

Type	General Announcement
Subject	Others
Description	Sentoria Group Berhad (“SGB”, “Sentoria” or the “Company”) RE: Project Takeover Agreement entered between the Company, Sentoria Harta Sdn. Bhd. and Hartanah Masteron Sinar Suria Sdn. Bhd.

1. Introduction

The Board of Directors of the Company wishes to announce that the Company (“the Old Developer”), Sentoria Harta Sdn. Bhd., a wholly-owned subsidiary of the Company (“SHSB”) and Hartanah Masteron Sinar Suria Sdn. Bhd. (“the New Developer”), had on 29 January 2026 entered into a Project Takeover Agreement (“Agreement”) whereby the Old Developer and SHSB are unable to complete the development project and the New Developer shall assume and take over all rights, interests, benefits, title, entitlements, roles, obligations and responsibilities of the Old Developer and that the settlement of the Debt, subject to the terms and conditions as stipulated in the Agreement.

2. Information of the Parties

(the Old Developer, SHSB, and the New Developer, shall collectively be referred to as the “Parties” and each a “Party”).

i) Sentoria Group Berhad

Sentoria Group Berhad [Registration No. 199801007217 (463344-K)], a public listed company incorporated under the laws of Malaysia and having its registered address at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (“the Old Developer”) of the other part.

The Old Developer is a public company limited by shares listed on Bursa Malaysia Securities Berhad, principally engaged in investment holding.

ii) Sentoria Harta Sdn. Bhd.

Sentoria Harta Sdn. Bhd. [Registration No. 200201031993 (599658-M)], a private company limited by share incorporated under the laws of Malaysia and having its registered address at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (“SHSB”) of the other part.

SHSB is a wholly-owned subsidiary of the Old Developer and principally engaged in property development.

iii) Hartanah Masteron Sinar Suria Sdn. Bhd.

Hartanah Masteron Sinar Suria Sdn. Bhd. [Registration No. 199301019689 (274427-M)], a company incorporated in Malaysia and having its registered address at Unit 2005, 20th Floor, Tower 2, Faber Towers, Jalan Desa Bahagia, Taman Desa, 58100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.

Lumpur and its correspondence address at Level 2, Menara Choy Fook On, No. 1B, Jalan Yong Shook Lin, 46050 Petaling Jaya, Selangor ("the New Developer") of the third and last part.

iv) **Seriemas Development Sdn. Berhad**

Seriemas Development Sdn. Berhad [Registration No. 198401010032 (122570-H)], a company incorporated under the laws of Malaysia and having its registered office at Level 4, Balai PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur and its business address at 1, Persiaran Impian Perdana, Saujana Impian, 43000 Kajang, Selangor Darul Ehsan ("the Proprietor").

v) **Grinterra Sdn. Bhd.**

Grinterra Sdn. Bhd. [Registration No. 199301004754 (259491-M)], a company incorporated under the laws of Malaysia and having its registered office at No. 56-60, Jalan Dagang SB 5/4, 43300 The Mines Resort City, Selangor, Malaysia. ("Creditor A").

vi) **Mydecor Sdn. Bhd.**

Mydecor Sdn. Bhd. [Registration No. 200001007667 (510273-W), a company incorporated under the laws of Malaysia and having its registered office at Suite 9, Directbiz Avenue, No.38B-2, Jalan Radin Anum, Bandar Baru Seri Petaling, 57000 Kuala Lumpur, Wilayah Persekutuan ("Creditor B").

3. Background

- a) By a Joint Venture Agreement dated 31.12.2012 made between SERIEMAS DEVELOPMENT SDN. BERHAD ("the Proprietor") and the Old Developer ("Principal Agreement"), the Proprietor and the Old Developer have agreed to jointly develop a portion of the land held under Master Title No. H.S.(D) 30726, PT 1082, Mukim Morib, Daerah Kuala Langat, Negeri Selangor ("the Master Title"), where the agreed development area constitutes approximately 204 acres forming part of the Master Title ("the Development Land"). Subsequently, several supplemental agreements were entered into in relation to the Principal Agreement. [Principal Agreement and all the above supplemental agreements shall hereinafter be collectively referred to as "the JVA".]
- b) Pursuant to the Proprietor's letter of consent dated 16.08.2013, the Proprietor has consented to, among others, the assignment to SHSB of the rights and obligations to undertake, develop, construct and complete the development of the Development Land upon the terms and conditions contained therein ("the Proprietor's Letter of Consent").
- c) SHSB has commenced development on several plots within the Development Land, namely Plot C (Riviera), Plot L (RSKu Morib Anggun), Plot M (Seroja), Plot N1 (Mawar) and Plot N2 (RSKu Orkid). Plot C has been completed with certificate of completion and compliance, while Plots L, M, N1 and N2 have progressed partially and are presently stalled (Plots M, N1 and N2 shall collectively be referred to as "the Stalled Projects"). Apart from the Stalled Projects, the balance of the Development Land remains uncommenced and undeveloped ("the

