

14. STATUTORY AND OTHER GENERAL INFORMATION

14.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of issue of this Prospectus.
- (ii) As at the LPD, our Company has only 1 class of shares, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save as disclosed in this Prospectus, no shares, stocks or debentures of our Company has been issued or proposed to be issued as fully or partly paid-up in cash or otherwise, within the 2 years immediately preceding the date of this Prospectus.
- (iv) None of the share capital of our Group is under option, or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.
- (v) Save for the Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.3.1(b) of this Prospectus and subject to our Listing as disclosed in Section 4 of this Prospectus, there is currently no other scheme involving our directors and employees in the share capital of our Group.
- (vi) As at the date of this Prospectus, our Group does not have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in any of our Company or our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.2 EXTRACTS OF OUR CONSTITUTION

The following are extracted from our Constitution and is qualified in its entirety by reference to of our Constitution and by applicable law. The words, terms and expressions appearing in the following provisions shall bear the same meanings used in this Prospectus unless they are otherwise defined or the context otherwise requires.

Words	Meaning
“Alternate Director”	means any person who has been appointed and for the time being holds office as an alternate director of the Company in accordance with the provisions of our Constitution.
“Clause”	means a Clause contained in the Constitution.
“Deposited Security”	means Securities standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense.
“Depositor”	means a holder of a Securities Account.
“Listed”	means admitted to the Official List, and “listing” shall be construed accordingly.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Words	Meaning
“Member”	means any person for the time being registered as the holder of shares in the share capital of the Company in the Register of Members (except the Bursa Depository in its capacity as bare trustee) or any Depositor whose name appears on the Record of Depositors and who has a credit balance of shares in the Company in his or her Securities Account who shall be treated as if he/she were a Member pursuant to Section 35 of SICDA.
“Register of Members”	means the register of Members to be kept pursuant to the Act.
“Registrar”	means the Registrar of Companies designated under Section 20A(1) of the Companies Commission of Malaysia Act 2001.
“Securities”	means the securities as defined in Section 2 of the CMSA or any modification, amendment or re-enactment thereof for the time being in force and “ Security ” shall be construed accordingly.
“Securities Account”	means an account established by the Bursa Depository for a Depositor for the recording of deposits of Securities and for dealing in such Securities by the Depositor.

14.2.1 Transfer of securities**Clause 35 – Form of transfer**

“Subject to the provisions of the Act, our Constitution, the SICDA and the Rules of Depository with respect to transfer of Deposited Security, all transfers of Securities which are shares:

- (i) to Bursa Depository or its nominee company; or
- (ii) prior to the listing and quotation of such shares on the Bursa Securities,

may be effected by transfer in writing in the usual common form conforming with the Act and/or approved by Bursa Securities, or such form as may from time to time, be prescribed under the Act or approved by Bursa Securities.”

Clause 36 – No restriction on transfer of fully paid up listed Securities

“Subject to our Constitution, the Rules of Depository and except as may be required by law, there shall be no restriction on the transfer of fully paid-up listed Securities in the Company.”

Clause 37 – Transfer of listed Securities by book entry

“The transfers of any Deposited Securities or class of Deposited Securities in the Company shall be by way of book entry by Bursa Depository in accordance with the Rules of Depository and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Subsection 148(2) of the Act and any exemptions that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities.”

Clause 38 – Refusal to register

“Bursa Depository may refuse to register any transfer of Deposited Securities if it does not comply with SICDA or the Rules of Depository.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 39 – Instrument of transfer

“Subject to SICDA and the Rules of Depository, the instrument of transfer of a Security lodged with the Company for registration must be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members.”

Clauses 40 and 41.1 – Restriction of transfer

“Subject to the SICDA and the Rules of Depository, no Security shall in any circumstances be transferred to any infant, child, bankrupt or person of unsound mind.”

“With the exception of transfer in favour of Bursa Depository and subject to the provisions of SICDA and the Rules of Depository, the Directors may subject to our Constitution decline to register the transfer of any Securities (not being a fully paid Securities) and may also decline to register the transfer of any Securities on which the Company has a lien or if the registration of the transfer would result in a contravention of or failure to observe the provisions of a law in Malaysia.”

