The background of the entire page is an abstract painting. It features a dense, layered texture of brushstrokes in various colors, including deep blues, bright yellows, earthy reds, and muted greens. The overall effect is one of dynamic energy and complex visual information.

THE **EDGE** AUCTION  
SOUTHEAST  
ASIAN ART

SUNDAY, 5 MARCH 2017  
KUALA LUMPUR



THE **EDGE** AUCTION 2017

# SOUTHEAST ASIAN ART

## AUCTION

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### KUALA LUMPUR

5 MARCH 2017 | 1PM

Hilton Kuala Lumpur  
Ballroom A, 3 Jalan Stesen Sentral  
50470, Kuala Lumpur

## PREVIEW

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### KUALA LUMPUR

23 FEBRUARY – 3 MARCH 2017 | 11AM – 7PM

4 MARCH | 11AM – 3PM

The Edge Galerie  
G5-G6 Mont' Kiara Meridin  
19 Jalan Duta Kiara, Mont' Kiara  
50480 Kuala Lumpur

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Supported by



IT DOESN'T TAKE A  
MASTER  
TO APPRECIATE A  
MASTERPIECE.





## IT TAKES PEOPLE LIKE YOU AND ME.

And the true masterpieces are all around us.  
A beautiful concerto, played by the whistling winds.  
Mesmerizing choreography,  
put on by the trees that sway along with them.  
The skies of a hue and form that no maestro could equal.

It is indeed a fine thing to appreciate the  
finer things in life.  
And just like life's journey,  
art is never-ending and everlasting.

## MESSAGE

# INVIGORATING ART

The Edge Auction 2017, the fifth edition of our annual art undertaking, highlights invigorating works by all the top names in Malaysian art in the 118 lots going under the hammer.

Among the modernist works of our revered artists are significant paintings by Latiff Mohidin, Datuk Ibrahim Hussein, Datuk Syed Ahmad Jamal, Yusof Ghani, Jolly Koh, Awang Damit, Datuk Sharifah Fatimah Zubir and Khoo Sui Hoe.

And among the leading contemporary artists, we have major works by Ahmad Zakii Anwar, Jalaini Abu Hassan, Bayu Utomo Radjikin, Ahmad Shukri Mohamed, Zulkifli Yusoff, Chong Siew Ying, Kow Leong Kiang, Shih Yih Yiing and rising star Chong Ai Lei.

Artists making their debut in this auction are Datuk Tang Hon Yin, Riaz Ahmad Jamil, Tang Juey Lee, Askandar Unglehrt, Chee Eng Hong, Ng Woon Lam, Loo Hooi Nam, Teh Siew Joo, Lee Choon Kee, Wan Soon Kam and Koh Teng Huat.

For collectors of artworks by the older generation of distinguished Malaysian artists, we have interesting works by Datuk Tay Hooi Keat, Lee Cheng Yong, Chia Yu Chian, Kuo Ju Ping, Khaw Sia, Tan Choon Ghee and Datuk Tay Mo Leong.

Nanyang-style works in the sale are by artists like Tan Peng Hooi, Cheung Pooi Yip, Tew Nai Tong, Fung Yow Chork, Zhong Pai Mu, Lee Joo For, Yong Look Lam, Alex Leong, Lee Long Looi, Eng Tay and Choo Beng Teong.

For avid collectors of batik art, a selection of museum-quality works are available from the "father of batik painting" Datuk Chuah Thean Teng, his grandson Chuah Seong Hooi, Toya, Ismail Mat Hussin, Seah Kim Joo and Patrick Ng.

Highly collectible art includes that of Khalil Ibrahim, Nik Zainal Abidin Nik Salleh, Datuk Tajuddin Ismail, Peter Liew, Fauzan Omar, Wong Perng Fey, Choy Chun Wei, Calvin Chua,

Anthonie Chong, Kelvin Chap, Raduan Man, Yeoh Kean Thai, Stephen Menon, Simon Ong, Wong Chee Meng and Mohd Hafizullah Saad.

From other parts of Southeast Asia, we have works by notable artists based in Indonesia, such as John van der Sterren, Heri Dono, Agus "Baqu" Purnomo and Josephine Linggar. The works of some of the rising names in Indonesian contemporary art, such as Hadi Marsono, Hendra "Blankon" Priyadhani, Ugy Sugiarto, Hudi Alfa, I Dewa Ngakan Made Ardana and Riki Antoni, are also available for the taking.

Also included in the sale are vibrant paintings by Vietnamese artists Hong Viet Dung and Phuong Quoc Tri as well as Filipino artists Brenda Fajardo and Emmanuel Garibay.

Clearly, growing awareness of fine art in Southeast Asia is influencing the decisions of collectors and buyers, especially at auctions. Despite challenging market conditions, serious buyers and investors still seek the best the market has to offer but within reason. Gimmicks will not work in the long run as art buyers will wise up to the tricks of the trade.

At this juncture, I would like to take the opportunity to announce our partnership with Matrix Concepts, which will be vigorously engaged in our 2017 art programme. With their support, we are able to better organise and share our events with the public, especially discerning art lovers.



HO KAY TAT  
Publisher and CEO  
The Edge Media Group

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**1. TAN CHOON GHEE**

*b. Penang, 1930-2010*  
**MALAY SATAY SELLERS, PENANG**  
 1998  
 9cm x 15cm  
 Ink and watercolour on paper  
 Signed, bottom left  
 Provenance  
 Private Collection, Kuala Lumpur  
 RM1,000 - RM2,000

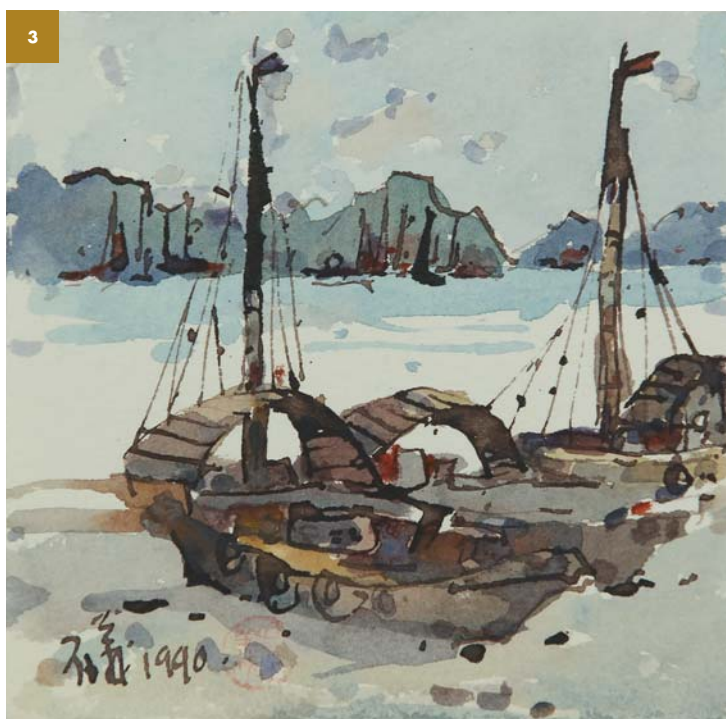
**2. TAN CHOON GHEE**

*b. Penang, 1930-2010*  
**BOATS ALONGSIDE THE CANAL, AMSTERDAM**  
 1992  
 13cm x 19cm  
 Ink and wash on art paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Kuala Lumpur  
 RM1,300 - RM2,700



**3. TAN CHOON GHEE**

*b. Penang, 1930-2010*  
**HONG KONG**  
 1990  
 12cm x 12cm  
 Ink and watercolour on paper  
 Signed, bottom left  
 Provenance  
 Private Collection, Kuala Lumpur  
 RM1,500 - RM3,000



These three artworks were created by the artist for the present owner as a greeting card. Widely admired for his deft landscapes of Penang, Hong Kong and Amsterdam, Tan was commissioned by KLM Royal Dutch Airlines in 1992 to paint a scenery of Holland to be featured in the airline's in-flight magazine to promote additional flights between Kuala Lumpur and Amsterdam. The owner of the three exquisite paintings was a KLM staff member when the two met, which ascertains the provenance.





4

#### 4. ENG TAY

b. Kedah, 1947  
SCENERY II (ED.2 OF 125)

1980  
23.5cm x 57cm

Etching on paper  
Signed, bottom right

Provenance  
Private Collection, Canada

RM1,000 - RM1,500

\* 6% GST will be imposed on the hammer price

#### 5. ENG TAY

b. Kedah, 1947  
A FINE SUNDAY (ED.3 OF 75)

1975  
56cm x 56cm

Etching on paper  
Signed, bottom right

Provenance  
Private Collection, Canada

RM2,000 - RM2,500

\* 6% GST will be imposed on the hammer price



5

#### 6. ENG TAY

b. Kedah, 1947  
SPRING MELODY (ED.83 OF 150)

1989  
51cm x 50cm

Etching on paper  
Signed, bottom right

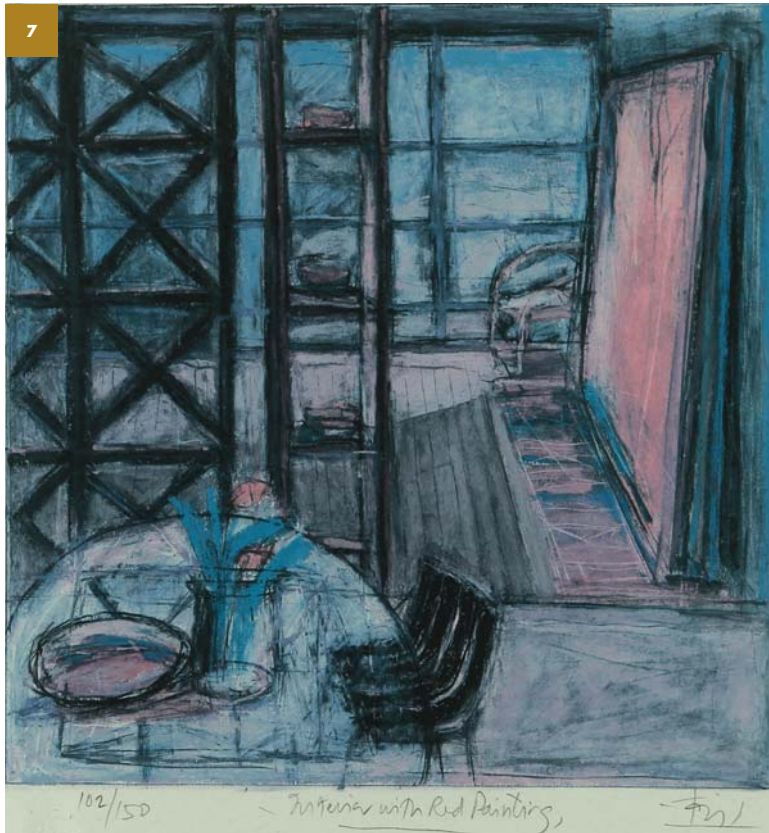
Provenance  
Private Collection, Canada

RM2,000 - RM2,500

\* 6% GST will be imposed on the hammer price



6



**7. TAJUDDIN ISMAIL, DATUK**

*b. Negeri Sembilan, 1949*  
**INTERIOR WITH RED PAINTING**  
 (ED. 102 OF 150)

*Circa 1990s*  
 41cm x 41cm  
 Lithograph on paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Penang  
 RM1,500 - RM3,000

**8. CHEE ENG HONG**

*b. Kedah, 1947*  
**I NEVER LEFT**

2009  
 61cm x 50cm  
 Etching and charcoal on paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Kuala Lumpur  
 RM2,000 - RM3,000

**9. KOH TENG HUAT**

*b. Penang, 1963*  
**TEMPLE**

2014  
 38cm x 28cm  
 Oil on canvas  
 Signed, bottom right  
 Provenance  
 Private Collection, Penang  
 RM1,300 - RM2,000



**10. NG WOON LAM**

*b. Johor, 1971*

**RIALTO BRIDGE, VENICE**

2005

41cm x 51cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Penang

RM1,500 – RM2,500



**11. CHEUNG POOI YIP**

*b. Penang, 1936*

**PENANG SCENE**

2011

47cm x 35cm

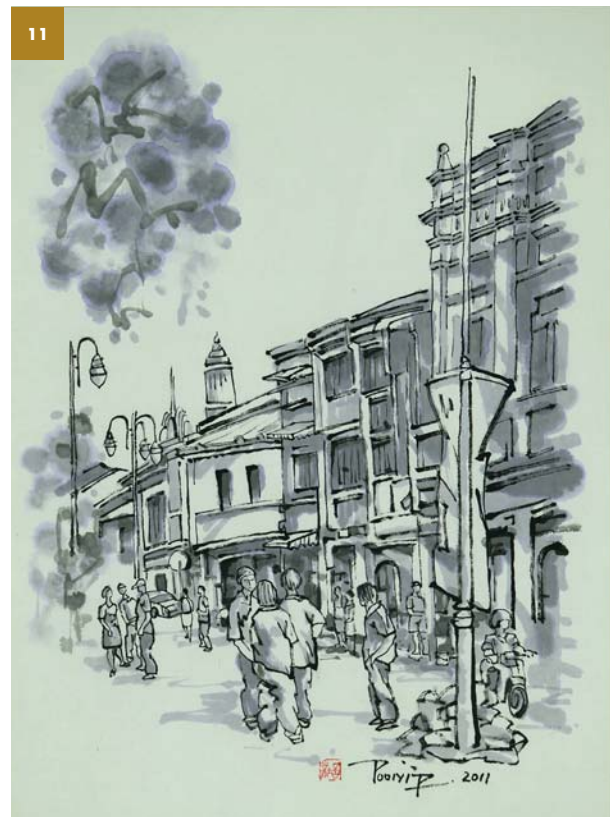
Ink on paper

Signed, bottom right

Provenance

Private Collection, Penang

RM1,100 – RM2,100



**12. CHEUNG POOI YIP**

*b. Penang, 1936*

**LADY**

2002

46cm x 46cm

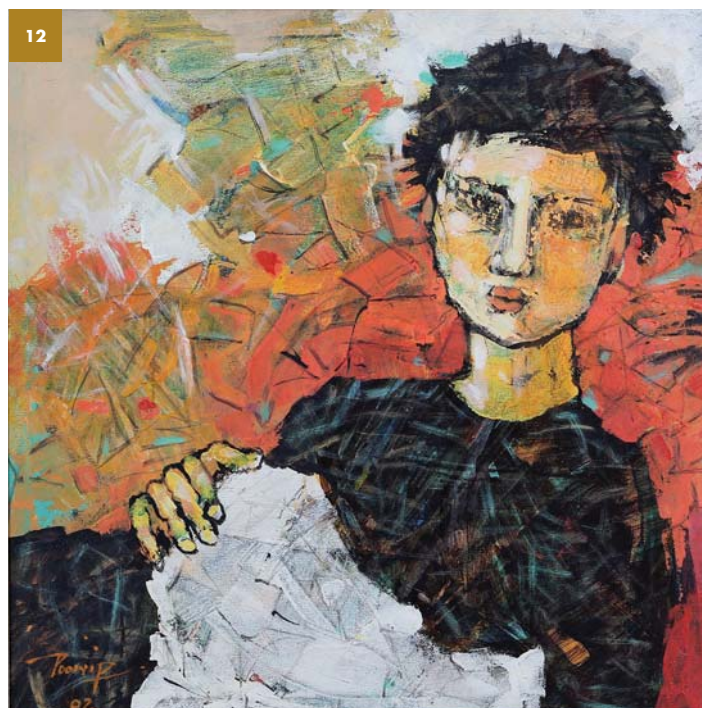
Acrylic on canvas

Signed, bottom left

Provenance

Private Collection, Penang

RM4,000 – RM5,000



Penang Scene and Lady by Cheung demonstrate his versatility as an artist who has been practising his craft for over five decades. He was given a retrospective exhibition by the Penang State Art Gallery in 2014, showcasing more than 70 paintings created since the 1960s.



**13. LOO HOOI NAM**

*b. Kedah, 1965*

**MORNING STIR**

2011

45cm x 33cm

*Oil on canvas*

*Signed, bottom right*

Provenance

Private Collection, Penang

RM1,100 – RM2,100

**14. TAN PENG HOOI**

*b. Penang, 1942*

**MORNING DEW**

2010

38cm x 48cm

*Oil on canvas*

*Signed, bottom right*

Provenance

Private Collection, Penang

RM2,500 – RM3,500

**15. TAN PENG HOOI**

*b. Penang, 1942*

**NO PROBLEM**

2009

38cm x 43.5cm

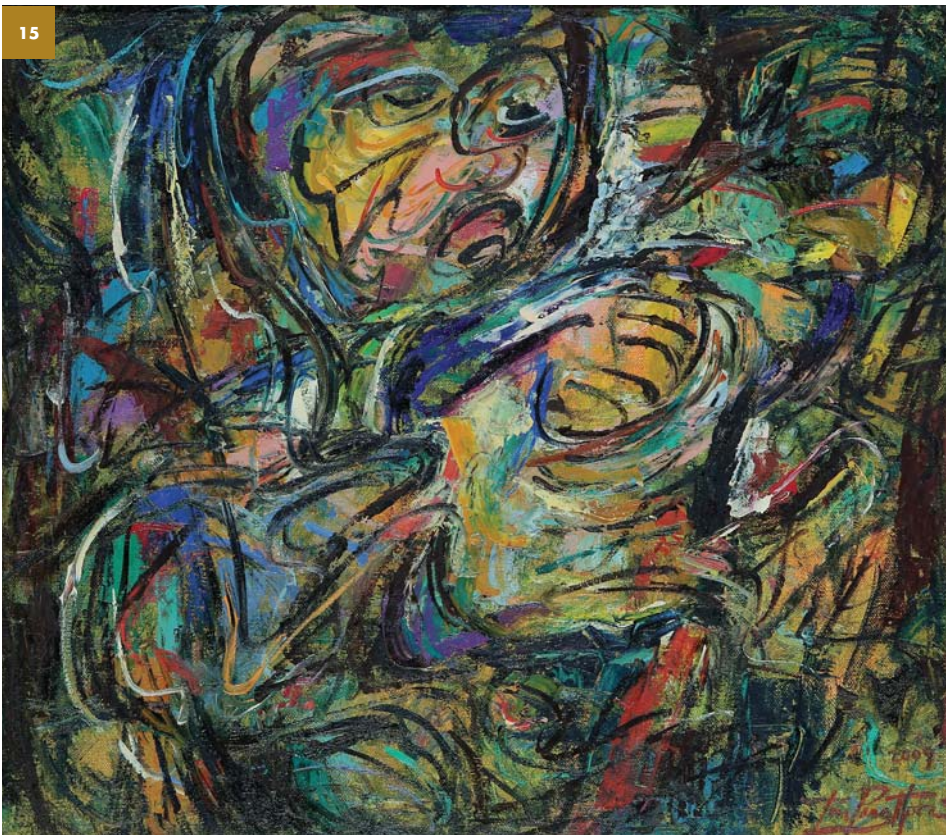
*Oil on canvas*

*Signed, bottom right*

Provenance

Private Collection, Penang

RM2,500 – RM3,500



16



**16. CHOO BENG TEONG**

*b. Penang, 1966*  
**OLIVE-VENTED, PHILIPS ROAD**  
 2013  
 38cm x 28cm, each (Set of 3)  
 Watercolour on paper  
 Signed, bottom left  
 Provenance  
 Private Collection, Penang  
 RM2,000 – RM5,000

17



**17. TEH SIEW JOO**

*b. Penang, 1930*  
**ROSES**  
 Circa 2000  
 69cm x 54cm  
 Watercolour on paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Penang  
 RM2,800 – RM3,200



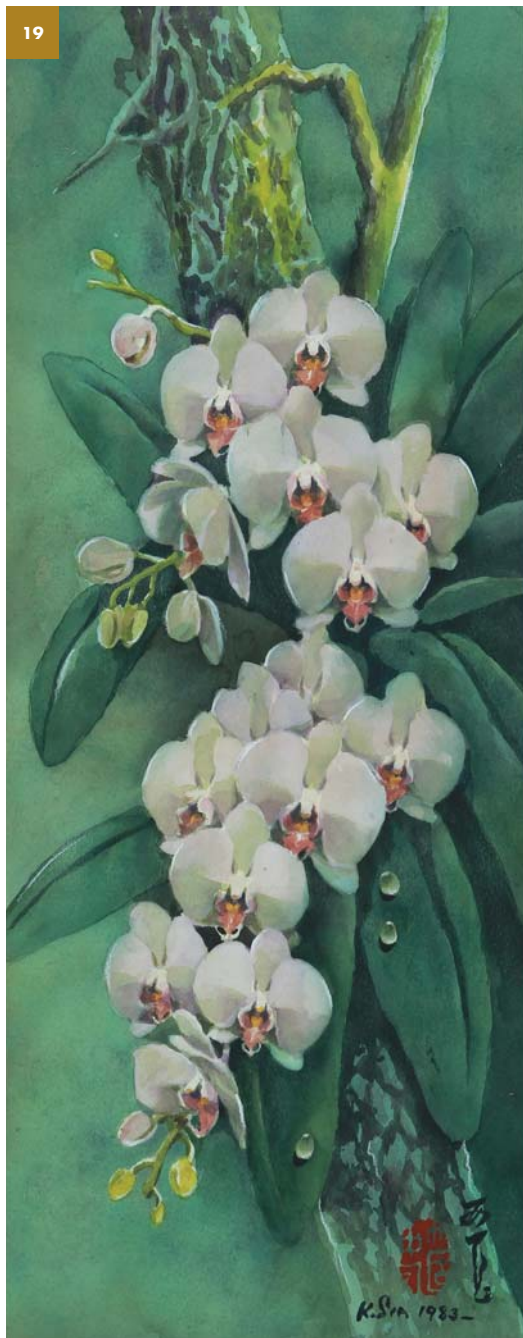
**18. KUO JU PING**

*b. China, 1908-1962*  
**RUBBER ESTATE**  
 Circa 1960s  
 30cm x 21cm  
 Watercolour on paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Kuala Lumpur  
 RM2,500 – RM4,000

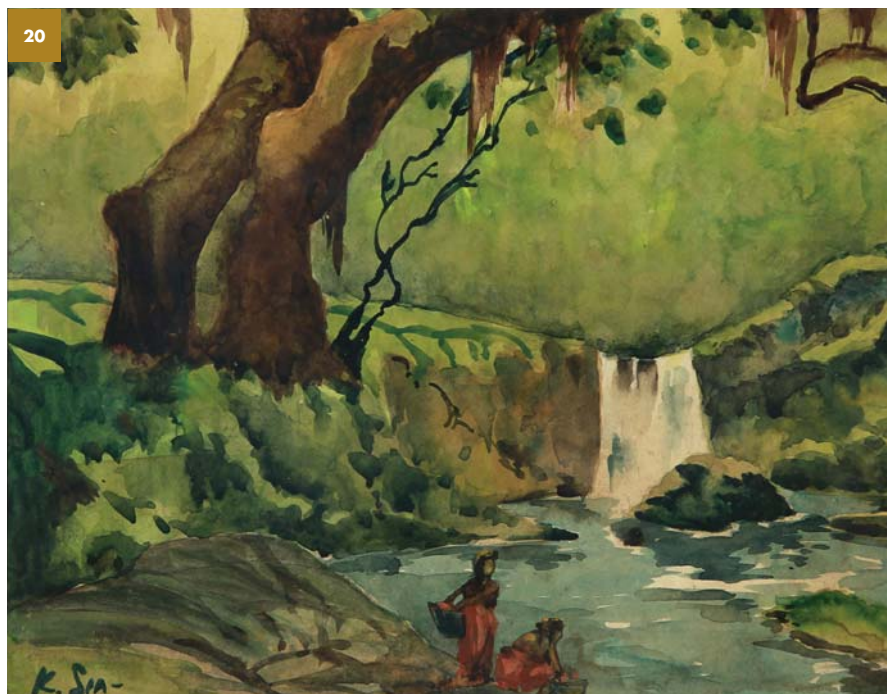
18



Sourced from the private collection of an esteemed corporation, this artwork is Kuo's rendition of a rubber estate.