Undeveloped Projects”). The Stalled Projects and the Undeveloped Projects shall hereinafter collectively be referred to as “the Projects”.

- d) At the request of the Old Developer and SHSB the Proprietor had on 30.03.2018 charged Plot L (RSKu Morib Anggun) held under Geran 338608, Lot 13379, Mukim Morib, Daerah Kuala Langat, Negeri Selangor to Al-Rajhi Banking & Investment Corporation (Malaysia) Bhd for the purpose of securing a bridging loan in favor of SHSB.
- e) By a Joint Venture Agreement dated 08.06.2022 between SHSB and MYDECOR SDN. BHD. (“Creditor B”), as supplemented by a Supplemental Joint Venture Agreement dated 09.06.2022 (collectively, the “2022 JV Agreements”), Creditor B agreed, at the request of SHSB, to participate jointly with SHSB in relation to the development of six (6) parcels of land measuring approximately 64.4 acres in Morib, Selangor within the Development Land (“the Development”) and to make available working capital of up to RM5,000,000.00 to SHSB, upon the terms and conditions contained therein.
- f) As at the date of this Agreement, Grinterra Sdn. Bhd. (“Creditor A”) has paid the following sums into SHSB’s housing development account:
 - Ringgit Malaysia Three Million (RM3,000,000.00) only in respect of Plot M (Seroja); and
 - Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only in respect of Plot N1 (Mawar).
- g) As at the date of this Agreement, Creditor B has paid the sum of Ringgit Malaysia Two Million Five Hundred Thousand (RM2,500,000.00) only into SHSB’s housing development account in respect of Plot N2 (RSKu Orkid), pursuant to 2022 JV Agreements.
- h) On 08.06.2022, SHSB executed a specific debenture (floating) in favour of Creditor B, as security for the due performance and repayment of SHSB’s obligations under the 2022 JV Agreements (“Debenture”).
- i) The Old Developer and SHSB acknowledge and confirm that Creditor A and Creditor B had provided funding in relation to the Development as stated above, and that as at the date of this Agreement, an aggregate sum of Ringgit Malaysia Five Million (RM5,000,000.00) only is outstanding, due and owing by SHSB to Creditor A and Creditor B, which sum is admitted, undisputed and collectively referred to herein as the “the Debt”. Both Creditor A and Creditor B shall be collectively referred to as “the Creditors”.
- j) The Old Developer and SHSB are unable to complete the development in accordance with the terms and conditions contained in the JVA and the Proprietor’s Letter of Consent. In light of the foregoing, the Parties hereby agree that the New Developer shall assume and take over all rights, interests, benefits, title, entitlements, roles, obligations and responsibilities of the Old Developer under the JVA and of SHSB under the Proprietor’s Letter of Consent in respect of the Projects, and that the settlement of the Debt shall form part of the overall consideration for such takeover, upon the terms and conditions set out herein.

