DATED THIS **DAY OF** 10 JUL 2026 **2026**

BETWEEN

KIEN HENG HONG GINSENG SDN. BHD.
(Registration No.: 198801002646 (170003-P))
("**VENDOR**")

AND

TARGET PRECAST INDUSTRIES SDN. BHD.
(Registration No.: 199301004014 (258751-X))
("**PURCHASER**")

SALE AND PURCHASE AGREEMENT

PURCHASER'S SOLICITORS	**VENDOR'S SOLICITORS**
dlt DAVID LAI & TAN Advocates & Solicitors *(Ref No.: TYB.064.2026)* Level 9, Wisma Miramas, No. 1, Jalan 2/109E, Taman Desa, Jalan Klang Lama, 58100 Kuala Lumpur. Tel: 03-7972 7968 Fax: 03-7972 7967	**LAWRENCE HISHAM & CO** **Advocates & Solicitors** *(Ref No.: L/SPA/KIEN HENG HONG GINSENG SB/10003/26)* Unit A-12-15, 12th Floor, Menara U.O.A Bangsar, No. 5, Jalan Bangsar Utama 1, 59100 Kuala Lumpur. Tel: 03-22828608 Fax: 03-22828616

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made the day of 1 0 JUL 2026 2026

BETWEEN

KIEN HENG HONG GINSENG SDN BHD (Registration No.: 198801002646 (170003-P)), a company incorporated in Malaysia and having its registered address at No. 60-1, Jalan Kuchai Maju 13, Kuchai Entrepreneurs Park, Off Jalan Kuchai Lama, 58200, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at 43, Jalan Jalak, Taman Seri Bahtera, Jalan Cheras, 56100, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as "**the Vendor**") of the one part;

AND

TARGET PRECAST INDUSTRIES SDN BHD (Registration No.: 199301004014 (258751-X)), a company incorporated in Malaysia and having its registered address at Level 13 Boutique Office 3, B03-D-13, Menara 3A (Pillar 7), KL Eco City, No. 3, Jalan Bangsar, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at 18, Jalan LP 2A/2, Taman Lestari Perdana, 43300 Seri Kembangan, Selangor Darul Ehsan (hereinafter referred to as **"the Purchaser"**) of the other part.

(The Vendor and the Purchaser shall hereinafter collectively be referred to as the "**Parties**", individually as the "**Party**").

WHEREAS:-

A. The Vendor is the registered, legal, and beneficial proprietor of all that piece of freehold land held under Geran Mukim 1034, Lot 1894, Tempat Batu 12, Jalan Sungai Besi Cheras, Mukim Cheras, Daerah Ulu Langat, Negeri Selangor (hereinafter referred to as the "**Title**") measuring approximately 8093.7 square meter in area and bearing postal address of 1894, Jalan Kpb 5, Kawasan Perindustrian Balakong, 43300 Seri Kembangan, Selangor (hereinafter referred to as the "**Property**").

B. As of the date of this Agreement, the Property is currently subject to the following category of land use, express condition and restriction in interest: -

(i)	Category of land use	:	*Industri*
(ii)	Express condition	:	*Bangunan Perusahaan*
(iii)	Restriction in Interest	:	*Nil*

C. The Property is free from all encumbrances, caveats, charges, liens whatsoever, save for the private caveat and the charges in the Property (hereinafter be referred to as the "**Vendor's Financier's Charges**"): -

(a) caveat registered in favour of Public Bank Berhad (Company No. 6463-H) on 20 April 2010 vide presentation number 061B2349/2010 ("**Private Caveat**");

(b) charge registered in favour of Public Bank Berhad (Company No. 6463-H) on 23 June 2010 vide Presentation Number 061SC7449/2010;

(c) charge registered in favour of Public Islamic Bank Berhad (Company No. 14328-V) on 7 October 2019 vide presentation number 061SC6674/2019; and

(d) charge registered in favour of Public Islamic Bank Berhad (Company No. 14328-V) on 7 October 2019 vide presentation number 061SC6673/2019.

For the purpose of clarification and for the avoidance of doubt, Public Bank Berhad and Public Islamic Bank Berhad shall hereinafter be collectively referred to as the "**Vendor's Financier**".

D. (1) By a Tenancy Agreement dated the 21st January 2026 (hereinafter referred to as **"the Tenancy Agreement"**) entered into between the Vendor and the Purchaser, the Vendor has agreed to let all that piece of vacant land held under the Title (hereinafter referred to as **"the Demised Land"**) commencing on 1st February 2026 and expiring on 31st January 2027 at a monthly rental of Ringgit Malaysia Forty-Eight Thousand Five Hundred (RM48,500.00) only. A copy of the aforesaid Tenancy Agreement dated 21st January 2026 is annexed hereto and marked as Annexure "A".

(2) Pursuant to the Special Express Condition as stipulated in the Second Schedule of the Tenancy Agreement, the Vendor has provided their consent to the Purchaser for the construction of any building or installation works with such materials and in accordance with such designs as shall be approved by the Vendor and the Purchaser shall at its own cost and expense obtain all such necessary planning and other consents or approvals pursuant to the provisions of any written law, bye-laws, rules regulations or order applicable thereto.

(3) In view of Recital D(2) above, as the said building was constructed and/or erected by the Purchaser, the up keep of the building erected on the Property shall be sole responsibility of the Purchaser.

E. The Vendor has agreed to sell and the Purchaser has agreed to purchase from the Vendor the Property on an "as is where is" basis as at the date of inspection (hereinafter be referred to as the "**Date of Inspection**"), free from all caveats, liens, charges, encumbrances and with legal possession subject to the conditions express or implied and affecting the Title to the Property for the consideration and upon the terms and conditions hereinafter contained and set forth.

F. The Purchaser may be applying for a loan (hereinafter referred to as the "**Loan**") from a bank or other licensed financial institution (hereinafter referred to as the "**Purchaser's Financier**") to assist them in the purchase of the Property.

G. The Vendor is represented by Messrs. Lawrence Hisham & Co. Advocates & Solicitors, of Unit A-12-15, 12th Floor, Menara U.O.A Bangsar, No. 5, Jalan Bangsar Utama 1, 59100 Kuala Lumpur (hereinafter referred to as the "**Vendor's Solicitors**") and the Purchaser is represented by Messrs David Lai & Tan, Advocates & Solicitors, of Level 9, Wisma Miramas, No. 1, Jalan 2/109E, Taman Desa, Jalan Klang Lama, 58100 Kuala Lumpur (hereinafter referred to as the "**Purchaser's Solicitors**").

NOW THIS AGREEMENT WITNESSETH as follows: -

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires: -

(i) words denoting any gender include all genders;

(ii) words denoting the whole include any part;

(iii) words denoting the singular number only include the plural and vice versa;

(iv) an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is a Saturday, Sunday or a public holiday declared and/or gazetted in Kuala Lumpur and/or Selangor Darul Ehsan (hereinafter referred to as the "**Excluded Day**") the day shall include the day next following which is not an excluded day;

(v) the headings and sub-headings are inserted for convenience only and shall be ignored in construing the provisions of this Agreement;

(vi) reference to Section is to a Section of this Agreement;

(vii) reference to any person or body includes a reference to any person or body for the time being deriving title under such person or body;

(viii) reference to any instrument or document includes a reference to the same as from time to time varied in any manner or respect whatsoever and any other instrument or document from time to time issued or executed supplemental thereto, in addition thereto or in substitution therefor;

(ix) reference to any statute or statutory provision includes a reference to:-

(a) that statute or statutory provision;

(b) all statutory instruments or orders made pursuant to it; as from time to time amended, extended, re-enacted or consolidated;

(x) reference to any person include legal and natural person;

(xi) working days or business days shall mean a period of days which is not a weekly holiday (ie. Saturday and Sunday) or a public holiday in Kuala Lumpur and/or Selangor Darul Ehsan;

(xii) where there are two (2) or more persons included or comprised in the expression "the Vendor" and/or "the Purchaser" the agreements covenants stipulations and undertakings expressed to be made by and on the part of the Vendor and/or the Purchaser shall be deemed to be made by or binding upon such persons jointly and severally; and

(xiii) unless prohibited by law, no rule of construction applies to the disadvantage of one party merely because that party was responsible for the preparation of this Agreement.

2. CONSIDERATION

2.1 The consideration to be paid by the Purchaser to the Vendor for the Property shall be a total sum of **Ringgit Malaysia Twenty-Four Million (RM24,000,000.00) only** (hereinafter referred to as the "**Purchase Price**"), which shall be paid or caused to be paid by the Purchaser to the Vendor or the Vendor's Solicitors as stakeholders in the following manner: -

(a) prior to the execution of this Agreement, the Purchaser had paid to the Vendor's solicitor as stakeholders, a sum of **Ringgit Malaysia Four Hundred and Eighty Thousand (RM480,000.00) only** (hereinafter referred to as the "**Earnest Deposit**"), being the refundable deposit and its receipt whereof shall be deemed and acknowledged by the Vendor as part payment towards the account of the Purchase Price;

(b) simultaneously with the execution of this Agreement, the Purchaser shall pay the remaining deposit which amounts to a sum of **Ringgit Malaysia One Million Nine Hundred and Twenty Thousand (RM1,920,000.00) only** (hereinafter referred to as the "**Balance Deposit**") as part payment towards the account of the Purchase Price in the following manner: -

(i) a sum of **Ringgit Malaysia Seven Hundred and Twenty Thousand (RM720,000.00) only** (hereinafter referred to as the "**Retention Sum**") to the Purchaser's Solicitors as stakeholders to be dealt in accordance with Clause 17.2 hereof. For the purpose of clarification and for the avoidance of doubt, the retention of the Retention Sum by the Purchaser's Solicitors shall be deemed and acknowledged by the Vendor as part payment towards the account of the Purchase Price; and

(ii) the balance of **Ringgit Malaysia One Million and Two Hundred Thousand (RM1,200,000.00) only** to the Vendor's Solicitors as stakeholders, the receipt whereof the Vendor hereby acknowledges as part payment towards the account of the Purchase Price.

