion and compliance for the buildings and units constructed on the Property;
- (l) to accept offer to purchase forms and to enter into sale and purchase agreements, tenancy agreements, licence agreements, supplemental agreements and/or any other deeds, instruments or documents with end-purchasers, lessees, tenants and/or licensees of the units/parcels in the Development upon such terms and conditions and at such price, rentals, fees or consideration as the Attorney shall in its discretion deem fit and to collect the purchase price, rentals, fees, deposits, sinking fund, service charges, administrative fee and/or all other monies payable by the said end-purchasers, lessees, tenants and/or licensees for the Development including without limitation, any transfer of any units/parcels in the Development to the Attorney or its nominee;
- (m) to give any consent, confirmation, undertaking, and in general to sign and execute any documents or such other instruments as the Attorney may deem necessary to any parties in relation to the units/parcels in the Development;
- (n) to execute all deeds, documents and instruments (including any memorandum of transfer in Form 14A under the National Land Code, Revised 2020) for the purpose of dealing, transferring and/or vesting the legal and/or beneficial ownership of the Property, or such part thereof, or such units, parcels and any buildings to be constructed pursuant to the Development on the Property as the Attorney deems fit including without limitation, any transfer of the Property, or such part thereof or any units/parcels in the Development to the Attorney or its nominee;
- (o) to do all acts or things as may be required or necessary to enable the Attorney to comply with all the rules and provisions under the relevant laws, rules and regulations in respect of the Development;
- (p) at the Attorney's discretion to do all whatsoever acts and to execute and sign and seal all whatsoever forms instruments documents and notices in respect of the Development for the purposes of complying with or satisfying the requirements stipulations or conditions whatsoever contained in the Strata Title Act 1985, the National Land Code (Revised 2020) and any regulations made thereunder;
- (q) generally to do all such acts and things to give effect and in accordance with the terms of the sale and purchase agreements with the end purchasers of the Development for such units, parcels and any buildings to be constructed on the Property;

- (r) to receive the purchase price or any other form of consideration from any of the units or parcels in the Development or any part thereof from any person or persons or corporations whether in whole or in part and to sign and to give a valid receipt or discharge thereof and in case of breach of any of the agreements in relation thereto to sue and institute any such proceedings as the Attorney deems fit;
- (s) to commence prosecute enforce defend answer oppose or prosecute to judgment and execution all actions suits and other legal proceedings demands touching or incidental to any matters in connection with or related to the Property and/or the Development or any part thereof;
- (t) generally to conform and comply with all terms and conditions laid by the relevant authorities in respect of the Property and the Development and to conform and comply with the provisions of any Act, enactment, ordinance, by-laws or regulations now or thereafter being in force affecting the Property and the management of the buildings to be constructed thereon including but not limited to all requirements in respect of the use of the Property and/or any other matters incidental thereto;
- (u) to cause this Power of Attorney to be registered with the registry of the High Court in Malaya or elsewhere and in the books of any other authorities and companies as may be necessary or desirable;
- (v) to do all acts and things to perfect and to register the Power of Attorney herein contained and to confer upon the Attorney and to enable the Attorney to exercise the power herein contained;
- (w) to prepare and submit all such applications which are necessary for the purpose of obtaining the approvals of the appropriate authorities for the purpose of the Development pursuant to the Agreement;
- (x) to demand, sue for enforce payment of and receive and give effectual receipts and discharge for all monies securities for monies debts goods and chattels of or to which the Donor is now or may hereafter become possessed or entitled or which are or may become due owing payable or transferable to the Donor in or by any right title ways or means howsoever from any person or persons or corporation in connection with the Property and/or the Development;
- (y) to do and perform all whatsoever acts, matters and things necessary or expedient for the successful development of the Development as fully and effectually as the Donor could do itself; and
- (z) to substitute and appoint and at the Attorney's discretion to remove from time to time any substitute for or agent of the Attorney in connection with any of the purposes aforesaid upon such terms as the Attorney shall think fit provided always that such substitute or appointee is a director or any person duly authorised by the Attorney or officer of the Attorney and not a third party.

