

12. STATUTORY AND GENERAL INFORMATION

12.1 Share Capital

- (i) No shares shall be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. 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.
- (iii) Save for the 2,000,000 shares reserved for eligible directors, employees and business associates of OKA Corporation Group, no other person has been or is entitled to be given an option to subscribe for any share, stock or debenture of the Company and its subsidiaries.
- (iv) Save as disclosed in paragraph (iii) above, as at the date of this Prospectus no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or any of its subsidiaries. Further no option for any shares, stocks or debentures of the Company or its subsidiaries has been granted to or exercised by any Director during the last financial year.
- (v) Save as disclosed Section 4.2 and Section 4.4 of this Prospectus, no ordinary shares or debentures of the Company or its subsidiaries have been issued or is proposed to be issued as partly or fully paid-up for cash or otherwise than for cash within the two (2) years immediately preceding the date of this Prospectus.

12.2 Articles of Association

The following provisions are reproduced from the Company's Articles of Association which have been approved by the KLSE :-

(i) Transfer of shares

The provisions in the Company's Articles of Association in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows :-

Article 26

In the event that the Company is no longer on the Official List of the Kuala Lumpur Stock Exchange by virtue of it being privatised or delisted, subject to these Articles, the Central Depositories Act and the Rules (with respect to transfer of deposited security), any member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by The Exchange or the Companies Commission of Malaysia. The instrument shall be executed by or on behalf of the transferor and transferee and the transferor shall be the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof. The transfer of any listed 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, not withstanding 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 listed securities.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

Article 27

Subject to the Central Depositories Act and the Rules, the instrument of transfer must be left for registration at the Office together with such fee as the Directors may from time to time determine not exceeding Ringgit Three (RM3/-) per transfer or such other sum as may from time to time be permitted by The Exchange plus the amount of the proper duty payable under any law for the time being in force relating to stamps accompanied by the certificate of the securities to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the Directors by these Articles register the transferee as a shareholder and retain the instrument of transfer. There shall be no restriction on the transfer of fully paid securities except where required by law or where the Company has a lien and no securities whether fully paid or not, shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

Article 28

- (1) The Central Depository may, in its absolute discretion without assigning any reason therefore refuse to register any transfer of deposited securities that does not comply with the Central Depositories Act and the Rules.
- (2) Without limiting the generality of Article 28(1) hereof, the Directors may decline to register the transfer of any deposited securities if in their opinion such transfer is made to an individual who or to a corporation or any other legal entity which will hold the deposited securities as a nominee unless such transfer shall be accompanied by a declaration by the transferee as to the person entitled to the beneficial interest thereof.
- (3) Neither the Company nor the directors nor any of its officers shall incur any liability for acting upon a transfer of shares registered by the Central Depository, 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 shares proposed or professed to be transferred, and although transferred, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognized as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title hereto.
- (4) If the Directors decline to register any transfer pursuant to Article 28 hereof they shall within ten (10) market days or such period as may from time to time be specified by the stock exchange governing the Register concerned, after the date on which the transfer was lodged with the Company send to the transferor and to the transferee notice of the refusal, stating the precise reasons thereof.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

Article 29

The Company may require the Central Depository to suspend the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine not exceeding in the whole thirty (30) days in any year. Twelve (12) clear market days' notice, or such other period as may from time to time be specified by the Stock Exchange governing the Register concerned, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the register is being closed. At least three (3) clear market days' prior notice shall be given to the Central Depository in accordance with the Rules to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of corporate actions at least seven (7) market days' prior notice shall be given to the Central Depository.

Article 30

Subject to the provisions of these Articles the Directors may recognize a renunciation of any share by the allottee thereof in favour of some other person.

(ii) Remuneration of Directors

The provisions in the Company's Articles of Association in respect of remuneration of the Directors are as follows :-

Article 91

- (1) The Directors shall be paid by way of fees for their services such fixed sum (if any) as shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. Provided always that:-
 - (a) Fees payable to Directors who hold non executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
 - (b) Fees payable to Directors shall not be increased 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;
 - (c) Any fee paid to an alternate director shall be such as shall be agreed between himself and the Directors nominating him and shall be paid out of the fees of the latter.
- (2) Salaries payable to Directors who hold an executive office in the Company may not include a commission on or percentage of turnover.

