

SALE BY TENDER

Shophouse @ EastComm 2, 17th Mile, Jalan Kuching/Serian, Siburan

Tender Closing Date : Wednesday, 22nd APRIL 2026 at 3 pm



RESERVE PRICE : RM1,080,000.00

Description	: Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District
Property Type	: Three storey intermediate terraced shophouse
Land Area	: 117.1 square metres, more or less
Classification	: Mixed Zone Land
Tenure	: 08/04/2081
Location	: EastComm 2, 17th Mile, Jalan Kuching/Serian, Siburan
Venue	: No. 26 (1 st Floor) Lot 352 Section 54, Wisma Nation Horizon, Jalan Petanak, 93100 Kuching
Assignee	: Malayan Banking Berhad
Appointed Lawyer	: Reddi & Co Advocates, Kuching Tel : 082-484466

Contact for Further Enquiries



Sale Agent :

WTWY Real Estate Sdn. Bhd. (199301019579)(E(1)0507/7)

Tel : 082-231331 Email : kuching@wtwy.com/ hii@wtwy.com

The photograph shown herein is solely for general identification. The Sale Agent makes no representation or warranty as to its accuracy or the actual condition of the property(ies) nor to the particulars or details therein including but not limited to the description of property, reserve price, etc. All prospective tenderers should also note that the property for tender sale herein may at any time be withdrawn from the tender sale without any prior notice for any reason whatsoever. Neither We, Sale Agent nor the Plaintiff shall be held responsible for any liability whatsoever to prospective tenderer(s) by whatever reason(s) including withdrawal of the said tender.

Note: Prior to the tender sales, all intending tenderers are advised to:-

(i) Inspect the subject property on their own; and

(ii) Obtain a copy of the Conditions of Sale and seek independent legal advice on the Conditions of Sale.

A THREE STOREY INTERMEDIATE TERRACED SHOPHOUSE

FOR SALE BY PUBLIC TENDER

Offers are invited for the purchase by Public Tender of a three storey intermediate terraced shophouse at EastComm 2, 17th Mile, Jalan Kuching/Serian, Siburan. Details of the property are as follows: -

The Property : A three storey intermediate terraced shophouse
Title Description : Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District
Location : 17th Mile, Jalan Kuching/Serian, 94200 Siburan, Sarawak
Land Area : 117.1 square metres, more or less
Classification / Category of Land : Mixed Zone Land / Town Land

The above property will be sold subject to the reduced reserve price of **RM1,080,000.00** [subject to any prevailing tax imposed by the Government of Malaysia (hereinafter referred to as “the prevailing tax”) (if applicable)] 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 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 Wednesday the 22nd day of April, 2026 at 3:00 p.m. and opening of the tender is on Wednesday the 22nd day of April, 2026 at 3:05 p.m. at the premises of Messrs WTWY Real Estate Sdn. Bhd. located at No. 26, (1st Floor), Lot 352 Section 54, Wisma Nation Horizon, Jalan Petanak, 93100 Kuching, Sarawak.

Dated this 19th day of March, 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	:	A 3 storey intermediate terraced shophouse
Title Description	:	Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District
Land Area	:	117.1 square metres, more or less
Locality	:	17 th Mile, Kuching/Serian Road, Serian
Classification / Category of Land	:	Mixed Zone Land / Town Land
Term	:	60 years from 09/04/2021 to 08/04/2081
Annual Rent	:	RM64.00
Special Conditions	:	(i) This land is to be used only as a 3-storey terraced building for shophouse purposes in the manner following:- Ground Floor : Commercial First Floor : Commercial Second Floor : Commercial; and (ii) Any alteration to the existing building on this land or any new building to be erected thereon shall be in accordance with plans sections and elevations approved by the Superintendent of Lands and Surveys, Serian Division and shall also be in accordance with detailed drawings and specifications approved by the Padawan Municipal Council and shall be completed within one (1) year from the date of such approval by the Council.