PROVIDED ALWAYS THAT:

2. This Power of Attorney does not in any way whatsoever empower the Attorney to execute any deed or other such document for the creation of any charge or mortgage over the Property,

save and except for the transfer of the Donor's interest and legal and beneficial ownership of the Property or any part thereof and for the sale and transfer of the units/parcels to be constructed and completed in the Development. This Power of Attorney is granted specifically for the Attorney to deal with matters related to the Property only and does not grant any power for the Attorney to carry out the Development in the name of or on behalf of the Donor.

3. The Attorney shall keep the Donor indemnified against any losses, damages, claims, proceedings, demands, actions, penalties and expenses that may arise as a result of the Attorney exercising any of the power conferred pursuant to this Power of Attorney or as a consequence of the exercise of any of the powers referred to above for and on behalf of the Donor.
4. Nothing in this Power of Attorney shall be deemed to impose any obligation on the Attorney to exercise any or all of the powers conferred herein.
5. This Power of Attorney is given for valuable consideration and the Donor declares that this Power of Attorney is irrevocable from the date hereof and the Donor intends that this Power of Attorney shall not be revoked by the appointment of a receiver, receiver and manager, or liquidator to take over or winding-up of the Donor and neither shall this Power of Attorney be revoked so long as the interest of the Donor, its nominee and/or assignee with respect to the Property still subsists and so long as the Attorney observes the terms of the Agreement.
6. For the better doing performing and executing of the matters and things aforesaid, the Donor hereby further grant unto the Attorney full power and authority to substitute and appoint in its place and stead on such terms and at such salary as it shall think fit one or more attorney or attorneys and or all the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other or others in the place of such attorney or the attorneys as the Attorney shall from time to time think fit.
7. This Power of Attorney shall be valid from the date of this Power of Attorney.
8. All costs and expenses pertaining to arising from and/or incidental to the exercise by the Attorney of any of the powers conferred on the Attorney herein shall be borne and paid by the Attorney absolutely.
9. The Donor hereby further declares that in this Power of Attorney, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and the neuter gender, and except where the context otherwise requires, words and where the context so admits, the terms and expressions contained herein shall have the same meanings as defined in the Agreement.

[The rest of this page is intentionally left blank]

(Execution Page to the Power of Attorney)

AS WITNESS WHEREOF we, the Donor has hereunto affixed our Common Seal this day of

THE COMMON SEAL of)
SETIA HARUMAN SDN. BHD.)
(Registration No. 199701009649 (425145-U)))
was hereunto affixed in the)
presence of:-)

.....
Director
Name :
NRIC No.

.....
Director/Secretary
Name :
NRIC No.

CERTIFICATE OF AUTHENTICATION

I, _____ an Advocate and Solicitor of the High Court of Malaya practising in _____
hereby certify that on this _____ the
Common Seal of **SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U))** ("**said Company**") was duly affixed to the above written instrument in my presence and in accordance with
the regulations of the said Company.

Witness my hand,

.....

SCHEDULE 2

Form of Power of Attorney to Malaysian Director of the Developer or any person duly authorised by the Developer

THIS POWER OF ATTORNEY ("Power of Attorney") is given on

BY:

SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U)), a company incorporated in Malaysia with its registered address at Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at The Lodge, Persiaran Multimedia Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan (hereinafter referred to as the "**Donor**").

IN FAVOUR OF:

[] (NRIC No: []) ("**Attorney 1**") of [] and [] (NRIC No: []) of [] ("**Attorney 2**") (hereinafter each of Attorney 1 and Attorney 2 is referred to as the "**Attorney**").

WHEREAS:

- A. The Donor is the registered and beneficial owner of all that parcel of freehold land held under **H.S.(D) 43128, PT 58748, Mukim Dengkil, Daerah Sepang, Negeri Selangor** measuring approximately 222,373.49 square meters (the "**Property**").
- B. By a Development Rights Agreement dated *[to insert]* ("**Agreement**" as originally executed or as it may be amended from time to time) made between the Donor and **WINDSOR HOMES SDN. BHD. (Registration No.: 202301050699 (1544613-W))**, a company incorporated in Malaysia with its registered address at Unit 1001, Block A, Pusat Dagangan Phileo Damansara 1, No. 9, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor Darul Ehsan and the business address at Unit No. 2, Level 43, Naza Tower, No. 10, Persiaran KLCC, 50088 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (the "**Developer**"), the Donor has agreed to grant to the Developer the right to develop the Property in accordance with the Approved Plans as may be approved by the Relevant Authorities ("**the Development**").
- C. It is a term of the Agreement that the Donor executes this Power of Attorney in favour of each of Attorney 1 and Attorney 2.
- D. In consideration of the Developer having agreed to observe its continuing obligations under the Agreement including the payment of the Landowner's Entitlement in accordance with Clause 6.1 of the Agreement, the Donor as the registered and beneficial owner of the Property have agreed to appoint the Attorney and its duly authorised nominee, appointee and agent and each of them jointly and severally to be its attorney and/or attorneys in the name of the Donor or on the Donor's behalf to deal with the Property in the manner hereinafter stipulated.

NOW THIS DEED WITNESSETH that in consideration of the premises:

1. The Donor hereby appoint the Attorney to be its lawful attorney and in the Donor's name or in the name of the Attorney or otherwise and on the Donor's behalf and as the Donor to do and execute all or any of the following acts and deeds and things at the Attorney's sole cost and expense in connection to the Development of the Property:-
 - (a) to prepare, sign, amend, vary and to submit all documents, letters, notices and applications to apply/appeal to and obtain from, and liaise directly with, the relevant authorities for approval of the master layout plan, development plan, building plans, specifications, design and concept and/or any amendments thereto, conversion of the category of land use or variation of any condition or restriction of land use in relation to the Property and generally in all matters relating to the Development for and on behalf of the Donor as the Attorney shall deem fit and proper;
 - (b) to apply to the relevant authorities for their approvals of the necessary permits for commencement of work, including earthworks, the construction of the temporary and permanent access roads, sales office, show units, town-parks and any other works deemed necessary for preliminary marketing activities prior to the initial launch of the Development on the Property;
 - (c) if required, to take all such action as is necessary to evict any squatters or other occupants on the Property and to remove any structures or buildings on the Property including, without limitation, temples, shrines, religious structures and/or religious objects, and if required, to institute legal proceedings in Court to obtain eviction or any other orders against such squatters and/or occupants and/or to remove such structures from the Property and for this purpose to appoint lawyers to attend to the necessary demands and legal proceedings;
 - (d) if required, to apply and to liaise directly with the relevant authorities for, any application for the amendments to the existing Development Order, conversion of the category of land use or variation of any condition or restriction of land use of the Property, subdivision, surrender and re-alienation and the issuance of subdivided titles to the Property and the issuance of subdivided/strata titles to the Property and the units, parcels and any buildings to be constructed in the Development in accordance with the Development's approved plans, and for this purpose, to surrender the original Title Deed to the Property to the relevant authorities and to collect the subdivided and/or strata titles thereof from the relevant authorities upon the issuance thereof;
 - (e) to liaise directly with and apply/appeal to and obtain from relevant authorities their approvals, consents, permits, licences and development orders which may be required for the Development and/or for the sale, disposal, transfer, charge, assignment of the units, parcels and any buildings to be constructed in the Development or other dealings in respect of the Property or any part thereof as the Attorney deems necessary, including any transfers to the Attorney itself, any of its subsidiaries and/or nominees;
 - (f) to sign and submit all documents, letters or applications required by the relevant authorities for and in connection with consent to transfer the units, parcels and any buildings to be constructed on the Property to end-purchasers (if applicable), consent to charge the Property, units, parcels and any buildings to be constructed on the Property to end-financiers (if applicable), the supply of electricity, water, drainage, telephone and sewerage facilities to any buildings or other structures and the necessary infrastructure to be constructed on the Property;