Article 92

- (1) The Directors shall be paid all their travelling and other properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending Board Meeting of the Company.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (2) 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 purpose of the Company or in giving special attention to the business of the Company as a Member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of profits or turnover) as may be determined by the Company in general meeting and such remuneration may be either in addition to or in substitution for his share in the remuneration from time to time provided for the Directors.

(iii) Voting and Borrowing Powers of Directors

The provisions in the Company's Articles of Association dealing with voting and borrowing powers of the Directors in proposals, arrangements or contracts in which they are interested in their borrowing powers exercisable by them and how such borrowing powers can be varied are as follows :-

Article 95

The Directors shall not without the prior approval of the Company in general meeting :-

- (a) carry into effect any proposal or execute any transaction for the acquisition of an undertaking or property of a substantial value, or the disposal of a substantial portion of or a controlling interest in the company's main undertaking or property;
- (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
- (c) subject to section 132E of the Act, enter into any arrangement or transaction with a Director of the company or its holding company or with a person connected with such a director to acquire from or dispose to such a Director or person any non-cash assets of the requisite value.

Article 96

- (1) The directors may exercise all the powers of the Company to borrow and to mortgage or charge its undertaking, 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 its related companies within the definition of section 6 of the Act;
- (2) The Directors shall not borrow any money or mortgage or charge any of the Company's or the 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.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

Article 115

A Director may vote in respect of :-

- (i) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefits of the Company;
- (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (iii) any contract by the Director himself or any other Director to subscribe for or underwrite shares or debentures of the Company.

(iv) Changes in Capital or Variation of Class Rights

The provision in the Company's Articles of Association as to the changes in capital or variation of class rights, which are as stringent as those provided in the Companies Act, 1965 are as follows :-

Article 9

Subject to the provisions of section 65 of the Act, if at any time 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 the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths 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 the 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 persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by 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

Article 52

The Company may by ordinary resolution:-

- (i) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (iii) divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares; and

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (iv) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 53

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, any authorization, and consent required by law.

Article 54

- (1) The Company shall have the power by way of ordinary resolution but subject to and in accordance with the provisions of the Act and/or other relevant laws and/or rules, regulations, orders, guidelines and/or requirements made pursuant thereto and/or made by The Exchange and/or any other relevant authorities for the time being in force, to purchase its own shares.
- (2) Subject to other relevant provisions of the Company's Articles of Association, the Company shall be entitled to utilize its share premium accounts and/or retained profits to provide the consideration for the purchase of the Company's own shares provided that for the purpose of calculating the total amount of retained profits and/or share premium available for affecting purchase of the Company's own shares, the Company is not permitted to use the amount of retained profits and share premium available on a group basis. Any shares in the Company so purchased by the Company in the manner provided under (1) above shall be dealt with in accordance with the provisions of the Act and/or any rules, regulations guidelines, requirements and/or orders thereunder issued by The Exchange and/or any other relevant authorities for the time being in force.

12.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) There are no existing or proposed service contracts between the Directors and the Company or its subsidiary companies.
- (iv) No Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:-

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (a) a petition under any bankruptcy laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is an executive officer;
- (b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
- (c) the subject of any order, judgement or ruling of any court, tribunal or governmental body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution or engaging in any type of business practice or activity.
- (v) The remuneration paid to the Directors of the Group for services rendered in all capacities to the Company and its subsidiaries for the financial years ended 31 March 2000 and 31 March 2001 amounted to RM407,680 and RM506,240 respectively.
- (vi) None of the Directors or substantial shareholders of the Company has any interest, direct or indirect, in any business or corporation carrying on a similar trade as the Company and its subsidiary companies.
- (vii) According to the Register of Substantial Shareholders of OKA Corporation as at 23 April 2002 (being the latest practicable date prior to the printing of the Prospectus), the substantial shareholders of OKA Corporation and their respective direct and indirect interest in the shares of the Company before and after the Public Issue and Offer for Sale are as follows:-

Substantial shareholder	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares **	%	Indirect No. of shares	%
Jr Ong Koon Ann	30,689,131	92.45	2,356,552*	7.10	20,213,742	50.53	1,566,941*	3.92
Quah Seok Keng	2,356,552	7.10	30,689,131*	92.45	1,566,941	3.92	20,213,742*	50.53
Sharifuddin bin Shoib, AMP	45,395	0.14	-	-	4,061,395	10.15	-	-

* Deemed interest by virtue of his/her spouse direct shareholdings in OKA Corporation.

