

ONE (1) UNIT OF COMMERCIAL PARCEL (INTERMEDIATE)

FOR SALE BY PUBLIC TENDER

Offers are invited for the purchase by Public Tender of one (1) unit of commercial parcel (intermediate) located at Tropics City (Tower A), Jalan Kampung Tabuan Dayak, Kuching. Details of the property are as follows: -

The Property	:	One (1) unit of commercial parcel (intermediate)
Title Description	:	Yet to be issued with strata title
Property Description	:	Parcel No. A-3A-19, Level 3A of Tower A of Parent Lots 258, 259, 1169 and 1173 all of Block 11 Muara Tebas Land District and Lot 3582 Muara Tebas Land District
Location/Address	:	Parcel No. A-3A-19, Tropics City (Tower A), Jalan Kampung Tabuan Dayak, 93350 Kuching
Area of the unit	:	41.00 square metres, more or less (According to the Sale and Purchase Agreement dated 20 May 2022)

The above property will be sold subject to the reserve price of **RM220,000.00** and subject to the Conditions of Sale set forth in the Tender documents.

The Tender documents including the Tender Form and Conditions of Sale are available from Messrs. David Allan ST Advocates, A2-4, Wisma Nation Horizon, Jalan Petanak, 93100 Kuching, Sarawak, Tel. No. 082-238122 and the Sale Agent for the Assignee, Messrs. WTWY Real Estate Sdn Bhd., No. 26, (1st Floor), Lot 352 Section 54, Wisma Nation Horizon, Jalan Petanak, 93100 Kuching, Tel. No. 082-231331 during normal office hours during the tender period on payment of a non-refundable fee of RM10.00.

The closing date of submission of the Tender Form is on Monday the 13th day of July, 2026 at 2:00 p.m. and opening of the tender is on Monday the 13th day of July, 2026 at 3:00 p.m.

Dated this 23rd day of June, 2026.



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Sale Agent for the Assignee
WTWY REAL ESTATE SDN. BHD. (199301019579) (E(1)0507/7)

SCHEDULE

PROPERTY DETAILS

The Property	: One (1) unit of commercial parcel (intermediate)
Title Description	: Yet to be issued with strata title
Property Description	: Parcel No. A-3A-19, Level 3A of Tower A of Parent Lots 258, 259, 1169 and 1173 all of Block 11 Muara Tebas Land District and Lot 3582 Muara Tebas Land District
Area of the unit	: 41.00 square metres, more or less (According to the Sale and Purchase Agreement dated 20 May 2022)

The following details of the property are based on Developer's specifications:-

CONSTRUCTION OF THE BUILDING

Structure	: Reinforced Concrete Structure.
Roof	: Metal Roofing.
Wall	: Timber.
<u>Wall Finishes</u>	
General area	: Paint.
Bathrooms	: Tiles / Plaster and paint.
<u>Floor Finishes</u>	
Common area	: Cement screed.
Bathrooms	: Tiles.
Commercial parcel unit	: Cement screed.
<u>Ceiling Finishes</u>	
All area	: Paint.
<u>Doors</u>	
Bathrooms	: Timber Door.
Sanitary Fittings	: Piping with Standard Sanitary Ware and Fittings.
Electrical Installation	: All electrical works to SESCO requirements and standards.
Fire Fighting system	: All to Fire Department requirements.

