# PEXIM ELECTRICAL MANUFACTURING (M) SDN. BHD.

(Company No.: 107249-U) (In Liquidation)

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# **TENDER PEMSB/1**

Prepared by

The Liquidator Pexim Electrical Manufacturing (M) Sdn. Bhd. (In Liquidation) c/o HLB Ler Lum

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The Liquidator will not be liable for the payment of any commission, brokerage or other amounts of money to any agent or broker who may be responsible for introducing any successful Tenderer(s). Any such agent or broker must make his/her/their own arrangements for payment of any fees or expenses due to him/her/them with his/her/their Tenderer(s).

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## **SECTION A: INTRODUCTION**

#### 1. THE COMPANY

- 1.1 Pexim Electrical Manufacturing (M) Sdn. Bhd. ("the Company"), is a private company limited by shares was incorporated in Malaysia on 28<sup>th</sup> September 1983.
- 1.2 The principal activity of the Company was manufacturing of bakelite electrical plugs and switches.
- 1.3 During the period between 14<sup>th</sup> January 2005 and 21<sup>st</sup> January 2008, a winding up order was granted by a High Court and the Official Receiver was appointed as the Provisional Liquidator.
- 1.4 On 22<sup>nd</sup> January 2008, Ler Cheng Chye, care of Messrs. HLB Ler Lum was appointed as the Liquidator of the Company. A copy of Court Order and Form 70 of the said appointment is duly attached in **Appendix III** for your reference.
- 1.5 Currently, the Asset(s) of the Company are in the possession and control of the Liquidator. Attached herewith are the Location Plan and Site Plan to the Asset(s) in **Appendix I** and **Appendix II** for your reference.
- 1.6 The Liquidator is empowered to do all things in accordance with the Companies Act, 1965 and Companies (Winding-Up) Rules, 1972 including the powers to dispose the Company's Asset(s).
- 1.7 This Information Memorandum is to provide the basic information in relation to the Company's Asset(s) in order to assist Tenderer(s) in their preparation of their proposal to purchase the same.
- 1.8 The Liquidator is now inviting any interested parties to submit their tender for the purchase of the Asset(s) of the Company either on an en bloc or a piece meal basis on "as is where is" basis with encumbrances (if any) subject to the Special Conditions of Sale as stated in Section C.

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# **SECTION B: DESCRIPTION OF ASSET(S)**

#### 1. LAND AND BUILDING

An electrical manufacturing factory comprising of a three-storey office block annexed with a single storey factory building of individual design and construction erected on 2 contiguous industrial prepetuity lands bearing title nos. and lot nos. of (a) GRN 13841 & Lot 508 and (b) HSD 31660 Lot 5693 with a total land area of approximately 1.376 acres. For details, please refer to **Appendix IV** attached hereto.

Brief titles particulars of the subject properties as extracted from the Registry of Land Title Office in Penang are as follows:-

ASSET(S)	1 (a)	1(b)	
Title	GRN 13841	HSD 31660	
Lot No.	Lot 508	Lot 5693	
District	Seberang P	erai Tengah	
State	Pulau	Pinang	
Address	440, Jalan Talang, Taman Pera	ai, 13600 Perai, Pulau Pinang	
Land Area	49,995 sq.ft.	9,924 sq.ft.	
Tenure	Dipegang untuk	selama-lamanya	
Category of Land Use	Tiada	Perusahaan	
Express Conditions	Tiada	1. Tanah ini hendaklah	
		digunakan untuk tujuan	
		perusahaan.	
		2. Pelan bangunan	
		hendaklah seperti yang	
		diluluskan oleh Pihak	
	Berkuasa Tampata		
		Majlis Perbandaran	
		Seberang Perai.	
Restriction In Interest	Tia	nda	
Registered Proprietor	istered Proprietor Pexim Electrical Asia Pacific Land Be		
	Manufacturing (M) Sdn Bhd		
Encumbrances	Charged to Hong Leong	Caveat by Hong Leong	
	Bank Berhad	Bank Berhad and the	
		Company in Liquidation	

<sup>\*</sup>We are in the midst of affecting the transfer of name from Asia Pacific Land Berhad to the Company in Liquidation and is expected to complete within 3-4 months from the date of this Information Memorandum

## 2. SCRAP METAL

Various machineries and metal scraps used in electrical manufacturing. Tenderer(s) is/are required to enclosed photographs of the scrap metal tendered for.

## Disclaimer:

The information provided herein under is given in good faith and in the belief that it is not false or misleading as at the date hereof. The Tenderer(s) is/are required to conduct his/her/their own verification provided herein. Neither Pexim Electrical Manufacturing (M) Sdn. Bhd (In Liquidation) nor the Liquidator undertake any responsibility arising in anyway whatsoever for errors or omissions in this tender document, however caused and expressly disclaim any and all liabilities.

#### SECTION C: SPECIAL CONDITIONS OF SALE

#### 1. INSPECTION

- 1.1 Tenderer(s) is/are advised to make his/her/their own inquiries, assessment and/or investigation on the Asset(s) in all aspect prior to submission of their tender bid.
- 1.2 Tenderer(s) either himself/herself/themselves or his/her/their agents shall be deemed to have inspected the Asset(s) tendered for.

#### 2. WARRANTIES

- 2.1 The Asset(s) available for sale is/are to be sold on an "as is where is" basis with encumbrances (if any).
- 2.2 No warranties or representations expressed or implied is either given as to the condition of the Asset(s) available or as to the suitability of such Asset(s) for any particular purpose(s).
- 2.3 Asset(s) as generally described in Section B and further information of the Asset(s) mentioned in Appendix IV attached hereto are unverified information by the Liquidator and the same are not tantamount to warranty and/or representation made by the Liquidator. Tenderer(s) should make prior arrangement to view the Asset(s).