** Including shares to be issued under "pink form" allocation.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (viii) Based on the Register of Directors' shareholdings as at 23 April 2002 (being the latest practicable date prior to the printing of this Prospectus), the Directors of OKA Corporation and their respective direct and indirect interests in the shares of the Company before and after the Public Issue and Offer for Sale are as follows:-

Director	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares **	%	Indirect No. of shares	%
Ir Ong Koon Ann	30,689,131	92.45	2,356,552*	7.10	20,213,742	50.53	1,566,941*	3.92
Quah Seok Keng	2,356,552	7.10	30,689,131*	92.45	1,566,941	3.92	20,213,742*	50.53
Sharifuddin bin Shoib, AMP	45,395	0.14	-	-	4,061,395	10.17	-	-
Chok Hooa @ Chok Yin Fatt, PMP	52,961	0.16	-	-	68,961	0.17	-	-
Lam Chung Ming	52,961	0.16	-	-	68,961	0.17	-	-
Gan Boon Koo @ Gan Boon Kiu	-	-	-	-	16,000	0.04	-	-

* Deemed interest by virtue of his/her spouse direct shareholdings in OKA Corporation.

** Including shares to be issued under "pink form" allocation.

- (ix) Save as disclosed below, none of the Directors or major shareholders has any interest, direct or indirect, in the promotion of or in any assets which have, within the two (2) years immediately preceding the date of this Prospectus, been acquired or proposed to be acquired or disposed or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole:-

- Conditional sale and purchase agreement entered as at 16 February 2001 between OKA Corporation and Ir Ong Koon Ann and Quah Seok Keng, being the vendors of OKA Concrete Industries for the acquisition of the entire capital of OKA Concrete Industries Group comprising 1,051,717 ordinary share of RM1.00 each for RM28,171,985 settled through the issue of 21,838,748 new ordinary shares of RM1.00 each at RM1.29 per share. On 20 February 2002, OKA Corporation has completed the said acquisition with the allotment and issue of 21,838,748 new ordinary shares of RM1.00 each to Ir Ong Koon Ann and Quah Seok Keng.

The interests of the Directors and substantial shareholders of the Company in the aforesaid transaction is as follows:-

Name	Nature of Interest
Ir Ong Koon Ann	Vendor
Quah Seok Keng	Vendor

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- Sale and purchase agreement dated 31 March 2000 entered into between OKA Concrete Industries and Ir Ong Koon Ann for the disposal of a property for a sale consideration amounting to RM423,480 which is based on the net book value of the property as at the date of disposal. The acquisition was completed on 24 May 2000.

The interests of the Director and substantial shareholder of the Company in the aforesaid transaction is as follows:-

Ir Ong Koon Ann

Purchaser

12.4 Material Contracts

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

- Sale and purchase agreement dated 31 March 2000 entered into between OKA Concrete Industries and Ir Ong Koon Ann for the disposal of a property for a cash sale consideration amounting to RM423,480 which is based on the net book value of the property as at the date of disposal. The acquisition was completed on 24 May 2000;
- Conditional sale and purchase agreement dated 16 February 2001 entered into between OKA Corporation and Ir Ong Koon Ann and Madam Quah Seok Keng for the acquisition of the entire issued and paid-up share capital of OKA Concrete Industries comprising 1,051,717 ordinary shares of RM1.00 each based on its adjusted NTA value as at 31 March 2000 of RM28,171,985 after incorporating revaluation surplus of RM7,601,086 on OKA Concrete Industries's landed properties. The purchase consideration of RM28,171,985 was satisfied by the issuance of 21,838,748 new ordinary shares of RM1.00 each in OKA Corporation, credited as fully paid, at an issue price of approximately RM1.29 per ordinary share. On 20 February 2002, OKA Corporation has completed the said acquisition with the allotment of 21,838,748 new ordinary shares of RM1.00 each to Ir Ong Koon Ann and Quah Seok Keng; and
- An Underwriting Agreement dated 26 March 2002 between the Company, the Offerors and the Underwriters mentioned in the Corporate Information of this Prospectus for underwriting of 3,500,000 Shares being the open portion of the total 18,100,000 Shares offered to investors at 2.5% of the issue price of RM1.80 per Share.