Clause 42 – Suspension of registration of transfers

“Registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine but so that no part of the Register of Members shall be closed for more than 30 days in the aggregate in any year. 14 Market Days’ (or such other minimum period as may be prescribed by Bursa Securities) notice of suspension shall be given to Bursa Securities and the Registrar stating the purpose or purposes for the suspension. In relation to the suspension, the Company shall give notice, in accordance with SICDA and the Rules of Depository, to enable Bursa Depository to issue the relevant Record of Depositors.”

Clause 45 – Recognition of renunciation of allotment

“Nothing in our Constitution shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.”

Clause 46 – Limitation of liability

“Subject to the Act, SICDA and the Rules of Depository, neither the Company or the Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Securities apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to, the Company or the Directors or other officers be legally inoperative or insufficient to pass the property in the Securities proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that, the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee of the particulars of the Securities transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his legal personal representatives and assignees shall be entitled to be recognised as the holder of such Securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**14.2.2 Remuneration of Directors****Clause 117.1 – Fees and benefits of Directors**

“Fees and benefits payable to the Directors shall be subject to annual approval of Members at a general meeting provided always that:-

- (a) fees payable to non-executive Directors shall be by way of a fixed sum, and not by way of a commission on or percentage of profits or turnover; and
- (b) any fee paid to an Alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter.”

Clauses 117.2, 117.3 and 117.4 – Payment of expenses

“The Directors may also be reimbursed for all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of Directors or general meetings of the Company or otherwise howsoever in connection with the business of the Company in the course of performing their duties as Directors.”

“In case the Company be wound up for any reason or purpose whatsoever, a Director shall not be entitled to any compensation in respect of the period which elapses between the date of the said winding up and the date at which, if the Company has not been wound up, he would have retired under the provision of our Constitution.”

“An Alternate Director shall not be entitled to receive any fees, compensation or benefits other than out of the fees and benefits of the Director who appointed him.”

Clause 121 – Fees and benefits of managing directors

“A managing director shall, subject to the Act and the terms of any agreement entered into in any particular case, receive such fees and benefits, whether by way of salary, commission, or participation in profits, or partly in one way and partly another, as the Board may determine, subject to and in accordance with the Act.”

Clause 127.3 – Right to payment for professional services

“Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as an auditor of the Company.”

Clause 128 – Pensions and donations

“Subject to the Act generally and Section 230 of the Act specifically, the Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant, donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company, or the wives, widows, families or dependents of any such persons. The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds, trusts or individuals calculated to be for the benefit of any such persons as aforesaid (including grants of scholarships and

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

bursaries) or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its members and payment for or towards the insurance of any such persons as aforesaid, and subscriptions, donations or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.”

Clause 159 – Remuneration of executive officer

“The remuneration of the Directors appointed to an executive position under the provisions of our Constitution shall subject to the terms of any agreement entered into in any particular case, be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement. The remuneration of the Directors appointed to an executive position shall be determined by the Board and can either be in addition to or in lieu of his/their fee as a Director.”

14.2.3 Voting and borrowing powers of our Directors**Clause 125 – Directors’ borrowing powers**

“The Directors may exercise all the powers of the Company to borrow money or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including uncalled capital or by means of mortgages, bonds and dispositions in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit. If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.”

Clause 126 – Keeping of registers

“The Directors shall duly comply with the provisions of the Act, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the Register of Members, keeping a register of Directors and entering all necessary particulars therein, and sending a copy thereof or a notification of any changes therein to the Registrar, and sending to the Registrar, an annual return, together with the certificates and the particulars required by the Act, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and agreements, and other particulars connected with the above.”

Clause 127 – Disclosure of interest in contracts, proposed contracts etc

“A Director who has an interest in a contract or proposed contract with the Company under Section 221 of the Act and/or the Listing Requirements:

- (i) if required under Section 221 of the Act and/or the Listing Requirements, shall declare the nature of his interest in accordance with the said provisions; and
- (ii) subject to Section 222 of the Act and/or the Listing Requirements:
 - (a) shall not vote or participate in any discussion regarding the said contract or proposed contract (and if he has done so, his vote shall not be counted); and

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- (b) shall be counted only to make the quorum present at the meeting of the Board.”

Clauses 143 and 144 – Quorum

“The quorum necessary for the transaction of the business of the Directors shall be 2.”

“No business may be transacted at a meeting of the Board if a quorum is not present.”

