

FOCUS EQUITY SDN BHD
(Company No.: 362359-M)
(In Liquidation)

TENDER FESB/2

TENDER FORM

To:

The Liquidators
Focus Equity Sdn Bhd
(In Liquidation)
c/o Ler Lum Advisory Services Sdn Bhd
B-3-11, Megan Avenue II
No. 12, Jalan Yap Kwan Seng
50450 Kuala Lumpur

I / We _____ (NRIC
/ Company Registration No. _____) of

_____ hereby irrevocably tender for the
purchase of the following property on an “as is where is” basis, subject to the terms and
conditions herein contained in the Special Conditions of Sale as attached.

Brief Description	Price Tendered (RM)	10% of Tender Sum (RM)
A parcel of freehold land measuring 50.32 acres which formed part of the land held under Geran 39947 Lot 26, Mukim Sungai Tinggi, District of Hulu Selangor with some structures erected thereon, located at Bukit Tagar, Selangor		

Ringgit Malaysia: _____

I / We understand fully that the sale by you is expressly subject to the Special Conditions of Sale of which I / we have read or am / are deemed to have read.

I / We understand that the sale is on an “as is where is” basis and that no warranties or representations expressed or implied are given either as to the condition of the property offered or as to the suitability of such property for any particular purpose.

I / We understand that the Liquidators are not bound to accept the highest or any tender.

I / We enclose Bank Draft / Cashier’s Order No. _____
for RM_____ representing ten (10) per cent of the tender sum in
accordance with the terms and conditions stated in the Special Conditions of Sale.

Signature / Company Stamp

Date:

Full Name : _____

Address : _____

Telephone No. : _____

Facsimile No. : _____

E-mail Address : _____

IMPORTANT: This tender must be submitted in a sealed envelope marked “TENDER FESB/2” to reach the Liquidators ***on 9th August 2012 at 4.30 p.m.***

For office use only

Ref. No. : _____

Attended By : _____

Tendered Price : _____

Deposit Paid : _____

Balance Due : _____

Sale Approved By : _____

SALE BY TENDER

SPECIAL CONDITIONS OF SALE

1. INSPECTION

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

2. WARRANTIES

- 2.1 The property offered for sale are to be sold on an “as is where is” basis.
- 2.2 No warranties or representations expressed or implied is either given as to the condition of the property offered or as to the suitability of such property for any particular purpose(s).
- 2.3 Further information of the property as annexed herein First Schedule, are unverified information by the Liquidators and the same are not tantamount to warranty and/or representation made by the Liquidators. Tenderer(s) should make arrangement to view the property.

3. IDENTITY

- 3.1 Tenderer(s) shall admit the identity of the property tendered for with that comprised in the muniments offered by the Liquidators as the title of the property upon evidence afforded by the comparison of the description in the particulars and the muniments respectively.
- 3.2 The property is believed and shall be taken as correctly described and is sold subject to all 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 property shall annul the sale nor shall any compensation and reduction in the purchase price in respect thereon.

4. BIDS

- 4.1 Bids must only be made for the property in the format of the Tender Form.

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 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 Liquidators are not bound to accept the highest or any Tender and the Liquidators' decision shall be final without having to give any reasons.
- 6.2 The acceptance of any tender by the Liquidators and communicated in writing to the successful Tenderer shall constitute a valid agreement and shall bind the successful Tenderer and Focus Equity 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 Liquidators may at his own discretion, request the Tenderer(s) to improve the tender price in the event the tender price does not match or is not better than minimum price.
- 6.4 Upon communication to the successful Tenderer by the Liquidators of the acceptance of his/their tender, the successful Tenderer shall forthwith execute the Sale and Purchase Agreement ("SPA") relating to the sale, within 14 days from the date of communication.
- 6.5 The SPA will be prepared by the Liquidators' solicitors and the costs thereto shall be borne by the Tenderer. The stamp duty on the SPA is to be paid by the Tenderer.
- 6.6 In the event that the successful Tenderer failed to execute the SPA, the deposit made under paragraph 7.1 shall be forfeited and retained by the Liquidators as agreed liquidated damages.
- 6.7 **The Liquidators shall not be held liable for breach of paragraphs 6.2 and 6.3 strictly in the event that property cannot be delivered, third party lien imposed on the property tendered and/or other matter(s) beyond the control of the Liquidators. As such, the successful tenderer will have their deposit refunded without interest upon communication on the matter(s) in writing.**

