

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made on

the day of

2026

BETWEEN

SUPREME OPTION SDN BHD [Registration No. 200601018511 (738264-A)], a company incorporated under the laws of Malaysia with its registered address at 6th Floor, Wisma Tai & Tai, 254C, Jalan Dunlop, P.O. Box 640, 91000 Tawau, Sabah and its business address at TB16001 & 16002, Lot 1A & 2A, 1st & 2nd Floor, Pusat Komersil Unijaya, KM 5, Jalan Sungai Tajong, 91000 Tawau, Sabah (hereinafter referred to as **"the Vendor"** which expression shall where the context so admits include their successors-in-title, nominees and assigns) of the one part;

AND

SKYE VISTA DEVELOPMENT SDN BHD [Registration No. 201801030552 (1292578-P)], a company incorporated under the laws of Malaysia with both its registered and business address at Lot 4, Block B, 2nd Floor, Lintas Jaya Uptownship, Jalan Lintas, Kepayan Highway, 88200 Kota Kinabalu, Sabah (hereinafter referred to as **"the Purchaser"** which expression shall where the context so admits include their successors-in-title, nominees and assigns) of the other part.

RECITALS

- (A) By a Principal Sale and Purchase Agreement dated **4th July 2007** (hereinafter referred to as **"the Principal Agreement"**) entered into between **YHC REALTY SDN BHD [Registration No. 198401007361 (119877-H)]** a company incorporated in Malaysia with its address at Lot 1, 2nd Floor, Block D, Lorong Inanam Point 2, Phase 1 (Inanam Commercial Centre), Mile 6, 88450 Jalan Tuaran, Kota Kinabalu, Sabah (hereinafter referred to as **"the Developer"**) of the first part, **MADIRINAH @ MAGDALINA (NRIC NO. 530109-12-5164/H0144752)**, **KENNEDY SYLVESTER MOTIUNG (NRIC NO. 800916-12-5387)**, **CHERYL RACHEL PELIK MOTIUNG (NRIC NO. 800907-12-5414)**, **ANDY MCDONALD P. MOTIUNG (NRIC NO. 810820-12-6093)**, **DOROTHIA TOKIU (NRIC NO. 270117-12-5000/ H0027163)**, **JOKOLIN BIN JOMINIT (NRIC NO. H0188769)** AND **FLIVIA MOTIUNG @ LINA (NRIC NO. 580902-12-5210/ H0027166)** all c/o Lot 1, 2nd Floor, Block D, Lorong Inanam Point 2, Phase 1 (Inanam Commercial Centre), Mile 6, 88450 Jalan Tuaran, Kota Kinabalu, Sabah (hereinafter referred to as **"the Landowners"**) of the second part and the Vendor agreed to purchase **one (1) unit of three-storey commercial shop lot known as Lot 4, Block B, Lintas Jaya Uptownship, Jalan Lintas, Kepayan Highway, 88200 Kota Kinabalu, Sabah with an approximate area of 3,755.85 square feet more or less** situated on the parcels of land held under NT 3041439, NT 3081175, NT3041448 and NT3090576 in the District of Penampang, Sabah and which is more particularly described in the Principal Agreement (hereinafter referred to as **"the said Property"**) on the terms and for the consideration stated in the Principal Agreement.
- (B) By a Facility Agreement, Deed of Assignment and Power of Attorney all dated 24th January 2019 (hereinafter referred to as **"the Bank Assignment"**) entered into between the Vendor of one part and **HONG LEONG ISLAMIC BANK BERHAD [Registration No. 200501009144 (686191-W)]** (hereinafter referred to as **"the Bank"**) of the other part, the Bank has granted to the Vendor banking facilities on the terms and conditions stated therein and the Vendor assigned all their rights, title, interest and benefit in the said Property to the Bank as security for the facilities granted in favour of the Vendor.