For the purpose of clarification and for the avoidance of doubt, the Earnest Deposit and the Balance Deposit shall hereinafter collectively be referred to as the "**Deposit**". The Earnest Deposit and the Balance Deposit less the Retention Sum shall be released by the Vendor's Solicitors to the Vendor within **fourteen (14) days** from the Unconditional Date (as defined below);

(c) the balance of the Purchase Price of **Ringgit Malaysia Twenty-One Million Six Hundred Thousand (RM21,600,000.00) only** (hereinafter referred to as the "**Balance Purchase Price**") shall be paid or cause to be paid by the Purchaser or the Purchaser's Financier to the Vendor's Solicitors as stakeholders within a period of **ninety (90) days** from the Unconditional Date (hereinafter referred to as the "**Completion Period**"). In the event that the Balance Purchase Price or any part thereof is not paid within the Completion Period, the Vendor shall automatically grant an extension of **thirty (30) days** to the Purchaser after the expiry of the Completion Period (hereinafter referred to as the "**Extended Completion Period**") to pay the Balance Purchase Price or such part thereof remaining outstanding PROVIDED THAT the Purchaser shall pay to the Vendor's Solicitors as stakeholders an interest at the rate of **eight per centum (8%)** per annum (hereinafter referred to as the "**Late Payment Interest**") on the amount of the Balance

Purchase Price or such part thereof remaining outstanding commencing from the first day of the Extended Completion Period until the date of full payment by the Purchaser. The Late Payment Interest shall be determined/calculated on the basis of the actual number of days elapsed and a three hundred and sixty five (365) day year and shall accrue from day to day on simple interest.

For the purpose of clarification and for the avoidance of doubt, the date on which the Balance Purchase Price and the Late Payment Interest (if any) has been fully paid to the Vendor's Solicitors as stakeholders shall be referred to as the "**Completion Date**".

2.2 If any of the payments stipulated in Clause 2.1 is due on the date which is an Excluded Day, then the payment shall be made on the day next following which is not an Excluded Day.

2.3 Any excess of the Balance Purchase Price shall be released to the Vendor through the Vendor's Solicitors **fourteen (14) days** after presentation of all documents for registration to effect the transfer of the said Property to the Purchaser and a copy of the land office presentation receipt forwarded to the Vendor's Solicitors PROVIDED THAT legal possession of the said Property has been delivered to the Purchaser in accordance with Clause 8 below and the apportionment of all rates and outgoings in accordance with Clause 9 has been complied with.

2.4 The receipt by the Vendor's Solicitors of any part of the Purchase Price shall be sufficient discharge to the Purchaser of the sums so received.

2.5 For avoidance of doubt, in the event that the payment of the Balance Purchase Price, the late payment interest or any money due and payable by the Purchaser to the Vendor under this Agreement is made by way of Real-Time Electronic Transfer of Funds and Securities System (RENTAS) or e-payment or equivalent or the same is deposited/credited directly into the Vendor's Solicitors client's account or the account of the Vendor as the case may be, for the purpose of this Agreement, such payment shall only be deemed as received by the Vendor's Solicitors or the Vendor, as the case may be, on the date of the Vendor's Solicitors' receipt of the written notification together with the documentary proof that such payment has been made by the Purchaser or the Purchaser's Financier OR if any such payment(s) is/are made in the form of personal cheque/cashier's order/bank draft such payment(s) shall only deemed received by the Vendor's Solicitors upon the cheque/cashier's order/bank draft is confirmed cleared for payment by the Vendor's Solicitors' receiving bank provided that the Vendor's Solicitors presents the cheque/cashier's order/bank draft for clearance immediately upon receipt of the same before 4.00 p.m. otherwise, the said cheque/cashier's order/bank draft shall be treated received on the next following working day.

3. CONDITION PRECEDENT

3.1 This Agreement is conditional upon fulfillment of the following conditions precedent ("**Conditions Precedent**") within the **ninety (90) days** from the date of this Agreement (hereinafter referred to as the "**Conditional Period**") with an automatic extension of **one (1) month** (hereinafter referred to as "**Extended Conditional Period**") granted by the Vendor upon written request by the Purchaser: -

(a) the ultimate holding company of the Purchaser, WS-SK Target Group Limited, having obtained the approval of its shareholders in an extraordinary general meeting for the acquisition of the Property (hereinafter referred to as the "**Shareholders' Approval**");

(b) the Purchaser having obtained the approval of the relevant state authority pursuant to Section 433B of the National Land Code (Revised 2020) ("**State Authority's Approval**"); and

(c) the Purchaser having obtained financing of not less than sixty percent (60%) of the Purchase Price to part finance the Property (hereinafter referred to as the "**Purchaser's Loan**");

(The Shareholders' Approval, the State Authority's Approval and the Purchaser's Loan shall hereinafter be referred to as the "**Conditions Precedent**").

3.2 In the event the Conditions Precedent are not obtained, fulfilled and/or waived within the Conditional Period or Extended Conditional Period, as the case may be, the Parties hereby agree that this Agreement shall be rescinded and deemed mutually terminated, whereupon the Vendor and/or the Vendor's Solicitors shall refund the Deposit free from interest to the Purchaser within **seven (7) days** from the termination of this Agreement, failing which interest at the rate of **eight per centum (8%)** per annum to be calculated on a daily basis on the outstanding sum shall be imposed on the Vendor effective from the due date for the refund until the date of the Purchaser's actual receipt of the Deposit.

3.3 Thereafter this Agreement shall be terminated and shall be of no further force and effect and neither party hereto shall have any claims against the other save and except for any other antecedent breach.

3.4 The parties hereby agree that the Agreement shall become unconditional on the date which the last Conditions Precedent is fulfilled, obtained or waived (hereinafter referred to as the "**Unconditional Date**").

3.5 In view of the implementation of the Biometric Fingerprint Scanning for transactions valued at Ringgit Malaysia Five Million (RM5,000,000.00) and above by the Selangor Land Registry with effect from 2nd March, 2020, the Vendor and Purchaser shall at their sole costs and expenses within three (3) months from the Unconditional Date of this Agreement and upon written request from the Purchaser's Solicitors, attend to the biometric fingerprint scanning at the Selangor Land Registry. Parties shall forward to each other the confirmation document issued by the Selangor Land Registry for such fingerprint scanning. Without prejudice to the foregoing, the Vendor shall attend and complete the biometric fingerprint scanning within five (5) days from the date of receipt of the written request from the Purchaser's Solicitors and shall forthwith forward the relevant confirmation document to the Purchaser's Solicitors. In the event the Vendor fails to do so, the Completion Period shall automatically be extended, free of any late payment interest, by the number of days commencing from the expiry of the said five (5)-day period until the date of actual receipt by the Purchaser's Financier's Solicitors of the aforesaid confirmation document and the Vendor shall indemnify the Purchaser for all additional legal fees, financing costs and other expenses arising directly from such delay. Such failure shall constitute a material breach of this Agreement and shall entitle the Purchaser to seek specific performance and all other remedies available at law.

4. DELIVERY OF DOCUMENTS

4.1 Within **fourteen (14) working days** from the date of this Agreement, the Vendor shall deliver or caused to be delivered to the Purchaser's Solicitors as stakeholders the following documents: -

(a) the duly executed, valid and registrable (but unstamped and not adjudicated) memorandum of transfer ("**Memorandum of Transfer**") of the Property in favour of the Purchaser;

(b) three (3) certified true copies each of the Vendor's Form 9 and Forms 13 (if any) of the CA 1965 or equivalent forms under the CA 2016 and the Constitution, where applicable, certified as true by the Vendor's company secretary;

(c) three (3) certified true copies each of the Vendor's latest Memorandum and Articles of Association, the latest Forms 24, Form 44 and the certified true copy each and every page of the Form 49 or the equivalent under the CA 2016 certified as true by the Vendor's company secretary;

(d) three (3) certified true copies each of the identity cards of the authorised signatories of the Vendor executing this Agreement and the Memorandum of Transfer, certified as true by the Vendor's Solicitors (in colour);

(e) three (3) certified true copies each of the Vendor's Board of Director's and Member's resolution approving the disposal of the Property to the Purchaser and authorising the execution of this Agreement, the Memorandum of Transfer and all documents relating thereto with its common seal affixed in accordance with its Constitution/Articles of Association, on terms and conditions as set out in this Agreement, certified as true by the Vendor's company secretary;

(f) two (2) certified true copies of the current year quit rent, assessment, sewerage charges, sinking fund receipts (where applicable) as proof that all outgoings in relation to the said Property has been duly paid and settled up to date;

(g) two (2) certified true copies of the issue document of title to the said Property;

(h) particulars of the Vendor's income tax reference number and the branch office of the Inland Revenue Board where the Vendor files their tax returns; and

(i) any other documents reasonably requested by the Purchaser and incumbent upon the Vendor to provide, for the completion of the sale and purchase of the Property in favour of the Purchaser;

(hereinafter collectively referred to as the "**Vendor's Documents**").

4.2 Within **fourteen (14) working days** from the date of this Agreement, the Purchaser shall deliver to the Vendor's Solicitors as stakeholders the following documents: -

(a) two (2) certified true copies each of the Purchaser's latest Memorandum and Articles of Association, the latest Forms 24, 44 and two (2) certified true copies each and every page of the Form 49 or the equivalent under the CA 2016, certified as true by the Purchaser's company secretary;

(b) a certified true copy each of the Purchaser's Form 9 and all Forms 13 (if any) of the CA 1965 or equivalent forms under the CA 2016 and the Constitution, where applicable, certified as true by the Purchaser's company secretary;

(c) two (2) certified true copies each of the Purchaser's Board of Directors' resolution and Members' resolution approving the purchase of the Property and authorising the execution of this Agreement and Memorandum of Transfer together with all relevant documents with its common seal affixed in accordance with its Constitution/Articles of Association, on terms and conditions as set out in this Agreement, certified as true by the Purchaser's company secretary;

(d) two (2) certified true copies of the identity cards of the authorised signatories of the Purchaser executing this Agreement and the Memorandum of Transfer, certified as true by the Purchaser's Solicitors (in colour); and

(e) particulars of each of the Purchaser's income tax reference number;

(hereinafter collectively referred to as the "**Purchaser's Documents**").