7. DEPOSITS

- 7.1 All tenders submission must be accompanied by a forfeitable deposit equivalent to **ten (10) per cent** of the tendered price to be paid by way of Bank Draft/Cashier's Order and to be made in favour of **"Focus Equity Sdn Bhd (In Liquidation)"**. Any tender submission is not accompanied by such deposit shall not be considered.
- 7.2 The successful Tenderer is required to pay the balance **ninety (90) per cent** tendered sum in favour of **"Focus Equity Sdn Bhd (In Liquidation)"** within **ninety (90) days** from the date of SPA, or if consent is required from the State Authorities, within **ninety (90) days** from the date the consent is received by the successful Tenderer.
- 7.3 Subject to paragraph 7.4 below, the deposit(s) paid by the successful Tenderer shall be accepted as part payment of the total tendered price if the sale is completed.
- 7.4 Where the successful Tenderer fails to complete the transaction in all respects and in accordance with paragraphs 7.2 and 8, the Liquidators absolutely reserve the right to terminate the sale and forfeit all deposits paid as agreed liquidated damages and not by way of penalty.
- 7.5 Tenderer(s) will have their deposits 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, whichever the case may be, from the date of notification of acceptance of tender by the Liquidators:

The Liquidators
Focus Equity Sdn Bhd (In Liquidation)
c/o Ler Lum Advisory Services Sdn Bhd
B-3-11, Megan Avenue II
No. 12, Jalan Yap Kwan Seng
50450 Kuala Lumpur
Tel no.: 03-2776 8000

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

9. LEGAL FEES

- 9.1 The successful Tenderer shall bear all costs, expenses, fees, stamp duty in relation to all matters to procure the registration and/or to give effect of an interest over the property in the name of the successful Tenderer including the procurement of the release of assignment and any other matters related thereto.

10. PAYMENT OF OUTGOINGS

- 10.1 Quit rent, assessment, sewerage and drainage bills, and any other outgoings, if any, payable in respect of the property, shall be apportioned between the successful tenderer and Focus Equity Sdn Bhd (In Liquidation) as at the date of possession under paragraph 15.1 below.
- 10.2 The amount due by virtue of such apportionment shall be paid to the party entitled to the same on delivery of legal possession of the property.
- 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 property, if any.

11. REMOVAL OF ENCUMBRANCES

- 11.1 The successful Tenderer shall, at his/their costs and expenses, cause all encumbrances, including private caveats lodged by any party (other than the successful Tenderer) or anybody claiming under or through the successful Tenderer against the property, 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 property shall be borne by the successful Tenderer.

13. REAL PROPERTY GAINS TAX

- 13.1 The successful tenderer shall submit the returns on the sale of the property as required under the Real Property Gains Tax Act, 1976 and will be responsible to pay the tax assessed by the Director General of Inland Revenue, if any, in connection with the sale of the property.

14. RISK

14.1 As from the date of acceptance of the tender by the Liquidators, the property shall be at the sole risk of the successful Tenderer as regard to losses and/or damages caused by fire or other accident/perils whatsoever.

15. POSSESSION

15.1 Legal possession shall be deemed effected upon completion of all legal documentations, other relevant formalities and settlement of the full Purchase Price within the time stipulated in paragraphs 7 and 8 and all other monies payable to the Liquidators under the SPA in respect of sale of the property inclusive of obtaining approval by the successful Tenderer, 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 and Focus Equity Sdn Bhd (In Liquidation).

16. APPROVAL FROM RELEVANT STATE AND FEDERAL AUTHORITIES

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

17. SANCTION BY COURT WHEN NECESSARY

17.1 The Liquidators may, if necessary, obtain an order from the Court sanctioning the sale.

18. TIME IS ESSENCE OF CONTRACT

18.1 Time whenever mentioned shall be of the essence.

19. EXCLUSION OF PERSONAL LIABILITY

19.1 The tenderer(s) hereby agrees and acknowledges that the Liquidators are acting as agents of Focus Equity Sdn Bhd (In Liquidation) and accordingly the Liquidators shall have no personal liability under this document and the SPA, which is to be executed.

