PEGASUS HEIGHTS BERHAD
REGISTRATION NO. 197401002677 (19727-P)

- **PROPOSED ACQUISITION BY PEGASUS HEIGHTS DEVELOPMENT SDN. BHD. (FORMERLY KNOWN AS PEGASUS FOOD COURT SDN. BHD.), A WHOLLY-OWNED SUBSIDIARY OF PEGASUS HEIGHTS BERHAD, IN RELATION TO ONE PARCEL OF VACANT LAND LOCATED AT LOT NO. 4092, MUKIM SI RUSA, DAERAH PORT DICKSON, NEGERI SEMBILAN.**

1. INTRODUCTION

The Board of Directors ("**the Board**") of Pegasus Heights Berhad ("**PHB**" or "**the Company**") wishes to announce that Pegasus Heights Development Sdn. Bhd. (formerly known as Pegasus Food Court Sdn. Bhd.) ("**PHD**" or "**the Purchaser**"), a wholly-owned subsidiary of PHB, had on 21 July 2026 entered into Sale and Purchase Agreement ("**Agreement**") with Chin Loi Chai, Khoo Keng Hong, Liaw Kok Boon, Liau Kok Chong, Liau Sook Ngoh, Liew Swee Wong @ Liaw Siew Foong, Toh Hoong Kim and Toh Liong @ Toh Hon Leong ("**the Vendors**") for the acquisition of one (1) parcel of vacant land located at Lot No. 4092, Mukim Si Rusa, Daerah Port Dickson, Negeri Sembilan ("**the Property**") for a total purchase consideration of RM6,345,325.00 only ("**Purchase Consideration**") subject to the terms and conditions in the Agreement ("**Proposed Acquisition**").

2. INFORMATION ON THE VENDORS

The vendors are Chin Loi Chai, Mr. Khoo Keng Hong, Liaw Kok Boon, Liau Kok Chong, Liau Sook Ngoh, Liew Swee Wong @ Liaw Siew Foong, Toh Hoong Kim and Toh Liong @ Toh Hon Leong.

3. INFORMATION ON PHD

PHD was incorporated in Malaysia on 15 July 2019 under the Companies Act, 2016 as a private company limited. PHD is a wholly-owned subsidiary of PHB. The principal activity of PHD is to carry out business related to property management and construction of buildings.

4. INFORMATION ON THE PROPOSED ACQUISITION

4.1. Information of the Property

The Property is one (1) parcel of vacant land situated at Lot No. 4092, Mukim Si Rusa, Daerah Port Dickson, Negeri Sembilan, Malaysia.

Further details of the Property are set out below:

Item	**Description**
Master land title details	Geran 36181, Lot No. 4092, Mukim Si Rusa, Daerah Port Dickson, Negeri Sembilan
Tenure	Freehold
Restriction of interest	Nil
Status	Vacant
Proposed Use	Development
Purchase Consideration	RM6,345,325.00
Area	3.275 Hectares
Net Book value	Not applicable
Encumbrances	Free from encumbrances

4.2. Salient terms of the Agreement

4.2.1. Acquisition

The Proposed Acquisition involves the acquisition by the Company of the Property, free from all encumbrances, caveats, liens, claims whatsoever and with vacant possession for a total purchase consideration of RM6,345,325.00 based on the terms and conditions as contained in the Agreement.

4.2.2 Payment Terms

(a) In consideration of the sum of **RINGGIT MALAYSIA SIX HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED THIRTY TWO AND CENTS FIFTY (RM634,532.50) ONLY** (hereinafter referred to as "**the 10% Deposit**") now paid by the Purchaser to the Vendors' Solicitor upon the execution of the Agreement, by way of deposit and towards account of the Purchase Consideration (the receipt of which the Vendors' Solicitor hereby acknowledges), the Vendors hereby agree to sell and the Purchaser hereby agrees to purchase the said Property hereto on an as is where is basis free from encumbrances and with vacant possession but subject to the conditions, express or implied, attached to the said Property at the Purchase Consideration of **RINGGIT MALAYSIA SIX MILLION THREE HUNDRED FORTY FIVE THOUSAND THREE HUNDRED TWENTY FIVE (RM6,345,325.00) ONLY**.