Clause 148 – Voting

“Subject to the provisions of our Constitution, questions arising at any meeting of the Directors shall be decided and a resolution of the Board shall be passed, if approved by a majority of votes. In the case of equality of votes and subject to Clause 127 above, the chairman shall have a casting vote. However, where 2 Directors validly constitute a quorum, the chairman of a meeting at which only such a quorum is present, or at which only 2 Directors are competent to vote on the question at issue shall not have a casting vote, whereupon, in the case of equality of votes, the status quo shall be maintained in respect of such matter or thing contained in the resolution as it stood immediately before the resolution was placed before the Board. The other business not affected by such resolution shall continue as usual.”

14.2.4 Changes in capital and variation of class rights**Clause 6 – Class of shares**

“The share capital of the Company is its issued share capital. The shares in the Company may be divided into several classes, and there may be attached to any of them respectively any preferential, deferred and/or other special rights, privileges, conditions and/or restrictions as to dividends, capital, voting and/or otherwise.”

Clauses 7.1 and 7.2 – Authority of Directors to allot shares

“Subject to the provisions of the Act and our Constitution, the Directors may issue shares to such persons and at such time, consideration and on such other terms and conditions, as the Directors may determine provided however that no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of Members in general meeting. The exercise of the aforesaid rights shall be without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares.”

“Subject to the provisions of our Constitution, the Directors shall not exercise any power to:

- (i) allot shares in the Company;
- (ii) grant rights to subscribe for shares in the Company;
- (iii) convert any Securities into shares in the Company; or
- (iv) allot shares under an agreement or option or offer,

unless the prior approval of the Members by way of ordinary resolution has been obtained.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**Clause 72 – Alteration of capital by special resolution**

“The Company may by special resolution:

- (i) consolidate and divide all or any of its share capital, such that the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (ii) convert all or any of its paid-up shares into stock and reconvert that stock into fully-paid shares; and
- (iii) subdivide its shares or any of its shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.

The Company may by special resolution reduce its share capital in any manner authorised by the Act.”

Clause 73 – Alteration in accordance with conditions and terms

“Anything done in pursuance of the last preceding Clause of our Constitution shall be done in the manner provided and subject to any conditions imposed by the Act so far as they shall be applicable, and so far as they are not applicable, in accordance with the terms of the resolution authorising the same, and so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.”

Clause 74 – Increase of share capital

“The Company in a general meeting may by ordinary resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any), or to be subject to such conditions or restrictions (if any), in regard to distribution including dividends, return of capital, voting or otherwise, as the general meeting resolving upon such increase directs.”

Clause 75.1 – Issue of new shares to existing Members

“Subject to any direction to the contrary that may be given by the Company in general meeting, any new shares or other convertible Securities proposed to be issued shall, before they are issued be offered to such persons as are at the date of the offer entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or Securities to which they are entitled. The offer shall be made by written notice specifying the number of shares or convertible Securities offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or convertible Securities offered, the Directors may dispose of those shares or convertible Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or convertible Securities which (by reason of the ratio which the new shares or convertible Securities bear to shares or Securities held by the persons entitled to an offer of new shares or convertible Securities) cannot, in the opinion of the Directors, be conveniently offered under our Constitution.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**Clause 75.2 – New capital to be considered as part of the current share capital of the Company**

“Except so far as otherwise provided by or pursuant to the conditions of issue, any new share capital shall be considered as part of the current share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the current share capital.”

Clause 76 – Modification of rights

“Notwithstanding Clause 77, the repayment of preference share capital other than redeemable preference share capital, or any other alteration of preference shares and our shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of 3/4 of the preference share capital concerned within 2 months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.”

Clause 77 – Variation of shareholders' rights

“If the share capital is divided into different classes of shares, the rights attached to any class unless otherwise provided by the terms of issue of that class may, whether or not the Company is being wound up, be varied by a written consent representing not less than 75% of the total voting rights of the Members in that class, or by a Special Resolution passed by Members in that class sanctioning the variation.”

Clause 83 – No variation of rights by issuance of new shares

“The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not, unless otherwise expressly provided by the terms of issue of such shares, as regards to participation in the profits or assets of the Company in some or in all respects be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.”

14.2.5 Limitation on the right to hold securities and/or exercise voting rights

Save as disclosed in Section 14.3 below, there is no limitation on the right to own our Shares including any limitation on the right of a non-residents or foreign shareholders to hold or exercise their voting rights on our Shares imposed by Malaysian law or by our Constitution.

