### UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

## SCHEDULE 13D/A

Under the Securities Exchange Act of 1934 (Amendment No.1)\*

> Davis Commodities Limited (Name of Issuer)

Ordinary shares, par value \$0.000000430108 per share

(Title of Class of Securities)

G2677P105 (CUSIP Number)

## Li Peng Leck 10 Bukit Batok Crescent, #10-01, The Spire Singapore 658079 +65 6896 5333

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 26, 2024

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 3d-1(f) or 13d-1(g), check the following box.  $\Box$ 

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

## CUSIP No. G2677P105

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1			orting persons			
	Li Peng					
2	Check the appropriate box if a member of a group					
	(a) 🗆	(b				
3	SEC us	se only				
4	Source of funds					
-		AF				
5	Check	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)				
(		.1.1				
6	Citizen	Citizenship or place of organization				
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	ned by	9	Sole dispositive power			
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	oorting		0			
	erson	10	Shared dispositive power			
	with		19.385,031*			
11	Aggregate amount beneficially owned by each reporting person					
	00 -0					
	19,385,031*					
12	Check box if the aggregate amount in row (11) excludes certain shares					
13	Percent of class represented by amount in row (11)					
		79.1%**				
14	Type of reporting person					
IN						

\* Includes: (i) 15,056,700 ordinary shares held through Davis & KT Holdings Pte. Ltd., in which Li Peng Leck is considered the controlling person and holds 100% voting and dispositive power over those shares, as of the date hereof, (ii) 2,238,331 ordinary shares directly held by Lek Pow Sheng, Pauson, who is the nephew of Li Peng Leck and (iii) 2,090,000 ordinary shares directly held by Leck Yak Tee, Zaccheus, who is the brother of Li Peng Leck shares voting and dispositive power over the ordinary shares held by Lek Pow Sheng, Pauson and Leck Yak Tee, Zaccheus.

\*\* Based on 24,500,625 ordinary shares outstanding as of the date hereof.

1	Name of reporting persons					
	Lek Pow Sheng, Pauson					
2	Check the appropriate box if a member of a group (a) □ (b) □					
	(a) 🗆	(0)				
3	SEC use only					
4	Source of funds					
	DE					
5	PF Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)					
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6	Citizen	ship or	place of organization			
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Num	ber of	7	Sole voting power			
	ares		0			
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	ed by ach	9	2,238,331* Sole dispositive power			
	orting	9				
~	rson	10	Shared dispositive power			
W	rith		2,238,331*			
11	Aggregate amount beneficially owned by each reporting person					
	2,238,331*					
12	Check box if the aggregate amount in row (11) excludes certain shares					
13	Percent of class represented by amount in row (11)					
	9.1%**					
14	Type of reporting person					
	IN					
<u> </u>						

\* Represents 2,238,331 ordinary shares directly held by Lek Pow Sheng, Pauson. Li Peng Leck shares voting and dispositive power over the ordinary shares held by Lek Pow Sheng, Pauson.\*\* Based on 24,500,625 ordinary shares outstanding as of the date hereof.

1	Name of reporting persons				
	Leck Yak Tee, Zaccheus				
2	Check the appropriate box if a member of a group				
	(a) $\Box$ (b) $\Box$				
3	SEC use only				
4	Source of funds				
	PF				
5					
6	Citizen	ship or	place of organization		
	Singapore				
	ber of	7	Sole voting power		
	ares	8	Shared voting power		
	ficially ed by	0	2,090,000*		
ea	ich	9	Sole dispositive power		
~	orting		0		
	rson rith	10	Shared dispositive power 2,090,000*		
11	Aggregate amount beneficially owned by each reporting person				
	2,090,000*				
12	Check box if the aggregate amount in row (11) excludes certain shares				
13	Percent of class represented by amount in row (11)				
	8.5%**				
14	Type of reporting person				
	IN				

\* Represents 2,090,000 ordinary shares directly held by Leck Yak Tee, Zaccheus. Li Peng Leck shares voting and dispositive power over the ordinary shares held by Leck Yak Tee, Zaccheus.\*\* Based on 24,500,625 ordinary shares outstanding as of the date hereof.

This Amendment (the "Amendment") amends the statement on Schedule 13D filed with the U.S. Securities and Exchange Commission on April 12, 2024 (the "Schedule 13D"). Except as amended and supplemented by this Amendment, the Schedule 13D remains unchanged. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Schedule 13D.