4.3 At the appropriate time after the Purchaser's Solicitors' receipt of the Memorandum of Transfer as stakeholders, the Purchaser's Solicitors are hereby directed and authorised to: -

(a) submit the Memorandum Transfer to the Collector of Stamp Duties (herein be referred to as the "**Collector**") for adjudication purposes;

(b) arrange for payment of stamp duty as adjudicated; and

(c) thereafter forward the duly stamped and adjudicated Memorandum of Transfer to the solicitors acting for the Purchaser's Financier (hereinafter be referred to as the "**Purchaser's Financier's Solicitors**") for the release of the loan sum to the Vendor PROVIDED THAT the Differential Sum (as defined below) has been paid by the Purchaser to the Vendor's Solicitors as stakeholders.

4.4 The Parties hereto shall take all steps and execute and/or cause to be executed all documents as may be necessary to enable the Memorandum of Transfer to be adjudicated by the relevant authority for the purposes of determining the proper stamp duty payable on the conveyance of the Property and to register the same in favour of the Purchaser.

5. APPLICATION FOR LOAN

5.1 In the event the Purchaser shall apply to a financial institution (hereinafter referred to as the "**Purchaser's Financier**") for a Loan on the security of a charge (hereinafter referred to as the "**Purchaser's Financier's Charge**") over the Property to finance the payment of the Balance Purchase Price, the Vendor shall within **fourteen (14) days** from the date of receipt by the Vendor's Solicitors of the written notification by the Purchaser's Financier's Solicitors forward to the Purchaser's Solicitors:-

(a) an undertaking in writing from the Vendor addressed directly to the Purchaser's Financier wherein the Vendor undertakes to refund or cause to be refunded to the Purchaser's Financier all moneys released by the Purchaser's Financier to the Vendor or the Vendor's

Solicitors as stakeholders towards the account of the Purchase Price in the event that the Memorandum of Transfer cannot be registered for any reason whatsoever resulting in the non-registration of the Purchaser's Financier's Charge (hereinafter referred to as the "**Vendor's Undertaking**");

(b) a redemption statement cum letter of undertaking in writing from the Vendor's Financiers addressed directly to the Purchaser's Financier in respect of the following (hereinafter referred to as the "**Vendor's Financiers' Undertaking**"): -

(i) the Vendor's Financiers' statement as to the amount of the redemption sum payable to redeem the Property (hereinafter referred to as the "**Redemption Sum**");

(ii) an undertaking, upon receipt of the Redemption Sum, to execute a valid and registrable withdrawal of private caveat and the discharge of charge in respect of the Vendor's Financier's Charge (hereinafter referred to as the "**Discharge of Charge**") and thereafter to deliver the same to the Vendor's Solicitors together with the duplicate charge(s) in respect of the Vendor's Financier's Charge (hereinafter referred to as the "**Duplicate Charge**"), the original Title and all other relevant security documents; and

(iii) to refund the Redemption Sum in the event that the Discharge of Charge cannot be registered at the relevant land office/registry for any reason whatsoever.

(c) such other documents as may be reasonably required by the Purchaser's Financier.

5.2 In the event the Purchaser's Solicitors or the Purchaser's Financier's Solicitors do not receive the documents provided in Clause 5.1 above within **fourteen (14) days** from the date of receipt by the Vendor of the said notification of writing by the Purchaser's Financier's Solicitors, the Completion Period shall be automatically extended free of late payment interest, for the number of days in excess of the stipulated **fourteen (14) days** taken in forwarding the aforesaid documents up to the actual receipt by the Purchaser's Financier's Solicitors of the same.

6. <u>REDEMPTION</u>

6.1 The Vendor shall subject to the receipt by the Vendor's Solicitors of the Purchaser's Financier's Undertaking (as defined herein) and the Differential Sum (as defined herein), within **fourteen (14) days** of the Vendor's Financier's receipt of the Redemption Sum forward or procure to be forwarded: -

(a) the duly executed Discharge of Charge;

(b) the Duplicate Charge;

(c) the withdrawal form of the Private Caveat (if applicable);

(d) the original issue document of title to the Property (herein be referred to as the "**Original Title**"); and

(e) all other relevant documents pertaining to the Property which are in the possession of the Vendor's Financier together with the requisite stamp duty and registration fee for discharge process thereof,

(herein collectively be referred to as the "**Discharge Documents**") to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, as the case may be, as stakeholders, failing which the Completion Period shall be automatically extended free of the interest for the number of days in excess of the stipulated **fourteen (14) days** taken in forwarding the aforesaid documents to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, as the case may be.

6.2 The Parties hereto hereby agree that the Balance Purchase Price shall be first utilised to redeem the Property from the Vendor's Financiers and the Purchaser is hereby authorised to utilise such part or portion of the Balance Purchase Price to pay to the Vendor's Financiers directly for the purpose of redeeming the Property from the Vendor's Financiers and all such payments made to the Vendor's Financiers from the Balance Purchase Price shall be deemed and acknowledged by the Vendor to be payments made towards the account of the Purchase Price.

6.3 In the event that the Balance Purchase Price is not sufficient to redeem the Property from the Vendor's Financiers, the Vendor shall within **fourteen (14) days** upon receipt by the Vendor or the Vendor's Solicitors (as the case may be) of the Vendor's Financiers' Undertaking, pay to the Vendor's Financiers such additional amount as may be necessary to redeem the Property from the Vendor's Financiers, failing which the Completion Period shall be automatically extended free of late payment interest, for the number of days in excess of the stipulated **fourteen (14) days** taken in redeeming the Property.

7. PRESENTATION / REGISTRATION

7.1 The Purchaser's Solicitors or the Purchaser's Financier's Solicitors, as the case may be, shall be unconditionally and irrevocably authorised and required to present the Memorandum of Transfer and all other relevant documents for registration at the relevant land office/registry, upon: -

(a) the Purchaser's Solicitors' or the Purchaser's Financier's Solicitors, as the case may be, receipt of Discharge Documents, Vendor's Documents and all other relevant documents necessarily required for registration of the Memorandum of Transfer in favour of the Purchaser at the relevant land office/registry (herein collectively be referred to as the "**Completion Documents**"); or

(b) upon the Vendor's Solicitors' receipt of: -

(1) the original letter of undertaking from the Purchaser's Financier to the Vendor in accordance with the usual practice of the Purchaser's Financier (herein be referred to as the "**Purchaser's Financier's Undertaking**"); and

(2) the amount of the difference between the Balance Purchase Price and the Loan (if any) received by the Vendor's Solicitors as stakeholders (herein be referred to as the "**Differential Sum**") on or before the Completion Period or the Extended Completion Period, as the case may be.

7.2 The Vendor's Solicitors shall be authorised, upon their receipt thereof, to release to the Vendor the Balance Purchase Price or any part thereof after deducting and setting off:-

(a) all outgoings of the Property for which the Vendor is liable to pay upon apportionment thereof, if any;

(b) all tenancy deposits (including the security deposit, utility deposit and any other refundable deposits, whichever is applicable) payable by the Vendor to the Purchaser pursuant to Tenancy Agreement as set out in Clause 9A below; and

(c) any other sums which the Vendor is required to pay or reimburse to the Purchaser under this Agreement;

after expiry of the **fourteen (14) days** from the presentation of the Memorandum of Transfer and/or Charge (if applicable) for registration at the relevant land office/registry PROVIDED THAT (i) the legal possession of the said Property has been delivered to the Purchaser, (ii) the Vendor having shown proof that all outgoings, including but not limited to the quit rent, assessment rates, sewerage charges, service/maintenance charge, sinking fund, electricity and water bills have been paid to the relevant authorities as of the Legal Possession Date (as defined below) and (iii) the Vendor has duly refunded or settled all amounts referred to in paragraphs (b) and (c) above, failing which the Purchaser shall be entitled, at its sole discretion, to deduct and set-off such outstanding amounts against the Balance Purchase Price or any other monies payable to the Vendor under this Agreement.

8. DELIVERY OF LEGAL POSSESSION

8.1 Legal possession of the Property shall be delivered by the Vendor to the Purchaser on an "as is where is" basis as at the Date of Inspection (fair wear and tear excepted) free from all caveats, liens, charges, encumbrances on the Completion Date and/or on the date of receipt of the Balance Purchase Price (whichever is applicable) by the Vendor's Solicitors together with payment of late payment interest (if any) and apportioned outgoings payable by the Purchaser.

The Vendor's Solicitors shall deliver to the Purchaser or the Purchaser's Solicitors the computation of late payment interest (if any) and the apportionment of outgoings supported by official receipt and/or statement of account within the next **three (3) working days** from the Completion Date.

8.2 For the purpose of this Agreement, the date of actual delivery of the legal possession by the Vendor to the Purchaser shall be referred to as the "**Legal Possession Date**".

9. LAWFUL OUTGOINGS

9.1 All quit rent, assessment, tax, rates, sewerage charges and all other outgoings payable in respect of the Property shall be borne and fully settled by the Vendor as and when they shall become due and payable up to and including the Legal Possession Date and shall be apportioned between the Parties as at twelve midnight on such date. Each Party shall within **seven (7) working days** of the apportionment date pay its apportionment to the other Party who has paid such outgoings and charges upon production by the other Party of the relevant receipts thereof.

9.2 If necessary, the Vendor's Solicitors are hereby irrevocably authorised to retain a sufficient sum from the Balance Purchase Price to settle on behalf of the Vendor any outstanding charges owing to the relevant authorities in respect of the Property and shall forthwith forward copies of receipts for the Property to the Purchaser's Solicitors prior to the release of the prior to the release of the remaining balance purchase price to the Vendor.

9.3 The Vendor hereby expressly agrees covenants and undertakes to indemnify and reimburse the Purchaser in respect of any lawful payment made or any outgoing paid by the Purchaser for which the Vendor is liable under the provisions of this Agreement within **seven (7) working days** of demand being made by the Purchaser.

9.4 The Parties undertakes to do all such acts and things as may be required to inform all the relevant authorities and the management corporation (if applicable) of the change of ownership of the Property upon the completion of the sale and purchase herein and to pay all costs and expenses arising there from or in connection therewith.

9.5 It is hereby agreed and declared that the solicitors of the Parties hereto shall not be held responsible or liable in any event for ensuring and filing of any change of ownership form with any authorities whatsoever and the parties shall proceed at their own costs and expenses.