20. OTHER TERMS AND CONDITIONS

- 20.1 The Liquidators reserve the rights to cancel or suspend the sale in circumstances they deem appropriate and the Liquidators shall have no liabilities or obligations for such cancellation or suspension. Under such circumstances, the Security Deposit paid shall be refunded without any interest.
 - 20.2 Pending execution of the sale and purchase agreement by the parties, the terms and conditions stated in the Special Conditions of Sale to TENDER FESB/2 shall prevail.
 - 20.3 The Liquidators reserve the rights to disqualify any tender who fails, in the Liquidators' sole and absolute judgment, to comply with the terms set out by the Liquidators without any liability, obligation and giving any reasons.
 - 20.4 Any other terms that may be advised by our legal counsel as deemed fit.
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FIRST SCHEDULE

1.0 DESCRIPTION

The subject property is a parcel of undivided development land designated for high security industrial use.

2.0 LOCATION

The subject property is part of Lot No. 26 held under Title No. GRN 39947, Mukim of Sungai Tinggi, District of Ulu Selangor, State of Selangor and situated within an ongoing development known as “BerjayaCity”

BerjayaCity is situated 4 kilometers off the west side of North-South Highway at approximately 10 kilometers north-west of Bukit Beruntung township, 25 kilometers north-west of the town of Rawang and approximately 24 kilometers north-east of the town of Bestari Jaya.

The subject property is situated at the north-east portion of the ongoing BerjayaCity development and located off the east side of Jalan Bukit Tagar. Bukit Tagar interchange is located 2 kilometers to the east of subject property.

Access to the subject property from the Kuala Lumpur City Centre is via Jalan Kuala Selangor main road, Jalan Bukit Badong, Jalan Raja Musa, Jalan Timur Tambahan and thence onto Jalan Bukit Tagar. Alternatively, subject property is also accessible from North-South Highway existing at the Bukit Tagar interchange.

Appendix A shows the approximate location of the subject property in the Location Plan.

3.0 SITE

The subject site is rectangular in shape and generally flat in physical terrain and lies at the same level with the main service road, off Jalan Bukit Tagar mainroad.

The site area of the subject property based on the pre-computation plan is 50.32 acres.

Appendix B shows the site plan with the subject site.

4.0 PLANNING PROVISION

The subject property is located within an area designated for high security industrial use.

5.0 NEIGHBOURHOOD DEVELOPMENT

Upon completion, BerjayaCity will be a mixed development of housing, commercial, industrial, agricultural and infrastructure components.

Properties within the immediate vicinity of the subject property are predominantly agricultural in character including plots of land planted with oil palm.

The Universiti Industri Selangor (“UNISEL”) at Bestari Jaya is located about 16 kilometers south-west of the subject property.

Other prominent developments in the larger locality include Bandar Tasek Puteri, Bandar Country Homes, Bandar Sungai Buaya, Bukit Sentosa and Lembah Beringin.

6.0 SERVICES

Mains water, electricity supplies and telephone lines are available for connection to the subject property.

Public transportation in the form of buses and taxis are available along Jalan Bukit Tagar.

7.0 PARTICULARS OF MASTER TITLE

Separate individual document of title for the subject property has not been issued by the Land Registry.

Details of the master title extracted from a search at the Selangor Registry of Land Titles, Shah Alam, Selangor on 1st July 2011 are as follows:

Lot No.	:	Lot 26
Title No	:	Geran 39947
Town Area	:	Mukim Sungai Tinggi
District	:	Ulu Selangor
State	:	Selangor
Land area	:	8,207,011.8 meter square