### Item 3. Source and Amount of Funds or Other Consideration.

This Amendment amends and restates Item 3 of the Schedule 13D, as amended in its entirety as set forth below:

On April 2, 2024, LPSP purchased 2,108,381 ordinary shares of the Issuer, for a consideration of US\$2,361,386.72, from Ng Hong Whee through a private placement. The source of funds for this transaction was LPSP's personal funds.

On April 2, 2024, LYTZ purchased 1,960,050 ordinary shares of the Issuer, for a consideration of US\$2,195,256.00, from Ng Hong Whee through a private placement. The source of funds for this transaction was LYTZ's personal funds.

On April 9, 2024, LPSP purchased 129,950 ordinary shares of the Issuer, for a consideration of US\$137,747.00, from ACCT Pte. Ltd. through a private placement. The source of funds for this transaction was LPSP's personal funds.

On April 9, 2024, LYTZ purchased 129,950 ordinary shares of the Issuer, for a consideration of US\$137,747.00, from BSPL Services Pte. Ltd. through a private placement. The source of funds for this transaction was LYTZ's personal funds.

## Item 5. Interest in Securities of the Issuer

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This Amendment amends and restates Item 5 of the Schedule 13D, as amended in its entirety as set forth below:

(a)-(b) Reporting Persons	Beneficial Ownership	Percentage of Total Ordinary Shares <sup>(1)</sup>	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
LPL	19,385,031 <sup>(2)</sup>	79.1%	0	19,385,031 <sup>(2)</sup>	0	19,385,031 <sup>(2)</sup>
LPSP	2,238,331 (3)	9.1%	0	2,238,331 (3)	0	2,238,331 (3)
LYTZ	2,090,000 (4)	8.5%	0	2,090,000 (4)	0	2,090,000 (4)

- (1) The beneficial ownership percentage is calculated based on 24,500,625 ordinary shares of the Issuer issued and outstanding as of the date hereof.
- (2) Represents the number of ordinary shares beneficially held by LPL as of the date hereof, including (i) 15,056,700 ordinary shares held through Davis & KT Holdings Pte. Ltd., in which LPL is considered the controlling person and holds 100% voting power over those shares, (ii) 2,238,331 ordinary shares directly held by LPSP, who is the nephew of LPL and (iii) 2,090,000 ordinary shares directly held by LYTZ, who is the brother of LPL. LPL shares voting and dispositive power over the ordinary shares held by LPSP and LYTZ.
- (3) Represents the number of ordinary shares held by LPSP as of the date hereof. LPL shares voting and dispositive power over the ordinary shares held by LPSP.
- (4) Represents the number of ordinary shares held by LYTZ as of the date hereof. LPL shares voting and dispositive power over the ordinary shares held by LYTZ.
  - (c) On April 2, 2024, LPSP purchased 2,108,381 ordinary shares of the Issuer, for a consideration of US\$2,361,386.72, from Ng Hong Whee through a private placement. The source of funds for this transaction was LPSP's personal funds.

On April 2, 2024, LYTZ purchased 1,960,050 ordinary shares of the Issuer, for a consideration of US\$2,195,256.00, from Ng Hong Whee through a private placement. The source of funds for this transaction was LYTZ's personal funds.

On April 9, 2024, LPSP purchased 129,950 ordinary shares of the Issuer, for a consideration of US\$137,747.00, from ACCT Pte. Ltd. through a private placement. The source of funds for this transaction was LPSP's personal funds.

On April 9, 2024, LYTZ purchased 129,950 ordinary shares of the Issuer, for a consideration of US\$137,747.00, from BSPL Services Pte. Ltd. through a private placement. The source of funds for this transaction was LYTZ's personal funds.

(d) To the knowledge of the Reporting Persons, no person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of the ordinary shares.

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(e) Not applicable.

# Item 7. Materials to be Filed as Exhibits.

# Exhibit

No.	Description
99.1	Joint Filing Agreement, dated May 1, 2024
99.2	Sale and Purchase Agreement, dated April 9, 2024, by and between BSPL Services Pte. Ltd. and Leck Yak Tee, Zaccheus
99.3	Sale and Purchase Agreement, dated April 9, 2024, by and between ACCT Pte. Ltd. and Lek Pow Sheng, Pauson

## SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this statement is true, complete and correct.

Date: May 1, 2024

By: /s/ Li Peng Leck Name: Li Peng Leck

By: /s/ Lek Pow Sheng, Pauson Name: Lek Pow Sheng, Pauson

By: /s/ Leck Yak Tee, Zaccheus Name: Leck Yak Tee, Zaccheus

## JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13G referred to below) on behalf of each of them of a statement on Schedule 13G (including amendments thereto) with respect to the ordinary shares, par value of US\$0.000000430108 per share, of Davis Commodities Limited, a Cayman Islands exempted company, and that this Agreement may be included as an exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of May 1, 2024.

