

SALE AND PURCHASE AGREEMENT

LOT NO. 4, BLOCK NO. B, LINTASJAYA COMPLEX
DISTRICT OF PENAMPANG, SABAH, MALAYSIA



The township of tomorrow
where all dreams come true



YHC REALTY SDN. BHD. (Co. no. 119877-H)
Developing tomorrow's lifestyles today

Prepared By :

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THIS AGREEMENT is made on the date stated in **Schedule 1 of the Second Schedule**.

BETWEEN

The Developer whose name, address and description are stated in **Section 1 of the First Schedule** hereto (hereinafter referred to as "the Developer" which expression shall where the context so admits include its assigns and nominees) of the first part.

AND

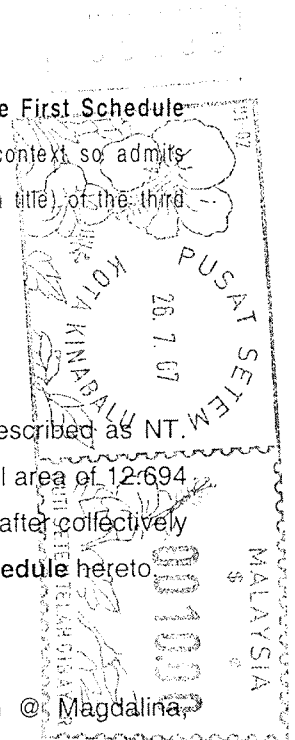
The Purchaser named in **Section 2 of the Second Schedule** hereto (hereinafter referred to as "the Purchaser" which expression shall where the context so admits include his personal representatives and permitted assigns and successors in title) of the second part.

AND

The Landowners whose names, addresses and description are stated in **Section 4 of the First Schedule** hereto (hereinafter referred to as "the Landowners") which expression shall where the context so admits include their respective personal representatives and permitted assigns and successors in title) of the third part.

WHEREAS

- A. The Landowners are the registered owners of all that parcels of land described as NT. 3041439, NT. 3081175, NT. 3041448 and NT. 3090576 measuring a total area of 12.694 Acres (more or less) situated in the District of Penampang, Sabah (hereinafter collectively referred to as "the said Land") as described in **Section 2 of the First Schedule** hereto
- B. By a Power of Attorney dated the 28th day of April 2001, Madirinah @ Magdalina Kennedy Sylvester Motiung, Cheryl Rachael Pelik Motiung, Andy McDonald P. Motiung, Doroithia Tokiu and Jokolin Bin Jominit had granted to one Shamley Bin Abdullah @ Suisam Rintangan (NRIC NO. 611231-12-5509 (New)/H0477447 (Old)) (hereinafter referred to as "the Attorney") AND by another Power of Attorney dated the 11th day of August 2005, Flivia Motiung @ Lina had granted to the Attorney full and irrevocable Powers of Attorney to the Attorney to perform all actions and matters in connection with the proposed development of the said Land, inter-alia, including to sell and to sign sale



and purchase agreements with the purchasers of the Commercial Shoplots to be erected on the said Land.

- C. The Developer, with the consent and agreement of the Landowners, intends to develop a portion of the said Land into a Three (3) storey commercial centre known as "**LINTASJAYA**" (hereinafter referred to as "the Development") comprising One Hundred And Three (103) blocks of Three (3) storey Commercial Shoplots particulars of which are stated in **Section 3 of the First Schedule** hereto and as shown in the layout plan annexed hereto and **marked "A"**.
- D. The Developer has caused the Development Plan to be prepared and submitted to the relevant authority and the same had been approved via MDPPG (D)200-0/11/65 dated 12th April 1997 and validated via MDPPG (D) 200/0/11/KLT.2/52 dated 27th May 2004 subject to any further conditions and requirements of the relevant authorities as may result in any revised Development Plans.
- E. The Landowners had submitted their application for the conversion of the classification and use of the said Land from Native Title to Country Lease and the same had been approved by the Jabatan Tanah Dan Ukur vide their letter ref. L.S. 2102.51.118 11/74 dated 8th March 2006 subject to the conditions stated therein. The Landowners had on the 14th July 2006 paid 50% of the total premium to the Jabatan Tanah Dan Ukur and had also surrendered the original titles to the said Land in compliance with the offer for the conversion/subdivision/amalgamation of the said Land. This Agreement shall be contingent upon the conversion of the classification and use of the said Land to Country Lease.
- F. The said Land are charged to Bumiputra-Commerce Bank Berhad as security for a loan granted to the Developer.
- G. The Developer shall at its own cost and expenses apply to the appropriate authority the issue of the separate subdivided titles to each block in the Development pursuant to the Land Ordinance (Sabah) Cap. 68 and the Land (Subsidiary Title) Enactment, 1972.
- H. The Purchaser is desirous of buying and the Developer is desirous of selling with vacant possession a block of commercial shoplot described in **Section 3 of the Second Schedule** and as coloured red in the plans annexed hereto (hereinafter referred to as "the said



Block") in accordance with the Specifications annexed as the **Fourth Schedule** subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

AGREEMENT TO PURCHASE

1. The Developer hereby agrees to sell and the Purchaser agrees to purchase the said Block free from all encumbrances other than those imposed by the provisions of this Agreement and the conditions which may be expressed and implied in the document of title to the said Land and subdivided title to the said Block when issued and contained in the said Land Ordinance and subject to the terms, conditions and stipulations hereinafter contained.

PURCHASE PRICE

2. The Purchase Price of the said Block shall be the sum specified in **Section 4 of the Second Schedule** hereto.

PAYMENT ON EXECUTION

3. The Purchaser shall prior to or upon the execution of this Agreement pay to the Developer the sum equivalent to ten per centum (10%) of the Purchase Price as a deposit and part payment of the Purchase Price as provided in the Schedule of Payment set out in the **Third Schedule** hereto.

BALANCE OF PURCHASE PRICE

4. (a) The balance of the Purchase Price shall be paid by the Purchaser to the Developer by installments of such amounts and at such times as are set out in the **Third Schedule**. Every notice referred to in the **Third Schedule** requesting for payment shall be supported by the requisite certificate of the Developer's Architect or Engineer confirming the respective stages of construction which shall be accepted by the Purchaser without objection or enquiry as conclusive of the fact that the works therein referred to have been completed.

- (b) All such installments of the Purchase Price set out in the **Third Schedule** hereto shall be paid by the Purchaser to the Developer within fourteen (14) days from the date of the receipt of a notice in writing from the Developer requesting the payment of any such installments then due.
- (c) In addition to **Clause 4(a)** above and without prejudice to the Developer's rights under this Agreement if any of the installments referred to in the **Third Schedule** shall remain unpaid by the Purchaser at the expiration of the said period of fourteen (14) days, interest shall be charged on such unpaid installment or installments or any part thereof and be payable by the Purchaser. Such interest shall be at the rate of ten per centum (10%) per annum calculated on a day to day basis commencing from the expiry of the said fourteen days period and shall be a debt due to the Developer by the Purchaser recoverable under this Agreement.

PURCHASER TO OBTAIN OWN LOAN

5. (a) If the Purchaser shall require a loan to complete the payment of the Purchase Price herein, he shall notify the Developer in writing of his intention of obtaining such a loan upon the execution of this Agreement and shall within fourteen (14) days from date of this Agreement make a loan application directly to a Financial Institution for such a loan.
- (b) The Purchaser shall be responsible to obtain his own loan to pay for the Purchase Price of the said Block and he shall utilise the whole of the loan towards the payment of the Purchase Price at the times and in the manner set out in the **Third Schedule** hereto AND the Developer shall accept such loan from any bank, finance company, building society insurance company or other financial institution; PROVIDED THAT until the release of the said loan by the Purchaser's Financier is made to the Developer, the Purchaser shall pay to the Developer the difference between the Purchase Price and the said loan in the manner as set out in the **Third Schedule**.
- (c) It is hereby agreed and understood by the Purchaser that the Developer shall not be responsible nor shall it be obligatory for the Developer to obtain such loan for the Purchaser and the Developer shall not be liable to the Purchaser for any loss, damage, cost or expense howsoever arising from the Purchaser's

inability to obtain a loan and the Purchaser shall not be entitled to annul the sale herein.

- (d) In the event of the Purchaser failing to accept or obtain a loan the Purchaser shall nevertheless be liable to pay to the Developer the whole of the Purchase Price or such part thereof as shall then remain outstanding by installment payment in accordance with the **Third Schedule**; **PROVIDED THAT** the Purchaser's failure to accept or obtain the loan shall not be a ground for any delay in the payment or for any non-payment of any of the installments/payments of the Purchase Price set out in the **Third Schedule** hereto.
- (e) The Purchaser covenants with the Developer that unless and until the Purchase Price has been paid in full he shall not redeem or reduce his loan with his Financier without the consent of the Developer. The Purchaser further covenants with the Developer that he will not do any act or thing or cause or permit or suffer any act or thing to be done as a result of which the Lender delays or withholds the loan or fails to release any part thereof.
- (f) Nothing in this Clause hereof shall in any way prevent or hinder the Purchaser if he so desires from paying the Purchase Price to the Developer without the benefit of a loan.

DEVELOPER'S COVENANTS

- 6. The Developer covenants with the Purchaser that the said Land together with the said Block sold to the Purchaser are free from:-
 - (a) any agricultural or industrial condition expressed or implied; and
 - (b) any restriction against the construction of such commercial shoplots.

COMPLETION PERIOD

- 7(a) The Developer shall complete the said Block so as to be fit for occupation and, provided that there shall not be subsisting any breach of any of the terms and conditions of this Agreement by the Purchaser and the Purchaser having made



payment of the full Purchase Price and all monies as shall be due and payable under this Agreement, shall deliver vacant possession of the same to the Purchaser free from encumbrances within **twenty-four (24)** calendar months from the date of this Agreement. The said Block shall be deemed to be completed upon issuance of a Certificate of Practical Completion by the Developer's Architect or Engineer.

- 7(b) If the Developer fails or is unable to deliver vacant possession of the said Block to the Purchaser on the date specified in Clause 7(a) hereof for any reason whatsoever, the Developer shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of eight percentum (8%) per annum on the total sum of all installments of the Purchase Price paid to date by the Purchaser for the period commencing immediately after the date specified in Clause 7(a) hereof and ending on the date of the issuance of the Certificate of Practical Completion by the Developer's Architect or Engineer.