Category of land use : Nil

Annual Rent : RM24,460.00

Tenure : Freehold

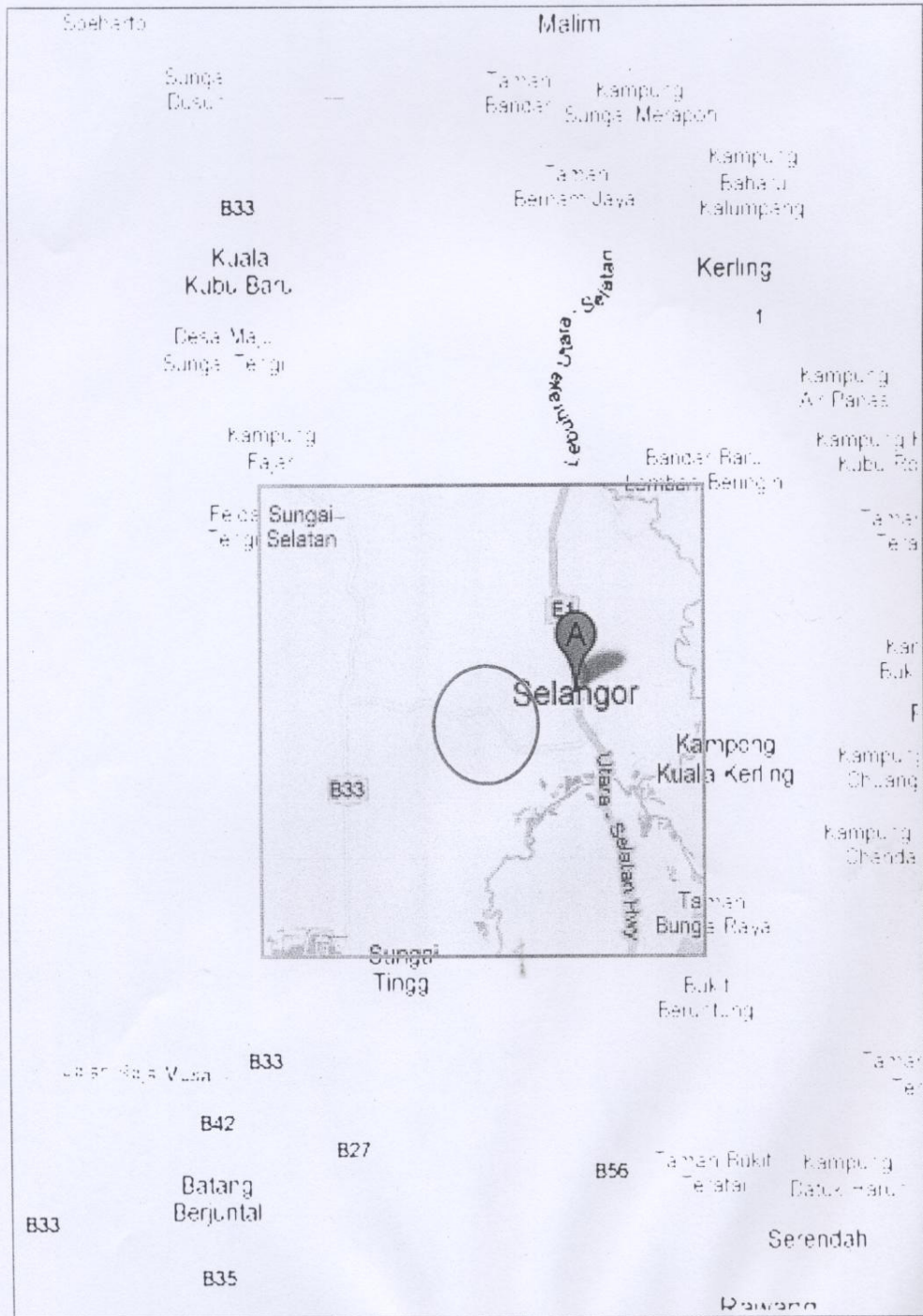
Registered owner : Berjayacity Sdn Bhd

Express condition : Nil

Restriction in interest : Nil

Encumbrances : The property is presently charged by Berjayacity Sdn Bhd to AmInvestment Bank Berhad vide Presentation No. 93134/2004 on 30th December 2004

Endorsement : A private caveat placed by Bank Pembangunan Malaysia Berhad vide Presentation No. 10960/2006 on 23rd March 2006



