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## 15. STATUTORY AND GENERAL INFORMATION

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### 15.1 Share Capital

- (a) No ordinary shares will be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (b) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus, there is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (c) Save for the 2,832,000 new ordinary shares of RM1.00 each reserved for the Directors and eligible employees of the Group, pursuant to this Prospectus, there are at present no other schemes involving the employees in the share capital of this Company or its subsidiaries.
- (d) As at the date of this Prospectus, none of the capital of the Company or any of its subsidiaries is under any option or agreed conditionally or unconditionally to be put under any option.
- (e) Save as disclosed in Section 5.3 of this Prospectus, no shares, stocks or debentures in the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus.

### 15.2 Articles Of Association

The following provisions are reproduced from the Company's Articles of Association as follows:

#### A. Articles relating to Transfer of Securities

##### **Article 40 : Transfer by Book Entry**

The transfer of any securities or class of securities of the Company shall be by way of book entry by the Central Depository in accordance with the Rules and notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.

##### **Article 41 : Prohibition of Transfer**

No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**Article 42(1) : Transfer of Securities to Malaysian Register**

Where :

- (a) the securities of the Company are listed on an Approved Market Place; and
- (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a securities holder, permit a transfer of securities held by such securities holder from the Foreign Register to the Malaysian register provided that there shall be no change in the ownership of such securities and the transfer shall be executed by causing such securities to be credited directly into the securities account of such securities holder.

**Article 42(2) : Prohibition of Transfer of Securities into Foreign Register**

The Company, upon fulfilling the requirements of paragraphs (a) and (b) of Article 42(1), shall not allow any transfer of securities from the Malaysian Register into the Foreign Register.

**Article 43 : Renunciation of Allotment of Shares by Allottee**

Nothing in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

**Article 44 : Transmission on Death of a Member**

In the case of death of a member, the legal personal representatives of the deceased shall be the only persons recognised by the Company as having any title to this interest in the shares but nothing herein contained shall release the estate of a deceased share holder from any liability in respect of any share which had been held by him.

**Article 45 : Person Becoming Entitled on Death or Bankruptcy**

Any person becoming entitled to shares in consequence of the death or bankruptcy of any member may, upon such evidence being produced as may from time to time properly be required by the Directors and the Central Depository and subject to the provisions of these Articles and the Rules, elect either to be registered himself as a member in respect of such shares or to have some person nominated by him registered as transferee thereof. Before recognising any executor or administrator, the Directors may require him to take out probate or letters of administration as evidence.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**Article 43 : Procedure for Registration**

If the person so becoming entitled elects to be registered himself, he shall, subject to the Rules, deliver or send to the Central Depository a request for the transfer of the shares to his securities account. If he elects to have another person registered he shall, subject to the Rules, deliver or send to the Central Depository a request for transfer of the shares to that person's securities account. All the limitations, restrictions and provisions of these Articles and the Rules relating to the transfer and the registration of transfers of shares shall be applicable to any such request and transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the request for transfer were signed by that member.

**B. Articles relating to remuneration of Directors**

**Article 101 : Directors' Fees**

The fees of the Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree or, failing agreement, equally, except that any Director who hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office provided always that:

- (a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;
- (b) salaries payable to executive Directors may not include a commission on or percentage of turnover;
- (c) fees payable to Directors shall not be increase except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting;
- (d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid of the remuneration of the latter.

**Article 102(1) : Reimbursement for Expenses**

The Directors shall be entitled to be reimbursed for all traveling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the performance of their duties as Directors.

**Article 102(2) : Special Remuneration**

If by arrangement with the Directors, any Directors shall perform or render any special duties or services outside his ordinary duties as a Director, in particular without limiting the generality of the foregoing, if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged provided always that the extra remuneration payable to:

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15. **STATUTORY AND GENERAL INFORMATION (Cont'd)**

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- (a) a non-executive Director shall not be by way of a commission on or percentage of profits or turnover;
- (b) an executive Director shall not include a commission on or percentage of turnover.

**Article 130 : Remuneration**

The remuneration of the Chief Executive Officer or Managing Director shall, subject to the terms of any agreement entered into in any particular case, 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 his appointment that he shall receive pension, gratuity or other benefits upon his retirement.

**C. Articles relating to Voting & Borrowing Powers of Directors including Voting Powers in relation to Proposals, Arrangements or Contracts in which they are interested**

**Article 106(1) : Directors' Powers to Borrow, Mortgage, Charge etc**

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. Provided always that nothing contained in these Articles shall authorise the Directors to borrow any money or mortgage or charge any of the Company's or any its subsidiaries' undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

**Article 110 : Holding by Directors of Other Office**

A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Directors or intending Director shall be disqualified by his office from contracting with the Company with regard to his tenure of any such office place of profit in any other respect nor shall any such contract or any contract or arrangement entered into by or on behalf of any company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of fiduciary relation thereby established provided always that Sections 131 and 132E and all other relevant provisions of the Act and these Articles are complied with.

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15. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

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**Article 111 : Professional Services by Directors**

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 the auditor of the Company.

**Article 20 : Disclosure of Director's Interests**

Every Director shall comply with the provisions of Sections 131 and 35 of the Act in connection with the disclosure of the fact and the nature, character and extent of any office or possession of any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as Director of the Company.

**Article 121 : Director's Interest in Contracts, etc with other Companies**

No Director may vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal interest nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company.

**Article 122 : Counted in Quorum**

A Director notwithstanding his interest may, provided that none of the other Directors present disagrees, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whether the terms of any such appointment as hereinafter mentioned are considered or where any decision is taken upon any contract or arrangement in which he is in any way interested, PROVIDED ALWAYS THAT he has complied with Section 11 and all other relevant provisions of the Act and of these Articles.

