

TITIJAYA LAND BERHAD ("TITIJAYA" OR "COMPANY")

JOINT VENTURE AGREEMENT BETWEEN TITIJAYA DEVELOPMENT (PULAU PINANG) SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF TITIJAYA WITH MINES HEIGHTS DEVELOPMENT SDN. BHD.

1. INTRODUCTION

The Board of Directors of Titijaya wishes to announce that Titijaya Development (Pulau Pinang) Sdn. Bhd. (Registration No. 201501040024 (1165342-V)) ("**TDPP**" or "**Developer**"), a wholly owned subsidiary of Titijaya, entered into a Joint Venture Agreement ("**JVA**") on 20 August 2025 with Mines Heights Development Sdn. Bhd. [Registration No. 200701019266 (777278-T)] ("**MHD**" or "**Landowner**") for the commercial development of a freehold land held under Lot 20012, No Hakmilik Geran 80473, Mukim Cheras, Daerah Kuala Lumpur, Wilayah Persekutuan ("**Land**"), having a total land area of approximately 12,062 square metre or 2.9805 acres, upon the terms and subject to the conditions therein contained in the JVA.

Under the JVA, TDPP will develop the Land into a mixed-used development project in accordance with the development approval and approved plans including any subsequent variations therefrom or amendments thereto that have been agreed and/or approved by the appropriate authorities ("**Project**").

(TDPP and MHD are collectively, the "**Parties**" and individually, a "**Party**").

(Titijaya and its subsidiaries shall hereinafter be referred to as "**Titijaya Group**" or the "**Group**")

2. INFORMATION OF THE PARTIES

2.1 Information on TDPP

TDPP was incorporated in Malaysia under the Companies Act 1965 on 9 November 2015, as a private limited company. The principal activity of TDPP is property development.

The registered address of TDPP is situated at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan and business address at N-16-01, Penthouse, Level 16, First Subang, Jalan SS15/4G, 47500 Subang Jaya, Selangor Darul Ehsan.

As at the date of the announcement, the issued share capital of TDPP is RM2.00 comprising 2 ordinary shares.

The directors of TDPP are as follows:-

1. Tan Sri Dato' Lim Soon Peng
2. Datuk Lim Poh Yit
3. Lim Puay Fung

2.2 Information on MHD

MHD was incorporated in Malaysia under the Companies Act 1965 on 15 June 2007, as a private limited company.

The registered address of MHD is situated at Unit 1003, 10th Floor, Block A, Kompleks Kelana Centre Point, No. 3, Jalan SS 7/19, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan and business address at A5-12 Block A, 5th Floor Plaza Dwi Tasik, Bandar Sri Permaisuri, 56000 Kuala Lumpur, Wilayah Persekutuan.

As at the date of the announcement, the issued share capital of MHD is RM500,000.00 comprising 500,000 ordinary shares.

MHD is a wholly owned subsidiary of Sun Star Capital (M) Sdn. Bhd. ("**Sun Star Capital**"). The directors of MHD are as follows: -

1. Sulaiman Bin Abdul Wahid
2. Gopu A/L Subramaniam
3. Garmit Kaur A/P Gajjan Singh
4. Datuk Ganesan A/L Subramaniam

2.3 Information on Sun Star Capital

Sun Star Capital is a private limited company duly incorporated in Malaysia on 11 January 2003 and having its registered address at Unit 1003, 10th Floor, Block A, Kompleks Kelana Centre Point, No. 3, Jalan SS7/19, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan and business address at A5-12 Block A 5th Floor, Plaza Dwi Tasik, Bandar Sri Permaisuri, 56000 Kuala Lumpur, Wilayah Persekutuan.

As at the date of announcement, Sun Star Capital is principally involved in investment holding and has an issued share capital of RM100,000.00 comprising 100,000 ordinary shares.

The directors and shareholders of Sun Star Capital are as follows:-

Directors

1. Kavitha A/P Subramaniam
2. Gopu A/L Subramaniam
3. Poobalasingam A/L Magalingam
4. Ya'akob Bin Suratman
5. Datuk Ganesan A/L Subramaniam

Shareholders

Name of Shareholders	No. of shares	%
Ya'akob Bin Suratman	3,000	3
Poobalasingam A/L Magalingam	10,000	10
Khaveta A/P Subramaniam	7,000	7
Gopu A/L Subramaniam	10,000	10
Ganesan A/L Subramaniam	70,000	70

3. SALIENT TERMS OF THE JVA

The salient terms of the JVA include, amongst others, the following: -

3.1 Conditions Precedents

The JVA shall come into effect and be binding on the parties upon the fulfilment as stipulated in the JVA.

3.2 Consideration

(i) Deposit

A deposit of RM1,000,000/- shall be paid by the Developer to the Landowner upon the execution of the JVA. The Deposit shall be deemed as part payment to the Landowner upon completion of the Project and full distribution of the Landowner's entitlement under the JVA. However, the deposit shall be forfeited by the Landowner absolutely in the event that the Developer unlawfully terminates under the JVA after the unconditional date, or the JVA is terminated arising from the default of the Developer.