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

CONSTRUCTION OF THE BUILDING

Pile	:	Reinforced concrete pile.
Structure	:	Reinforced concrete framework.
Wall	:	Brickwall plastered both sides.
Roof Finishes	:	Colorbond metal roofing sheet, gutter and flashing.
Doors	:	Roller shutter to front and back of shop (ground floor). Fire rated doors, plywood flush doors and pvc doors. All doors painted and fixed with quality ironmongery.
Windows	:	Natural anodized finish aluminium windows with tinted glass.
Floor Finishes	:	Ceramic floor tiles to five foot way. Ceramic floor tiles to toilet. Cement screed finish to other area.
Wall Finishes	:	Ceramic wall tiles to toilet (1.8m).
Ceiling Finishes	:	Plaster and paint finish to soffit of reinforced concrete slabs.
Toilets	:	Quality sanitary ware.

CONDITIONS OF SALE BY TENDER

1. This sale is made by Malayan Banking Berhad (Company No.3813-K) (The “Assignee”) in exercise of the rights and powers conferred upon the Assignee pursuant to the Facility Agreement and Deed of Assignment cum Power of Attorney all dated 31.07.2018, executed by CS Mini Market Sdn. Bhd. (Company No.1205765-H) (the “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.
2. Subject to the reduced 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.
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 A THREE STOREY INTERMEDIATE TERRACED SHOPHOUSE”** known as **Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District** (hereinafter referred to as “the property”), 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.
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 a representative of the Assignee and a representative of the Sale Agent
10. The tender box shall be opened immediately after the prescribed closing hour of the tender in the presence of a representative from the Assignee, 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.
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 "**Malayan Banking Berhad**". Any tender not accompanied by such deposit will be rejected outright.
14. Tender deposit(s) of unsuccessful tenderer(s) will be returned or refunded **without interest** within the next seven (7) working days following the opening of the tender.
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 Bank or 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 tenderer awarded with the sale upon the opening of the tender shall be notified in writing by the Sale Agent by AR registered post to the address stated in the Tender Form and this shall be conclusive evidence of notification. If the successful tenderer or his authorised representative is present he can be immediately notified on the spot.
17. The successful tenderer shall be required to execute the Memorandum of Sale and other relevant legal documents within fourteen (14) days from the date of notification of the award, which shall be prepared by the Assignee's Advocates for the sale.
18. The successful tenderer who has been so notified must within ninety (90) days from the opening date of the tender sale make payment of the full purchase price he has offered to buy the said property at less the deposit already paid to the Assignee by way of a non-negotiable bank draft or bank cashier's order, time being the essence.
19. In default of the payment of the full purchase price within the ninety (90) days period, or in the event of refusal or otherwise by the successful tenderer to sign the Memorandum of Sale and other relevant legal documents within fourteen (14) days from the date of notification of the award, 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 whereupon the said property shall again be put up for sale by tender and in the event of a deficiency in price (if any) resulting from such resale, the shortfall in price or the balance of the purchase price of the first tender, if there is no resale, as the case may be, shall be recoverable from the tenderer who has made default under the first tender for sale. Thereupon the successful tenderer shall have no claim for compensation or damages against the Assignee or the Sale Agent.
20. All stamp duties, stamping and registration fees and all legal fees relating to the preparation and execution of the Memorandum of Sale, the assignment and other documents, the eventual transfer of the property to the tenderer and the memorandum of charge or other security documents which the tenderer may create over the property in favour of any lender, shall be borne entirely by the successful tenderer.
21. The successful tenderer shall also be responsible for any liabilities attached to the subject property including but not limited to the service charges, management fees, utilities charges and or insurance premium, including surcharges, if any.
22. 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 tenderer, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said **Sale and Purchase Agreement dated 4th January 2018** 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.
23. Any property gains tax shall be borne by the successful tenderer who has been awarded the sale.