CONDITIONS OF SALE BY TENDER

1. This sale is made by Koperasi Co-Opbank Pertama Malaysia Berhad (Co-operative No. 1146) (Co-opbank) (“the Assignee”) in exercise of the rights and powers conferred upon the Assignee pursuant to the Sale and Purchase Agreement dated 20th May 2022, Facilities Agreement and Deed of Assignment cum Power of Attorney all dated 24th June 2022 (“the said security documents”) executed by Daniel Anak Gambong (WN.KP.870704-52-6553) (“the Borrower/Assignor”) in favour of the Assignee and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property. The agent appointed by the Assignee to sell the property is WTWY Real Estate Sdn. Bhd. (“the Sale Agent”).
2. Subject to the reserve price, the highest tenderer shall be the purchaser. If any dispute shall arise as to the highest bidder, the Sale Agent will decide the dispute. The decision of the Sale Agent as to the identity of the highest tenderer shall be final and conclusive and shall not be subject to any challenge, review and/or appeal whatsoever.
3. If two (2) or more highest tenders are equal, a ballot will be conducted by the Sale Agent immediately. A ballot is a process whereby the successful tender is randomly selected in the manner deemed fit by the Sale Agent.
4. The Assignee or the Sale Agent reserves the right to alter or add to these conditions of sale at any time prior to the sale.
5. Tenders shall be submitted in the prescribed tender form. At the time of collecting the tender form, the tenderers will be required to pay a non-refundable tender form fee of RM10.00. Any tender not submitted in the prescribed form will be rejected outright. If the Tender Form is not properly or wrongly completed or if the instructions of the tender have not been complied with fully, the tender shall be deemed to be bad and rejected.
6. During the currency of the tender, a tender box shall be kept by the Sale Agent at its office which the Sale Agent shall make available during normal office hours to any member of the public who wishes to deposit their tender. The tender box shall be kept there until such time as it shall be opened in accordance with the conditions herein contained.
7. Tender Forms shall be enclosed in a sealed envelope with the words on top marked **“TENDER FOR PURCHASE OF ONE (1) UNIT OF COMMERCIAL PARCEL (INTERMEDIATE)”** known as **Parcel No. A-3A-19, Level 3A of Tower A of Parent Lots 258, 259, 1169 and 1173 all of Block 11 Muara Tebas Land District and Lot 3582 Muara Tebas Land District**, and deposited in the locked tender box before the closing date personally or by their authorized representative(s). Tenders received by post or hand and not deposited in the tender box will be rejected. Any person who submits any tender on the basis that he or she is an authorized representative must submit the authorization letter and the photocopy of the identity card of the person(s) authorizing and instructing him/her to the Sales Agent when he or she deposits the sealed envelope in the locked tender box.
8. The mere act of submission of the Tender Form in a sealed envelope as aforesaid shall, ipso facto, mean that the tenderer has inspected and is satisfied with the condition of the property and that his offer to purchase is subjected to the reserve price and to these Conditions of Sale.
9. The tender box shall be locked and marked the date and time it is to be opened. The keys to the lock shall be kept by the Assignee’s Advocate and a representative of the Sale Agent of WTWY Real Estate Sdn. Bhd.
10. The tender box shall be opened immediately at the prescribed opening hour of the tender in the presence of the Assignee’s Advocate and a representative of the Sale Agent. A tenderer or his personal representative if he so wishes may be present at the opening of the tender box. Any person who submits any tender on the basis that he or she is an authorized representative must submit the authorization letter and the photocopy of the identity card of the person(s) authorizing and instructing him/her to the Sales Agent before he or she is allowed to be present at the opening of the tender box.
11. A tenderer should be a person/body who is legally capable of making a contract.

12. The tenderer's offer once made cannot be varied or revoked unilaterally by the tenderer and shall remain open at all times for acceptance.
13. Each tender must be accompanied by a sum of money equivalent to ten per cent (10%) of the tender price in the form of a non-negotiable bank draft or bank cashier's order made payable to the "**Koperasi Co-Opbank Pertama Malaysia Berhad**". Any tender not accompanied by such deposit will be rejected outright.
14. Deposit of unsuccessful tenderer will be refunded without interest. The unsuccessful tenderer or his/her representative who are present at the appointed time for opening of tender may collect the refund of tender deposit immediately. Any unsuccessful tenderer not present during the opening of the tender will be notified by telephone call to collect their tender deposits during normal working hours from WTWY Real Estate Sdn Bhd.
15. The highest tender made, which in any case must be higher than or equivalent to the reserve price, shall be accepted and the result announced by the representative of the Sale Agent. All tenderers are in any case entitled to make enquiries with the Assignee's Advocates or the Sale Agent if they are not present or represented at the time of the opening of the tender.
16. The successful tenderer shall be notified in writing by the Sale Agent by registered mail posted to the address stated in the Tender Form and shall be deemed to have been received by the successful tenderer three (3) days after the date of the posting and this shall be conclusive evidence of notification. If the successful tenderer or his authorized representative is present he can be immediately notified on the spot and in which event, the written notification may be dispensed with.
17. The successful tenderer shall be required to execute the Memorandum of Sale and/or such other documents as may be required by the Assignee's Advocates and/or the Sale Agent (hereinafter collectively referred to as "the Transaction Documents") within fourteen (14) days from the date of notification of the award or any extended period as may be granted by the Assignee at its absolute discretion ("the Extended Period"). The Transaction Documents shall be prepared by the Assignee's Advocates and contain such terms and conditions as the Assignee may deem fit to impose.
18. The successful tenderer shall within ninety (90) days from the date of the opening of tenders ("the completion date") make payment of the full purchase price he has offered to buy the property at less the deposit already paid to the Assignee by way of a non-negotiable bank draft or bank cashier's order made out in the name of the Assignee or to remit payment directly to the Assignee's **Account No.** maintained with via Real Time Electronic Transfer of Funds (RENTAS) / Instant Interbank Fund Transfer (IBFT). The Assignee or the Assignee's Advocates will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS/IBFT Remittance payment details. Upon payment via RENTAS/IBFT, the Successful Tenderer shall immediately forward the RENTAS/IBFT Credit Payment Advice with the details above to the Assignee or the Assignee's Advocates.
19. The Assignee upon written request from the successful tenderer, to be received at least twenty-one (21) days from the completion date ("the said period"), may extend the completion date. In the event that the written request is made only after the said period but before the completion date, the Assignee may at its sole discretion, extend the completion date. For the avoidance of doubt, irrespective of whether the request for extension of time was made before or after the said period, the Assignee shall have absolute and unfettered discretion (i) agree to grant the successful tenderer's request to extend the completion date unconditionally; (ii) refuse the request in which case 10% of the successful tender and the prevailing tax shall be forfeited; (iii) agree to extend the completion date and impose such further conditions as it deems fit including but not limited to the imposition of interest at a rate to be determined by the Assignee on the balance of the purchase price calculated on a daily basis until full payment.