## 3. IDENTITY

- 3.1 Tenderer(s) shall admit the identity of the Asset(s) tendered for with that comprised in the muniments offered by the Liquidator as the title of the Asset(s) upon evidence afforded by the comparison of the description in the particulars and the muniments respectively.
- 3.2 The Asset(s) is/are believed and shall be taken as correctly described and is/are sold subject to all encumbrances, easements, liabilities and rights (if any) subsisting thereon or thereover without any obligation arising to define the same respectively and no error, mis-statement or mis-description, incorrect measurement or change in the condition or state of any of the Asset(s) shall annul the sale nor shall any compensation and reduction in the purchase price be allowed in respect thereon.
- 3.3 Tenderer(s) is/are advised to inspect and to ensure the availability or existence of Asset(s) and/or any part(s) thereof prior to the tender submission. It is hereby agreed that the Liquidator shall not be liable for any Asset(s) and/or any part(s) that is/are lost, missing, misplaced, stolen or damaged prior and/or subsequent to the inspection and/or acceptance of the tender bid(s) by the Liquidator.

## 4. BIDS

4.1 Bids must only be made for the Asset(s) on an "as is where is" basis with encumbrances (if any) in the format of the Tender Form attached in Section D of the Information Memorandum.

#### 5. TENDERS

- 5.1 A specific sum in Ringgit Malaysia payable in Malaysia is to be offered.
- 5.2 The Tenderer(s)' name and address as well as their contact particulars must be clearly stated in full.
- 5.3 The Tender Form is to be completed as stipulated and directed in the Tender Form.
- 5.4 Tenderer(s) shall include their respective assigns, successors in title, heirs and/or personal representatives.

#### 6. ACCEPTANCE

- 6.1 The Liquidator is not bound to accept the highest or any offer and the Liquidator's decision shall be final without having to give any reasons.
- 6.2 The acceptance of any tender, whether for any or all Asset(s) tendered, by the Liquidator which is communicated in writing to the successful Tenderer(s) shall constitute a valid agreement and shall bind the successful Tenderer(s) and Pexim Electrical Manufacturing (M) Sdn. Bhd. (In Liquidation) as if an agreement under any written law relating to the sale and purchase has been properly constituted and executed.
- 6.3 The Liquidator may at his own discretion, request the Tenderer(s) to improve the tender price and in the event that the Tenderer(s) does/do not revert with any improved bid, the existing tender bid shall prevail for consideration.
- As regards to Asset(s) under **Item 1**, upon communication to the successful Tenderer(s) by the Liquidator of the acceptance of his/her/their tender, the successful Tenderer(s) shall forthwith execute the Sale and Purchaser Agreement ("SPA") within fourteen (14) days from the date of communication of acceptance. Pending execution of the SPA, the Special Conditions of Sale contained in Section C of this Information Memorandum shall prevail.
- 6.5 As regards to Asset(s) under **Item 2**, upon communication to the successful Tenderer(s) by the Liquidator of the acceptance of his/her/their tender, the successful Tenderer(s) shall forthwith make full payment within fourteen (14) days from the date of communication of acceptance.
- 6.6 The SPA will be prepared by the Liquidator's solicitors for Asset(s) under **Item 1**. The stamp duty on the SPA is to be paid by the Tenderer(s).
- 6.7 The Liquidator shall not be liable for the breach of Clause 6.2, Clause 6.4 and Clause 6.5 strictly in the event that Asset(s) cannot be delivered to the successful Tenderer(s) due to a third party lien imposed on the Asset(s) tendered and / or other matter(s) beyond the control of the Liquidator. As such, the successful Tenderer(s) will have their deposit refunded without interest upon communication on the matter(s) in writing.

## 7. **DEPOSITS**

- 7.1 All tenders must be accompanied by a forfeitable deposit equivalent to ten (10%) per cent of the tendered price to be paid by way of Cashier's Order/Bank Draft and is to be made in favor of "Pexim Electrical Manufacturing (M) Sdn. Bhd. (In Liquidation)". Any tender not accompanied by such deposit shall not be considered.
- 7.2 As regards to Asset(s) under Item 1, the successful Tenderer(s) is/are required to pay the balance tender sum in favor of "Pexim Electrical Manufacturing (M) Sdn. Bhd. (In Liquidation)" within ninety (90) days from the date the acceptance is/are communicated in writing to the successful Tenderer(s) by the Liquidator ("the stipulated period"). If consent is required from the state authority(ies), the stipulated period shall commence from the date of consent issued.
- 7.3 As regards to Asset(s) under Item 2, the successful Tenderer(s) is/are required to pay the balance tendered sum in favour of "Pexim Electrical Manufacturing (M) Sdn. Bhd. (In Liquidation)" within 14 days from the date the acceptance is/are communicated in writing to the successful Tenderer by the Liquidator.
- 7.4 The forfeitable deposit(s) paid by the successful Tenderer(s) shall be accepted as part payment towards the tendered price if the sale is completed.
- 7.5 Where the successful Tenderer(s) fail(s) to complete the transaction in all respects and in accordance with paragraph 7.2 and/or paragraph 7.3 and/or paragraph 8, the Liquidator absolutely reserves the right to cancel the sale and forfeit all forfeitable deposit(s) paid as agreed liquidated damages and not by way of penalty.
- 7.6 Tenderer(s) will have their forfeitable deposit(s) refunded without interest upon rejection.