- (C) By a Deed of Receipt and Reassignment dated [] (hereinafter referred to as "**the Reassignment**") entered into between the Bank of the one part and the Vendor of the other part, upon full settlement of the banking facilities under the Bank Assignment, the Bank reassigned all its rights, title, interest and benefit in and to the said Property and under the Principal Agreement to the Vendor.
- (D) The Vendor represents and warrants that the said Property is presently free from all encumbrances.
- (E) The individual title of the said Property has yet to be issued by the relevant authority.
- (F) The Vendor has agreed to sell and the Purchaser has agreed to purchase the said Property free from all encumbrances, liens, caveats and restraints with vacant possession but subject to all conditions whether express or implied in the document of title to the said Property when issued for the consideration and upon the terms and conditions hereinafter contained.
- (G) The Purchaser is represented by Messrs. Lai & U of 23-2, Second Floor, Lorong Lintas Plaza 2, Lintas Plaza, 88300 Kota Kinabalu, Sabah (hereinafter referred to as "**the Purchaser's Solicitors**") and the Vendor has been advised to obtain independent legal advice or have in their discretion, knowingly and willingly decided not to do so.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. Agreement to sell and purchase

The Vendor hereby agree to sell and the Purchaser hereby agree to purchase the said Property free from all encumbrances, liens, caveats and restraints and with vacant possession but subject to all conditions whether express or implied in the document of title to the said Property, when issued, for the consideration and upon the terms and conditions hereinafter contained.

2. Purchase Price

2.1 The purchase price of the said Property is in the sum of **Ringgit Malaysia Two Million Three Hundred Thousand (RM2,300,000.00)** only (hereinafter referred to as "**the Purchase Price**") and shall be paid by the Purchaser in the following manner:-

(a) a sum of **Ringgit Malaysia Sixty-Nine Thousand only (RM69,000.00)** only as deposit (hereinafter referred to as "**the Deposit**") shall be paid by the Purchaser to the Purchaser's Solicitors as stakeholder upon the execution of this Agreement. The Purchaser's Solicitors are hereby authorise to remit the Deposit to the Director-General of Inland Revenue Department pursuant to Section 21B of the Real Property Gains Tax Act 1976; and

(b) the balance Purchase Price of **Ringgit Malaysia Two Million Two Hundred and Thirty-One Thousand (RM2,231,000.00)** only (hereinafter referred to as "**the Balance**") shall be paid to the Purchaser's Solicitors to hold as stakeholders within **three (3) months** from the date of receiving the Developer's consent in writing to the deed of assignment mentioned in Clause 5 hereof (hereinafter referred to as the "**Completion Period**").

2.2 If for whatsoever reason the Purchaser is unable to pay the Balance within the Completion Period, the Purchaser shall be entitled to an extension of one (1) month from the date of expiry of the Completion Period (hereinafter referred to as "**the Extended Period**") to pay the Balance subject to payment of interest to be chargeable thereon at the rate of five per centum (5%) per annum calculated on a daily rest basis as from the expiry of the Completion Period to the date of full settlement thereof.

- 2.3 The Parties hereto hereby expressly agree and authorise the Purchaser's Solicitors to utilise the Purchase Price when paid by the Purchaser or released by the Purchaser's financier, as the case may be, in the following manner and priority: -
- (a) firstly, to retain and utilise such sums as may be necessary to settle all outstanding outgoings in respect of the said Property including but not limited to quit rent, assessment, management fees, electricity and water charges; and
 - (b) thereafter, to release the balance thereof (if any) to the Vendor provided always that the vacant possession of the said Property shall have been delivered by the Vendor to the Purchaser in accordance with the provisions of this Agreement.
- 2.4 Any payments herein when made to the Purchaser's Solicitors shall be deemed payment to the Vendor.
- 2.5 The completion date of this Agreement is the date of receipt of the Balance by the Purchaser's Solicitors from the Purchaser or the Purchaser's financier, as the case may be (hereinafter shall be referred to as "**the Completion Date**").
- 2.6 In the event that the due date on which any payment is due or any act is required to be done under this Agreement falls on a public holiday or a Saturday or a Sunday in the State of Sabah, the payment shall be due or the act shall be required to be done on the next working day.
- 3. Deed of Assignment**
- Simultaneously with the execution of this Agreement and in further consideration of the Purchaser agreeing to indemnify the Vendor against any breach by the Purchaser of any of the covenants, undertakings, terms and conditions contained in the Principal Agreement, the Vendor shall execute a Deed of Assignment (hereinafter referred to as "**the Deed of Assignment**") wherein the Vendor shall subject to payment of the Balance assign absolutely unto the Purchaser all of their rights, title and interests in and to the said Property under the Principal Agreement and the full benefits granted thereby and deliver the same to the Purchaser's Solicitors. The Vendor hereby irrevocably authorise the Purchaser's Solicitors to submit the Deed of Assignment for the purpose of adjudication of the stamp duty chargeable thereon.
- 4. Delivery of Documents**
- 4.1 Prior to the execution of this Agreement, the Vendor has delivered and deposited with the Purchaser's Solicitors the following documents (hereinafter referred to as "**the Original Documents**"):-
- (a) the ORIGINAL Principal Agreement;
 - (b) the ORIGINAL Facility Agreement dated 24th January 2019;
 - (c) the ORIGINAL Deed of Assignment dated 24th January 2019;
 - (d) the ORIGINAL Power of Attorney dated 24th January 2019; and
 - (e) the ORIGINAL Deed of Receipt and Reassignment dated [].
- 4.2 The Vendor hereby authorises the Purchaser's Solicitors to release the Original Documents to the Purchaser upon full payment of the Purchase Price by the Purchaser or the Purchaser's financier, as the case may be, in accordance with the terms and conditions of this Agreement.
- 5. Consent of Developer**
- For the consideration aforesaid, the Vendor hereby expressly agree, covenant and undertake to obtain the consent of the Developer (hereinafter referred to as "**the said Consent**") to the Deed of Assignment at their own costs and expenses in respect of the said Property and do all acts and execute all instruments as may be necessary so as to secure the Developer's consent thereto.