CONSTRUCTION OF THE SAID BLOCK

8. (a) The said Block together with all the common property shall be constructed in good and workmanlike manner in accordance with the specifications and plans to be approved by the Appropriate Authority which the Purchaser hereby agrees to accept together with any addition, deviation or amendment thereto.
- (b) The Developer reserves the right from time to time to make any alterations to and/or deviations from the approved Development Plan or building plans or specifications of the said Block without the consent of the Purchaser if so required by the Local Authority or Government Department(s) concerned or certified by the Developer's Architect or Engineer to be expedient or necessary.
- (c) Any amendments to the Development Plan, building plans and/or layout plan and/or specifications as may be required by the Appropriate Authority or as may be certified to be expedient or necessary by the Developer's Architect or Engineer shall not annul this contract of sale nor be subject to any claim for damages or compensation by or against any party to this Agreement.

- (d) The Developer shall have the absolute right to select and decide on the type of paint and the colour scheme to be used for the said Block.

BRIDGING FINANCE

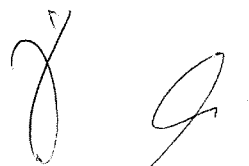
9. The Purchaser agrees and consents to charging the said Land to a bank or financial institution for banking facilities for the purpose of financing the Development.

RESTRICTION AGAINST TRANSFER AND ASSIGNMENT

10. Until such time that Purchaser has fully paid the Purchase Price for the said Block to the Developer and until the subdivided block title of the said Block has been issued by the Appropriate Authority, the Purchaser shall not under any guise or pretext whatsoever sell, transfer, assign or nominate or attempt to sell, transfer, assign or nominate all or any of the rights, duties or obligations under this Agreement and/or dispose of the said Block or any part thereof or any interest therein without the prior written consent of the Developer. If such consent shall have been obtained, the Purchaser shall pay to the Developer an administrative fee of Ringgit Malaysia Five Thousand (RM5,000.00) and the Purchaser shall in addition pay for all other costs and expenses of such transfer or assignment including the Developer's solicitor's charges.

MANNER OF DELIVERY OF POSSESSION

11. (a) Upon the issue by the Developer's Architect or Engineer of a certificate certifying that the construction of the said Block has been duly completed and provided the Purchaser shall have paid all monies payable under this Agreement and all fees and charges for alterations and additional works authorised by him and shall have performed and observed the terms and covenants on his part to be performed and observed under this Agreement the Developer may at its discretion let the Purchaser into possession of the said Block PROVIDED THAT such possession shall not give the Purchaser the right to occupy the said Block until such time as the Certificate of Fitness for Occupation is issued by the appropriate authority. The Purchaser shall indemnify and keep the Developer indemnified against any breach on the Purchaser's part of the aforesaid restriction against occupying the said Block.



- (b) Upon the expiry of fourteen (14) days from the date of a notice from the Developer requesting the Purchaser to take possession of the said Block the Purchaser shall be deemed to have taken possession of the said Block whether or not the Purchaser has actually entered into occupation or possession of the said Block and the Developer thereafter shall not be liable for any loss or damage to the said Block and/or to the fixtures and fittings therein.

ADDITIONAL WORKS

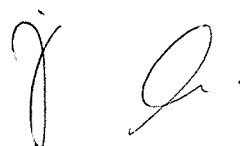
12. The Purchaser shall not without the prior written consent of the Developer carry out or cause to be carried out any alterations or additions or fixtures to the said Block before the Purchaser has been given possession of the said Block by the Developer, or if he has been given possession, within the six-month warranty period, or before the issuance of the Certificate of Fitness for Occupation whichever is the later. The Purchaser shall indemnify and keep indemnified the Developer against any breach on the Purchaser's part of the aforesaid restriction.

TRANSFER OF TITLE

13. The Developer shall use his best endeavour to apply for a subdivision of the said Land under the Land (Subsidiary Title) Enactment, 1972 so as to obtain a separate issue document of title to the said Block and upon the issue of the said subdivided title provided that the Purchaser has paid all monies due under this Agreement and has performed and observed the terms and conditions of this Agreement, the Developer shall procure the Landowners to execute a valid and registrable transfer of the said Block to the Purchaser, his heir or nominee or lawful assignee as the case may be.

SERVICE CHARGES

14. (a) From the date the Purchaser is entitled to possession of the said Block the Purchaser shall punctually pay to the Developer or its appointed company a Service Charge as described in **Section 5 of the Second Schedule**, which shall be paid **quarterly** in advance in respect of the maintenance and management of the common property and infrastructure of the Development and for other services provided as shall be determined by the Developer from time to time, the first of such payment to be paid within seven (7) days of the



delivery of vacant possession of the said Block to the Purchaser and subsequent payments on or before the seventh day of every subsequent quarter of the year whether formally demanded or not. The Developer shall be entitled to vary the service charges from time to time by notice in writing in the event the Developer's cost for providing the relevant services shall be varied and the Purchaser shall pay the amended service charge from the date specified in the notice. A Certificate of the Developer's Accountant or officer as to the total cost of such services to the Developer and as to the basis of apportionment thereof between the respective purchasers of blocks in the Development shall be conclusive final and binding on the parties hereto.

- (b) The Purchaser shall also pay to the Developer a further sum as described in **Section 6 of the Second Schedule** being three months' Service Charge as a deposit and as security for the prompt payment of service charges to the said Block, at the date of delivery of vacant possession of the said Block, which shall be proportionately increased in the event that the service charge is increased or raised.
- (c) The aforesaid sums are held free of interest and shall at all times be maintained at the required amount and shall not be deemed or treated as payment of the Service Charge or other outgoings due under this Agreement.
- (d) In the event that the Purchaser shall have committed any breach of his obligation herein stipulated or shall have failed to pay the Service Charges or the deposit of the Service Charges as aforesaid after vacant possession is given and such breach or default has continued for a period of three (3) months, then the Developer after giving fourteen (14) days notice to the Purchaser shall have the liberty to disconnect the supply of electricity, water and other utilities to the said Block until the breach of default is remedied.

COMPLIANCE WITH LAW

- 15. The Purchaser shall observe and comply with any condition and covenant binding upon the Development or upon the Developer or however in respect of the Development and shall not do or omit or suffer to be done or omit any act matter or thing in respect of the said Block which shall contravene any provisions of any Act Ordinance Enactment

Order Rule Regulation or By-Law or hereafter affect the same and shall at all times hereafter indemnify and keep indemnified the Developer against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing done or omitted to be done in contravention of any of the said provisions.

EVENTS OF DEFAULT

16. (a) If the Purchaser shall:-

- (i) fail to pay any installment of the total Purchase Price of the said Block or any part thereof or any interest payable thereon in accordance with the provision of Clause 4 hereof; or
- (ii) fail to pay any sum or sums payable under this Agreement within the time stipulated for payment; or
- (iii) commit any breach of the terms and conditions contained in this Agreement or fails to perform or observe the same; or
- (iv) before payment in full of the Purchase Price of the said Block commit an act of bankruptcy or enter into any composition or arrangement with his creditors or being a company enter into liquidation whether compulsory or voluntarily;

then and in any such event the Developer shall be entitled at its option on giving the Purchaser not less than fourteen (14) days, notice in writing to treat this Agreement as terminated and unless in the meanwhile the Purchaser has made good the default or any breach to the Developer's satisfaction this Agreement shall terminate at the expiry of the said notice.

(b) Upon the termination of this Agreement as aforesaid:-

- (i) the Purchaser and all those claiming title under him shall, if possession has been granted by the Developer, forthwith deliver up vacant possession of the said Block to the Developer and if the said Block shall have been transferred to the Purchaser, the Purchaser shall at his own



cost and expense retransfer the said Block to the Developer or its nominees;

(ii) the Developer shall be entitled to deal with or otherwise dispose of the said Block (whether or not by resale by public auction or private contract) subject to such terms and in such manner as the Developer may in its absolute discretion think fit;

(iii) all sums paid by the Purchaser to the Developer pursuant to the **Third Schedule** hereto shall be dealt with and disposed of as follows:-

(a) Firstly, a sum shall be retained by the Developer equivalent to all interest due and payable under this Agreement and calculated up to the date of expiry of the said notice together with any other sums due to the Developer other than installments of the Purchase Price;

(b) Secondly, a sum equivalent to twenty per centum (20%) of the Purchase Price of the said Block shall be paid to the Developer as agreed liquidated damages for the Purchaser's breach of contract;

(c) Thirdly, all costs and expenses of and incidental to any resale or attempted resale shall be paid thereout;

(d) Fourthly, all legal and other expense (if any) incurred in evicting the Purchaser and all those claiming title under him from the said Block shall be paid thereout; and

(e) Lastly, the residue thereof shall be refunded to the Purchaser.

Whereupon neither party hereto shall have any further claim against the other. Any deficiency which may result from the resale of the said Block shall be made good by the Purchaser and shall be a debt due from the Purchaser to the Developer and shall be paid forthwith on demand and until payment shall bear interest at the rate of ten per centum (10%) per annum calculated from day to day. Upon termination of this Agreement



pursuant to this Clause neither the Purchaser, his personal representatives, assigns and all those claiming title under him shall have any claim against the Developer in respect of this Agreement other than and except those conferred upon him by the provisions of this Clause.

BREACH BY PURCHASER AFTER DELIVERY OF VACANT POSSESSION

17. In the event that the Purchaser shall have committed any breach of any of his obligations herein stipulated or shall have failed to pay the service charges or the service charges deposit as aforesaid after vacant possession of the said Block is given and such breach of default has continued for a period of three (3) months, then the Developer after giving fourteen (14) days' notice to the Purchaser shall have the liberty to take legal action against the Purchaser to recover the amount owing including interest at the rate of Ten (10%) per centum per annum.

ROADS, DRAINS, DRIVEWAYS, ETC

18. The Developer shall at his own costs and expense construct the access and estate roads, driveways, drains, culverts, water mains and septic tanks or sewerage mains or sewerage plants serving the said Block in accordance with the requirements and standard of the Local Authority concerned.

DEFECTS OR FAULTS

19. The Developer shall make good any defects shrinkage's or faults in the said Block due to defective materials or poor workmanship which shall become apparent within the period of six (6) months from the date the Purchaser takes or is deemed to have taken vacant possession under Clause 11 provided that the Developer shall have received within the said six (6) months period written notice specifying the defects shrinkage's or fault complained of from the Purchaser. The decision of the Developer's Architect or Engineer as to whether or not the Developer shall be responsible for making good the defects shrinkage or faults complained of shall be final and binding upon the parties hereto.