4. Salient Terms of the Agreement

A. Takeover and Assumption

- The Parties agree that with effect from the date of this Agreement (“Takeover Date”), the Old Developer and SHSB shall relinquish and cease to have any rights, interests, benefits, roles, obligations or responsibilities under the JVA and the Proprietor’s Letter of Consent in respect of the Projects, and the New Developer shall, as between the Parties hereto, assume and take over all rights, interests, benefits, title, entitlements, roles, obligations and responsibilities of the Old Developer under the JVA and of SHSB under the Proprietor’s Letter of Consent in respect of the Projects accruing with effect from Takeover Date, including but not limited to the payment of the Proprietor’s entitlement in respect of sale proceeds arising from the Projects received by the New Developer, and shall be entitled to exercise all rights and discretions thereunder for the purposes of continuing, implementing and completing the Projects, subject to the terms and conditions of this Agreement, as well as assuming, be liable for, or be deemed to assume any and all liabilities, obligations, penalties, claims, actions, proceedings, encumbrances, costs or debts of whatsoever nature arising out of or in connection with the JVA, the Proprietor’s Letter of Consent and/or the Projects on or after the date of this Agreement.
- The Old Developer and SHSB shall cease all involvement in the development, management and implementation of the Projects, save where such involvement is expressly and reasonably requested by the New Developer to facilitate the New Developer’s completion of the Projects and provided always that such involvement shall not impose any new liability or obligation on the Old Developer or SHSB.
- all rights, entitlements, income, profits and benefits accruing or arising under the JVA and/or the Proprietor’s Letter of Consent in respect of the Projects, including the right to sales proceeds and other benefits arising from the Projects shall belong exclusively to the New Developer, whereon the Old Developer and SHSB shall have no right, title or interest whatsoever in the Projects or any part thereof.
- the roles and obligations expressly assumed by the New Developer pursuant to this Agreement are limited to (i) the obligation to continue, carry out and complete the Projects in accordance with the JVA and the Proprietor’s Letter of Consent; and (ii) the liability to pay and satisfy the Proprietor’s entitlement out of the sale proceeds received by the New Developer arising from the Projects.

B. Handover Documents

The Old Developer and SHSB shall, immediately upon the execution of this Agreement or such other time as the Parties may mutually agree, but in any event no later than twenty-one (21) days from the date of this Agreement, hand over and deliver to the New Developer all documents, records and information whatsoever relating to the Projects which are in the possession of the Old Developer and/or SHSB, including without limitation all copies of layout plans, building plans, approvals, permits, correspondence, contracts, consultants’ reports, purchasers’ files, computer records (whether in physical or electronic form) and any other data, materials or information in their possession, custody or control relating to the Stalled Projects and the Undeveloped Projects.

C. Structure

The Parties hereby agree that the Projects shall be dealt with under the following two (2) distinct and independent components:

- a) Part I: Revival of Stalled Projects, being Plots M (Seroja), N1 (Mawar) and N2 (RSKu Orkid); and
- b) Part II: Development of the Undeveloped Projects.

The Parties further expressly agree and acknowledge that, in light of the legal proceeding between SHSB and Al-Rajhi Banking & Investment Corporation (Malaysia) Bhd concerning Plot L (RSKu Morib Anggun) ("Al-Rajhi Proceedings"), Plot L (RSKu Morib Anggun) is expressly excluded from this Agreement and shall not form part of the revival of Stalled Projects or the development of the Undeveloped Projects, and the New Developer shall not have any rights, obligations or liabilities arising thereunder.

D. Consideration

- The Consideration for the takeover of the Projects shall be Ringgit Malaysia Five Million Two Hundred Fifty Thousand (RM5,250,000.00) only ("Consideration") in the following manner:

(A) The New Developer shall within seven (7) days from the date of this Agreement, pay to SHSB the sum of Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000.00) as earnest payment ("Earnest Payment").

The Parties hereby expressly agree that the Earnest Payment is non-refundable and shall not be refundable under any circumstances.

(B) The remaining Consideration amounting to Ringgit Malaysia Five Million (RM5,000,000.00) only ("**Remaining Consideration**") shall be paid by the New Developer in favour of the Creditors, in full and final settlement and discharge of the Debt, in the following manner:

i) Cash Portion

Sixty per cent (60%) of the remaining Consideration, being Ringgit Malaysia Three Million (RM3,000,000.00) only, shall be paid or cause to be paid to the Creditors in cash upon the occurrence of the following event, whichever earlier:

a) within two (2) months from the issuance of the certificate of completion and compliance for the relevant plot:

- Ringgit Malaysia One Million Five Hundred Thousand (RM1,500,000.00) only to Creditor A upon the issuance of certificate of completion and compliance for Plot M (Seroja);
- Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000.00) to Creditor A upon the issuance of certificate of completion and compliance for Plot N1 (Mawar); and
- Ringgit Malaysia One Million Two Hundred Fifty Thousand (RM1,250,000.00) to Creditor B upon the issuance of certificate of completion and compliance for Plot N2 (RSKu Orkid); or

- b) within two (2) months from the expiration of three (3) years from the Unconditional Date; or
- c) within two (2) months from the issuance of certificate of completion and compliance for any projects in the Undeveloped Projects.