20. If the successful tenderer fails to sign the Transaction Documents within the fourteen (14) days' period as aforesaid or the Extended Period (whichever is applicable) or fails to make full payment of the purchase price within the said ninety (90) days' period or such other period as agreed by the Assignee, the Assignee shall have the absolute discretion to terminate the contract arising out of the acceptance of the tender without notice to the successful tenderer, the contract arising therefrom shall be deemed to have been terminated and the tender deposit, after defrayment of the expenses of the sale by tender, shall be forfeited. In the event the property is put up for sale again (whether by tender or otherwise), any deficiency in price which may result from such a resale shall be recoverable by the Assignee from the successful tenderer.
21. All legal fees, stamp duties, registration fees and other costs whatsoever relating to the preparation and execution of the Transaction Documents, assignment thereof and eventual transfer of strata title of the property to the successful tenderer shall be borne entirely by the successful tenderer.
22. Unless otherwise agreed by the Assignee (subject to such terms and conditions as the Assignee may in its absolute discretion impose), the successful tenderer shall bear and pay all other charges and/or outgoings not specified herein whether in arrears current or contingent such as assessment rates, quit rents, taxes, maintenance charges, management fees, outstanding utility charges, insurance premiums, interest and other charges which might be due and payable to any relevant authorities or the Developer.
23. The Assignee be and is hereby at liberty to tender for the property without any tender deposit. In the event of the Assignee becoming the successful purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said security documents on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter. A certificate signed by any person who is or who claims to be an officer or manager of the Assignee as to the amount due and owing by the Assignor to the Assignee as at the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with the application, disbursement and recovery of the amount owing under the loan facility granted by the Assignee to the Assignor and/or the Assignor/Borrower shall be final and conclusive and shall not be subject to any challenge, review and/or appeal whatsoever.
24. Any property gains tax shall be borne by the successful tenderer who has been awarded the sale.
25. The successful tenderer shall within ninety (90) days from the date of the opening of tenders or such other period as may be agreed to by the Assignee at his or her own cost and expense:-
 - (i) Apply for and obtain all necessary consent and/or approval from any relevant person entity or authority (if applicable); and
 - (ii) Fulfill and satisfy any conditions and/or requirements which may be imposed by such relevant person, entity or authority (if applicable)for the successful tenderer to acquire the property and/or for the property to be transferred to the successful tenderer. For any avoidance of doubt, the Assignee shall be under no obligation whatsoever to procure the issuance of the separate document of title and/or strata title for the property or to transfer or cause the same to be transferred to the successful tenderer after the issuance of title.
26. In the event that sale being set aside for any reason whatsoever by the Assignee or any other person, entity or authority (except where the successful tenderer has not complied with the terms under conditions of sale by tender herein), this sale shall become null and void and be of no further effect and the Assignee shall refund all monies paid by the successful tenderer to the Assignee after deducting any tax and or costs incurred by the Assignee for the tender and the successful tenderer shall not be entitled to make, institute and/or maintain any claim and/or demand whatsoever against the Assignee, the Assignee's Advocates, the Sales Agent, or any third party.