PAYMENT OF QUIT RENTS, RATES & CESSSES

20. All quit rent assessments rates cesses and other outgoings leviable by the Government or the Local Authority concerned in respect of the said Block shall be paid by the Developer

up to the date of the issuance of the Certificate of Fitness for Occupation and thereafter by the Purchaser. All such outgoing shall be paid by the Purchaser in advance within the first fourteen (14) days of January of each year and in the year the Certificate of Fitness for Occupation is issued, the amount due for that year shall be paid to the Developer within fourteen (14) days from the date of issuance of the said Certificate of Fitness for Occupation and the proportion payable by the Purchaser in respect to the said Block shall be determined by the Developer.

CONNECTION OF ELECTRICITY, WATER AND SEWERAGE MAINS

21. (a) The Developer shall at its own cost and expense cause to be connected the electricity, water and sewerage mains of the Local Authority with the internal electricity, water and sewerage mains of the said Block but the costs of water and electric meters and the deposits therefore and the turning-on-fee shall be borne by the Purchaser who shall pay the same within fourteen (14) days of the receipt of the Developer's Notice requesting for such payment.
- (b) The Purchaser shall pay for the water and electricity meters, installation thereof and turn-on charges and other incidental charges which may be levied by the Local Authorities, or incurred by the Developer.
- (c) The Purchaser shall pay for any fire extinguishers required to be installed by the relevant authorities in the said Block and for installation charges thereof.

PAYMENT OF COSTS AND EXPENSES

22. All legal fees, stamp duty and other incidental expenses for the preparation and execution of this Agreement and the subsequent transfer of the said Block to the Purchaser under this Agreement shall be borne and paid by the Purchaser.

CERTIFICATE OF FITNESS FOR OCCUPATION

23. (a) The Developer shall do all acts and things necessary to procure the issue of the relevant Certificate of Fitness for Occupation from the appropriate authority in respect of the said Block and shall at its own cost and expense

comply with all the requirements of the appropriate authority in the procurement of such Certificate for the Purchaser.

- (b) The Developer and its workmen and agents shall be entitled (if necessary) at any time after the Purchaser has been let into possession of the said Block and prior to the issue of the said Certificate of Fitness for Occupation to make such alteration and/or additions to the said Block as may be required by the appropriate authority and the Purchaser shall allow them access into the said Block at all reasonable times for such purpose.
- (c) All other notices (if any) of the local authority served on or after the date when possession of the said Block is delivered to the Purchaser under Clause 11 above shall be complied with by and at the expense of the Purchaser.

INSURANCE POLICY

- 24. (a) Upon completion of the said Block and until the Management Corporation is established pursuant to Clause 32 hereinbelow the Developer shall be entitled at its discretion but not obliged to forthwith take out an insurance policy against loss or damage by fire or against such other risks as it may deem expedient in respect of the Development including the said Block in the joint names of the Developer, the Purchaser and all other purchasers, or in its own name alone, and the Purchaser shall pay a fair proportion of the said premium for the said Block to be determined in proportion to the Purchaser's share units.
- (b) The proportion of the premium payable by the Purchaser shall be determined conclusively by the Developer and the Purchaser shall pay the same within seven (7) days of the receipt of the Developer's written notice requesting such payment.
- (c) If the insurance premium payable by the Purchaser shall remain unpaid at the expiry of the said seven (7) days' period, interest on such sum shall commence immediately thereafter at the rate of ten per centum (10%) per annum to be calculated from day to day to be payable by the Purchaser.



APPLICATION OF LAND (SUBSIDIARY TITLES) ENACTMENT, 1972

25. The said Block is sold and the Purchaser shall take title thereto subject to the provisions of the Land (Subsidiary title) Enactment, 1972 (hereinafter referred to as "the Enactment") which shall apply upon the issue of the subsidiary title to the said Block and in particular and in addition to the following--

- (a) the right of the Management Corporation established under the Enactment to regulate the control management, administration, use and enjoyment of the said Block,
- (b) the right of support and service and other rights and obligations attached to the said Block as provided in the Enactment;
- (c) the share units assigned to all the blocks in the Development by virtue of Section 10 of the Enactment;
- (d) the terms and conditions on the subsidiary title issued for the said Block and no objection shall be taken or requisition made by the Purchaser in respect thereof.

RIGHTS TO COMMON PROPERTY

26. The Developer undertakes that subject to such restriction of use which the Developer and/or the Management Corporation may from time to time deem fit to impose the said Block is sold together with the free right and liberty for the Purchaser his personal representatives successors and assigns and his servants agents licensees and invitees in common with the Developer and all other persons having the like right and liberty at all times and for all purposes whatever connected with the use and enjoyment of the said Block to pass and repass along over and upon all the common property (including the common passage ways, stairs, Lifts, corridors of the Development) TOGETHER also with the full right and liberty to make all necessary connections and thereafter to use in a proper manner the drains pipes cables or wires laid or constructed by the Developer under or over the said Block and the Development for the purpose of the supply of water electricity and telephone service to and for drainage and sewage of water from the said Block and

the Development RESERVING NEVERTHELESS to the Developer and all others to whom the Developer may grant or having already the same or similar rights of way and drainage and of making connections as aforesaid the right to construct lay and use any drains pipes and cables or wires over and under the said Block and the Development which the Developer or such others may consider necessary for the purpose of serving all the blocks in the Development or other buildings erected or to be erected on the said Land and to make all necessary connections thereto PROVIDED sufficient prior notice is given to the Purchaser in the event that the Purchaser's said Block is affected by such works and that as little inconvenience as possible shall be caused to the Purchaser.

APPLICATION OF CLAUSE 25 HEREOF

27. Where possession is given to the Purchaser before the issue of the subsidiary title thereto and until the application of the Land (Subsidiary Titles) Enactment 1972, the provisions of Clause 25 hereof shall apply to the said Block as if the provisions of the Enactment with the necessary modifications were contained in and formed part of this Agreement and the powers of the Management Corporation therein shall be exercised by the Developer during such time.

DEVELOPER'S RIGHT UNDER LAND (SUBSIDIARY TITLES) ENACTMENT 1972

28. Nothing herein contained shall be construed as precluding the Developer from the exercise of its right under the Land (Subsidiary Titles) Enactment 1972, as a member of the Management Corporation either as a sole member or as a member among others.

NOTICE OF LOCATION AND BOUNDARIES

29. (a) The position of the said Block in relation to the other parcels as shown on the layout plan and the measurements boundaries and area of the said Block as given herein are believed but not guaranteed to be correct.
- (b) The Purchaser shall be deemed to have actual notice of the location and boundaries of the said Block, and he shall not be entitled to take object or requisition whatsoever in respect thereof nor in respect of the area of the said Block if on re-survey for the issue of subsidiary title it is found to be

more or less than that mentioned in **Section 3 of the Second Schedule** hereto and no such discrepancy or inaccuracy shall annul the sale.

ADDITIONAL CHARGES OR IMPOSITIONS

30. If as a result of the introduction of new laws, bylaws, rules or regulations or the amendment of existing laws, bylaws, rules or regulations it shall be imposed on the Developer and the Developer shall become liable to pay any new or additional fee or charges or impositions save and except any increase in the cost of building materials, labour and transport charges, the payment of which shall be a condition precedent for continuing and completing of the Development or any part of parts thereof in accordance with the layout plan building plans and specifications herein referred to and the due observance and performance by the Developer of its obligation and liabilities hereunder the Purchaser shall pay to the Developer a proportionate part of such new or additional fees, charges or impositions upon production to the Purchaser of the relevant receipts for the payment of the same by the Developer.

MUTUAL COVENANTS

31. The Purchaser shall abide by all the covenants contained in the **Fifth Schedule** hereto as well as any covenants added thereto at the discretion of the Developer and further agrees that all the provisions herein and therein shall continue to subsist and to have full force and effect notwithstanding the transfer of the said Block by the Developer to the Purchaser whereupon the said covenants shall form part of the bylaws of the Management Corporation. And any purchaser or transferee of the said Block from the Purchaser shall abide by the terms and conditions of this Agreement as if such purchaser or transferee were a party to this Agreement. The Developer shall impose, as a condition for the giving of consent for any such assignment of this Agreement that such assignee shall be bound by the terms of the **Fifth Schedule**.

MANAGEMENT CORPORATION

32. As soon as a book of the subsidiary register has been opened in respect of the Development the Purchaser agrees with all other Purchasers for the formation of a Management Corporation under Section 14 of the Land (Subsidiary Titles)

Enactment 1972. It is expressly agreed that upon the formation of a Management Corporation the covenant stipulations and restrictions hereinabove contained shall bind the Purchasers and the Management Corporation as they shall bind the Purchaser and the Developer under this Agreement.

INTERIM MANAGEMENT OF THE DEVELOPMENT

33. (a) In the event of any delay in the issuance of Subsidiary Title to the said Block due to no fault of the Developer and the consequential delay in the formation of the Management Corporation pursuant to Section 14 of the Land (Subsidiary Title) Enactment 1972, the Developer has the right after six (6) months of the issuance of the Certificate of Fitness for Occupation for the said Development by the relevant authority to appoint a Management Company for the interim management of the Development and for the formation of the Management Corporation as and when required under the said provisions and all fees and disbursements relating to the interim management and formation which must be justifiable thereof shall be borne by the Purchaser and the purchasers/owners of the other blocks of the Development on a pro rata basis.
- (b) The Management Company shall be vested with the power to control, manage and run the administration of the Development and shall have the right to enforce against the Purchaser, the agreements and covenants of the Purchaser contained herein and to exercise all other rights of the Developer contained in this Agreement.

NOTICE OF REPAIR

34. (a) The Purchaser shall give notice to the Developer and the owners and occupiers of all blocks adjoining or adjacent the said Block of his intention to repair or make good any damage to the walls of the blocks affected thereby and in any event, no structural alterations or amendments to the said building shall be allowed.
- (b) The Purchaser shall repair and maintain at the joint expenses of all the owners and occupiers of the block adjoining or adjacent the party structures

which shall include the entrances, walls, floors and ceilings separating one block from the other.

INJURIES, LOSS AND DAMAGE

35. Notwithstanding anything herein contained in this Agreement the Developer shall not be liable to the Purchaser or the Purchaser's employees, servants, agents, licensees, invitees or any other person or persons coming on to or permitted to enter or use the said Block the Development or the common property for accidents happenings or injuries sustained to the person or for loss of or damage to goods chattels or any other property in the said Block or any part of the Development or common property from any cause including any defect leakage overflow or breakdown of machinery plant or installation or interruption of services for which service charges are levied for any reason beyond the Developer's control.