(b) The balance of the Purchase Consideration amounting to **RINGGIT MALAYSIA FIVE MILLION SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED NINETY TWO AND CENTS FIFTY (RM5,710,792.50) ONLY** (hereinafter referred to as "**the Balance Purchase Consideration**") shall be paid to the Vendors by the Purchaser through the Vendors' Solicitors as stakeholders in the manner stated in Agreement.

4.2.3 Vacant Possession

(a) Vacant possession of the said Property shall be delivered by the Vendor to the Purchaser on an as is where is basis free from all caveats, liens, charges, encumbrances, and with vacant possession within **three (3) working** days upon receipt by the Vendors' Solicitors of the full Balance Purchase Consideration, late payment interest (if any). The actual date of the delivery of the vacant possession of the said Property shall hereinafter be referred to as the "**Delivery Date**".

(b) If the Purchaser refuses to settle the late payment interest or the apportioned outgoings within **five (5) working days** after the Purchaser's Solicitors receipt of the written request for the payment of the same from the Vendors' Solicitors, notwithstanding the provisions of Clause 6(a) and 2(b) (with regards to the delivery of vacant possession) herein, the Vendors' Solicitors are hereby irrevocably authorised to release the Balance Purchase Consideration to the Vendors without prejudice to the rights of the Vendors to take any legal action to recover the monies due to the Vendors by the Purchaser under the Agreement.

4.2.4 Purchaser's Default

(a) If the Purchaser:-

I. fails due to its' faults (except upon the rescission of the sale and purchase hereof) to complete the sale and purchase hereof; or

II. commits any breach of the terms or conditions herein contained or fails to perform or observe all or any of the Purchaser's covenants herein contained; or

III. before payment in full of the Purchase Consideration, commits an act of winding-up or enters into any composition or arrangement with his creditors or, being a company enters into liquidation, whether compulsory or voluntary;

And Provided Always that the Vendors have not committed any breach of the terms and conditions herein contained, the Vendors may annul the sale of the said Property and forthwith terminate the Agreement.

(b) Upon the termination aforesaid, the following consequences shall ensue:-

(i) the Vendors shall forthwith be entitled to forfeit absolutely a sum equivalent to ten per centum (10%) of the Purchase Consideration as agreed liquidated damages;

(ii) all monies paid hereunder by the Purchaser after the deduction stated in Clause 8(b)(i) above shall be refunded by the Vendors free of interest to the Purchaser within fourteen (14) days from the date of receipt of notification and/or the undertaking by the Purchaser of the following:-

aa) all monies paid by the Purchaser shall be refunded to the Purchaser free of interest within **fourteen (14) days** from the date of such notice of termination in exchange for the return of all such documents forwarded to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors with the Vendors' interest intact failing which interest calculated at the rate of eight per centum (8%) per annum on a daily basis shall accrue thereon from the expiry of the **fourteen (14) days** from the date of such notice of termination until the date of full payment;

bb) the Purchaser shall at this own cost and expense withdraw or cause to be withdrawn the private caveat if the Purchaser has entered a private caveat in accordance with Clause 14 hereof or otherwise;

cc) the Purchaser shall at his own cost and expense re-deliver to the Vendors vacant possession of the said Property in the same state and condition as at the Delivery Date if the same has been delivered to the Purchaser in accordance with the provisions of the Agreement.

Thereafter save for any antecedent breach of the provisions of the Agreement, neither party shall have claims against the other and the Vendor shall be at liberty to resell or deal with the said Property as he shall see fit without having to account to the Purchaser for any profit made on such resale.

4.2.5 Vendor's Default

(a) It is hereby agreed between the parties hereto that if the Vendors fail to comply with their obligations under the Agreement to complete the sale herein, the Purchaser having complied with the terms and conditions under the Agreement, shall be entitled to specific performance.

(b) Alternatively to Clause 9(a) above, the Purchaser may elect to treat the Agreement as null and void and in such event, all monies paid by the Purchaser shall be refunded to the Purchaser free of interest within **fourteen (14) days** from the date of such notice of termination in exchange for the return of all such document forwarded to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors with the Vendors' interest intact failing which interest calculated at the rate of eight per centum (8%) per annum on a daily basis shall accrue thereon from the expiry of the **fourteen (14) days** from the date of such notice of termination until the date of full payment and the Vendors shall further pay to the Purchaser a sum equivalent to ten per centum (10%) of the Purchase Consideration as agreed liquidated damages.

