

LAND LEASING

APPLICATION GUIDELINES

CONTENT

- 1 Introduction to Land Leasing
 - 2 Eligibility & Evaluation Criteria
 - 3 Application & Operational Process
 - 4 Leasing Terms
 - 5 Requirements, Laws & Regulations
- Appendices*

Malaysia Rapid Transit Corporation Sdn Bhd

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(Formerly known as Mass Rapid Transit Corporation Sdn Bhd)

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1 INTRODUCTION TO LAND LEASING

1.1. Purpose and Scope

Malaysia Rapid Transit Corporation Sdn Bhd (“MRTC”) as the developer and asset owner of the MRT system acquired substantial lands along the Kajang and Putrajaya Line Corridor as part of its infrastructure development.

Upon completion of the MRT lines, residual lands have been made available for leasing. The primary goal is to enhance land utilisation, foster economic growth and generate revenue for the maintenance of the MRT lines.

1.2. Commercialisation of MRTC Lands

Under Clause 3.1(c) of the Project Development and Management Agreement (“PDMA”), the Government of Malaysia grants MRTC the right to undertake any or all the Ancillary Activities along and within the Corridor or at the Stations.

2 ELIGIBILITY & EVALUATION CRITERIA

2.1. Eligibility

Companies with strong technical and financial standing are welcome to apply to lease residual lands made available by MRTC.

2.2. Evaluation Criteria

Applicants will be evaluated based on the following criteria:



Technical

- Minimum of 1 year experience in running nature of business proposed



Financial

- Minimum paid-up capital of RM20,000
- Positive average 6-month bank statement balance



Commercial Proposal

- Business Plan and Cashflow Projection
- Proposal drawings – Plan, Elevations and Perspectives
- Proposed license/ rental fee



Legal Compliance


- Integrity Check
- Conflict of Interest Check

3 APPLICATION & OPERATIONAL PROCESS

3.1. Application Process

- 
- **Leasing Enquiry**
All applications are to be written in to **land.leasing@ mymrt.com.my**
 - **Submission of Proposal**
Applicants shall complete the **Application Form for Land Leasing** (Appendix II), along with the specified documents. All submissions are to be transmitted via hardcopy and/or emailed to the Land Leasing unit of MRTC.
 - **Evaluation**
 - **License/ Tenancy Agreement**
Execution of License/ Tenancy Agreement with the successful applicant and placement of deposit by the Licensee/ Tenant.
 - **Handover Of Site**
Joint site inspection between MRTC and the Licensee/ Tenant whereby the land will be handed over as per Handover Form.

3.2. Operational Process

- 
- **Joint Site Visit**
 - **Briefing**
Tenants/ Licensees will be briefed on Railway Act, Railway Protection Zone (“RPZ”) and other MRTC requirements.
 - **RPZ Submission**
Tenants/ Licensees are to submit their proposal for MRTC No Objection Letter (“NOBL”) and *Agensi Pengangkutan Awam Darat* (“APAD”) approval.
 - **Authority Submission & Approval**
Tenants/ Licensees are to submit and obtain Planning Permission/ Development Order and Building Plan approval from Local Authority. Approvals from utility providers are also required, where applicable.
 - **Construction/ Fit-Out**
A stipulated period where works are to only commence after Notification of Commencement of Work to Local Authority has been submitted.

- **Permit/ Clearance**
Tenants/ Licensees must obtain Certificate of Completion (“CCC”) or equivalent from Local Authority as well as all necessary Business Licences prior to commencement of Operations
- **Operations**

4 LEASING TERMS

4.1. Duration



The Lease is for a period of not more than **three (3) years** upon award, and may be renewable for further terms of not more than three (3) years. In no case, can the total rental period be more than **nine (9) years**. The above, however, is still subject to MRTC’s approval and full compliance to all covenants in the Agreement.

4.2. License/ Rental Fee

4.2.1. Rate

Applicants are to submit their proposed license/ rental fee based on their own market study and assessment of the site.

Each renewal will incur a 10% quantum of increment unless otherwise agreed to by MRTC.

4.2.2. Payment of Deposit & First Month License/ Rental Fee

The Deposit is set at a sum equivalent to three (3) months’ License/ Rental fee. The first month’s license/ rental fee shall be payable in advance together with the deposit, payable upon execution of the Agreement.

4.2.3. Payment Terms

The License/ Rental Fee shall be payable in advance, by the seventh (7th) day of each calendar month.

5 REQUIREMENTS, LAWS & REGULATIONS

5.1. MRTC Requirements

Permitted Use



- Subject to restrictions outlined under the Third Schedule (Restricted Activities) of the Railways (Railway Protection Zone) Regulations of 1998 (Appendix IV).
- Businesses involving the sale of alcohol, non-halal F&B, illicit activities etc. are not permitted.
- Cooking is limited to pre-heating appliances, such as microwaves, ovens, or induction cookers. Any cooking involving combustible liquids, gas, or open flames is strictly prohibited for safety reasons.

Structure/ Construction



- Subject to compliance to the Second Schedule (Safety Standards) of the Railways (Railway Protection Zone) Regulations of 1998 (Appendix IV).

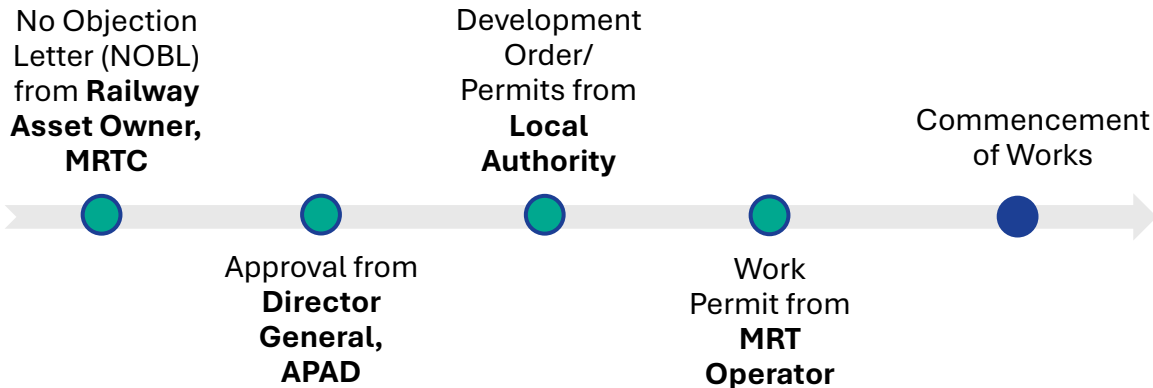
Built Form





- The planning and design of all proposals are to comply with the Design Guidelines (Appendix I) appended to this document.

5.2. Compliance to Laws and Regulations

The licensee/ tenant is required to comply with all legal and statutory obligations relevant to the designated use of the lands. The general process flow of approvals required within the RPZ is as follows:



Below is a summary of the specific requirements and approvals required for operations on the leased lands:

Agency/ Authority	Specific Requirements	Submission Documents	Approval Required
MRTC 		<ul style="list-style-type: none"> • Survey Plan • Technical Scheme • Construction Scheme • Professional Engineer (PE) Endorsement Form • Indemnity Letter • Contractor All Risk (CAR) Insurance Policy • Design Attendance (DA) fees • Bank Guarantee (BG) 	<ul style="list-style-type: none"> • MRTC RPZ NOBL
APAD 		<ul style="list-style-type: none"> • MRTC RPZ NOBL 	<ul style="list-style-type: none"> • APAD Approval Letter
Indah Water Konsortium (IWK) 	<i>Currently, no septic tank is permitted</i>	<i>In tandem with submission to Local Authority</i>	<ul style="list-style-type: none"> • IWK Approval Letter
Tenaga Nasional Berhad (TNB) 		<i>In tandem with submission to Local Authority</i>	<ul style="list-style-type: none"> • TNB Approval Letter
Air Selangor 		<i>In tandem with submission to Local Authority</i>	<ul style="list-style-type: none"> • Air Selangor Approval Letter
Local Authority		<ul style="list-style-type: none"> • Development Order (DO)/ Building Plan (BP) Drawings/ Documents/ Temporary Building submission • APAD approval 	<ul style="list-style-type: none"> • DO/ BP Approval Letter • Temporary Structure Permit • Form B • Other relevant licenses

APPENDICES

Appendix I: Design Guidelines to Land Leasing Proposals

Appendix II: Application Form for Land Leasing

Appendix III: CTOS Consent Form

Appendix IV: Railways (Railway Protection Zone) Regulations of 1998

APPENDIX I

DESIGN GUIDELINES TO LAND LEASING PROPOSALS

The design guidelines are set out to safeguard the quality of spaces developed on MRTC leased lands and ensure that these lands are designed to be well-utilised and serve as meaningful places for the general public. With the design guidelines as basic principles, proponents should exercise creativity, discretion and best judgement to design thoughtful spaces according to the specific needs, opportunities and challenges of each site.