9A. EXISTING TENANCY

9A.1 Upon Completion Date, the Parties hereby agree that:-

(a) the Tenancy Agreement shall automatically terminate and cease to have any further force or effect, without prejudice to any rights and obligations of the parties accrued prior to such termination;

(b) the Vendor shall refund to the Purchaser on the Completion Date all tenancy deposits (including the security deposit, utility deposit and any other refundable deposits, whichever is applicable) paid by the Purchaser pursuant to the Tenancy Agreement. In the event the Vendor fails to refund any such deposits in full on the Completion Date, the Purchaser shall be entitled, at its sole discretion, to deduct or set-off the amount outstanding against the Balance Purchase Price or any other monies payable by the Purchaser to the Vendor under this Agreement;

(c) all rental and other recurring outgoings payable under the Tenancy Agreement shall be apportioned as at the Completion Date. The Vendor shall be entitled to the rent accrued up to and including the Completion Date, and any rent, service charges or other sums paid by the Purchaser in advance in respect of any period after the Completion Date shall be refunded by the Vendor to the Purchaser on the Completion Date. In the event any refund or adjustment remains outstanding, the Purchaser shall be entitled, at its sole discretion, to deduct or set-off the amount outstanding against the Balance Purchase Price or any other monies payable by the Purchaser to the Vendor under this Agreement; and

(d) save as expressly provided in this Agreement, neither Party shall have any further rights or obligations against the other under the Tenancy Agreement following the Completion Date.

10. <u>PRIVATE CAVEAT</u>

10.1 Upon the execution of this Agreement, the Purchaser shall be entitled at the Purchaser's own cost and expense to present and register a private caveat on the Property to protect the Purchaser's interests in the Property prior to the completion of the Agreement (hereinafter referred to as the **"Private Caveat"**).

10.2 The Purchaser shall simultaneously with the execution of the Private Caveat, execute and deposit with the Purchaser's Solicitors the duly executed withdrawal of private caveat forms and the requisite registration fees and in the event that this Agreement is lawfully terminated, the Purchaser's Solicitors shall be authorised to present the withdrawal of private caveat for registration at the relevant land office/registry within **fourteen (14) days** from the date this Agreement is lawfully terminated.

11. <u>VENDOR'S REPRESENTATIONS AND WARRANTIES</u>

11.1 The Vendor hereby represents and warrants to the Purchaser from the date of this Agreement until the Completion Date that: -

(a) the matters set out in the Recitals are true, accurate and correct;

(b) the Vendor is the sole legal and registered owner of the Property, with full power and authority to sell the Property and that save and except for the Vendor's Financier's Charge, the Vendor has not encumbered and shall not, from the date of this Agreement until the Completion Date, create, grant, permit or suffer to subsist, any mortgage, charge, lien, caveat, trust, beneficial interest, nominee arrangement or any other encumbrance or third-party right or interest whatsoever over or affecting the Property, nor shall the Vendor do or omit to do anything which may adversely affect the Vendor's ability to transfer good, marketable and registrable title to the Purchaser in accordance with this Agreement;

(c) the Vendor has the power and legal capacity to enter into, execute, deliver and perform the terms of this Agreement and that in doing so the Vendor is not contravening any law nor breaching any contractual obligation on the Vendor's part whatsoever;

(d) save as disclosed hereof this Agreement, the Vendor has not entered into any agreement with any person, firm or company to sell the Property or any part thereof or grant any tenancy, lease, option, license, easement or any other right whatsoever over or in respect of the Property or any part thereof to any person, firm or company, and in the event of such agreement, that the Vendor has lawfully terminated and/or revoke;

(e) the Vendor is not wound-up and to the best of the Vendor's knowledge that there is no winding-up proceeding threatened and/or pending against the Vendor and to the best of the Vendor's knowledge that there is no legal proceeding threatened and/or pending against the Vendor which may impede the Vendor's ability to perform its duties under this Agreement;

(f) there is no past and/or existing government acquisition on the Property or any part or portion thereof and the Vendor has not received any notice(s), order, directive, requisition, enforcement action, investigation, prosecution or requirement from any federal, state or local governmental or other authority or statutory board which remains outstanding and may prejudice or affecting the Vendor's title to the Property or adversely affect the present or continued use and enjoyment by the Vendor or heirs or which may subject the Vendor or their heirs to any charge or liability and that the Vendor shall immediately give notice to the Purchaser of any such notice(s), order(s) and/or requirement(s) received from any federal, state or local governmental or other authority or statutory board at any time after the date of this Agreement. The Vendor shall immediately notify the Purchaser upon becoming aware of or receiving any such notice, order, directive, requisition, enforcement action, investigation, prosecution or requirement at any time after the date of this Agreement and prior to the Completion Date;

(g) there are no litigation, arbitration or administrative proceedings presently current or pending or threatened against the Vendor which proceedings might affect the Vendor's ability to perform this Agreement or frustrate the completion of the transaction hereunder;

(h) all quit rents and assessments and other outgoings levied or imposed on the Property (inclusive of any penalty and/or interests) has been or will be duly paid up to date and no event of default has occurred that could or might entitle the appropriate authority to forfeit the Property or any part thereof;

(i) the Vendor has observed and complied with all conditions covenants restrictions and category of land use, express or implied, binding on the Property or otherwise howsoever affecting the Property;

(j) that there are no amounts or any claims (disputed or otherwise) due to any person/body/corporation/authority in respect of the Property, no event has happened which could or might affect the ability of the Vendor(s) to observe or perform their obligations under this Agreement or render this Agreement invalid;

(k) the said Property is in good condition; and

(l) the Vendor acknowledges that the Purchaser entered into this Agreement on the basis of and in full reliance of the aforesaid representations and warranties.

11.2 The truth and correctness of the matters stated in the representations and warranties as set out in Clause 11.1 hereof shall form the basis of the Purchaser's commitment to purchase the Property in accordance with the provisions of this Agreement and the Vendor further warrants, represents and undertakes to the Purchaser that the representations and warranties shall remain true and correct in all material respects and not misleading at date of this Agreement and the registration of the Memorandum of Transfer in favour of the Purchaser as if they had been entered into afresh at the date of the registration of the Memorandum of Transfer in favour of the Purchaser. The Vendor shall immediately notify the Purchaser upon becoming aware of any fact, matter, circumstance or event which renders, or is likely to render, any of the representations or warranties untrue, inaccurate, incomplete or misleading in any material respect, and shall, at its own costs and expenses, promptly take all necessary steps to remedy or rectify the same to the Purchaser's reasonable satisfaction.

11.3 If any representation or warranty is found to be untrue, inaccurate, incomplete or misleading in any material respect, or if the Vendor fails to remedy or rectify the same within such reasonable period as may be specified by the Purchaser, the Purchaser shall, without prejudice to its rights under Clause 11.4 and any other rights or remedies available under this Agreement or at law, be entitled, at its sole discretion, to:-

(a) require the Vendor to remedy or rectify such breach to the Purchaser's reasonable satisfaction;

(b) defer Completion Period until such breach has been fully remedied or rectified;

(c) withhold, deduct or set-off from the Balance Purchase Price any amount reasonably required to secure the Vendor's obligations pending the full remedy or rectification of such breach; and/or

(d) seek specific performance, injunctive relief or any other equitable or legal relief to enforce the Vendor's obligations under this Agreement.

The representations, warranties and undertakings contained in this Clause shall survive Completion and shall remain binding on the Vendor notwithstanding Completion.

11.4 The Vendor shall at all times indemnify, save harmless and keep indemnified the Purchaser against all actions, proceedings, damages, penalties, costs, claims and demands by reason or on account of any breach or misrepresentation or non-fulfilment of the declarations, representations, warranties, covenants and undertakings set forth in this Clause 11.1 herein or any of them.

12. PURCHASER'S REPRESENTATIONS AND WARRANTIES

12.1 The Purchaser hereby represents and warrants to the Vendor from the date of this Agreement until Completion Date that: -

(a) that the Purchaser is not wound up and there are no winding-up proceedings pending against the Purchaser;

(b) there are no pending suits, legal proceedings or claims against the Purchaser which may affect in any way the Purchaser's rights to acquire the Property in accordance with this Agreement or frustrate the completion of the sale and transfer of the Property to the Purchaser;

(c) the Purchaser shall at all times at its own expense comply with and shall not do or omit to do or permit or suffer to be done or omitted any acts or omissions which may contravene or violate the provisions or requirements of this Agreement or the provisions or requirements imposed by a relevant authority or by any existing or future legislation in relation to this Agreement; and

(d) the Purchaser has the capacity to enter into this Agreement and to purchase the Property in accordance with the terms and conditions herein contained.

12.2 The Purchaser further warrants, represents and undertakes to the Vendor that the representations and warranties shall remain true and correct in all material respects and not misleading at date of this Agreement and the registration of the Memorandum of Transfer in favour of the Purchaser as if they had been entered into afresh at the date of the registration of the Memorandum of Transfer in favour of the Purchaser. If any representation or warranty shall at any time hereafter be found to have been incorrect in any material aspect then and in such event the Vendor shall have the right at their discretion to terminate this Agreement at any time prior to the Completion Period or the Extended Completion Period and upon such termination the provisions of Clause 13.1 hereof shall so far as applicable apply mutatis mutandis.