19



20

**19. KHAW SIA**

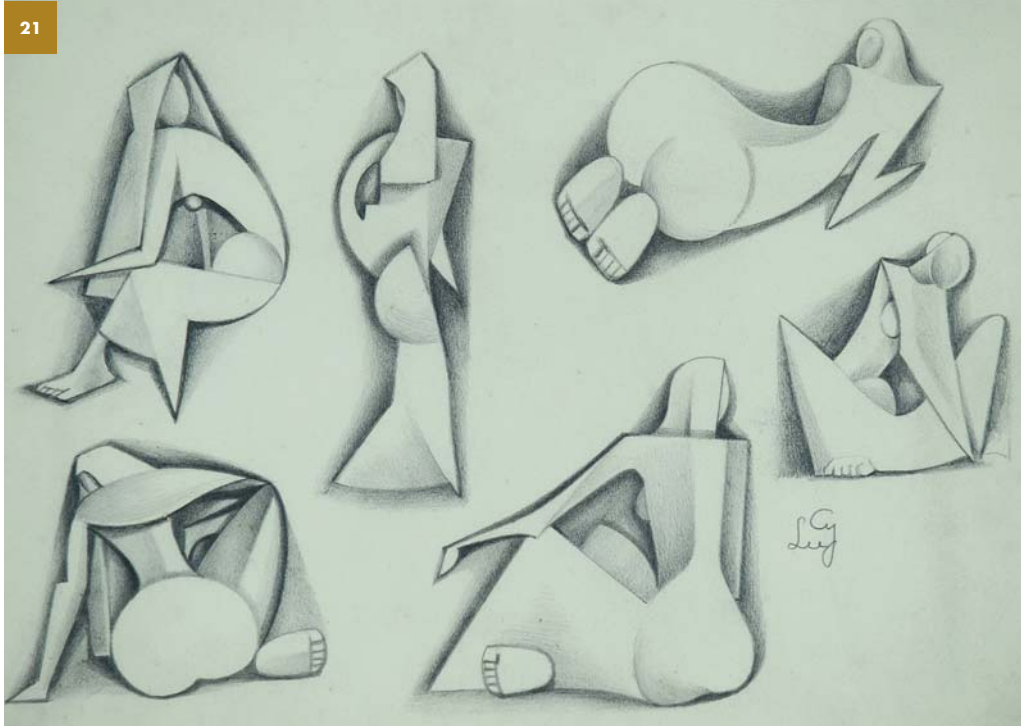
*b. China, 1913-1984*  
**ORCHIDS & DEWDROPS**  
 1983  
 65cm x 26cm  
 Watercolour on paper  
 Signed, bottom right  
 Provenance  
 Private Collection, Penang  
 RM8,000 – RM10,000

Khaw Sia was enrolled at Sin Hua Art Academy, Shanghai, between 1927 and 1932. On offer here are two varied styles he was known for besides still life and portraiture – orchids (he was a member of the American Orchid Society and an avid orchid cultivator) and a scenic landscape.

**20. KHAW SIA**

*b. China, 1913-1984*  
**WASHING BY THE RIVER**  
 Circa 1940s  
 28cm x 35cm  
 Watercolour on paper  
 Signed, bottom left  
 Provenance  
 Private Collection, Penang  
 RM6,000 – RM9,000

21



### 21. LEE CHENG YONG

b. China, 1913-1974

#### SIX FIGURES

Circa 1950s

27cm x 37cm

Pencil on paper

Signed, bottom right

Provenance

Private Collection, Penang

Literature

Illustrated in *Lee Cheng Yong,*

*Retrospective*, Penang State Art Gallery,

1996, Page 40

RM3,000 – RM5,000

### 22. LEE CHENG YONG

b. China, 1913-1974

#### BUST OF A MAN

Circa 1950s

24cm x 9cm x 13cm

Plaster of Paris

Provenance

Private Collection, Penang

RM5,000 – RM8,000

22



The work above is one of two studies of six abstract female figures illustrated in Lee's retrospective exhibition catalogue. According to the current owner, *Bust of a Man* is a sculpture of the artist's father and was produced with another piece, which is said to be in the collection of an art institution in Singapore.



**23. TEW NAI TONG**

*b. Selangor, 1936-2013*

**LADY AND FLOWERS**

1992

30cm x 30cm

Oil on canvas

Signed, top left

Provenance

Private Collection, Penang

RM3,000 – RM6,000

**24. TEW NAI TONG**

*b. Selangor, 1936-2013*

**LANDSCAPE**

1988

37cm x 45cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM4,000 – RM6,000

These two artworks by Tew embody his characteristic styles. *Lady and Flowers* features his stylistic rendition of a female figure with "phoenix eyes" painted in the manner of Cubism while *Landscape* depicts stilt houses by the river executed in an Impressionist's manner.





**25. FUNG YOW CHORK**

*b. China, 1918-2013*

**CITYSCAPE**

1995

55cm x 60cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Penang

RM4,000 – RM6,000

**26. ZHONG PAI MU**

*b. Perak, 1911*

**KAMPUNG HOUSE**

1951

39cm x 50cm

Oil on board

Signed, bottom left

Provenance

Private Collection, Penang

RM7,000 – RM9,000





**27. LEE JOO FOR**

*b. Penang, 1929*

**ABSTRACT**

1994

40cm x 62cm

Chinese ink on paper

Signed, bottom right

Provenance

Private Collection, Penang

RM3,000 – RM5,000

**28. LEE CHOON KEE**

*b. Singapore, 1944*

**KEK LOK SI TEMPLE**

1998

40cm x 49.5cm

Watercolour on paper

Signed, bottom left

Provenance

Private Collection, Penang

RM4,500 – RM5,500

29



**29. ALEX LEONG**

*b. Penang, 1969*

**CAMPBELL STREET, TONG CHIT TANG**

同濟堂

2015

39cm x 74cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Penang

RM4,000 – RM6,000

**30. YONG LOOK LAM**

*b. Selangor, 1962*

**MELAKA RIVER II**

2009

38cm x 38cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Penang

RM4,000 – RM5,000

30



31



32



**31. YONG LOOK LAM**

*b. Selangor, 1962*

**RIVER SCENE**

1994

76cm x 106cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM10,000

**32. WAN SOON KAM**

*b. Singapore, 1943*

**CAVENAGH BRIDGE**

2000

72cm x 52cm

Mixed media on paper

Signed, bottom

Provenance

Private Collection, Penang

RM8,000 – RM10,000

**33. TANG JUEY LEE**

*b. Johor, 1953*

**WHISPER**

2016

45cm x 65cm

*Acrylic on rice paper*

*Signed, bottom right*

Provenance

Private Collection, Johor

**RM8,800 - RM10,000**



### 34. TANG JUEY LEE

b. Johor, 1953

ANIMATED

2016

88cm x 68cm

Acrylic on rice paper

Signed, bottom right

Provenance

Private Collection, Johor

RM14,000 - RM16,000

In 1974, Tang Juey Lee enrolled at the Nanyang Academy of Fine Arts in Singapore (Nafa) where he studied for three years.

Chinese painting was part of his diploma course. The meticulous style of ink painting that emphasises fine brushwork became an integral part of Tang's artistic oeuvre. His attention to detail and the delicate nature of his watercolour and acrylic paintings have earned him a loyal following of collectors in Singapore.

Tang staged his first exhibition six months after he graduated from Nafa and has since then regularly participated in solo and group shows

all over the world, but especially in Singapore. However, he has yet to hold a solo show in Kuala Lumpur.

In 1984, his orchid painting was selected by the Singapore Tourist Promotion Board to be part of the *Singapore Orchid Affair* promotion in Melbourne, Australia. Tang returned to Johor Baru in 1991 and founded the Raphael Academy of Art where he taught art until 1998.

His work can be found in the collections of many individuals and corporations, including the Royal Collection of Saudi Arabia, Singapore Art Museum and Singapore Changi Airport.



35

### 35. TAY HOUI KEAT, DATUK

b. Penang, 1910 –1989

LANDSCAPE

1962

37cm x 29cm

Ink on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM13,000 – RM15,000

On offer is an ink on paper dated 1962 that highlight the perspective of a stairway leading up to a temple. Tay was the founding honorary treasurer of the Penang Chinese Art Club in 1936. From 1964 to 1989, he held the post of chairman of Penang Museum's Art Gallery.

### 36. ASKANDAR UNGLEHRT

b. Germany, 1943

IS ART A GOOD INVESTMENT?

1996

27cm x 22cm

Acrylic and collage on magazine print

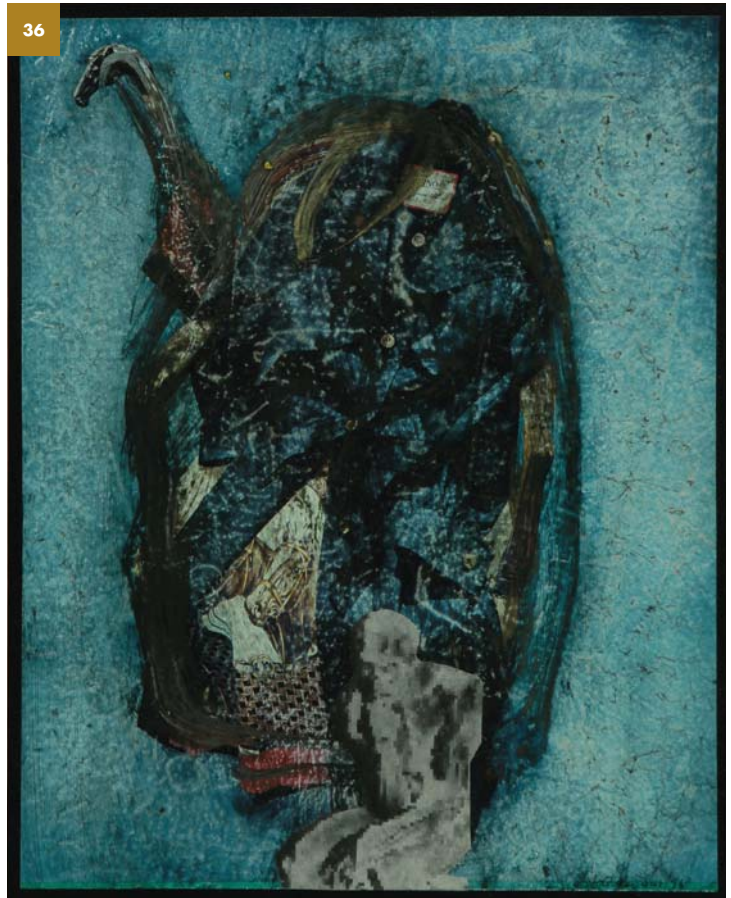
Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM1,200 – RM2,000

Trained as a linguist with a PhD at Sorbonne University in Paris, Unglehart translated Latiff Mohidin's *Early Poems* into German and had them published by Horlemann Publishers in 2004. His solo exhibitions include Ravensburg, Germany (Gallery Wonchenblatt), in 1984 and Switzerland in 1985, Kuala Lumpur at Rupa Gallery in 1988 and at Valentine Willie Fine Art in 1997 as well as two exhibitions at The Art Gallery Penang in 1998 and 2001.



36

37



38







### 39. KELVIN CHAP

*b. Indonesia, 1975*

TRADITIONAL AGAINST MODERNISM  
SUB-CULTURE SERIES NO.10

2004

61cm x 46cm

Acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM2,000 – RM4,000

### 40. YEOH KEAN THAI

*b. Penang, 1966*

SAVIOUR OF DISASTER

1992

72cm x 53cm

Mixed media on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM3,000 – RM5,000

### 37. KHALIL IBRAHIM

*b. Kelantan, 1934*

FISHER FOLK SERIES

1991

22cm x 40cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM15,000

### 38. KHALIL IBRAHIM

*b. Kelantan, 1934*

FISHER FOLK SERIES

1991

22cm x 40cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM15,000

A classic Khalil Ibrahim theme, the *Fisher Folk Series* typically illustrates a group of men from the fishing community on the east coast of Peninsular Malaysia going about their daily chores.



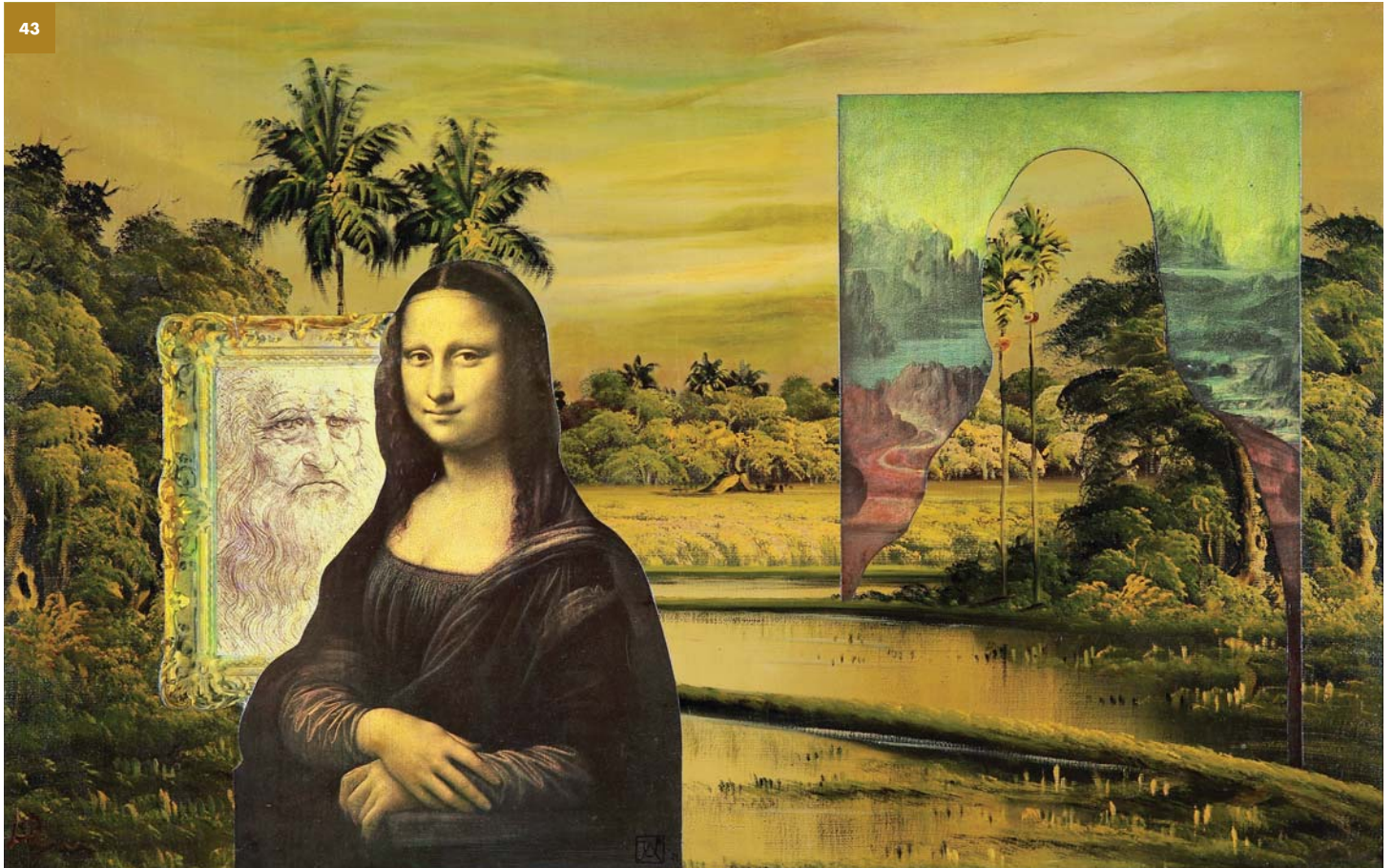
41



42



... Berg 1999



#### 41. WONG CHEE MENG

b. Perak, 1975

ABSTRACT

1996

45cm x 69cm

Acrylic on paper

Signed, bottom right

Provenance

Private Collection, Penang

RM2,500 – RM3,500

#### 42. WONG PERNG FEY

b. Kuala Lumpur, 1974

ABSTRACT

1999

26cm x 35cm

Oil and charcoal on collage

Signed, bottom right

Provenance

Private Collection, Penang

RM3,000 – RM5,000

#### 43. ASKANDAR UNGLEHRT

b. Germany, 1943

HE NEVER TALKED TO HER AGAIN

1989

57cm x 91cm

Mixed media on canvas laid on board

Signed, lower centre

Provenance

Private Collection, Penang

RM5,000 – RM8,000

Retitled *He Never Talked to Her Again* by the artist, this witty, mixed media painting reimagines Leonardo da Vinci's response after Mona Lisa leaves his painting to coexist in an exotic landscape.