Key Principles/ Criteria

Architectural Style

1 MINIMALISM

- Clean lines;
- Little to no architectural ornamentations to reduce visual clutter;
- Harmonious integration of architectural elements on façade, roofing, exterior and interior spaces.



2 NATURAL MODERNISM

- Exposed structure;
- Selection of honest materials (glass, metal, wood, stone, fairface brick, raw concrete);
- Selection of nature-inspired colours and textures;
- Play of size, scale and arrangement of windows on building's exterior to create visual interest and distinct façade.



3 BIOPHILIC & NATURE-INSPIRED ARCHITECTURE

- Integration of landscaping such as perimeter planting (especially fronting main thoroughfare) and other low maintenance green features;
- A minimum of 10% of the site are to be landscaped;
- Preference for shady and/or flowering trees. High maintenance shrubs are discouraged;
- Removal of existing trees on site are discouraged.



Planning & Layout

4 INCLUSIVE & HUMAN-CENTRIC DESIGN

- Foster connectivity, inclusivity and shared experiences for all, with consideration of the following:

Physical Accessibility

- Pedestrian friendly, barrier-free layouts with clear connections to existing pedestrian network;
- Unobstructed walkways of a minimum 1.5m width, to be of anti-slip material/finish ie. brushed concrete and to avoid drain covers as walkways.

Contextual Design

- Adoption of local/ contextual elements (art/ sculptural elements/ scale/ material) to ensure continuity of design language and integration with surrounding.



5 INDOOR-OUTDOOR SPACES

- Seamless connection (both physical and visual) to surroundings;
- Blurring of lines between indoor and outdoor spaces, through choice of material and provision of views to the outside;
- Flexible and efficient space planning with open spaces, where possible.



6 USER COMFORT/ CLIMATIC CONTROL

- To allow for natural light and ventilation as well as sufficient shading, where possible, through the use of the following:
 - Vent blocks
 - Perforated screens
 - Metal mesh panels
 - Louvres



Structure & Sustainability

7 MODULAR DESIGN

- Structures proposed are to allow for flexibility, scalability and easy customisation;
- Use of systems of smaller, self-contained units or “modules” which can function independently or in combination with others;
- Construction and assembly of building components to minimise waste and consider its overall product life cycle;
- Proposals are to be **not more than one (1) storey**, unless otherwise agreed upon.



APPENDIX II

Application Form for Land Leasing



**APPLICATION FORM FOR LAND LEASING
MALAYSIA RAPID TRANSIT CORPORATION SDN BHD ("MRTC")**

Please fill in the information as required in every section.

Land Leasing Information

Lot No.	
Location	<input type="checkbox"/> KG Line <input type="checkbox"/> PY Line
Proposed Monthly Rent	RM
Proposed Rental Period	
Proposed Usage / Purpose	

Applicant Information

Company Registered Name	
Company Registration No.	
Company Registered Address	
Nature of Business of Registered Company	
Years in Operation	
Company Paid-up Capital <small>(As reflected in SSM) (Minimum of RM20,000)</small>	

Please submit complete documents listed here. All documents are mandatory.

Submission Checklist

No.	Items	Tick (/)
a)	Application to Rent Form	<input type="checkbox"/>
b)	*SSM Company's Incorporation Certificate	<input type="checkbox"/>
c)	*SSM Company Profile (ROC)	<input type="checkbox"/>
d)	*SSM Business Profile (ROB)	<input type="checkbox"/>
e)	*SSM Financial Comparison for a period of 3 years	<input type="checkbox"/>
f)	*Bank Statements (Most recent 6 months to date)	<input type="checkbox"/>
g)	*Latest Year Audited Account	<input type="checkbox"/>
h)	Company Profile & Business Plan	<input type="checkbox"/>

Note: Documents marked with (*) must be certified as true copies by the Applicant's Company Director or (if applicable) Company Secretary as true copies of the same and stamped with the Applicant's official rubber stamp. Documents submitted if certified by a Commissioner for Oaths are not acceptable.

Compliance and Declaration Form

Non-Disclosure

We hereby agree not to disclose, utilize and/or provide any information whatsoever duly provided by MRTC except to the extent insofar necessary towards the preparation of the Application document entitled “**Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC**”. We hereby agree not to make any announcements and/or release any information whatsoever relating to this Application to any corporate body, press and/or public at any time and for whatsoever purpose unless a prior written approval has been furnished by MRTC for such particular purpose. We shall ensure that the terms and conditions of this Agreement are fully complied with by all employees, agents, sub-consultants, engineers and /or other relevant third parties whom we may be in contact with MRTC’s confidential information for the purpose of preparation of the proposal submission. We agree that the terms and conditions of this Agreement shall survive whether or not our proposal for the “**Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC**”.

Conflict of Interest and Relationship Disclosure

Note: All Applicants shall make a declaration in the event any members of the family are employed by MRTC to ensure that the said employee abstains from participating, deliberating and or have any form of involvement in the decision making of this Application.

I hereby declare that no member of my family is employed by MRTC

I hereby declare that the following employee(s) of MRTC is a family member of the following director/shareholder/management staff of [name of organization]

No	Name of Staff	Department/ Division	Position	Related to [name of the director/ shareholder / management]	Organisation
1					
2					
3					

Note: A member of the family means spouse, parent, child, including adopted child and stepchild, brother, sister, in-laws and spouse of his child, brother or sister, cousin, aunt, uncle etc.

Declaration of Non-Collusion

1. We hereby declare that this is a bona fide Proposal intended to be competitive and that we have not fixed or adjusted the amount of the Proposal by or under or in accordance with any agreement or arrangement with any other person.
2. We further declare that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Proposal any of the following acts: -
 - i. Communication with a person other than the person calling for those Proposal the amount or the approximate amount of the Proposal except where the disclosure in the confidence of the approximate amount of the proposal was necessary to obtain any quotations required for the preparation of the Proposal;
 - ii. Enter into any agreement or arrangement with any other person that he/she shall refrain from proposing or as to the amount of any Proposal to be submitted;
 - iii. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this Application.
3. We take note that any reference to the word ‘person’ includes any persons and anybody or association corporate or otherwise and the words ‘any agreement or arrangement’ includes any such transaction formal or informal and whether legally binding or not.
4. We also declare that the principles described above have been or will be brought to the attention of all agents, suppliers and associated companies providing services or materials connected with this Application and any Licence/ Tenancy Agreement entered into will be made on the basis of compliance with the above principles.
5. We confirm that any breach of the conditions of this non-collusive declaration may inevitably lead to the rescission of the Licence/ Tenancy Agreement by MRTC.

Applicant's No Conflict Declaration

In consideration of MRTC agreeing to accept this agreement towards fulfilling the condition before our fee proposal ("**Proposal**"), to which this agreement is attached, can be considered by MRTC, we the undersigned Applicant hereby agree as follows:

1. The Applicant declares, represents, warrants, covenants, undertakes and agrees to or with MRTC that (i) the Applicant has not made or offered or permitted to make or offer and (ii) none of the persons associated with the Applicant, has made or offered or permitted to make or offer, with respect to the matters that are described in the Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC ("**Application**") and the Proposal:
 - (a) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a third party where such payment or advantage would violate applicable laws;
 - (b) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a third party that is based or calculated on any capital employed, cost incurred, cash flow, revenue, or profit earned or estimated to be earned or generated by the Applicant if the Applicant were appointed by MRTC to perform the services described in the Application and/or the Proposal; or
 - (c) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage, whether directly or through intermediaries, to or for the use of any person, while knowing or being aware of a high probability that any such money or thing of value will be offered, paid, given or promised, directly or indirectly, to any public official including any person holding a legislative, administrative or judicial office, exercising a public function for a public agency, a public enterprise or a public international organisation (collectively "**Officials**"), for the purposes of influencing any act or decision of such Officials in their official capacity, or inducing such Officials to use their influence in obtaining or retaining business for or with, or directing business to the Applicant or any person associated with the Applicant.
2. The Applicant agrees that any offer of bribe or other inducements to any individual, corporation, partnership, joint venture, trust, unincorporated organisation or governmental entity by the Applicant or any person associated with the Applicant may result in a termination of the contract arising from MRTC accepting the Fee Quote ("**Contract**") without any compensation or a claim for damages for such termination.
3. The Applicant acknowledges that:
 - (a) any act described in this agreement may be a criminal offence under the Malaysian Anti-Corruption Commission Act 2009 ("**MACCA**");
 - (b) any failure to lodge a report for such acts at the Malaysian Anti-Corruption Commission ("**MACC**") or police station may be an offence under the MACCA;
 - (c) any sub-contractor or supplier or consultant who makes a claim for payment in relation to any act although no works have been carried out or no goods were supplied may commit an offence under the MACCA; and
 - (d) disciplinary action against the Applicant's personnel and any of the persons associated with the Applicant and blacklisting of any applicant, tenderer, supplier or the Applicant may be taken if any of the parties are involved with any act of corruption under the MACCA.
4. The Applicant will and also procure each of the persons associated with the Applicant will:
 - (a) not later than the date of the Contract, implement and maintain an appropriate legal compliance programme with respect to the MACCA and other laws prohibiting the bribery of Officials, including but not limited to procedures that would afford a defence described in subsection 17A(4) of the MACCA; and
 - (b) forthwith lodge a report at the nearest MACC or police station if we or, as the case may be, a person associated with the Applicant becomes aware of the occurrence of any event under this paragraph committed by any affiliates of the Applicant or the personnel of the said affiliates in relation to the project described in the Application.
5. The Applicant will indemnify and keep indemnified MRTC from and against all actions, suits, claims, demands, proceedings, losses, damages, penalties, fines, compensation, costs (including legal cost on a solicitor and client basis), charges and expenses whatsoever to which MRTC may be or become liable in respect of or arising from any and all non-compliance, breach or default of the terms and conditions of this agreement, including but not limited to offences committed or deemed to be committed by MRTC and/or officers of MRTC under the MACCA which is caused by, arises from or is otherwise attributable to the acts and omissions of the Applicant and/or person associated with the Applicant.
6. MRTC may terminate the employment of the Applicant under the Contract if there is any default, breach or non-compliance by the Applicant of the terms and conditions of this agreement.
7. The Applicant acknowledges that MRTC and its subsidiaries (collectively, the "**MRT Group**") have adopted the following policies, guidelines and procedures which are available within the MRT Group website www.mymrt.com.my. The following policies, guidelines and procedures as well as other policies, guidelines and procedures related to anti-bribery, anti-corruption and ethical or proper conduct as may be uploaded onto the website www.mymrt.com.my from time to time (collectively called "**the said Policies**") may be amended, supplemented, varied or replaced from time to time.
 - (a) Anti-Fraud and Corruption Policy;
 - (b) No Gift Policy; and
 - (c) Whistleblower Policy.
8. The Applicant:

- (a) will regularly and diligently familiarise itself and procure that persons associated with the Applicant are regularly and diligently familiarised with the said Policies, including all amendments, supplements, variations or replacements thereof from time to time;
 - (b) will not do anything or omit to do anything (and will procure persons associated with the Applicant not to do anything or omit to do anything) that will cause any employee, servant or officer of the MRT Group to be in breach, default or non-compliance of the said Policies.
9. For the purposes of this agreement, a person associated with the Applicant shall have the meaning ascribed to that phrase in subsection 17A(6) of the MACCA.

Consent and Authorisation Disclosure of Credit Information (CTOS)

We hereby irrevocably consent and authorize **MRTC and its subsidiaries** to carry out, checks or searches all and any credit, financial, legal, risk and company information/data including but not limited to details of the directors and shareholders of the Company ("Purpose") as may be disclosed for this registration exercise, or otherwise obtained from the Companies Commission of Malaysia, Insolvency Department or any other bodies including but not limited to any credit reporting agencies or any source as MRTC and its subsidiaries deem appropriate. The Company hereby confirms and undertakes to MRTC and its subsidiaries and that it has duly obtained all consents from its employees, directors and shareholders for the Purpose as stated above.

Compliance to The Terms of Reference

We hereby affirm that we have read and understood each and every Articles, Clauses, Tables, Figures, Schedules and/or Drawings of the Licensor's Requirements in the Application and any/all schedule thereto. We accept in its entirety the Terms of Reference and the Licensor's Requirements as written, EXCEPT for the deviations from and/or exceptions to the Licensor's Requirements as listed below or in an attachment hereto. For each deviation or exception, the Applicant shall clearly state its reason and shall further state and demonstrate any/all alternative provisions. EXCEPT as specifically stated below and/or in any attachments hereto, the Applicant accepts without exception or deviation all provisions and requirements to the Licensor's Requirements. The Applicant's Statement of Compliance to the Licensor's Requirements and any attachment hereto shall be signed by the Applicant's Authorized Representative and submitted in accordance with relevant requirements specified in the Instructions to the Applicant.

Form of Proposal

We have examined the Application document comprising of Application Guideline, Application Form and other documents forming part of the Application Documents and any addenda thereto for the application of **LAND LEASING ALONG MRT ALIGNMENT FOR MRTC** all of which are attached to this Form of Proposal. We offer to fulfil all the obligations and responsibilities with regards to the Leased Land in conformity with this Application and agree with the payments to MRTC as stated in this Application To Rent Form.

1. We irrevocably confirm and agree that: -
 - a) Upon acceptance of this Application by MRTC, we shall be contractually obliged to execute and deliver to MRTC the terms of agreement for the Leased Land in accordance with the provisions of the Application and the Licence/ Tenancy Agreement.
 - b) Notwithstanding such acceptance, if we fail to oblige to MRTC with the terms and conditions provided in the attachments thereto referred to in Paragraph 2 of this duly signed Form of Proposal when so requested by MRTC, then MRTC may at any time terminate its acceptance of this Application or any other contract otherwise in force between us (the Applicant and MRTC) and forfeit the Bond presented by the Applicant by giving written notice to us (the Applicant) and we shall have no claim whatsoever against MRTC for any loss, costs, damages, expenses (including loss of profit) howsoever arising thereto.
2. We understand that MRTC is not bound to accept any proposal with the highest Licence/ Rent Fee. We undertake to hold all information relating to the Leased Land and this Application in strict confidence until such time as we receive MRTC's policy regarding the release of such information and we further undertake that we shall then comply with such policy.
3. This Application shall remain valid and open for acceptance by MRTC up to and including the day which is one hundred and eighty (180) days (and any extension thereof) after the due date for submission of Application, after which, unless accepted by MRTC on or before that date or extended in writing by us, it will be deemed withdrawn.
4. We declare that at the time of the submission of the proposal, all information provided herein is true and valid.
5. We confirm that at the time of submission of this Application, the acceptance of any proposal submitted by us to others, or due to be submitted by us to others, will not in any way affect our ability to carry out our obligations as the licensee/ tenant for the Leased Land.

Legal Compliance & Declaration

1.0(a) Insolvency, Winding Up and Bankruptcy

The Applicant is required to provide information on any insolvency, winding up or bankruptcy proceeding(s) initiated against the Applicant. Please include any steps taken towards voluntary winding-up or insolvency, striking out, voluntary arrangement, judicial management or similar arrangements.

Table 1 - Insolvency, Winding-Up and Bankruptcy

Item	Year	Name of Petitioner(s) / Applicant(s)	Details	Status
1				
2				

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

1.0(b) Historical Contract Non-Performance

The Applicant is required to provide information on any historical contract non-performance including but not limited to any termination of contract by the employer, blacklisting by any authority or the employer. for this calendar year and the last seven (7) years ("last 7 years") and those that are currently under execution.

Table 2 - Historical Contract Non-Performance

Item	Year	Name of Employer ¹ / Authorities ²	Details	Status
1				
2				

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

Note 1: "employer" includes a contractor (of any tier) who has employed the Applicant as his sub-contractor.

Note 2: "authority" shall mean (i) federal, state or local legislature or government, (ii) any ministry, department, instrumentality, agency, authority, judicial body or commission of any such federal, state or local legislature or government, or (iii) any court or tribunal, having jurisdiction over any of MRTC, the Applicant, the Project, Works, Services or land public transportation in Malaysia.

2. Disputes

2.0(a) Contract Dispute

The Applicant is required to provide information on any litigation, suit, arbitration, adjudication and other proceedings resulting from construction, services, supply and/or works contracts where relevant) whose works have been completed during the last 7 years and also those works that are currently under execution.

Table 3 - Contract Dispute

Item	Year	Counter-Party(s)	Cause of Proceedings ¹	Final Contract Amount (RM) ²	Disputed Amount (RM) ³	Status	Impact on Applicant ⁴
1							
2							

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

Note 1: information provided must indicate whether the Applicant is the plaintiff, defendant, third party, claimant, respondent, applicant, appellant, etc.; the nature of the dispute and the type of proceedings (adjudication, arbitration, court suit, etc.)

Note 2: if the final accounts have yet to be determined, then insert the mutually agreed contract amount (i.e., awarded amount and all agreed Variation Orders).

Note 3: the disputed amount must also include, special damages and estimates of the general damages. Any counterclaim shall also be specifically stated.

Note 4: how the result or outcome of any dispute or proceeding (adjudication, arbitration, court suit, etc.) will affect the Applicant's ability to pay its debts and/or ability to supply, goods and/or services under the Application.

2.0(b) Other Disputes (civil and criminal)

Table 4 - Other Disputes (civil and criminal)

Item	Date	Counter-Party(s)	Cause of Proceedings ¹	Disputed Amount (RM) ²	Status	Impact on Applicant ³
1						
2						

***Please indicate "Not applicable" or "N/A" if no information is to be provided. Do not leave any blank space**

Note 1: information provided must indicate whether the Applicant is the plaintiff, defendant, third party, claimant, respondent, applicant, appellant, etc.; the nature of the dispute and the type of proceedings (adjudication, arbitration, court suit, etc.)