13. <u>DEFAULT BY THE PURCHASER</u>

13.1 In the event the Purchaser shall default in payment of the Balance Purchase Price in accordance with this Agreement or in the event the Purchaser shall be in breach of any material provision of this Agreement or the Memorandum of Transfer is not accepted or is rejected for registration or is not registered due to the default, willful neglect, omission or blameworthy conduct on the part of the Purchaser, and, and thereafter such failure or breach is not remedied by the Purchaser within **thirty (30) days** after the Vendor shall have given written notice to the Purchaser's Solicitors for the Purchaser to remedy such failure or breach or such extended period to be granted by the Vendor PROVIDED THAT without any fault of the Vendor and the Vendor have complied with all the terms herein, the Vendor shall be entitled to terminate this Agreement by giving written notice to the Purchaser and forfeit the Deposit as agreed liquidated damages but all other payments made towards the Purchase Price shall be refunded to the Purchaser free of interest within **fourteen (14) days** from the date of the notice of termination issued by the Vendor FAILING WHICH interest at the rate of **eight per centum (8%) per annum** calculated on daily basis shall be charged on the Vendor on such sums remain outstanding from the date the same is due until the whole sum thereof including the interest thereto is fully realised and in simultaneous exchange for the refund thereof, the Purchaser shall, at its own cost and expenses:-

(a) re-deliver legal possession of the Property to the Vendor in the same state and condition as at the Legal Possession Date if the same has been delivered to the Purchaser in accordance with the provisions of this Agreement without any rental or compensation being payable;

(b) forthwith remove all encumbrances and/or caveats, if any, within stipulated time herein at the Purchaser's costs and expense on the Property attributable to the Purchaser and/or the Purchaser's Financier; and

(c) return or cause to be returned to the Vendor of all the Completion Documents (if the same has already been delivered to the Purchaser and is still in its possession) with the Vendor's interest intact save and except for the Memorandum of Transfer which shall be redelivered to the Vendor after the Purchaser has made a claim for the refund of the stamp duty paid thereon, and the said stamp duty having been refunded and the Purchaser's receipt of the Memorandum of Transfer from the relevant stamp office (where applicable);

whereupon this Agreement shall terminate and cease to be of any further effect but without prejudice to any right, which either Party may be entitled to against the other Party in respect of any antecedent breach of this Agreement.

14. DEFAULT BY THE VENDOR

14.1 In the event the Vendor shall fail to comply observe or be in breach of any provision of this Agreement or in the event that any of the representations or warranties of the Vendor is untrue or incorrect or misleading in any respect or the Memorandum of Transfer is not accepted or is rejected for registration or is not registered for any reason whatsoever due to the default, willful neglect, omission on the part of the Vendor, and such failure or breach or reason for non-registration is not remedied by the Vendor within **thirty (30) days** after the Purchaser shall have given written notice to the Vendor to remedy such failure or breach or such extended period to be granted by the Purchaser, the Purchaser shall unless there are express provisions hereinafter contained to the contrary, be entitled to:-

(a) the remedy at law for specific performance of this Agreement and all costs and expenses incurred by the Purchaser in connection therewith shall be borne and paid by the Vendor including the Purchaser's Solicitors' charges on a solicitor and client basis Provided Always That nothing herein contained shall in any way affect or prejudice any other rights or remedies which the Purchaser may have in law; or

(b) the Purchaser shall be entitled to terminate this Agreement by giving written notice to the Vendor and the Vendor shall, within **fourteen (14) days** of receipt by the Vendor of notice in writing from the Purchaser of such event, refund to the Purchaser all monies paid by the Purchaser towards the Purchase Price under this Agreement free of interest together with an additional sum equivalent to the Deposit as agreed liquidated damages FAILING WHICH interest at the rate of **eight per centum (8%) per annum** calculated on daily basis shall be charged on the Vendor on such sums remain outstanding from the date the same is due until the whole sum thereof including the interest thereto is fully realised and in simultaneous exchange thereof, the Purchaser shall:-

(i) re-deliver legal possession of the Property to the Vendor in the same state and condition as at the Legal Possession Date if the same has been delivered to the Purchaser in accordance with the provisions of this Agreement without any rental or compensation being payable;

(ii) forthwith remove all encumbrances and/or caveats, if any, within stipulated time herein at the Purchaser's costs and expense on the Property attributable to the Purchaser and/or the Purchaser's Financier; and

(iii) return or cause to be returned to the Vendor of all the Completion Documents (if the same has already been delivered to the Purchaser and is still in its possession) with the Vendor's interest intact save and except for the Transfer which shall be redelivered to the Vendor after the Purchaser has made a claim for the refund of the stamp duty paid thereon, and the said stamp duty having been refunded and the Purchaser's receipt of the Transfer from the relevant stamp office (where applicable);

whereupon this Agreement shall terminate and cease to be of any further effect but without prejudice to any right, which either Party may be entitled to against the other Party in respect of any antecedent breach of this Agreement.

15. NON-REGISTRATION OF THE MEMORANDUM OF TRANSFER

15.1 In the event that the Memorandum of Transfer in respect of the Property cannot be registered in favour of the Purchaser with the relevant land office/registry or the Purchaser's Financier's charge in respect of the Property cannot be registered in favour of the Purchaser's Financier or is non-effective for any reason whatsoever other than through any default neglect omission or blameworthy conduct of the Parties hereto, which defect cannot be rectified by the parties herein within **thirty (30) days** from the date of rejection or non-registration is made known to the Purchaser or such other extended period as the Parties may mutually agree upon, this Agreement shall be automatically terminated whereupon the Vendor shall within **fourteen (14) days** from the date of receipt by the Vendor of written notice from the Purchaser's Solicitors to refund to the Purchaser all money paid by and on behalf of the Purchaser to the Vendor and Vendor's Solicitors towards the Purchase Price and all other moneys (if any) payable by the Purchaser to the Vendor pursuant to and under the terms of this Agreement in respect of the purchase of the Property, free of interest, including the Deposit FAILING WHICH the Vendor shall pay interest at the rate of **eight per centum (8%) per annum** calculated on daily basis on such monies remain outstanding from the date the same is due until the whole sum thereof including the interest thereto is fully realised and in simultaneous exchange for:-

(i) re-deliver legal possession of the Property to the Vendor in the same state and condition as at the Legal Possession Date if the same has been delivered to the Purchaser in accordance with the provisions of this Agreement without any rental or compensation being payable;

(ii) forthwith remove all encumbrances and/or caveats, if any, within stipulated time herein at the Purchaser's costs and expense on the Property attributable to the Purchaser and/or the Purchaser's Financier; and

(iii) return or cause to be returned to the Vendor of all the Completion Documents (if the same has already been delivered to the Purchaser and is still in its possession) with the Vendor's interest intact save and except for the Transfer which shall be redelivered to the Vendor after the Purchaser has made a claim for the refund of the stamp duty paid thereon, and the said stamp duty having been refunded and the Purchaser's receipt of the Transfer from the relevant stamp office (where applicable);

whereupon this Agreement shall terminate and cease to be of any further effect but without prejudice to any right, which either Party may be entitled to against the other Party in respect of any antecedent breach of this Agreement.

15.2 In the event that the Memorandum of Transfer has been adjudicated and stamped, the Purchaser shall be entitled to surrender the Memorandum of Transfer to the relevant stamp office for the purpose of seeking refund of the stamp duty paid in the event of lawful termination of this Agreement in accordance with Clause 13, Clause 14 and Clause 15 hereof.

16. GOVERNMENT ACQUISITION

16.1 The Vendor hereby warrants and undertakes to the Purchaser that as at the date of this Agreement, the Vendor has no knowledge nor any reason to believe that the Property or any part or portion thereof has been acquired or is subject to acquisition or intended acquisition by any governmental statutory urban municipal or other authority or that any advertisement in the Government Gazette of such intention has been published pursuant to either Section 4 or Section 8 of the Land Acquisition Act, 1960. In the event of the Government or any other authority having power in that behalf acquiring the Property for any purpose whatsoever between the date of this Agreement but prior to the presentation for registration of the Memorandum of Transfer, the Purchaser shall have the right within **fourteen (14) days** from the date of receipt of such notice from the Vendor's Solicitors or the Vendor (which notice the Vendor undertakes to deliver to the Purchaser and/or the Purchaser's Solicitors forthwith upon receipt thereof) to elect either: -

(a) to terminate this Agreement and the Purchaser shall give a notice of such of his intention in writing to the Vendor and the Vendor shall within **thirty (30) days** from the date of receiving the termination notice refund or caused to be refunded to the Purchaser all moneys including the Deposit paid towards account of the Purchase Price free of interest in simultaneous exchange for: -

(i) re-deliver legal possession of the Property to the Vendor in the same state and condition as at the Legal Possession Date if the same has been delivered to the Purchaser in accordance with the provisions of this Agreement without any rental or compensation being payable;

(ii) forthwith remove all encumbrances and/or caveats, if any, on the Property attributable to the Purchaser and/or the Purchaser's Financier; and

(iii) return or cause to be returned to the Vendor of all the Completion Documents (if the same has already been delivered to the Purchaser and is still in its possession) with the Vendor's interest intact save and except for the Transfer which shall be redelivered to the Vendor after the Purchaser has made a claim for the refund of the stamp duty paid thereon, and the said stamp duty having been refunded and the Purchaser's receipt of the Transfer from the relevant stamp office (where applicable);

thereafter this Agreement shall terminate and cease to be of any further effect but without prejudice to any right, which either Party may be entitled to against the other Party in respect of any antecedent breach of this Agreement; or

(b) to continue with the purchase of the Property and in such event the Vendor shall immediately notify the Government or acquiring authority of the Purchaser's interest in the Property and the terms of this Agreement and shall immediately upon having notice of such acquisition notify the Purchaser accordingly. Subject to the full payment of the Purchase Price by the Purchaser, the Vendor undertakes and shall forthwith upon receiving all benefits and moneys payable by way of compensation paid pursuant to such acquisition pay the same to the Purchaser. The Vendors shall in all matters concerning such acquisition act upon the instructions and at the cost of the Purchaser and shall do all acts and things as may reasonably be required by the Purchaser for the purpose of obtaining the best compensation payable. To the extent that the compensation received exceeds the Purchase Price and all other sums payable by the Purchaser under this Agreement, the Vendors shall promptly within **three (3) working days** pay the excess to the Purchaser.

16.2 In the event that the Purchaser shall fail to within **fourteen (14) days** from its receipt of such notice of acquisition or intended acquisition from the Vendor, serve its notice in writing to the Vendor whether to continue with the sale and purchase of the Property or to terminate the sale and purchase of the Property pursuant to Clause 16.1, the Purchaser shall be deemed to have elected to continue with the sale and purchase of the Property and the provision in Clause 16.1(b) shall apply.

17. REAL PROPERTY GAINS TAX

17.1 The Parties hereby expressly agree, covenant and undertake with each other that the Parties shall individually and at their own costs file their respective returns to the Director-General of Inland Revenue (hereinafter be referred to as the "**DGIR**") in connection with their respective disposal and acquisition of the Property within **sixty (60) days** from the date of this Agreement.

