Company	**MUDAJAYA GROUP BERHAD ("MUDAJAYA" OR "THE COMPANY")**
Registration No.	**200301003119 (605539-H)**
Subject	**TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) NON RELATED PARTY TRANSACTIONS**
Description	**MUDAJAYA GROUP BERHAD ("MUDAJAYA" OR THE "COMPANY") - PROPOSED DISPOSAL OF FOUR (4) PARCELS OF LAND LOCATED AT LOT NOS. 31, 32, 33 & 2472, BUKIT BADONG ROAD, MUKIM IJOK, SELANGOR BY MUDAJAYA CORPORATION BERHAD, A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY FOR A TOTAL DISPOSAL CONSIDERATION OF RM36,800,000.00**

Reference is made to the announcement of the Company dated 30 October 2025 ("**Announcement**") and the email dated 31 October 2025 from Bursa Malaysia Securities Berhad ("**Bursa Securities**") requesting additional information in relation to the subject matter.

Unless otherwise defined, the definitions set out in the Announcement dated 30 October 2025 shall apply herein.

The Company wishes to provide additional information as follows:-

1. **To specify the name(s) of director(s) and shareholder(s) of SWSB along with their respective shareholdings in SWSB (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 Directors of SWSB are:-

   (i) Low Zijing;
   (ii) Khoh Wee Keak;
   (iii) Low Zishi;
   (iv) Low Kok Cheng; and
   (v) Low Piek Khoon.

   The shareholder of SWSB is Serba Wangi Sdn Bhd (100%). The ultimate owner is Tan Sri Dato' Syed Mokhtar Shah Bin Syed Nor.

2. **To provide further information on the Land as follows:**

   a) **To provide brief description of each Land parcel i.e. vacant, with plantation and/or or buildings and the existing use. (e.g. shops, offices, factories, residential, etc.). If currently let out, the details of the rentals and the rental income per month or per annum.**

	Land 1 (Lot 31)	**Land 2 (Lot 32**	**Land 3 (Lot 33)**	**Land 4 (Lot 2472)**
Existing Use	Stockyard	Factory	Factory	Vacant

The Lands are not let out and are currently utilised for the Group's own use. Accordingly, there is no rental income derive from the Lands**.**

b) To specify the type and age of the building on the Land including the amount of lettable space, the amount of lettable space available for letting and the occupancy and the percentage of occupancy.

	Land 1 (Lot 31)	**Land 2 (Lot 32)**	**Land 3 (Lot 33)**	**Land 4 (Lot 2472)**
Type of Building	There is no building erected on Land 1	Non-Covered Factory	Covered Factory	Vacant
Age of Building	N/A	24 years	24 years	N/A

The Buildings are not let out and are currently utilised for the Group's own use. Accordingly, there is no rental income derive from the Buildings**.**

c) To specify the range of the prevailing market rates (e.g. RM per square meters) and the source/ basis in arriving at the prevailing market rates.

Based on the market information obtained from EPIQ by Edge Prop, the prevailing market rates for comparable land in the vicinity are in the range of approximately RM32 to RM55 per square foot.

d) To clarify reason for no formal valuation was commissioned for the transaction.

The Disposal forms part of the Company's strategy to streamline non-core assets and optimise capital allocation.

The Company did not commission an independent professional valuation for the Disposal as the disposal consideration was determined after taking into account recent market transactions and indicative pricing for comparable properties in the surrounding area.

The Lands are not held as an investment and are non-income-generating. Based on current market information and the nature of the asset, a formal valuation would not have resulted in a materially different outcome or altered the basis for negotiation.

The consideration was determined and negotiated at arm's length under a willing-buyer and willing-seller basis, further supported by the Management's internal assessment and market checks with independent real estate agents.

Having considered the above and the prevailing property market conditions, the Board believes that the disposal consideration is fair and reasonable and has been determined in the best interest of the Company**.**

e) Original date of acquisition of the lands.

(i) Land 1 (Lot 31) : 9 March 2004
(ii) Land 2 (Lot 32) : 30 July 1997
(iii) Land 3 (Lot 33) : 30 July 1997
(iv) Land 4 (Lot 2472) : 8 June 2012

3. **To spell out/ provide salient terms special express conditions as set out in second schedule of the SPA along with conditions precedents and event of default and/or termination under the SPA.**

a) The special conditions set out in the Second Schedule of the SPA specify the manner of delivery of Vacant Possession ("**VP**") as follows:-

No.	Land	Manner of VP
(1)	Land 1: GM 116 Lot 31	All buildings with roofs cleared of machineries, stocks and inventories
(2)	Land 2: GM 158 Lot 32	All buildings with roofs cleared of machineries, stocks and inventories
(3)	Land 3: GM 159 Lot 33	All buildings with roofs cleared of machineries, stocks and inventories
(4)	Land 4: GM 1207 Lot 2472	vacant land cleared of machineries, stocks and inventories