**Article 123 : Director's Directorship or Interest in Other Corporations**

A Director of the Company may be or become a director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. A Director may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by him as director of such other corporation in such manner and in all respects as he may think fit (including the exercise thereof in favour of any resolution appointing him as director or other officer of such corporation) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid, notwithstanding that he may be, or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in the manner aforesaid provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**D. Articles relating to changes in capital and variation of class rights**

The provisions in the Articles of Association of the Company as to changes in capital and variation of class rights which are not more stringent than those provided in the Companies Act, 1965 are as follows:

**Article 3 : Issues of Shares**

Subject to the Act and to the conditions, restrictions and limitations expressed in these Articles and to the provisions of any resolution of the Company, the Directors may allot, grant options over or otherwise dispose of the unissued share capital of the Company to such persons, at such time and on such terms as they think proper, provided always that:

- (a) no shares shall be issued at a discount except in compliance with the provisions of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;
- (c) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same;
- (d) every issue of shares or options to employees and/or Directors shall be approved by the members in general meeting and:-
  - (i) such approval shall specifically detail the amount of shares or options to be issued to such Director;
  - (ii) only Directors holding in an executive capacity shall participate in such an issue of shares or options.

**Article 4 : Preference Shares**

Without prejudice to any special rights previously conferred on the holders of any share or class of shares already issued, but subject to the Act and these Articles, any shares in the Company (whether forming part of the original capital or not) may be issued or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine provided always that:

- (a) the total nominal value of preference shares issued shall not exceed the total nominal value of the ordinary shares issued at any time;
- (b) the holders of preference shares shall have the same rights as the holders of ordinary shares as regard receiving notices, reports and audited accounts and attending general meetings of the Company but shall only have the right to vote at any meeting convened in each of the following circumstances:

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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- (i) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;
  - (ii) on a proposal to reduce the share capital of the Company;
  - (iii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
  - (iv) on a proposal that affects rights attached to the shares;
  - (v) on a proposal to wind up the Company;
  - (vi) during the winding up of the Company.
- (c) the holders of the preference shares shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up;
- (d) the Company shall not unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 18 hereof issue further preference capital ranking in priority to preference shares already issued but may issue preference shares ranking equally therewith. Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

**Article 6 : Share Buy-Back**

Notwithstanding the provisions of Article 5, the Company may, with the sanction of an ordinary resolution of the shareholders in a general meeting, purchase its own shares subject to the terms and conditions as the Directors may, in their absolute discretion, deem fit provided that:

- (a) the aggregate number of shares to be purchased does not exceed ten (10) per cent, or such other percentage as may be determined by the Exchange, of the issued share capital of the Company for the time being unless prior approval of the Exchange has been obtained; and
- (b) the purchase is in compliance with the provisions of the Act and the Rules.

**Article 11 : Proportionate Offer of Shares**

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before they are issued, be offered to such persons as at the date of the offer are 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.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**Article 12 : Offer by Notice**

The offer shall be made by notice specifying the number of shares or 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 securities offered, the Directors may be dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.

**Article 13 : New Issues of Shares**

All new issues of securities by the Company for which listing is sought shall be made by way of crediting the securities accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with the Listing Requirements. For this purpose, the Company must notify the Central Depository of the names of the allottees and all such particulars required by the Central Depository, to enable the Central depository to make the appropriate entries in the securities account of such allottee.

**Article 18 : Repayment of Preference Share Capital or Alteration of Preference Shareholders' Rights**

Notwithstanding Article 19 hereof the repayment of preference share capital other than redeemable preference share capital, or any other alteration of preference shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned, provided 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 three-fourths (3/4) of the preference share capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

**Article 19 : Variation or Abrogation of Rights Attached to Class of Shares**

If at any time the share capital is divided into classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two (2) persons holding or representing by proxy at least one-tenth (1/10) of the issued shares of the class and that any holder of shares of the class present in person or proxy may demand a poll. To every such special resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**Article 20 : Issue of Shares Ranking Pari Passu**

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

**Article 52 : Increase in Share Capital**

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

**Article 53 : New Shares**

Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company. All new shares shall be subject to the provisions herein contained with reference to allotments, the payment of calls and installments, transmissions, forfeiture, lien or otherwise.

**Article 54(1) : Consolidation, Sub-Division and Cancellation**

The Company may from time to time by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association of the Company and these Articles (subject nevertheless to the provisions of the Act) and so that the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share be the same as it was in the case of the shares from which the reduced share is derived. Any resolution whereby any share is sub-divided may determine that, as between the holders of shares resulting from such subdivision, one or more of such shares may have such preferred or other special rights over or may preference or advantage as regards dividends, return of capital voting or otherwise over the other or others of such shares;
- (c) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)****Article 54(2) : Reduction of Share Capital**

The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to an incident authorised and consent required by law.

**15.3 Directors And Substantial Shareholders**

- (a) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (b) A Director is not required to hold any qualification shares in the Company or its subsidiary companies unless otherwise so decided by the Company in general meeting.
- (c) Save as disclosed in Section 7.8 none of the existing Directors of the Company have any existing or proposed employment contracts with the Company or any of its subsidiary companies.
- (d) For the financial year ended 31 March 2002, remunerations and fees amounting to RM830,916 was paid to the Directors of HYB for services rendered to the Company and its subsidiary companies. For the financial year ending 31 March 2003, the forecasted amount payable to the Directors for services rendered to the Company and its subsidiary companies is RM924,000.
- (e) Save as disclosed in Section 9.1, none of the Directors nor substantial shareholders of the Company has any interest, direct or indirect, in the promotion of or in any assets acquired or proposed to be acquired or disposed of or proposed to be disposed of by or leased or proposed to be leased to the Company or any of its subsidiary companies within the two (2) years preceding the date of this Prospectus.
- (f) The Directors' shareholdings of the Company before the Public Issue/Offer For Sale (based on the Register of Directors' shareholdings as at 16 September 2002, being the latest practicable date prior to the printing of this Prospectus) and after the Public Issue/Offer For Sale are as follows:-