By: /s/ Li Peng Leck Name: Li Peng Leck

By: /s/ Lek Pow Sheng, Pauson Name: Lek Pow Sheng, Pauson

By: /s/ Leck Yak Tee, Zaccheus Name: Leck Yak Tee, Zaccheus

### SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made on 09 April 2024 between:

- (a) BSPL Services Pte. Ltd. (Company UEN No. 202009387W) of 480 Jurong West Street 41 #11-294 Jurong Ville @ Street 41, Singapore 640480 ("Vendor"); and
- (b) Leck Yak Tee, Zaccheus (ID No. S7411819D) of 546A Segar Road #17-65, Singapore 671546 ("Purchaser").

#### WHEREAS:

(A) The Vendor intends to sell 129,950 shares in the capital of Davis Commodities Limited (G2677P105) ("Sale Shares") based on the terms and conditions set out in this agreement.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

- The Vendor shall sell, and the Purchaser shall purchase, the Sale Shares, free from all encumbrances whatsoever, together with all rights and advantages, on and from <u>09 April 2024</u> ("Completion Date").
- The aggregate consideration for the sale and purchase of the Sale Shares shall be US\$137,747.00 (the "Sale Price").
- 3. On the Completion Date, the Vendor shall deliver to the Purchaser duly executed share transfer form(s) specifying the Purchaser as the transferee of the Sale Shares as well as the original share certificate(s) in respect of the Sale Shares, and the Purchaser shall pay to the Vendor the aggregate consideration of the Sale Price for the Sale Shares in cash.
- 4. For the avoidance of doubt, the parties acknowledge that upon the payment by the Purchaser to the Vendor of the Sale Price for the Sale Shares on the Completion Date, as between the parties, the Purchaser shall be the absolute beneficial owner of all of the Sale Shares, free from all encumbrances whatsoever, together with all rights and advantages.
- 5. This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when duly executed and sent by facsimile or electronically to the other party shall be an original, but all the counterparts (including counterparts sent by way of facsimile or electronically) shall together constitute one and the same document.
- This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

Name:

Name: BSPL Services Pte. Ltd.

Leck Yak Tee, Zaccheus

### SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made on <u>09 April 2024</u> between:

- (a) ACCT Pte. Ltd. (Company UEN No. 201624732H) of 35 Lorong 5 Toa Payoh #02-329 East Payoh Spring, Singapore 310035 ("Vendor"); and
- (b) Lek Pow Sheng, Pauson (ID No. S8221030Z) of 645 Jurong West Street 61 #14-102, Singapore 640645 ("Purchaser").

### WHEREAS:

(A) The Vendor intends to sell **129,950** shares in the capital of Davis Commodities Limited (G2677P105) ("**Sale Shares**") based on the terms and conditions set out in this agreement.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

- The Vendor shall sell, and the Purchaser shall purchase, the Sale Shares, free from all encumbrances whatsoever, together with all rights and advantages, on and from <u>09 April 2024</u> ("Completion Date").
- 2. The aggregate consideration for the sale and purchase of the Sale Shares shall be US\$137,747.00 (the "Sale Price").
- 3. On the Completion Date, the Vendor shall deliver to the Purchaser duly executed share transfer form(s) specifying the Purchaser as the transferee of the Sale Shares as well as the original share certificate(s) in respect of the Sale Shares, and the Purchaser shall pay to the Vendor the aggregate consideration of the Sale Price for the Sale Shares in cash.
- 4. For the avoidance of doubt, the parties acknowledge that upon the payment by the Purchaser to the Vendor of the Sale Price for the Sale Shares on the Completion Date, as between the parties, the Purchaser shall be the absolute beneficial owner of all of the Sale Shares, free from all encumbrances whatsoever, together with all rights and advantages.
- 5. This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when duly executed and sent by facsimile or electronically to the other party shall be an original, but all the counterparts (including counterparts sent by way of facsimile or electronically) shall together constitute one and the same document.
- 6. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

Name: W7 Joo WEHG ACCT Pte. Ltd.

Name: Lek Pow Sheng, Pauson