ii) Payment in-Kind

- a) Forty per cent (40%) of the remaining Consideration, being Ringgit Malaysia Two Million (RM2,000,000.00) only, shall be satisfied in kind, by way of allocation and transfer by the New Developer to the Creditors or their nominees of the units from Plot N2 (RSKu Orkid) and more particularly identified below:

- (1) Unit No. RSN38 in Plot N2 (RSKu Orkid)
 - (2) Unit No. RSN40 in Plot N2 (RSKu Orkid)
 - (3) Unit No. RSN42 in Plot N2 (RSKu Orkid)
 - (4) Unit No. RSN46 in Plot N2 (RSKu Orkid)
 - (5) Unit No. RSN48 in Plot N2 (RSKu Orkid)
 - (6) Unit No. RSN51 in Plot N2 (RSKu Orkid)
 - (7) Unit No. RSN69 in Plot N2 (RSKu Orkid)
 - (8) Unit No. RSN73 in Plot N2 (RSKu Orkid)
 - (9) Unit No. RSN89 in Plot N2 (RSKu Orkid)
 - (10) Unit No. RSN92 in Plot N2 (RSKu Orkid)
- (collectively, "Allocated Units").

- b) Upon the date of this Agreement, the beneficial ownership and interest of the Allocated Units shall vest in the Creditors.
- c) In the event that any of the Allocated Units are sold, transferred or otherwise disposed of prior to the issuance of certificate of completion and compliance thereof, the New Developer shall hold such amount received on trust for the Creditors and shall within three (3) business days from the receipt of any monies arising from or in connection with the sale of the relevant Allocated Units, pay and remit the same in full to the Creditors without any deduction, set-off or withholding.
- d) In the event that the Allocated Units are sold, transferred or otherwise disposed of after the issuance of certificate of completion and compliance thereof, the purchaser of the relevant Allocated Units shall pay the purchase price directly to the Creditors.

- In the event that any of the Allocated Units have not been sold or the certificate of completion and compliance in respect thereof has not issued or the revival of the Stalled Projects has not been commenced, within three (3) years from the Unconditional Date, any outstanding portion of the Consideration attributable to such Allocated Units shall immediately become due and payable in cash to the Creditors.

E. Conditions Precedent

- The revival of the Stalled Projects shall be conditional upon the New Developer having entered into definitive agreement(s) with the Proprietor, whether by way of novation, supplemental or joint venture agreement, takeover agreement or otherwise, providing for the takeover of the Projects by the New Developer ("Condition Precedent").

- The Condition Precedent shall be fulfilled within six (6) months from the date of the Agreement, subject to an automatic extension of a further three (3) months (“Conditional Period”). Any further extension beyond the Conditional Period shall be mutually agreed between the Parties.
- The Condition Precedent shall be deemed fulfilled upon the date of execution of the definitive agreement(s) entered into between the New Developer and the Proprietor (“Unconditional Date”).
- The Parties hereby agree that if the Condition Precedent is not fulfilled within the Conditional Period and no further extension is mutually agreed between the Parties, then:
 - the Agreement shall continue in full force and effect in respect of the development of the Undeveloped Projects if the New Developer has entered into definitive agreement with the Proprietor on the Undeveloped Projects; and
 - such non-fulfillment of the Condition Precedent shall be without any liability whatsoever on the part of the New Developer, and shall not constitute an event of default on the New Developer, nor give rise to any right of termination, claim for damages, compensation or other remedy against the New Developer.