17.2 The Parties hereto understand and acknowledge that pursuant to Section 21B of the Real Property Gains Tax Act 1976 ("hereinafter referred to as the "**RPGT Act**"), the Purchaser through Purchaser's Solicitors shall retain the Retention Sum which is equivalent to three per centum (3%) of the Purchase Price to the DGIR as the Real Property Gains Tax (hereinafter referred to as the "**RPGT**") and the Parties hereto authorise the Purchaser's Solicitors to pay the Retention Sum to the DGIR within **forty (40) days** from the date of this Agreement.

17.3 Notwithstanding the above, the Vendor hereby agrees to indemnify and keep the Purchaser and the Purchaser's Solicitors fully indemnified against all actions, proceedings, prosecutions, claims, demands, costs, damages, losses, fines or penalties which may be brought made or levied against or suffered by the Purchaser and the Purchaser's Solicitors as a result of the Vendor's non-compliance, if any, with any of the provisions of this clause, the RPGT Act and/or its

Amendment Acts.

17.4 The Parties hereby covenant and agree with each other that they shall also comply with all necessary directives that may be issued by the DGIR. For this purpose, each Party will, within **seven (7) working days** from a written request made, furnish to the other Party the relevant details necessary for the submission of the return forms.

17.5 In the event there is any modification or changes to the RPGT, the parties hereto including their solicitors shall comply with such modification or changes notwithstanding the provision of this Agreement.

18. MISCELLANOUS

18.1 Costs and expenses

(a) Each party shall bear their own solicitor's fees and charges in connection with and incidental to this Agreement.

(b) The Vendor shall bear all fees, costs and charges in connection and incidental to the procurement of the Completion Documents. The Vendor shall bear all cost and expense for the preparation, stamp duties, obtaining approval from relevant authority, registration fees and penalty for the discharge of charge, if any or the removal of all encumbrances in relation to the Property in order to deliver the Property free from encumbrances to the Purchaser and the penalty on the late registration of the Memorandum of Transfer if in the event the penalty is a result of the delay by the Vendor in forwarding the Completion Documents.

(c) Apart there from and save as otherwise provided in this Agreement, the stamp duties (inclusive of penalty registration fee) and registration fees payable in connection with and incidental to this Agreement, Memorandum of Transfer and the Purchaser's Financier's Charge shall be borne by the Purchaser. It is hereby agreed that if the Collector of Stamp Duty or any other competent authority shall at any time hereafter value the Property at a value higher than the Purchase Price stated herein, the Purchaser shall be liable to pay any additional stamp duty required and any penalty which may be imposed by the Collector of Stamp Duty or any competent authority.

(d) The quit rents, assessment, and maintenance charges (if any in respect of the said Property shall be apportioned between the Parties at the Legal Possession Date.

18.2 <u>Time to be of the essence</u>

Time wherever mentioned shall be deemed to be and treated as of the essence of this Agreement.

18.3 <u>Risk</u>

(a) The Property shall be at the sole risk of the Vendor until the Legal Possession Date. Thereafter the Property shall be at the risk of the Purchaser.

(b) In the event the Property or any part thereof shall at any time before the Legal Possession Date be damaged or destroyed by Act of God, fire, flood, earthquake, bad weather or any other causes beyond the control of the Vendor rendering the Property substantially damaged beyond repair, the Purchaser shall be entitled elect to: -

(i) terminate this Agreement by giving notice in writing to that effect to the Vendor and upon such termination, the Vendor shall refund to the Purchaser all moneys paid by or on behalf of the Purchaser under and pursuant to this Agreement, free of interest, including the Deposit within **fourteen (14) days** of termination FAILING WHICH the Vendor shall pay to the Purchaser interest at the rate of **eight per centum (8%) per annum** calculated on daily basis on such moneys remain outstanding from the expiry of the fourteenth (14th) day until the date of full settlement and upon the receipt of such refund, the Purchaser shall return the Completion Documents to the Vendor with the Vendor's interest intact, remove all encumbrances and/or caveats, if any, on the Property attributable to the Purchaser and/or the Purchaser's Financier and THEREAFTER this Agreement shall terminate and cease to be of any further effect and each party shall not have any claim against each other save and except for any antecedent breach; or

(ii) continue with this Agreement of which the Vendor shall at the Vendor's own costs and expense restore the Property to its original state and condition as at the date of the Purchaser's inspection of the said Property prior to the date of this Agreement and the Purchaser shall upon the Property completely restored to the satisfaction of the Purchaser pay the Balance Purchase Price to the Vendor and such time taken by the Vendor to restore the Property shall be excluded from the computation of the Completion Period or the Extended Completion Period, as the case may be.

18.4 Force Majeure

(a) Notwithstanding any provision to the contrary contained herein, either Party (hereinafter referred to as the "**Affected Party**") shall not be in breach of its obligations under this Agreement or be liable for any loss or damage to the other Party for any failure or delay by the Affected Party in performing any of its obligations hereunder if such performance by the Affected Party is delayed, hindered or prevented due to: -

(i) war (whether declared or not), hostilities invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;

(ii) natural catastrophe including but not limited to earthquakes, floods, storm, typhoon, landslide, tidal wave, tsunami, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;

(iii) break down or adverse weather (including but not limited to the monsoon);

(iv) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest, other industrial disturbances;

(v) infectious disease, contagious disease, pandemic or epidemic or any occurrence that is harmful to the parties herein or society or under Prevention and Control of Infectious Disease Act 1988;

(vi) act of authority or government whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, seizure of works, requisition, nationalisation;

(vii) general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of premises; and

(viii) such other event beyond the reasonable control of the parties,

then the Completion Period shall be extended accordingly on the number of days delayed free of interest. If there is any inconsistency between this clause and other clause of this agreement, this clause shall prevail.

(b) For the purpose of clarification and for the avoidance of doubt, in the event the presentation receipt in respect of the Memorandum Transfer is issued within **seven (7) working days** from the date of presentation of the Memorandum of Transfer at the relevant land office/registry, the date of its receipt of the presentation receipt in respect of the Memorandum of Transfer shall be deemed as the date of successful presentation. In the event it takes more than **seven (7) working days** for land office/registry to issue such presentation receipt, the day immediately after the expiry of the said **seven (7) working days** shall be deemed as the date of successful presentation.

(c) In the event due to infectious disease, contagious disease, pandemic or epidemic the relevant land office/registry and/or the Parties' Solicitors' office is closed for sanitization resulting in certain obligation(s) of the Parties cannot be performed, the parties hereby agree that time shall be suspended during the period of such closure whereupon the calculation of the time for parties to perform the said obligation shall only recommence upon the expiry of such closure.

18.5 Continuing effect

Notwithstanding anything to the contrary herein this Agreement contained, all representations, warranties, covenants, agreements, undertakings and obligations under this Agreement shall continue to subsist for so long as may be necessary to give effect to each and every of them in accordance with the terms thereof.

18.6 Knowledge or acquiescence

Knowledge of or acquiescence by either Party of any breach of any of the terms, conditions or covenants herein this Agreement contained shall not operate as or be deemed to be a waiver of such terms, conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, each Party shall be entitled to exercise its respective rights under this Agreement and to require strict performance by the other of the terms, conditions and covenants herein. No single or partial exercise of any right power or privilege by any Party shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.

18.7 Notices

(a) Any notice or other document to be given by either Party or their solicitors shall be in writing and deemed to be properly served if delivered by hand or sent by postal delivery or by facsimile transmission at their respective addresses or emailed to their respective solicitors (including electronic mail address) given herein.

(b) Any notice set in the manner prescribed in Clause 18.7(a) above shall be deemed to have been served as follows: -

(i) in the case of delivery by hand, on the date of receipt by the addressee thereof;

(ii) in the case of postal delivery, **three (3) days** after the same shall have been delivered to the postal authorities for delivery by prepaid registered post; and

(iii) in the case of facsimile transmission or electronic mail to the Purchaser's Solicitors or the Vendor's Solicitors, on the day of transmission or on the day the electronic mail was sent if a business day (i.e. not a Saturday or Sunday or public holiday in Kuala Lumpur and/or Selangor) or if not, on the next succeeding business day with the recipient's facsimile number shown on the sender's receipt of a confirmed log print-out for the transmission regarding the date, time and transmission of all pages of the notice(s).

18.8 Non-assignability

Save and except for the assignment by the Purchaser to the Purchaser's Financier, the rights or obligations of either Party under this Agreement shall not be assigned without the prior consent in writing of the other Party.

18.9 Binding effect of this Agreement

This Agreement shall be binding upon the heirs, estates, personal representatives, permitted assigns and/or the successors in title of the Parties.

18.10 Amendment and Modification

It is hereby expressly agreed that no amendment, modification, variation and/or alteration shall be made to this Agreement unless otherwise agreed and made in writing by the Parties hereto.

18.11 Severability

If at any time during the continuance of this Agreement, any of the provisions of this Agreement becomes invalid, void, prohibited, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18.12 Execution and Counterpart

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement and shall come into effect on the date first hereinabove mentioned irrespective of the diverse dates upon which the Parties may have executed this Agreement.

18.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and this Agreement shall supersede any other agreement, letter, communication or correspondence (oral or written or expressed or implied) in connection with this sale and purchase transaction prior to the date of this Agreement.

18.14 Governing Law and Jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Malaysia and any legal action or proceedings arising out of or in connection with this Agreement, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

18.15 Confidentiality

As from the date hereof, save to the extent that such disclosure may be required by law or public listing requirements, if applicable or to enable the relevant party to perform its obligations under the provisions of this Agreement and that the Parties hereto shall keep this transaction strictly confidential and may disclose the same to their respective officers, employees, agents, advisers or consultants for this Agreement and their respective company auditors on strictly need-to-know basis whom such parties shall ensure to be similarly bound by this undertaking of confidentiality and non-disclosure, each of the Parties hereto shall keep confidential and shall not disclose to any third party any terms of this Agreement or any documents referred to herein, or any proprietary or confidential information acquired from either of the Parties unless disclosure has been expressly permitted in writing by the other Party. Notwithstanding the aforesaid, the Parties hereby irrevocably consent and authorize the other party to carry out credit or reference checks on the other Party from any source including but not limited to credit information, from the Inland Revenue Authorities, Credit Tip-Off Service (CTOS), Insolvency Department, Companies Commission of Malaysia, any other credit reference or credit reporting agencies, any other public records, person, individual and/or entity, if the other Party shall deem it necessary for this sale and purchase transaction.