14.3 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a Depositor by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be our shareholder and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**14.4 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION**

All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single-tier dividend are not taxable. Further, the Government does not levy withholding tax on dividends payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian companies. There is no Malaysian capital gains tax arising from the disposal of listed shares.

14.5 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any material contracts that are not in the ordinary course of our Group's business within the Period under Review and up to the date of this Prospectus:-

- (i) a sale and purchase agreement dated 25 September 2018 entered into between Eco Business Park 1 Development Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of all that piece of land held under H.S.(D) 560793, PTD No. 186337, Mukim Tebrau, District of Johor Bahru, State of Johor measuring approximately 2.5 acres for a purchase consideration of RM7,622,600. This transaction was completed on 7 December 2018;
- (ii) a sale and purchase agreement dated 27 December 2018 entered into between Eight Development (M) Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of a double-storey detached factory held under PN 10194, Lot No. 5369, Mukim 01, District of Seberang Perai Tengah, State of Penang measuring approximately 3,041 sqm for a purchase consideration of RM5,800,000. This transaction was completed on 22 January 2020;
- (iii) sale and purchase agreements dated 27 December 2018 entered into between Eight Development (M) Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of the following properties:-
 - (a) a unit of 4-storey shophouse held under PM 636, Lot No. 29856, Mukim Empang, District of Hulu Langat, State of Selangor measuring approximately 178 sqm for a purchase consideration of RM2,645,000 and this transaction was completed on 19 August 2019;
 - (b) 2 units of 4-storey shophouses held under PM 254, Lot No. 29854 and Pajakan Mukim 255, Lot No. 29855, both in Mukim Empang, District of Hulu Langat, State of Selangor measuring approximately 178 sqm each for a purchase consideration of RM5,290,000 and this transaction was completed on 19 August 2019;
 - (c) first floor of the 4-storey shophouse held under PM253/M1/2/2, Lot No. 29853, Mukim Ampang, District of Hulu Langat, State of Selangor measuring approximately 154 sqm for a purchase consideration of RM480,000 and this transaction was completed on 31 December 2019;
 - (d) second floor of the 4-storey shophouse held under PM253/M1/3/3, Lot No. 29853, Mukim Ampang, District of Hulu Langat, State of Selangor measuring approximately 149 sqm for a purchase consideration of RM415,000 and this transaction was completed on 19 August 2019;
 - (e) third floor of the 4-storey shophouse held under PM253/M1/4/4, Lot No. 29853, Mukim Ampang, District of Hulu Langat, State of Selangor measuring approximately 163 sqm for a purchase consideration of RM345,000 and this transaction was completed on 28 June 2019; and

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- (f) first floor of the 4-storey shophouse held under PM252/M1/2/2, Lot No. 29852, Mukim Ampang, District of Hulu Langat, State of Selangor measuring approximately 247 sqm for a purchase consideration of RM850,000 and this transaction was completed on 28 June 2019.
- (iv) a sale and purchase agreement dated 28 December 2018 entered into between True Special Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of a double storey office building cum warehouse together with a guard house and pump house held under title deed country lease no. 015586222 situated in the District of Kota Kinabalu, State of Sabah measuring approximately 0.817 hectares for a purchase consideration of RM8,300,000. This transaction was completed on 16 May 2019;
- (v) sale and purchase agreements dated 24 June 2019 entered into between BCB Berhad (as vendor) and Senheng KL (as purchaser) for the purchase of the following properties:-
- (a) a 3-storey shop office with dual frontage to be erected thereon held under H.S.(D) 74179, PTB 5001, Mukim Bandar Penggaram, District of Batu Pahat, State of Johor measuring approximately 153 sqm for a purchase consideration of RM2,459,000;
- (b) a 3-storey shop office with dual frontage to be erected thereon held under H.S.(D) 74180, PTB 5002, Mukim Bandar Penggaram, District of Batu Pahat, State of Johor measuring approximately 153 sqm for a purchase consideration of RM2,459,000; and
- (c) a 3-storey shop office with dual frontage to be erected thereon held under H.S.(D) 74181, PTB 5003, Mukim Bandar Penggaram, District of Batu Pahat, State of Johor measuring approximately 153 sqm for a purchase consideration of RM2,704,900.

