



OXLEY HOLDINGS LIMITED

(Incorporated in the Republic of Singapore under Registration No. 201005612G)

JOINT VENTURE WITH PENINSULAR TEAMWORK SDN. BHD.

Introduction

The Board of Directors (the "**Board**") of Oxley Holdings Limited (the "**Company**", and together with its subsidiaries, the "**Group**") is pleased to announce that the Group's wholly-owned subsidiary, Oxley Ruby Sdn. Bhd. ("**Oxley Ruby**"), has on 28 November 2013 entered into a joint venture agreement (the "**Agreement**") with Peninsular Teamwork Sdn. Bhd. ("**PT**"), pursuant to which Oxley Ruby was granted the rights to develop the land owned by PT and held under Master Title Lot 347 GM 269 Bandar Ulu Kelang, Daerah Gombak, Negeri Selangor, Malaysia (the "**Land**") in any manner that Oxley Ruby in its sole and absolute discretion deem appropriate and at its own cost, subject to and in accordance with the terms and conditions in the Agreement.

Description of the Land

The Land has a freehold tenure and an aggregate area of approximately 15.28 acres within the property development known as "Beverly Heights". The Land is presently vacant without any structure or buildings. PT shall apply for approval from the relevant authority for the Land to be developed into residential units (the "**Project**").

Key Terms of the Agreement

(i) *Conditions Precedent*

The Agreement is conditional upon, *inter alia*, the following:-

- (a) Oxley Ruby receiving a copy of the issued document of title to the Land with its categorisation converted into a category which is suitable for residential, and the premium for such conversion being paid by PT within the time stipulated by the relevant authorities approving the conversion;
- (b) the Land being approved for the development of 900 units (with an allowance tolerance of 5%); and
- (c) there being no final and non-appealable "non-waivable" restrictions placed by any relevant authority on the building of low-cost and/or medium-cost residential units on the Land.

(ii) *Entitlement of PT*

The entitlement of PT (the "**PT Entitlement**") shall be equivalent to 30% of the gross development value of the Project and the PT Entitlement shall not be less than RM200 million, which shall be payable by Oxley Ruby to PT in full upon the issuance of the certificate of fitness of occupation or the duly certified final gross claim or upon the closure of Oxley Ruby's housing developer account for each phase of the development of the Project, as the

parties shall mutually agree. The PT Entitlement is payable to PT in consideration of its contribution of the Land for the Project.

Oxley Ruby shall pay to PT a security deposit (the "**Deposit**") for Oxley Ruby's due performance and observance of its obligations in the following manner:-

- (a) RM10 million has been paid to PT upon the execution of the Agreement and such sum may be forfeited in the event that Oxley Ruby fails to proceed with the Agreement upon its execution (through no fault of PT) or Oxley Ruby fails to launch the first phase of the Project for sale within 12 months from the date Oxley Ruby receives a copy of the receipt issued by the relevant land office/registry for the premium paid by PT (the "**Project Commencement Date**") (through no fault of PT);
- (b) RM5 million shall be paid to PT on or before the launch of the first phase of the Project for sale which shall be within 12 months from the Project Commencement Date and such sum may be forfeited in the event that Oxley Ruby fails to launch the first phase of the Project for sale within 12 months from the Project Commencement Date or fails to proceed with the Agreement after said payment; and
- (c) RM5 million shall be paid to PT upon 60% of the first phase of the Project being sold through the execution of sale and purchase agreements and deposits of the purchase price being collected.

The aforesaid forfeiture of any part of the Deposit shall be subject always to the fulfilment of the conditions precedent under the Agreement. The Deposit shall form part of the PT Entitlement at the completion of the Project.

(iii) Conversion of the Land to Residential Status

PT shall remain solely responsible for the conversion of the Land from its current agricultural status to residential status (or other terms which may be used denoting the status of the Land to be for residential) and all cost relating to the conversion premium shall be borne by PT. Such conversion shall be made by PT within four months from the date of the Agreement, failing which the Deposit shall be refunded to Oxley Ruby.

(iv) State Development Charges

Oxley Ruby shall bear all state development charges up to a maximum aggregate amount of RM12 million while PT shall bear 30% of any amount beyond the first RM7 million.

(v) Obligations of Oxley Ruby

Oxley Ruby shall be responsible for arranging complete financing for the design, building and construction of the Project, fees and other dues, costs of all preliminary works, overhead expenses and incidental or consequential costs of the preparation and execution of the Project.

Oxley Ruby shall complete the Project within five years from the Project Commencement Date, subject to such extension of time as the parties shall mutually agree in writing.

Financial Effect

The above joint venture is not expected to have a material impact on the earnings per share or net tangible assets per share of the Company for the current financial year ending 30 June 2014.

Interests of Directors and Controlling Shareholders

None of the Directors or controlling shareholders of the Company has any interest, directly or indirectly, in the above joint venture, save through his shareholding in the Company (if any).

By Order of the Board

Ching Chiat Kwong
Executive Chairman and CEO
28 November 2013