12.5 Material Capital Commitments

Save as disclosed below, the Directors are not aware of any material commitments upon becoming enforceable, may have material impact on the profit or net asset value of the Group:-

- Arrangement between OKA Concrete Industries with Rapat Setia Sdn Bhd ("Rapat Setia") for the acquisition of a piece of land held under H.S. (D) KA 88287 P.T. No: 14519 at Batu Gajah Perdana, Ipoh, Perak for a total purchase consideration of RM858,993. The purchase consideration is to be settled by setting off amount owing by Rapat Setia's contractor namely Vaiva Construction Sdn Bhd to OKA Concrete Industries for purchase of goods from OKA Concrete Industries.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

(Vaiva Construction Sdn Bhd has been engaged by Rapat Setia to carry out construction work on various development projects developed by Rapat Setia following which monies are due and owing by Rapat Setia to Vaiva Construction Sdn Bhd). As at the date of the Prospectus, the total amount set off from the total purchase consideration amounts to RM489,438. The land is intended to be used for wiremesh factory and will be transferred to the Company in due course. The sale and purchase agreement is expected to be signed in due course;

- Arrangement between the OKA Concrete Industries with Cyberland Sdn Bhd ("Cyberland") for the acquisition of shop office building at Bandar Cyber, Ipoh, Perak for a total purchase consideration of RM270,000 to be settled via sale of goods to Cyberland. As at the date of the Prospectus, the amount of approximately RM59,000 being the earnest money for the said acquisition has been set off. The land is intended to be used as sales office and will be transferred to the Company upon the issuance of certificate of fitness. The sale and purchase agreement is expected to be signed in due course; and
- Acquisition of land and buildings by OKA Concrete Industries at Nilai, Negeri Sembilan from Magna Prima Construction Sdn Bhd for a total purchase consideration of RM2.95 million. The land and buildings are acquired with the intention to set up manufacturing plant as detailed in Section 2.8 of the Prospectus. As at the date of this Prospectus, the Company has paid 2% of the purchase price. The sale and purchase agreement is expected to be signed in due course.

12.6 Material Litigation/ Arbitration

Save as disclosed below, neither OKA Corporation nor any of its subsidiaries is engaged in any material litigation/ arbitration, either as plaintiff or defendant and the Directors do not have any knowledge of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the financial position or the business of the Company or any of its subsidiaries:-

Ipoh High Court Suit No 22-165-2001

- A claim is pending against OKA Engineering for damages allegedly due to loss of reputation over an execution of a writ of seizure and sale. An earlier claim by the same claimant, namely Maker Concrete Industry was struck out by the High Court on 12 December 2001. However, the claimant has filed a fresh summons quantified at the date of filing to be in the sum of RM1,603,000. The Company's solicitors have written to the Company to advise the abovementioned case and they are of the opinion that Maker Concrete Industry has filed a frivolous case against the Company as some of the evidence adduced are fictitious. Arab-Malaysian and KPMG have reviewed the letter from the solicitors. The solicitors are of the opinion that there should be no liability attached to the Company or whatsoever. As such, no provision has been made in the accounts of OKA Engineering as the Directors of the Group are of the opinion that the case is of no importance to OKA Engineering or the Group.

12.7 Public Take-Overs

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company and its subsidiaries' shares.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (ii) No public take-over offers by the OKA Corporation Group in respect of other companies' shares.