The above transactions were completed on 29 July 2020;

- (vi) sale and purchase agreements dated 9 July 2019 entered into between Majlis Agama Islam Selangor (as vendor) and Senheng KL (as purchaser) for the purchase of the following properties:-
- (a) a 3½-storey shop office held under Pajakan Negeri 115443, Lot 268 Seksyen 7, Bandar Kajang, District of Ulu Langat, State of Selangor measuring approximately 146 sqm for a purchase consideration of RM2,025,000;
- (b) a 3½-storey shop office held under Pajakan Negeri 115444, Lot 267 Seksyen 7, Bandar Kajang, District of Ulu Langat, State of Selangor measuring approximately 146 sqm for a purchase consideration of RM2,025,000; and
- (c) a 3½-storey shop office held under Pajakan Negeri 115445, Lot 270 Seksyen 7, Bandar Kajang, District of Ulu Langat, State of Selangor measuring approximately 285 sqm for a purchase consideration of RM3,950,000.

The above transactions were completed on 9 August 2019;

- (vii) sale and purchase agreements dated 31 July 2019 entered into between Chan Ka Heng, Wong Geok Ban, Wong Nee Kong and Wong Swee Tong (as vendors) and Senheng KL (as purchaser) for the purchase of the following properties:
- (a) a 3-storey shop office held under Geran 34747, Lot 13437, Mukim Pulai, District of Johor Bahru, State of Johor measuring approximately 284 sqm for a purchase consideration of RM3,550,000; and

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- (b) a 3-storey shop office held under Geran 34748, Lot 13438, Mukim Pulau, District of Johor Bahru, State of Johor measuring approximately 143 sqm for a purchase consideration of RM1,750,000.

The above transactions were completed on 31 October 2019;

- (viii) sale and purchase agreements dated 31 July 2019 entered into between Ju-Ichi Enterprise Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of the following properties:

- (a) a 3-storey shop office held under H.S.(D) 83295, PTB 13005, Mukim Kluang, District of Kluang, State of Johor measuring approximately 138 sqm for a purchase consideration of RM1,598,201;
- (b) a 3-storey shop office held under H.S.(D) 83296, PTB 13006, Mukim Kluang, District of Kluang, State of Johor measuring approximately 136 sqm for a purchase consideration of RM1,582,014; and
- (c) a 3-storey shop office held under H.S.(D) 83297, PTB 13007, Mukim Kluang, District of Kluang, State of Johor measuring approximately 135 sqm for a purchase consideration of RM1,566,906.

The above transactions were completed on 29 November 2019;

- (ix) sale and purchase agreements dated 1 October 2019 entered into between Putrajaya Development Sdn Bhd (as vendor), Senheng KL (as purchaser) and Putrajaya Holdings Sdn Bhd (as proprietor) for the purchase of the following properties:

- (a) a 4-storey shop office held under Geran 1224, Lot No. 305, Presint 15, Bandar Putrajaya, District of Putrajaya, State of Wilayah Persekutuan Putrajaya measuring approximately 219 sqm for a purchase consideration of RM3,611,786; and
- (b) a 4-storey shop office held under Geran 1225, Lot No. 306, Presint 15, Bandar Putrajaya, District of Putrajaya, State of Wilayah Persekutuan Putrajaya measuring approximately 219 sqm for a purchase consideration of RM3,609,663.

The above transactions were completed on 21 January 2020;

- (x) sale and purchase agreements dated 9 October 2019 entered into between Ng Yam Huat Fishery Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of the following properties:

- (a) a 3-storey shop office known as Plot No. 1 measuring approximately 203 sqm for a purchase consideration of RM2,550,000;
- (b) a 3-storey shop office known as Plot No. 2 measuring approximately 129 sqm for a purchase consideration of RM1,650,000; and
- (c) a 3-storey shop office known as Plot No. 3 measuring approximately 129 sqm for a purchase consideration of RM1,650,000.

all held under master title H.S.(D) 62824, Lot 10062 Seksyen 3, Bandar Bukit Mertajam, District of Seberang Perai Tengah, State of Penang. The above transactions were completed on 11 February 2020;