F. Revival of Stalled Projects

- For the purposes of implementing the revival and rehabilitation of the Stalled Projects, the New Developer shall be entitled, in its sole and absolute discretion, to review, amend, revise, reconfigure and/or rationalise the scope, scale, design, building plans, layout plans, specifications of the Stalled Projects.
- The Parties hereby acknowledge and agree that, for the purposes of the revival and rehabilitation of the Stalled Projects, the New Developer shall be entitled to appoint and/or nominate Federal Builders Industries Sdn. Bhd. or such other entity as the New Developer may at its discretion determine, to undertake and carry out such revival and rehabilitation works in respect of the Stalled Projects.
- The Old Developer and SHSB acknowledge and agree that the revival and rehabilitation of the Stalled Projects involve complex, onerous and uncertain processes, and may be affected by unforeseen circumstances, including but not limited to regulatory requirements, purchasers’ responses, technical conditions of existing structures and market conditions.
- In undertaking the revival and rehabilitation of the Stalled Projects, the New Developer shall act on a reasonable endeavours basis only, and shall not be deemed to have assumed any obligation to achieve any particular result or outcome.
- The Old Developer and SHSB acknowledge and agree that the revival and rehabilitation of the Stalled Projects involve complex, onerous and uncertain processes, and may be affected by unforeseen circumstances, including but not limited to regulatory requirements, purchasers’ responses, technical conditions of existing structures and market conditions.
- In undertaking the revival and rehabilitation of the Stalled Projects, the New Developer shall act on a reasonable endeavours basis only, and shall not be deemed to have assumed any obligation to achieve any particular result or outcome.
- The Old Developer and SHSB shall, upon written request of the New Developer and to the extent reasonably required, render such reasonable assistance, cooperation and support as may be required to facilitate the revival and

rehabilitation of the Stalled Projects, subject to terms and conditions of the Agreement.

- Upon takeover of the Projects, the New Developer shall take all reasonable steps to endeavour that any liquidated damages claims or delay-related compensation arising from the Stalled Projects shall not be asserted against the Old Developer or SHSB, and at its own cost and expense, take all reasonable steps to engage with the affected end purchasers of the Stalled Projects with a view to procuring waivers of liquidated ascertained damages claims or delay-related compensation arising from the Stalled Projects.

G. Development of the Undeveloped Projects

- All the original issue document of titles for the respective plots (including all subdivided titles for the units) of the Undeveloped Projects are in the Proprietor's possession, and are free from any encumbrances and competing interests.
- The Proprietor is entitled to Ringgit Malaysia Twenty Million Seven Hundred Ten Thousand (RM20,710,000.00) only, calculated at the rate of twelve point five per cent (12.5%) of the proceeds of sale received by SHSB ("Proprietor's Entitlement").
- As at the date of the Agreement, SHSB represents that based on SHSB's internal records and subject to verification and confirmation in writing from the Proprietor, SHSB has paid to the Proprietor an aggregate sum of Ringgit Malaysia Forty-Four Million Nine Hundred Thirty-Three Thousand One Hundred Thirty-Eight (RM44,933,138.00) only.
- The Parties agree that the Undeveloped Projects shall be undertaken and developed afresh on a joint venture basis between the Proprietor and the New Developer, subject to the terms and conditions to be agreed in a separate agreement to be entered into with the Proprietor, among others:
 - subject to the Proprietor's agreement, the outstanding Proprietor's Entitlement shall represent the full and final settlement of all amounts payable to the Proprietor in respect of the Undeveloped Projects, to be payable in accordance with the payment structure and timeline as may be mutually agreed between the Proprietor and the New Developer;
 - the New Developer shall be entitled to amend, revise, reconfigure and/or rationalise the existing development layout plans and building plans for the Undeveloped Projects and, where required, prepare and submit new or amended layout plans and building plans to the relevant authorities for approval, which may result in changes to the development components, type and number of units as per the Agreement.
 - the development, phasing, funding structure, timelines for completion in respect of the Undeveloped Projects shall be governed by the terms and conditions as may be mutually agreed between the Proprietor and the New Developer; and
 - any prior timelines, development schedules or payment obligations stipulated under the JVA in respect of the Undeveloped Projects shall be of no further force or effect and shall not apply to the New Developer.

5. Financial Effects

The Agreement will not have any material effect on the issued and paid-up capital, substantial shareholders' shareholding, net asset per share and gearing of the Company and its subsidiaries ("Sentoria Group").

The Board is of the opinion that the Agreement is not expected to have material impacts on earning or revenue of the Company for the financial year ending 30 June 2026.

6. Risk Factors

Similar to all the business entities, risk factors affecting the execution of the Agreement, including but not limited to business risks such as prudent financial management, changes in price materials, changes in political, economic and regulatory conditions.

However, the Board of Directors of the Company will continue to exercise due care in considering the risks associated with the Agreement.

7. Interests of Directors and/or Major Shareholders and/or persons connected to them

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

8. Statement by Directors

The Board of Directors of the Company, after due consideration of all aspects of the Agreement, is of the opinion that the Agreement is in the best interest of the Company and is fair and reasonable to the Company and is not to the detriment of the Company and its shareholders.

This announcement is dated 29 January 2026.