(The rest of this page has been intentionally left blank)

IN WITNESS WHEREOF the Parties have hereunto set their hands the day and year first above written.

SIGNED by the **VENDOR**)
KIEN HENG HONG GINSENG SDN BHD)
(Registration No.: 198801002646 (170003-P)))
in the presence of:)
)

KIEN HENG HONG GINSENG SDN. BHD.
198801002646 (170003-P)
No. 43 Jalan Jalak, Taman Seri Bahtera
Cheras, 56100 Kuala Lumpur

....
DIRECTOR
Name: CHUNG YUET MING
NRIC No.: 540701-10-5604

....
Advocate & Solicitor

VINCENT LAWRENCE
BC/V/37
ADVOCATE & SOLICITOR
KUALA LUMPUR

SIGNED by the **PURCHASER**)
for and on behalf of)
TARGET PRECAST INDUSTRIES SDN. BHD.)
(Registration No.: 199301004014 (258751-X)))
in the presence of:)

TARGET PRECAST INDUSTRIES SDN. BHD. (258751-X)
(Formerly Known As Target Fortune S/B)
No 18, Jalan LP 2A/2, Taman Lestari Perdana,
43300 Seri Kembangan, Selangor Darul Ehsan.
Tel: 03-8944 1388 Fax: 03-8941 7288

....
DIRECTOR
Name: LOH SWEE KEONG
NRIC No.: 670812-08-6595

....
Advocate & Solicitor

YIN YI MENG
BC/Y/836
Peguambela & Peguamcara
Kuala Lumpur

Appendix A

DATED THIS 21st DAY OF JANUARY 2026

****

TENANCY AGREEMENT

BETWEEN

(LANDLORD)

KIEN HENG HONG GINSENG SDN BHD
(CO. NO. 198801002646 (170003-P)

AND

(TENANT)

TARGET PRECAST INDUSTRIAL SDN BHD
(CO.NO 199301004014 (258751-X)

****

DEMISED PREMISES: GM 1034 LOT 1894 MUKIM CHERAS
DISTRICT HULU LANGAT SELANGOR

AGREEMENT

THIS TENANCY AGREEMENTIS is made on 21st JANUARY 2026

BETWEEN : The party whose particulars are as stated in Part I of the First Schedule hereto (hereinafter called "The Landlord") of the one part.

AND : The party whose particulars are as stated in Part II of the First Schedule hereto (hereinafter called "The Tenant") of the one part.

WHEREAS the Landlord is the registered proprietor and/or beneficial owner of the property more particularly referred to and described in Part III of the First Schedule ("hereinafter referred to as "the Demised Premises").

AND WHEREAS the Landlord is desirous of renting out the Demised Premises and the Tenant is desirous of renting the said Demised Premises on an "as is where is" basis upon the terms and conditions herein set forth.

NOW IT IS HEREBY AGREED as follows: -

1. The Landlord lets and the Tenant takes the Demised Premises for the term stipulated in Part IV of the First Schedule at the rent stipulated in Part V of the First Schedule and subject to the terms and conditions hereinafter contained.

2. The Tenant shall upon execution of this Agreement pay the Landlord the sum stipulated in Part VI of the First Schedule by way of deposit as security for the due observance and performance by the Tenant of the stipulated terms and conditions of this Agreement. The said sum shall be maintained at this figure and not deemed or treated as payment of rent. The deposit shall be returned free of interest to the Tenant at the expiration of the term hereby created Provided Always that the Landlord shall be entitled to deduct therefrom such sum(s) as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant under the provision of this Agreement.

3. The Tenant hereby covenants with the Landlord as follows: -

   a. To pay the rent hereby reserved on the days and in the manner aforesaid.

b. To pay the Landlord upon the execution of this Agreement the sum of Ringgit as specified in Part VII of the First Schedule only as deposit for electricity and water charges to be incurred during the tenancy of the Demised Premises. The said sum less sums as may then be payable by the Tenant under this Agreement shall be refunded without interest to the Tenant on the termination of this Tenancy.

c. To pay the Goods and Services Tax (GST)/ Sales and Service Tax (SST) if applicable and any future government taxes, levy or outgoing imposed upon or in respect of all sums payable by the Tenant to the Landlord pursuant to this Agreement. During the term hereby, to pay any increase of rates or other impositions of a like nature by whatever name called over and above the amount of such rates on impositions levied or imposed as at the date of commencement of the term hereby created where such increase is due or attributed to an increase in the rates payable.

d. To keep the Demised Premises, the flooring and interior plaster or other surface material or rendering on walls and ceilings and the Landlord's fixtures thereon including doors, windows, glass, roller shutters, locks, fastenings, electric wires, installations and fittings for the light and power and other fixtures and additions therein in good and tenantable repair and clean condition and to replace or repair any part of the Demised Premises and the Landlord's fixtures and fittings therein which shall be broken or damage due to malicious, negligent or careless acts or omission of the Tenant his servants, agents, invitees or otherwise and further that if any damage is caused to the Landlord or to any person whomsoever directly or indirectly through the said damaged condition of any part of the interior of the Demised Premises (including floorings, walls, ceilings, doors, windows and other landlord's fixtures) the Tenant shall be wholly responsible therefore and shall fully indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.

e. To permit the landlord and the landlord's servants, agents and workmen and with all necessary equipment and appliances at all reasonable time after prior notice to the Tenant to enter upon the Demised Premises and to view the condition thereof and to do such works and things as may be required for any repairs, alterations or to any other part or parts of the said building and forthwith to repair and amend in a proper and workman like manner any defect for which the Tenant is liable and of which written notice shall be given to the Tenant or left in the Demised Premises and to pay the costs of the Landlord's surveyor or otherwise in respect of the preparation of the notice.

f. Not to install in or place on the Premises or any floor in the Premises any item, fixture, fitting, plant or equipment which might overload the structure of any part of the Premises or which might otherwise cause structural stress or damage to the Premises or which might cause or contribute to on constitute a fire hazard or other hazard to the health and safety of any person or property.

g. To use the Demised Premises only for the purpose specified in Part VIII of the First Schedule. The Tenant shall obtain and maintain at the Tenant's own cost and expense, all licenses, permits, approvals and other consents for carrying on the Tenant's business and at the request of the Landlord to produce the same for inspection.

h. Forthwith to notify the Landlord in writing of any notices served by any competent authority and with all due speed to comply with the terms of the said notice as are effective and to keep the Landlord indemnified from and against all actions, costs, claims, demands and liability in respect thereof.

i. Not to permit or suffer to be done in or upon the Said Premises or any part there of anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the tenants, occupiers or lessees of neighboring premises or for any illegal or immoral purpose. Not to make or permit to be made any alteration or addition or partition to the Demised Premises or to the Landlord's fixtures, fittings and decorations therein without having first obtained the written consent of the Landlord therefore and upon the determination of the term hereby created, if so requested by the Landlord, to restore the Demised Premises to its original state and condition at the expense of the Tenant.

j. Not to assign, underlet, sublet or part with the actual or legal possession or the use of the Demised Premises for any term whatsoever without the previous consent in writing of the Landlord first obtained.

k. Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part of the Building arms ammunition or unlawful goods, gunpower, sulphate, kerosene or any goods which are of noxious, combustible substance or dangerous.

l. Tenant shall return the Demised Premises back to the Landlord at the expiry of tenancy agreement in the original condition. If there is any renovation inside the premises, the Tenant must restore back to original condition.

m. Not to do or permit to be done anything which will or may infringe or violate any laws or regulations pertaining to the Said Premises that may be imposed by the competent authority or authorities and to observe and to be personally responsible for any infringement or violation against such regulations rules or laws and to fully indemnify the Landlord in respect thereof.

n. The Tenant shall be responsible for the insurance of Tenant's own belongings or property in the Said Premises against loss or damaged by fire, water (not limited to leakage or overflow from pipes or accidental discharged of the sprinkler systems), thefts, strikes, riots, civil commotion and such other envisaged risks as may be required by the Landlord at the Tenant's costs ad expenses. The Landlord shall not be responsible for any damage or loss under all circumstances.

o. Not to use or permit to be used on the Demised Premises for any illegal purpose.

p. Not to install or caused to be installed in the said Demised Premises any heavy equipment or electrical appliances consuming high voltage without the prior written consent of the Landlord first had and obtained. In the even that the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage, the Tenant shall forthwith indemnify the Landlord against all such loss and damage.

q. At the expiration or sooner determination of the tenancy to yield upon peaceably the Demised Premises with the fixtures, fittings and decorations thereto (other that the Tenant's fixtures) in a tenantable repair and condition, fair wear and tear expected.

r. At all times during the term hereby created to comply with all such requirements as may be imposed on the Tenant by any ordinance or Act of Parliament now or hereafter in force and any orders, rules, regulations, requirements and notices thereunder.

s. The Tenant shall bear the cost of electricity, water, sewerage mains (Indah Water), telephone (if any) and should be made payable direct to Tenaga Nasional Berhad, Jabatan Air, TM Point, post office outlets, any local bank counter or relevant authority. The Tenant shall pay, keep and filling the full payment electricity bill, water bill, Indah Water bill & telephone bill.

t. Shall at all times indemnify and keep indemnified the Landlord against all actions, proceedings, claims, costs, charges, expenses and demands in respect of any injury to the person or damage to the property of family, guests, visitors, invitees or licenses of the tenant while in or upon the Demised Premises.

u. Shall not cause, rubbish, waste, dirt, or debris of any sort to accumulate in and/or outside the Demised Premises, or cause an undesirable amount of noise which in the opinion of the Landlord is undesirable or unsuitable for the other Tenants or occupiers of the adjoining properties to the Demised Premises and not to place or leave in the entrance or passage or corridors adjoining the Demised Premises any waste or rubbish or thing which will obstruct the use of the same by others.

v. At the times during the terms hereby created to comply with all such requirements as may be imposed on the Tenant by any ordinance or Act of Parliament now or hereafter in force and any orders, rules, regulation, requirements and notices there under.

w. Not to carry out any of the following activities in the Demised Premises and shall at all times indemnify and keep indemnified the Landlord against all legal actions, prosecutions, proceedings, claims, costs, charges, expenses, compound, fine, demands and all other legal consequences in respect of any illegal activities carried out by the Tenant in the Demised Premises:

i. Illegal businesses or trades in connection with gambling or any immoral businesses.
ii. Businesses or trades in connection with supply of items or services for funeral and such other funeral related services.
iii. Businesses or trades for public entertainment and/or amusement or involving gaming in any form.
iv. Businesses or trades in connection with or related to the supernatural and/or the occult.
v. Setting up place of worship and prayer in respect of any cult religion or beliefs unless it is approved by government authorities and with the Landlord's written approval first being obtained.
vi. Political activities, massage parlor or any related activities, social escort agency and brothels.
vii. Hiring or harboring of illegal workers and/or foreigner without genuine passport/travel document/entry permit and allowing such person to enter and remain in the Demised Premises.

x. At any time during the two (2) calendar months immediately preceding to the expiration or earlier termination of this Tenancy as herein provided the Tenant shall permit the Landlord or his agents to affix and retain without interference upon any part of the Demised Premises a notice for the re-letting of the Demised Premises and shall permit intending Tenant(s) and other with authority from the Landlord or his agents at all reasonable time of the day to enter and view the Demised Premises.

y. Where repair of the main structure of the Demised Premises including roofing becomes necessary by reason of act, omission, negligence or willful default of the Tenant, the Tenant shall carry out such repair at the Tenant's own costs and expenses.