**Note 2: the disputed amount must also include, special damages and estimates of the general damages. Any counterclaim shall also be specifically stated.*

**Note 3: how the result or outcome of any dispute or proceeding (adjudication, arbitration, court suit, etc.) will affect the Applicant's ability to pay its debts and/or ability to supply, goods and/or services under the Application.*

Declaration

We hereby certify that the information set forth above is true and accurate. We hereby cause this agreement to be executed on the date written below.

Applicant's Authorised Representative (Authorised Representative must be either of the following or equivalent to; CEO/Director/Member of Board of Director of the company applied for) (Signature)
Full Name of Authorised Representative	
Designation	
NRIC No. / Passport No.	
Registered Company's Official Stamp	
Email	
Telephone No. (Office)	
Telephone No. (Mobile)	
Company Website	
Date of signing	

APPENDIX III

CTOS Consent Form



Malaysia Rapid Transit Corporation Sdn Bhd
 (formerly known as Mass Rapid Transit Corporation Sdn Bhd)
 Level 6 Menara I&P 1, No. 46 Jalan Dungun, Bukit Damansara, 50490 Kuala Lumpur
 Tel : 603-2081 3000 Fax : 603-20812121
 Website : www.mymrt.com.my

CONSENT AND AUTHORISATION FOR DISCLOSURE OF CREDIT INFORMATION

Re: Letter of Irrevocable Consent and Authorisation for Disclosure of Credit Information of Company and Directors / Shareholders

We, (Company No.) (“the Company”) hereby irrevocably consent and authorize **MALAYSIA RAPID TRANSIT CORPORATION SDN BHD (“MRT CORP”) and its subsidiaries** to carry out, checks or searches all and any credit, financial, legal, risk and company information / data including but not limited to details of the directors and shareholders of the Company (“Purpose”) as may be disclosed for this registration exercise, or otherwise obtained from the Companies Commission of Malaysia, Insolvency Department or any other bodies including but not limited to any credit reporting agencies or any source as MRT Corp and its subsidiaries deem appropriate.

The Company hereby confirms and undertakes to MRT Corp and its subsidiaries and that it has duly obtained all consents from its employees, directors and shareholders for the Purpose as stated above.

Authorised Representative
 Signature :
 Name in full :
 (Authorised Representative)
 Designation :
 ID/Passport No.
 Company Name & Company :
 Stamp :
 Date :

APPENDIX IV

Railways (Railway Protection Zone) Regulations of 1998

**Peraturan-Peraturan Keretapi (Zon Perlindungan Keretapi) 1998; (Versi Bahasa
Inggeris)**

- Regulation 1
 - Citation And Commencement
- Regulation 2
 - Interpretation
- Regulation 3
 - Designation Of Railway Protection Zone
- Regulation 4
 - Issuance Of Development Order Or Planning Permission After Consultation With Director General
- Regulation 5
 - Permission For Restricted Activity After Consultation With Director General
- Regulation 6
 - Matter To Be Taken Into Cognizance Before Issuance Of Development Order Or Planning Permission Or Permission For Restricted Activity.
- Regulation 7
 - Compliance By Director General
- Regulation 8
 - Director General May Recommend For Suspension Or Cessation Of Development
- Regulation 9
 - Application Not Retrospective
- FIRST SCHEDULE (Regulation 3):
 - Drawing A;
 - Drawing B;
 - Drawing C;
 - Drawing D;
 - Drawing E;
 - Drawing F;
- SECOND SCHEDULE (Regulation 3)
- THIRD SCHEDULE (Regulation 2)

Regulation 1: Citation and commencement.

(1) These Regulations may be cited as the Railways (Railway Protection Zone) Regulations 1998 and shall come into operation on 22 October 1998.

(2) These Regulations shall not apply to railways operated by the Keretapi Tanah Melayu Berhad.

Regulation 2: Interpretation.

In these Regulations, unless the context otherwise requires-

"above-ground structure" means any development works, of any structure in whatever manner, above the surface of the ground, as described in Drawings D and E in the First Schedule;

"at-grade structure" means any section of the railways with tracks at ground level or on any embankment, or on an in-cutting as described in Drawing F in the First Schedule;

"Commissioner" means the Commissioner of the City of Kuala Lumpur appointed under section 3 of the Federal Capital Act 1960[Act 190];

"development" means the carrying out of any building, engineering, mining, industrial, or other similar operation in, on, over, or under land, and includes any change in the use of any land or building or any part thereof, or the subdivision or amalgamation of lands;

"development order" means a development order issued by the Commissioner under the Federal Territory (Planning) Act 1982[Act 267];

"local authority" shall have the meaning assigned to it under the Local Government Act 1976[Act 171];

"local planning authority" shall have the meaning assigned to it under the Town and Country Planning Act 1976[Act 172];

"planning permission" means a planning permission issued by the local planning authority under the Town and Country Planning Act 1976;

"portal structure" or "transition structure" means any guideway structure that occurs between an underground structure and above-ground structure or at-grade structure as described in Drawing C in the First Schedule;

"railway protection zone" means the railway protection zone designated by the Directed General pursuant to regulation 3;

"railway structure" includes the above-ground structure, the at-grade structure, the underground structure and the portal structure;

"restricted activities" means the activities described in the Third Schedule which could pose safety hazards on the railway structure and the operation of the railway;

"restricted activities standards" means the safety standards for restricted activities prescribed by the Director General in the Third Schedule;

"safety standards" means such safety standards prescribed by the Director General in the Second Schedule;

"underground structure" means any development works of any structure in whatever manner, below the surface of the ground as described in Drawings A and B in the First Schedule.

Regulation 3: Designation of railway protection zone.

The Director General shall designate an area in the railway premises as a railway protection zone, as described in Drawings A to F in the First Schedule.

Regulation 4: Issuance of development order or planning permission after consultation with Director General.

(1) The Commissioner or any local planning authority should consult with the Director General before issuing a development order or planning permission regarding any development in the railway protection zone.

(2) If the consultation in subregulation (1) is not carried out, such failure shall not impede in whatsoever manner the Commissioner or any local planning authority from issuing such development order or planning permission.

Regulation 5: Permission for restricted activity after consultation with Director General.

(1) A local planning authority should consult with the Director General before allowing any restricted activity to be carried out in the railway protection zone.

(2) If the consultation in subregulation (1) is not carried out, such failure shall not impede in whatsoever manner the local planning authority from allowing any restricted activity to be carried out.

Regulation 6: Matter to be taken into cognisance before issuance of development order or planning permission or permission for restricted activity.

The Director General shall ensure that the Commissioner or the local planning authority, as the case may be, prior to the issuance of the development order or the planning permission, and the local authority, prior to allowing a restricted activity to be carried out, in the railway protection zone take cognisance of-

- (a) the railway protection zone;
- (b) all maps and drawings provided by the railway company;
- (c) any possible effect on the safety of the railway structure or the operation of the railway as a result of the development or the carrying out of the restricted activities; and
- (d) the safety standards and the restricted activities standards.

Regulation 7: Compliance by Director General.

For the purposes of regulation 6, the Director General shall-

- (a) at all times provide the Commissioner of the local planning authority with the safety standards; and
- (b) cause the railway company to prepare and provide the Director General such maps and drawings indicating the sites and positions of the railway structures.

Regulation 8: Director General may recommend for suspension or cessation of development.

Subject to any laws for the time being in force pertaining to the suspension or cessation of development, the Director General may make such necessary recommendation to the Commissioner of the local planning authority or such relevant authority, for the suspension or cessation of the development of the carrying out of the restricted activities, or to take any appropriate measure, upon the Director General being satisfied that-

- (a) the safety of any person using the railway is or has been or may be affected; and
- (b) the safety of the railway structure or the operation of the railway is or has been or may be affected,

as a result of the said development or the carrying out of the restricted activities.

SECOND SCHEDULE (Regulation 3)
SAFETY STANDARDS

1. Underground and portal structures

(1) Drawings A, B and C in the First Schedule define the first and second reserve around underground and portal structures as indicated in the drawings. The following restrictions shall apply in each reserve, and are equally applicable to the construction activities below the tunnel alignment and portal:

(a) the pressure on the underground structures shall not be increased due to filling or dewatering or form additional loads transmitted by foundations (including loads arising during construction) without prior approval of the Director General;

(b) where dewatering works or pumping from any trench, excavation, caison, pile or well is more than 5 metres deep, precautions such as reasonable cut-off under excavations are to be taken and suitable instrumentation installed to monitor pore pressure changes and ground settlement both close to the works and to the nearest railway structure. Dewatering/pumping plans shall demonstrate the effect of drawdown to the stability of the tunnel or underground structure;

(c) where excavations, trenches, caissons, piles or wells are less than 5 metres below the ground surface, pumping of water from them may be allowed by the Director General;

(d) where tunnel construction is permitted, precautions must be taken to avoid water flow into railway tunnels at the face, or through the temporary or permanent linings. Suitable instrumentations shall be installed. Tunnelling involving use of compressed air shall be restricted, with specified plans and methods subject to the Director General's prior approval;

(e) where basements are more than 5 metres below ground surface, they shall be made as watertight as possible. The base slab and walls shall be designed to withstand full hydrostatic pressure, and pressure relief in the form of weep-holes or under-drains is not allowed;

(f) differential movement resulting from the works shall not produce final distortion in the track or its plinth in excess of 3 millimetres in 6 metres (1:2000) in any plane or a total movement in the railway structure or tracks exceeding 15 millimetres in any plane;

(g) the piezometric pressure in compressible soils shall not be reduced by more than 10 kilopascal. Where the total depth of compressible soil is less than 15 metres and the railway structure is supported below the compressible soils, then this requirement may be waived by the Director General;

(h) the peak particle velocities at any railway structure resulting from blasting or form driving or with-drawing of piles or any operation which can induce prolonged vibration which shall not exceed 15 millimetres per second; and

(i) demolition of existing structures shall be controlled to encure no shock or vibration damage to the underground structures.