- (g) to pay all premium, charges, levies, fees or other costs and expenses whatsoever required for all or any of the above applications and approvals;
- (h) to appear before any or all the relevant authorities or the relevant parties pertaining to the above applications and to any other matters howsoever relating to the Property and the Development, including for biometric verification;
- (i) to liaise with the relevant authorities and make such investigations, inquiries and surveys in relation to the Property and the Development as the Attorney shall think fit;
- (j) to prepare and sign all plans, documents, forms and any other related documents pertaining to the Property and the Development;
- (k) to sign and submit all necessary documents, letters, plans or applications pertaining to the Property and the Development, including all correspondence with the relevant authorities and to negotiate and accept such terms and conditions as may be imposed by the relevant authorities relating to the Property and the Development including, without limitation, the certificates of completion and compliance for the buildings and units constructed on the Property;
- (l) to accept offer to purchase forms and to enter into sale and purchase agreements, tenancy agreements, licence agreements, supplemental agreements and/or any other deeds, instruments or documents with end-purchasers, lessees, tenants and/or licensees of the units/parcels in the Development upon such terms and conditions and at such price, rentals, fees or consideration as the Attorney shall in its discretion deem fit and to collect the purchase price, rentals, fees, deposits, sinking fund, service charges, administrative fee and/or all other monies payable by the said end-purchasers, lessees, tenants and/or licensees for the Development including without limitation, any transfer of any units/parcels in the Development to the Developer or its nominee;
- (m) to give any consent, confirmation, undertaking, and in general to sign and execute any documents or such other instruments as the Attorney may deem necessary to any parties in relation to the units/parcels in the Development;
- (n) to execute all deeds, documents and instruments (including any memorandum of transfer in Form 14A under the National Land Code, Revised 2020) for the purpose of dealing, transferring and/or vesting the legal and/or beneficial ownership of the Property or any part thereof or such units, parcels and any buildings to be constructed pursuant to the Development on the Property as the Attorney deems fit including without limitation, any transfer of the Property or any part thereof or any units/parcels in the Development to the Developer or its nominee;
- (o) to do all acts or things as may be required or necessary to enable the Developer to comply with all the rules and provisions under the relevant laws, rules and regulations in respect of the Development;
- (p) at the Attorney's discretion to do all whatsoever acts and to execute and sign and seal all whatsoever forms instruments documents and notices in respect of the Development for the purposes of complying with or satisfying the requirements stipulations or conditions whatsoever contained in the Strata Title Act 1985, the National Land Code (Revised 2020) and any regulations made thereunder;

- (q) generally to do all such acts and things to give effect and in accordance with the terms of the sale and purchase agreements with the end purchasers of the Development for such units, parcels and any buildings to be constructed on the Property;
- (r) to receive the purchase price or any other form of consideration from any of the units or parcels in the Development or any part thereof on behalf of the Developer from any person or persons or corporations whether in whole or in part and to sign and to give a valid receipt or discharge thereof and in case of breach of any of the agreements in relation thereto to sue and institute any such proceedings as the Attorney deems fit;
- (s) to commence prosecute enforce defend answer oppose or prosecute to judgment and execution all actions suits and other legal proceedings demands touching or incidental to any matters in connection with or related to the Property and/or the Development or any part thereof;
- (t) generally to conform and comply with all terms and conditions laid by the relevant authorities in respect of the Property and the Development and to conform and comply with the provisions of any Act, enactment, ordinance, by-laws or regulations now or thereafter being in force affecting the Property and the management of the buildings to be constructed thereon including but not limited to all requirements in respect of the use of the Property and/or any other matters incidental thereto;
- (u) to cause this Power of Attorney to be registered with the registry of the High Court in Malaya or elsewhere and in the books of any other authorities and companies as may be necessary or desirable;
- (v) to do all acts and things to perfect and to register the Power of Attorney herein contained and to confer upon the Attorney and to enable the Attorney to exercise the power herein contained;
- (w) to prepare and submit all such applications which are necessary for the purpose of obtaining the approvals of the appropriate authorities for the purpose of the Development pursuant to the Agreement;
- (x) to demand, sue for enforce payment of and receive and give effectual receipts and discharge for all monies securities for monies debts goods and chattels of or to which the Donor is now or may hereafter become possessed or entitled or which are or may become due owing payable or transferable to the Donor in or by any right title ways or means howsoever from any person or persons or corporation in connection with the Property and/or the Development; and
- (y) to do and perform all whatsoever acts, matters and things necessary or expedient for the successful development of the Development as fully and effectually as the Donor could do itself.