44



**44. MOHD HAFIZULLAH SAAD**

*b. Kelantan, 1980*

**SERAMA SERIES 'VOLUME 2'**

2005

105cm x 105cm

*Oil on canvas*

*Signed, bottom right*

Provenance

Private Collection, Kuala Lumpur

**RM3,000 – RM5,000**

**45. SIMON ONG**

*b. Perak, 1968*

**SAREE XI**

2000

92cm x 92cm

*Acrylic on canvas*

*Signed, bottom left*

Provenance

Private Collection, Kuala Lumpur

**RM3,900 – RM4,900**

45



**46. STEPHEN MENON**

*b. Pahang, 1972*

THE MAO GOSPEL SERIES  
SOUNDTRACK ALBUM COVER

2013

75cm, diameter

Mixed media on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM4,500 – RM5,500

46



**47. LEE LONG LOOI**

*b. Kedah, 1942*

UNTITLED

1986

32cm x 57cm

Pastel on paper

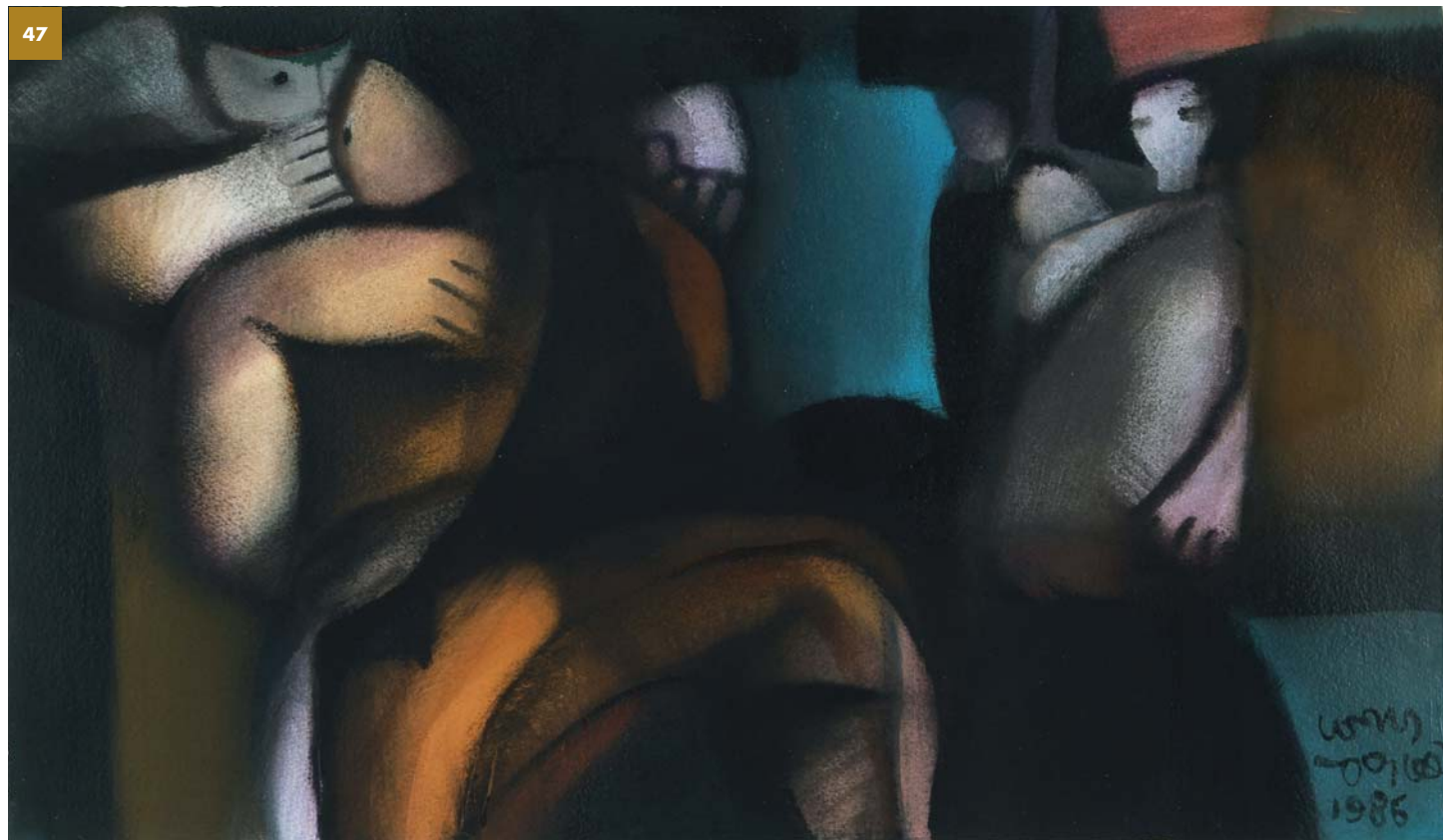
Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM5,000 – RM8,000

47



48



**48. KHALIL IBRAHIM**

*b. Kelantan, 1934*

**FISHER FOLK SERIES**

1991

22cm x 40cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM15,000

49



**49. KHALIL IBRAHIM**

*b. Kelantan, 1934*

**FISHER FOLK SERIES**

1991

22cm x 40cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM15,000

Khalil, who obtained a National Diploma of Design in Fine Arts from the prestigious St. Martin's School of Art and Design in London in 1964 (post-graduate study in 1965), has been a professional artist since 1966.



### 50. SEAH KIM JOO

*b. Singapore, 1939*

#### DISINTEGRATION

1989

58cm x 43cm

Batik

*Signed, bottom left*

Provenance

Private Collection, Kuala Lumpur

RM3,500 – RM5,000

Born in Singapore in 1939 and raised in Terengganu, Seah became known for his use of the dye-and-resist batik technique after he won the first prize for two consecutive years in the Malayan Federation Open Art Competition in the 1950s. This batik piece is a rare modernist work compared with his typical compositions.

### 51. TAY MO LEONG, DATUK

*b. Penang, 1939*

#### OFFERING GIRL

2005

91cm x 60cm

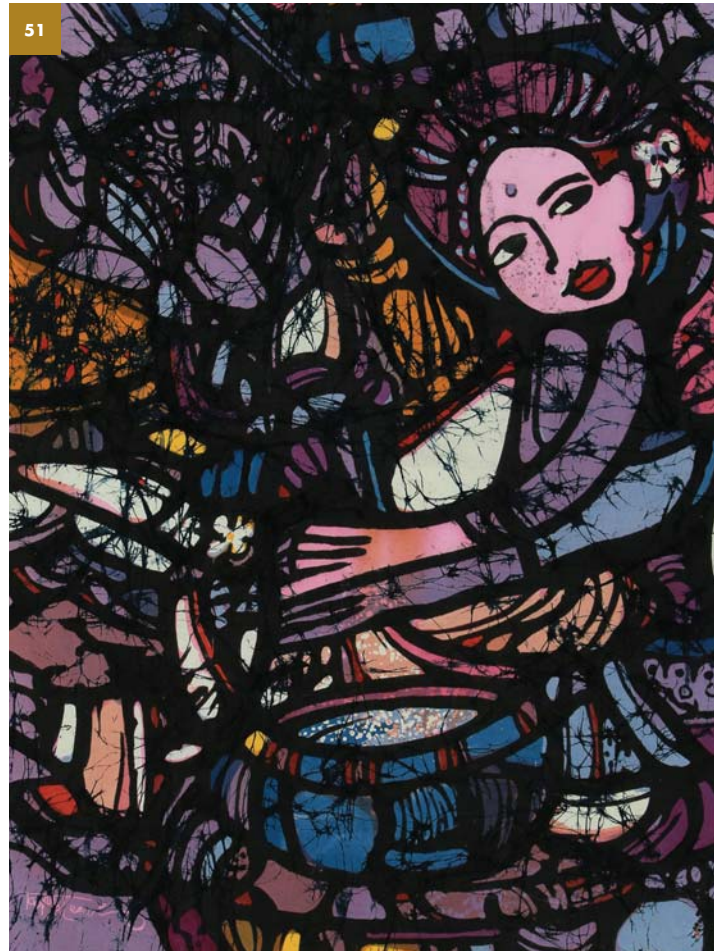
Batik

*Signed, bottom left*

Provenance

Private Collection, Penang

RM8,000 – RM10,000





Tay has been actively producing artworks for over five decades now, specialising in watercolour and batik paintings. Bali has been an inspirational destination for the artist since 1972, thus he excels in rendering Balinese traditional dancers and customs, such as the artworks on offer.

## 52. TAY MO LEONG, DATUK

*b. Penang, 1939*

**MALIK**

1986

75cm x 55cm

*Watercolour on paper*

*Signed, bottom right*

Provenance

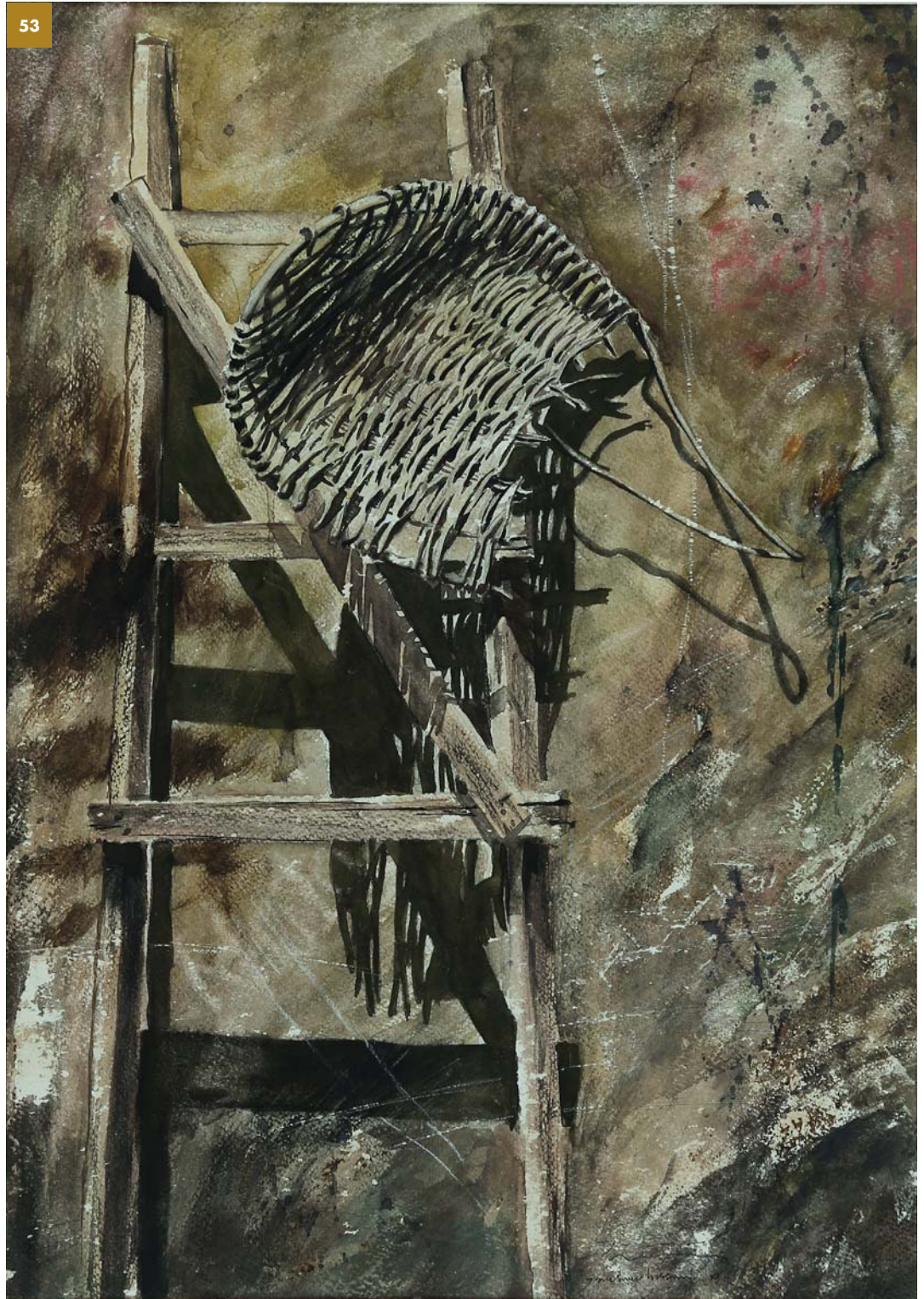
Private Collection, Penang

Literature

Illustrated in *Tay Mo-Leong Retrospective*,  
Penang State Museum & Art Gallery,  
2009, Page 123

RM12,000 – RM15,000





### 53. JALAINI ABU HASSAN

*b. Selangor, 1963*

**ALAM BENDA**

1983

50cm x 35cm

Watercolour on paper

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM9,000 – RM15,000

Jalaini's early work, *Alam Benda*, illustrates his meticulousness as a student rendering still-life objects when the work was created in 1983. The artist is considered one of the early adopters of bitumen in his artistic oeuvre. The discovery of this alternative medium occurred during his student days in New York in the 1990s. According to the artist, it is interesting to note the similarity of the colour tone in this work and his recent work such as *Dolah Ayam* (lot 95). His attraction to sepia-toned effects seems to have been subconsciously instilled from the treatment of colour in *Alam Benda*. *Dolah Ayam*, among a string of his other works, is executed in bitumen and acrylic.



54a



54b

**54. SHARIFAH  
FATIMAH ZUBIR, DATUK**

*b. Kedah, 1948*

*a. IMAGE 6*

2010

39cm x 29cm

*Acrylic on paper*

*Signed, on reverse*

Provenance

Private Collection, Selangor

*b. IMAGE 7*

2010

39cm x 29cm

*Acrylic on paper*

*Signed, on reverse*

Provenance

Private Collection, Selangor

RM4,000 – RM6,000 (SET OF 2)

**55. SHARIFAH  
FATIMAH ZUBIR, DATUK**

*b. Kedah, 1948*

**a. IMAGE 8**

2010

39cm x 29cm

*Acrylic on paper*

*Signed, on reverse*

Provenance

Private Collection, Selangor

**b. RASA: KESUMA ADIKARA 5**

2010

39cm x 29cm

*Acrylic on paper*

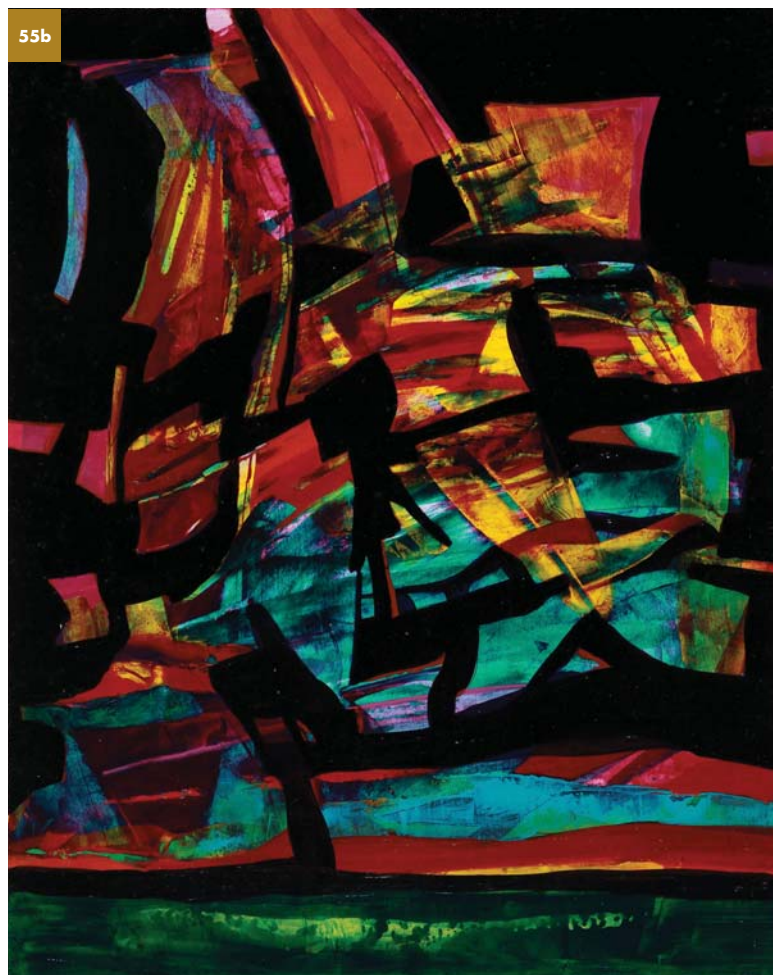
*Signed, on reverse*

Provenance

Private Collection, Selangor

**RM4,000 – RM6,000 (SET OF 2)**

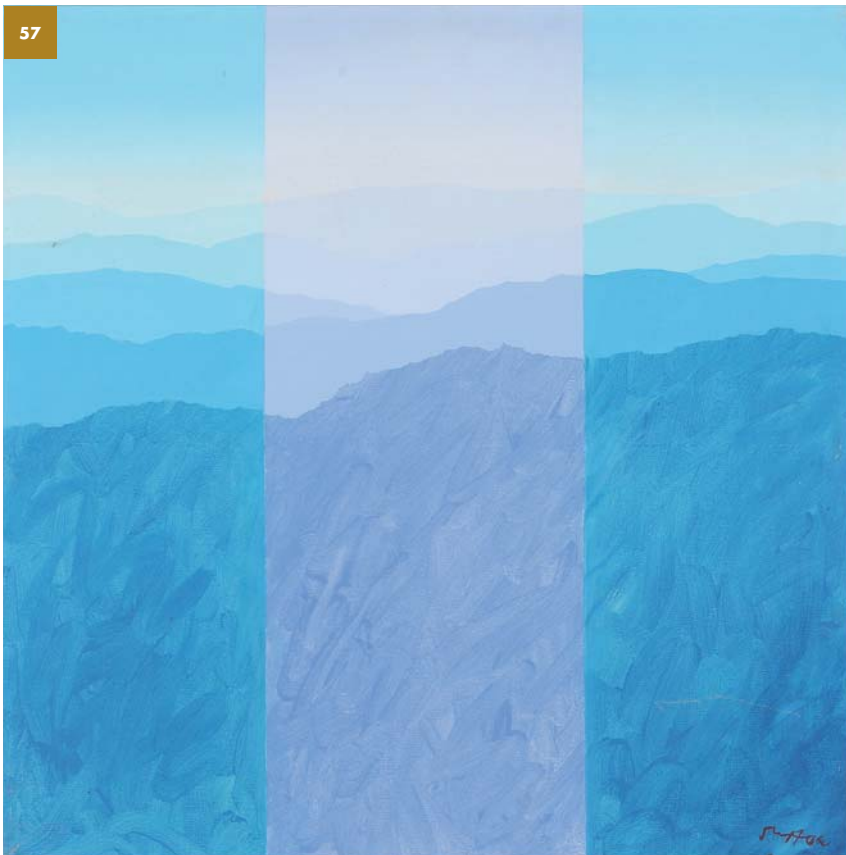
Offered as a pair, these abstract paintings on paper by Sharifah illustrate the lyrical painter's signature layering of colours in the background, comprising red, yellow, blue and green, with a white finish in *Image 6, 7, 8* and black foreground in *Rasa: Kesuma Adikara 5*.



56



57



**56. KHOO SUI HOE**

*b. Kedah, 1939*

**CAMERON LANDSCAPE I**

*Circa 1980s-1990s*

*54.5cm x 54cm*

*Oil on canvas laid on board*

*Signed, bottom right*

Provenance

Private Collection, Penang

**RM5,000 – RM8,000**

**57. KHOO SUI HOE**

*b. Kedah, 1939*

**CAMERON LANDSCAPE II**

*Circa 1980s-1990s*

*54.5cm x 54cm*

*Oil on canvas laid on board*

*Signed, bottom right*

Provenance

Private Collection, Penang

**RM5,000 – RM8,000**



**58. AHMAD ZAKII ANWAR**

*b. Johor, 1955*

**LEGONG 5 & 7 (SET OF 2)**

2004

27cm x 18cm

*Ink and watercolour on paper*

*Signed, bottom*

Provenance

Private Collection, Kuala Lumpur

RM7,500 – RM10,000

One of Zakii's sought-after series, the Balinese dancers, *Legong 5* and *Legong 7*, are being offered by the current owner as a pair. The paintings capture the delicate movements of the traditional dancers executed in instantaneous lines.

59



### 59. ZULKIFLI YUSOFF

b. Kedah, 1962

#### AHMAD AND HIS SHADOW III

1996

75cm x 55cm

Charcoal on paper

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

RM6,000 – RM8,000

A unique artwork by Zulkifli in this sale, *Ahmad and His Shadow III*, is derived from the artist's humorous Ahmad series – poking fun at his subject matter – the artist's former colleague.

### 60. RIAZ AHMAD JAMIL

b. Perak, 1963

#### SIMBOL ALAM

2014

84cm x 92cm

Oil on canvas

Signed, bottom right

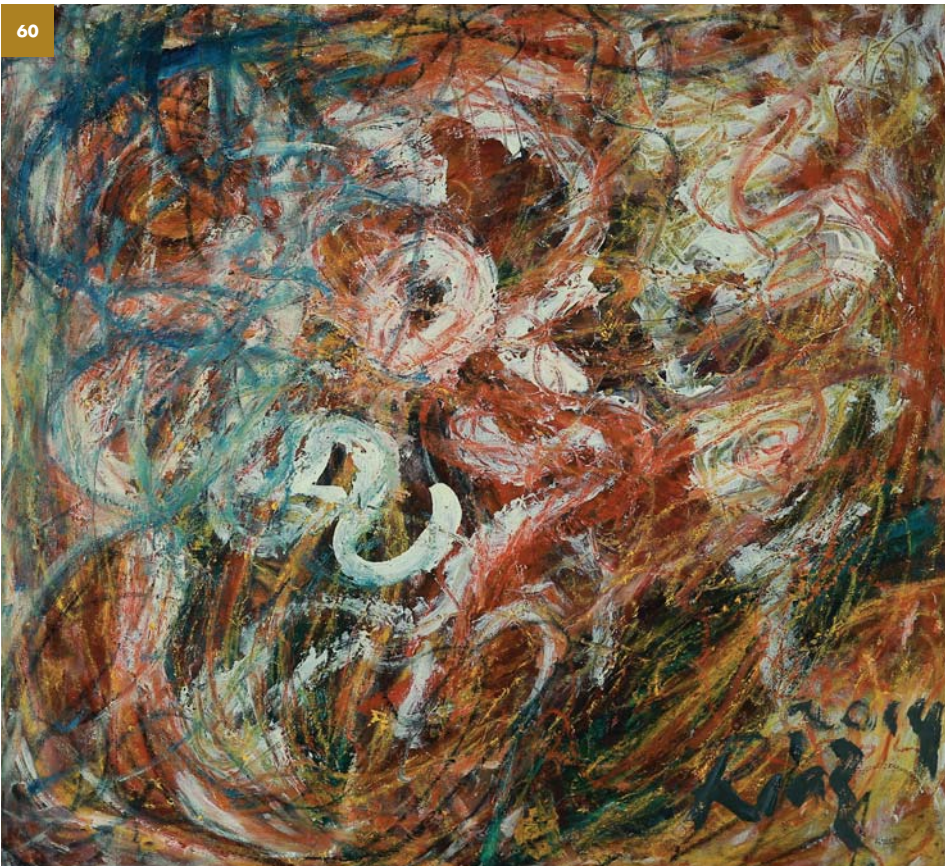
Provenance

Private Collection, Kuala Lumpur

RM3,800 – RM5,000

A graduate of the MARA Institute of Technology (now UiTM), Riaz received a Diploma in Art and Design in 1986. In the same year, he won an award at the fourth Asean Youth Painting Workshop and Exhibition in Manila, the Philippines. He has participated in numerous exhibitions since 1983 and presented his solo exhibition entitled *Over the Time at Space 2324*, Goethe Institute, Kuala Lumpur, in 2000. In 2001, he participated in a print exhibition entitled *Standard Format* in Paris, France, followed by a group show entitled *Bara Hati Bahang Jiwa: Expression and Expressionism in Contemporary Malaysian Art* at National Art Gallery, Kuala Lumpur, in 2002. This is the first time his remarkable work is appearing in an auction.