Name	Before Public Issue/Offer For Sale				After Public Issue/Offer For Sale			
	<-----Direct----->		<-----Indirect---->		<-----Direct----->		<-----Indirect---->	
	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%
Dato' Seri Dr. Ting Chew Peh	-	-	-	-	110,000*	0.12	-	-
Chor Eng Choon	-	-	-	-	99,000*	0.11	-	-
Ho Khon Yok	5,180,824	6.72	-	-	3,552,210*	3.95	-	-
Ho Mook Leong	1,700,666	2.20	-	-	1,190,326*	1.32	-	-
Tan Sri Dato Seri Prof. Dr. Yom Ahmad bin Ngah Ahmad	157,664	0.20	-	-	2,102,471 <sup>(1)</sup>	2.34	-	-
Goh Swee Boh @ Goh Cheng Kin	5,359,299	6.95	-	-	3,483,207	3.87	-	-
Lee Ah Har @ Lee Kong Yip	945,981	1.23	-	-	639,828*	0.71	-	-

## 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

Notes:

\* Inclusive of pink form shares allocation

<sup>(1)</sup> Pursuant to allocation of 2,000,000 ordinary shares under Offer For Sale as approved by MITI

After the Public Issue/Offer For Sale, the respective spouses of Dato' Seri Dr. Ting Chew Peh and Goh Swee Boh @ Goh Cheng Kin will hold 77,878 and 181,170 ordinary shares in HYB respectively.

- (g) The substantial shareholders (with 5% or more shareholding, directly and indirectly) of the Company before the Public Issue/Offer For Sale (based on the Register of Members as at 16 September 2002, being the latest practicable date prior to the printing of this Prospectus) and after the Public Issue/Offer For Sale are as follows:-

Name	Nationality/ Place Of Incorporation	Before Public Issue/Offer For Sale				After Public Issue/Offer For Sale			
		<-----Direct----->		<-----Indirect----->		<-----Direct----->		<-----Indirect----->	
		No. Of Shares	%	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%
HHSB	Malaysia	44,145,789	57.24	2,364,953 <sup>(1)</sup>	3.07	27,588,144	30.65	1,537,071 <sup>(1)</sup>	1.71
HJSB	Malaysia	2,364,953	3.07	44,145,789 <sup>(1)</sup>	57.24	1,537,071	1.71	27,588,144 <sup>(1)</sup>	30.65
Goh Swee Boh @ Goh Cheng Kin	Malaysian	5,359,299	6.95	-	-	3,483,207	3.87	-	-
Ho Khon Yok	Malaysian	5,180,824	6.72	-	-	3,552,210*	3.95	-	-
The estate of Ho Mok Heng		3,153,271	4.09	46,510,742 <sup>(2)</sup>	60.31	3,153,271	3.50	29,125,215 <sup>(2)</sup>	32.36
Chew Po Sim	Malaysian	-	-	46,510,742 <sup>(2)</sup>	60.31	-	-	29,125,215 <sup>(2)</sup>	32.36
Ho Min Yi	Malaysian	-	-	46,510,742 <sup>(2)</sup>	60.31	-	-	29,125,215 <sup>(2)</sup>	32.36
Ho Wen Yan	Malaysian	-	-	46,510,742 <sup>(2)</sup>	60.31	-	-	29,125,215 <sup>(2)</sup>	32.36
Ho Wen Fan	Malaysian	-	-	46,510,742 <sup>(2)</sup>	60.31	-	-	29,125,215 <sup>(2)</sup>	32.36
Ho Wen Han	Malaysian	-	-	46,510,742 <sup>(3)</sup>	60.31	-	-	29,125,215 <sup>(3)</sup>	32.36

Notes:

\* Inclusive of pink form shares allocation

<sup>(1)</sup> Deemed interest by virtue of common substantial shareholders of HHSB and HJSB as disclosed in Section 7.1.3

<sup>(2)</sup> Deemed interest by virtue of her/his substantial shareholdings in HHSB and HJSB

<sup>(3)</sup> Deemed interest by virtue of his substantial shareholdings in HHSB and HJSB held in trust by the late Ho Mok Heng for him

After the Public Issue/Offer For Sale, the spouse of Goh Swee Boh @ Goh Cheng Kin will hold 181,170 ordinary shares in HYB.

## 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (h) Save as disclosed in Section 9.1 as at the date of this Prospectus, none of the Directors or the substantial shareholders are materially interested in any contract or arrangement which is significant in relation to the business of the Group.
- (i) Save as disclosed below, none of the Directors or the substantial shareholders are interested, directly and indirectly, in any business carrying on a similar trade as the Company and its subsidiary companies.

Name Of Director/ Substantial Shareholder	Name Of Company	← Direct →		← Indirect →		Principal activities
		No. Of Shares	%	No. Of Shares	%	
Goh Swee Boh @ Goh Cheng Kin	HYL	849,900	6.95	-	-	Investment holding <sup>(1)</sup>
The estate of Ho Mok Heng	HYL	509,000	4.16	7,363,000 <sup>(a)</sup>	60.21	Investment holding <sup>(1)</sup>
	HYMSB	2,275,000	56.88	-	-	Investment holding <sup>(2)</sup>
HHSB	HYL	7,000,000	57.24	363,000 <sup>(b)</sup>	2.97	Investment holding <sup>(1)</sup>
HJSB	HYL	363,000	2.97	7,000,000 <sup>(b)</sup>	57.24	Investment holding <sup>(1)</sup>
Ho Mook Leong	HYL	269,667	2.20	-	-	Investment holding <sup>(1)</sup>
Ho Khon Yok	HYL	709,000	5.80	-	-	Investment holding <sup>(1)</sup>
Lee Ah Har @ Lee Kong Yip	HYL	150,000	1.23	-	-	Investment holding <sup>(1)</sup>
Chew Po Sim	HYL	1,000	negligible	7,363,000 <sup>(a)</sup>	60.21	Investment holding <sup>(1)</sup>
Ho Min Yi	HYL	1,000	negligible	7,363,000 <sup>(a)</sup>	60.21	Investment holding <sup>(1)</sup>
Ho Wen Yan	HYL	1,000	negligible	7,363,000 <sup>(a)</sup>	60.21	Investment holding <sup>(1)</sup>
Ho Wen Fan	HYL	1,000	negligible	7,363,000 <sup>(a)</sup>	60.21	Investment holding <sup>(1)</sup>
Ho Wen Han	HYL	-	-	7,363,000 <sup>(c)</sup>	60.21	Investment holding <sup>(1)</sup>

