Company	**MUDAJAYA GROUP BERHAD (“MUDAJAYA” OR “THE COMPANY”)**
Registration No.	**200301003119 (605539-H)**
Description	**MUDAJAYA GROUP BERHAD ("THE COMPANY") - Civil Suit against Crest Worldwide Resources Sdn Bhd**

Reference is made to the announcement of the Company dated 23 October 2025 (“**Announcement**”) and the email dated 24 October 2025 from Bursa Malaysia Securities Berhad (“**Bursa Securities**”) requesting additional information in relation to the subject matter.

MUDAJAYA and Crest Worldwide Resources Sdn Bhd (“**CWRSB**”) shall hereinafter be collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

The Company wishes to provide additional information as follows:-

1. **To explain the circumstances or event that led to filing of the civil suit by MUDAJAYA against CWRSB including but not limited to the role of each party and the specific project to which the dispute relates to.**

   By way of a Letter of Award dated 19 July 2007 (“**LOA**”), MUDAJAYA was engaged by CWRSB as the main contractor for the construction of the project known as the Crest, Jalan Sultan Ismail (“**Project**”). CWRSB subsequently defaulted on its progress payments to MUDAJAYA. The Parties thereinafter entered into a settlement agreement known as the Compromise and Settlement Agreement dated 8 February 2012 (“**CSA**”) followed by a Supplementary Agreement to the CSA and the LOA dated 13 February 2012 (hereinafter referred to as the “**SA**”). These Agreements amongst others, set out the following terms:-

   <u>**Salient Terms of the CSA**</u>

   (i) Due to inter alia non-payment of progress claims by CWRSB to MUDAJAYA, the completion of the Project was delayed. It also became apparent that CWRSB was experiencing financial difficulties and could not meet its payment obligations to MUDAJAYA for works done under the Project.

   (ii) Both parties agreed inter alia to the following terms:-

   a. As at 31 July 2011, MUDAJAYA had duly completed approximately 65% of the construction of the Project and arising from the same, there was an outstanding sum of RM89,659,887.69, being the construction claims due and owing by CWRSB to MUDAJAYA (“**the Debt**”);

   b. To vary the Memorandum of Agreement dated 20 July 2007 (“**MOA**”) wherein the Parties agreed to further terms and conditions relating to the execution of the Project, a sum of RM25 million (“**Cost I**”) shall be due and owing from CWRSB to MUDAJAYA with immediate effect from the date of the CSA;

   c. The sums for Cost I and the Debt (collectively referred to as “**the Indebtedness**”) shall be satisfied by way of a set off against the agreed purchase price of the properties in the Project in favour of MUDAJAYA upon execution of the CSA. The properties comprise of service apartments, office suites and retail areas with a total area of 150,868.27 square feet and the purchase price fixed at RM760.00 per square foot. Upon payment and settlement of the agreed purchase price of the properties, the Parties agreed to terminate the MOA.

Salient terms of the SA :

(i) After taking into consideration the sum of RM114,659,887.69 under the CSA, the total retention sum of RM8,492,650.00 and the remaining cost to complete the Project, the agreed balance amount payable to MUDAJAYA by CWRSB is in the sum of RM57,597,558.76 ("**the Balance**"), which is to be satisfied by way of a set-off against the purchase price of the properties in the Project, which comprised of the following:-

(a) Service apartments and office suites with a total area of 75,578.03 square feet at an agreed purchase price of RM43,079,478.76 at RM570.00 per square feet;

(b) Commercial/retail outlets with a total area of 12,948.00 square feet at an agreed purchase price of RM9,193,080.00 at RM710.00 per square feet; and

(c) All the car parks in Basement 1, 2 and 3 of the Project (not less than 284 units including 99 motorcycle parking units) at an agreed total purchase price of RM5,325,000.00 at RM18,750.00 per unit.

(d) The Balance shall be deemed fully settled by the CWRSB and the purchase price of the properties shall be deemed fully settled by MUDAJAYA upon execution of all the Sale and Purchase agreements ("**SPA**") for the properties.

Following these Agreements, the Parties entered into various SPAs on 22 June 2012 and thereafter due to some exchange of units, an SPA was entered into on 23 January 2015. The details are as follows:-

These SPAs are categorised as follows:

(a) SPA dated 22 June 2012 relating to various parcels in Tower A and Tower B of the Project and commercial lots G-13, G-14, G-15, 5-01 and 5-02 ("**SPA1**") pursuant to the CSA and SA;

(b) SPA (Carparks) dated 22 June 2012 relating to 284 units of car parks, including motorcycle parking lots, at Basement 1, 2 and 3 of the Project ("**SPA(C)**") pursuant to the CSA and SA; and

(c) SPA dated 23 January 2015 relating to parcels number A-38/39-07, A-40/41-07 and A40/41-08 at Tower A of the Project ("**SPA2**") pursuant to the Consent Judgment.

collectively referred to as the "**SPAs**".