(2) The following restrictions shall apply in the first reserve:

- (a) no sheetpiles, piles, foundations, boreholes or wells shall be driven within this zone;
- (b) no excavation greater in depth than 3 metres or within 3 metres vertically of the railway structure shall be permitted. No dredging greater than 1.5 metres shall be undertaken in the river where the tunnel alignment is under the river;
- (c) no blasting shall be permitted; and
- (d) horizontal tie-backs and ground anchors extending into the first reserve shall be designed such that no part of an anchor is closer than 3 metres to any underground or transition structure. The centroid of the fixed length of the anchor should be more than twice the fixed length away from any underground or transition structure. Tie-backs and anchors shall not be subject to testing which results in collapse and/or failure in the soil structure surrounding it.

(3) The following restrictions shall apply in the second reserve:

(a) pile foundations may generally be constructed in the second reserve subject to the following requirements:

- (i) the clear distance between the outside of the pile and the outside of the underground or transition structure is greater than 3 metres or 5 pile diameters whichever is the greater;
 - (ii) the piles are designed so that they are debonded within the zone of influence of the underground structure and develop all of their load either in shear or end bearing from soil located below the zone of influence of the structure;
 - (iii) piles shall generally be constructed by auger or reverse circulation drilling techniques and the stability of the ground ensured by the use of casings and/or drilling muds as may be appropriate;
 - (iv) the use of percussively driven concrete piles, sheetpiles, steel H-Piles or timber piles, or the use of rock chopping chisels are not acceptable within 10 metres of the structure; and
 - (v) the use of vibratory method of installing sheetpiles, H-piles or casings is prohibited;
- (b) site investigation bore holes may generally be drilled in this zone subject to verification of the exact location of the underground structure on site. All such boreholes shall be carefully and completely grouted to their full depth with a bentonite/cement grout on completion;
- (c) basement excavations and foundations are generally acceptable subject to the requirements of paragraphs 1(1)(a) to (i); and
- (d) no blasting shall be permitted.

(4) Site investigation reports and data shall be copied to the Director General for reference.

(5) Details of any proposed pressure grouting method of soil improvement (jet grouting, injection grouting, grouting freezing, lime or cement stabilization, etc.) shall be submitted to the Director General for approval, and each shall be considered on a case-by-case basis.

2. Above-ground structures

(1) Drawing D in the First Schedule defines acceptable limits on excavations and ground surcharge adjacent to pile caps supporting above-ground structures. The following requirements shall apply:

- (a) excavation above pile caps is acceptable;
- (b) no excavation shall extend below a line drawn at a gradient of 1:1 from the top surface of the pile cap structure as shown in Drawing D in the First Schedule;
- (c) no surcharge on the earth surface shall extend above a line drawn at a gradient of 1:1 from a point on ground surface located at the intersection of the ground surface with a line extended from the maximum depth of foundation pile on 1:1 gradient outwards;
- (d) where the depth of compressible soil, as defined in paragraph 1(l)(g) exceeds 15 metres, then the piezometric pressure at 5 metres depth adjacent to the pile cap shall not be lowered by more than 1 metre;
- (e) no building shall be constructed within 6 metres of any above-ground structure measured from the outer edge of the above-ground structure unless it conforms to the following:
 - (i) development shall not exceed one storey;
 - (ii) development shall have no basement;
 - (iii) the development shall be of non-combustible construction and shall have a fire-resistance rating for its elements of structure of not less than 2 hours;
 - (iv) at least 1 metre clearance (shown 'x' on Drawing E in the First Schedule) from top of the development's roof to underside of the above-ground structures beam shall be maintained. No projection above the surface of this roof shall be allowed. Development roofs shall be constructed such that above-ground structures access holes are inaccessible from them;
 - (v) all structures shall be kept at least 0.5 metre clear from the edge of the pilecaps or 2 metres clear from the edge of the bearings whichever is the more restrictive (shown 'y' and 'z' respectively on Drawing E in the First Schedule);
 - (vi) activities carried out shall be of low fire risk;
 - (vii) no use of piped gas and/or bottled gas shall be allowed;
 - (viii) no development is allowed to be built around or to enclose any above-ground structures column. All sections of above-ground structures shall be kept accessible to maintenance and vehicles;
 - (ix) the development shall be protected by approved automatic sprinkler system, if so required by the Director General;
 - (x) surface and roof run off from the development shall not interfere with the existing above-ground structures drainage system. The applicant shall bear all costs and expenses incurred in the diversion and reinstatements of the drains; and
 - (xi) exposed lightning conductor running along the surface of the above-ground structures column shall be protected.

(2) For the purpose of this regulation, the Director General may allow a modification to this regulation provided that the applicant justifies, at the Director General satisfaction:

(a) that all measures and dispositions are taken for preserving the level of the original water table if any, for avoiding any lateral displacements in the surrounding soil strata as well as its bearing and shearing capacities; and

(b) that all measures and dispositions are taken for preserving the existent bearing and friction capacities of adjacent foundations, and for avoiding any movement of existing adjacent structures in any plane.

3. At-grade structures

(1) Drawing F in the First Schedule defines the limits of the first and second reserve that exist around the at-grade structures.

(2) Paragraphs I(l)(b) to (h) shall apply to engineering works in each reserve.

(3) Generally no engineering work of any kind will be allowed in the first reserve.

(4) Piled foundations will generally be permitted in the second reserve subject to regulation 6.

(5) Site investigation boreholes may be drilled in the second reserve subject to regulation 6.

(6) No trench or other excavation more than 2 metres deep shall be allowed without prior written permission of the Director General.

(7) No surcharge exceeding 40 kilopascal shall be allowed without prior written permission of the Director General.

(8) No surcharge resulting in an increase in ground pressure exceeding 15 kilopascal shall be permitted.

(9) The use of high displacement driven piles including timber piles and precast concrete piles shall not be permitted.

(10) The use of water in the drilling of bored piles or site investigation boreholes shall not be permitted.

(11) Site investigation boreholes must be backfilled with cement/bentonite grout. Drains and water pipes shall be designed to avoid raising the groundwater level in the second reserve.

(12) The installation of recharge walls or soak-aways shall not be permitted.

4. Building developments adjacent to vents/vent shafts

To minimize the possibility of contamination of the railway station by fire or smoke, no building opening within the development shall be located closer than 5 metres to any vent or vent shafts irrespective of whether it is free standing or is accommodated in the development. This distance may be reduced to 2.5 metres provided that the intake air to the vent or vent shafts is directed away from the building opening and the Director General is satisfied that discharge from the opening is not likely to be drawn by natural convection into the railway station.

THIRD SCHEDULE (Regulation 2)
RESTRICTED ACTIVITIES

1. Restricted activities structures

(1) The following are defined as restricted activities:

- (a) the erection of scaffolding, maintenance towers, hoardings, fencing, gantries, signs, lighting posts and similar structures where any part of that structure is within 6 metres on plan of above-ground, at-grade, portal structure, or ventilation shafts;
- (b) the operation or movement of cranes, whether fixed or mobile, hoists, ladders, drilling and piling equipment, excavators and any other mechanical equipment or vehicles where any part of the said equipment or vehicle at any stage of its works is within 6m on plan of an aboveground, at-grade, or portal structure. The term "movement" in this paragraph does not include the passage of the equipment or vehicles along a public roadway. The operation of any equipment or vehicles of the fire service shall be excluded;
- (c) the movement of any vehicle or trailer exceeding 5.3 metres in height within 6 metres on plan of an above-ground, or at-grade structure, unless minimum/maximum clearances are posted otherwise;
- (d) the storage of materials, either loose, in pallet, or in containers within 6 metres on plan of an above-ground, portal or at-grade structure;
- (e) the storage of Class I flammable and Class II Class III combustible liquids as defined under the NFPA code of practice and the storage of related pipework within 30 metres on plan of any above ground, atgrade or underground structure;
- (f) the storage of explosive materials within 30 metres on plan of any sructure above or below ground or within 30 metres of any railway property; and
- (g) the planting of trees within 6 metres on plan of an above-ground, atgrade or portal structure or within the first reserve of underground structures.

