TECHBOND GROUP BERHAD ("TGB" OR "THE COMPANY")

ACQUISITION OF LAND BY TECHBOND GREENTECH SDN BHD, A SUBSIDIARY OF TECHBOND MANUFACTURING SDN BHD, WHICH IN TURN IS A WHOLLY-OWNED SUBSIDIARY OF TECHBOND GROUP BERHAD ("PROPOSED ACQUISITION")

1. INTRODUCTION

The Board of Directors ("the Board") of TGB wishes to announce that Techbond Greentech Sdn Bhd [Registration No.: 201901043747 (1353077-W)] ("TGT" or "the Purchaser"), a subsidiary of Techbond Manufacturing Sdn Bhd [Registration No.: 199201008553 (240056-W)], which in turn is a wholly-owned subsidiary of TGB has on 4 November 2025 entered into a Sale and Purchase Agreement ("SPA") with Eco Business Park 7 Sdn Bhd [Registration No. 202401053413 (1599255-W)] ("EBP7" or "the Vendor") for the acquisition of a piece of land on Lot No. 3005, Phase : SME 3 held under H.S.(D) 46712, PT11474, Mukim Jimah, Daerah Port Dickson, Negeri Sembilan ("**the Land**")("**Lot No.: 3005**")(hereinafter known as "**Proposed Acquisition**") for a total purchase price of Ringgit Malaysia Nine Million Four Hundred Thirty Nine Thousand (RM9,439,000.00) only ("Purchase Price") upon the terms and conditions stipulated in the SPA.

2. DETAILS OF THE PROPOSED ACQUISITION

2.1 Information on the Lot No.: 3005

(a) The Vendor is the registered proprietor of all that price of freehold land held under H.S.(D) 46712, PT 11474, Mukim Jimah, Daerah Port Dickson Negeri Sembilan (**"Master Land"**)

(b) The Vendor is developing a light and medium industrial development provisionally known as "**SME 3, Eco Business Park VII**" or such other name as may be decided by the Vendor and approved by the Appropriate Authorities on part of the Master Land ("**Project**").

(c) The Master Land is charged or will be charged to RHB Bank Berhad [Registration No.: 196501000373 (6171-M)] of Level 10, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur. For avoidance of doubt, the Vendor shall ensure that the said charge is duly discharged and removed from the title prior to, or concurrently with, the completion of this transaction, so that the Purchaser shall obtain a clean and unencumbered title upon full payment of the purchase price.

(d) The Vendor has agreed to sell and Purchaser has agreed to purchase a portion of the Master Land which is delineated and shared RED in the Site Plan annexed hereto as the **Second Schedule** and more particularly described in **Section 3 of the First Schedule** in the Sale and Purchase Agreement (**"Lot No.: 3005"**) within the Project and subject further to the terms and conditions hereinafter contained.

(e) The Purchaser may, subject to the Vendors' agreement, request that a building be erected on the Lot No.: 3005, such building to be selected from the Vendor's standard designs then available and to be constructed in accordance with such specifications and building plan in respective the Sale and Purchase Agreement as may be mutually agreed (**"Building"**). If the Parties so agree, pursuant to **Recital** (**D**), the Lot No.: 3005 and the Building shall together constitute the "**Property**" and shall be dealt with under this Agreement and as supplemented in accordance with **Clause 2A.3** herein and subject further to the terms and conditions hereinafter contained.

(f) To date, the separate issue document of tittle of the Property has not been issued by the Appropriate Authorities.

2.2 Information on the Vendor

Eco Business Park 7 Sdn Bhd [Registration No.: 202401053413 (1599255-W)] ("EBP7") is a private limited company incorporated in Malaysia and having its registered address at Unit No. 19-01, Menara EcoWorld, Bukit Bintang City Centre, No. 2, Jalan Hang Tuah, 55100 Kuala Lumpur, Wilayah Persekutuan and its business address at Lot 6232, Persiaran Mokhtar Dahari, Eco Grandeur, 42300 Bandar Puncak Alam, Selangor.

The principal nature of business of EBP7 is property development. The present issued share capital of EBP7 is RM10,000,000 comprising of 10,000,000 ordinary shares.