24. The successful tenderer, shall within the period stipulated for payment of the balance of the purchase price and obtain consent for the assignment and/or to transfer the property from the Developer and/or any relevant authorities to the successful tenderer. **The successful tenderer is responsible for the administrative/handling and consent fee in the sum of one per centum (1%) of the successful tender price.**
25. In the event of the sale being set aside for any reason whatsoever by the Assignee or consent not being obtained from the developer or any relevant authority, this sale shall become null and void and be of no further effect and the Assignee shall refund the tender deposit(s) without interest to the successful tenderer and the successful tenderer shall not be entitled to any claim and demand whatsoever against the Assignee, the Assignee's Advocate, the Sale Agent, or any third party.
26. As from the time of the sale, the property described above shall be at the sole risk of the successful tenderer as regards loss or damages by fire, acts of God, break-ins, burglary or any other unlawful acts or arising through non-occupation or otherwise.
27. The property described above are believed and shall be taken to be correctly described and sold subject to all easements, liabilities, caveats and rights (if any) subsisting thereon or thereover without obligations arising to defining the same respectively and no error, misstatement or misdescription shall annul the sale or render the same void nor shall any compensation be allowed in respect thereof.
28. The property are sold on an "as is where is" basis without any assurance of vacant possession upon delivery.
29. 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.
30. In the event that the sale is terminated for any reason whatsoever, the successful tenderer if vacant possession of the property are delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the successful tenderer immediately upon such determination.
31. 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.
32. The Assignee or the Sale Agent may withdraw, postpone or cancel the sale by tender at any time before its opening.
33. That the assessment rates and quit rent, water and electricity charges shall be borne by the successful tenderer.
34. All outgoings, expenses, charges or the balance purchase price due and payable under the Principal Sale and Purchase Agreement shall be borne by the successful tenderer.
35. It is the responsibility of the intending bidders to ascertain whether SST is chargeable and if so the SST (if any) chargeable shall be forthwith borne by the successful tenderer as and when the same are due and payable.
36. 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, real property gains 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.
- i. The Successful Tenderer shall do all things necessary and submit all documents as shall be in compliance with any relevant tax legislation including the Real Property Gain Tax Act 1976. The Successful Tenderer shall indemnify the Assignee against any loss or damage suffered by the Assignee arising from the default hereof.

TENDER FORM

To: The Manager
Malayan Banking Berhad
Regional Corporate Remedial Management Sarawak
3rd Floor, Sublots 6, 7 & 8, Lot 1970 Block 10 KCLD
Jalan Laksamana Cheng Ho
93350 Kuching, Sarawak

Dear Sir,

Re: Tender for Purchase of a three storey intermediate terraced shophouse known as Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District

I/We _____
of _____ hereby submit
this irrevocable tender to purchase the property for sale described as **a three storey intermediate terraced shophouse known as Lot 2235 (previously known as Sublot 12) Block 6 Sentah-Segu Land District** for the sum of Ringgit Malaysia : _____

(RM _____) (the tender price), (subject to tax chargeable in accordance with the prevailing tax rate at the time of sale).

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 and the prevailing tax [if any].

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. : _____

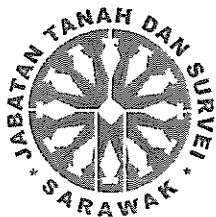
Designation : _____

Address : _____

Tel. No. : _____

Fax. No. : _____

Email Address : _____



TRN : 12-LCLS -013-006-02235

Section 1 - Land Information

Land Description : Lot 2235 Block 6 Sentah-Segu Land District
TRN : 12-LCLS-013-006-02235
Area : 117.1 Sq.Metres, more or less
Locality of Land : 17TH MILE, KUCHING/SERIAN ROAD, SERIAN.
Map Sheet Number : N4-7-4(2.3)
Classification of Land : MIXED ZONE LAND
Category of Land : TOWN LAND
Term : 60 years
Commencement & Expiry Date : From 09/04/2021 To 08/04/2081
Date of Registration : 09/04/2021
Annual Rent : RM 64.00