There are no conditions precedent under the SPA. The SPA becomes effective upon execution, and the Parties will proceed to completion in accordance with its terms.

b) PURCHASER(S)' DEFAULT

In the event of the Purchaser(s) being in default of paying the whole or any part of the Balance Purchase Price to the Vendor(s)' Solicitors in the manner and within the times stipulated in this SPA then the Vendor(s) shall at the Vendor(s)' sole discretion to terminate this SPA by written notice to the Purchaser(s) whereupon the Deposit paid by the Purchaser(s) shall be forfeited absolutely to the Vendor(s) by way of agreed liquidated damages and the Purchaser(s) shall within fourteen (14) days from the date of termination at their own cost and expense forthwith:-

(i) cause the Purchaser(s)' Solicitors and/or the Purchaser(s)' Financier's Solicitors to deliver to the Vendor(s) documentary evidence of registration at the relevant Land Office of the withdrawal of the private caveat entered by the Purchaser(s) and/or the Purchaser(s)' Financier (in the event such private caveats have been entered by the Purchaser(s) and/or the Purchaser(s)' Financier, as the case may be, on the said Land); and

(ii) return to the Vendor(s) the Title Documents (including but not limited to the said Transfer after cancellation and refund of ad valorem stamp duty paid thereon) with the Vendor's interest in the said Land intact;

(iii) re-deliver vacant possession of the said Land to the Vendor(s) (if already delivered to the Purchaser(s);

PROVIDED THAT the Vendor(s) shall refund free of interest to the Purchaser(s) and/or the Purchaser(s)' Financier, as the case may be, all other monies paid by the Purchaser(s) to the Vendor(s) towards account of the Purchase Price within fourteen (14) days of demand failing which the Vendor(s) shall pay to the Purchaser(s) interest at the rate of 8% per annum on such monies not refunded calculated on a day to day basis from the expiry of fourteen (14) days of demand until the date of actual refund in exchange for the delivery or re-delivery of all the items stipulated in Clause b (i), (ii) and (iii) hereinabove WHEREUPON this SPA shall be terminated and rendered null and void and thereafter neither party hereto shall have any claims against the other and the Vendor(s) shall be free to deal with the said Land in whatsoever manner as he may as the absolute and unencumbered owner deems fit, free of the Purchaser(s)' interest therein.

c) VENDOR(S)' DEFAULT

If through no fault of the Purchaser(s), the Vendor(s) shall fail or neglect to complete the sale herein in accordance with the SPA, the Purchaser(s) shall be entitled at their sole discretion EITHER to :

(i) pursue an action for specific performance of this SPA and all relief flowing therefrom and all costs and expenses incurred by the Purchaser(s) in connection therewith (including fees on a solicitor and client basis and on a full indemnity basis) in bringing such action shall be borne by the Vendor(s); OR

(ii) terminate this SPA by written notice to the Vendor(s) whereby the Purchaser(s) shall within fourteen (14) days from the date of termination ("the due date") forthwith :

- cause the Purchaser(s)' Solicitors and/or the Purchaser(s)' Financier's Solicitors to deliver to the Vendor documentary evidence of registration at the relevant Land Office of the withdrawal of the private caveat entered by the Purchaser(s) and/or the Purchaser(s)' Financier (in the event such private caveats have been entered by the Purchaser(s) and/or the Purchaser(s)' Financier, as the case may be, on the said Land); and
- return to the Vendor(s) the Title Documents (including but not limited to the said Transfer after cancellation and refund of ad valorem stamp duty paid thereon) with the Vendor(s)' interest in the said Land intact;
- re-deliver vacant possession of the said Land to the Vendor(s) (if already delivered to the Purchaser(s);

PROVIDED THAT the Vendor(s) shall refund free of interest to the Purchaser(s) and/or the Purchaser(s)' Financier, as the case may be, whatever sums so far received by the Vendor(s) towards account of the Purchase Price and pay to the Purchaser(s) a sum equivalent to the Deposit as agreed liquidated damages within fourteen (14) days of demand failing which the Vendor(s) shall pay to the Purchaser(s) interest at the rate of 8% per annum on such monies not paid and/or refunded calculated on a day to day basis from the expiry of fourteen (14) days of demand until the date of actual refund in exchange for the delivery or re-delivery of all the items stipulated in Clause c (i) and (ii) hereinabove, and thereafter this SPA shall be deemed terminated and rendered null and void and the Vendor(s) shall be free to deal with the said Land in whatsoever manner as he may as the absolute and unencumbered owner deems fit, free of the Purchaser(s)' interest therein.

The announcement is dated 3 November 2025.