The current Directors of EBP7 are as follows: -

a) Dato' Chang Khim Wah (NRIC No.: 640812-10-7053)
b) Dato' Ho Kwee Hong (NRIC No.: 760105-14-5268)
c) Khairil Anuar Sadat bin Salleh (NRIC No.: 760503-08-6697)
d) Liew Tian Xiong (NRIC No.: 911012-10-5123)
e) Datuk Mohamad Helmy bin Othman Basha (NRIC No.: 670113-10-6235)
f) Wong Sheue Yann (NRIC No.: 670122-10-5162)
g) Norazhar bin Musa (NRIC No.: 711020-10-6007)

The Shareholders of EBP7 are as follows: -

Shareholders	Shareholding
SD GUTHRIE LAND VENTURES SDN BHD	3,000,000
ECO WORLD DEVELOPMENT GROUP BERHAD	5,500,000
NS CORPORATION	1,500,000

2.3 Information on the Purchaser

TGT is a private limited company incorporated in Malaysia on 4 December 2019 and having its registered address at B-25-2, Block B, Jaya One, No. 72A, Jalan Prof Diraja Ungku Aziz, 46200 Petaling Jaya, Selangor Darul Ehsan.

The principal activities of TGT are developing, manufacturing and trading of industrial adhesives and chemical, palm oi-based polyols, palm oil-based polyurethane adhesives, polyol-based adhesives and polyol-based products

The issued share capital of TGT is RM150,100 comprising 150,100 ordinary shares. TGT is a 100% owned subsidiary of Techbond Manufacturing Sdn Bhd [Registration No.: 199201008553 (240056-W)], the Subsidiary of TGB.

2.4 Basis of arriving at and justification for the Purchase Price

The Purchase Price was arrived at based on the developer's selling price of RM775.28 per square metre and free from all encumbrances, charges, liens and caveats free from any conditions other than those imposed by the provisions hereto and subject to such expressed and/or implied conditions contained in and endorsed in the individual document of title for the said Lot No.: 3005 and as may be imposed by the relevant authorities and subject to the terms conditions covenants and stipulations hereinafter contained in the SPA.

The Purchase Price of the Land, Lot No.: 3005 shall be adjusted accordingly at the rate stipulated in Section 4 of the First Schedule annexed in the SPA calculated on the difference between the area of the Lot No.: 3005 and the area stated in the final title to the Said Lot.

The Purchase Price was arrived at based on a "willing buyer willing seller" basis after taking into consideration of the potential development of the Lot No.: 3005, accessibility of the site, development of the surrounding areas as well as recent transacted prices and/or asking prices of similar properties in the surrounding areas.

3. SALIENT TERMS OF THE AGREEMENT

The following are the salient terms of the Agreement: -

3.1 Agreement to Sell and Purchase

a) In consideration of the convenants, undertakings, terms and conditions herein contained, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property free from encumbrances and with vacant possession but subject to those imposed by the provisions hereto or already subsisting at the date hereof (if any) and all conditions of title and restrictions-in-interests, express and/or implied in the document of title to the Master Land and the separate document of title to the Property when issued, at the Purchase Price and upon and subject to the terms, conditions and stipulations hereinafter contained.

3.2 Option to Include Building

a) The Purchase may, within a reasonable period, subject to the Vendor's agreement request the inclusion of a building on the Lot No.: 3005 by selecting from the Vendor's standard building designs then available ("**Building**").

b) Any such request by the Purchaser shall be subject to :

   i) the Vendor and the Purchaser reaching mutual agreement on the description, specifications and building plans of the Building; and
   ii) where this Agreement has been assigned to the Purchaser's Financier, the prior written consent of such Financier

c) Upon the Vendor' acceptance of the Purchaser's request under Clause 3.2 (a), the Vendor and the Purchaser shall execute a supplemental agreement substantially in the form set out in Exhibit 1 in Sale and Purchase Agreement to :

   i) incorporate the description, specifications and building plans of the Building into the relevant Schedule of the Sale and Purchase Agreement.
   ii) adjust the Purchase Price to reflect the inclusion of the Building; and
   iii) make such other consequential amendments to the Sale and Purchase Agreement as may be necessary

d) If the Vendor and the Purchaser agree to include a Building, the Lot No.: 3005 and the Building which together constitute the Property shall be governed by the Sale and Purchase Agreement as amended or supplemented in accordance with 3.2 (c). If the Vendor and the Purchaser do not reach agreement pursuant to Clause 3.2 (c), the Property shall remain limited to the Lot No.: 3005 only and only and all references to "**Property**" herein shall be deemed to refer to the Lot No.: 3005 only.

e) For clarity, in the event that Option to Include Building is exercised as per Clause 3.2, all provisions of the Sale and Purchase Agreement relating to the Building, including without limitation to Clause 10.1(i)(D), Clause 13, Clause 14, Clause 15, Clause 19.2 and Clause 20, shall thereupon apply in full force and effect as if expressly incorporated in the Sale and Purchase Agreement upon the Purchaser's exercise of the same option.