## 8. PAYMENT

8.1 Payment in Ringgit Malaysia of the total purchase price ("Purchase Price") less the amount already deposited as described under paragraph 7.1, is to be made to the following addressee by way of Bank Draft/Cashier's Order within the stipulated period from the date of notification of acceptance of tender by the Liquidator:

## Pexim Electrical Manufacturing (M) Sdn. Bhd (In Liquidation)

c/o HLB Ler Lum.

B-3-11, Megan Avenue II,

No. 12, Jalan Yap Kwan Seng,

50450 Kuala Lumpur.

Tel. No.: 03-2776 8000

Facsimile No.: 03- 2163 4609

8.2 Where the successful Tenderer(s) fail(s) to pay the full purchase price for the Asset(s) tendered for within the time stipulated in paragraph 7.2 and/or paragraph 7.3 or within such extended time that may be granted by the Liquidator, the Liquidator reserves the right to cancel the sale and absolutely forfeit any forfeitable deposit(s) paid under paragraph 7.1 as agreed liquidated damages and not by way of penalty. Thereafter, the Liquidator shall have the liberty to sell or otherwise dispose of the Asset(s) or part thereof to any party or parties at such price or in such manner as the Liquidator shall deem fit.

#### 9. LEGAL FEES

9.1 The successful Tenderer(s) shall bear all cost, expenses, fees, stamp duty in relation to all matters to procure the registration and/or to give effect of an interest over the Asset(s) in the name of the successful Tenderer(s) including the procurement of the release of charge and any other matters related thereto. Each party is to bear their own solicitors' fees for the preparation of this SPA.

#### 10. PAYMENT OF OUTGOINGS ETC

- 10.1 Quit rents, assessments, maintenance charges, sinking fund, assessment tax and any other outgoings, if any, payable in respect of the Asset(s), shall be apportioned between the successful Tenderer(s) and Pexim Electrical Manufacturing (M) Sdn Bhd (In Liquidation) as at the date of acceptance of the tender is communicated in writing to the successful Tenderer(s) by the Liquidator under paragraph 6 above.
- 10.2 The amount due by virtue of such apportionment shall be paid to the party entitled to the same on delivery of vacant possession of the Asset(s).
- 10.3 The Company shall not be responsible for outstanding charges and re-connection of the utilities supplies including water, telephone and electricity to the Asset(s).

#### 11. REMOVAL OF ENCUMBRANCES

11.1 The successful Tenderer(s) shall, at his/her/their costs and expenses, cause all encumbrances, including private caveats lodged by any party (other than the successful Tenderer(s)) or anybody claiming under or through the successful Tenderer(s) against the Asset(s), if any, to be removed on or before the completion of the sale.

#### 12. COST OF TRANSFER

12.1 Cost of transfer and all other fees payable in connection with the sale of the Asset(s) shall be borne by the successful Tenderer(s).

#### 13. INCIDENTAL EXPENSES

13.1 The successful Tenderer(s) shall pay expenses such as insurance premium, security charges and other mutually agreed expenses in respect of the Asset(s) from the date the acceptance is/are communicated in writing to the successful Tenderer(s) by the Liquidator.

#### **14. RISK**

14.1 As from the date of acceptance of the tender by the Liquidator, the Asset(s) shall be at the sole risk of the successful Tenderer(s) as regards to losses and/or damages caused by fire or other accident/peril whatsoever.

#### 15. POSSESSION

- As regards to Asset(s) under **Item 1**, possession shall be effected on an "as is where is" basis upon completion of all the legal documentations (if any), other relevant formalities and settlement of the full tender amount within the time stipulated in paragraphs 7 and 8 and all other monies payable to the Liquidator under the SPA in respect of sale of the Asset(s) inclusive of obtaining approval by the successful Tenderer(s), where applicable, from such State and/or Federal Authorities in which all such approval need necessarily be obtained within such time agreed upon between the successful Tenderer(s) and Pexim Electrical Manufacturing (M) Sdn Bhd (In Liquidation).
- 15.2 As regards to Asset(s) under **Item 2,** possession shall be effected on an 'as is where is" basis upon settlement of the full tender amount within the time stipulated in paragraphs 7 and 8.

## 16. REMOVAL OF ASSET(S) UNDER ITEM (2)

- 16.1 The successful Tenderer(s) shall be entitled to remove the Asset(s) successfully tendered for upon satisfaction of the conditions stipulated in paragraph 8 strictly on an 'as is where is' basis. A letter of undertaking cum indemnity for the purpose under paragraph 16.4 below is to be given in favour of Pexim Electrical Manufacturing (M) Sdn Bhd (In Liquidation) at any time before the removal of the same.
- 16.2 The successful Tenderer(s) shall take delivery of the Asset(s) under **Item 2** within 14 days upon payment of full purchase price, failing which, a daily storage charge of RM100.00 will be imposed on you from the date of expiry of 14 days until the date of the removal of the said Asset(s).
- 16.3 All costs and expenses for but not limited to removal of the Asset(s) shall be borne by the successful Tenderer(s). The successful Tenderer(s) shall exercise due care in removing the Asset(s) and shall be liable for any damage to the Asset(s) during the course of such removal. Further, Pexim Electrical Manufacturing (M) Sdn Bhd (In Liquidation) shall not be responsible for any damage to the Asset(s) as a result of the detachment and removal of the Asset(s).
- 16.4 Any damage caused to the land and building that requires repairs and/or replacement of part or whole and/or resulting in diminish in value to the land and building shall be borne and/or paid by the successful Tenderer(s).