(ii) Landowner's entitlement

The Developer shall pay to the Landowner the Landowner's entitlement equivalent to 16.5% of the net gross development value of the Project subject to the minimum guaranteed amount of RM90,000,000/- only to be paid in the proportion of 80% in cash and 20% in the form of lots that shall include bumiputra lots and to be selected by way of balloting ("**Landowner's Lots**").

3.3 Commencement and completion of the Project

The construction work on the Land shall commence on or before the expiry of 3 months from the date of the approval of the developer's license and advertisement permit by the relevant authorities ("**Commencement Date**").

The Project must be completed within six (6) years from the Commencement Date. The Project will be considered complete when the architects, engineers, or other relevant consultants issue the Certificate of Practical Completion for the lots in the Project.

4. SOURCES OF FUNDING FOR THE PROJECT

The Project will be funded by a combination of internally generated funds and/or bank borrowings.

5. BASIS AND JUSTIFICATION FOR THE LANDOWNER'S ENTITLEMENT

The total landowner's entitlement was determined on a willing-buyer and willing-seller basis following negotiations and an internal review conducted by the management. In arriving at the landowner's entitlement, the following factors were taken into account:

- (a) the potential development returns from the Land and Property;
- (b) the accessibility and suitability of the Land and Property;
- (c) the transit-oriented development for the Land;
- (d) recent transactions of land within the surrounding area;

Based on the Company's internal assessment, the consideration is within the range of acceptable land costs given the potential GDV to be generated. While a formal valuation was not carried out for the JVA, the Group is confident that the landowner's entitlement is commensurate with the prevailing market value of the land and will generate a positive return for the Group.

6. RATIONALE FOR THE PROJECT

The Land is strategically located in Taman Connaught and is a well-sought-after location in the Klang Valley by investors. In addition, the Project will enable Titijaya to focus on its core business of property development. This move is consistent with Titijaya Group's growth strategy, which involves expanding its land portfolio and investing in strategically located development properties within the Klang Valley. This strategic approach aims to sustain Titijaya Group's presence and success in property development.

7. PROSPECTS OF THE LAND

The Group's primary business is property development which has been the Group's key revenue contributor for the financial year ended 30 June 2024, contributing RM251.2 million to the Group.

The Group intends to jointly develop the Land into mixed commercial properties. Capitalizing on the strategically advantageous location in Taman Connaught, Cheras which holds significant development value, the Group is optimistic that the JVA will not only augment the future revenue stream but also make a positive contribution to the overall financial performance of the Group.

8. RISK FACTORS

The Project is dependent on the fulfilment of the terms and conditions stipulated in the JVA. There is no assurance that the Project will not be exposed to risks such as termination of the JVA or inability to fulfil the terms and conditions, aside from the risks inherent in the property development industry.

The Board will take reasonable steps to ensure that the terms and conditions of the JVA which are within the control of the Group are met on a timely basis and will take necessary steps to mitigate the risks as and when they arise.

9. LIABILITIES TO BE ASSUMED

Save for the obligations and liabilities arising from or in connection with the JVA, Titijaya will not be assuming any additional liabilities, including contingent liabilities and guarantees arising from the Project.

10. FINANCIAL EFFECT OF THE PROJECT

10.1 Share Capital and Substantial Shareholders' Shareholdings

The Project will not have any effect on the issued share capital or the shareholdings of substantial shareholders of Titijaya as the Project does not involve the issuance of new ordinary shares in Titijaya.

10.2 Earnings and Earnings per share ("EPS")

The Project will not have any material effect on the earnings and EPS of Titijaya Group for the financial year ended 30 June 2025.

10.3 Net Assets ("NA") and NA per share

The Project will not have any material effect on the NA and NA per share of Titijaya Group for the financial year ended 30 June 2025.

10.4 Gearing

Subject to unforeseen circumstances, the Project is not expected to have any material effect on the gearing level of Titijaya Group for the financial year ended 30 June 2025.

10.5 Highest Percentage Ratio applicable to the Project

The highest percentage ratio applicable to the Project pursuant to paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad is approximately 7.31%, based on the Company's latest audited financial statements for the financial year ended 30 June 2024.

11. APPROVAL(S) REQUIRED

The Project does not require approval of shareholders of Titijaya Group.

12. INTEREST OF DIRECTORS, AND/OR MAJOR SHAREHOLDERS AND PERSONS CONNECTED WITH THEM

None of the directors, major shareholders, persons connected to directors or persons connected to the major shareholders of the Company has any interest, direct or indirect, in the Project.

13. STATEMENT BY THE BOARD OF DIRECTORS

The Board of Directors of Titijaya, having considered all pertinent aspects of the Project, is of the opinion that the proposed JVA is in the best interests of Titijaya Group.

14. ESTIMATED TIMEFRAME FOR COMPLETION

The Project shall be completed within 6 years commencing from the date of the approval of the housing developer's license and advertising permit of TDPP.

15. DOCUMENTS FOR INSPECTION

The JVA is available for inspection at the registered office of the Company at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan during normal business hours from Mondays to Fridays (except for Public Holiday) for a period of three (3) months from the date of this announcement.

This announcement is dated 20 August 2025.