CIRCUMSTANCES BEYOND THE DEVELOPER'S CONTROL

36. Notwithstanding any provisions herein contained to the contrary (if any) it is hereby expressly agreed by the parties hereto that the Developer shall not be liable to the Purchaser for any failure on its part to fulfill any term of this Agreement, if such fulfillment is delayed, hindered or prevented by force majeure including, but in no way limited to:-

- (a) force majeure;
- (b) substantial amendments to the Layout Plan or Building Plans as required by the Appropriate Authority;
- (c) by reason of exceptionally inclement weather;
- (d) by reason of loss or damage occasioned by fire, storm, tempest, lightning, earthquake, aircraft or anything dropped therefrom, aerial objects, flood, riot and or civil commotion;
- (e) by reason of civil commotion, local combination of workmen, strike or lockout affecting any of the contractors or trades engaged in the construction of the Development;

- (f) by reason of directions, judgments or orders consequential upon disputes with neighbouring owners, or by any written directive or written order made by the Appropriate Authority.

WAIVER OR INDULGENCE

37. Knowledge or acquiescence by the Developer of any breach of any of the conditions or covenants herein contained or any indulgence given by the Developer or delay on the Developer's part in exercising any right, power or remedy accruing to the Developer under this Agreement shall not operate as or be deemed to be a waiver of such right, power, remedy or conditions or covenants or any of them and notwithstanding such knowledge or acquiescence or indulgence given or delay the Developer shall be entitled to exercise its rights under this Agreement and to require strict performance by the Purchaser of the terms and conditions herein.

CAVEAT

38. The Purchaser hereby covenants with the Developer that the Purchaser shall not register or cause to be registered against the said Land or the premises any caveat, pledge, liens or any other encumbrances until the said Block has been transferred into the name of the Purchaser except in case of breach of the terms and conditions of this Agreement on the part of the Developer.

ENTRY ONTO THE SAID LAND

39. For safety purposes, the Purchaser shall not be entitled to enter the said Land while the said Block is being developed and if the Purchaser so enters, whether or not with the express or implied permission of the Developer or accompanied by the Developer, the Developer shall not be liable for any damage to the property or injury or death howsoever caused to the Purchaser, his servant, agent, kin, invitee or licensee.

INDEMNITY

40. The Purchaser shall indemnify and keep indemnified the Developer against all actions proceedings claims costs charges expenses and demands in respect of injury to the person or property of the Purchaser and/or the family, guests visitors,

customers, invitees or licensees of the Purchaser while in or upon the said Block, the said Land and/or the Development.

NOTICE

41. Any notice or demand required to be given under this Agreement shall be in writing and shall be sufficiently served on the Developer if delivered or forwarded by registered letter addressed to its abovementioned address and shall be sufficiently served on the Purchaser if delivered or forwarded by registered letter addressed to him at his address above stated or at his last known address. Any notice sent by registered post shall be deemed to have been duly served on the date following the date on which the notice was so posted.

TIME

42. Time shall be of the essence of the contract in relation to all the provisions of this Agreement particularly those which relate to the payment of any instalment of the Purchase Price or any part thereof and the payment of all monies due by the Purchaser to the Developer under this Agreement.

DEFINITION

43. In this Agreement where the context so admits:-

- (a) words importing the masculine gender shall include the feminine and neuter genders;
- (b) words importing the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Purchaser" covenants and stipulations expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally;
- (c) "Common Property" to:
 - (i) such part of the Development that is not comprised in a separate title and which is intended for the common use or benefit or

employment of the lawful occupants of the properties under the Development; and

- (ii) includes foundations, columns, beams, supports, walls, roofs, lobbies, corridors, stairs, stairways, fire escapes, entrances and exits of the building housing the Development, recreational or communal facilities, common gardens, parking areas, roofs, storage spaces and rooms for the use of a management corporation and its members, central and appurtenant installations for services such as power, light, gas, water supply, heating, refrigeration, air conditioning and incinerators, escalators, lifts, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use, together with water pipes, drainage pipes, sewerage pipes, gas pipes and electrical cables which serve more than one block of property in the said project and all other facilities described as common property in the building plan submitted by the Developer for the said project and approved by the relevant authorities.
- (d) "Developer's Architect or Engineer" means the firm of architects or engineers as may from time to time be engaged or appointed by the Developer as its architect or engineer for the construction of the said Block.
- (e) "Management Charges/Service Charges" means the amount of money determined from time to time by the Developer or by the Management Corporation and levied in the manner provided under Section 19 of the Land (Subsidiary Title) Enactment 1972 and includes all outgoings which may be payable in respect of any part of the said Land on which there may be erected or constructed any roads, drains, septic tanks, car parks, recreational facilities, electrical sub-station or installations, water works or other light works of public utility for the Development and the costs and expenses for the maintenance, cleaning, lighting and repairs of the roads, walks, parks, main structure and exterior and interior parts of the Development, ceiling, septic tanks, cable pipes, electricity supply lines serving the Development, halls, landings, staircases, passage-ways, car-parks, recreational facilities, sanitary and electrical apparatus and installations, entrance and forecourt serving the said Block and all other facilities that may be added to the Development or given by the Developer

including the employment of personnel engaged in and about the provisions of services and maintenance and upkeep of the common property of the Development.

FOREIGN INVESTMENT COMMITTEE ("FIC") APPROVAL

44. In the event that the Purchaser is required under law to seek the approval of the FIC for the purchase of the said Block under this Agreement, the following conditions shall also apply:-
- (a) the Sale and Purchase hereunder shall be subject to the approval of the FIC;
 - (b) the Purchaser shall be responsible and required to file and submit all necessary application for approval of the FIC for the purchase of the said Block hereunder within twenty one (21) days of the date of this Agreement;
 - (c) in the event that FIC approval for the purchase of the said Block under this Agreement is not obtained within ninety (90) days of the date by which the Purchaser is required to submit the application for FIC approval as referred to under sub-clause (b) above or such extended time as the Developer may in its sole discretion agree to in writing, or such FIC approval is subject to conditions unacceptable to the Developer, then this Agreement shall be deemed mutually terminated, whereupon the Developer shall refund to the Purchaser all monies paid by the Purchaser towards account of the Purchase Price, free of any interest or deduction whatsoever, and thereafter neither party hereto shall have any claim whatsoever hereunder against the other.

PRINCIPAL INSTRUMENT

45. This Agreement and the Memorandum of Transfer to be executed in accordance with Schedule XIII, Section 104 of the Land Ordinance (Cap. 68) Sabah are instruments employed in the same transaction and for the purpose of Section 4(3) of the Stamp Act, 1949 the later document shall be deemed the Principal instrument.

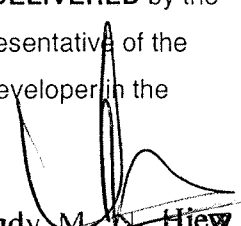
SCHEDULES AND ANNEXURES

46. All the Schedule and Annexures hereto shall be taken read and construed as an essential part of this Agreement.

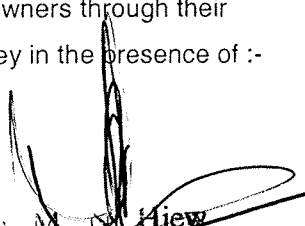


IN WITNESS WHEREOF the Developer, Landowners and the Purchaser have hereunto set their seal and hands the day and year first abovewritten.

SIGNED AND DELIVERED by the
authorised representative of the
abovenamed Developer in the
presence of :-


Judy M. M. Hiew
Advocate & Solicitor
Sabah, Malaysia.

SIGNED AND DELIVERED
by the Landowners through their
lawful Attorney in the presence of :-


Judy M. M. Hiew
Advocate & Solicitor
Sabah, Malaysia.

THE COMMON SEAL of the Purchaser
SUPREME OPTION SDN. BHD.
(Company No. 738264-A)
in hereunto affixed in the presence of :-

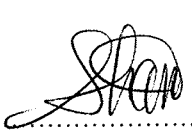

.....
DIRECTOR

Name : WONG KENG MING
NRIC No. : 810331-12-5911


.....
DIRECTOR

Name : WONG SUK LIN
NRIC No. : 820924-12-6230


.....


.....
SHAMLEY BIN ABDULLAH
@ SUISAM RINTINGAN

.....
COMMON SEAL

THE FIRST SCHEDULE

(to be read and construed as an essential part of this Agreement)

1. Name, description and address of the Developer :

***YHC Realty Sdn. Bhd.
(Company No. 119877-H)***

***Address : Lot 1, 2nd Floor, Block D, Lorong Inanam Point 2, Phase 1 (Inanam
Commercial Centre), Mile 6, 88450 Jalan Tuaran, Kota Kinabalu***

2. Particulars of the said Land :

***NT 3041439, NT3081175, NT3041448 and NT3090576 situated in the District
of Penampang, Sabah.***

3. Particulars of the said Complex : ***LINTASJAYA
3 STOREY COMMERCIAL SHOPLOTS
comprising 103 blocks of Commercial
Shoplots***

4. Name and Particulars of Landowners :

<u>NO.</u>	<u>NAME</u>	<u>NRIC NO.</u>	<u>LAND TITLE NO.</u>	<u>ACREAGE</u>	<u>SHAREHOLDING</u>
1.	Madirinah @ Magdalena	530109-12-5164 H0144752	NT.3041448	2.418	1/4
2.	Kennedy Sylvester Motiung	800916-12-5387			1/4
3.	Cheryl Rachel Pelik Motiung	800907-12-5414			1/4
4.	Andy McDonald P. Motiung	810820-12-6093			1/4
5.	Dorothia Tokiu	270117-12-5000 H0027163	NT.3090576	6.143	1/1

<u>NO.</u>	<u>NAME</u>	<u>NRIC NO.</u>	<u>LAND TITLE NO.</u>	<u>ACREAGE</u>	<u>SHAREHOLDING</u>
6.	Jokolin Bin Jominit	H0188769	NT.3081175	1.467	1/1
7.	Dorothia Tokiu	270117-12-5000 H0027163	NT.3041439	2.666	1/2
8.	Flivia Motiung @ Lina	580902-12-5210 H0027166			1/2
TOTAL AREA				----- 12.694 -----	

J

G.

THE SECOND SCHEDULE

(to be read and construed as an essential part of this Agreement)

SECTION

NO.

ITEM

PARTICULARS

- | | | |
|----|---|--|
| 1. | The day and year of this Agreement | Date : 04 JUL 2007 |
| 2. | Name, Nric no/Co. No. and address of Purchaser : | Name : SUPREME OPTION SDN. BHD.