6. Effect of Non-Consent to the Deed of Assignment

In the event that the Vendor is unable to obtain the consent to the Deed of Assignment from the Developer within three (3) months from the date of this Agreement for any reason not due to the Vendor's fault, then the Purchaser shall be at liberty to terminate this Agreement by a notice in writing to the Vendor and thereupon the Vendor shall forthwith refund all monies paid to them hereunder free from interest to the Purchaser in exchange for the return of all relevant documents to the Vendor.

7. Financing Loan

In the event that the Purchaser shall obtain a loan from a financial institution (hereinafter referred to as "the Financier") to complete the purchase herein the Purchaser's Solicitors are hereby expressly and irrevocably authorised to release the Deed of Assignment and all other relevant documents to the Financier or its Solicitors upon the Financier's undertaking to release to the Purchaser's Solicitors and the Vendor hereby agree that they shall provide such letter of undertaking as may reasonably be required by the Financier to facilitate the release of the said loan PROVIDED ALWAYS that the Purchaser shall have paid the differential sum (if any) between the loan and the Balance to the Purchaser's Solicitors.

8. Sale on As-Is-Where-Is Basis

The Purchaser shall be deemed to have inspected the said Property and is satisfied with the condition, state, nature and character of the same and no objection or requisition in respect thereof shall hereafter be raised.

9. Vendor's Default

In the event that the Vendor shall fail, neglect and/or refuse to sell and/or to assign the said Property to the Purchaser in accordance with the provisions herein contained, the Purchaser shall be entitled at the cost and expense of the Vendor to: -

- (a) enforce this Agreement by way of legal action for specific performance against the Vendor or as the Purchaser may elect; or
- (b) to terminate this Agreement by a notice in writing to that effect to the Vendor whereupon: -
 - (i) the Vendor shall within seven (7) days of their receipt of such notice refund to the Purchaser all monies without interest as shall have been paid by the Purchaser to the Vendor pursuant to this Agreement; and
 - (ii) in addition, pay to the Purchaser a sum equivalent to the Deposits as liquidated damages.

thereafter, neither party hereto shall have any claim against the other under this Agreement.

10. Vendor's Undertakings and Warranties

The Vendor hereby warrant that -

- (a) they are not wound up and there are no winding up proceedings against them;
- (b) they are the legal and beneficial owner of the said Property;
- (c) the said Property is not subject to any encumbrances;
- (d) they have good title to the said Property and are competent to sell and transfer the same in accordance with the terms herein contained;
- (e) to the best of the Vendor's knowledge and information, the said Property is not subject to any intended or actual compulsory acquisition by Government or other competent authorities; and

- (f) they have not entered into any other contract, transaction, arrangement or understanding for the sale, lease, assignment or other disposition in whole or in part of the said Property and shall not after the execution of this Agreement enter into any of the transactions aforesaid, and the said Property is free from all liens, encumbrances, caveats and other restraints other than as disclosed herein.

