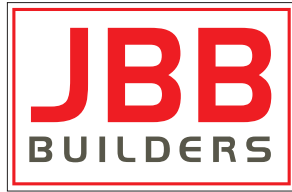


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JBB BUILDERS INTERNATIONAL LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1903)

DISCLOSEABLE TRANSACTIONS DISPOSAL OF PROPERTIES

SALE AND PURCHASE AGREEMENTS

On 30 June 2025 (after trading hours), the Vendor, an indirectly wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreements with the Purchasers to which the Vendor has agreed to sell, and the Purchasers have agreed to purchase the Properties at the selling price of RM1.5 million in aggregate.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Sale and Purchase Agreements exceeds 5% but is less than 25%, the transactions contemplated under the Sale and Purchase Agreements constitute discloseable transactions of the Company under the Listing Rules and are therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

1. SALE AND PURCHASE AGREEMENTS

On 30 June 2025 (after trading hours), the Vendor, an indirectly wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreements with the Purchasers to which the Vendor has agreed to sell, and the Purchasers have agreed to purchase the Properties at the selling price of RM1.5 million in aggregate.

1.1 Principal terms of the Sale and Purchase Agreement A

The principal terms of the Sale and Purchase Agreement A are set out below:

Date : 30 June 2025 (after trading hours)

Parties : (1) the Vendor; and
(2) Individual A

Subject to be
disposed of : Property A

Consideration : RM750,000

The consideration was arrived at after arm's length negotiations between the Vendor and Individual A, having taken into account, among others, on normal commercial terms with reference to the recent market prices of similar properties and prevailing market conditions as at 13 June 2025 of RM780,000 conducted by an independent professional property valuer.

Payment terms : The payment of the consideration should be in the form of cash, bank draft, banker's cheque or cashier's order or by way of telegraphic transfer or other means as may be mutually agreed upon made payable to the Vendor or the Vendor's solicitors.

Individual A shall upon the execution of the Sale and Purchase Agreement A pay RM75,000 to the Individual A's solicitors by way of deposit and part payment towards the consideration of the Property A, the receipt of which the Vendor hereby acknowledges as being towards the account of the purchase price.

The remaining balance of the consideration of RM675,000 (the “**Balance Purchase Price A**”) shall be paid by Individual A to the Vendor’s solicitors within four (4) months from the date of Sale and Purchase Agreement A, i.e. 31 October 2025 (the “**Completion Date**”). In the event the Individual A shall fail to pay to the Vendor the balance of the consideration or any part thereof which is due to be paid by the Individual A to the Vendor on or before the Completion Date, the Vendor shall automatically grant to the Individual A one (1) month extension period with an interest rate of 8% per annum calculated on a day to day basis commencing on the first day of the extended period and ending on and inclusive of the day on which the Balance Purchase Price A or any part thereof together with the interest is paid to the Vendor.

The Balance Purchase Price A which shall be paid to the Vendor’s solicitors as stakeholders shall be dealt with by the Vendor’s solicitors provided always that the Vendor has delivered the vacant possession of the Property A the same condition, state, nature and character (fair wear and tear excepted) as at the date of inspection to Individual A within five (5) days from the date of full payment of the purchase price of the Property A and that the Vendor has furnished to Individual A copy of the official receipts of settlement of all the outgoings in respect of the Property A.

Completion : Completion will be subject to the payment of the consideration of the Property A by Individual A to the Vendor and completion of the registration of the title of Property A in the name of Individual A under the land registry.

1.2 Principal terms of the Sale and Purchase Agreement B

The principal terms of the Sale and Purchase Agreement B are set out below:

Date : 30 June 2025 (after trading hours)

Parties : (1) the Vendor; and
(2) Individual B

Subject to be : Property B
disposed of

Consideration : RM750,000

The consideration was arrived at after arm's length negotiations between the Vendor and Individual B, having taken into account, among others, on normal commercial terms with reference to the recent market prices of similar properties and prevailing market conditions as at 13 June 2025 of RM780,000 conducted by an independent professional property valuer.

Payment terms : The payment of the consideration should be in the form of cash, bank draft, banker's cheque or cashier's order or by way of telegraphic transfer or other means as may be mutually agreed upon made payable to the Vendor or the Vendor's solicitors.