60



**61. AHMAD SHUKRI  
MOHAMED**

*b. Kelantan, 1969*

**BARCODE SERIES 10**

1997

24cm x 25cm

Mixed media on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM4,000 – RM7,000

**62. AHMAD SHUKRI  
MOHAMED**

*b. Kelantan, 1969*

**BARCODE SERIES 11**

1997

24cm x 25cm

Mixed media on canvas

Signed, bottom right

Provenance

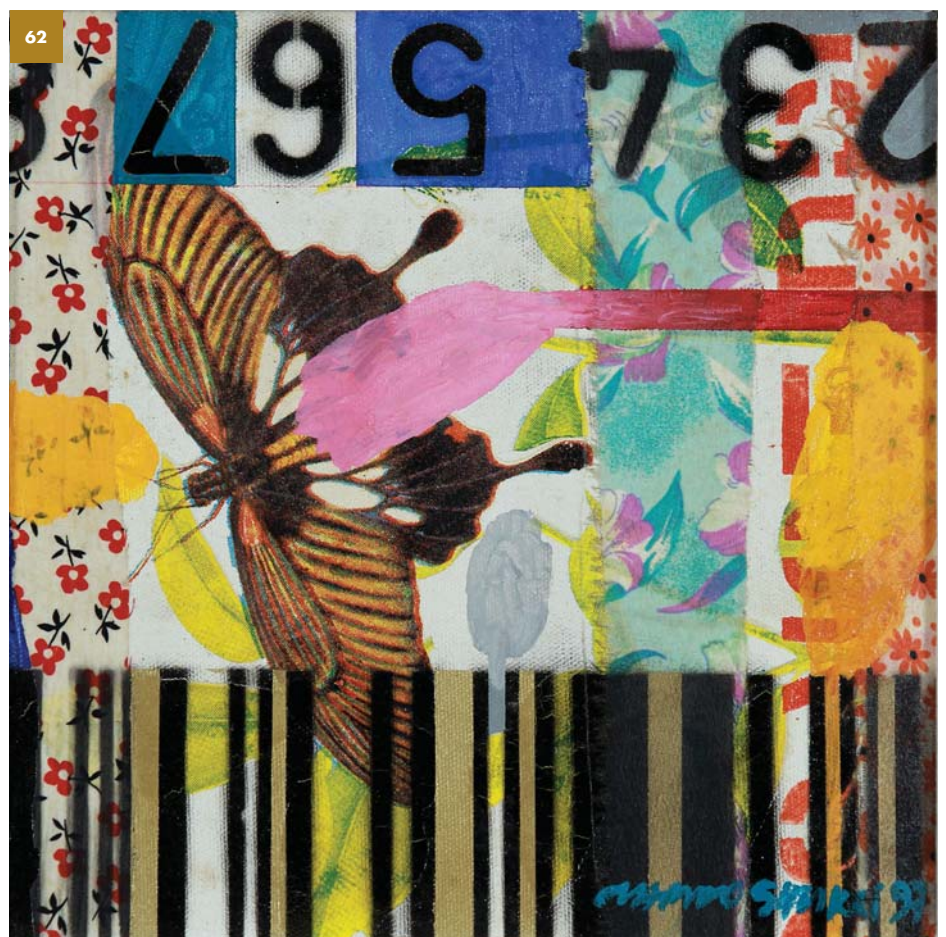
Private Collection, Kuala Lumpur

RM4,000 – RM7,000



61

Shukri employs butterflies and insects to represent nature in his creative oeuvre as a symbol of freedom, beauty and harmony. It is an expression of the natural elements that surround human beings and other living things. The artist has always been concerned about the environment and its exploitation, especially challenges that stem from human greed.



62



63

**63. FAUZAN OMAR**

*b. Kelantan, 1951*

**LUMINOSITY SERIES**

*Circa 1990s*

*51cm x 245cm*

*Fabric collage and oil on canvas*

Provenance

Private Collection, Selangor

**RM7,000 – RM10,000**

Fauzan made the headlines in the late 1980s and throughout 1990s with his distinctive *Layer* and *Luminosity* series. It is a warning about the decay of nature and global warming, for which Fauzan meticulously cut, painted and adhered pieces of floral-shaped canvas fabric onto canvas, thus creating a large-scale fabric collage of a blossoming garden rich in texture and colour. He mentored Ahmad Shukri Mohamed in the 1990s.

A solo exhibition was held at the Australian High Commission in Kuala Lumpur in November 1990 and in the catalogue, Wong Hoy Cheong – who participated in the 50th Venice Biennale in 2003 – wrote: “They left me an indelible impression – I was at once repulsed and mesmerised. These paintings compelled me to reconsider my earlier opinions. They were hardly formal. They appeared provocative and [too] serious to be dismissed. I needed and wanted to see more.”

Ismail Zain expressed his thoughts on Fauzan's work in the catalogue, writing: “My feeling is when the dust of demystification finally settled on Abstract Expressionism and its derivatives in this country, some of Fauzan's works, especially his latest, will emerge as the most significant works to appear at this point in time.”

Fauzan obtained his Master's degree in Fine Art from the Maryland Institute College of Art in Baltimore, the US, in 1984.

**Literature**

**Recent Paintings by Fauzan Omar, 6–13 November 1990, Australian High Commission Kuala Lumpur, Kuala Lumpur.**





**64. PETER LIEW**

*b. Perak 1955*

**STILL LIFE**

2005

76cm x 61cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

RM8,000 – RM10,000

Known for his thick, impasto technique, Liew's subject matter is typically landscapes, buildings and, of late, figures and portraits. But this rare still-life depicts a vase of flowers executed in the Impressionist's manner.





**65. ANTHONIE CHONG**

*b. Perak, 1971*

**SEATED NUDE FIGURE**

1995

122cm x 91cm

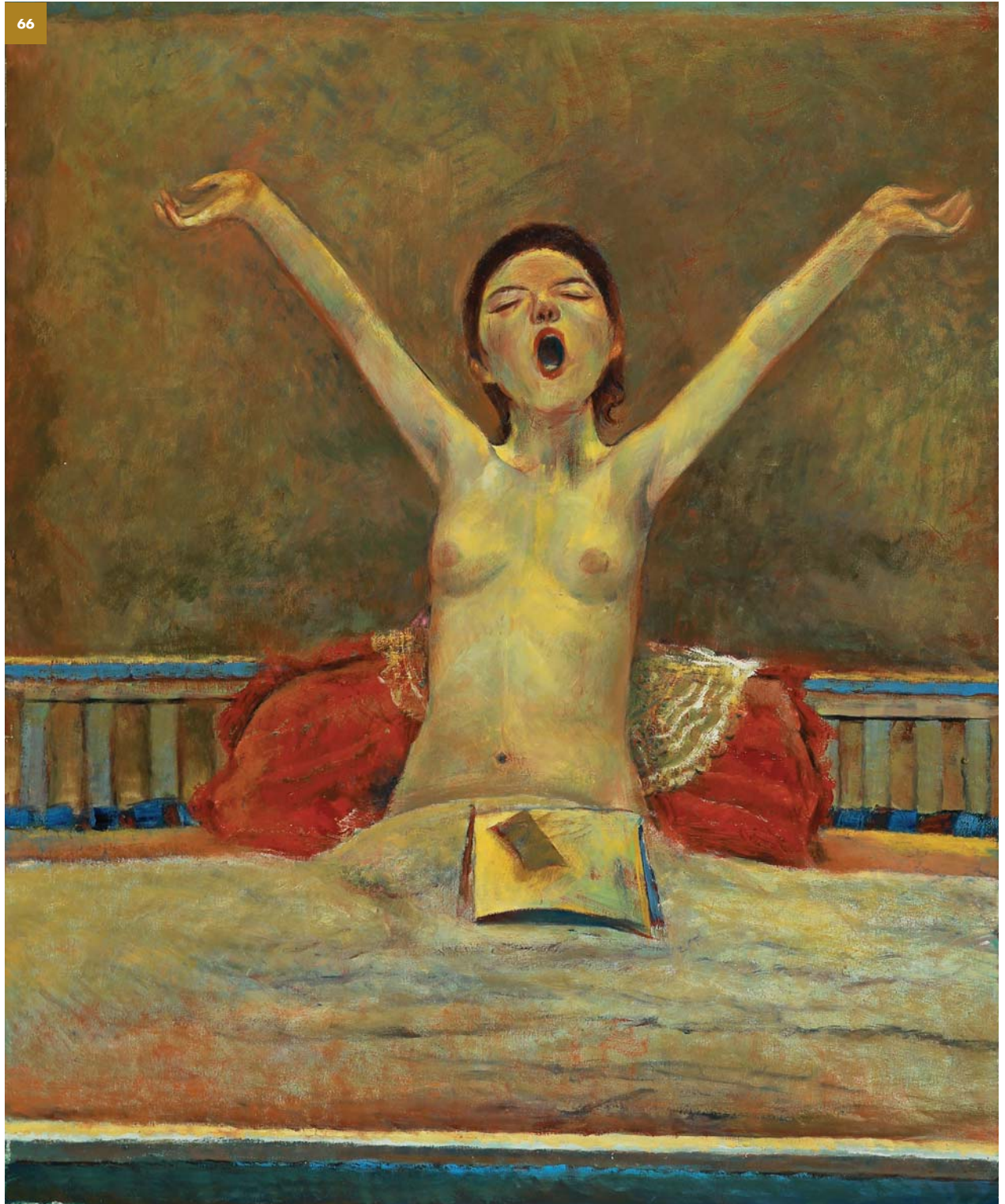
*Oil on canvas laid on board*

*Signed, bottom right*

Provenance

Private Collection, Penang

RM9,000 – RM15,000



*Seated Nude Figure* (1995) and *Morning* (1998) by Chong were conceived during the artist's most inspired period in figurative paintings. Lot 65 depicts a nude male figure – perhaps a self-portrait – sitting on a chair with one leg resting on a round footstool. Lot 66 illustrates a young girl sitting partially nude on a bed in a stretching position with her hands lifted upwards to suggest that she has just awoken from sleep. *Morning* is executed in a warm and saturated colour palette, such as red, orange and yellow, in contrast to *Seated Nude Figure*, which has a dark and moody colour scheme.

#### 66. ANTHONIE CHONG

*b. Perak, 1971*

#### MORNING

1998

127cm x 105cm

Oil on canvas

Signed, back of painting

Provenance

Private Collection, Selangor

RM14,000 – RM18,000



### 67. CALVIN CHUA

b. Kedah, 1961

**CHASING THE WIND**

2014

113cm x 158cm

Acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Selangor

RM19,000 – RM20,000

Chua's human figures are rendered in multi-coloured brushstrokes juxtaposed on varying lines and hues. His subject matter is usually young children at play. *Chasing the Wind* is of a young girl sitting on a swing – illustrated in slow motion – allowing the viewer to visualise the speed of her oscillation. Chua graduated with a Diploma in Fine Art from Kuala Lumpur College of Art in 1982.



*Manusia* illustrates lines of gestural brushstrokes in vibrant red with hints of blue and yellow, outlining a group of human figures. Known for his printmaking on canvas technique, Raduan recently re-examined gestural and abstract works with a solo exhibition entitled *Raduan Man: The Ascension to Abstraction*, which was held at White Box, Kuala Lumpur, in 2016.

#### **68. RADUAN MAN**

*b. Pahang, 1978*

**MANUSIA**

2002

130cm x 210cm

*Oil on canvas*

*Signed, bottom right*

Provenance

Private Collection, Kuala Lumpur

RM18,000 – RM20,000



69

**69. HENDRA 'BLANKON' PRIYADHANI**

*b. Indonesia, 1981*  
**RE-UNITED OF POST POWER SYNDROME I**

2014  
 33cm x 45cm  
 Mixed media installation  
 Signed, bottom right  
 Provenance  
 Private Collection, Indonesia  
**RM1,700 – RM2,300**  
 \* 6% GST will be imposed on the hammer price

**70. HENDRA 'BLANKON' PRIYADHANI**

*b. Indonesia, 1981*  
**RE-UNITED OF POST POWER SYNDROME II**

2014 – 2016  
 23cm x 31cm  
 Mixed media installation  
 Provenance  
 Private Collection, Indonesia  
**RM1,700 – RM2,300**  
 \* 6% GST will be imposed on the hammer price



70

**71. HENDRA 'BLANKON' PRIYADHANI**

*b. Indonesia, 1981*

**RE-UNITED OF POST POWER SYNDROME IV**

2014 – 2016

23cm x 31cm

Mixed media installation

Provenance

Private Collection, Indonesia

RM2,000 – RM2,600

✳ 6% GST will be imposed on the hammer price

**72. HENDRA 'BLANKON' PRIYADHANI**

*b. Indonesia, 1981*

**RE-UNITED OF POST POWER SYNDROME III**

2014 – 2016

30cm, diameter

Mixed media installation

Signed, bottom centre

Provenance

Private Collection, Indonesia

RM1,400 – RM2,000

✳ 6% GST will be imposed on the hammer price

71



72

Hendra is also known as Baron Capulet Araruna. He studied graphics art (print-making) at the Institute of Art Indonesia. He is also the founder and lead vocalist of the Sangkakala Rock Band and calls his artwork, "fine art rock".

"I am a visual artist and I make rock music. I combine these two practices and I call my work ... fine art rock.

"I explore these global narratives and reconstruct the existing meaning. I 'remix' it to take on new meanings. It is important to me to keep the original image in the work but I 'remix' the work using collage, silkscreen, drawing, painting, 2D and 3D media."





### 73. SUHARYO SAMAN

b. Indonesia, 1932

#### PORTRAIT OF GIRL

Circa 1980s – 1990s

60cm x 50cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Indonesia

RM1,500 – RM2,000

\* 6% GST will be imposed on the hammer price

### 74. JOSEPHINE LINGGAR

b. Indonesia, 1943

#### GADIS CANTIK

1998

95cm x 54cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

RM12,000 – RM15,000

\* 6% GST will be imposed on the hammer price



Born in 1943 in Jember, East Java. Josephine started painting seriously in 1994. More than 500 of her paintings have been collected by art lovers in Indonesia and overseas. She currently lives in Jakarta and paints professionally. Josephine draws her inspiration and influence from the great Dutch painter, William G Hofker.

She is well known for her elegant paintings of Indonesian maidens and is noted for her attention to details and skilful brush-work that bring to life the facial expression, body contours and drapery.

Josephine was commissioned to paint the portraits of Indonesia's high-society ladies, including the late Tien Soeharto and former Indonesian president, Megawati Soekarno Putri. Some of her works have also been included in the Presidential Palace collection of the Republic of Indonesia.

Josephine has held a dozen solo exhibitions in Indonesia, Singapore, Switzerland and the US. Her works are also regularly auctioned in Jakarta and Singapore.



75

**75. HUDI ALFA**

*b. Indonesia, 1969*

**THREE DANCERS**

2015

80cm x 100cm

Oil on canvas

Signed, bottom right

Provenance

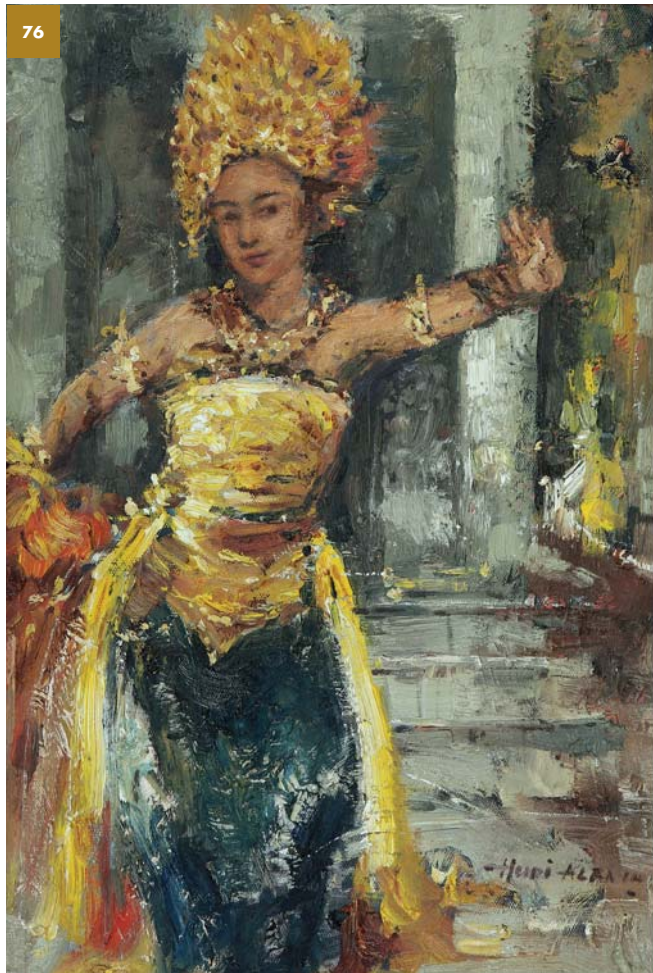
Private Collection, Indonesia

RM6,000 – RM8,000

✳️ 6% GST will be imposed on the hammer price



76



**76. HUDI ALFA**

*b. Indonesia, 1969*

**WELCOME DANCE**

2014

47cm x 33cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

Accompanied by certificate from artist

RM6,000 – RM8,000

✳️ 6% GST will be imposed on the hammer price





### 77. HUDI ALFA

b. Indonesia, 1969

#### WINNER TAKES ALL

2006

130cm x 93cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

Accompanied by certificate from artist

RM6,000 – RM8,000

\* 6% GST will be imposed on the hammer price



An award-winning artist, Hudi is well known for his realistic paintings featuring female nudes. He began painting when he was working as an illustrator in Jakarta. He then went on to become a movie poster illustrator as well as a mural and portrait painter.

Due to his training in design and his aptitude for realistic art, Hudi is quite versatile in his painting techniques. He is able to replicate the styles of various Indonesian masters whom he admires as a form of exercise. But ultimately, he strives for his very own style.

Hudi's recent solo exhibitions in Jakarta include *Man Mind* (2013) and *Man's Mind Series: Woman in Red* (2014). His artworks focus on form, colour and detail.

### 78. HUDI ALFA

b. Indonesia, 1969

#### OLD BATAVIA II

2015

60cm x 80cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

Accompanied by certificate from artist

RM6,000 – RM8,000

\* 6% GST will be imposed on the hammer price





Born in Kendal, Central Java, Agus studied fine art at the Indonesian Institute of the Arts Yogyakarta (ISI).

He was judged as the best in the Watercolour Fakultas Seni Rupa ISI Yogyakarta (1997) and was a finalist in the 1999 Nokia Art Award in Jakarta, the 2006 International Print & Drawing Biennale in Taiwan and the 2006 Jakarta Art Award.

Since 2007, Agus has been exploring abstract work using numbers as the basic element. In response to natural and cosmic themes, he has developed his own style of "abstract impressionism". His works have been shown at various exhibitions and galleries throughout Indonesia as well as in Malaysia, the Philippines, Taiwan, Japan and the US.

Agus' works focus on Arabic calligraphy and numerals and his paintings reflect vitality, light and energy.

### **79. AGUS BAQUL PURNOMO**

*b. Indonesia, 1975*

**TWILIGHT #2**

2013

200cm x 180cm

Acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

**RM15,000 – RM18,000**



## 80. HADI MARSONO

b. Indonesia, 1972

**DAWN IN GREEN**

2011

100cm x 146cm

Acrylic on canvas

Signed, bottom centre

Provenance

Private Collection, Indonesia

Exhibited

*Locality & Universality*, Galeri Chandan,  
Kuala Lumpur, 2011

**RM7,000 – RM9,000**

\* 6% GST will be imposed on the  
hammer price

Hadi studied Visual Communication Design at the Bandung Institute of Technology. *Dawn in Green*, which captures an aerial view of the terraced rice fields of Indonesia, belongs to his *Landscape* series.



## 81. PHUONG QUOC TRI

b. Vietnam, 1976

**HIGHLAND LADY**

2011

130cm x 110cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

Acquired from Arch Angel Art,

Hong Kong, 2012

Accompanied by certificate

from the gallery

**RM15,000 – RM20,000**



Phuong's main themes include women from Vietnam's minority tribes, nudes and women wearing the traditional áo dài. *Highland Lady* depicts the beauty of a Degar woman. Also known as the Montagnard, the Degar are the indigenous people of the central highlands of Vietnam.