Special Conditions :

- (i) This land is to be used only as a 3-storey terraced building for shophouse purposes in the manner following:-
Ground Floor : Commercial
First Floor : Commercial
Second Floor : Commercial; and; and
- (ii) Any alteration to the existing building on this land or any new building to be erected thereon shall be in accordance with plans sections and elevations approved by the Superintendent of Lands and Surveys, Serian Division and shall also be in accordance with detailed drawings and specifications approved by the Padawan Municipal Council and shall be completed within one (1) year from the date of such approval by the Council.

Section 2 - Owner Information**Registered Proprietor(s):**

Name : HOUSING DEVELOPMENT CORPORATION
Share : 1/1

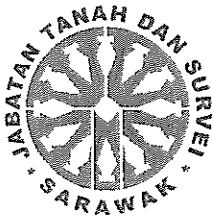
Section 3 - Encumbrances**Transfer, Power of Attorney, Sublease, Charge, Caveat, Etc.:**

L-017107/2015 Registered on 23/07/2015 16:00:00

Power of Attorney (Irrevocable) granted to SUNNY EAST HOLDING SDN. BHD. in consideration of the value received pursuant to the Agreement with 1 other title vide L.17107/2015 of 23.07.2015.

L-000550/2020 Registered on 09/06/2020 11:55:00

Power of Attorney (Irrevocable) granted to SUNNY EAST HOLDING SDN. BHD. for valuable consideration with 1 other title vide L.550/2020 of 09.06.2020.



TRN : 12-LCLS -013-006-02235

L-001399/2023 Registered on 13/06/2023 09:22:35

Caveat lodged by DAYANGKU SA'ADIAH BT AWANG HIPNI (f) (WNKP.691126-13-5062) acting for and on behalf of MALAYAN BANKING BERHAD vide L.1399/2023 of 13.06.2023.

L-001068/2025 Registered on 10/06/2025 08:01:28

Caveat lodged by SERIAN DISTRICT COUNCIL vide L.1068/2025 of 10.06.2025.

Limitation, Easement, Etc & Annotation.:

L-002875/2022 Registered on 09/12/2022 11:25:33

Category and Grade of Land revised w.e.f 16.06.2022 vide Gazette Notification No.2046 dated 16.06.2022 and vide L.2875/2022 of 09.12.2022.

L-002994/2022 Registered on 29/12/2022 09:10:00

Annual Rent Revised w.e.f. 1.1.2023 vide L.2994/2022 of 29.12.2022

Section 4 - Outstanding Fees due to the Government:

Rent (RM)	Premium (RM)	Total (RM)	Due Date
214.90	0.00	214.90	09 April

Remarks :

Carried from part of Lot 545 (Pt.II) Block 6 Sentah Segu L.D vide Svy. Job No.252/2015, Instrument No.L.593/2021, DLS's approval ref: 8/HQ/AVTC/1/2019(12D) dated 13.11.2019 & SLS's ref: 12/SD/12D/21/2018. Mixed Zone Land vide G.N.No.758(vii) of 03.06.1952. Suburban Land vide G.N.No.Swk.L.N.46 of 26.06.1993.