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- (xi) an agreement to build and let dated 11 November 2019 entered into between SDM Assets III Sdn Bhd ("**SDM Assets III**") (as landlord) and Senheng KL (as tenant) for the construction of a single storey warehouse facility with office space on part of the lands held under H.S.(D) 158613, PT 77275 and H.S.(D) 158614, PT 77276, Mukim Kapar, District of Klang, State of Selangor measuring approximately 200,035 sq ft. Upon completion of the construction, SDM Assets III shall let to Senheng KL the completed warehouse facility to be used as our CDC. The parties have on 16 November 2020 entered into a tenancy agreement for the CDC as required under the agreement to build and let, at a monthly rental of RM320,056 for a term of 3 years, commencing from 16 December 2020 and expiring on 15 December 2023 with an option to renew for 2 further terms of 3 years each upon the expiry of the current term;
- (xii) a sale and purchase agreement dated 18 September 2020 entered into between Komachi Industrial (M) Sdn Bhd (as vendor) and Senheng KL (as purchaser) for the purchase of all that parcel of land together with a 2-storey office building cum warehouse together with pump house currently under renovation held under Lot 1379, Section 66, Kuching Town Land District measuring approximately 5,496 sqm for a purchase consideration of RM6,300,000. This transaction was completed on 12 February 2021;
- (xiii) sale and purchase agreements dated 23 December 2020 and 24 December 2020 respectively entered into between Danau Lumayan Sdn Bhd (as vendor), Senheng KL (as purchaser) and Datuk Bandar Kuala Lumpur (as proprietor) for the purchase of the following properties:
- (a) a shoplot located at the ground floor known as Parcel No. G-05 measuring approximately 136 sqm for a purchase consideration of RM804,100;
 - (b) a shoplot located at the ground floor known as Parcel No. G-06 measuring approximately 197 sqm for a purchase consideration of RM1,168,200;
 - (c) a shoplot located at the ground floor known as Parcel No. G-07 measuring approximately 136 sqm for a purchase consideration of RM804,100;
 - (d) a shoplot located at the first floor known as Parcel No. 1-06 measuring approximately 157 sqm for a purchase consideration of RM762,750;
 - (e) a shoplot located at the first floor known as Parcel No. 1-07 measuring approximately 227 sqm for a purchase consideration of RM1,099,350; and
 - (f) a shoplot located at the first floor known as Parcel No. 1-08 measuring approximately 157 sqm for a purchase consideration of RM762,750.
- all held under master title Pajakan Negeri 48474, Lot 58405, Mukim Kuala Lumpur, District of Kuala Lumpur, State of Wilayah Persekutuan Kuala Lumpur. The above transactions are pending completion as at the LPD;
- (xiv) a conditional share sale agreement dated 28 June 2021 entered into between KH Lim, KC Lim and KY Lim (as vendors) and Senheng (as purchaser) for the acquisition of 1,000,000 shares in Senheng KL for a total consideration of RM166,206,168 to be satisfied via the issuance of 166,206,168 new Shares at an issue price of RM1.00 per Share. This transaction was completed on [•]; and
- (xv) [the Underwriting Agreement].

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**14.6 MATERIAL LITIGATION**

As at the LPD, our Group is not involved in any material litigation or arbitration, either as plaintiff or defendant, which may have a material adverse effect on the business or financial position of the Group, and our Directors confirm to the best of their knowledge that there is no legal proceeding, pending or threatened, or of any fact likely to give rise to any legal proceeding which may have a material adverse effect on the business or financial position of the Group.

14.7 CONSENTS

The written consents of our Principal Adviser, Underwriter and Placement Agent, Solicitors, Issuing House and Share Registrar and Company Secretaries as set out in the Corporate Directory of this Prospectus for the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Auditors and Reporting Accountants for the inclusion of its name, Accountants' Report and Reporting Accountants' report on the compilation of the Pro Forma Statements of Financial Position, and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

The written consent of Smith Zander for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.8 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at BO3-B-13-1, Level 13, Menara 3A, KL Eco City, No. 3, Jalan Bangsar, 59200 Kuala Lumpur during office hours for a period of 6 months from the date of this Prospectus:-

- (i) our Constitution;
- (ii) our material contracts as referred to in Section 14.5 above;
- (iii) the IMR Report as set out in Section 8 of this Prospectus;
- (iv) the Reporting Accountants' Report on the Compilation of the Pro Forma Statements of Financial Position as set out in Section 12.8 of this Prospectus;
- (v) Accountants' Report as set out in Section 13 of this Prospectus;
- (vi) the letters of consent referred to in Section 14.7 above;
- (vii) the audited financial statements of Senheng KL and Senheng Captive for the FYE 2018, 2019 and 2020; and
- (viii) the audited financial statements of SC Alliance from 5 August 2020 (date of incorporation) to 31 December 2020.