4. The Landlord hereby covenants with the Tenant as follows: -

a. To pay the quit rent, assessment and maintenance fee imposed and payable in respect of the Demised Premises.

b. At all times throughout the tenancy to insure and keep insured the Demised Premises but excluding the Tenant's fixtures fittings and chattels from loss or damage by fire and to pay all premiums necessary for that purpose.

c. To permit the Tenant if he punctually pays the rent hereby reserved and other charges and observes the stipulations on his part herein contained to peacefully enjoy the Demised Premises without any interruption or disturbance by the Landlord or those lawfully claiming title under or in trust for them.

5. Provide always and it is hereby expressly agreed between both parties as follows: -

a. If the rent hereby reserved or any part thereof shall at any time be unpaid for seven (7) days after the same shall have become due (whether formally demanded for or not) or any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall have a receiving order made against him or shall have made any assignment for the benefit of his creditors or enter into any agreement or made any arrangement with his creditors by composition or otherwise or suffered any distress or attachment or execution to be levied against his good or if the Tenant for the time being shall be a company and shall go into liquidation whether compulsory or otherwise except for the purpose of reconstruction or amalgamation then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the conditions on the part of the Tenant herein contained.

b. If the Demised Premises or any part thereof shall be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) so as to be unfit for occupation or use, then the rent hereby covenanted to be paid or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use and provided always that nothing in this clause shall render it obligatory on the Landlord to restore, reinstate or rebuild the Demised Premises or any part thereof if the Landlord in his absolute discretion does not desire to do so in which even the Landlord shall be entitled to terminate this tenancy by two (2) months notice in writing to the Tenant and upon such termination neither party shall have any claim against the other save and except in respect of any antecedent breach.

c. The Landlord shall at the written request of the Tenant made not less than two (2) months before the expiration of the term hereby created and if there shall not at the time of such request by any existing breach or non-observance of any of the covenants of the part of the Tenant herein to be performed at the Tenant's expenses grant to the Tenant tenancy of the Demised Premises for a further term and subject to the conditions stipulated in Part IX of the First Schedule.

6. Any notice or other document or writing required to be served delivered or given hereunder shall be sufficiently served if left addressed to the Tenant on the Demised Premises or sent to the Tenant by registered post addressed to the Tenant's last known address in Malaysia and any notice document or writing to the Landlord shall be sufficiently served if sent by registered post to the Landlord's last known address.

7. The cost of and incidental to the preparation and completion of this Agreement including stamp duty shall be paid by the Tenant.

8. The First Schedule and Inventory List (if any) shall be taken, read and construed as part of this Agreement.

9. In the event that the tenant fails to fulfill the tenancy period, the deposit sum shall be forfeited by the Landlord and the Tenant shall remain liable for the Rental of remaining months of the unexpired term.

10. In the event the Tenant has vacant the Demised Premises, the utility fees have to be fully settled. In failing to do so, the Landlord has right to take legal action.

11. Both the Landlord and the Tenant agreed that in the event that the Tenant fail or neglect to pay the rental for two (2) months, then the Landlord shall be entitled to padlock the Demised Premises and/or disconnect the utility supply to the Demised Premises. The Tenant shall not take any legal action against the Landlord when the Landlord padlocks the Demised Premises and/or disconnect the utility supply to the Demised Premises.

12. The Landlord shall not be liable for any damage, expense, loss or liability suffered or incurred by the Tenant or any other person, or any property or the effects or business of the Tenant, in respect of the operation or the failure of the electricity or water supply or any public utility services, facilities or other machinery provided by the Landlord or enjoyed by the Tenant in relation to Demised Premises.

13. Time wherever mention shall be the essence of the Agreement.

14. In this agreement, words importing the masculine gender only shall include feminine and neuter genders and vice versa.

15. In this agreement, words importing the singular number only shall include the plural and vice versa.

16. This Agreement shall be binding upon the successor-in-title and assigns personal representatives and heirs of the Landlord and the Tenant.

THE FIRST SCHEDULE

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

Part I	**Landlord** Company Name : Kien Heng Hong Ginseng Sdn Bhd Company Registration No : 198801002646 (170003-P) Address : No.43 Jalan Jalak Taman Seri Bahtera Cheras 56100 Kuala Lumpur. TIN No : C 4852385020 Contact : 03-9130 6277
Part II	**Tenant** Company Name : Target Precast Industries Sdn Bhd Company Registration No : 199301004014 (258751-X) Address : No.18 Jalan LP 2A/2 Taman Lestari Perdana 43300 Seri Kembangan Selangor TIN No : C6860127010 Contact : 03-8944 1388
Part III	Demised Land: GM 1034 Lot 1894 Mukim Cheras District Hulu Langat Selangor
Part IV	Term: 1) One (1) year commencing 01st February 2026 and expiring 31st January 2027 2) Monthly Rental as stated in Part V of the First Schedule with effect from 01st February 2026.
Part V	Monthly Rental : Forty Eight Thousand Five Hundred (RM 48500.00) only (Excluding SST) to be paid on the 01st day of every month but not later than 7 days during the Term to be banked into the Landlord's account as follow : **ACCOUNT HOLDER NAME : KIEN HENG HONG GINSENG SDN BHD** **BANK NAME : MAYBANK** **BANK ACCOUNT NO : 014-048-327261**

Part VI	Rental / Security Deposit : Ringgit Malaysia Ninety Seven Thousand (RM 97000.00) only
Part VII	Utilities Deposit : Nil **Tenant to apply and register for Electricity, Water, Indah Water and other under Tenant Own Name.**
Part VIII	Use of Demised Land : Manufacturing, trading and warehousing of building materials.
Part IX	Option to Renew for a Further Term of Two (2) years at prevailing market rate at the time of the renewal as the landlord and the tenant mutually agreed thereon, with at least three (3) months written notice in advance given by the Tenant to the Landlord before the expiry of the tenancy.
Part X	Special Condition **NIL**

THE SECOND SCHEDULE

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

SPECIAL EXPRESS CONDITIONS

(Pursuant to in Clause (5) thereof)

(a) In the event that the Landlord's consent is given to the Tenant for the construction of any building or structure on the Land, the Tenant shall at its own cost and expense carry out such building or installation works with such materials and in accordance with such designs as shall be approved by the Landlord. Furthermore, the Tenant shall at its own cost and expense obtain all such necessary, planning and other consents or approvals pursuant to the provisions of any written law, bye-laws, rules regulations or order applicable thereto.

(b) Any additional fee or premium payable to the relevant authorities for development or change of use of the Land by reason of the construction of any building or structure on the Land by the Tenant shall borne solely by the Tenant.

(c) The Tenant shall also bear all additional quit rent and assessment payable on the Land by reason of the construction of any building or structure on the Land by the Tenant.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year herein written.

SIGNED BY THE LANDLORD :-

NAME: KIEN HENG HONG GINSENG SDN BHD
(CO.NO. 198801002646 (170003-P)
CHUNG YUET MING
540701-10-5604

IN THE PRESENCE OF:-

NAME: Pang Lee Chen
(I.C.NO. 810314-14-5040)

SIGNED BY THE TENANT :-

TARGET PRECAST INDUSTRIES SDN. BHD (258751-X)
(Formerly Known As Target Fortune S/B)
No 18, Jalan LP 2A/2, Taman Lestari Perdana,
43300 Seri Kembangan, Selangor Darul Ehsan.
Tel: 03-8944 1388 Fax: 03-8941 7289

CO NAME: TARGET PRECAST INDUSTRIES S/B
(CO NO. 199301004014 (258751-X)
NAME: LOH SWEE KEONG
I.C NO: 670812-08-6595

IN THE PRESENCE OF :-

NAME: LOW YEN KUAN
(I.C.NO. 670202-10-6225

KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

LHDN MALAYSIA

ASAL

SIJIL SETEM

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*	FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.*	L01H9A8EBFXB016
Jenis Surat Cara *Type Of Instrument*	PERJANJIAN SEWA SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument*	21/01/2026
Balasan *Consideration*	RM 0.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
KIEN HENG HONG GINSENG SDN BHD, (170003-P, 198801002646)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
TARGET PRECAST INDUSTRIES SDN BHD, (258751-X, 199301004014)

Butiran Harta / Suratcara *Property / Instrument Description*
GM 1034 LOT 1894 MUKIM CHERAS DISTRICT HULU LANGAT , SERI KEMBANGAN, 43300, SELANGOR

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem *Stamp Certificate No.*	B0161A261905156
Tarikh Penyeteman *Date of Stamping*	24/01/2026
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 2,328.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 2,328.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37

LEMBAGA HASIL DALAM NEGERI

Pemungut Duti Setem

Tarikh Cetak *Printed Date* . *24/01/2026 11:19:51*

No. Kelulusan Perbendaharaan *Treasury Approval No* KK/BSKK/10/600-2/1/2(60)

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- *tamat/end* ---