Search Fee (RM) 5.00 Paid vide BR_26023315 Dated 16/03/2026

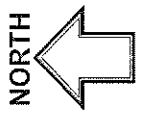
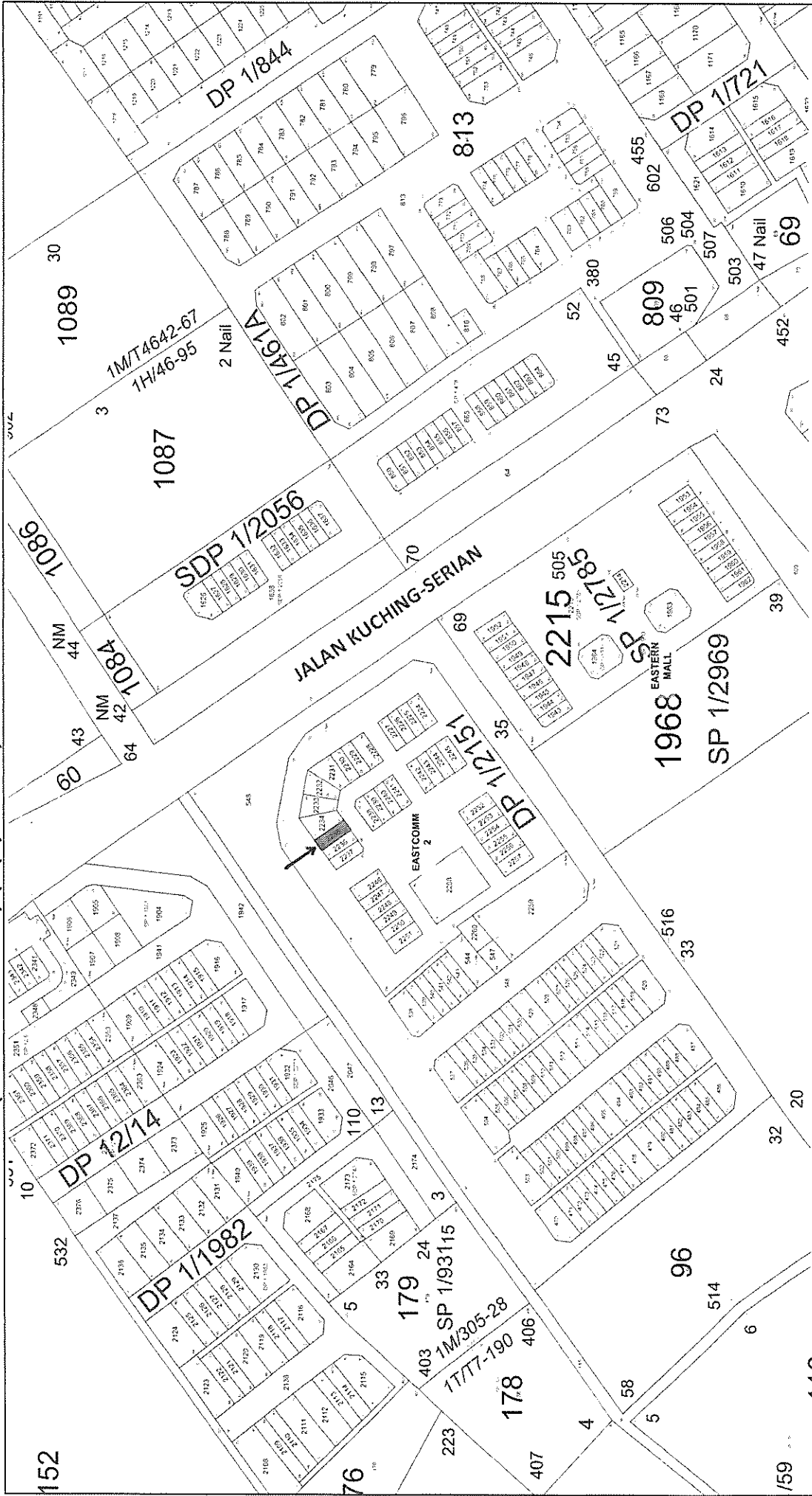
NOTE: THIS IS NOT A TITLE TO LAND.



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C H Williams Talhar Wong & Yeo

WTWY Real Estate Sdn Bhd (199301019579) (E(1)050717)



Plan C
Not to Scale
Site Plan

Jurukur Berkanun
Chartered Surveyors
Perunding Harta Antarabangsa
International Property Consultants