11. Delivery of Vacant Possession

- 11.1 Upon the Completion Date, the vacant possession of the said Property shall be delivered by the Vendor to the Purchaser free from all encumbrances without any occupiers within seven (7) days.
- 11.2 In the event that vacant possession is not delivered in accordance with Clause 11.1 above, the Vendor shall pay to the Purchaser late delivery of vacant possession charges at the rate of eight percent (8%) per annum on the Purchase Price to be calculated on a day to day basis commencing from the date immediately following expiry of the said seven (7) days period until the actual delivery of vacant possession to the Purchaser PROVIDED ALWAYS that nothing herein contained shall prejudice the other rights and remedies as may be available to the Purchaser at law or in equity.
- 11.3 The Vendor hereby undertake to deliver vacant possession of the said Property to the Purchaser substantially in the state and condition (fair wear and tear excepted) as at the date of this Agreement.
- 11.4 The Purchaser shall be entitled to jointly inspect the state and condition of the said Property with the Vendor or their authorised representative before accepting the delivery of the vacant possession thereof.

12. Risk of Damage

- 12.1 The Parties hereby agree and acknowledge that all risks to the said Property shall pass to the Purchaser upon the vacant possession of the said Property is delivered to the Purchaser.
- 12.2 As on and from the date of this Agreement until the date vacant possession of the said Property is duly delivered to the Purchaser, the said Property shall be at the sole risk of the Vendor with regard to loss or damage by force majeure, fire, storm, tempest, lightning, flood, earthquake, landslide, aircraft or anything dropped therefrom, aerial objects, riot, civil commotion, malicious damage or other cause whatsoever or due to the state of major disrepair or non-occupation and thereupon the Vendor shall within seven (7) days of their receipt of such notice refund to the Purchaser without interest all sums of money as shall have been paid by the Purchaser to the Vendor pursuant to this Agreement in exchange for the return of all relevant documents to the Vendor with the Vendor's interest remains intact and thereafter neither party hereto shall have any claim against the other under this Agreement.

13. Post Completion Obligation

- 13.1 Upon the Completion Date, the Vendor shall be entitled to forthwith terminate the utility supplies to the said Property and obtain a refund of the deposits paid by the Vendor to the relevant authorities. Thereafter, the Purchaser shall be at liberty to set up new accounts for the supply of the relevant utilities to the said Property.
- 13.2 The Vendor and the Purchaser undertake to submit or arrange to be submitted the necessary forms to the relevant local authority to notify the local authority of the change of ownership in accordance with the Local Government Ordinance 1961.

14. Outstanding Quit Rent etc

The Vendor shall settle all outstanding quit rents, assessment and other outgoings payable in respect of the said Property until the Completion Date and thereafter the Purchaser shall be responsible for payment of the same and any apportionment of such dues between the Parties shall be made accordingly. The Vendor shall indemnify the Purchaser against any penalty which may be imposed by the relevant authority in respect of any late or non-payment of such aforesaid outgoings payable by the Vendor as aforesaid.

15. Government Acquisition

If at any time before the Completion Date the said Property becomes the subject of acquisition by Government authorities, the Purchaser reserves the rights to: -

- (a) rescind this Agreement by giving written notice to the Vendor, in which event the Vendor shall forthwith refund to the Purchaser all sums paid by the Purchaser under this Agreement free of interest; or
- (b) subject to full payment of the Balance to the Vendor the compensation monies shall be absolutely assigned to the Purchaser.

16. Restrictive Covenants

The Purchaser shall observe and comply with the several restrictive covenants contained in the Principal Agreement with regard to the use of common property in the building of which the said Property forms a part as if the said covenants were expressly incorporated herein as part of this Agreement.

17. Real Property Gains Tax (RPGT)

17.1 It is expressly agreed and declared that the Vendor and the Purchaser hereto shall comply with the provisions of the RPGT Act 1976 and in particular to submit to the Director-General of Inland Revenue, Malaysia within sixty (60) days from the date of execution of this Agreement all return forms and information as are required thereunder.

17.2 The sum of **Ringgit Malaysia Sixty-Nine Thousand only (RM69,000.00)** only being three per centum (3%) of the Purchase Price shall be deducted from the Deposit and to be forwarded by the Purchaser's Solicitors for remittance to the Director-General of Inland Revenue Department pursuant to Section 21B of the Real Property Gains Tax Act 1976.

17.3 The Vendor undertake herein to bear all or any property gains tax payable under the Real Property Gains Tax Act 1976 and further undertake to keep the Purchaser and the Purchaser's Solicitors fully indemnified in the event that the Vendor shall fail to settle such tax (if any) as may be assessed eventually.