## 82. UGY SUGIARTO

b. Indonesia, 1968

### FOR THE FUTURE HERO

2015

80cm x 120cm

Acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

Accompanied by certificate from artist

RM8,000 – RM10,000

\* 6% GST will be imposed on the hammer price



Ugy can only be described as one of the rising stars of Indonesian contemporary art. He has an uncanny hyperrealist style and his startling photo-realistic oils on canvas are a testament to his technical accomplishment and the power of paint to beguile the eye.

Ugy has had several gallery and museum exhibitions, including at the Art:1 gallery. His works have been sold at auctions in Jakarta.

## 83. BRENDA FAJARDO

b. The Philippines, 1940

### I HAVE KNOWN YOU FILIPINA!

LONG LIVE!

1994

47cm x 63cm

Pen and ink on paper

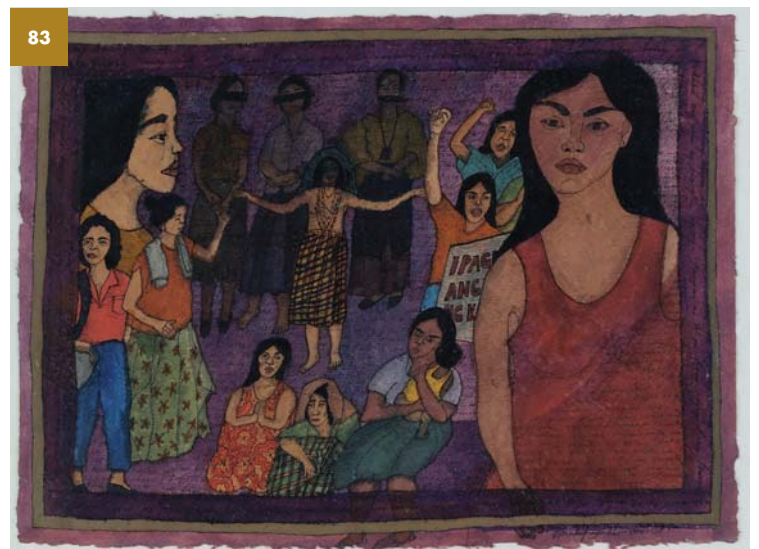
Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

RM15,000 – RM20,000

Brenda began her career in the visual arts as a printmaker and graphic artist before pursuing painting. She obtained her master's in art education from the University of Wisconsin, Madison, the US. She acquired a PhD in Philippine Studies at the University of the Philippines in Diliman, Quezon City, where she is a professor in the Department of Art Studies. Brenda also serves as a curator at the Jorge B. Vargas Museum and Filipinas Research Centre. A multi-awarded artist, she was granted the Thirteen Artists Award by the Cultural Centre of the Philippines in 1992. Recently, she was given the Centennial Award for the Arts by the same institution to honour 100 outstanding Filipinos who have contributed to nation-building through art and culture in the last 100 years. Most of Brenda's works carry strong historical and nationalist themes as well as depict folk tales and legends. Her works are in the collection of the Queensland Art Gallery in Brisbane, Australia; Fukuoka Asian Art Museum, Japan; Museum of Contemporary Art in Tokyo, Japan; Singapore Art Museum and the Metropolitan Museum of Manila.





#### 84. I DEWA NGAKAN MADE ARDANA

b. Indonesia, 1980

**KALA (TIME)**

2016

100cm x 100cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

**RM5,300 – RM8,900**

\* 6% GST will be imposed on the hammer price

#### 85. RIKI ANTONI

b. Indonesia, 1977

**RASA DAMAI / SENSE OF PEACE**

2016

100cm x 100cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Indonesia

**RM5,300 – RM8,900**

\* 6% GST will be imposed on the hammer price



The Yogyakarta-born Riki uses animalistic characters as a central theme in his artworks. His quirky protagonists are swathed in a palette of vibrant colours, alluding to the paradoxical stance of his country's political and social development.

Riki infuses his mystifying theme with his fascination for the proverbial, creating new-fangled characters that, ironically, possess an inherent sense of humanity and reflect the nuances of "civilised" behaviour.

His solo exhibitions include *The Wonderful Tales of Riki Antoni* at The Fullerton Hotel, Singapore (2006), *Anic's World* at Elcana Gallery, Jakarta (2011), and *Lukis Riki* at Arya Duta Art Space Surabaya (2013). He has been a part of numerous group exhibitions from 2000 to 2016.

## 86. EMMANUEL GARIBAY

b. *The Philippines*, 1962

### SNATCHER

1995

66.5cm x 92cm

Oil on canvas laid on board

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

RM13,000 – RM15,000

Focusing on ordinary people and common places, Emmanuel's paintings convey the social landscape of the Philippines in the style of the masters, such as El Greco, Pablo Picasso, Chaim Soutine and Bosch.

Emmanuel graduated with a Bachelor of Arts in Sociology from the University of the Philippines, Los Baños, in 1984 and obtained a Bachelor of Fine Arts from the University of the Philippines, Diliman, in 1990. He then did his Master of Arts in Divinity at the Union Theological Seminary, Cavite, in 1995.

## 87. JOHN VAN DER STERREN

b. *Indonesia*, 1938

### THE RIVER

1977

60cm x 70cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Indonesia

RM13,000 – RM17,000

\* 6% GST will be imposed on the hammer price

Of German descent, Van der Sterren was born in Sukabumi, West Java, in 1938. His earliest years were spent on a tea estate, 60km from Sukabumi, where his father was the "administrateur", prior to World War II.

During the war, his family members were interned in concentration camps. Later, his parents emigrated to New Zealand and eventually became citizens there.

The family lived in Wellington and Van der Sterren was educated at Rongotai College. At an early age, he

developed an interest in the arts, first in drawing cartoons, then sculpture and after that, music. Eventually, encouraged by well-known painter Cedric Savage, he took up oil painting.

Van der Sterren is best known for his Impressionist landscape works. Besides New Zealand and Indonesia, he has also painted in Australia, Thailand, Cambodia, Singapore, China, Africa, England and other countries in Europe.

In 2001, Hexart Publishing in Jakarta published the first full volume of

his work entitled *Tropical Journey*. The success of the publication prompted Hexart to publish a second book in 2008 entitled *Colourful Horizons*. The company also produced a range of books in black and white, featuring Van der Sterren's charcoal and ink drawings.

The artist's residence and studio is called Villa Sikepan and is located in the middle of the rice fields near Mendut, 3km from the famous Borobudur Temple in Central Java. He has a second studio in Hua Hin, Thailand.





### 88. HONG VIET DUNG

*b. Vietnam, 1962*

*Summer Morning*

2011

135cm x 155cm

Oil on canvas

Signed, bottom left

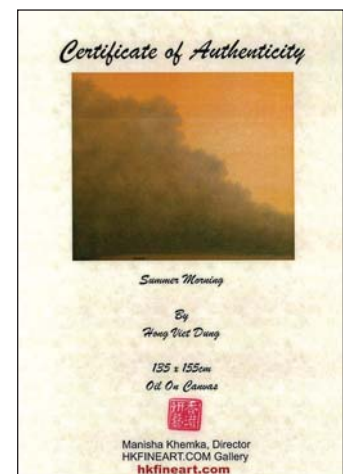
Provenance

Private Collection, Kuala Lumpur;  
acquired from HK Fine Art.com Gallery  
in 2012

Accompanied by certificate  
from the gallery

RM30,000 – RM50,000

A devout Buddhist, Hong captures the calmness and serenity of nature in his works. The yellow landscape of *Summer Morning* depicts the soft silhouette of a mangrove forest by the river and a solitary boat. A graduate of the Hanoi Industrial College of Fine Art in 1984, Hong has exhibited his works in Russia, Germany, Singapore, Japan, Hong Kong, Norway, the US, Australia and the UK.







Heri was born in Jakarta and studied at the Indonesian Institute of the Arts Yogyakarta, where he won the best painting award in 1981 and 1985. Since then, he has participated in numerous solo and group exhibitions worldwide.

Active as an installation artist, Heri's work has various social and cultural influences like the plight of the ordinary worker such as the *becak* (trishaw) driver, *wayang kulit* (shadow puppets) and "tau-tau" sculptures of the Toraja community in Sulawesi.

Heri, who lives and works in Yogyakarta, combines humour in his work that highlights political and social problems in Indonesia.

His style is often categorised as part of the New Internationalism, which is a recent art form or movement that challenges the western hegemony of art. This is in contrast to the New Art Movement of the 1970s and 1980s that favoured a western expression in art and which neglected local traditions or elements.

Heri has exhibited widely overseas, including in Singapore, Japan, Australia, Sweden, Germany, the Netherlands, Norway, Canada, Switzerland, the UK and the US.

### 89. HERI DONO

*b. Indonesia, 1960*

#### AN ASTRONAUT WITH A MAGICAL BOWL

2015

80cm x 70cm

Acrylic on canvas

Signed, bottom left

Provenance

Private Collection, Indonesia

RM26,000 – RM30,000

\* 6% GST will be imposed  
on the hammer price



## 90. CHONG SIEW YING

*b. Kuala Lumpur, 1969*

**CATTLEYA**

2007

113cm x 120cm

Oil on canvas

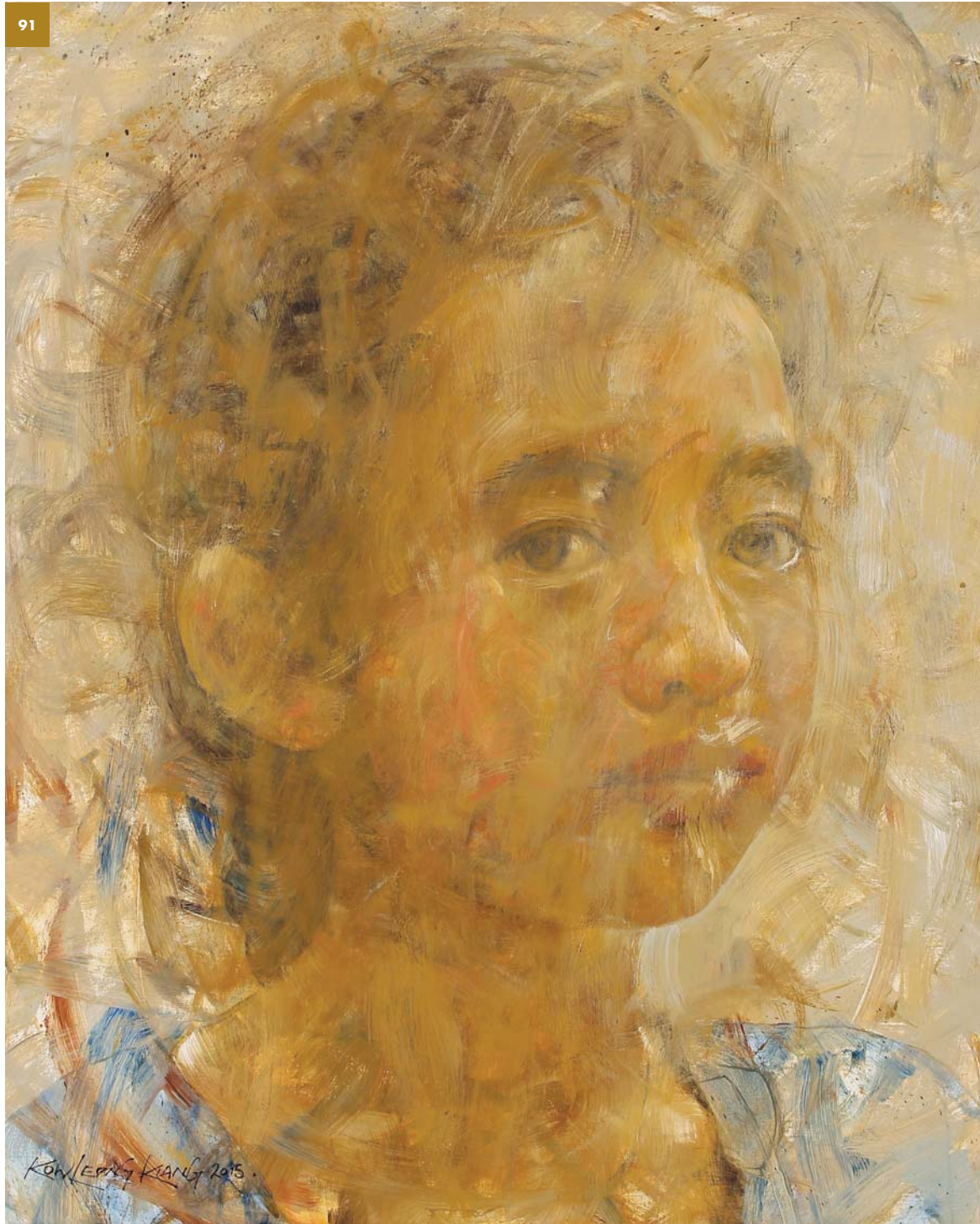
Signed, bottom right

Provenance

Private Collection, Selangor

RM20,000 – RM25,000

This composition depicts an up-close, monochromatic portrait of an anonymous woman wearing a big smile on her face. A pair of larger-than-life white cattleya orchids with a tinge of yellow are painted in front of her chin. This series by the artist is much sought-after by collectors due to its alluring subject matter. Chong currently focuses on monochromatic landscapes in charcoal with an emulsion wash.



This painting is of a young Malay girl in a contemplative pose. Kow has explored various nuances of figurative works, including drawings and paintings, since the *Innocence* and *Malay Girl* series, namely nudes from his *Collisions* series, his active involvement with The F Klub and his latest endeavour in painting male figures. But he is best known for his *Malay Girl* paintings.

**91. KOW LEONG KIANG**

*b. Selangor, 1970*

**FACESCAPE OF BALI 9**

2015

150cm x 120cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,  
Shanghai, China

RM28,000 – RM35,000



## 92. SHIA YIH YIING

b. Sarawak, 1966

RETURN HOME WITH SPLENDOUR  
(BRAIN DRAIN)

2012

101cm x 138cm

Oil on canvas

Signed, centre

Provenance

Private Collection, France

Exhibited

Seated by The F Klub, HOM Art Trans,

Kuala Lumpur, 2013

RM10,000 – RM12,000

✳️ 6% GST will be imposed  
on the hammer price

One of seven members of The F Klub – a collective that has been meeting up for life-drawing sessions since 2008 – Shia captures a female nude figure in a foetal position, combining western technique with eastern sensibility such as Chinese calligraphy in *Return Home with Splendour (Brain Drain)*.



One of Malaysia's leading figurative painters, Bayu participated in The F Klub's first life-drawing exhibition in 2013 with an artwork entitled *Sitting Waiting Still*. Here, he captures the female model sitting on a bench with downcast eyes. In 2015, The F Klub presented an exhibition entitled *Being Human* at Art Stage Singapore with artworks by Ahmad Zakii Anwar, Jalaini Abu Hassan, Fadilah Karim and Arif Fauzan, among others.

### 93. BAYU UTOMO RADJIKIN

*b. Sabah, 1969*

#### SITTING WAITING STILL

2012

133cm x 163cm

Charcoal on canvas

Signed, top left

Provenance

Private Collection, France

Exhibited

*Seated by The F Klub, HOM Art Trans, Kuala Lumpur, 2013*

RM29,000 – RM35,000

\* 6% GST will be imposed on the hammer price



**94. AHMAD ZAKII ANWAR**

*b. Johor, 1955*

**RECLINING FIGURE 6**

2015

76cm x 182cm

Charcoal and acrylic medium

on Canson paper

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,  
Shanghai, China

RM48,000 – RM60,000

*Reclining Figure 6* illustrates a nude male figure in a sideward position with his bent legs slightly lifted and his hands resting on his abdomen. Zakii's rendition of this anonymous male figure in charcoal on high-quality Canson paper depicts the artist's skilful observation of the human anatomy.





*'Dalah Ayam'*





### 95. JALAINI ABU HASSAN

b. Selangor, 1963

#### DOLAH AYAM

2015

183cm x 183cm

Bitumen and acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,

Shanghai, China

RM38,400 – RM48,000

*Dolah Ayam* – a nickname used in rural Malaysia to identify cockfighting champions – illustrates a shirtless boy wearing only a kain pelikat or sarong, bending over while holding a string that is tied around the neck of a cockerel. The surroundings suggest an industrial space or an abandoned warehouse, resembling the works in the artist's *Painting Industry* exhibition, which depicted images of animals or objects in old factories. The exhibition was held at the Equators Art Projects, Singapore, in 2015. Jalaini recently presented his 27th solo exhibition at The Edge Galerie entitled *Siang & Malam: The Landscape in Mind*.



**96. CHONG AI LEI**

*b. Johor, 1985*

**HAIR STORM I**

2015

120cm x 120cm

*Oil on canvas*

*Signed, bottom right*

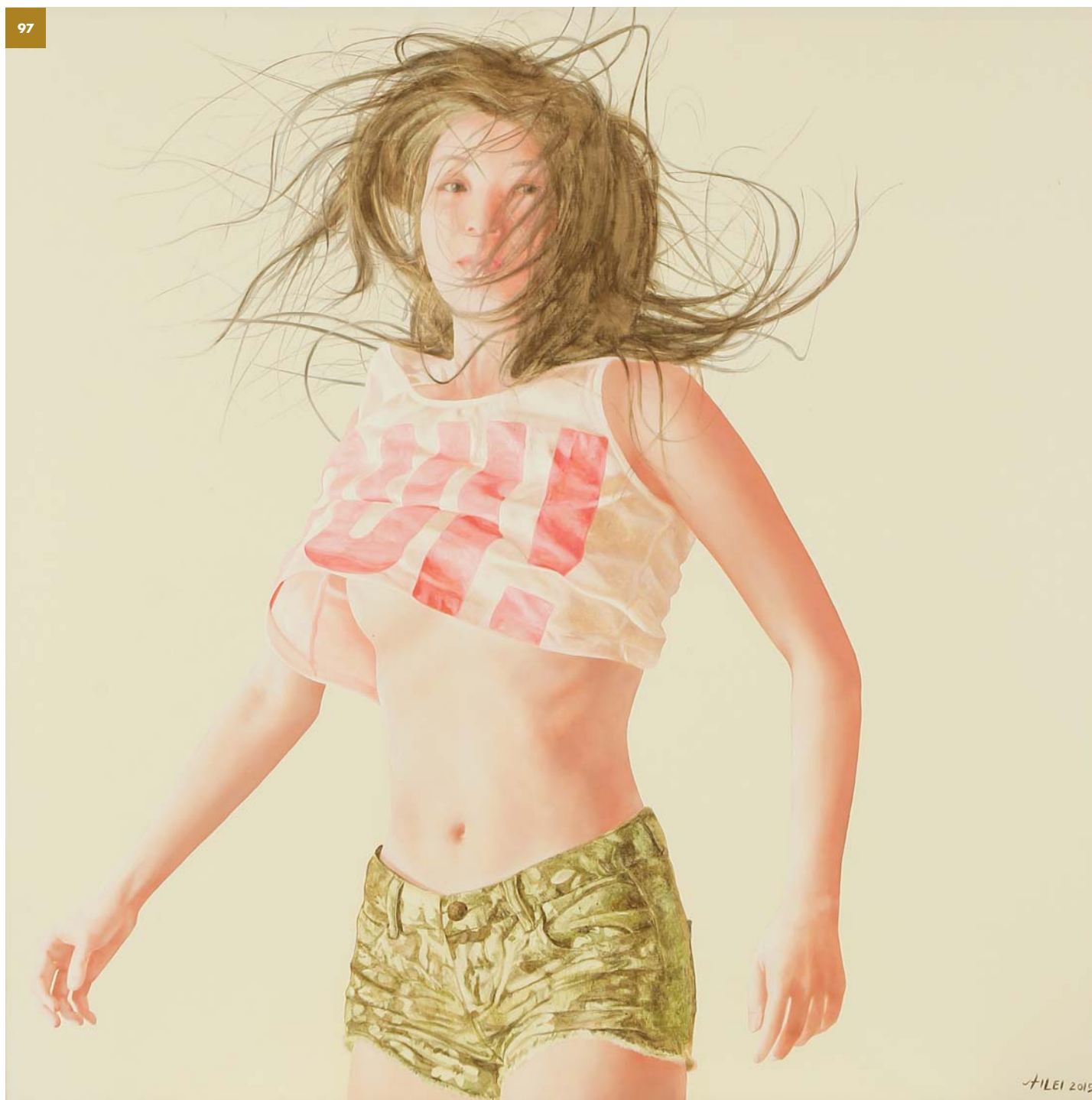
Provenance

Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,  
Shanghai, China

RM12,000 – RM15,000



The youngest member of The F Klub, Chong graduated with a diploma in fine art from Dasein Academy of Art, Kuala Lumpur, in 2005. Since then, she has been focusing on illustrating the human figure, particularly with her pastel-coloured, dreamy portraits of young women. On offer here are *Hair Storm I* and *Hair Storm II*, which feature a young woman in casual sleeveless top and shorts in the act of jumping. The artist captures the woman mid-air with her top raised, resulting in her midriff being exposed. Her long hair is depicted in a vibrant and unruly fashion.