Company No. : 738264-A

Address : Of Lot 6-2, 2 nd Floor,
Block E, Lintas Square, Jalan
Lintas, 88300 Kota Kinabalu,
Sabah, Malaysia |
| 3. | Particulars of the said Block : | All that block known as :-

Lot No. : 4
Block No. : B
Floor : Ground, First and
Second
Type : B
Approximate Area : 3,755.85
(in Sq. Ft.) |
| 4. | Purchase Price of the said Block : | RINGGIT MALAYSIA
Nine Hundred And Fifty Thousand
(RM950,000.00) Only |
| 5. | Monthly Service Charge pursuant to Clause 14(a) : | Ground Floor : RM 80.00
First Floor : RM 70.00
Second Floor : RM 50.00 |
| 6. | Service Charge Deposit Pursuant to Clause 14(b) : | RINGGIT MALAYSIA
Six Hundred (RM 600.00)
Only |

THE THIRD SCHEDULE

(to be read and construed as an essential part of this Agreement)
(Referred to in Clause 3 and Clause 4)

SCHEDULE OF PAYMENT

<u>Description</u>	<u>Percentage (%) of</u> <u>the Purchase Price</u>
(A) Booking Fee (RM10,000.00) upon confirmation of purchase Down Payment upon the signing of Sale and Purchase Agreement (Note: To deduct the Booking Fee paid - Ringgit Malaysia Ten Thousand)	10%
(B) Progressive Payment Claim to be paid within 14 days upon receiving of the Developer's Written Notice attached with the Architect's Certificate of the Completion of:-	
(1) the Foundation Work of the Shop Office;	15%
(2) the Ground Floor Beams, Slabs and Columns of the Shop Office;	10%
(3) the First Floor Beams, Slabs and Columns of the Shop Office;	10%
(4) the Second Floor Beams, Slabs and Columns of the Shop Office, the Ground & First Floor Brick Walls with Door and Window Frames in Position;	15%
(5) the Roof Beams and Roofing the Second Floor Brick walls with Door and Windows Frames in position;	15%
(6) the Ceiling, Internal and External Wall Plastering; the Internal Electrical Wiring and Internal Plumbing (without Fittings) of the Shop Office	10%
(7) the Road and Drains serving the Shop Office	10%
(C) Final Payment upon Issuance of the Certificate of Practical Completion by the Developer's Architect	5%

	TOTAL 100%
	=====

THE FOURTH SCHEDULE
(to be read and construed as an essential part of this Agreement)

Referred to in Recital H)

SPECIFICATION OF THE BLOCK

- | | | | |
|-----|-------------------------------|---|--|
| 1. | Structure | : | Reinforced concrete frames and concrete floors |
| 2. | Roof | : | Top deck Galvanised Roof |
| 3. | External/Internal Walls: | | 4-1/2" thick "KILN" brick wall with cement plastering on both sides |
| 4. | Ceiling | : | Concrete cement plastering to all ceilings except suspended 'U.A.C'. Superflex sheets on 2 nd floor ceilings |
| 5. | Doors | : | Steel roller shutter to ground and first floor. Solid timber door to 2 nd floor entrance, plywood flush door for toilets |
| 6. | Windows | : | Aluminium framed casement window |
| 7. | Floor Finishes | : | Cement sand rendering except tiles to toilets |
| 8. | Wall Finishes | : | 6" x 8" selected glazed wall tiles to 5'0" high to all toilets |
| 9. | Sanitary Fittings | : | Malaysian made w.c. & basin |
| 10. | Electrical Meter Installation | : | P.V.C conduit wiring. All ground floors shall be provided with 3 phase power supply. Separate electricity meter shall be provided for each floor |
| 11. | Plumbing Installation | : | Separate water supply and water meter shall be provided for each floor |
| 12. | Wall Painting | : | All walls painting shall be of Sissons paints or its equivalent |

THE FIFTH SCHEDULE
(Referred to in Clause 31)

ARTICLE I
MUTUAL COVENANTS

SECTION 1.01 OBSERVANCE AND PERFORMANCE OF MUTUAL COVENANT

The Purchaser of the said Block in consideration of the Developer agreeing to sell the said Block to the Purchaser, DO HEREBY AGREE(S), COVENANT(S), UNDERTAKE) AND DECLARE(S) THAT the Purchaser, his/her/their successors-in-title and permitted assigns shall be bound absolutely and shall cause all tenants or lessees of the said Block to be bound by all and every of the conditions and mutual covenants set out hereinbelow, which conditions and mutual covenants shall be taken, read and construed as an essential and integral part of this Agreement for the purposes of maintaining and preserving the status, image, character and value of the said Development and ensuring the congenial and peaceful use and occupation of the said Block.

SECTION 1.02 RIGHTS AND LIBERTIES OF OTHER PURCHASERS AND LAWFUL OCCUPIERS TO COMMON FACILITIES AND SERVICES

The Purchaser hereby agree(s) and covenant(s) with the Developer and the other purchasers and lawful occupiers of the other blocks in the said Development that their respective personal representatives, successors-in-title, permitted assigns, servants, agents, licensees and invitees shall have free rights and liberties in common with the Developer and the Purchaser and all other persons having the like rights and liberties to:-

- (a) use with or without vehicles of every description of not more than four (4) wheels at all times and for all purposes whatsoever connected with peaceful use and quiet enjoyment of their respective blocks to pass and repass along, over and upon all roads serving the said Development;
- (b) use in a proper manner the drains, sewers, pipes, cables and wires laid or constructed by the Developer for the quiet enjoyment of the said Block; and
- (c) use the common facilities (hereinafter collectively referred to as "the common facilities") but such use shall be subject to any rules and regulations set by the Developer its appointed agents from the date of delivery of vacant possession of the said Block pursuant to Clause 11 of this Agreement until the formation of a Management Corporation **AND PROVIDED ALWAYS THAT** such rules and regulations or any of them may be varied, altered, amended, deleted or substituted from time to time by the Developer or the Management Corporation, as the case may be, **AND PROVIDED ALWAYS THAT** the common facilities shall only be used by the purchaser, or his transferees, lessees or tenants, upon the block being transferred, leased or rented out AND in the event of such transfer, lease or tenancy the Purchaser shall no longer be entitled to use these facilities as the lawful registered owner.

ARTICLE II
RESTRICTIVE COVENANTS

SECTION 2.01 RESTRICTIVE COVENANTS

The Purchaser hereby agree(s), covenant(s), undertake(s) and declare(s) that the Purchaser and his lawful tenants or lessees of the said Block SHALL NOT:-

- (a) use the said Block or any part thereof nor permit or suffer any one to use the said Block or any part thereof for any purpose whatsoever other than for commercial purposes;
- (b) use the common Property of the said Development for any purpose other than for which it is reasonably suited and which is incidental to the use and occupancy of the said Block and in this regard the Purchaser shall observe all directions for the use thereof that may be issued from time to time by the Developer or the Management Corporation, as the case may be;
- (c) use or permit the said Block to be used as a mess;
- (d) use the said Block, the said Development, the common property thereof or any part for any illegal, unlawful, immoral or offensive purpose or bring thereon nuisance of whatsoever nature or give reasonable cause for complaint by the Developer, the other purchasers or their lawful tenants or lessees thereof;
- (e) use the said Block, the said Development, the common property thereof, or any part thereof in contravention of any laws, bylaws, rules and regulations relating to the keeping of animals, birds or pets and any other laws, by-laws, rules and regulations relating to the use therefore of the said Block, the said Development, the common property thereof, of any part thereof and for the purposes of this paragraph, not keep any pets in the said Block other than tropical fish in small aquariums or small birds in cages; the Developer reserves the right to remove any pet at the Purchaser's cost and expenses;
- (f) do or permit to be done within the said Development anything which will or may infringe any of the laws, by-laws, rules and regulations in force or which may be or become a nuisance or annoyance or inconvenience to the other purchasers or lawful occupiers of the said Development or which interferes with the peaceful enjoyment of the blocks in the said Development by other purchasers, or lawful residents or occupants;
- (g) cause any accumulation of dirt, rubbish, debris or garbage or store or bring upon the said Block, the said Development, the common property thereof, or any part thereof any articles of specially combustible, inflammable, explosive or dangerous nature such as fireworks, arms, ammunition, gunpowder and such like;
- (h) permit any waste, rubbish, material or article or any object of any kind whatsoever to be thrown out of the windows or over the balconies or about the passage ways or about any part of the common property of the block of the said Development in which the said Block is located SAVE AND EXCEPT those areas specifically designated for the said purpose;
- (i) do or allow anything to be done which might result in clogging of the sewerage and drainage pipes serving the said Development;
- (j) place flower pots or any other things whatsoever on the balcony, window sills of the exterior of the said Block or any passage or stairs leading to the said Block in a manner that may create any danger, risk or hazard to the safety of the purchasers or lawful occupiers, their visitors, invitees or licensees;
- (k) affix or otherwise inscribe or exhibit by any means whatsoever on the common property or the exterior of the said Block or the windows or balconies thereof any show-board, placard, name-plate, signboard, advertisement or notice of any description whatsoever;

- (l) hang clothes or other apparel, articles or anything whatsoever, which shall include but shall not be limited to screens, furniture, on any exterior part of the said Block which includes the window sills and the balcony, the exterior and interior part of any one of the blocks of the said Development or the said Block other than the area specifically designated therefor and if no specific area is designated for same, without the prior written consent of the Developer or the Management Corporation, as the case may be;
- (m) use or bring any substance or material onto the said Block, the said Development, the common property or any part thereof which may give rise to obnoxious smells;
- (n) affix or install metal grilles to the window and doors of the said Block or paint any of the external walls of the said Block in any manner or colour whatsoever without obtaining the prior consent of the Developer or the Management Corporation as the case may be;
- (o) place any form of obstruction on the stairways, passageways or any other part of the said Development, failing which, the Developer shall be entitled to remove such obstruction at the sole cost and expense of the Purchaser;
- (p) affix or install awnings to windows and doors of the said Block;
- (q) SAVE AND EXCEPT as provided for by the Developer with the Developer's consent, affix or attach to the exterior part of the said Block or any part of the said Development, any radio or television aerials or any air-conditioner units;
- (r) create any noise likely to interfere with the peaceful and lawful enjoyment of the other purchasers or lawful occupiers or of any person lawfully using the common property;
- (s) (except with the written consent of the Developer and under the supervision of the Developer's surveyor) erect upon or affix to the said Block or any part thereof any machinery or mechanical, scientific or electrical apparatus-excepting radio and television receiving sets (indoor) aerials) and the usual domestic electrical apparatus properly fitted with approved suppressors against electrical interference to the other purchasers or lawful occupiers;
- (t) install any electrical sockets or electrical power points without the prior consent of the Developer and only in such part or parts of the said Block as designated by the Developer, such consent not to be unreasonably withheld if the Purchaser shall, at his own cost and expense, obtain such approval as may be necessary from the appropriate authority and a certificate from a qualified electrical engineer or registered electrical engineer and the Developer's architect that any installation of such electrical socket or plug or electrical power or electrical motor or engine shall not overload or cause damage to the power supply or to any existing electrical installation in the said Development;
- (u) injure, damage or weaken the floors and ceiling of the said Block and the internal and external walls thereof whereby the neighbouring blocks of the Development may be exposed to danger of collapse and any subsequent occupation of such blocks which may become hazardous and in any instance shall not make any structural or material alterations to the said Block;
- (v) injure, damage or weaken any structural beams, pillars, floors, landings or staircases serving the said Block or any part of the said block of the said Development;