PROVIDED ALWAYS THAT:

2. This Power of Attorney does not in any way whatsoever empower the Attorney to execute any deed or other such document for the creation of any charge or mortgage over the Property, save and except for the transfer of the Donor's interest and legal and beneficial ownership of the Property or any part thereof and for the sale and transfer of the units/parcels to be constructed and completed in the Development. This Power of Attorney is granted specifically

for the Attorney to deal with matters related to the Property only and does not grant any power for the Attorney to carry out the Development in the name of or on behalf of the Donor.

3. The Attorney shall keep the Donor indemnified against any losses, damages, claims, proceedings, demands, actions, penalties and expenses that may arise as a result of the Attorney exercising any of the power conferred pursuant to this Power of Attorney or as a consequence of the exercise of any of the powers referred to above for and on behalf of the Donor.
4. Nothing in this Power of Attorney shall be deemed to impose any obligation on the Attorney to exercise any or all of the powers conferred herein.
5. This Power of Attorney is given for valuable consideration and the Donor declares that this Power of Attorney is irrevocable from the date hereof and the Donor intends that this Power of Attorney shall not be revoked by the appointment of a receiver, receiver and manager, or liquidator to take over or winding-up of the Donor and neither shall this Power of Attorney be revoked so long as the interest of the Donor, its nominee and/or assignee with respect to the Property still subsists and so long as the Developer observes the terms of the Agreement.
6. This Power of Attorney shall be valid from the date of this Power of Attorney.
7. All costs and expenses pertaining to arising from and/or incidental to the exercise by the Attorney of any of the powers conferred on the Attorney herein shall be borne and paid by the Developer absolutely.
8. The Donor hereby further declares that in this Power of Attorney, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and the neuter gender, and except where the context otherwise requires, words and where the context so admits, the terms and expressions contained herein shall have the same meanings as defined in the Agreement.
9. Each of Attorney 1 and Attorney 2 may exercise any of the powers conferred under this Power of Attorney severally.

[The rest of this page is intentionally left blank]

(Execution Page to the Power of Attorney)

AS WITNESS WHEREOF we, the Donor has hereunto affixed our Common Seal this day of

THE COMMON SEAL of)
SETIA HARUMAN SDN. BHD.)
(Registration No. 199701009649 (425145-U)))
was hereunto affixed in the)
presence of:-)

.....
Director	Director/Secretary
Name :	Name :
NRIC No.	NRIC No.

CERTIFICATE OF AUTHENTICATION

I, _____ an Advocate and Solicitor of the High Court of Malaya practising in _____
hereby certify that on this _____ the
Common Seal of **SETIA HARUMAN SDN. BHD. (Registration No. 199701009649 (425145-U))** (“said
Company”) was duly affixed to the above written instrument in my presence and in accordance with
the regulations of the said Company.

Witness my hand,

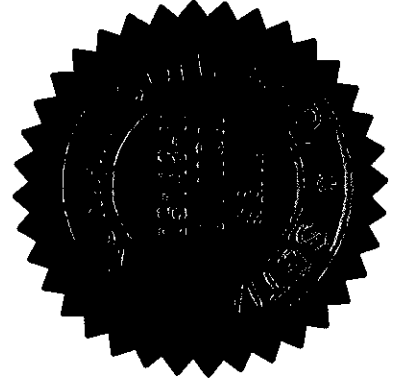
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EXECUTION PAGE

AS WITNESS the Parties have signed this Agreement the day and year first above written.

The Landowner

The Common Seal of)
SETIA HARUMAN SDN. BHD.)
(Registration No. 199701009649 (425145-U)))
is affixed hereunto in the presence of :-)



Ahmad Khalif

.....
Director
Name: AHMAD KHALIF
NRIC No.: 791126 - 14 - 6173

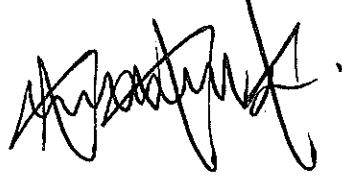
Teh Heng Poh

.....
Director
Name: TEH HENG POH
NRIC No.: 590901 - 10 - 5911

The Developer

Signed by
For and behalf of
WINDSOR HOMES SDN. BHD.
(Registration No. 202301050699 (1544613-W))
in the presence of:-

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