#### 17. APPROVAL FROM RELEVANT STATE AND FEDERAL AUTHORITIES

17.1 Where applicable, the sale is subject to express approval being obtained by the successful Tenderer(s) from the relevant State and/or Federal Authorities from whom all such approvals need necessarily be obtained for the completion of the purchase, the cost (if any) is to be borne by the successful Tenderer(s).

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#### 18. SANCTION BY COURT WHEN NECESSARY

18.1 The parties hereby expressly covenants with each other that in the event that it is necessary to obtain an order from the Court sanctioning the sale at the successful Tenderer(s)' costs and expenses, the successful Tenderer(s) shall agree to grant such time as may be required by the Company to obtain such sanction of the Court.

## 19. FORCE MAJURE

19.1 If either party is affected by a Force Majure Event, it shall forthwith notify in writing to the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of the Special Condition of Sale and/or SPA or other agreements entered into pursuant to this tender, or otherwise liable to the other by reason of any delay or non-performance of any of its obligation under the Special Conditions of Sale and/or SPA to the extent that such delay or non-performance is due to any Force Majure Event of which it has notified the other party and the time for performance of that obligation shall be extended accordingly. If the Force Majure Event prevails for a continuous period of One (1) month, the parties shall enter into bona fide discussions with a view to alleviating its effects or agreeing to a fair and reasonable alternative agreement.

## 20. TIME IS ESSENCE OF CONTRACT

20.1 Time whenever mentioned shall be of the essence.

## 21. EXCLUSION OF PERSONAL LIABILITY

21.1 The Tenderer(s) hereby agrees and acknowledges that the Liquidator is acting as agent of Pexim Electrical Manufacturing (M) Sdn Bhd (In Liquidation) and accordingly the Liquidator shall have no personal liability under this document and the SPA, which is to be executed.

## 22. OTHER TERMS AND CONDITIONS

- 22.1 The Liquidator reserve the rights to cancel or suspend the sale in circumstances they deem appropriate and the Liquidator shall have no liabilities or obligations for such cancellation or suspension. Under such circumstances, the forfeitable deposit paid shall be refunded without any interest.
- 22.2 Pending execution of the sale and purchase agreement(s) by the parties, the terms and conditions stated in the Special Conditions of Sale to Tender PEMSB/1 shall prevail.
- 22.3 The Liquidator reserve the rights to disqualify any tender who fails, in the Liquidator's sole and absolute judgment, to comply with the terms set out by the Liquidator without any liability, obligation and giving any reasons.
- 22.4 Any other terms that may be advised by our legal counsel as deemed fit.

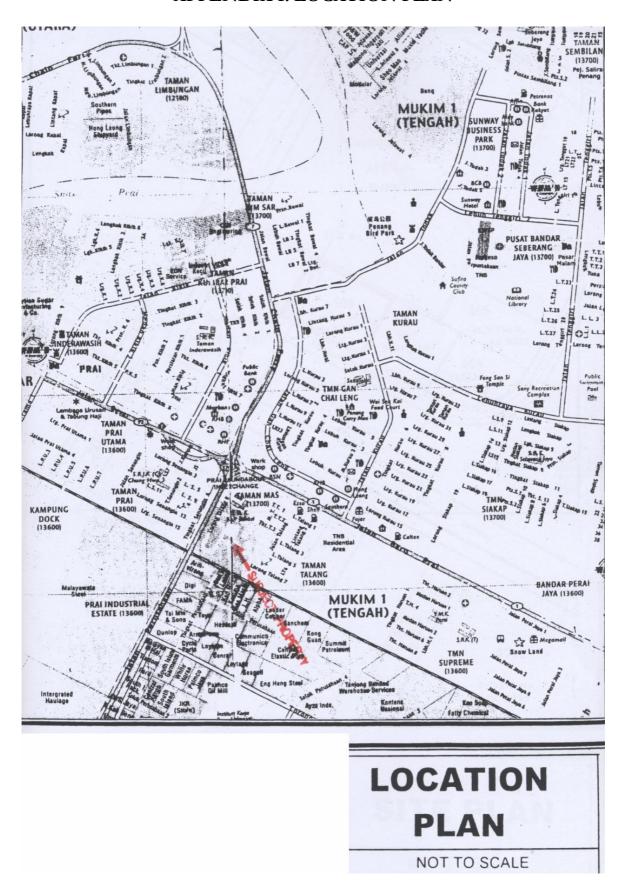
# **SECTION D: TENDER FORM PEMSB/1**

c/o HLB L B-3-11, Me	ectrical Manufacturing (M) Sdn Bhd (In I Ler Lum egan Avenue II an Yap Kwan Seng	Liquidation)				
I/We						
(NRIC / C	Company Registration No	_) of				
basis subject attached :-	PRICE 10% OF					
1121/1	BRIEF DESCRIPTION	(RM)	TENDER SUM (RM)			
1	LAND AND BUILDING					
(a)	GRN 13841, Lot No. 508 – Land and building erected thereon					
(b)	HSD 31660, Lot No. 5693 – Land and building erected thereon					
2	SCRAP METAL					
	TOTAL					