- (w) hack up or install any floor tiles in the said Block or install tiles or other floor covering on the balcony or patio without the prior written consent of the Developer or Management Corporation, as the case may be. Tiles or other floor covering will be permitted only if they are waterproofed and their colour, material and design are consistent with the standards adopted by the Developer or Management Corporation as the case may be;
- (x) cause any obstruction in or on the approaches or passageways adjacent to or leading to the said Development by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Purchaser or any lawful occupier of the said Block or by any of their servants, invitees or licensees;
- (y) leave or store any goods, furniture, boxes, objects or vehicles, whether motorised or otherwise, at any part of the common property of the said Development or any part of the said Block so as to cause inconvenience or obstruction to others;
- (z) hold any garage sale or open-air function within any part of the common property of the said Development without the prior written approval of the Developer or the Management Corporation, as the case may be;
- (aa) permit any child over whom the Purchaser has control over to play upon the common property of the said Development, UNLESS accompanied by an adult exercising effective control, OR permit any child over whom the Purchaser has control over to be or to remain upon the common property of the said Development, in particular the car parking areas or other areas of possible danger, risk or hazard to children;
- (bb) tamper with or cause to be tampered with any fire fighting equipment located within any of the blocks comprising the said Development;
- (cc) alter or cause to be altered the common property of the said Development or any part thereof;
- (dd) do or permit or suffer to be done anything whereby the insurance policy or policies of the said Block and the said Development against damage by fire may become void or voidable or whereby the premium may be increased and pay to the Developer or the Management Corporation, on demand, all sums paid by way of increased premiums and all expenses incurred by the Developer or the Management Corporation as a result of any non-observance of this covenant by the Purchaser;
- (ee) under any circumstances, without the Developer's prior written consent, lodge any caveat on the registered documents of title pertaining to the said Development.

ARTICLE III AFFIRMATIVE COVENANTS

SECTION 3.01 AFFIRMATIVE COVENANTS

The Purchaser hereby agree(s), covenant(s), undertake(s) and declare(s) that the Purchaser and all lawful occupiers of the said Block shall:-

- (a) comply with, conform to and observe all rules and regulations made by the Developer relating to the use and enjoyment of the said Block, the said Development, the common property, or any part thereof;

- (b) remedy, at his, her or their sole expense, any and all violation by him, her or them of rules, regulations, laws, orders or requirements of any governmental agencies having jurisdiction thereof, relating to any part of the said Block, the said Development, the common property, or any part thereof;
- (c) at all times hereafter, permit the Developer and/or its agents with or without workmen and others to enter upon the said Block or any part thereof to inspect the said Block, or to lay and fix in and lead through the said Block all such wires, cables and ducts for electricity and pipes for water, gas and sewage as the Developer may from time to time require to be laid and fixed in and led through the said Block and for the general purpose of repairing, removing and/or replacing all or any such wires, cables, ducts and pipes;
- (d) place all debris, waste, disposal items, garbage and rubbish securely in water proof bags in the receptacles designated therefor;
- (e) keep clean and hygienic the said Block and take all practicable measures to prevent any infestation by any pests or vermin;
- (f) notify the Developer of the Purchaser's intention to let the said Block and shall promptly furnish the Developer with details of the tenants or lessees concerned and such other information as the Developer may require from time to time and the Purchaser covenants and undertakes that the provisions herein shall be incorporated into the Tenancy Agreement;
- (g) upon request by the Developer furnish the particulars of all and every occupant of the said Block to the Developer for purposes of security and shall notify the Developer forthwith of any intended change in the occupancy of proprietorship of the said Block or of any other dealing with the said Block of which the Purchaser is aware;
- (h) inform the Developer at least twenty-four (24) hours in advance of any shifting involving a professional mover or large items of furniture and shall ensure that the common areas and the common property of the said Development are not in any manner damaged in the course of such shifting and shall further ensure that any inconvenience so caused to other lawful occupiers shall be kept to the minimum possible;
- (i) be responsible for ensuring that the Purchaser's tenant, lessee, invitee or licensee will comply with and abide by the rules and regulations imposed by the Developer from time to time on the use and enjoyment of the said Development and shall be personally and vicariously liable for any damage caused by his/her tenant, lessee, invitee or licensee;
- (j) give the Developer prompt notice of any damage to or defect in the water pipes, sewers, electrical installations or fixtures which comes to the Purchaser's knowledge; and
- (k) give full particulars in writing to the Developer within seven (7) days from the receipt by the Purchaser of any notice or order issued or given pertaining to the said Block by the appropriate authority and to take all reasonable steps to comply with such notice or order and if required by the Developer and at the cost of the Purchaser make or join with the Developer in making any objections or representations against such notice or order.

**ARTICLE IV
MAINTENANCE AND REPAIRS OF THE SAID PARCEL**

SECTION 4.01 MAINTENANCE AND REPAIRS OF THE SAID PARCEL

- (a) From the date of delivery of vacant possession of the said Block all maintenance, repairs and replacements in or to the said Block (other than maintenance of and repairs to any common property of the said Development), whether structural or non-major, including but without limitation to, maintenance, repairs or replacements of screens, windows, the exterior side of the main entrance door, and all plumbing, sewerage and air-conditioning fixtures and equipment, if any, within the said Block or belonging to the Purchaser, and serving only the said Block, shall be performed by the Purchaser of the said Block at the sole cost and expense of the Purchaser, except as otherwise expressly provided to the contrary herein or in the Principal Agreement.
- (b) For the purpose of this section, the degree of good and substantial maintenance and repair of the said Block shall be determined by the Developer or the Management Corporation after its incorporation and the Purchaser shall permit the Developer or the Management Corporation, its servant or agents, with or without workmen or others, at any time at convenient hours, to enter the said Block and examine the state and condition thereof and the Purchaser shall, at his sole cost and expense, forthwith repair and make good all defects on the said Block and all blocks adjoining, adjacent, below and above that may be or may have been affected by the failure of the Purchaser to keep the said Block in good and substantial repair and condition, of which notice in writing shall have been given by the Developer or the Management Corporation, as the case may be, to the Purchaser.
- (c) In the event that the Purchaser shall fail to repair any substantial damage to the said Block, as stated in sub-section (a) of Section 4.01 above, which repair is necessary to preserve and protect any of the common property or any other Block or blocks of the said Development, then the Developer or the Management Corporation, as the case may be, shall have the right to repair or make good such damage (in the event of failure of the Purchaser to do so after seven (7) days written notice from the Developer or the Management Corporation, as the case may be, or written or oral notice of a shorter duration, in the event of an emergency, and to charge the Purchaser for the cost of all such repairs and/or maintenance. In the event that the developer or the Management Corporation charges the Purchaser for repairs to the said Block or for repairs to any common property restricted in use to such Purchaser, and the Purchaser fails to make prompt payment, the Developer is entitled to take all such steps at law to recover the same and in that case the Purchaser shall be liable for the payment of all legal fees, costs and interest at the rate of TEN PER CENTUM (10%) per annum on the outstanding due to the Developer or the Management Corporation, as the case may be.

SECTION 4.02 MAINTENANCE AND REPAIR OF THE COMMON PROPERTY

All maintenance, repairs, replacement and services provided in or to the common property of the said Development by the Developer or the Management Corporation, as the case may be, or their agents AND the cost and expenses thereof shall be borne by all the purchasers/owners of the Development by a fair contribution each, which said contribution shall be determined by the Developer or the Management Corporation, as the case may be, at their sole discretion EXCEPT to the extent that if the same is group of purchasers, such cost and expense shall be paid by the said group of purchasers. Notwithstanding the duty of the Developer to maintain and manage the

common property of the said Development, the Developer shall not be liable to the Purchaser for any injury or damage.

SECTION 4.03 NOTICE OF REPAIRS

The Purchaser shall give reasonable notice to the Developer or the Management Corporation, as the case may be, and the other owners or occupiers of all blocks adjoining the said Block of his or her intention to repair or replace any joints or beams on which the floors or ceilings of the said Block are laid and shall make good any damage to the floor, ceiling and walls of the blocks affected thereby.

SECTION 4.04 JOINT MAINTENANCE AND REPAIR

The Purchaser shall repair and maintain at the joint expense of the Purchaser and the other owners or occupiers of the adjacent blocks adjoining the party structures, which shall include the entrances, walls, floors and ceilings separating one block from the others.

SECTION 4.05 PARTY WALLS

The Purchaser hereby agree (s) and declare(s) that the walls separating the said Block from the adjoining blocks shall be deemed and acknowledged to be a party wall or walls and the same shall be maintained and kept in good repair from time to time at the joint cost and expense of the Purchaser and the owners of such adjoining blocks.

SECTION 4.06 FLOOR LOADING

The Purchaser hereby agree(s) and undertake(s) with the developer or the Management Corporation, as the case may be, that the Purchaser shall not place or permit to be placed or allow or caused to be allowed upon the floor or any part or parts of the floor within the said Block any load in excess of a dead weight of ONE POINT FIVE (1.5) kilo newton per square meter and shall where required by the Developer or the Management Corporation, distribute any load on any part of the floor of the said Block in accordance with the requirements and directions of the Developer or the Management Corporation and, for the purposes of this Section, the decision of the Developer's architect shall be final and binding on the Purchaser.