Salient terms of the SPAs:-

i) **SPA1**
Vacant possession with the certificate of fitness is to be delivered within seventeen (17) months from the date of the SPA. Should CWRSB fail to deliver within this period, liquidated damages at ten per cent (10%) per annum of the purchase price shall be payable from the expiry date until the actual delivery of possession. Delivery

shall be effected upon issuance of a Certificate of Completion and Compliance (CCC) confirming the building is constructed in conformity with approved plans, and once water and electricity supply are ready for connection. Delivery shall also be deemed complete fourteen (14) days after notice to take possession is issued.

ii) **<u>SPA(C)</u>**
Vacant possession and the certificate of fitness for the said car park are to be delivered within 17 months from the date of the SPA, failing which CWRSB shall pay liquidated damages at 10% per annum of the purchase price until possession is delivered. Delivery is deemed upon issuance of the CCC and availability of water and electricity supply, or fourteen (14) days after notice to take possession, whichever is earlier.

iii) **<u>SPA 2</u>**
At CWRSB's request, the Parties varied the earlier Consent Judgment to replace certain specified units with alternative duplex units, terminating the earlier SPAs dated 22 June 2012 and executing this SPA 2 in substitution. CWRSB shall complete and deliver vacant possessions of the new premises within the stipulated completion date. Failure to deliver within that date entitles MUDAJAYA to liquidated damages at 10% per annum of the purchase price from the expiry of the completion period until possession is delivered. Vacant possession shall be granted upon issuance of the Certificate of Practical Completion and availability of water and electricity supply, but occupation is prohibited until the Certificate of Fitness for Occupation (CFO) for the Crest Residences Suites is issued. Delivery shall be deemed taken fourteen (14) days after notice from CWRSB, and thereafter MUDAJAYA bears all risk of loss or damage.

On 6 April 2016, the Parties entered into another agreement known as the Final Settlement Agreement ("**FSA**"), the main purpose of which was to complete the Project to obtain a Certificate for Occupation ("**CFO**"). MUDAJAYA had to provide financial assistance to CWRSB who was unable to meet their obligation as the Developer to make payments to CWRSB's Nominated Contractors and Project Consultants, Authorities and Utility Providers.

Upon completion of the Project and obtaining the Certificate of Practical Completion ("**CPC**") on 11 November 2016 and the CFO on 16 October 2017, CWRSB refused to deliver vacant possession to MUDAJAYA, claiming that there was delay in the completion of the Project. In 2017, CWRSB selectively delivered vacant possessions to other purchasers. Hence, MUDAJAYA commenced this suit for Specific Performance against CWRSB.

CWRSB was wound up on 19 September 2019 by SKN Land & Development Sdn Bhd.

2. To quantify the total outstanding sum owed by CWRSB including interest arrears (if any) (in RM) ("Outstanding Sum").

The total outstanding sum owed by CWRSB is RM180,750,096.36.

3. To tabulate details of the SPAs entered for the Assets (including but not limited to the following):-

a. Date of entry to the SPA
There were three SPAs entered into on 22 June 2012 and 23 January 2015.

b. **Purchase consideration (in "RM").**
   Contra payment in kind for an Outstanding Sum of RM180,750,096.36.

c. **Salient terms and conditions of the SPA including but not limited to the terms of payment and amount received to-date, conditions precedents and event of default and/or termination.**
   Please refer to Point 1 above.

4. **To clarify whether the various sale and purchase agreements ("SPAs") entered between MUDAJAYA and CWRSB for the Assets were intended as in-kind settlement for the Outstanding Sum. If do, to assess and confirm whether receiving of the Assets tantamount to acquisition that falls within the definition of "Transaction" under Paragraph 10.02(l) of Main Market Listing Requirements of Bursa Securities ("LR") and to compute applicable percentage ratios in accordance with Paragraph 10.02(g) of the LR.**

   The Board of Directors ("**the Board**") of MUDAJAYA wishes to clarify that the various SPAs entered into between MUDAJAYA and CWRSB were intended as in-kind settlements for construction works completed, whereby CWRSB proposed to contra the outstanding contract sums due to the Group with completed property units and assets ("**Assets**"). The SPAs were executed to formalise the settlement arrangement and did not involve any cash outlay or investment decision by the Group. Accordingly, the receipt of the Assets represents a non-cash settlement of trade receivables within the ordinary course of the Group's construction business and not an acquisition for investment purposes under Paragraph 10.02(l) of the Main Market Listing Requirements ("**LR**"). While the computed percentage ratios under Paragraph 10.02(g) of the LR exceed 5%, the Board is of the view that the nature of the SPAs remains that of payment-in-kind for completed works and therefore does not constitute a notifiable transaction under Chapter 10 of the LR.

5. **To provide information of the Assets as per Part C, Appendix 10A of the LR (where applicable).**

Location	Crest Jalan Sultan Ismail, No. 3, Jalan Cendana, Off Jalan Sultan Ismail, 50250, Kuala Lumpur.
Total estimated floor area	239,394.3 square feet
Description of property	i) 25 service apartment units, within Tower A (Crest Residence); and ii) 142 units of office suites, 5 retail lots and 284 basement car parks within a 26 storey stratified office building identified as Tower B.
Approximate age of buildings on land	8 years
Tenure	Leasehold with 99 years and expiring on 26 August 2106
Net book value	RM152,361,000
Encumbrances	None

6. **Whether any valuation was carried out on the Assets; if so, the name of the independent registered valuer, date and method of valuation and quantification of the market value.**

Name of the independent registered valuer	VPC Alliance (KL) Sdn Bhd
Date	31 December 2024
Method of Valuation	Market Approach via Comparison Method, in accordance with Malaysian Valuation Standards (6th Edition) and MFRS13, MFRS116 and MFRS136
Quantification of the market value	Collectively RM153,515,000

7. **Name(s) of shareholder(s) of CWRSB along with their respective shareholdings in CWRSB (in percentage). If the shareholder(s) is a company, to also specify the name and shareholdings (in percentage) of the ultimate owner in the company.**

   The shareholders of CWRSB are SKN Land & Development Sdn Bhd (70%) and Ideal Towerwin Sdn Bhd (30%). The ultimate owner of these companies is Dato Sri' Shamir Kumar Nandy.

8. **The expected time frame for completion of the SPAs following the High Court's decision given that CWRSB has been wound up.**

   6 to 12 months.

The announcement is dated 27 October 2025.