**97. CHONG AI LEI**

*b. Johor, 1985*

**HAIR STORM II**

2015

120cm x 120cm

*Oil on canvas*

*Signed, bottom left*

Provenance

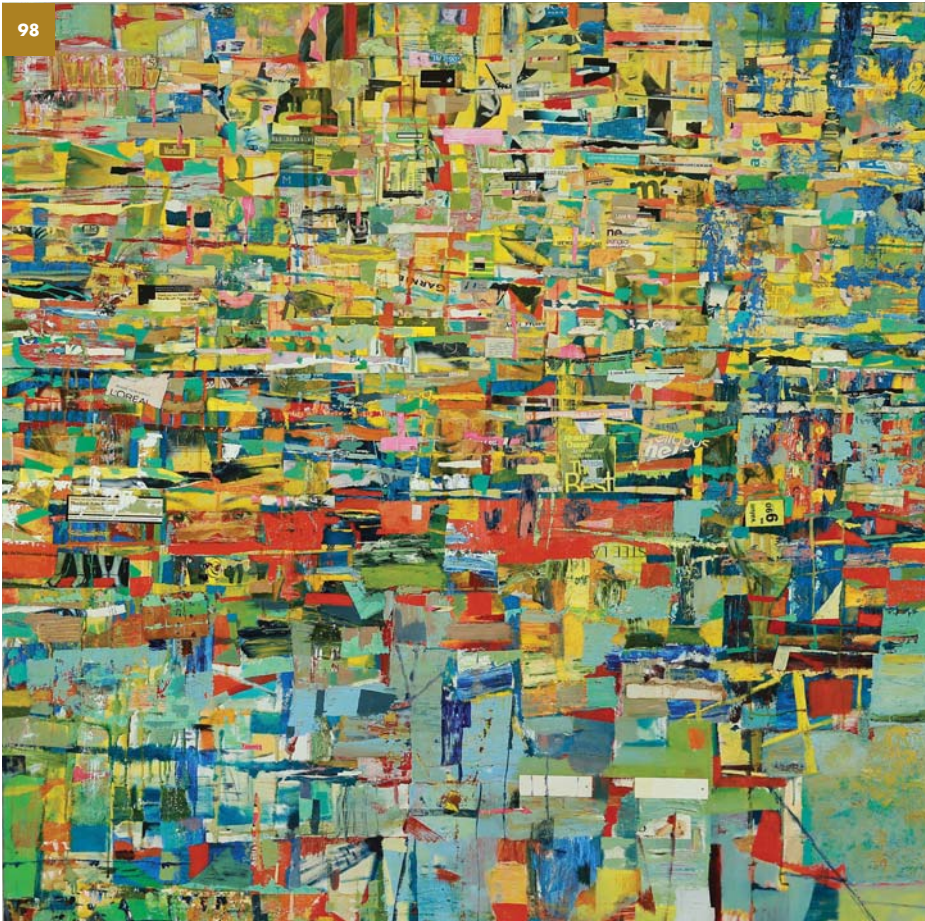
Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,  
Shanghai, China

RM12,000 – RM15,000

98



## 98. CHOY CHUN WEI

b. Kuala Lumpur, 1973

**SHREDDING**

2007

122cm x 122cm

Mixed media on canvas

Signed, on reverse

Provenance

Private Collection, Kuala Lumpur

Exhibited

*Kaleidoscopic Landscapes,*

Wei-Ling Gallery, Kuala Lumpur, 2007

RM9,000 – RM12,000

Choy has become synonymous with deconstructed collage works with the introduction of “moving perspectives” and multiple dimensions as well as the use of vibrant colours and cut-outs from glossy magazines to reflect the materialism of our urban environment. He graduated with a Graphic Design Degree (Honours) from Central Saint Martin's School of Art, London, in 1998. Choy was awarded an Honourable Mention at the Philip Morris Art Awards in 2003. And in 2005 he participated in the year-long Rimbun Dahan Residency.

99



## 99. KHOO SUI HOE

b. Kedah, 1939

**OVER THE RED RIVER**

1990

89cm x 101cm

Oil on canvas

Signed, bottom right

Provenance

Private Collection, Penang

RM35,000 - RM45,000

*Over the Red River* illustrates a stylised figure — Khoo's hallmark — in mid-air with its arms spread vertically. The artist has used the colours blue and a light shade of red to depict the river while the background is in red and purple beneath a golden sky.



*Yellow Lake* is an abstract by Koh that features his signature style of the fluid application of paint. This is seen on the right side of the picture plane. Washes of blue, green and a tinge of red are applied to the composition to suggest the vast landscape of a lake, which is depicted in yellow. The composition is bound by hard-edge borders.

**100. JOLLY KOH**

*b. Singapore, 1941*

**YELLOW LAKE**

2009

72cm x 80cm

*Acrylic and oil on canvas laid on board*

*laid on board*

*Signed, bottom right*

Provenance

Private Collection, Selangor

RM25,000 – RM35,000



**101. SHARIFAH  
FATIMAH ZUBIR, DATUK**

*b. Kedah, 1946*

**SOLITARY DREAM**

2015

100cm x 120cm

*Acrylic, modelling paste, woven fibre  
and handmade paper*

*Signed, on reverse*

Provenance

Private Collection, Kuala Lumpur

Exhibited

Maritime Silk Road Art Festival 2015,  
Shanghai, China

RM56,000 – RM70,000

A spiritual element is ever-present in Datuk Sharifah Fatimah's works, reflecting her love for nature. She identifies with the concept of "Synesthesia", where her sensory perception is stimulated by music, which, in turn, leads to a spontaneous burst of creative energy that is translated into colours, tones and shapes.



## 102. KHOO SUI HOE

*b. Kedah, 1939*

### THE HUMAN CONDITION

1973

85cm x 85cm

*Oil on canvas panel*

*Signed, bottom right*

Provenance

Private Collection, Penang

RM20,000 - RM25,000

Dated 1973, this early work illustrates Khoo's composition of minimal form. The painting depicts an oval image with two circular shapes within and framed in a square format. The square border is painted red with an organic outline in gradient blue. A thin striped-motif lends a sense of perspective to this abstract painting.

**103. YUSOF GHANI**

b. Johor, 1950

**SIRI TARI XIII**

1990

120cm x 120cm

Oil on canvas

Signed, bottom

Provenance

Private Collection, Kuala Lumpur

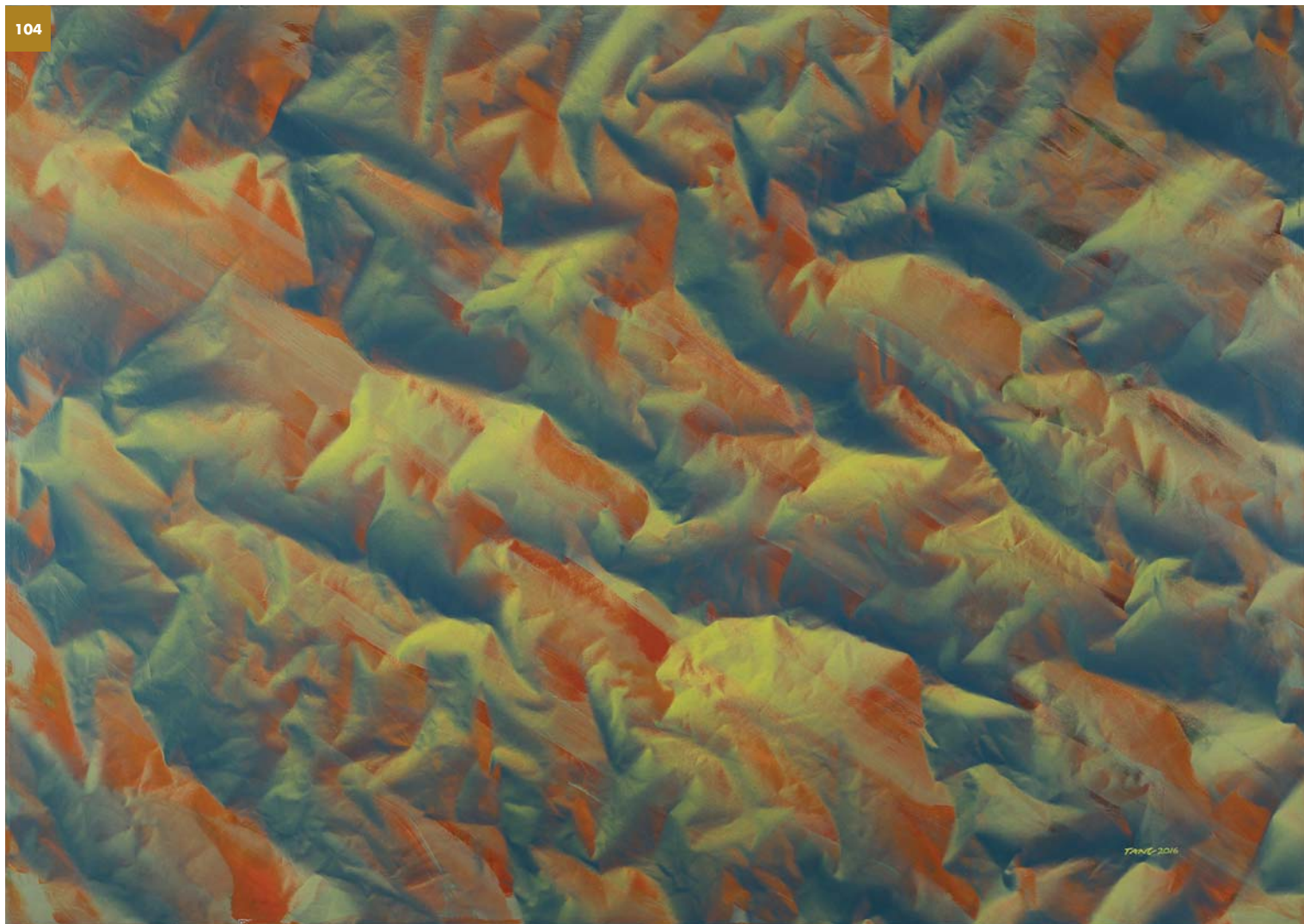
**RM80,000 – RM100,000**

Number 13 of a series, this *Siri Tari* dated 1990 is illustrated with a cool palette of blue and hints of red, white and yellow. This work is from one of Yusof's most sought-after series in his illustrious career. His other well-known series include *Topeng*, *Wayang*, *Hijau*, *Segerak* and *Biring*. In 2014, Yusof unveiled a new body of work entitled *Ombak*, which was showcased alongside his previous series at Sasana Kijang, Kuala Lumpur. In 2015, The Edge Galerie presented an exhibition entitled *Shared Passion* showcasing old and new works from Yusof's personal collection and from Datuk Seri Kalimullah Hassan's collection.









**104. TANG HON YIN, DATUK**

b. Penang, 1943

**SILK ROAD – FLAMING MOUNTAINS**

2016

122cm x 173cm

Acrylic on canvas

Signed, bottom right

Provenance

Private Collection, Penang

RM24,000 – RM30,000

The Penang-based Tang is one of the few distinguished abstract artists to hail from the island better known for figurative art. His distinctive paintings suggest spatial illusion. Having painted since 1967, Tang works meditative elements such as water, earth and light into his philosophical and spiritual approach to painting, which echoes space photography and celestial landscapes. *Silk Road – Flaming Mountains* is an aerial view of a mountainous terrain meticulously rendered like the wrinkles of earth. Tang was chairman of the Penang State Art Gallery for many years, helping promote the works of other remarkable artists. He stepped down recently to concentrate on his own art. This is the first work by Tang to be featured in our auction.

105

**105. TOYA, LIM KHOON HOCK***b. Penang, 1943***SUNRISE**

2005

63.5cm x 102cm

Batik

*Signed, bottom right*

Provenance

Private Collection, Penang

RM24,000 – RM26,000

**106. TOYA, LIM KHOON HOCK***b. Penang, 1943***GATHERING**

2006

104cm x 51cm

Batik

*Signed, bottom right*

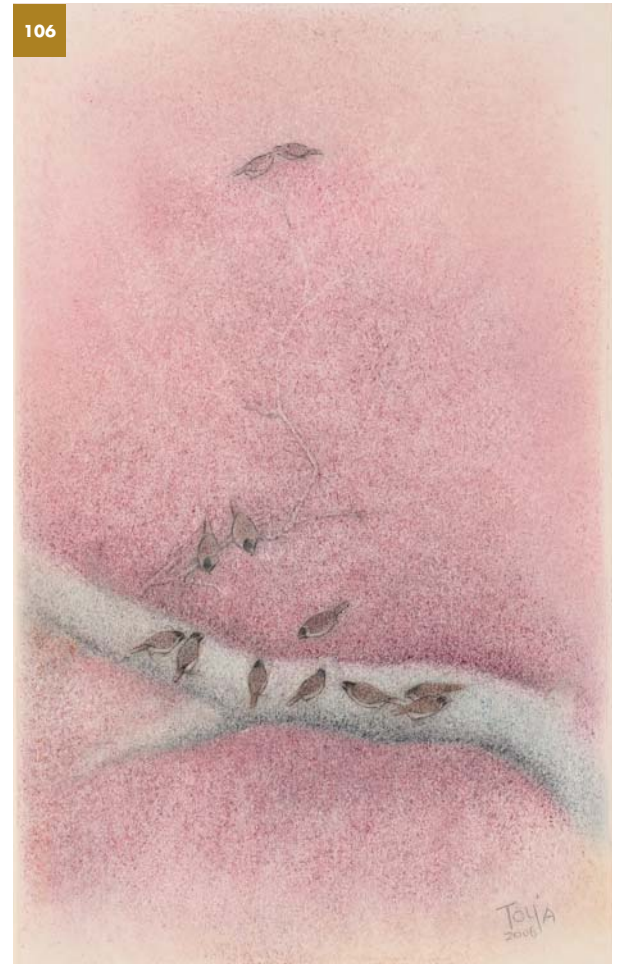
Provenance

Private Collection, Penang

RM24,000 – RM26,000

Known professionally as Toya, the artist graduated from the Australian National University of Canberra in 1971. Since the 1960s, Toya's unique approach to batik has combined the indigenous craft with the style of French post-Impressionist painters like Georges-Pierre Seurat. His work can be found in public collections internationally and also in the collection of Bank Negara Malaysia, the National Art Gallery of Malaysia and the Australia National University. One of his paintings, *Mother and Child*, now hangs in the Unesco building in New York.

106





### 107. CHUAH SEONG HOOI

*b. Penang, 1974*

**MOTHER AND SON**

2011

85cm x 59.5cm

Batik

*Signed, bottom left*

Provenance

Private Collection, Penang

RM15,000 – RM19,000

The grandson of legendary batik painter Datuk Chuah Thean Teng, Seong Hooi is the eldest son of Siew Teng. Although he has artistic talent, he did not pursue a course in fine art but pragmatically studied business administration in the University of Brunswick, Canada. Nevertheless, he has continued the legacy of his grandfather and in this accomplished work, he illustrates in batik technique a mother breastfeeding her baby.



### 108. ISMAIL MAT HUSSIN

*b. Kelantan, 1938 – 2015*

**FARMING**

Circa 2000s

71cm x 71cm

Batik

*Signed, bottom right*

Provenance

Private Collection, Kuala Lumpur

RM15,000 – RM18,000

This exquisite batik painting by Ismail depicts hard-working womenfolk from a farming community in the east coast of Peninsular Malaysia. They are in the laborious act of pounding rice in the traditional manner. A young boy is seen standing between the women, watching them. The vibrant colour combination adds a spark to the work.



Known as the “father of batik painting”, Chuah first incorporated the technique of painting into his business endeavours after World War II, when the batik factory he was operating closed down. On offer at The Edge Auction is a romantic artwork entitled *Kampung Scene*, which shows a woman carrying a woven basket on her head and another figure sitting on the steps of her village dwelling.

**109. CHUAH THEAN TENG,  
DATUK**

*b. China, 1914 – 2008*

**KAMPUNG SCENE**

*Circa 1960s*

*87.5cm x 59.5cm*

*Batik*

*Signed, bottom left*

Provenance

Private Collection, Kuala Lumpur

**RM30,000 – RM40,000**

110



### 110. NIK ZAINAL ABIDIN NIK SALLEH

*b. Kelantan, 1933 –1993*

**ISTANA KAYANGAN SERIES**

1967

49cm x 64cm

Watercolour on paper

Signed, bottom left

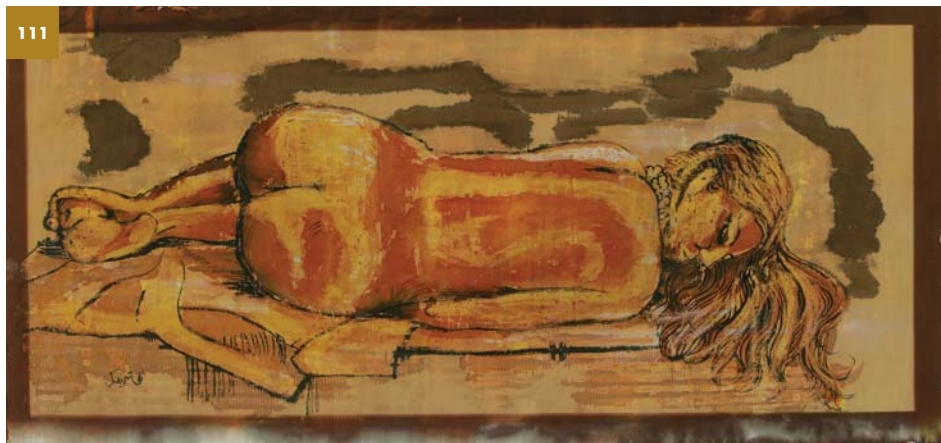
Provenance

Private Collection, Selangor

RM20,000 – RM30,000

Hailed as the “painter of the epics”, the multi-talented artist incorporates the *wayang kulit* and associated myths and legends into his paintings. He worked as a set designer for Radio Televisyen Malaysia from the 1960s until his retirement in 1988. He became a member of the Wednesday Art Group formed in 1955 and was selected for a German cultural tour in 1970 and represented Malaysia in Expo '70 in Osaka, Japan. He was also known for his design of the Kunci Ibu Kota, the *cokmar* (royal mace) and the royal throne for the Yang di-Pertuan Agong in 1960, and painted the mural in the west wing of Muzium Negara (National Museum) in Kuala Lumpur.

111



### 111. PATRICK NG KAH ONN

*b. Kuala Lumpur, 1932 –1989*

**NUDE FEMALE**

Circa 1960s

42cm x 90cm

Batik

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

RM28,000 – RM30,000

A highly acclaimed artist of his time, Ng was remarkably innovative and naturally gifted. He completed his secondary education at the St. John's Institution and Victoria Institution (VI). From 1956 to 1963, he taught at the Methodist Girls' School in Kuala Lumpur, and later at VI where he mentored two of his favourite students, Ismail Mustam and Ha-jeedar Majid. Ng held his first solo show at the British Council in Kuala Lumpur in March 1963. The 50 watercolours, pastels, wax, charcoal and India ink were based on his visit to India that January and revealed the influence of M F Hussain and Jamini Roy. Ng attended the Hammersmith College of Art, London, in 1964 and the Wimbledon and Southlands College of Education, London, in 1966. His work was selected for the Arts of Malaysia exhibition held at the Commonwealth Institute in London in February 1966. He was also a member of the Wednesday Art Group and its honorary secretary.

**112. LEE CHENG YONG**

b. China, 1913 – 1974

**LUCKY TOAD**

Circa 1950s

30cm x 42cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Penang

RM15,000 – RM25,000



**113. LEE CHENG YONG**

b. China, 1913 – 1974

**LANDSCAPE**

1952

44.5cm x 59.5cm

Oil on canvas laid on board

Signed, bottom left

Provenance

Private Collection, Penang

RM15,000 – RM25,000



A versatile artist, Lee's ability to render his subject matter in a variety of styles is demonstrated in *Lucky Toad* and *Landscape*. He studied at Xin Hua Art Academy (later known as the Shanghai Academy of Fine Art) in 1927 and held his first solo exhibition at the Philomatic Union in Acheen Street, Penang, in 1932. In 1960, he presented another solo show at the Chin Kang Association on Macalister Road in Penang. He formed the Penang Chinese Art Club in 1935 and was elected its first president. He was honoured with the Lee Cheng Yong Memorial exhibition by the Penang State Art Gallery in 1996.