12.8 General

- (i) The nature of the Group's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act 1965 are disclosed in Section 4.0 of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in Section 13.1 of this Prospectus.
- (iii) The amount payable in full on application is RM1.80 per Share.
- (iv)
 - (1) Underwriting fees are payable by the Company and Offerors to the Managing Underwriter and Underwriters mentioned in the Section 2.9 of this Prospectus at the rate of 2.5% of the Public Issue/Offer price of RM1.80 per share for 3,500,000 Shares representing the open portion of the public offering;
 - (2) Placement fees are payable by the Company and Offerors to the Placement Agent mentioned in Section 2.9 of this Prospectus at the rate of 1.25% of the Public Issue/Offer price of RM1.80 per share for 2,600,000 Shares;
 - (3) Management fees are payable by the Company and Offerors to the Managing Underwriter mentioned in Section 2.9 of this Prospectus at the rate of 0.25% of the Public Issue/Offer price of RM1.80 per share for 3,500,000 Shares representing the open portion of the public offering;
 - (4) Brokerage at the rate of 1% of the Public Issue/Offer price of RM1.80 per share is payable by the Company and Offerors in respect of successful applications bearing the stamp of Arab-Malaysian, member companies of the KLSE, members of the Association of Merchant Banks in Malaysia, members of the Association of Banks in Malaysia or MIH; and
 - (5) Expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the KLSE amounting to approximately RM1,600,000 will be borne by the Company. The Offerors shall bear stamp duty, brokerage, underwriting commission, placement fees, management fees, registration and transfer fees relating to the Offer Shares.
- (v) Save as disclosed in paragraph (iv) no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Director, proposed Director, promoter or expert is or are entitled to receive any such payment.
- (vi) No amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any promoter.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (vii) The OKA Corporation Group has not established a place of business outside Malaysia.
- (viii) Except as disclosed in Section 3 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.
- (ix) Except as disclosed in Section 3 of this Prospectus, the financial conditions and operations of the Group are not affected by any of the following:-
 - (a) Known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (b) Material commitments for capital expenditure;
 - (c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
 - (d) Known trends or uncertainties that have had or will have a material favourable or unfavourable impact on revenues or operating income.

As far as the Directors are aware and except as disclosed in this Prospectus, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the course of business.

- (x) As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
- (xi) The name and address of the Auditors and Reporting Accountants of the Company are as set out in Corporate Information Section of this Prospectus.
- (xii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 13 of this Prospectus.

12.9 Consents

- (i) The written consents of the Adviser, Managing Underwriter and Placement Agent, Underwriters, Solicitors, Principal Bankers, Companies Secretaries, Share Registrar and Issuing House to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the profit estimate and forecast for the financial years ended/ ending 31 March 2002 and 31 March 2003 respectively and proforma consolidated balance sheets as at 31 October 2001 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.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

- (iii) The written consent of the Valuers to the inclusion in this Prospectus of their name and letters relating to the value of the properties owned by OKA Corporation Group and in the form and context in which they appear has been given before the issue of this Prospectus and have not been subsequently withdrawn.
- (iv) The written consent of the Independent Market Researcher to the inclusion in this Prospectus of their name and report in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

12.10 Documents for Inspection

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

- (i) Memorandum and Articles of Association of OKA Corporation and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit Estimate and Forecast for the financial years ended/ ending 31 March 2002 and 31 March 2003 respectively and Pro forma Consolidated Balance Sheets as at 31 October 2001 as included herein;
- (iv) The letters of consent referred to in section 12.9 of this Prospectus;
- (v) Audited accounts of OKA Corporation Berhad for the financial period from 12 July 2000 to 31 March 2001 and the 7-month financial period ended 31 October 2001;
- (vi) Audited accounts of OKA Concrete Industries for the past five (5) financial years ended 31 March 1997 to 31 March 2001 and the 7-month financial period ended 31 October 2001;
- (vi) Audited accounts of OKA Readymixed. for the past five (5) financial years ended 31 March 1997 to 31 March 2001 and the 7-month financial period ended 31 October 2001;
- (vii) Audited accounts of OKA Engineering for the past five (5) financial years ended 31 March 1997 to 31 March 2001 and the 7-month financial period ended 31 October 2001;
- (viii) Audited accounts of Real Charisma for the financial period from 13 August 1997 to 31 December 1998, the financial period from 1 January 1999 to 31 March 2000, the financial year ended 31 March 2001 and the 7-month financial period ended 31 October 2001;
- (ix) Valuation Reports and letter from Colliers, Jordan Lee & Jaafar Sdn Bhd referred to in Section 9 of this Prospectus;
- (x) The material contracts referred to under Section 12.4 of this Prospectus;
- (xi) Expert report from ACNielsen referred to in Section 10 of the Prospectus; and
- (xii) Writ and cause papers with suit number 22-165-2001 referred to in Section 12.6 of the Prospectus.

12. STATUTORY AND GENERAL INFORMATION(Cont'd)

12.11 Responsibility

- (i) Arab-Malaysian acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Offer and Public Issue and the Group, and is satisfied that any profit estimate and forecast for the financial years ended/ ending 31 March 2002 and 2003 (for which the Directors of the Company are solely responsible) prepared for inclusion in the Prospectus have been stated by the Directors of the Company after due and careful inquiry and have been duly reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors and Promoter of the Company and Offeror and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

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