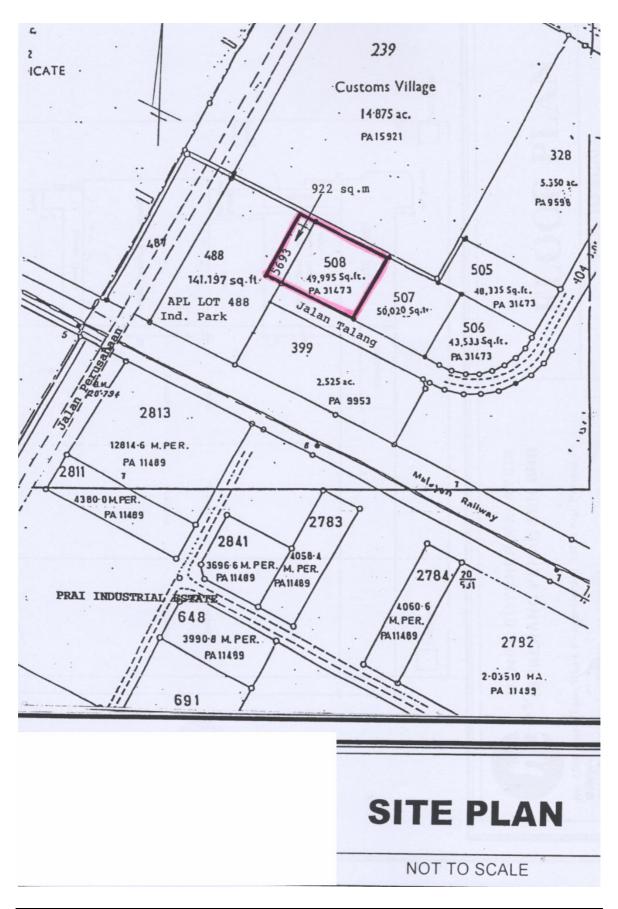
	ch I / we have read or am / are deemed to have read.
any) and that no wa	that the sale is strictly on an "as is where is" basis with encumbrances (if rranties or representations expressed or implied are given either as to the sset(s) offered or as to the suitability of such Asset(s) for any particular
I / We understand t	hat the Liquidator is not bound to accept the highest or any tender.
I / We enclose Bank	x Draft / Cashier's Order No
	representing ten (10) per cent of the tender sum in terms and conditions stated in the Special Conditions of Sale.
Signature / Compan	iy Stamp
Date:	
Full Name	:
Address	:
Telephone No.	:
Facsimile No.	:
E-mail Address	:
	This tender must be submitted in a sealed envelope marked " <b>TENDER</b> the Liquidator <u>on or before 20<sup>th</sup> May 2010 at 5.00 p.m</u> .
For office use only	
Ref. No.	:
Attended By	:
Tendered Price	:
Deposit Paid	:
Balance Due	:
Sale Approved By	:

## **SECTION E: ATTACHMENTS**

# APPENDIX I: LOCATION PLAN



# APPENDIX II: SITE PLAN



## APPENDIX III: COURT ORDER & FORM 70

DALAM MAHKAMAH TINGGI MALAYA DI PULAU PINANG

NO. PENGGULUNGAN SYARIKAT NO. MT4-28-95-2004

Dalam perkara Seksyen 218 (2)(a) Akta Syarikat, 1965

Dan

Dalam perkara Pexim Electrical Manufacturing (M) Sdn Bhd (No. Syarikat 107249-U)

Dan

Dalam perkara peruntukan-peruntukan Kaedah-Kaedah Syarikat-Syarikat (Penggulungan) 1972

**ANTARA** 

K.C. Hong Industries Sdn Bhd

Pempetisyen

DAN

Pexim Electrical Manufacturing (M) Sdn Bhd

No. Syarikat 107249-U)

Responden

DAN

Hong Leong Bank Berhad

Pemohon

PERINTAH

<u>DI HADAPAN YANG ARIF HAKIM</u> <u>DATO' BALIA YUSOF BIN HAJI WAHI</u>

PADA 22 HARIBULAN JANUARI 2008

DALAM MAHKAMAH TERBUKA

ATAS USUL yang dibuat oleh Hong Leong Bank Berhad, Pemohon yang dinamakan di atas <u>DAN SETELAH MEMBACA</u> Notis Usul bertarikh 9hb November 2007 (Lampiran 16) dan Afidavit Joy-Marina Choong Wai Kwin yang diikrarkan pada 1hb November 2007 dan kedua-duanya

2

difailkan di dalam ini <u>DAN SETELAH MENDENGAR</u> Encik Muhammad Ashraf bin Abdul Jabar peguam bagi pihak Pemohon, Encik Vijinavaratnam peguam bagi pihak Pempetisyen dan Puan Anis Suraya Binti Jamaludin bagi pihak Pegawai Penerima Malaysia dan tanpa kehadiran Responden walaupun diserahkan <u>ADALAH DIPERINTAHKAN</u>:

- (1) bahawa Encik Ler Cheng Chye, dilantik sebagai likuidator yang diluluskan bagi Responden yang dinamakan di atas, Pexim Electrical Manufacturing (M) Sdn Bhd (No. Syarikat 107249-U) menggantikan Pegawai Penerima Malaysia iaitu likuidator sementara bagi Responden; dan
- (2) bahawa likuidator yang terlantik tersebut hendaklah diberi kuasakuasa yang diperuntukkan mengikut Seksyen 236(1) Akta Syarikat 1965 dan bahawa likuidator yang terlantik tersebut mempunyai kebebasan untuk memohon untuk relif selanjutnya.
- (3) Bahawa tiada perintah ke atas kos.