Individual B shall upon the execution of the Sale and Purchase Agreement B pay RM75,000 to the Individual B's solicitors by way of deposit and part payment towards the consideration of the Property B, the receipt of which the Vendor hereby acknowledges as being towards the account of the purchase price.

The remaining balance of the consideration of RM675,000 (the “**Balance Purchase Price B**”) shall be paid by Individual B to the Vendor’s solicitors within four (4) months from the date of Sale and Purchase Agreement B, i.e. 31 October 2025 (the “**Completion Date**”). In the event the Individual B shall fail to pay to the Vendor the balance of the consideration or any part thereof which is due to be paid by the Individual B to the Vendor on or before the Completion Date, the Vendor shall automatically grant to the Individual B one (1) month extension period with an interest rate of 8% per annum calculated on a day to day basis commencing on the first day of the extended period and ending on and inclusive of the day on which the Balance Purchase Price B or any part thereof together with the interest is paid to the Vendor.

The Balance Purchase Price B which shall be paid to the Vendor’s solicitors as stakeholders shall be dealt with by the Vendor’s solicitors provided always that the Vendor has delivered the vacant possession of the Property B the same condition, state, nature and character (fair wear and tear excepted) as at the date of inspection to Individual B within five (5) days from the date of full payment of the purchase price of the Property B and that the Vendor has furnished to Individual B copy of the official receipts of settlement of all the outgoings in respect of the Property B.

Completion : Completion will be subject to the payment of the consideration of the Property B by Individual B to the Vendor and completion of the registration of the title of Property B in the name of Individual B under the land registry.

2. INFORMATION OF THE PROPERTIES

Property A is a commercial property under individual title HS(D) 564421 PTD 8731 in the Mukim of Jelutong, District of Johor Bahru, State of Johor measuring approximately 160.044 square meters together with a unit of three storey shop office erected thereon and bearing the postal address of 47, Jalan SILC 2/16, Kawasan Perindustrian SILC, 79150 Iskandar Puteri, Johor. It has a built-up area of approximately 5,166 square feet and market value of RM780,000 conducted by an independent professional property valuer.

Property B is a commercial property under individual title HS(D) 564420 PTD 8730 in the Mukim of Jelutong, District of Johor Bahru, State of Johor measuring approximately 159.311 square meters together with a unit of three storey shop office erected thereon and bearing the postal address of 49, Jalan SILC 2/16, Kawasan Perindustrian SILC, 79150 Iskandar Puteri, Johor. It has a built-up area of approximately 5,142 square feet and market value of RM780,000 conducted by an independent professional property valuer.

The Properties were acquired by the Vendor on 11 February 2015. Since the possession of the Properties, the Properties have been vacant and have not generated any rental income.

The Properties are currently pledged as one of the securities of the banking facilities of JBB Builders (M) Sdn. Bhd., an indirectly wholly-owned subsidiary of the Company, provided by a bank in Malaysia (“**Banking Facilities**”). Based on the latest information from the bank, no redemption of money is required for the release of the pledged of the Properties from the Banking Facilities while the bank is currently undergoing internal process to approve the release of the pledged of the Properties from the Banking Facilities.

3. REASONS FOR AND BENEFITS OF ENTERING INTO THE SALE AND PURCHASE AGREEMENTS

Taking into account that property investment is not one of the principal businesses of the Group, the Group has been looking for opportunities to monetise the Properties. Considering the Properties are situated in the industrial area in which the property market is unfavourable, it is challenging to dispose the Properties. The Directors are of the view that by entering into the Sale and Purchase Agreements, the Group can realise the value of the Properties and improve the liquidity and general working capital of the Group.

The Board has approved the Sale and Purchase Agreements and the transactions contemplated thereunder. In addition, the Board considers that the Sale and Purchase Agreements and the terms thereof are fair and reasonable and on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole.

4. FINANCIAL IMPLICATIONS OF THE SALE AND PURCHASE AGREEMENTS

It is expected that upon the execution of the Sale and Purchase Agreements, the Group will derecognise the investment properties amounted to RM2.2 million and recognise assets held for sale amounted to RM1.5 million which is the consideration of the Properties. A fair value loss of the Properties amounted to RM0.7 million will be recognised, which is calculated by the difference between the selling price of the Properties amounted to RM1.5 million and the carrying value of the Properties in the unaudited condensed consolidated financial statements of the Company as at 31 December 2024 amounted to RM2.2 million. The actual amount of the loss to be recorded by the Group is subject to review and final audit by the auditor of the Company. Upon the Completion, assets held for sale amounted to RM1.5 million will be derecognised. The Company intends to use the net proceeds from the disposal of the Properties as general working capital of the Group.