LOCATION PLAN



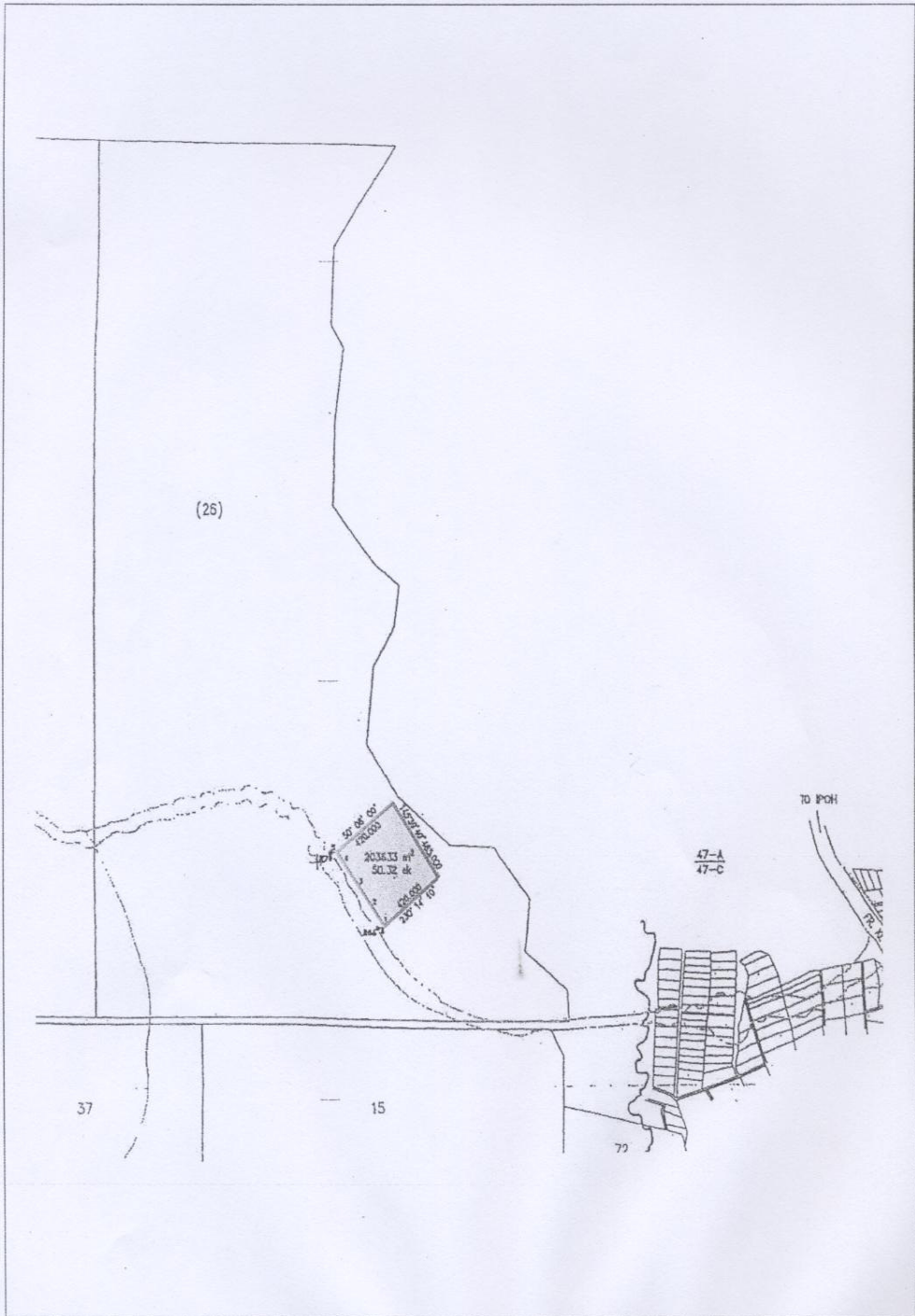
APPROXIMATE LOCATION OF THE SUBJECT PROPERTY

APPENDIX I

INTERNATIONAL ASSET CONSULTANTS

FILE REF NO: **VRKL 110881**

NOT TO SCALE



APPENDIX II

SITE PLAN

INTERNATIONAL ASSET CONSULTANTS

FILE REF NO: **VRKL 110881**

NOT TO SCALE