**114. IBRAHIM HUSSEIN***b. Kedah, 1936 – 2009***ABOUT THE ANDAMAN**

1999

69cm x 86.5cm

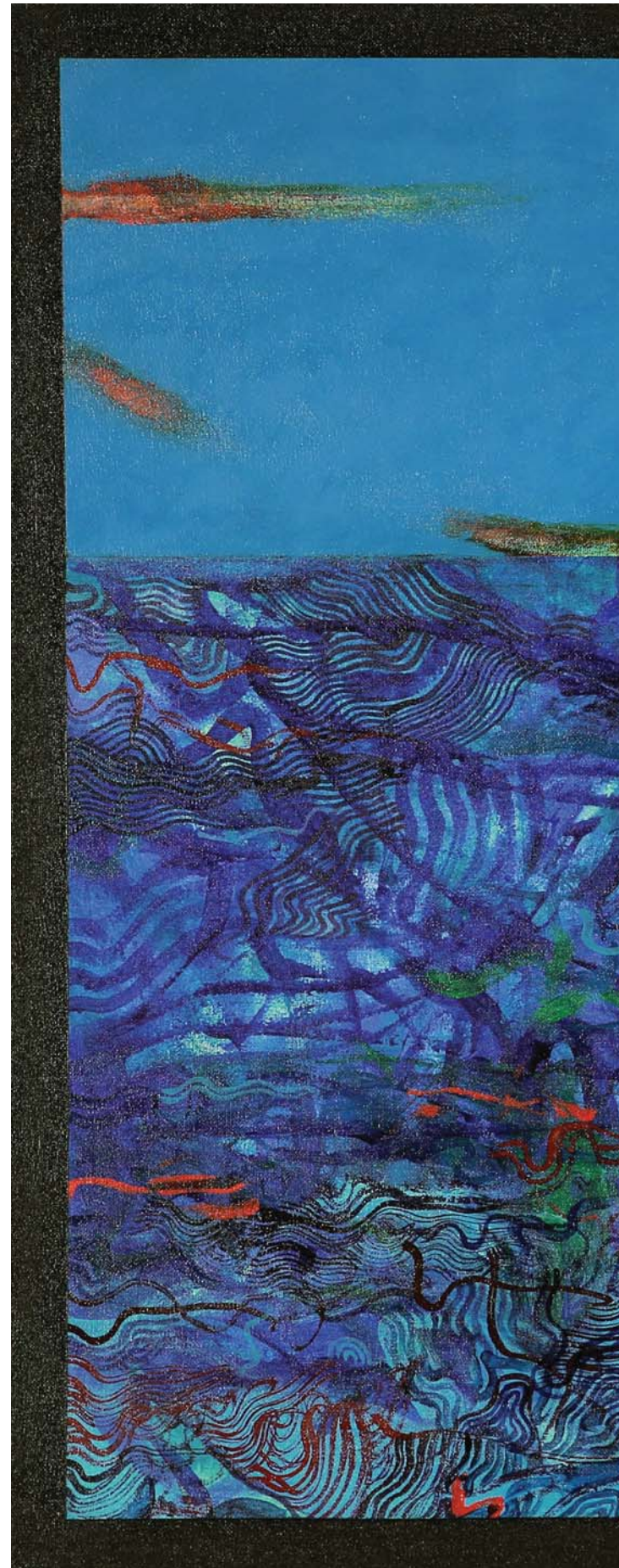
*Oil on canvas**Signed, bottom right*

Provenance

Private Collection, Perak

**RM360,000 – RM450,000**

This work has been confirmed by an unimpeachable source to be the one and only painting created in 1999 by the late Datuk Ibrahim Hussein or Ib, as he was popularly known. At the time, the artist was preoccupied with preparations for the Langkawi International Festival of Arts (LIFA) 2000, held at the Ibrahim Hussein Museum and Cultural Foundation (now defunct) in the Datai Bay area. Ib was living in Langkawi at the time and in this work, he depicts the tranquillity of the Andaman Sea with his signature, undulating lines to illustrate the gentle ripples of the waves. But that was the calm before the storm as the launch of LIFA 2000 proved to be fraught with challenges that revealed who his true friends were. He was greatly disillusioned by the whole affair. This is thus a highly significant and poignant work in Ibrahim's career.









### 115. CHIA YU CHIAN

*b. Johor, 1936 – 1990*

**BUKIT TINGGI**

1972

45cm x 32cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Penang

RM10,000 – RM15,000

An extraordinary painter, Chia specialised in both eastern and western techniques. With the assimilation of both painting methods, he transformed his compositions of the local landscape into picturesque works of art. This scene of Bukit Tinggi in Pahang is brilliant in its composition. Multi-coloured lush foliage is concentrated on the right side of the canvas, leaving void spaces to illustrate the sky and the ground, thus creating depth and perspective. In the foreground are four walking figures while on the left side of the canvas is an impression of houses.



This work features layers of red, white, black and a hint of yellow paint in varying forms juxtaposed to create a gestural expression of a broken cage, as the title suggests. Having obtained a Diploma in Art and Design from the MARA Institute of Technology in 1979, Awang did his master's at Catholic University, Washington, the US, in 1990. He showcased a new body of works entitled *Garismega...A New Journey* at Art Stage Singapore in January 2017.

#### **116. AWANG DAMIT**

*b. Sabah, 1956*

**PAYARAMA BARU 'BROKEN CAGE'**  
2016

*61 cm x 61 cm*

*Mixed media on canvas*

*Signed, on reverse*

Provenance

Private Collection, Selangor

**RM28,000 – RM35,000**

**117. LATIFF MOHIDIN**

*b. Negeri Sembilan, 1941*

**LAHAR III**

2000

90cm x 90cm

Oil on canvas

Signed, bottom left

Provenance

Private Collection, Kuala Lumpur

RM280,000 – RM300,000

*Lahar III* was conceived during a transitional period in Latiff's artistic career. Created between his *Rimba* and *Voyage* series, *Lahar III* depicts an intense volcanic eruption in a fury of red, orange and yellow as well as black lines to portray thick smog against a soothing blue background. These forceful expressions are conveyed through an explosive visual outcome, whose Malay title translates into "lava". Another milestone in the artist's illustrious career will be unveiled soon through a public sculpture called *Harmony*. The 9m tall stainless steel sculpture will stand in the central plaza of mixed-use development Duo in the historic Malay district of Kampong Glam in Singapore.







**118. SYED AHMAD JAMAL,  
DATUK**

*b. Johor, 1929-2011*

**SUNGAI CINCIN**

1992

58cm x 44cm

*Acrylic on canvas*

*Signed, bottom right*

Provenance

Private Collection, Selangor

**RM40,000 – RM60,000**

In his autobiography *Kunang–Kunang: Kenang–Kenangan Syed Ahmad Jamal Seniman Negara*, the National Laureate writes about Sungai Cincin, which flows through Kampung Sungai Cincin in Gombak. In the words of the artist, "the valley of Sungai Cincin looks so lush and green with overgrown fruit trees" and "at night, the river water sparkles with lights illuminated from the homes and the moonlight shines from above".

**Reference**

***Kunang–Kunang: Kenang–Kenangan Syed Ahmad Jamal Seniman Negara, Dewan Bahasa dan Pustaka, Kuala Lumpur, 1999, pages 188–189.***

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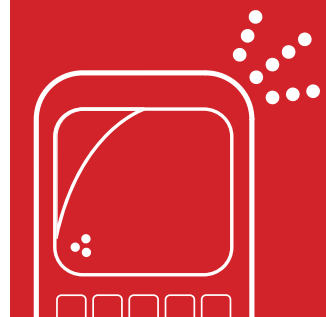
- Our catalogue is available online at [www.theedgegalerie.com](http://www.theedgegalerie.com). Preview will be advertised nearing the sale. We recommend coming to the auction preview to view the item for yourself.
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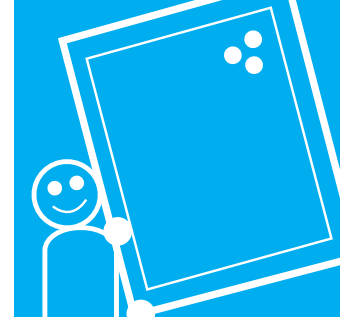


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Purchased lots are available for collection after a full payment has been made, whether on the auction day, or within the next seven days.

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*All information in this catalogue is correct at the time of publishing.*



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"**Buyer's Premium**" is the commission payable by the Buyer to The Edge Galerie calculated at ten percent (10%) on the Hammer Price or such other purchase price of the Lot sold.

"**Conditions of Business**" shall have the meaning set out in Condition 1.1.

"**Expenses**" in relation to the sale of any Lot means The Edge Galerie's charges and expenses, including but not limited to legal expenses, charges and expenses for assumption of liability for loss or damage, catalogue and other reproductions and illustrations, any customs duties, advertising, transportation, packing or shipping costs, bank charges, fees for reproduction rights, costs of testing, searches or enquiries relating to any Lot, or costs of collection from a defaulting Buyer, where applicable.

"**GST**" or "**Goods and Services Tax**" means the implementation by the competent authorities of a Goods and Services Tax pursuant to the Goods and Services Tax Act 2014 (Act 762) ("GST Act")

"**Hammer Price**" means the bid accepted by The Edge Galerie by the fall of auctioneer's the hammer, or in the case of a post-Auction sale, the Reserve Price or the agreed sale price pursuant to Condition 18 (as the case may be). For the avoidance of doubt, the definition of "Hammer Price" shall not include the Buyer's Premium, any applicable Taxes, or Expenses.

"**Intellectual Property Rights**" shall mean all current and future copyright, patents, trademarks, software and software programs, rights in databases, inventions or trade secrets, know how, rights in designs, topography, trade and business names, domain names, marks and devices (whether or not registered or registrable) and all other intellectual property rights and applications for any of those rights capable of protection in any relevant country of the world.

"**Lot**" means the item(s) described in the applicable Auction Catalogue.

"**Net Sale Proceeds**" means the Hammer Price, to the extent received by The Edge Galerie in cleared funds, less Seller's Commission and Seller's Expenses and Taxes.

"**Purchase Price**" is the Hammer Price and applicable Buyer's Premium;

"**Reserve Price**" means the confidential minimum price at which the Seller has agreed to sell a Lot.

"**Seller**" means the owner or consignor who is offering the Lot for sale including their agents, executors or personal representatives or the owner's agent or the person in possession of the Lot consigned at the time of consignment to The Edge Galerie. If there are multiple owners or agents or persons in possession, each shall assume, jointly and severally, all obligations, liabilities, representations, warranties and indemnities as set forth in these Conditions of Business.

"**Seller's Commission**" shall mean the commission payable to The Edge Galerie by a Seller at the date of the sale of the Lot at the rate calculated based on a percentage (as separately agreed and set out in the consignment form signed by the Seller) of the Hammer Price or Reserve Price whichever is higher of the Lot or in cases where the Lot is sold other than through the Auction, the price for which the Lot is sold or the Reserve Price, whichever is higher.

"**Seller's Expenses**" shall mean any Expenses due from the Seller to The Edge Galerie in relation to the Lot consigned by the Seller to The Edge Galerie, including any applicable Taxes.

"**Taxes**" means any tax, levy, impost, duty, goods and services

tax, value added tax or any similar consumption tax or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying of the same or as a consequence of a default) imposed or incurred under or pursuant to these Conditions of Business.

"**The Edge Galerie**" means The Edge Galerie Sdn Bhd (Co. No. 1033045-X), which has its corporate office at Level 3, Menara KLK, No. 1 Jalan PJU 7/6, Mutiara Damansara, 47810 Petaling Jaya, Selangor, Malaysia.

"**Total Amount Due**" means the Hammer Price in respect of the Lot sold, together with the Buyer's Premium, any Buyer's Expenses and any Taxes due from a Buyer or defaulting Buyer.

## 2.3 In the interpretation of these Conditions of Business:-

- (a) a gender includes all other genders;
- (b) the singular includes plural and vice versa;
- (c) when a deadline or action is specified to occur "after" a certain date, it shall be taken to refer to "after (but not counting)" that date;
- (d) a 'person' includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two (2) or more of the foregoing;
- (e) a provision of law is a reference to that provision as amended or re-enacted;
- (f) unless otherwise stated, a time of day is a reference to Malaysian time;
- (g) 'including' shall not be construed narrowly but shall be construed to mean 'including without limitation', 'including (but not limited to)' or 'including without prejudice to the foregoing';
- (h) a 'consent' shall be construed so as to include any approval authorisation consent exemption license permission or registration by or from any governmental or other authority or any other person;
- (i) reference to these Conditions of Business or any other agreement or document shall be construed as a reference to such agreement or document as it may be amended, modified or supplemented from time to time and shall include a reference to any other instrument(s) executed or hereafter or from time to time executed supplemental thereto or in substitution thereof;
- (j) 'parties' shall mean the parties to these Conditions of Business and 'party' shall mean, as the context requires, any one of the parties to these Conditions of Business; and
- (k) whenever these Conditions of Business refer to a number of days, such number shall refer to calendar days unless otherwise specified.

## 2.4 Headings

The headings and sub-headings in these Conditions of Business are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.

## B. BIDDERS' /BUYERS' CONDITIONS

The contractual relationship between The Edge Galerie and the Seller on the one hand and the Bidders and Buyers on the other is governed by the following terms.

### *The Edge Galerie's Capacity*

The Edge Galerie sells as agent for the Seller and as such is not responsible for any default by the Seller or the Buyer. Any sale will result in a contract made directly between the Seller and the Buyer.

## 3. Bidder's/Buyer's obligation to inspect

Limitations on The Edge Galerie's knowledge of the Lot

- 3.1 Bidders acknowledge that many of the Lots auctioned are of an age and type where they are not in perfect condition. All Lots

are sold "as is" at the time of Auction, with all faults, imperfections and errors of description.

- 3.2 The Edge Galerie is dependent on the Seller for all relevant information and factual material pertaining to Lots offered for sale. All information and factual material made available by The Edge Galerie in the Auction Catalogue or otherwise regarding each Lot is based on information provided to it by the Seller. The Edge Galerie is not able to and does not carry out exhaustive due diligence on each Lot offered for sale.
- 3.3 The Bidder and Buyer acknowledge that The Edge Galerie has not tested any electrical or mechanical goods prior to the Auction (whether in respect of their ability to function, their safety of operation or otherwise) and the Bidder and Buyer are solely responsible for testing such goods before using them.

#### *Limitations of the Auction Catalogue and other descriptions*

- 3.4 Information provided to Bidders in respect of any Lot by The Edge Galerie, whether written or oral, including any estimate, and information in any Auction Catalogue, condition or other report, commentary or valuation (i) is not a representation of fact or warranty made by The Edge Galerie, but only a statement of opinion, and (ii) may be revised prior to the Lot being sold (including whilst the Lot is on public view). The Seller, The Edge Galerie, The Edge Galerie's associated or affiliated companies and any agent, employee or director thereof shall not be liable for any errors or omissions of description, or any such information as set out above or for any misstatement as to any matter affecting the Lot. In particular, any representations including those in any catalogue, report, commentary or valuation, in relation to any aspect or quality of any Lot, including estimated price or value, (i) are statements of opinion only and (ii) may be revised prior to the Lot being offered for sale (including whilst the lot is on public view).
- 3.5 Solely as a convenience, condition reports may be provided by The Edge Galerie upon request, where such reports are available. Nothing in the condition reports shall be taken as a guarantee or warranty regarding the nature or condition of the Lot. Auction Catalogue descriptions and condition reports may occasionally make references to damage, restoration or particular imperfections of a Lot, but such references are for guidance only, are not exhaustive and should be evaluated by personal inspection by the Bidder and any Buyer or a knowledgeable representative. The absence of such a reference does not imply that the Lot is free from defects or restoration, nor does a reference to particular defects imply the absence of others.
- 3.6 Any estimated price range of the Lot provided by The Edge Galerie in the Auction Catalogue or otherwise should not be relied on as a statement that this is the price at which the Lot will sell or its value for any other purpose. The estimated price range is subject to change and may be revised anytime without prior notice and none of The Edge Galerie, any The Edge Galerie's associated or affiliated company or any agent, employee or director thereof shall be liable for any error or inaccuracy in any estimate. Bidders and Buyer should not rely upon the estimated price range as the representation or guarantee of actual selling price. The estimated price range does not include the Buyer's Premium and applicable Taxes.

#### *Bidder's/Buyer's responsibility*

- 3.7 Except as otherwise stated in these Conditions of Business, all Lots are sold "as is" with all faults and imperfections and errors of description and without any representation or warranty of any kind by The Edge Galerie (and its employees or agents) or the Seller. Bidders acknowledge the facts and limitations set out in the foregoing Conditions 3.1 to 3.6 and agree that they are not relying on any description or illustration by The Edge Galerie or the Seller in the Auction Catalogue, condition or other report, commentary, valuation or elsewhere and accept full responsibility to test and examine a Lot and for carrying out inspections and investigations prior to the sale to satisfy themselves as to the nature, condition and value of the Lot, which they may be interested in buying and that the Lot matches any written or oral description provided by The Edge Galerie or the Seller.
- 3.8 Each Lot offered for sale at The Edge Galerie is available for inspection by Bidders prior to the Auction. The Bidder undertakes:-
- (a) to fully inspect and examine the Lot prior to the sale and satisfy himself as to the condition, nature, value of the Lot and accuracy of its description;
- (b) to rely on his own judgment as to whether the Lot accords with its description;

(c) to seek any independent expert advice (reasonable in light of the nature and value of the Lot and the Bidders' own expertise) and satisfy himself as to the authorship, attribution, authenticity, genuineness, origin, date, age, provenance or condition of the Lot; and

(d) not to rely on any illustration or any information or description provided by The Edge Galerie (or its officers, directors, employees or agents) verbally or in writing in any Auction Catalogue, condition or other report, commentary, valuation or otherwise.

The Bidder will be deemed to have knowledge of all matters which he could reasonably have been expected to find out given his particular expertise or the exercise of his reasonable due diligence including inspection of the Lot.

The Edge Galerie reserves the right to determine the terms, conditions, manner, place and time of inspection of any Lot by any Bidder, Buyer or their experts, which shall be complied with in full by the Bidder, Buyer and their experts.

## **4. Exclusions and Limitations of Liability to Buyers**

4.1 This Condition 4 read together with Condition 15 provide The Edge Galerie's entire liability (including any liability for the acts and omissions of its officers, directors, employees, sub-contractors and agents and any affiliates) under or in connection with these Conditions of Business.

4.2 Except as otherwise stated in these Conditions of Business, neither The Edge Galerie (or its affiliated or associates companies) nor the Seller their servants or agents:-

(a) gives any guarantee or warranty to the Buyer (save in the case of the Seller, for the representations and warranties in Condition 14) and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law). No person in the employment of the Seller or The Edge Galerie or acting as agent of the Seller or The Edge Galerie has any authority to make or give any representation or warranty in relation to any Lot. In particular, any representations including those in any catalogue, report, commentary or valuation, in relation to any aspect or quality of any Lot, including estimated price or value, (i) are statements of opinion only and (ii) may be revised prior to the Lot being offered for sale (including whilst the lot is on public view);

(b) is liable for any inaccuracies, inconsistencies, errors or omissions in representations, descriptions or information provided to Bidders by The Edge Galerie, whether orally or in writing including in the Auction Catalogue, condition or other report, commentary, valuation or otherwise, in relation to any aspect or quality of any lot including price or value; whether or not such inaccuracy, inconsistency, error or omission is negligent; and

(c) accepts responsibility to the Bidder in respect of any acts or omissions (whether negligent or otherwise) by The Edge Galerie in connection with the preparation for or the conduct of auctions or for any matter relating to the sale of any Lot or the performance of these Conditions of Business.

4.3 Further, neither The Edge Galerie nor the Seller shall under any circumstances be liable to the Bidders for any loss or damage; special, indirect or consequential loss; pure economic loss, costs, damages or charges; loss of profits; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of goodwill; loss or damage arising from loss, damage or corruption of any data; loss suffered by third parties or loss of goodwill (including any loss or damage suffered by the Bidders as a result of an action brought by a third party) arising out of or in connection with these Conditions of Business, even if The Edge Galerie or the Seller has been apprised of the possibility of such losses or damages.

4.4 The Edge Galerie shall in no way be responsible for any breach of these Conditions of Business by the Seller.

4.5 Without prejudice to any other provision in these Conditions of Business in particular Condition 4.1 to 4.4 above, the maximum aggregate liability of The Edge Galerie and the Seller for any matter relating to or arising in connection with these Conditions of Business or any collateral agreement, whether based on an action or claim in contract including under an indemnity, tort (including negligence), statute or otherwise, shall be limited to the Purchase Price actually paid by the Buyer to the Edge Galerie for the Lot in relation to which the liability arises.

4.6 Without prejudice to any other provision in these Conditions of Business, The Edge Galerie shall not be liable for any loss, dam-

age or personal injury sustained by any person while on the premises of The Edge Galerie (including the third party premises where the Auction may be conducted) or by a Lot, or a part of a Lot, which may be on view from time to time. Any Bidder who damages a Lot, whether negligently or intentionally, shall be liable for all resulting loss and damage suffered by The Edge Galerie (and the Seller, as the case may be).

4.7 The exclusions and limitations of liability set out above or in these Conditions of Business do not apply to anything which cannot be excluded or limited by applicable law and shall survive the expiry or termination of these Conditions of Business for any reason whatsoever.

#### *Seller's liability to Buyers*

4.8 Subject to Condition 15, the Seller's obligations to the Buyer are limited to the same extent as The Edge Galerie's obligations to the Buyer. Any express or implied conditions or warranties are excluded save insofar as it is not possible under the law to exclude obligation implied by statute. In addition, The Edge Galerie reserves the right to agree on variations to the Seller's warranties with the Seller.

## **AT THE AUCTION**

### **5. Bidding at Auction**

#### *Rights of participation at Auction*

5.1 Participation at the Auction as Bidder or in any other manner including as spectator shall be by written invitation of The Edge Galerie only. The Edge Galerie has the right at its absolute discretion to refuse admission of any person to the Auction or The Edge Galerie's premises or other premises where the Auction is held or participation or bidding of any person in any Auction and to reject any bid. The Edge Galerie may without giving any reason refuse to accept the bidding of any person.

5.2 No person (including invited participants) shall be entitled to bid at the Auction without first having completed and delivered to The Edge Galerie the 'Bidder Registration Form' and any other information or references including bank or other financial information as required by The Edge Galerie and having provided identification before bidding, all of which shall be subject to The Edge Galerie's acceptance in its sole discretion.

5.3 Prospective Buyers who wish to bid in the sale room can register in advance of the sale, or can come to the saleroom on the day of the sale to register in person. Further information on the registration process can be found in The Edge Galerie's 'Buyer's Guide'.