(c) Simultaneously with such refund and payment of damages pursuant to sub-clause (b) herein, the Purchaser shall redeliver vacant possession (if applicable) of the said Property to the Vendors in the same state and condition as at the Delivery Date if the same has been delivered to the Purchaser in accordance with the provisions of the Agreement and the Purchaser shall at this own cost and expense, after receipt of the said refund and agreed liquidated damages, withdraw or cause to be withdrawn the private caveat if the Purchaser has entered a private caveat in accordance with Clause 14 hereof or otherwise.

(d) Thereafter save for any antecedent breach of the provisions of the Agreement, neither party shall have claims against the other and the Vendors shall be at liberty to resell or deal with the said Property as they shall see fit without having to account to the Purchaser for any profit made on such resale.

5. BASIS AND JUSTIFICATION OF ARRIVING AT THE PURCHASE CONSIDERATION

The Purchase Consideration was arrived at on a "willing buyer and willing seller" basis after taking into consideration the transacted price range of similar properties within 10km vicinity, the floor level and view of the respective units.

6. SOURCE OF FUNDING

The Group intends to fund the Proposed Acquisition through bank borrowings.

7. RATIONALE FOR THE PROPOSED ACQUISITION

The Proposed Acquisition represents a strategic move for the Company and its subsidiaries (collectively referred to as "**the Group**") to expand its landbank and provide additional revenue stream to the Company when the Property is developed.

Overall, the Proposed Acquisition is expected to enhance the Group's long-term earnings potential and strengthen its development portfolio. The initiative aligns with the Group's business model and strategic focus on capitalising on growth opportunities.

8. PROSPECTS OF THE PROPERTY

The Property is strategically located in an established commercial and industrial area with good accessibility via major highways and transportation networks. The surrounding area is supported by mature infrastructure and amenities, which enhances the attractiveness and long-term value of the Property. The Board believes that the Property has the potential for long-term capital appreciation in line with the continued development of the surrounding area.

9. ASSUMPTION OF LIABILITIES

Save for the obligations and liabilities in and arising from, pursuant to or in connection with the Agreement, there are no liabilities (including contingent liabilities and/or guarantees) to be assumed by the Company as a result of the Proposed Acquisition.

10. RISK FACTORS

9.1. Non-completion of the Proposed Acquisition

The completion of the Proposed Acquisition is subject to various terms and conditions under the Agreement. In the event that either party breaches such terms and conditions, the other party is entitled to terminate the Agreement.

Notwithstanding the above, the Company will take all reasonable steps to ensure the fulfilment of the conditions precedent, including obtaining the approvals required which are within its control, for the purpose of completing the Proposed Acquisition.

10. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

10.1. Share Capital

The Proposed Acquisition will not have any effect on the share capital of the Company.

10.2. Substantial shareholders' shareholdings

The Proposed Acquisition will not have any effect on the substantial shareholders' shareholdings of the Company.

10.3. Net assets per share and gearing

The Proposed Acquisition is not expected to have any material effect on the net assets per share of the Company for the financial year ending 31 December 2026.

10.4. Earnings per share

The Proposed Acquisition is not expected to have any material effect to the earnings per share of the Company for the financial year ending 31 December 2026.

11. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Acquisition pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**MMLR**") is 5.4% based on the Audited Financial Statements of PHB for the financial year ended 31 December 2025.

12. APPROVALS REQUIRED

The Proposed Acquisition is not subject to the approval of the shareholders of the Company in accordance with Chapter 10 of MMLR and any government/ regulatory authorities.

13. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/ OR PERSONS CONNECTED TO THEM

None of the directors, major shareholders of the Company and/ or persons connected to them has any interest, direct or indirect, in the Proposed Acquisition.

14. DIRECTORS' STATEMENT

The Board, having reviewed and considered the terms and conditions of the Proposed Acquisition, is of the opinion that the Proposed Acquisition is in the best interests of the Company and the terms and conditions of the Proposed Acquisition are fair, reasonable and on terms that are not detrimental to the interest of the minority shareholders of the Company.

15. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Acquisition is expected to be completed by the fourth quarter of 2026.

16. DOCUMENT FOR INSPECTION

A copy of the Agreement is available for inspection during normal business hours from 9.00 am to 5.00 pm from Monday to Friday (excluding public holidays) at the registered office of the Company at E-10-4, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur, W.P. Kuala Lumpur, for a period of 3 months from the date of this announcement.

This announcement is dated 21 July 2026.