Notes:

<sup>(a)</sup> Deemed interest by virtue of his/her substantial shareholdings in HHSB and HJSB

<sup>(b)</sup> Deemed interest by virtue of common substantial shareholders of HHSB and HJSB as disclosed in Section 7.1.3 herein

<sup>(c)</sup> Deemed interest by virtue of his substantial shareholdings in HHSB and HJSB held in trust by the late Ho Mok Heng for him

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**


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*As provided in the table above, certain Directors and substantial shareholders of HYB are involved in businesses similar to those of the HYB Group. However, the Directors and substantial shareholder of HYB are of the view that this does not give rise to material conflict of interest situation since :*

- (1) *HYL is an investment holding company which has two (2) subsidiaries namely PESB (70%) and PMSB (70%). PESB has approximately 600 acres of land bank in Jelevu, Negeri Sembilan whilst PMSB via its 65% owned subsidiary, PDSB has approximately 658 acres also in Jelevu, Negeri Sembilan. Currently the aforesaid land in Jelevu is plantation land which is not converted yet. The directors and the company has no immediate plan to commence development on the said land bank and have provided an undertaking that so long as HYL and HYB have any substantial shareholder and/or any director in common, the directors of HYL shall ensure that if any of its subsidiaries were to decide, at any time or from time to time, to undertake the development of any land wheresoever situated, such subsidiary shall appoint HYB or any of its subsidiaries as the developer(s) of such land on arm's length terms.*
- (2) *Ho Mook Leong and Ho Mook Sing are the executors of the estate of the late Ho Mok Heng. The late Ho Mok Heng was a director and substantial shareholder of HYMSB which has a 80% owned subsidiary, Jixing Real Estate Development Co. Ltd. which has development projects in Wei Fang City, China. As this company's property development projects are located in China, there would not be any conflict of interest with the HYB Group's property development projects which are located in Malaysia.*
- (j) Save as disclosed in Section 4(b) of this Prospectus, there are no other persons who, directly or indirectly, jointly or severally, exercise control over the Company.
- (k) No option to subscribe for securities of the Company or any of its subsidiary companies was granted to or exercised by any Director during the financial year ended 31 March 2002.

**15.4 Additional Information**

- (a) The nature of HYB's business is set out in Section 5 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 and their respective principal activities are set out under the same section of this Prospectus.
- (b) The time of the opening and closing of the Application Lists is set out in Section 16.1 of this Prospectus.
- (c) The amount payable in full on application in respect of the Public Issue and Offer For Sale is RM1.75 per ordinary share.
- (d) As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
- (e) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 16 of this Prospectus.
- (f) The names and addresses of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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- (g) (i) Underwriting commission is payable to the Joint Managing Underwriters at the rate of 2.00% of the issue price of RM1.75 per ordinary share on the ordinary shares being underwritten which form the subject of this Prospectus.
- (ii) Placement agent fee is payable by the Company at the rate of up to 2.00% of the issue price of RM1.75 per ordinary share.
- (iii) Brokerage will be paid by the Company at the rate of 1.00% of the issue price of RM1.75 per ordinary share to the parties in the circumstances specified in Section 3.9 of this Prospectus.
- (iv) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up capital of the Company on the Main Board of the KLSE amounting to approximately RM2,500,000 will be borne by the Company.
- (h) Save for item (g) above, no commission, discounts, brokerages or other special terms has been paid or is payable by the Company or its subsidiaries within the two (2) preceding years in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Director or proposed Director or promoter or expert is entitled to receive any such payment.
- (i) Save for the remuneration paid to Ho Khon Yok and Ho Mok Leong amounting to RM427,280 and RM138,600 respectively, no amounts or benefits have been paid or given within the two (2) preceding years of the date hereof nor is it intended to be so paid or given, to any promoter.
- (j) The Company and its subsidiaries have not established a place of business outside Malaysia.
- (k) Save as disclosed in the consolidated profit forecast and assumptions of the HYB Group, the Directors are not aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company and its subsidiaries.
- (l) No property has been acquired or is proposed to be acquired by the Company or its subsidiary companies in contemplation of the Public Issue.
- (m) There is no present intention on the part of the Directors of the Company and its subsidiaries to issue any part of the authorised but unissued share capital of the Company other than the Public Issue, the subject matter of this Prospectus.
- (n) Save as disclosed in the Prospectus, HYB has not offered any securities by way of rights or allotment to the holders of the existing securities.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**15.5 Material Contracts**

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered in the ordinary course of business) which have been entered into by the Company and its subsidiaries within the two (2) years preceding the date of this Prospectus:

- (a) On 5 February 2001, HYB disposed of 135,000 ordinary shares of RM1.00 each, representing 30% equity interest in PESB to a third party, Tegastia Holdings Sdn Bhd for a cash consideration of RM4,800,000;
- (b) By virtue of the four (4) agreements dated 28 January 2001, 5 February 2001 (2 agreements) and 10 February 2001, HYB disposed of 315,000 ordinary shares of RM1.00 each, representing 70% equity interest in PESB to HYL for a cash consideration of RM6,237,617;
- (c) On 15 February 2001, HYB entered into two (2) agreements with HJSB to acquire 45,000 ordinary shares of RM1.00 each, representing 15% equity interest in each of PPSB and GPSB for cash consideration of RM2,250,000 and RM3,375,000 respectively;
- (d) On 15 February 2001, HYB had entered into two (2) agreements with Ahmad Mokhtar Bin Shuib to acquire 90,000 shares of RM1.00 each, representing 30% equity interest in each of PPSB and GPSB for cash consideration of RM4,500,000 and RM6,750,000 respectively. The aforesaid acquisitions have been approved by the FIC on 14 August 2001;
- (e) On 15 February 2001, HYB has entered into an agreement with Chandan Raya Sdn Bhd to acquire the remaining 475,000 ordinary shares of RM1.00 each, representing 19% equity interest in AMISB for a cash consideration of RM4,180,000. The aforesaid acquisition has been approved by the FIC on 14 August 2001; and
- (f) On 17 February 2001, YLR SB disposed of its investment in three (3) associated companies, namely Cempaka Baiduri Sdn Bhd, Habaziah Sdn Bhd and Pembinaan Silih Kasih Sdn Bhd for cash consideration of RM350,000, RM97,500 and RM749,500 respectively to Ho Mook Sing.

**15.6 Material Agreements**

Save as disclosed below, there are no subsisting material agreements which have been entered into by HYB or its subsidiaries as at the date of this Prospectus:

- (a) Via a letter dated 28 October 2001 from S Chan Project Consultancy Services Sdn Bhd, GPSB awarded a contract to Hwa Hin Sdn Bhd for the construction and completion of main drains and prestressed concrete bridges over main drain reserve on Lot PTD 71928, 71929 and 71930 Mukim Pulau at Taman Pulau Indah, Johor Bahru for a lump sum of RM6,771,049 satisfied by cash;
- (b) Via a letter dated 24 May 2001 from Atria Architects, GPSB awarded a contract to Malpakat Construction Sdn Bhd for the construction and completion of 302 units of 2-storey low medium cost terrace houses and 219 units of 2-storey low medium cost terrace houses and 3 units of TNB sub-station on part of Lot PTD 71928, 71929 and 71930 Mukim Pulau at Taman Pulau Indah, Johor Bahru for a lump sum of RM16,718,045 satisfied by cash;

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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- (c) Via a letter dated 15 May 2001 from Akibina Chartered Akitek, GPSB awarded a contract to TKB Construction Sdn Bhd for the construction and completion of 247 units of 2-storey terrace houses and 3 units of TNB sub-station on part of Lot PTD 71928, 71929 and 71930 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM17,734,945 satisfied by cash;
- (d) Via a letter dated 21 November 2001 from JYP Architect, GPSB awarded a contract to TKB Construction Sdn Bhd for the construction and completion of 102 units of 1 ½ storey terrace houses and 1 unit of TNB sub-station on part of Lot PTD 71928, 71929 and 71930 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM6,405,000 satisfied by cash;
- (e) Via a letter dated 29 January 2002 from Teh Moon Chong Architect, AMISB awarded a contract to Soon Huat Tractor & Construction Works for the construction and completion of 147 units of 2-storey terrace houses on part of Lot 12670 (PT 1347), Mukim Bota, at Bandar Universiti, Seri Iskandar, Daerah Perak Tengah, Perak for a lump sum of RM6,748,000 satisfied by cash;
- (f) Via a letter dated 28 October 2001 from S Chan Project Consultancy Services Sdn Bhd, GPSB awarded a contract to Woon Brothers Construction Sdn Bhd for the construction and completion of water reticulation works and service pipe connection and associated works for full commissioning, sewerage reticulation works and full ancillary works for full commissioning and road pavement and drainage and all auxillary works on Lot PTD 71928, 71929 and 71930 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM8,746,610 satisfied by cash;
- (g) Via a letter dated 23 November 2001 from JYP Architect, GPSB awarded a contract to Rentas Jaya Sdn Bhd for the construction and completion of 170 units of single storey terrace houses and 1 unit of TNB sub-station on part of Lot PTD 71928, 71929 and 71930 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM7,949,829 satisfied by cash;
- (h) Via a letter dated 16 July 2002 Akibina Chartered Akitek, GPSB awarded a contract to Rentas Jaya Sdn Bhd for the construction and completion of 162 units of double-storey terrace houses, Phase 4, on PTD 112063-112205 and PTD 112209-112227 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM11,887,274.97 satisfied by cash;
- (i) Via a letter dated 23 November 2001 from JYP Architect, GPSB awarded a contract to Senibina Kembara Sdn Bhd for the construction and completion of 155 units of single-storey terrace houses inclusive of 2 units of show houses on Lot PTD 113662-113816 and 1 unit of TNB sub-station on Lot PTD 114247 on part of Lot PTD 71928, 71929 and 71930 Mukim Pulai at Taman Pulai Indah, Johor Bahru for a lump sum of RM7,201,430 satisfied by cash;
- (j) Placement agreement dated 9 February 2002 between HYB and Aseambankers for the placement of 8,000,000 ordinary shares of RM1.00 each to nominated placees for a placement fee of up to 2.00% of the issue price of RM1.75 per ordinary share amounting up to RM280,000 to be satisfied by cash;



## 15. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

- (k) Underwriting Agreement signed between HYB, the Joint Managing Underwriters and T.A. Securities Berhad on 26 April 2002 for the underwriting of 4,871,000 ordinary shares of RM1.00 each including any shares not subscribed by the eligible employees and Directors of HYB under the Public Issue for an underwriting commission of 2.00% of the issue price of RM1.75 per ordinary share amounting to RM170,485 to be satisfied by cash;
- (l) Via a letter dated 30 April 2002 from JYP Architect, GPSB awarded a contract to Shamho Construction Sdn Bhd for the construction and completion of 149 units of double storey terrace houses (Phase 3C) on PTD 113235-113285 and PTD 113288-113385 on part of Lot PTD 71928, 71929 and 71930 Mukim Pulau at Taman Pulau Indah, Johor Bahru for a lump sum of RM8,884,608 satisfied by cash;
- (m) Supplemental Underwriting Agreement signed between HYB and the Joint Managing Underwriters on 4 September 2002 for the underwriting of 4,871,000 ordinary shares of RM1.00 each including any shares not subscribed by the eligible employees and Directors of HYB under the Public Issue for an underwriting commission of 2.00% of the issue price of RM1.75 per ordinary share amounting to RM170,485 to be satisfied by cash;
- (n) Loan Financing Agreement dated 23 February 2001 signed between HYB and Benih Murni Sdn Bhd ("BMSB") for land disposed by DNSB. Please refer to Section 15.9 for details; and
- (o) Loan Financing Agreement dated 30 March 2001 signed between HYB and Megah Insaf Sdn Bhd ("MISB") for orchard land disposed by AMISB. Please refer to Section 15.9 for details.