Bertarikh pada 22hb Januari 2008

PENOLONG KANAN PENDAFTAR MAHKAMAH TINGGI

PULAU PINANG

Perintah ini difailkan oleh Tetuan Raja, Darryl & Loh, peguam cara bagi Pemohon yang dinamakan di atas yang mempunyai alamat penyampaian di Tingkat 18, Wisma Sime Darby, Jalan Raja Laut, 50350 Kuala Lumpur. Tel: 03-26949999

g:\nsy\hlbb\main\727133\22.bk.mma

Salinan Yang Disahkan

Pulau Pinang

## FORM 70

Companies Act, 1965

## NOTICE OF APPOINTMENT AND SITUATION OF OFFICE OF LIQUIDATOR

PEXIM ELECTRICAL MANUFACTURING (M) SDN BHD (107249-U) (IN LIQUIDATION)

To the Registrar of Companies,

I, Ler Cheng Chye, NRIC No.531103-10-5757, care of HLB Ler Lum, hereby give notice that:-

- by an order of the High Court made on the 22<sup>nd</sup> January 2008, I was appointed Liquidator of Pexim Electrical Manufacturing (M) Sdn Bhd; and
- my office is situated at B-3-11, Megan Avenue II, 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

Dated this

1 4 JUL 2008 2008

LER CHEN

Liquidator

Lodged by:

HLB Ler Lum AF0276 B-3-11, Megan Avenue II 12, Jalan Yap Kwang Seng 50450 Kuala Lumpur Tel: 03-2776 8000 Fax: 03-2163 4609

## APPENDIX IV: ISSUE DOCUMENTS OF TITLES

DHKK

Kanun Tonah Negara Borang 5BK (Jadical Keempat Beiar)

#### GERAN

No. Hakmilik: 13841 Cukai Tahunan: RM3,000,00

Negeri

Daerah

Bandar/Pekan/Mukim No. Lot

Luas Lot

Kategori Penggunaan Tanah No. Lembaran Piawai No. Felan Diperakui

No. Fall

Pulau Pinang

Seberang Perai Tengah

Mukim 01 Lot 508

4644.5355 Meter Persegi

(49995 Kaki persegi)

Tiada 12-C-11

31473

PSUK/PP/14178 PTBM.183/67

Tanah yang diperhalkan di atas adalah dipegang untuk selama-lamanya oleh tuan punya pada masa namanya disebut dalam rekod ketuanpunyaan di bawah, tertakluk kepada peruntukan-peruntukan Kamin Tanah Negara, kepada kategori yang dinyatakan di atas dan kepada syarat-syarat nyata dan sekatan-sekatan kepentingan yang dinyatakan di bawah, sebagai balasan bagi pembayaran cukai tahunan yang sewajarnya.

Dengan perintah Pihak Berkuasa Negeri

Didaftarkan pada 18 Januari 1985

Pelan tanah, bigi maksud pengenalan, adalah dikepilkan pada Borang B1.

## SYARAT-SYARAT NYATA TIADA

SEKATAN-SEKATAN KEPENTINGAN

Hakmilik 070101GRN00013841

Tarikb : 31/03/2009 No. Versi : 3 No. Salinan :

Maka Serat : 1 [-2 ]

1898848

DH).

Hendaklalı diperakkan apabila hakvellik dikeluarkan başi sambungan

Tarikh mula-mula pemberimilikan

: 5 Ogos 1965

No. hakmilik asal (Tetap atau sementara)

: SLG 860/5333 Mukim 01

No. hakmilik yang terdahulu daripada ini (ika berlainan daripada di atas) : HSD 16 Mukim 01

#### REKOD KETUANPUNYAAN

PEXIM ELECTRICAL MANUFACTURING (M) SDN. BHD. , I/I bigs.

#### REKOD URUSAN

No Pers 20653/1995 Jil. 667 Fol. 132 Gadaian menjamin wang pokok

leh PEXIM ELECTRICAL MANUFACTURING (M) SDN. BHD.

(I bhgn.

kepada HONG LEONG BANK BERHAD, No. Sykt : 97141-X

LEVEL 3, WISMA HONG LEONG 18 JALAN PERAK 50400 WILAYAH PERSEKUTUAN KL

didaftarkan pada 17 November 1995 jam 11:10:00 pagi

## PERKARA LAIN YANG MELIBATKAN HAKMILIK

No Pers 444/2009 Pengeluaran Pendua Hakmilik Kekal oleh sebah (Sek. 175(1)(a)/(b) atau Sek. 187B(1)(a)/(b)) mengikut No.Pemberitahuan Warta 49/2009 bertarikh 15 Januari 2009 didafkatkan pada 18 Februari 2009 jam 10:34:17 pagi (No.Rajukan Fail [PTG/PP/76(I.D. 53(61)]) -