18. Force Majeure

18.1 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be liable or be deemed to be in breach of this Agreement for any delay or failure to perform any one or more of its duties, obligations and/or responsibilities whatsoever under and/or in connection with this Agreement if such delay or failure is caused by such acts or occurrences beyond the reasonable control of the Parties hereto which are due to acts of God, terrorism, riots, wars, civil commotion, pandemic, epidemic, government orders or measurements declared and implemented by the Government of Malaysia or the relevant authorities including but not limited to movement control order or conditional movement control order or any other orders under the Prevention and Control of Infectious Diseases Act 1988 (hereinafter referred to as "**Force Majeure**").

18.2 If any party hereto becomes unable, wholly or in part to carry out any one or more of its duties, obligations and/or responsibilities whatsoever under and/or in connection with this Agreement by any Force Majeure: -

- (a) the said affected party must then give to the other party a prompt written notice of the details of the Force Majeure and so far as is known, the probable extent to which the said affected party will be unable to perform or be delayed in performing the said affected duty, obligation and/or responsibility;
- (b) the relevant duty, obligation and/or responsibility, so far as is/are affected by the Force Majeure, will be suspended during but no longer than the continuance of the Force Majeure; and

- (c) the said affected party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible.
- 18.3 The Completion Period or the Extended Period, as the case may be, shall be extended for a period equal to the period of delay caused or brought about by an event of Force Majeure.
19. **Time**
Time wherever mentioned in this Agreement shall be deemed to be of essence of this Agreement.
20. **Costs & Fees**
The Purchaser and the Vendor shall bear and pay their respective solicitor's fees for this Agreement and the Purchaser shall bear the stamp duty and registration fees levied on this Agreement and the Deed of Assignment and the Memorandum of Transfer for the transfer of the said Property to the Purchaser.
21. **Successors Bound**
This Agreement shall be binding upon and ensure for the benefit of the respective successors and assigns of the Parties hereto.
22. **Notice**
Any notice or demand required to be served by either of the Parties hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be served if sent by registered post or by courier service to the recipients abovestated address and shall be deemed to be served at the time when the registered letter would in the ordinary course of post or courier service be delivered. Any change of address by either party shall be communicated to the other.
23. **Constructions of Expressions**
In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -
- (a) words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
- (b) words in the singular number only shall include the plural number and vice versa.
24. **Entire Agreement**
The terms and conditions of this Agreement hereto contain the entire agreement between the Parties hereto and shall supersede any prior undertakings and agreements except as otherwise specified herein and no variation or additions to the terms and conditions hereof shall be valid unless agreed to by the Parties hereto and made in writing.
25. **Additional Acts or Documents**
The Parties hereto agree to do such additional acts or execute such additional documents as may reasonably become necessary due either to any change in the laws or regulations for the time being in force or loss or damage to any documents already executed.
26. **Principal Instrument**
This Agreement, the Deed of Assignment and the Memorandum of Transfer aforesaid are instruments employed in the same transaction and for the purpose of Section 4(3) of the Stamp Act 1949, the Deed of Assignment shall be deemed to be the principal instrument.

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IN WITNESS WHEREOF the Vendor and Purchasers have hereunto set their hands the day and year first above written.

[Vendor]

THE COMMON SEAL of)
SUPREME OPTION SDN BHD)
[Registration No. 200601018511 (738264-A)])
is hereby affixed in the presence of: -)

Director
Name:
NRIC No.

Director / Secretary
Name:
NRIC No.:

[Purchaser]

THE COMMON SEAL of)
SKYE VISTA DEVELOPMENT SDN BHD)
[Registration No. 201801030552 (1292578-P)])
is hereby affixed in the presence of: -)

Director
Name:
NRIC No.

Director / Secretary
Name:
NRIC No.

This page forms an integral part of the Sale and Purchase Agreement entered into on the _____ day of _____ 2026 between the Vendor: **SUPREME OPTION SDN BHD [Registration No. 200601018511 (738264-A)]** and the Purchaser: **SKYE VISTA DEVELOPMENT SDN BHD [Registration No. 201801030552 (1292578-P)]** in respect of one (1) unit of three-storey commercial shop lot known as Lot 4, Block B, Lintas Jaya Uptownship, Jalan Lintas, Kepayan Highway, 88200 Kota Kinabalu, Sabah with an approximate area of 3,755.85 square feet more or less situated on the parcels of land held under NT 3041439, NT 3081175, NT3041448 and NT3090576 in the District of Penampang, Sabah.