(2) The standard restricted activity to be complied for the restricted activity stated in paragraph 1(1)(a):

- (a) any part of the scaffolding that extends above the level of track shall be at least 3 metres clear on plan of the above-ground. or at-grade structure;
- (b) the scaffolding shall be so designed and positioned so that it is not possible for persons to climb onto any above-ground or at-grade structure;

- (c) the scaffolding, etc, is sufficiently robust and maintained to a satisfactory, standard so as to prevent collapse onto, obstruction of or danger to the railway structures;
- (d) where deemed necessary by the Director General additional protection measures shall be provided to the railway, at the applicant's expense;
- (e) the scaffolding etc shall not interface with the free flow of air into or out of ventilation shafts, ducts or grilles.

(3) The standard restricted activity to be complied for the restricted activity stated in paragraph I(I)(b):

- (a) the jib of any lifting appliance or any other moving or stationery part of the mechanical equipment including its handled load shall not encroach within 3 metres on plan from the edge of the nearest aboveground or at-grade structure unless the equipment restricted to work beneath the above-ground structures;
- (b) where deemed necessary by the Director General effective measures of protection to the above-ground or at-grade structures;
- (c) the equipment and, where appropriate its foundation has been certified satisfactory for operation within the preceding two weeks prior to the application to the Local Authority.

(4) If the standard restricted activity in paragraph 1(3)(a) is not complied with, the Director General may consider giving permission for the use of the equipment only during the period when trains are not running.

(5) The standard restricted activity to be complied for the restricted activity stated in paragraph I(I)(d):

- (a) storage is not closer than 2 metres from any above-ground, at-grade, or portal structure;
- (b) storage does not impose a load on the railway structure in excess of 15 kilopascal;
- (c) storage is not higher than 4 metres or such that a person may be able to climb onto the above-ground or at-grade structures from the stored materials;
- (d) material stored is of low combustibility.

(6) The standard restricted activity to be complied for the restricted activity stated in paragraph I(I)(e):

- (a) storage is not closer than 7.6 metres from the outer wall of the underground structure;
- (b) storage tanks containing Class I flammable liquids and Class II combustible liquids shall be installed underground in a cast-in-place reinforced concrete vault large enough to hold and retain the entire contents of the tanks. The storage tank shall be completely encompassed by not less than 600 millimetres thick of white-washed sand;
- (c) vaults, tanks and piping shall be protected from corrosion and have approved cathodic protection;
- (d) the tank and all related piping shall conform to the provisions of NFPA 30 and the licensing requirements of the Local Authority;

(e) storage of Class II combustible liquids may be located above ground. The storage tank shall be placed within a masonry or welded steel, oil-tight vault, of adequate capacity to contain the contents of the tank. Masonry vaults shall be at least 150 millimetres thick and steel vaults shall be made of not less than 18 gauge metal;

(f) dispensing pumps for Class II flammable liquids and Class II combustible liquids shall not be located less than 7.6 metres from the face of such pump to the nearest side of any ventilation shafts opening or station entrance;

(g) the surface around the dispensing area whether with or without dispensing pumps shall be graded in a manner to direct any possible spills into a drain that flows away from the underground structures.

2. Planting of trees

(1) No trees with full grown heights of more than 7 metres shall be planted within 4 metres from the edge of any above-ground or at-grade structure.

(2) Whenever required by the Director General, trees planted near to aboveground or at-grade structures shall be pruned by applicant such that the outer extremity of the canopy of the tree shall not encroach within 2 metres of the edge of the above-ground or at-grade structures.

Made 3 October 1998.

[JK/LRT/0.604/5 Jld. 2(19); PN. (PU2) 514.]

ISA BIN KASSIM,

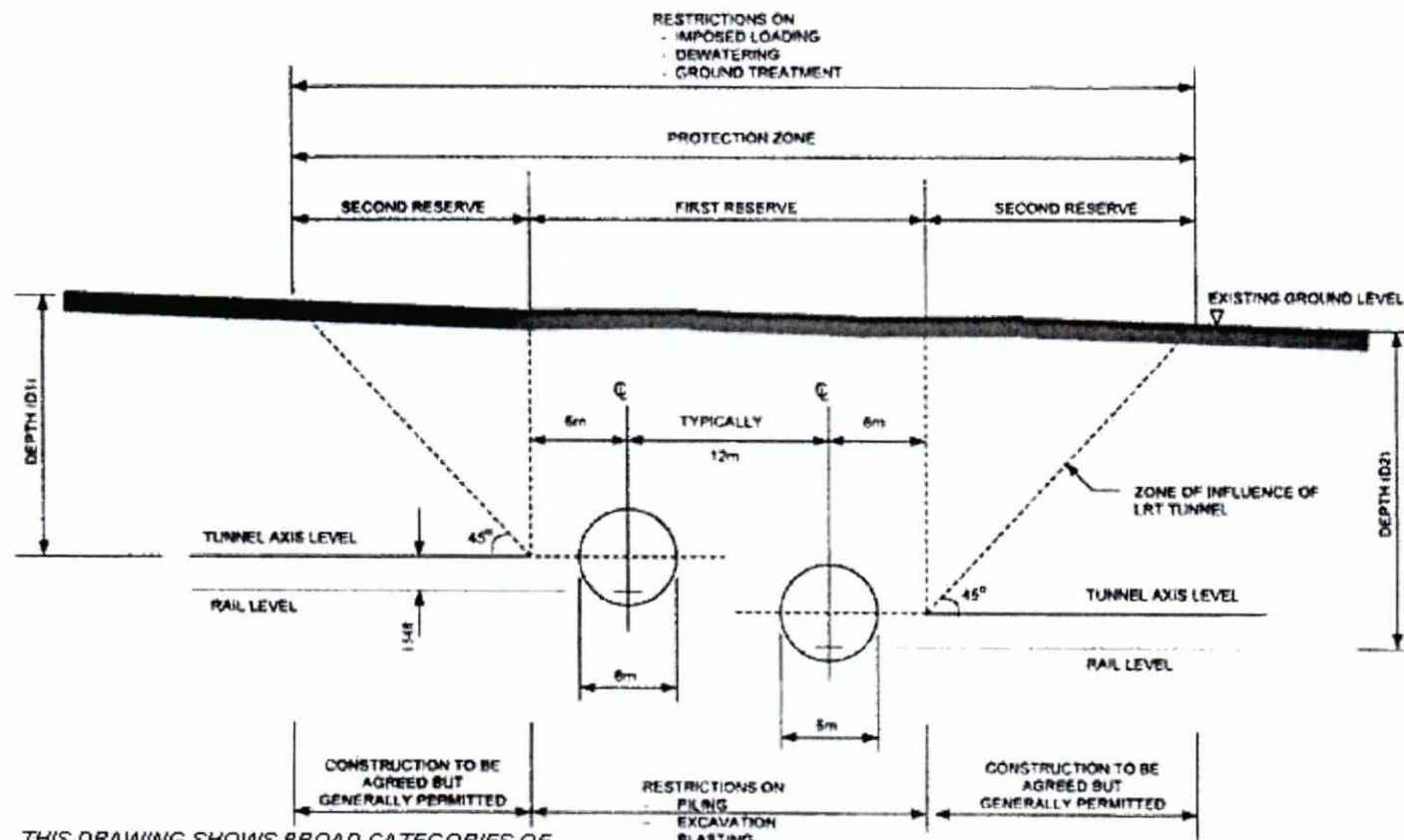
Director General of Railways

Approved 7 October 1998.