ARTICLE V ALTERATION AND RENOVATION

SECTION 5.01 ALTERATION AND RENOVATION OF THE SAID BLOCK

The Purchaser shall not carry out any renovation, alteration or extension works to the said Block which may involve the removal, modification, pulling down and/or alteration of any walls, floors or ceilings within the said Block without first having obtained the written consent of the Developer or the Management Corporation, whichever may be the case, which consent shall not be unreasonably withheld by the Developer or the Management Corporation.

SECTION 5.02 RESTORATION OF THE SAID BLOCK AND THE DEVELOPER'S LIEN

In the event that the Purchaser fails to comply with the provisions of Section 5.01 hereof, the Developer and/or the Management Corporation reserves the right to enter the said Block to restore into the original state wall or walls, floors or ceilings as shall have been so removed, modified, pulled down and/or altered by the Purchaser and such costs of restoration shall be charged to, borne and paid by the Purchaser. In addition thereto, the Developer and/or the Management Corporation, as the case may be, reserves the right to levy a fine on the

Purchaser of a sum to be determined by the Developer or the Management Corporation for non-compliance with the provisions of Section 5.01 hereof.

The Developer or the Management Corporation, as the case may be, shall have a lien on the said Block until such time such restoration costs and fine to be imposed have been paid by the Purchaser.

SECTION 5.03

PURCHASER'S CONTRACTOR

The Purchaser hereby expressly undertakes that in the event of the Purchaser deciding to carry out any renovation, alteration or extension works to the said Block after the issuance of the Certificate of Fitness for Occupation and the same is with the written consent of the Developer or the Management Corporation, as the case may be, the Purchaser shall at his own cost and expense ensure that the Purchaser's contractor or any person company so engaged or entrusted by the Purchaser as regards such renovation, alteration or extension works will not in any manner:-

- (a) damage or cause any damage to the road, drainage, sewerage, piping, cabling or any other structures or item put up by the Developer or otherwise within the said Development or the common property thereof;
- (b) store or keep any building materials and/or construction equipment within the said Development, the common property thereof, or any part or parts thereof SAVE AND EXCEPT within the said Block or any area specifically agreed to by the Developer or the Management Corporation, as the case may be;
- (c) erect any workers' quarters or store or godown on the common property of the said Development or any part or parts thereof;
- (d) block any road, driveway, back land, passageway or path within the common property of the said Development;
- (e) dump any waste or redundant materials within the common property of the said Development;
- (f) cause any inconvenience to any of the other purchasers or lawful occupiers of the said Development.

PROVIDED ALWAYS THAT prior to the commencement of such renovation, alteration or extension works, the Purchaser shall deposit with the Developer or the Management Corporation, as the case may be, a security sum of such amount as may be decided by the Developer or the Management Corporation from time to time and the Developer or the Management Corporation, as the case may be, shall have the absolute liberty to utilise the whole or such part thereof towards remedying any breach of the aforesaid negative undertakings by the Purchaser, his contractor or any other person or company so engaged and entrusted by the Purchaser to carry out such renovation, alteration or extension works.

**ARTICLE VI
EASEMENTS**

SECTION 6.01 ADDITIONAL EASEMENTS

The following easements are hereby created in addition to any easements created under the Sabah Land Ordinance:-

(a) Support

The said Block shall have an easement of support and necessary and shall be subject to an easement of support and necessary in favour of all other blocks in the said Development and the common property thereof.

(b) Utility Service and Drainage

Easements are reserved under, through and over the said Development and the common property thereof and the said blocks as may be required for utility services and drainage in order to serve the said Development and the common property thereof **PROVIDED HOWEVER** such easements running through a block shall be in accordance with the approved building plans and specifications for the said Development. The Purchaser shall not do anything within or outside the said Block that will interfere with or impair the utility services using these easements. The Developer or its servants or agents shall have a right of excess to each block to inspect the same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility and those contained in the said blocks and to remove any improvements interfering with or impairing the utility service or easement herein reserved **PROVIDED** the exercise of such right of access shall not unreasonably interfere with the Purchaser's peaceful use and enjoyment of the said Block, **SAVE AND EXCEPT** in the event of an emergency.

(c) Encroachments

If:-

- (i) any portion of any other block in the said Development or the common property encroaches upon the said Block; or
- (ii) the said Block encroaches upon any other block in the said Development or upon any portion of the common property of the said Development; or
- (iii) any encroachment shall hereafter occur as a result of:-
 - (aa) construction of any improvement;
 - (bb) settling or shifting of the improvement;
 - (cc) any alterations or repair to the common property of the said Development made by or with the consent of the Developer;
 - (dd) any repair or restoration of the improvement (or any portion thereof) of any block after damage by fire or other casualty of all or any portion of any block or the common property of the said Development;

then, and in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvement shall stand.

(d) Ingress and Egress

An easement in favour of the Purchaser, tenants or lessees, visitors and invitees shall exist for the pedestrian use and traffic over, through across walks, parks, side-walks and other portions of the common property of the said Development as may from time to time be intended and designated for such purpose and for vehicular and pedestrian traffic over, through and across such portions of the common property of the said Development as may from time to time be intended for such purposes.

(e) Construction and Maintenance

The Developer or the Management Corporation, as the case may be, (including its servants and agents, successors and assigns) shall have the right at its sole discretion from time to time to enter into the common property of the said Development for the purpose of completing construction works and for the purposes of carrying out repair, replacements and maintenance **PROVIDED** the same shall not prevent or unreasonably interfere with the use and/or enjoyment by the Purchaser of the said Block and the common property of the said Development save as the circumstances render it necessary.

(f) The Developer's and/or the Management Corporation's Reservation

The Developer or the Management Corporation, as the case may be, its successors, assigns and purchasers, reserves the easements, licences, rights and privileges of a right-of-way in, through, on, over, under and across the common property of the said Development for the purpose of completing the construction of the parcels and the facilities with regards thereto as Principal Agreement or carrying out repair works on the blocks in the said Development and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, on, over, under and across the common property of the said Development for the installation, maintenance, inspection and repair of lines and appurtenant for public or private use, water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the construction works or the repair of the works thereof. The Developer or the Management Corporation, as the case may be, its successors, assigns and purchasers also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be laid in or along the streets and roads or other areas of the common property of the said Development.

(g) Additional Easements

The Developer and its successors, assigns, invitees, contractors and employees shall have an easement in, through, on over, under and across the common property of the said Development, in connection with the development of the said Development or any other projects which may be developed by the Developer in the vicinity of the said Development:-

- (i) for construction, installation, maintenance ingress to and egress from, the right to use (including to use in common with other purchasers), any open spaces and to tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on or in the said Development;



- (ii) for ingress to and egress from all land areas of the common property of the said Development (in the common with the Purchaser) for any lawful purpose;
- (iii) the right to use any unsold parcel in the said Development or such part of the common property thereof for sales promotion purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the common property of the said Development for the purposes of advertising the sale of the unsold blocks in the said Development; and
- (iv) The Developer or the Management Corporation, as the case may be, and its successors, assigns, invitees, licensees, contractor and employees reserve the right to establish, grant and create easements for any additional underground electric transformer or amplified under, over and/or through the said Development or to relocate any existing utility, sewer and drainage easements in any portion of the said Development and to grant any or all of such easements to any service or public benefit, corporation or utility company if the Developer or the Management Corporation, as the case may be, shall deem it necessary or desirable for the proper operation and maintenance of the said Development or any portion
- (v) thereof or for the general health or welfare of any purchaser or in connection with the development of the said Development or any other projects which may be developed by the Developer in the vicinity of the said Development. Any utility company or public benefit corporation furnishing services to the said Development, and any utility company or public benefit corporation which may be furnishing services to other projects developed by the Developer to the vicinity of the said Development and the employees and agents of such company or corporation shall have easements, **PROVIDED** such rights of access as hereinbefore provided are exercised in such a manner as not unreasonably to interfere with the use of any block in the said Development.

ARTICLE VII

INDEMNITY

SECTION 7.01 INDEMNITY

The Purchaser shall indemnify and keep indemnified the Developer against any actions, proceedings, claims, costs, expense and demands in respect of any injury to person and/or any loss or damage to the property of the employees, agents, licensees, invitees, tenants or lessees of the Purchaser while in the said Block or the common property of the said Development and the said Block in so far as such injury, loss or damage arises through no fault of the Developer.

SECTION 7.02 DEVELOPER'S NON-LIABILITY FOR LOSS OF PURCHASERS PROPERTY

The Purchaser hereby agree(s) that the Developer SHALL NOT be liable to the Purchaser in any manner whatsoever for any loss or damage to the Purchaser's goods and moveable property kept or to be kept by the Purchaser in the said Block due to any act, omission or neglect by the Developer, its servants or agents when providing or engaging security services within or in the vicinity of the said Development.

**ARTICLE VIII
COMPLIANCE WITH LAW AND MANAGEMENT CORPORATION**

SECTION 8.01 COMPLIANCE WITH LAW

The Purchaser shall observe and comply with any of the conditions and covenants binding upon the purchasers of various blocks in the said Development or upon the Developer and shall not do or omit or suffer to be done or omit any act, matter or thing in on or respecting the said Block which shall contravene any provision of any Act, Ordinance, Enactment, order, rule, regulation or by-law or hereafter affecting the same and shall at all times hereafter indemnify and keep indemnified the Developer against all actions, proceedings, costs, expenses, claims, and demands in respect of any such act, matter or thing done or omitted to be done in contravention of any of the said provisions.

**SECTION 8.02 RESTRAINT ON SEPARATION AND PARTITION OF
COMMON PROPERTY**

The undivided share in the common property of the said Development which is appurtenant to each block shall not be separated therefrom and shall pass with the title to the parcel, whether or not separately described. A share in the common property of the said Development appurtenant to a Block cannot be conveyed or encumbered except together with the block. The share in the common property of the said Development appurtenant to each Block shall remain undivided, and the Purchaser hereby undertake(s) that no action for partition of the common property of the said Development or any part thereof shall be instituted by him or his successors-in-title or permitted assigns.

SECTION 8.03 MANAGEMENT CORPORATION

The Purchaser agree(s) that the Management Corporation to be set up, in addition to the powers and duties conferred thereunder, shall be responsible for the enforcement of the covenants and restrictions and the collection of the service charges provided.

**SECTION 8.04 DUTIES OF MANAGEMENT CORPORATION PRIOR TO
FORMATION**

All duties and functions to be performed by the Management Corporation or by the provisions herein contained shall prior to its formation be performed by the Developer or any corporation or manager appointed by the Developer to perform such duties and functions.