### 15.7 Insurance Policies

Insurance policies by HYB Group with the insurer, Overseas Assurance Corporation (Malaysia) Berhad.

Company	Policy No.	Type Of Policy, Terms And Nature Of Assets Insured	Insured Amount	Period
HYB	CMY-C0015727-MK	Money insurance policy against loss, destruction or damages to money by any cause whilst in transit between HYB's premises and the Bank and by housebreaking or burglary from the locked safe or by hold-up whilst in the premises.	RM10,000	1 April 2002 to 31 March 2003
HYB	FIR- F0064863-MK	Fire insurance policy in respect of HYB's office located at No. 73, Damai Complex, Off Jalan Ipoh, 50400 Kuala Lumpur and building at Seremban sales office including office equipment, furniture and fittings and any other contents within the insured premises.	Approximately RM1,100,500	1 April 2002 to 31 March 2003

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**


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Company	Policy No.	Type Of Policy, Terms And Nature Of Assets Insured	Insured Amount	Period
HYB	CBU- C0015728-MK	Burglary insurance policy in respect of office equipment, furniture and fittings and any other contents at HYB's office located at No. 73, Damai Complex, Off Jalan Ipoh, 50400 Kuala Lumpur and building at Seremban sales office.	Approximately RM100,000	1 April 2002 to 31 March 2003
HYB	LPL- L0007654-MK	Public liability insurance in respect any liability to third party for accidental bodily injury and accidental loss or damage to property of third party at all registered locations.	RM1,000,000	1 April 2002 to 31 March 2003
HYB	PAG- P0059871-MK	Group personal accident insurance policy for certain staff of HYB and its subsidiaries.	RM3,900,000	1 April 2002 to 31 March 2003
TDSB	FIR- F0064868- MK	Fire insurance policy in respect of common areas of completed apartments located at Serdang Raya.	RM304,000	1 April 2002 to 31 March 2003
GPSB	FIR- F0064887- MK	Fire insurance policy in respect of office equipment, furniture and fittings and any other contents of GPSB's office and of its show houses at Taman Pulai Indah, Johor.	RM600,000	1 April 2002 to 31 March 2003
GPSB	CBU- C0015816-MK & CBU- C0014824-IP	Burglary insurance policies in respect of office equipment, furniture and fittings and any other contents of GPSB's office and of its show houses at Taman Pulai Indah, Johor.	RM110,000	1 April 2002 to 31 March 2003
GPSB	CMY- C0015814-MK	Money insurance policy against loss, destruction or damages to money by any cause whilst in transit between GPSB's premises and the Bank and by housebreaking or burglary from the locked safe or by hold-up whilst in the premises.	RM30,000	1 April 2002 to 31 March 2003

**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

Insurance policies by HYB Group with the insurer, Asia Insurance (Malaysia) Berhad.

<b>Company</b>	<b>Policy No.</b>	<b>Type Of Policy, Terms And Nature Of Assets Insured</b>	<b>Insured Amount</b>	<b>Period</b>
PHYSB	30DGEC0000770000	Contractors all risks insurance policies for the 18 months maintenance period from 13 July 2001 to 12 January 2003.	RM585,000	13 July 2001 to 12 January 2003
PHYSB	30DGEC000100000	Contractors all risks insurance policies for the 18 months maintenance period from 12 February 2002 to 11 August 2003.	RM3,432,000	12 February 2002 to 11 August 2003
PHYSB	30DGEC0000780000	Contractors all risks insurance policies for the 18 months maintenance period from 19 September 2001 to 18 March 2003.	RM1,248,000	19 September 2001 to 18 March 2003
AMISB	30DGAB0004380201	Burglary insurance policies in respect of office equipments, furniture and fittings and any other contents of AMISB's sales office at Bandar Universiti Sri Iskandar.	RM10,000	17 March 2002 to 16 March 2003
BSSB	30DGAB0013180100	Burglary insurance policies in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Taman Pinggiran Saujana.	RM20,000	19 September 2002 to 18 September 2003
YLRSB	30DGAB0002010200	Burglary insurance policies in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Anjung Bercham Megah.	RM20,000	25 January 2002 to 24 January 2003
YLRSB	30DGAB0002020200	Burglary insurance policies in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Anjung Bercham Megah.	RM20,000	4 February 2002 to 3 February 2003

**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

<b>Company</b>	<b>Policy No.</b>	<b>Type Of Policy, Terms And Nature Of Assets Insured</b>	<b>Insured Amount</b>	<b>Period</b>
AMISB	30DGAB005320200	Burglary insurance policies in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Bandar Universiti Phase 1C.	RM20,000	1 April 2002 to 31 March 2003
YLRSB	30DFFF0011810201	Fire insurance policy in respect of its completed shops at Anjung Bercham Elit.	RM126,000	10 July 2002 to 9 July 2003
AMISB	30DFFF0005400200	Fire insurance policy in respect of its sales office at Bandar Universiti Seri Iskandar.	RM70,000	18 March 2002 to 17 March 2003
AMISB	30DFFF0007600200	Fire insurance policy in respect of its Phase 2 show houses at Bandar Universiti Seri Iskandar.	RM55,000	29 March 2002 to 28 March 2003
AMISB	30DFFF0007440200	Fire insurance policy in respect of the 148 units of its Phase 1C houses at Bandar Universiti Seri Iskandar.	RM429,000	1 April 2002 to 31 March 2003
BSSB	30DFFF017960100	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Taman Pinggiran Saujana.	RM90,000	19 September 2002 to 18 September 2003
YLRSB	30DFFF0002740200	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Anjung Bercham Megah Phase 3B (Double Storey Terrace Houses).	RM368,000	25 January 2002 to 24 January 2003
YLRSB	30DFFF0002750200	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Anjung Bercham Megah Phase 3 & 3B (Medium Low Cost Double Storey Terrace Houses).	RM30,000	4 February 2002 to 3 February 2003