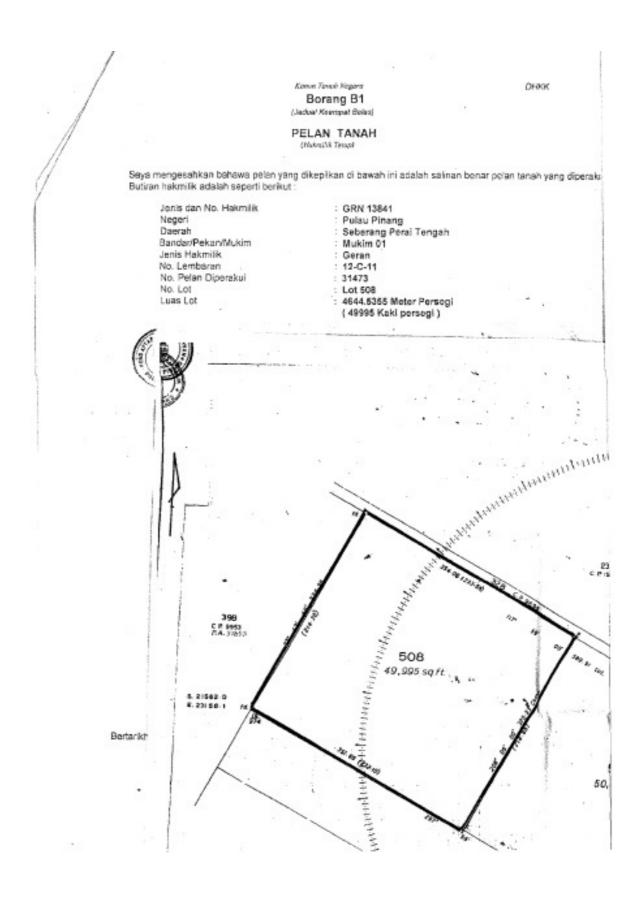


Hakmilik : 070101GRN90013841

Tarikh : 31/03/2009 No. Versi : 3

No. Saliran : Maka Surat : 2 | 2 |

Page 17 of 25



LOKUMEN HAKMILIK KELUARAN Kanun Tanah Negara

33 (NLC 204--Pin 1/93) kim Hi

BORANG 11a

	(Seksyen 177)
	naan dengan Hakmilik dalam Pejabat Pendaftaran)
DAPTAR H.S.: Daerah	RAITENGAH <sub>No. H.S. (D)</sub> 5628
	ATT DIREATED
SURATAN	HAKMILIK SEMENTARA
Jenis Penggunaan T	ANAH: *P <del>ertachac</del> o/ <del>Banglion</del> an/Perusahaan
*Bandar/Pekan/Mukim 1	
	10- ECO2
*Printer selama tempeh	Sahun Luas Sementara 922 m
H <del>abio tempoh pa</del> da	Cukai Tahunan RM 996-00
Premium RM(F	linggit Malaysia
아이를 살아가 하는데 하다 하다 하를 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하다 하는데	linggit Malaysia
Nombor Permohonan Ukur	\$/301,2307  CJ505
	n Orang Asli/Rizab Orang Asli/Kawasan Penempatan
Number Pemberitahuan Warta	*
Syarat-sy	arat Khas Hakmilik Sementara
<ol> <li>Hakmilik ini adalah tertakluk kepa syarat-syarat nyata dan sekatan-sekata</li> </ol>	ida peruntukan-peruntukan Kanun Tanah Negara dan kepada in yang berikut:
	Syarat-syarat Nyata
We Pelan bangupan	eklah digunakan untak tajuan perusakan bendaklah seperti yang dilahutan plah Tempatan laitu Majita Perhapdaran

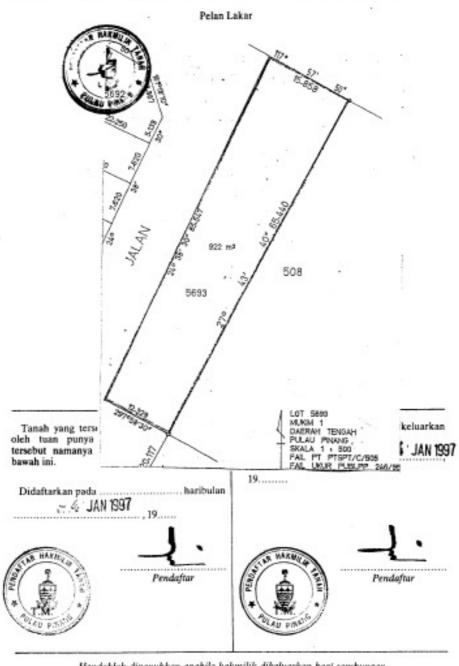
SERATAN-SEKATAN KEPENTINGAN

# TIADA

\*Potong mana-mana yang berkenami.

. 2

Dalam pelan tanah di bawah ini, sempadan-sempadan yang ditunjukkan dengan warna merah itu, iaitu sempadan-sempadan yang belum ditetapkan dengan jalan ukur, adalah sementara sahaja.



Hendaklah dipenuhkan apabila hakmilik dikeluarkan bagi sambungan

Tarikh mu	la-mula diberi milik	 
No. Hakr	nilik asas (tetap atau sementara)	 
No. Hakm	ilik yang akhir sekali (jika berlainan daripuda yang di atas	NO. 35905

3

REKOD KETUANPUNYAAN, URUSAN-URUSAN DAN PERKABA-PERKARA LAIN MENGENAI HAKMILIK

ASIA PACIFIC LAND BERHAD . KESEMUA BAHAGIAN

## APPENDIX IV: LAND AND BUILDING

#### 1.0 DESCRIPTION

The subject property is an individual designed three storey office block annexed with a single storey factory bearing postal address No.440, Jalan Talang, Taman Perai, 13700 Prai, Penang.

#### 2.0 LOCATION

The subject property is situated along Jalan Talang within Taman Prai housing estate in the locality of Prai. It is situated approximately 5 km south-east of the Butterworth Ferry Terminal Complex

The subject property is approachable from Prai Interchange of North-South Highway via Jalan Baru and thence onto Jalan Talang leading to the subject property.

The approximate location of the subject property is shown in the Location Plan in Appendix I.

#### 3.0 SURROUNDING LOCALITY

The subject property is located in a mixed neighbourhood which comprises mainly double storey terrace houses as well as semi-detached houses, double and 3½ storey terrace shophouses, 1½ storey terrace light industrial buildings, a clinic, petrol filling stations, Custom's quarters and individual industrial premises.

In the neighbourhood of the subject property, there is well established industrial estate known as Prai Industrial Estate, the newly completed integrated development of Prai Business Point (Prai Perdana) by Prima Prai Sdn Bhd and Bandar Perai Jaya (formerly known as Bandar Penas) which is designated to become the largest shopping centre in the northern region.