27. If the sale of the property cannot be completed due to the successful tenderer not having complied with the terms under the conditions of sale by tender herein, all monies paid by the successful tenderer to the Assignee shall be forfeited.
28. As from the date of the sale, the property shall be at the sole risk of the successful tenderer in every respect.
29. The property described above is believed and shall be taken to be correctly described and sold subject to all easements, liabilities and rights (if any) subsisting thereon or thereover without obligations arising to defining the same respectively and no error, misstatement or mis-description shall annul the sale or render the same void nor shall any compensation be allowed in respect thereof.
30. The property is sold on an "as is where is" basis. The sale is not conditional upon the Assignee, the Assignee's Advocates or the Sale Agent delivering vacant possession of the property and accordingly no such assurance is given herein. The successful tenderer, after paying the full purchase price, shall at his own cost take possession of the property.
31. All necessary investigations required by intending tenderer(s) for their purpose shall be made by the intending tenderer(s) themselves who shall bear all costs and expenses relating thereto.
32. In the event that the sale is terminated for any reason whatsoever, the successful tenderer if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the successful tenderer immediately upon such determination.
33. The Assignee will not be liable for any caveats filed (by 3rd party/ies) and it is the duty of the successful tenderer to remove the caveat at their own cost (if any).
34. In the event of any dispute whatsoever in respect of the sale, the successful tenderer hereby expressly agrees to resolve the same with the Assignee.
35. The Assignee or the Sale Agent may withdraw, postpone or cancel the sale by tender at any time before its opening.
36. Unless otherwise expressly provided herein, the Assignee, the Assignee's Advocates and the Sale Agent shall under no circumstances whatsoever be liable to any tenderer in relation to any matter or thing arising out of, in connection with, or in respect of the sale of the property howsoever caused or arising.
37. For the purpose of these conditions time shall be of the essence of the contract.
38. Any notice required to be given by the Assignee, the Assignee's Advocates or the Sale Agent to a tenderer hereunder may be sent to him by registered mail posted to the address stated in the Tender Form and shall be deemed to have been received by him three (3) days after the date of the posting.
39. Government Taxes and/or statutory/regulatory imposed charges, fees etc
 - a. For the purpose of this Clause :

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

- b. The purchase price and all other monies to be paid by the successful tenderer to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the successful tenderer to the Assignee, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- c. In the event the successful tenderer is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the successful tenderer in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
- d. The successful tenderer shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the successful tenderer directly to any Appropriate Authority, which the successful tenderer shall remit directly to the Appropriate Authority.
- e. If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the successful tenderer and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the successful tenderer to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
- g. The successful tenderer hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the successful tenderer agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
- h. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

TENDER FORM

To: The Manager
Koperasi Co-Opbank Pertama Malaysia Berhad (1146)
Recovery Department (RCD)
Tingkat 11, Wisma Co-opbank Pertama
No. 115, Jalan Raja Muda Abdul Aziz
Kampung Bharu
50300 Kuala Lumpur

Dear Sir,

Re: Tender for Purchase of one (1) unit of commercial parcel (intermediate) known as Parcel No. A-3A-19, Level 3A of Tower A of Parent Lots 258, 259, 1169 and 1173 all of Block 11 Muara Tebas Land District and Lot 3582 Muara Tebas Land District

I/We _____
of _____
hereby submit this irrevocable tender to purchase the property for sale described as **one (1) unit of commercial parcel (intermediate) known as Parcel No. A-3A-19, Level 3A of Tower A of Parent Lots 258, 259, 1169 and 1173 all of Block 11 Muara Tebas Land District and Lot 3582 Muara Tebas Land District** for the sum of Ringgit Malaysia : _____

(RM _____) (the tender price).

In the event that this offer is accepted in accordance with the said terms and conditions of sale the contents of which have been duly read and understood by me / us, I / we agree to be bound by the said terms and conditions and hereby undertake to pay the purchase price and carry out and complete the purchase in accordance with the terms and conditions of the Sale.

I / We enclose herewith a bank draft/ bank cashier's order no. _____ for the sum of Ringgit Malaysia : _____

(RM _____), being payment for 10% of the tender price.

I / We hereby declare that I / we have the legal capacity to deal with land in Sarawak in accordance with the provisions of the Sarawak Land Code (Cap.81).

Dated this _____ day _____, 2026.

Yours faithfully,

Tenderer's signature (for individual) /

Authorised signature & stamp (for company) : _____

Name : _____

I.C. No. : _____

Designation : _____

Address : _____

Tel. No. : _____

Fax. No. : _____

Email Address : _____