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**


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Company	Policy No.	Type Of Policy, Terms And Nature Of Assets Insured	Insured Amount	Period
AMISB	30DGLL0010550200	Public liability insurance in respect any liability to third party for accidental bodily injury and accidental loss or damage to property of third party at its sales office at Bandar Universiti Seri Iskandar.	RM100,000	9 August 2002 to 8 August 2003
Taken jointly by YLR SB and PHY SB	30DGAR0008570200	All risks insurance in respect of office equipment, furniture and fittings and any other contents at 123, Jalan Kampar, 30250 Ipoh, Perak.	RM20,000	18 July 2002 to 17 July 2003
Taken jointly by YLR SB, HYB and PHY SB	30DGAI0013290100	Money insurance against loss, destruction or damages to money by any cause whilst in transit between their premises including AMISB's sales office at Bandar Universiti Seri Iskandar and the Bank and by housebreaking or burglary from the locked safe or by hold-up whilst in their premises.	RM40,000	28 September 2002 to 27 September 2003
AMISB BUSI – Ph 1 Shops (14 units)	30DGAB0009020200	Burglary insurance policy in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by shop purchasers at Bandar Universiti, Phase 1 Shops	RM20,000.00	21 June 2002 to 20 June 2003
AMISB BUSI – Ph 1A (148 units)	30DGAB0007160200	Burglary insurance policy in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Bandar Universiti, Phase 1A	RM20,000.00	1 May 2002 to 30 April 2003
AMISB BUSI – Ph 1B (148 units)	30DGAB0007150200	Burglary insurance policy in respect of all fixtures and fittings on completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Bandar Universiti, Phase 1B	RM20,000.00	1 May 2002 to 30 April 2003

## 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

Company	Policy No.	Type Of Policy, Terms And Nature Of Assets Insured	Insured Amount	Period
AMISB BUSI – Ph 1 Shops (14 units)	30DFFF0012170200	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by shop purchasers at Bandar Universiti, Phase 1 Shops	RM400,000.00	21 June 2002 to 20 June 2003
AMISB BUSI – Ph 1A (148 units)	30DFFF0009620200	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Bandar Universiti, Phase 1A	RM480,000.00	1 May 2002 to 30 April 2003
AMISB BUSI – Ph 1B (148 units)	30DFFF0009610200	Fire insurance policy in respect of completed unoccupied vacant buildings which keys are yet to be collected by house purchasers at Bandar Universiti, Phase 1B	RM792,000.00	1 May 2002 to 30 April 2003
YLRSB ABM – Ph 5 (1 unit)	30DFFF0012080200	Fire insurance policy in respect of all fixtures and fittings on completed showhouse at Anjung Bercham Megah, Phase 5	RM56,000.00	14 June 2002 to 13 June 2003

Insurance policies by HYB Group with the insurer, Lonpac Insurance Bhd.

Company	Policy No.	Type Of Policy, Terms And Nature Of Assets Insured	Insured Amount	Period
YLRSB	A/01FF10041854	Fire insurance policy in respect of its office and all contents within the insured premises.	RM240,000	29 December 2001 to 28 December 2002

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## 15. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

### 15.8 Material Litigation / Arbitration Proceedings

Save as disclosed below, the HYB Group is presently not engaged whether as plaintiff or defendant in any legal action, proceedings, arbitration or prosecution for any criminal offence, which has a material effect on the financial position of the HYB Group and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely effect the position or business of HYB and its subsidiaries:

#### HYB

A third party, Ramanda Development Sdn Bhd (“Ramanda”), has taken legal action against the Company seeking the return of individual titles for a parcel of land in Sungai Buloh or RM14,594,000.00 and interest of RM1,359,515.62 plus cost. HYB had filed an application to Court to strike out the claim by Ramanda, but this application was dismissed on 17 April 2001. Subsequently, the Company lodged an appeal which was dismissed on 27 August 2001. The potential liability from the said claim has not been accrued for in the accounts as the Directors are of the opinion that it is unlikely that the third party will be successful in its claim. The solicitors having conduct of the matter, Messrs Amin-Tan & Co, have given their opinion that the plaintiff has no cause of action and that the claim is premature as the Company is not in breach. The parties are proceeding to trial and the matter has been fixed for case management on 27 November 2002. No date has been fixed as yet for HYB’s appeal to the Court of Appeal, filed on 21 September 2001. The said land in Sungai Buloh has not been reflected in the accounts of HYB as an asset.

The Directors of HYB are of the opinion that in the event that the claim by the plaintiff is successful, the Company would have to pay the plaintiff an estimated amount of RM15,953,515.62 and in return get the titles of land or to surrender the titles plus payment of legal cost incurred by the plaintiff.

#### PPSB

PPSB has taken legal action against Kasinathan Barlendran Thuraisingham (“Kasinathan”). Claiming for the refund of a deposit sum of RM317,952 with interest and cost in respect of the termination of an agreement entered into between PPSB and Kasinathan. PPSB filed its application for pre-trial case management on 31 December 2001. The matter is fixed for case management on 14 October 2002. In the event PPSB is unsuccessful in its legal action, it would be required to write-off the whole of the deposit sum of RM317,952 from its receivables and recognise a loss of the same amount.