DATO' SERI DR. LING LIONG SIK,

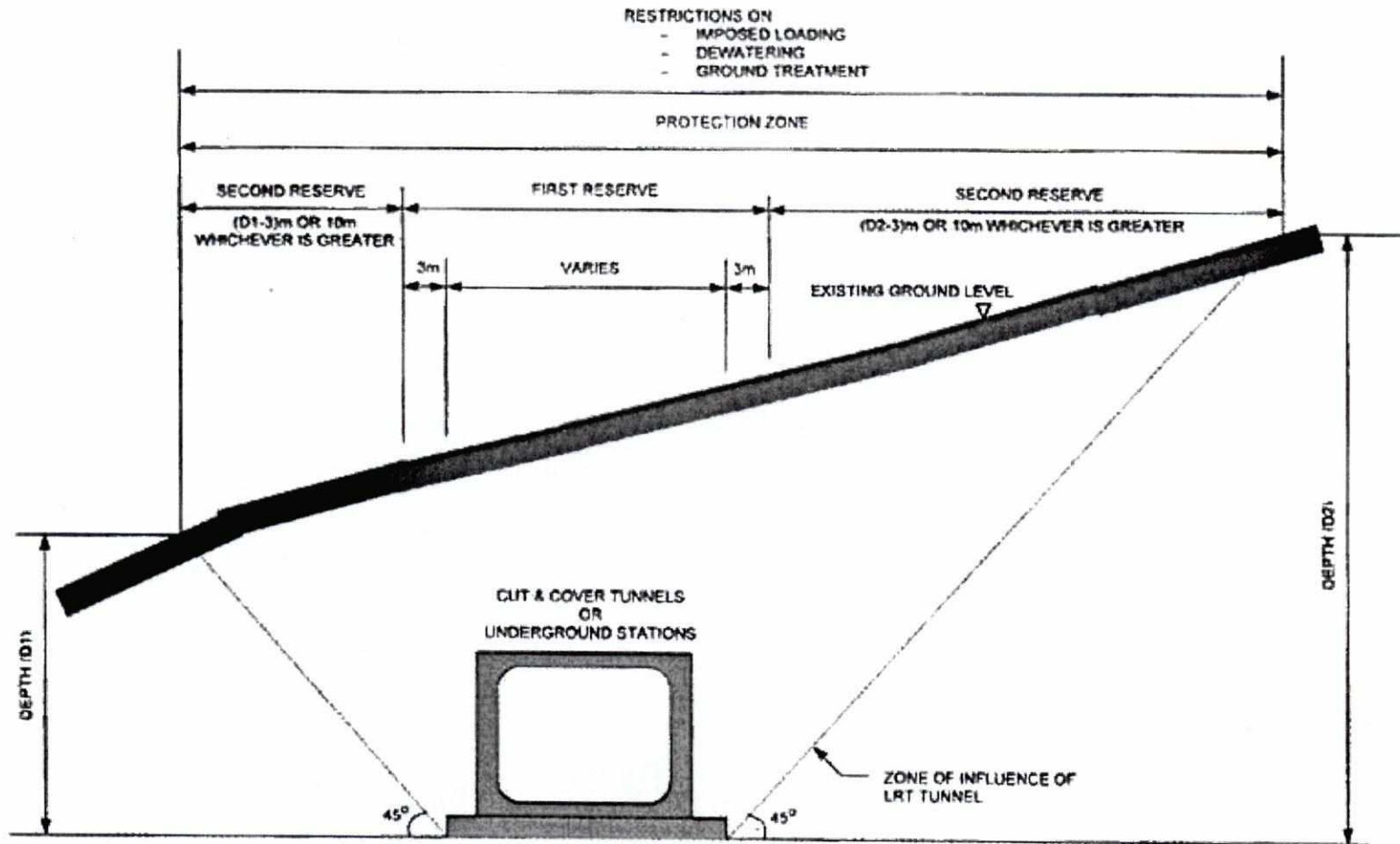
Minister of Transport

**FIRST SCHEDULE (Regulation 3) - Drawing A
BORED TUNNELS**



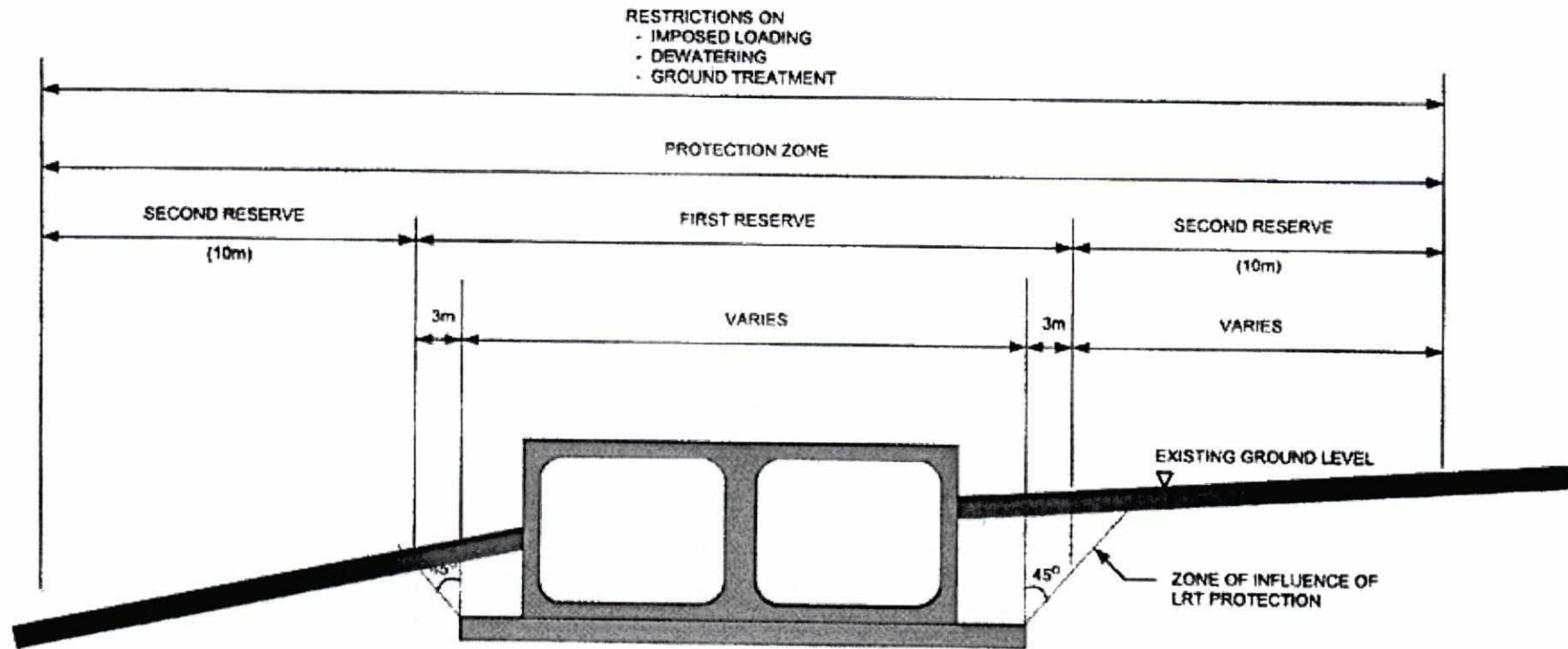
THIS DRAWING SHOWS BROAD CATEGORIES OF RESTRICTIONS NEEDED TO PROTECT THE LRT STRUCTURES REFER TO THE REGULATIONS FOR DETAILS

**FIRST SCHEDULE (Regulation 3) - Drawing B
UNDERGROUND STRUCTURES**



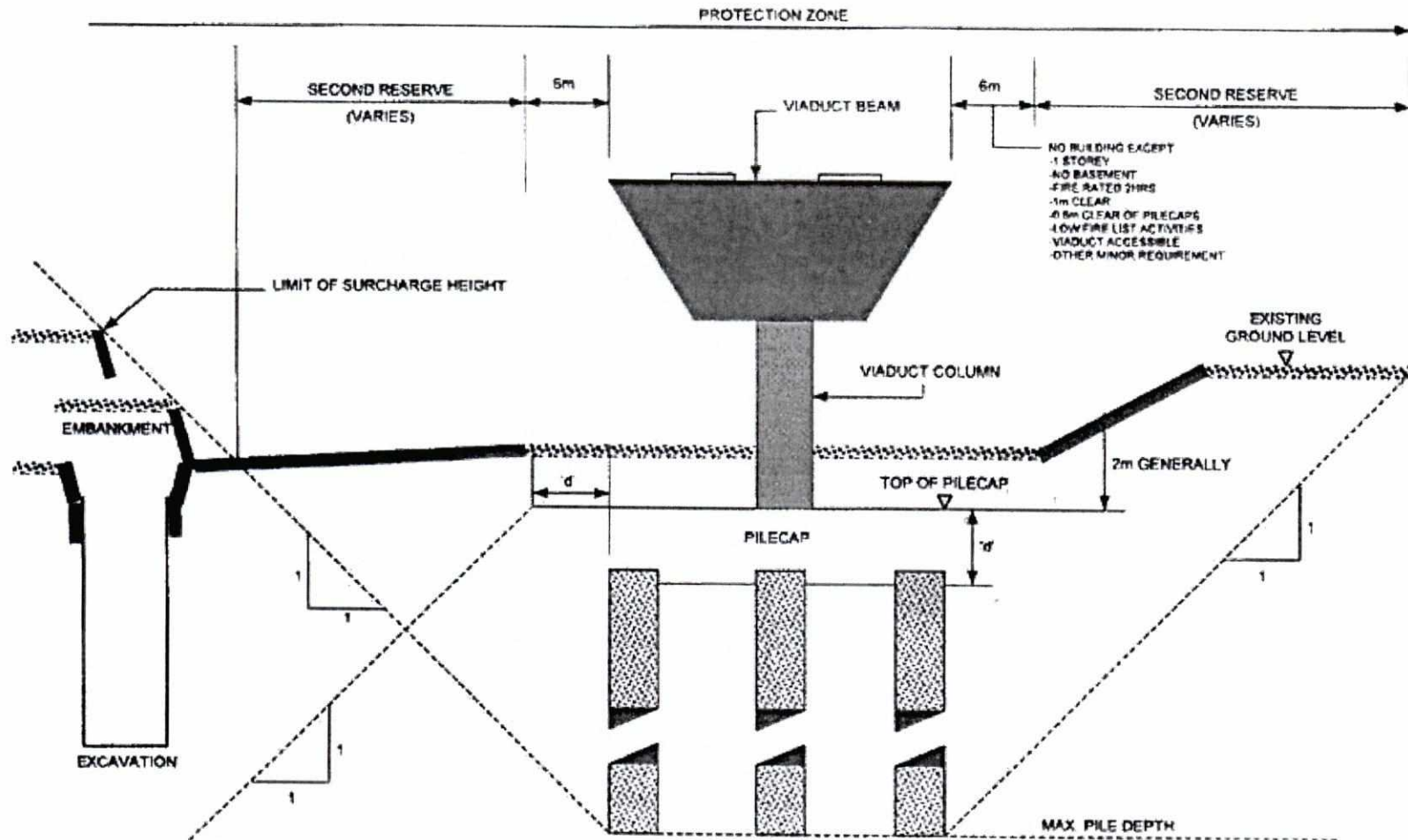
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FIRST SCHEDULE (Regulation 3) - Drawing C
TRANSITION STRUCTURES