In the neighbourhood are also found the Penang Bridge, Bukit Tengah Industrial Estate, Seberang Jaya Industrial Estate, Seberang Jaya township, Butterworth-Kulim Expressway (BKE), Butterworth Outer Ring Road, the Prai Interchange of North-South Highway, Pearl View Hotel, shopping complexes such as Megamall Pinang, Sunway Carnival and Giant Hypermarket.

Residential housing estates located nearby include Kimsar Garden, Taman Perai Utama, Supreme Garden, Taman Emas, Taman Chai Leng, Taman Inderawasih and Taman Senangin.

Shopping, marketing, educational, recreational amenities and public facilities are available in the Prai neighbourhood.

#### **4.0** SITE

The subject property comprises two contiguous lots of industrial lands. Together they are nearly rectangular in shape encompassing a total land area of approximately 59,919 sq. ft. (1.376 acres). It has a total frontage of approximately 273 feet (83.1 metres) onto Jalan Talang and an average depth of about 215 feet (65.5 metres).

The physical terrain of the land is flat and lies at about the level of the frontage road. The boundaries of the land are demarcated by chain link fencing / metal sheets / brick walls / hollow block walls fencing. There are four (4) sliding metal gates installed at the entrances.

## 5.0 BUILDING DETAILS

On the subject site stands an individual designed three storey office block annexed with a single storey factory, a surau and two guard houses.

A brief description of the subject buildings is as follows:-

## 5.1 Three-storey Office Block Annexed With A Single Storey Factory

THREE STOREY OFFICE BLOCK			
Subject	Desc	cription of construction and finishes	
Structure	Reinforced cond	crete framework	
Walls	Brick-walls (mo	stly infilling plastered)	
Roof	Metal framed pi	tched roof covered over with metal roofing	
	sheets		
Ceilings	Ground Floor	Cement plastered / plaster boards	
	1 <sup>st</sup> Floor	No false ceilings	
	2 <sup>nd</sup> floor	No false ceiling	
Accommodation	Ground Floor	Lobby, lavatories, hall (formerly production	
		area) and TNB sub-station	
	1 <sup>st</sup> Floor	Hall (general office) and lavatories	
	2 <sup>nd</sup> floor	Hall (formerly production area)	
Floor finishes	Ground Floor		
	4 St 121	screed	
	1 <sup>st</sup> Floor	Reinforced concrete finished with cement	
		screed except the lavatories which are of	
	2 <sup>nd</sup> floor	ceramic tiles	
	2 floor	Timber boards laid over with carpet on timber	
W// 1	A1 ' /.'	joist	
Windows	Aluminum / timber framed glass casement and fixed glass		
D	louvers window		
Doors	Roller shutter / decorative timber / plywood flush / PVC door		
Staircases	Reinforced concrete / metal / timber staircases located within		
	the subject building		

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Estimated total gross floor area to be made up as follows:-

	Square feet	Square metres
Total Gross Floor Area	21,880	2,033.1

ANNEXED SINGLE STOREY FACTORY			
Subject Description of construction and finishes			
Structure	Steel portal framework		
Walls	Metal sheets / corrugated asbestos sheets / metal mesh claddings over plastered brick-walls / hollow block walls		
Roof	Steel / metal framed pitched roof covered over with corrugated asbestos roofing sheets		
Eaves height	4.8 metres		
Ceiling	No false ceiling		
Floor finishes	Cement screed throughout		
Accommodation	Factory 1, 2, 3 & 4 (There are brick-walls / metal sheets with		
	chain-link fencing above along the common unit boundary to separate these 4 units)		
Windows	Aluminum framed glass casement window and fixed/adjustable glass louvers window		
Doors	Metal steel door		
Other improvement	There are heat ventilators on the roof		
Extensions	<ul> <li>i. A double storey extension (formerly used as production/ assembly area) has been added at the front of the factory 1. It is of reinforced concrete framework, plastered brick-walls, concrete and reinforced concrete flooring finished in cement screed. A reinforced concrete staircase provides access to the 1<sup>st</sup> floor.</li> <li>ii. A double storey extension (formerly used as store) and is of</li> </ul>		
	similar construction with (i) has been added at the rear of factory 1.		

Estimated total gross floor area to be made up as follows:-

	Square feet	Square metres
Factory 1 (include extensions)	14,650	1,361.0
Factory 2	9,900	919.7
Factory 3	9,900	919.7
Factory 4	9,900	919.7
Total Gross Floor Area	44,350	4,120.1

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#### 5.2 Guard Houses And Surau

GUARD HOUSES AND SURAU			
Subject Description of construction and finishes			
Structure	Reinforced concrete framework		
Walls Infilling plastered brick-walls			
Roof	Metal roofing sheets		
Ceiling	Timber boards ceiling		
Floor finishes	Cement screed		
Windows Adjustable glass louvers window			
Doors	Timber door		

Estimated total gross floor area to be made up as follows:-

	Square feet	Square metres
Guard House 1	100.0	9.3
Guard House 2	100.0	9.3
Surau	100.0	9.3
Total Gross Floor Area	300.0	27.9

#### 6.0 SERVICES

Water, electricity supply and telephone lines are yet to be connected to the subject property. Street lighting, road maintenance, sewage disposal and rubbish collection are provided by Majlis Perbandaran Seberang Perai.

Public transportation in the form of busses and taxis are available along Jalan Baru.

#### Disclaimer:

The information provided herein under is given in good faith and in the belief that it is not false or misleading as at the date hereof. The Tenderer(s) is/are required to conduct his/her/their own verification provided herein. Neither Pexim Electrical Manufacturing (M) Sdn. Bhd (In Liquidation) nor the Liquidator undertake any responsibility arising in anyway whatsoever for errors or omissions in this tender document, however caused and expressly disclaim any and all liabilities.

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