### 15.9 Loan Financing Agreements With Land Purchasers

HYB and seven (7) of its subsidiaries were granted an exemption from the Moneylenders’ Act 1951 for a period of three (3) years with effect from 9 March 1999 until 8 March 2002. This was to enable them to give loans to purchase land and houses from them. Upon expiry of the exemption, no renewal was made.

The amounts owing by land purchasers of HYB namely BMSB, in respect of land disposed by DNSB, and MISB, in respect of orchard land disposed by AMISB, are as follows:

Company	Loan Amount (RM)	Total Interest Amount Over Loan Period (RM)	Loan Period	Effective Interest Rate Charged Per Annum
BMSB	9,000,000	300,000	23.02.2001 – 30.09.2003	1.33%
MISB	4,000,000	500,000	01.04.2001 – 31.03.2004	4.17%

**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

The schedule of the remaining repayment are as follows:

	<b>Instalment amount (RM)</b>
<i>BMSB</i>	
On or before 30 September 2002 (inclusive of interest of RM75,000)	2,325,000
On or before 31 March 2003 (inclusive of interest of RM75,000)	2,325,000
On or before 30 September 2003 (inclusive of interest of RM75,000)	2,325,000
<i>MISB</i>	
On or before 30 September 2002 (inclusive of interest of RM100,000)	900,000
On or before 31 March 2003 (inclusive of interest of RM100,000)	900,000
On or before 30 September 2003 (inclusive of interest of RM100,000)	900,000
On or before 31 March 2004 (inclusive of interest of RM100,000)	900,000

**15.10 Material Contingent Liabilities**

Save as disclosed below, the Directors of HYB are not aware of any material contingent liabilities that have arisen which, upon becoming enforceable, will have a substantial impact on the profit or net asset value of the Company and its subsidiaries:

- (i) The Company is a corporate guarantor for a term loan facility of RM5,000,000 granted to its subsidiary, AMISB by RHB Bank Bhd. The amount outstanding as at 16 September 2002 is RM318,199.00;
- (ii) The Company is a corporate guarantor for overdraft facilities of RM1,535,000 granted to its subsidiary, GPSB by RHB Bank Bhd. The amount outstanding as at 16 September 2002 is RM597,535.29; and
- (iii) Letters of guarantee granted to the HYB Group by OCBC Bank (Malaysia) Berhad. As at 16 September 2002, a total of RM1,116,850 has been issued.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**


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**15.11 Material Commitments**

Save as disclosed below, the Group does not have any other material commitment as at 16 September 2002 being the latest practicable date at which such amounts could be calculated prior to the printing of this Prospectus:

Authorised but not contracted for*	<b>RM</b> 900,000
Authorised and contracted for	-

*Note:*

\* For the purpose of acquisition of the 4% minority interest in GPSB

**15.12 Expenses And Commissions**

- (i) Underwriting commission is payable to the Joint Managing Underwriters at the rate of 2.00% of the issue price of RM1.75 per ordinary share on the ordinary shares;
- (ii) Placement agent fee is payable by the Company at the rate of up to 2.00% of the issue price of RM1.75 per ordinary share;
- (iii) Brokerage will be paid by the Company at the rate of 1.00% of the issue price of RM1.75 per ordinary share to the parties in the circumstances specified in Section 3.9 of this Prospectus; and
- (iv) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up share capital of the Company on the Main Board of the KLSE which also includes underwriting commission and brokerage fees amounting to approximately RM2,500,000 will be borne by the Company.

**15.13 Public Take-Overs**

During the last financial year and the current financial year, there were no:

- (i) Public take-over offers by third parties in respect of the Company's shares; and
- (ii) Public take-over offers by the Company in respect of other company's shares.

**15.14 Letters Of Consent**

- (i) The written consents of the Placement Agent, Adviser and Joint-Managing Underwriters, Auditors and Reporting Accountants, Independent Market Research Consultants, Principal Bankers, Issuing House, Solicitors for the Public Issue/Offer For Sale and Registrars to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consents of the Company's Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the consolidated profit forecast for the financial year ending 31 March 2003 and proforma consolidated balance sheet as at 31 March 2002 in the manner and form in which they appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the Independent Market Research Consultants to the inclusion in this Prospectus of its name and report relating to the independent market research report 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.

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**15. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**15.15 Documents Available For Inspection**

Copies of the following documents may be inspected at the registered office of the Company during normal business hours for a period of not less than twelve (12) months from the date of this Prospectus:

- (i) Memorandum and Articles of Association of the Company and its subsidiaries;
- (ii) Directors' Report and Accountants' Report as included herein;
- (iii) The Auditors' and Reporting Accountants' letters relating to the consolidated profit forecast for the financial year ending 31 March 2003 and the proforma consolidated balance sheets of the Company as at 31 March 2002 as included herein;
- (iv) The audited accounts of HYB and its subsidiaries for the past five (5) financial years ended 31 March 2002;
- (v) The letters of consent referred to under Section 15.13 above;
- (vi) The material contracts referred to in Section 15.5 above;
- (vii) The material agreements referred to in Section 15.6 above;
- (viii) Directors' employment contracts referred to in Section 7.8 above;
- (ix) Writs and relevant cause papers for the litigations as disclosed in Section 15.8 above;
- (x) Independent Market Research Report dated 24 September 2002 by ResearchLink Sdn Bhd;
- (xi) Irrevocable undertaking letters from the placees referred to in Section 3.5 (ii) above; and
- (xii) The insurance policies referred to in Section 15.7 above.

**15.16 Responsibility Statement**

- (i) Aseambankers Malaysia Berhad, acknowledges that to the best of its knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Public Issue and Offer For Sale and the HYB Group, and is satisfied that the consolidated profit forecast for the financial year ending 31 March 2003 (for which the Directors of the Company are solely responsible) has been stated by the Directors of the Company after due and careful enquiry.
- (ii) This Prospectus has been seen and approved by the Directors and promoters of the Company and the Offerors and they individually and collectively accept full responsibility for the accuracy of the information given and confirm that after having made all reasonable enquiries and to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Prospectus misleading.