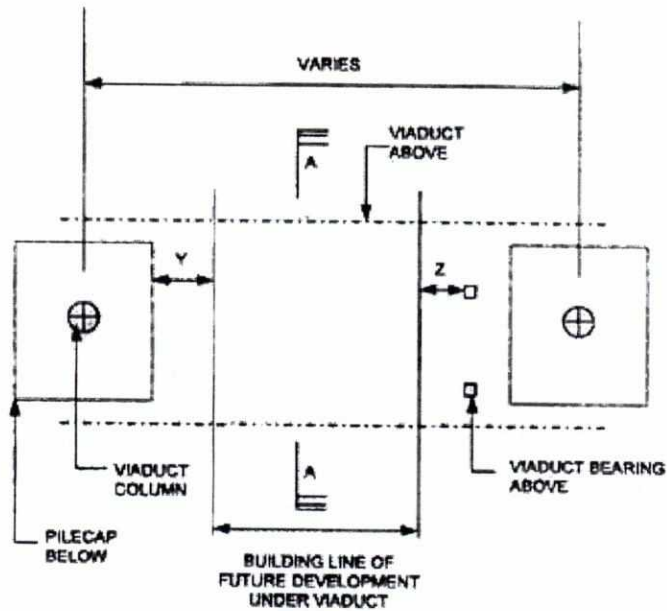
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**FIRST SCHEDULE (Regulation 3) - Drawing D
ABOVEGROUND STRUCTURES**



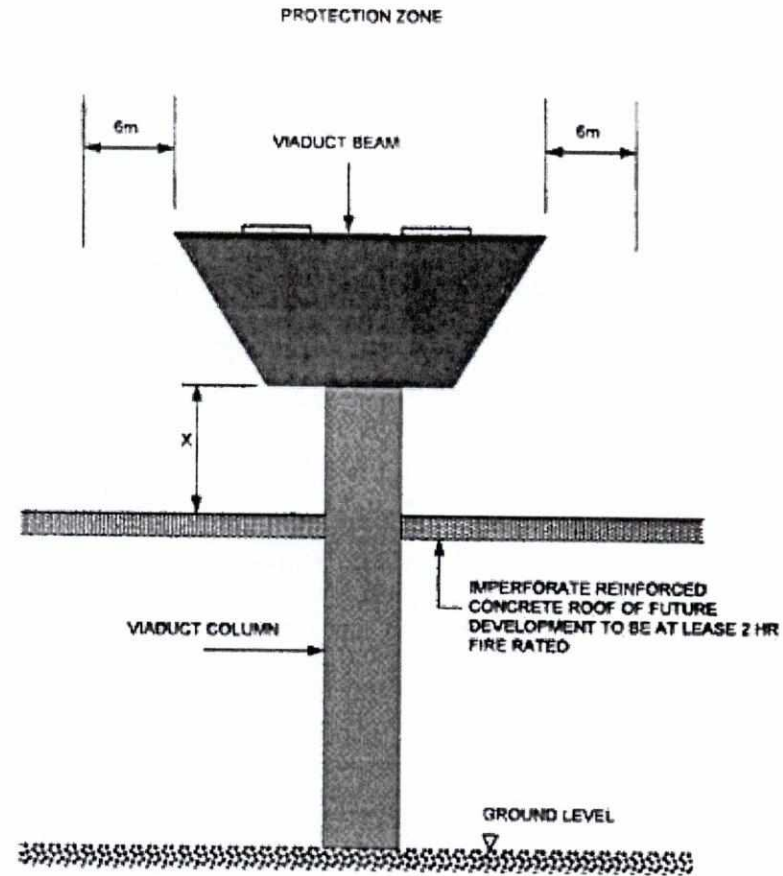
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**FIRST SCHEDULE (Regulation 3) - Drawing E
ABOVE GROUND STRUCTURES**



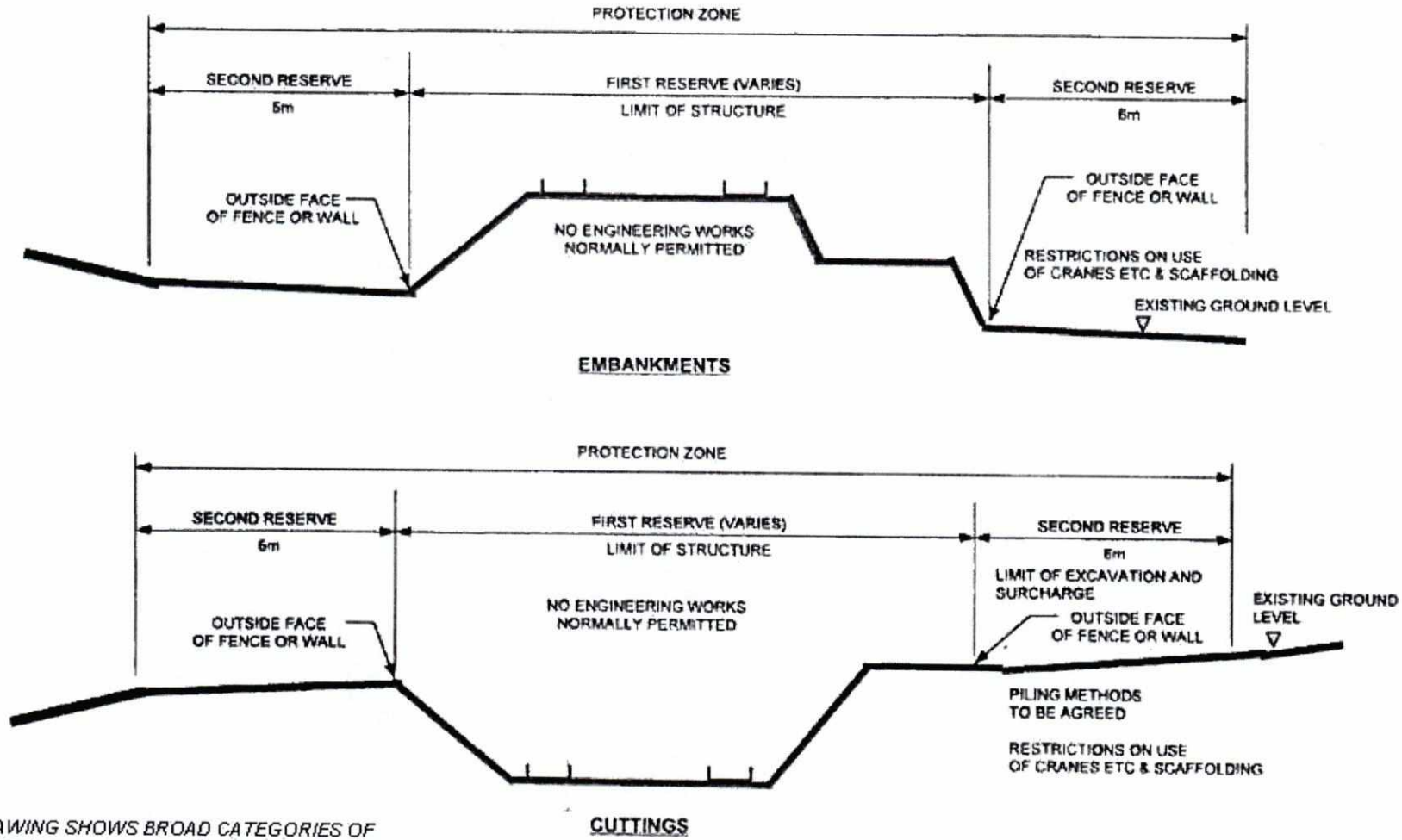
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SECTION A-A

**FIRST SCHEDULE (Regulation 3) - Drawing F
AT GRADE SECTIONS**



THIS DRAWING SHOWS BROAD CATEGORIES OF RESTRICTIONS NEEDED TO PROTECT THE LRT STRUCTURES REFER TO THE REGULATIONS FOR DETAILS