Save as disclosed above, the Board considers that there will be no material adverse impact on (a) the financial position and earnings, and (b) the business and operation, of the Group associated with the Sale and Purchase Agreements.

5. LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Sale and Purchase Agreements exceeds 5% but is less than 25%, the transactions contemplated under the Sale and Purchase Agreements constitute discloseable transactions of the Company under the Listing Rules and are therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

6. GENERAL

The Company is incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange.

The Vendor is a company incorporated in Malaysia with limited liability on 6 February 2014 and an indirectly wholly-owned subsidiary of the Company. It mainly engages in the business of sand dredging and loading works.

The Purchasers are Malaysian. To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Purchasers are third parties independent of the Group and its connected persons.

7. DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Balance Purchase Price A”	having the meaning ascribed to it under this announcement;
“Balance Purchase Price B”	having the meaning ascribed to it under this announcement;
“Banking Facilities”	having the meaning ascribed to it under this announcement;
“Board”	the board of Directors;
“Company”	JBB Builders International Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	the completion of the disposal of the Properties pursuant to the terms and conditions of the Sale and Purchase Agreements;
“Completion Date”	having the meaning ascribed to it under this announcement;
“connected persons”	has the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Group”	the Company and its subsidiaries (as the same is defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong));
“Hong Kong”	Hong Kong Special Administrative Region of The People’s Republic of China;
“Individual A”	Ms. Ong Hwee Ling, an independent third party to the Group, being a party to the Sale and Purchase Agreement A;

“Individual B”	Ms. Ong Siaw Ling, an independent third party to the Group, being a party to the Sale and Purchase Agreement B;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Main Board”	the stock market operated by the Stock Exchange, which excludes GEM and the option market;
“percentage ratio(s)”	has the meaning ascribed to it under the Listing Rules;
“Property A”	a commercial property under individual title HS(D) 564421 PTD 8731 in the Mukim of Jelutong, District of Johor Bahru, State of Johor measuring approximately 160.044 square meters together with a unit of three storey shop office erected thereon and bearing the postal address of 47, Jalan SILC 2/16, Kawasan Perindustrian SILC, 79150 Iskandar Puteri, Johor;
“Property B”	a commercial property under individual title HS(D) 564420 PTD 8730 in the Mukim of Jelutong, District of Johor Bahru, State of Johor measuring approximately 159.311 square meters together with a unit of three storey shop office erected thereon and bearing the postal address of 49, Jalan SILC 2/16, Kawasan Perindustrian SILC, 79150 Iskandar Puteri, Johor;
“Properties”	Property A and Property B;
“Purchasers”	Individual A and Individual B;
“RM”	Ringgit Malaysia, the lawful currency of Malaysia;
“Sale and Purchase Agreement A”	the agreement dated 30 June 2025 entered into between the Vendor and Individual A in respect of the disposal of Property A;
“Sale and Purchase Agreement B”	the agreement dated 30 June 2025 entered into between the Vendor and Individual B in respect of the disposal of Property B;
“Sale and Purchase Agreements”	Sale and Purchase Agreement A and Sale and Purchase Agreement B;

“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the Share(s);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiaries”	has the meaning ascribed to it under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
“Vendor”	Pavilion Ingenious Sdn. Bhd., a company incorporated in Malaysia with limited liability on 6 February 2014 and an indirectly wholly-owned subsidiary of the Company; and
“%”	percent.

By order of the Board
JBB Builders International Limited
Dato’ Ng Say Piyu
Chairman and executive Director

Hong Kong, 30 June 2025

As at the date of this announcement, the Board comprises Dato’ Ng Say Piyu, Mr. Lam Fung Eng and Mr. Ng Chong Boon, as executive Directors, Datin Ngooi Leng Swee as non-executive Director, Mr. Tai Lam Shin, Mr. Chan Tsun Choi, Arnold and Ms. Chan Pui Kwan as independent non-executive Directors.