3.3 Property Free from Encumbrances upon Delivery of Vacant Possession

a) The Purchaser hereby irrevocably consents and agrees that the Vendor shall be entitled at any time including after the date of the Sale and Purchase Agreement, to further charge, assign, encumber or create any interest(s) over the Master Land in favour of any financial institution(s) as security or additional security for such sums and upon such terms and conditions as the Vendor shall deem fit for the development and construction of the Project Provided That upon the Purchaser having paid to the Vendor the full Purchase Price and all monies payable under the Sale and Purchase Agreement, the Vendor shall ensure that the Property shall be free from such encumbrances immediately prior to the delivery of vacant possession of the Property to the Purchaser pursuant to Clause 19 (Delivery of Vacant Possession) of the Sale and Purchase Agreement hereof.

4. PURCHASE CONSIDERATION

The purchase price shall be Ringgit Malaysia Nine Million Four Hundred Thirty Nine Thousand Only (RM9,439,000.00) and shall be payable by the Purchaser to the Vendor by installments at the time and in the manner set out in the schedule of payment as per Third Schedule in Sale and Purchase Agreement hereto.

5. SCHEDULE OF PAYMENT

Instalments Payable			**%**	***Amount***
1.	Immediately upon signing of this Agreement		10	RM943,000.00
2.	Within Fourteen (14) days from the date of the Vendor's written notification of the:-			
	(a)	Commencement of the site clearing work	5	RM471,950.00
	(b)	The commencement of the earthworks of the Lot	15	RM1,415,850.00
	(c)	The completion of the earthworks of the Lot	20	RM1,887,800.00
	(d)	The completion of the earthworks of the Lot	10	RM943,900.00
	(e)	The completion of drainage mains to the Lot	10	RM943,900.00
	(f)	The completion of water mains fronting the Lot	10	RM943,900.00
	(g)	The completion of road mains fronting the Lot	10	RM943,900.00
3.	Within fourteen (14) days from handing over vacant possession of the Property to the Purchaser		10	RM943,900.00
		Total	**100**	**RM9,439,000.00**

6. SOURCE OF FUNDS

The Purchase Price will be funded by cash and internally generated funds.

7. RATIONALE FOR THE PROPOSED ACQUISITION

The purchase of the property is intended to support the Company's long-term operational objectives and future expansion plans. While the property may serve as an investment in the current stage, it provides flexibility for the Company to develop or relocate part of its operations in the future as needed. This strategic acquisition aims to enhance operational efficiency and ensure continuity in production and distribution over the long term.

8. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

(a) Share Capital and Substantial Shareholders’ Shareholding

The Proposed Acquisition will not have any effect on the issued and paid-up share capital of TGB.

(b) Net assets and Earnings per share

The Proposed Acquisition is not expected to have any material impact on the earnings and net assets per share of TGB Group for the current financial year ending 30 June 2026.

(c) Gearing

The Proposed Acquisition will not have any material impact on the gearing of the Company for the financial year ending 30 June 2026.

9. PARTICULARS OF ALL LIABILITIES TO BE ASSUMED ARISING FROM THE PROPOSED ACQUISITION

There is no liability to be assumed arising from the Proposed Acquisition.

10. COMPLETION OF THE ACQUISITION

The Proposed Acquisition is estimated to be completed by 4 November 2025.

11. DIRECTORS' AND MAJOR SHAREHOLDERS’ INTERESTS

None of the Directors, major shareholders and persons connected with the Directors and/or major shareholders of the Company, have any interest, direct or indirect, in the Proposed Acquisition.

12. STATEMENT BY DIRECTORS

The Board of Directors of the Company is of the opinion that the Proposed Acquisition is in the best interest of the Company.

13. PERCENTAGE RATIO OF THE PROPOSED ACQUISITION

Pursuant to Paragraph 10.02 (g) of the Main Market Listing Requirements of the Bursa Malaysia Securities Berhad, the highest percentage ratio of the Proposed Acquisition is 3.6%.

14. APPROVALS REQUIRED

Save for the approvals required for the subdivision of the Titles from the relevant authorities, the Proposed Acquisition is not subject to the shareholder approval of the Company or any governmental authorities. However, the commencement of the operations is subject to the relevant approvals to be obtained.

15. INSPECTION OF THE DOCUMENTS

The Agreement is available for inspection at the Registered Office during normal office hours from Monday to Friday (except Public Holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 4 November 2025.