**SECTION 8.05 RESTRAINT ON ASSIGNMENT OF ASSETS OF MANAGEMENT
CORPORATION**

No interest or right or undivided share of the Purchaser in the funds and assets of the Management Corporation may be assigned, hypothecated or transferred in any manner except as an appurtenance to the said Block.

SECTION 8.06 TRANSFER OF MONIES

All balance of monies paid by the Purchaser pursuant to this Agreement shall be transferred by the Developer to the Management Corporation upon its formation.

**ARTICLE IX
SERVICE CHARGES**

SECTION 9.01 LIABILITY FOR PAYMENT OF SERVICE CHARGES

- (a) The Purchaser (including his successors-in-title and permitted assigns) hereby agree(s) covenant(s), undertake(s) and declare(s) that the Purchaser shall be liable for all Service Charges falling due while he is beneficial owner of the said Block notwithstanding whether or not he is in occupation of the said Block. In any transfer of the said Block, the transferee shall be jointly and severally liable with the transferor for payment of the Service Charge up to the time of the completion of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee.
- (b) The liability for payment of the Service Charges may not be avoided or disrupted by waiver of the user or enjoyment of all or any of the common property of the said Development or the non-user or abandonment of the said Block for which the Service Maintenance Charges are imposed by the Developer or the Management Corporation, as the case may be.

**SECTION 9.02 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE
DEVELOPER OR THE MANAGEMENT CORPORATION**

Whenever, in the judgment of the Developer, the common property of the said Development, or any part of it, shall require additions, alterations, or improvements, the Developer shall proceed with such additions, alterations or improvements to such common property as it deems fit in its absolute discretion.

**ARTICLE X
MISCELLANEOUS**

**SECTION 10.01 DEVELOPER'S OR MANAGEMENT CORPORATION'S RIGHT TO
IMPOSE ADDITIONAL RULES AND REGULATIONS**

The Developer or the Management Corporation reserves the right to make further rules and regulations whether in addition to the provisions herein or as regards the use and enjoyment of such other facilities not specifically mentioned herein or to amend, vary or repeal such rules and regulations as contained herein as the Developer or the Management Corporation may deem necessary or expedient for the safety, hygiene and comfort of the Purchaser and for preserving the image, character and value of the said Development **PROVIDED ALWAYS** that such rules and regulations shall not be inconsistent with the provisions of the Land (Subsidiary Titles) Enactment 1972.

SECTION 10.02 EFFECTS OF COVENANTS

- (a) The Purchaser further agree(s) and declare(s) that the Purchaser's covenants herein shall in all respects continue to subsist and have full force and effect notwithstanding the transfer of the said Block by the Developer to the Purchaser and the Purchaser's covenants herein shall not be deemed to have merged in the Purchaser's title or be otherwise thereby extinguished except in so far as the same are included and imposed in the Purchaser's title.
- (b) The Purchaser and the Developer or, as the case may be, the Management Corporation shall be governed by and shall comply with the covenants, terms and conditions

contained in this Schedule and the rules and regulations adopted pursuant to these documents and such as may be amended from time to time.

- (c) The covenants, terms and conditions herein contained shall also bind the Purchaser with the other purchasers of the other blocks to observe and perform all the provisions herein to the same extent as if they constitute properly executed agreements.

SECTION 10.03

PURCHASER'S NEGLIGENCE

The Purchaser shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of the Purchaser's family or his or their guest, employees, agents, tenants or lessees, but only to the extent that expense is not made any proceeds of insurance carried by the Developer or the Management Corporation.

SECTION 10.04

PURCHASER'S MAINTENANCE OF THE SAID BLOCK

In the event the Purchaser shall fail to maintain the said Block in the manner herein required, the Developer or the Management Corporation or any other purchaser shall have the right to proceed in a court of law to seek compliance; or the Management Corporation shall have the right to assess the Purchaser of the said Block for the sums necessary to do whatsoever work required to place the Purchaser in compliance herewith, and to collect such sums and have a lien for same as elsewhere provided. In addition, the Developer of the Management Corporation shall have the right, for itself or its employees and agents to enter the said Block and perform the necessary work to enforce compliance with the above provisions.

SECTION 10.05

**DURATION OF CONDITIONS OF SALE, BY-LAWS AND
MUTUAL COVENANTS IN THIS SCHEDULE**

Notwithstanding anything to the contrary contained, the provisions herein contained shall remain in full force right up to the first annual general meeting of the Purchaser, other purchasers and the Developer as regards the unsold blocks wherein the purchasers of the blocks shall decide whether to adopt, amend, add to or repeal the covenants, rules and regulations contained herein.

SECTION 10.06

**APPLICATION OF THE TERMS AND CONDITIONS OF THE
PRINCIPAL AGREEMENT**

Subject to the variation herein contained, the Principal Agreement, being the main agreement, shall remain in full force and effect and shall be read and construed and shall be enforceable as if the terms of this Schedule are inserted therein by way of addition or substitution as the case may be.

SECTION 10.07

WAIVER AND INDULGENCE

No failure or delay on the part of the Developer or the Management Corporation in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Developer or the Management Corporation hereunder upon any default, breach or omission on the part of the Purchaser shall impair any right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence to such default, breach or omission nor shall any action by the Developer or the Management Corporation in respect of any default, breach or omission or any acquiescence to any such default, breach or omission affect or impair any right, power, privilege or remedy of the Developer or the Management Corporation in respect of any other or subsequent default, breach or omission.

SECTION 10.08**TIME BEING ESSENCE OF CONTRACT**

Time shall be the essence of the contract in relation to all the provisions of these bylaws and mutual covenants and in particular to the payment of all monies due from the Purchaser to the Developer or the Management Corporation under this Schedule.

SECTION 10.09**APPLICATION OF LAWS AND JURISDICTION
AND COSTS AND SOLICITORS' FEES**

- (a) These bylaws and mutual covenants shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing this Schedule, the Developer shall be at liberty to institute and take actions or proceedings or otherwise against the Purchaser in Malaysia and/or elsewhere as the Developer or the Management Corporation may deem fit and the parties hereto hereby agree that where any action or proceeding is instituted and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the Courts of the States of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this covenant and the service of any writ of summons or any legal process in respect of any such action or proceedings may be effected on the party concerned by forwarding a copy of the writ of summons, statement of claim or other legal process by prepaid registered post to their respective addresses as indicated herein or in such manner or mode as a court of competent jurisdiction may order or direct.
- (b) In any proceeding arising because of the Purchaser's or the Developer's or the Management Corporation's alleged failure to comply with the requirements of this Schedule, the annexures hereto or the Rules and Regulation adopted pursuant to these provisions, as the same may be amended from time to time by the Developer or the Management Corporation, the prevailing party shall be entitled to recover the costs of the proceeding and solicitor's fees (including appellate counsel's fees) as may be awarded by the court.

SECTION 10.10**COVENANTS RUNNING WITH THE SAID LAND**

All provisions of this Schedule, bylaws and regulations of the Developer or the Management Corporation shall, to the extent applicable and unless otherwise expressly or therein provided to the contrary, be perpetual and be construed to be covenants running with the part of the said Development to which the said Block related and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and enure for the benefit of the Purchaser of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors-in-title and permitted assigns.

SECTION 10.11**BINDING ON SUCCESSORS-IN-TITLE AND
PERMITTED ASSIGNS**

These by-laws and mutual covenants shall be binding upon the successors-in-title and permitted assigns of the Developer and the heirs, personal representatives, successors-in-title and permitted assigns of the Purchaser.

**ARTICLE XI
SINKING FUND****SECTION 11.01****SINKING FUND**

Pending the formation of the Management Corporation, the Purchaser shall pay a contribution to a sinking fund to be established by the Developer (hereinafter referred to as

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

"the Sinking Fund") which shall be utilised solely for the purpose of meeting actual or expected liabilities in respect of, inter alia, the following matters:-

- (a) for painting or repainting of any part of the said Block or the Common Property thereof;
- (b) for the acquisition of suitable assets and equipment for use in relation to the Common Property of the said Block;
- (c) for the renewal or replacement of any fixtures or fittings, capital equipment (i.e. fire-fighting equipment, etc) comprised in the Common Property of the said Block;
- (d) for maintenance and improvement of the Common Property of the said Block deemed necessary by the Developer or its consultants; and
- (f) any other expenditure not being expenditure incurred to be a liability vis-a-vis a purchaser's parcel or for settling any default in payment by a purchaser.

Each payment shall be made within **SEVEN (7) DAYS** of the date of the Developer's notice for such payment **PROVIDED ALWAYS** that vacant possession of the said Parcel has been delivered or has been deemed to have been delivered to the Purchaser. Such payment shall be forthcoming from the Purchaser irrespective of whether or not the Purchaser is or can be in occupation of the said Parcel.

SECTION 11.02 COMPUTATION AND APPORTIONMENT

The certificate of the Developer's accountant or officer shall be conclusive, final and binding on the parties as to the basis of computation and apportionment as between the respective purchasers as well as the amount to be paid by the Purchaser.

SECTION 11.03 INTEREST ON LATE PAYMENTS

If the contribution contained herein shall remain unpaid by the Purchaser at the expiration of the said period of **SEVEN (7) DAYS**, interest on such unpaid contribution shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

SECTION 11.04 MANAGEMENT OF SINKING FUND

Upon the formation of the Management Corporation in accordance with the Land (Subsidiary Title) Enactment 1972, the operation of the Sinking Fund and the rights and liabilities of the Developer under this Schedule shall be taken over by the Management Corporation and the Developer shall be completely discharged from all liabilities, duties and responsibilities under this Schedule.

PURCHASER(S) CONSENT PURSUANT TO CLAUSE 9 HEREINBEFORE MENTIONED

To : Whom it may concern

To : CIMB Bank Berhad
(formerly known as Bumiputra-Commerce Bank Berhad)
Kota Kinabalu
Sabah

Dear Sirs,

RE : CONSENT TO ENCUMBRANCES

I/We the Purchaser(s) of the said Block do hereby irrevocably consent that the Developer may charge or in any way encumber the said Lands provided always that the said Lands shall be free from all encumbrances immediately prior to the delivery of possession of the said Block.

Dated the day of **04 JUL 2007** 200

THE COMMON SEAL of the Purchaser)
SUPREME OPTION SDN. BHD.)
(Company No. 738264-A))
in hereunto affixed in the presence of :-)


.....

DIRECTOR)
Name : WONG KENG MING)
NRIC No. : 810331-12-5911)


.....

DIRECTOR)
Name : WONG SUK LIN)
NRIC No. : 820924-12-6230)

.....
COMMON SEAL