#### *Bidding as principal*

5.4 In making a bid at the Auction, a Bidder is doing so as principal and will be held personally and solely liable for the bid, in particular to pay the Total Amount Due, plus all other applicable charges, unless it has been explicitly agreed in writing with The Edge Galerie before the commencement of the Auction that the Bidder is acting as agent on behalf of a principal and the 'Bidder Registration Form' is completed and signed by the principal which clearly states that the authorized bidding agent is acting on behalf of the named principal. In such circumstances, both the Bidder and the principal will be jointly and severally liable for all obligations arising from the bid and the principal shall be bound by these Conditions of Business by the Bidder's bid as his agent in the same way as if he were bidding personally.

5.5 Each Bidder shall be assigned a paddle for the purposes of bidding at the Auction identified by a serial number, and each Bidder shall be fully and wholly responsible for any use of his or her assigned paddle, regardless of the circumstances, and shall be solely liable for any bid placed using the paddle assigned to him, in particular to pay the Total Amount Due plus all other applicable charges if a bid placed using the paddle assigned to him is accepted by the fall of the auctioneer's hammer.

#### *Absentee Bids*

5.6 Bidders are strongly encouraged to attend the Auction in person but where absentee/written bids are available, The Edge Galerie shall use reasonable efforts to carry out absentee/written bids which shall be in Effort Malaysia, provided that the written instructions from the Bidders directing The Edge Galerie to bid on their behalf are in The Edge Galerie's opinion, sufficiently clear, complete and received no less than 24 hours before the Auction date in the prescribed 'Absentee/ Telephone Bids Form' provided by The Edge Galerie. Telephoned absentee bids must be confirmed before the Auction by letter or fax from

the Bidder. The Lots will be bought at the lowest possible price taking into account other bids placed and the Reserve Price. If written bids on the Lot are received by The Edge Galerie for identical amounts, and at the Auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first.

#### *Bidding by Telephone*

- 5.7 Bidders may bid by telephone during the course of the Auction for Lots with a minimum low estimate from time to time prescribed by The Edge Galerie and arrangements for such service must be confirmed with The Edge Galerie no later than twenty four (24) hours before the Auction by letter or fax. The Edge Galerie reserves the right to confirm the relevant details in writing before it agrees to place such bids and shall not be responsible for failure of any telephone bid for any reason. Telephone bids may be recorded. By bidding on the telephone, Bidders consent to the recording of their conversation.

#### *Absentee Bids and Telephone Bids*

- 5.8 Absentee/Written bids and telephone bids are offered as an additional service for no extra charge and on a confidential basis at the Bidder's sole risk and subject to The Edge Galerie's other commitments at the time of sale. The conduct of the sale may be such that The Edge Galerie is unable to bid as requested. The Edge Galerie will not accept liability for failure to place such bids or for any errors and omissions in connection with it. The Bidder should therefore attend in person or send an agent to the Auction if the Bidder wishes to be certain of bidding.

## 6. Conduct of the Auction

#### *Bidding*

- 6.1 The auctioneer will commence and advance the bidding at levels and increments he considers appropriate.
- 6.2 The auctioneer is entitled to make consecutive bids or make bids in response to other bids, on behalf of the Seller, up to the Reserve Price on the Lot, without indicating he is doing so or that he is doing so on behalf of the Seller and whether or not other bids are placed. The Bidder and Buyer acknowledge the rights of the auctioneer and the Seller set out in this Condition and waive any claim that they might have in this connection against The Edge Galerie or the Seller. Under no circumstances will the auctioneer place any bid on behalf of the Seller at or above the Reserve Price.
- 6.3 Unless otherwise specified, all Lots are offered subject to a Reserve Price. The Edge Galerie shall not be obliged to sell a Lot below the Reserve Price. In the event that there is no bid on a Lot or no bid at or above the Reserve Price, the auctioneer may deem such Lot unsold.

#### *Sale*

- 6.4 Subject to the auctioneer's sole discretion pursuant to Conditions 6.1 and 6.2 above, the person who makes the highest bid accepted by the auctioneer (or that person's disclosed principal, if applicable) shall be the Buyer. The fall of the auctioneer's hammer marks the acceptance of the highest bid and identifies the Hammer Price at which the Lot is knocked down by the auctioneer to the Buyer. The fall of the auctioneer's hammer also marks the conclusion of a contract of sale between the Seller and the Buyer for the Lot, whereupon the Buyer becomes liable to pay the Total Amount Due. The Bidder and Buyer shall not be entitled, for any reason whatsoever, to revoke or cancel the contract of sale for a Lot once concluded by the fall of the auctioneer's hammer.
- 6.5 The Buyer will be asked to sign a 'Buyer's Acknowledgement Form' upon the fall of the auctioneer's hammer and to make payment of 5% of the Purchase Price and applicable Taxes or RM800.00, whichever is greater, as a non-refundable earnest deposit before leaving the sale room. Failure by the Buyer to sign the Buyer's Acknowledgement Form and make payment for the earnest deposit will entitle The Edge Galerie at its discretion to render the sale of the Lot null and void and the auctioneer may then re-offer the Lot for sale.

#### *Auctioneer's discretion*

- 6.6 Notwithstanding Conditions 6.1 to 6.5 above, the auctioneer has absolute discretion at any time to:-
- (a) withdraw any Lot;
  - (b) postpone the Auction date;

- (c) admit or refuse admission to any person to the Auction;
- (d) accept or refuse any bid;
- (e) combine or divide any items to constitute a Lot for sale;
- (f) in the case of a dispute as to any bid, immediately determine the dispute or re-offer the Lot for sale or withdraw the Lot;
- (g) re-offer a Lot for sale if the auctioneer reasonably believes that there is an error or dispute; and/or
- (h) take such other action as he reasonably thinks fit in the circumstances.

#### *Currency converter*

- 6.7 The Auction will be conducted in Ringgit Malaysia but The Edge Galerie may provide a currency converter at the Auction for the convenience of Bidders. The figures shown in foreign currencies are only approximates and do not represent the exact exchange rates. The Edge Galerie does not accept liability to Bidders who follow and rely on the currency converter rather than the actual bidding in the sale room. Errors may occur in the currency converter and The Edge Galerie accepts no responsibility or liability for the same.

#### *Post-Auction Sale*

- 6.8 In the event the Lot is not sold at the Auction, The Edge Galerie shall be authorised as the exclusive agent of the Seller to sell the Lot via post-Auction sale in accordance with Condition 18 herein. Any post-Auction sale of Lots offered at Auction shall incorporate these Conditions of Business as if sold in the Auction.

#### *Waiver by Bidder and Buyer*

- 6.9 The Bidder and the Buyer acknowledge the rights of the auctioneer and the Seller set out in these Conditions of Business and waive any claim that they might have in this regard against The Edge Galerie or the Seller.
- 6.10 While invoices are sent out by mail after the Auction, The Edge Galerie does not accept responsibility for notifying the absentee Bidder of the result of his bids. Successful Bidders shall pay the Total Amount Due in accordance with Condition 7.1.

## AFTER THE AUCTION

## 7. Payment and Collection of the Lot

#### *Payment for the Lot*

- 7.1 Unless agreed otherwise in writing, the Buyer shall pay the Total Amount Due to The Edge Galerie by cash, cheque, banker's draft or wire transfer in Ringgit Malaysia within seven (7) days after the Auction or any post-auction sale of the Lot, or such other time period prescribed by The Edge Galerie. Payment from the Buyer shall not be deemed to have been made until The Edge Galerie is in receipt of cash or cleared funds. All charges imposed by a bank or financial institution arising from or in connection with such payment including any processing fee assessed on any returned cheques shall be borne by the Buyer. Where requested by The Edge Galerie, payment shall be accompanied by appropriate identification of the Buyer including but not limited to his or her name, permanent address and other proof of identity. Further information on the payment method can be found in The Edge Galerie's 'Buyer's Guide'.

#### *Collection of the purchased Lot*

- 7.2 Unless agreed otherwise, the Buyer or its authorised representative (with a letter of authorisation from the Buyer) must collect the Lot, at the Buyer's expense from the premises of The Edge Galerie (or its appointed storage solution provider) within seven (7) days after the Auction or such other time period prescribed by The Edge Galerie.
- 7.3 The Lot shall only be released to the Buyer or its authorised representative (with a letter of authorisation from the Buyer) upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification of the Buyer or his authorized representative.
- 7.4 If the Buyer has paid the Total Amount Due but does not collect the Lot within ninety (90) days after the Auction date, the Buyer authorises The Edge Galerie to dispose of the Lot as it sees fit, at the sole discretion of The Edge Galerie which may involve

offering the Lot for sale by auction or private sale on such price and terms as The Edge Galerie considers appropriate including those relating to estimates and reserves. All payments due from the Buyer to The Edge Galerie under or pursuant to these Conditions of Business which remain outstanding, including expenses incurred by The Edge Galerie for the storage, removal, insurance and any other costs or Taxes incurred for the storage and disposal of the Lot shall be deducted from the proceeds of sale. The Edge Galerie undertakes to hold to the Buyer's order the balance of the proceeds of sale received by The Edge Galerie in cleared funds less all storage, removal, insurance and any other costs or Taxes incurred, provided that if the Buyer does not collect such sum within (2) years of the Auction date (or the date of conclusion of any post-auction sale of the Lot to the Buyer), the Buyer shall be deemed to have waived all rights to such proceeds of sale and The Edge Galerie shall be entitled to retain such proceeds of sale to the extent permissible by law.

## 8. Title and Risk

#### *Passing of title*

- 8.1 The Buyer shall always remain liable for the Total Amount Due and shall not acquire title to the Lot sold until The Edge Galerie has received the Total Amount Due for the Lot in cash or cleared funds and The Edge Galerie has applied such payment to the Lot (even if, without prejudice to Condition 7.3, The Edge Galerie exercises its discretion to release the Lot to the Buyer). Subject to Condition 11.3(i) below, The Edge Galerie may in its absolute discretion determine the order in which any monies received from the Buyer shall be applied in discharge of the debts owing by the Buyer to The Edge Galerie.
- 8.2 In the circumstances where the Buyer on-sells the Lot or any part of the Lot before making payment in full to The Edge Galerie of the Total Amount Due, the Buyer agrees to: (i) hold on trust for The Edge Galerie the proceeds of that sale to the extent that they are equal to the Total Amount Due less any amounts from time to time paid to The Edge Galerie applied to that Lot; and (ii) keep the amount held on trust for The Edge Galerie in respect of any Lot in a separate bank account.

#### *Transfer of risk*

- 8.3 Any Lot purchased (including frames or glass where relevant) is entirely at the Buyer's risk and responsibility, from the conclusion of the contract of sale for the Lot to the Buyer.
- 8.4 The Buyer shall be solely responsible for insuring the Lot purchased from the time risk passes to the Buyer and The Edge Galerie shall not in any circumstances be liable for any loss or damage to the Lot.

## 9. Packing, handling and shipping

- 9.1 The packing, handling and shipping of the Lots is also entirely at the Buyer's risk and expense. The Edge Galerie shall not be liable for acts or omissions of the packers, handlers or shippers including where its own employees or packers, handlers or shippers recommended by it, are involved in such packing, handling or shipping.

## 10. Export and Permits

- 10.1 The export of any Lot from Malaysia or import into any other country may be subject to one or more export or import licences being granted. It is the Buyer's sole responsibility to identify and obtain any necessary export, import or other permit for the Lot. Without prejudice to or limiting the generality of Condition 4 above, The Edge Galerie and the Seller make no representations or warranties as to whether any Lot is or is not subject to export or import restrictions or any embargoes. Lots purchased shall be paid for in accordance with Condition 7 above and the denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment of the Total Amount Due for the Lot. The Edge Galerie shall not be obliged to rescind a sale nor to refund any interest or other Buyer's Expenses incurred by the Buyer where payment is made by the Buyer in circumstances where an export licence is required.

## 11. Non Payment by the Buyer

- 11.1 In the event the Buyer fails to pay the Total Amount Due within seven (7) days from the date of the sale or such other time pe-

riod prescribed by The Edge Galerie, The Edge Galerie shall be entitled to impose on the Buyer on behalf of the Seller special terms for payment, storage and insurance, and to take any necessary steps to collect the amount due from the Buyer.

- 11.2 Any additional expenses, including additional insurance premiums resulting from the Buyer's failure to pay the Total Amount Due within the time period prescribed by The Edge Galerie shall be borne by the Buyer. Unless and until such payment is made by the Buyer, The Edge Galerie shall be entitled to charge such expenses to the Seller or deduct such additional expenses from the earnest deposit and/or part payment paid by the Buyer.
- 11.3 Further, without prejudice to any rights the Seller may have, if the Buyer without prior agreement fails to make payment for the Lot within seven (7) days of the Auction or such other time period prescribed by The Edge Galerie, The Edge Galerie and/or the Seller (where applicable) shall at their sole discretion and without prejudice to any other rights which The Edge Galerie and the Seller may have, be entitled, both for themselves and as agent for the Seller, to exercise any one or more of the following rights or remedies:-
- (a) to charge default interest at the rate of 1.5% per month on the outstanding sums due from the Buyer;
  - (b) to charge all reasonable legal and administrative fees incurred by The Edge Galerie and the Seller;
  - (c) to forfeit the Buyer's earnest deposit as required under Condition 6.5 or any part payment made by the Buyer;
  - (d) to commence legal proceedings against the Buyer for recovery of all outstanding sums, including interest, legal fees, costs and other expenses on a full indemnity basis as well as damages for breach of contract;
  - (e) to rescind the sale of the Lot;
  - (f) to resell the Lot by auction or private sale on such terms as The Edge Galerie deems fit and to set-off the proceeds of sale against the outstanding sums unpaid by the Buyer. The Buyer and the Seller hereby consent to and authorise The Edge Galerie to arrange and carry out such resale on the Conditions of Business applicable at the time of the resale and agree that the level of the reserve and the estimates relevant to such resale shall be set at The Edge Galerie's sole discretion. The sales proceeds will be applied in reduction of the Buyer's debt. In the event such resale is for less than the Total Amount Due for that Lot, the Buyer shall remain liable for the shortfall together with all costs incurred in such resale and The Edge Galerie and the Seller shall be entitled to claim the balance from the Buyer together with any costs incurred in connection with the Buyer's failure to make payment. If the resale should result in a price higher than the Total Amount Due the surplus shall be paid to the Seller, subject to deduction of the Seller's Commission based on the higher price as well as Seller's Expenses and applicable Taxes. In such case, the Buyer waives any claim which the Buyer may have to the title to the Lot and agrees that any resale price shall be deemed commercially reasonable;
  - (g) to hold the Lot as security, pledge or lien pending payment of all outstanding sums due from the Buyer;
  - (h) to insure, remove and store the Lot either at The Edge Galerie's premises or elsewhere at the Buyer's sole risk and expense;
  - (i) to reject future bids made by or on behalf of the Buyer at any future auction or render such bids subject to payment of a deposit to The Edge Galerie before such bids are accepted;
  - (j) to retain that or any other Lot sold to the same Buyer at the same time or at any other auction and release it only after payment of the Total Amount Due;
  - (k) to apply any payments made by the Buyer to The Edge Galerie or to any affiliated company of The Edge Galerie towards settlement of the Total Amount Due or otherwise towards any costs or expenses incurred in connection with the sale of the Lot;
  - (l) to apply any payments made by the Buyer to The Edge Galerie or to any affiliated company of The Edge Galerie towards settlement of the Total Amount Due or otherwise towards any other debts owed by the Buyer to The Edge Galerie or to any other affiliated company of The Edge Galerie in respect of any other transaction;
  - (m) to set off any amounts owed by The Edge Galerie or The Edge Galerie's affiliated companies to the Buyer against any

amounts which the Buyer owes to The Edge Galerie or any of The Edge Galerie's affiliated companies whether as a result of any proceeds of sale or otherwise;

- (n) to take such other action as The Edge Galerie deems necessary or appropriate; or
- (o) to exercise a lien over any of the Buyer's property which is in its possession or in possession of any of The Edge Galerie's affiliated company for any reason until payment of all outstanding amounts due to The Edge Galerie has been made in full. The Edge Galerie shall notify the Buyer of any lien being exercised and the amount outstanding. If the amount outstanding then remains unpaid for fourteen (14) days following such notice, The Edge Galerie shall be entitled to arrange and carry out the sale of any such property in accordance with (f) above.

## 12. Failure to collect the purchased Lot

- 12.1 In the event the Lot is not collected within the time frame as provided in Condition 7.2 above, The Edge Galerie may arrange for storage of the Lot at the Buyer's risk and expenses. Any additional expenses resulting from the Buyer's failure to collect the Lot, including additional insurance premiums and storage charges, shall be borne by the Buyer. This shall apply whether or not the Buyer has made payment of the Total Amount Due. The Edge Galerie shall release the Lot only after the Buyer has made payment in full of all storage, removal insurance and any other costs incurred, together with payment of all other amounts due to The Edge Galerie, including if applicable, the Total Amount Due.
- 12.2 The Edge Galerie shall, in its absolute discretion and without prejudice to any other rights which it and the Seller may have, be entitled to exercise any of the rights or remedies listed in Condition 11.3 above, whether or not the Buyer has made payment of the Total Amount Due provided that The Edge Galerie shall not exercise its right under Condition 11.3(f) above for a period of ninety (90) days following the relevant sale. In the event that The Edge Galerie exercises its rights under Condition 11.3(f) above where the Buyer has made payment of the Total Amount Due, The Edge Galerie undertakes to hold to the Buyer's order the Net Sale Proceeds received by The Edge Galerie in cleared funds less all storage, removal, insurance and any other costs or Taxes incurred, provided that if the Buyer does not collect such sum within (2) years of the Auction date (or the date of conclusion of any post-Auction sale of the Lot to the Buyer), the Buyer shall be deemed to have waived all rights to such proceeds of sale and The Edge Galerie shall be entitled to retain such proceeds of sale.

## 13. Indemnities

- 13.1 Notwithstanding anything stated in these Conditions of Business and in consideration of these promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without prejudice to any other rights and remedies of The Edge Galerie or its successors and assigns (and its and their officers, directors, employees and agents) under these Conditions of Business, the Bidder or the Buyer shall at its own expense indemnify and hold harmless The Edge Galerie and its successors and assigns (and its and their officers, directors, employees and agents) on a full indemnity basis in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including attorney's fees and court costs on an indemnity basis) which The Edge Galerie or its successors and assigns (and its and their officers, directors, employees and agents) pays, suffers, incurs or is liable for which arise directly or indirectly out of or relate to the following events:-
- (a) any breach of these Conditions of Business or any negligent (including gross negligence) or otherwise wrongful act or omission of the Bidder or Buyer or their heirs, personal and legal representatives, estates, successors-in-title (and its officers, directors, employees and agents, where applicable); or
  - (b) any damage to property (including third party property) or any personal injury (including death) suffered by any person including the officers, directors, employees and agents of The Edge Galerie or its successors and assigns; caused by or contributed to by or resulting from any acts or omissions whether negligent, wilful or otherwise of the Bidder or Buyer or their heirs, personal and legal representatives, estates, successors-in-title (and its officers, directors, employees and agents, where applicable).

## C. SELLERS' CONDITIONS

### 14. Seller's Representations and Warranties

- 14.1 This Condition 14 governs the relationship between Seller and both Buyer and The Edge Galerie and are in addition to any other rights and remedies that The Edge Galerie may have against the Seller. If The Edge Galerie or the Buyer considers any of the representations or warranties listed below to be breached in any way, either The Edge Galerie or the Buyer may take legal action against the Seller. The Seller agrees to indemnify The Edge Galerie, any company affiliated to The Edge Galerie, their respective successors and assigns (and its and their officers, directors, employees and agents) and the Buyer against any loss or damage resulting from the Seller's breach or alleged breach of any of its representations and/or warranties, or other terms set forth in these Conditions of Business. Where The Edge Galerie reasonably believes that there is or may be a breach of any such representation or warranty, the Seller authorises The Edge Galerie in its sole discretion to rescind the sale of the Lot. For the avoidance of doubt, the Buyer shall not be entitled to rescind the sale of the Lot or not comply with its obligation to make payment of the Total Amount Due in accordance with Condition 7.1 due to the Seller's breach or alleged breach of any of its representations and/or warranties, or other terms set forth in these Conditions of Business.

The Edge Galerie shall be entitled to disclose the identity of the Seller to the Bidder, Buyer or any other third party where required by such Bidder, Buyer or third party to exercise their rights or obligations under these Conditions of Business or the law, or for any other reason that The Edge Galerie deems necessary.

- 14.2 The Seller represents and warrants to The Edge Galerie and to the Buyer that at all relevant times (including the time of the consignment of any Lot and the time of the sale of the Lot):-
- (a) The Seller is the true and sole owner of the Lot or is properly authorised by the owner with unrestricted rights to transfer the title to the Lot to the Buyer in accordance with these Conditions of Business;
  - (b) The Seller has full legal right, capacity, authority and power to agree to and bind itself by these Conditions of Business and is able to and shall in accordance with these Conditions of Business, transfer to the Buyer possession and good and marketable title to the Lot free from any third party rights, encumbrances or claims or potential claims including without limitation intellectual property claims and any claims which may be made by governments or governmental agencies, the artist or any agents representing the artist of the Lot or any third party;
  - (c) The Lot is authentic and is not a forgery;
  - (d) The Seller has disclosed to The Edge Galerie, in writing, all relevant information in his possession relating to the provenance and attribution of the Lot including any concerns expressed by any third parties in relation to the ownership, condition, authenticity, attribution or export or import of the Lot;
  - (e) Where the Lot has been moved into Malaysia from another country, the Lot has been lawfully imported into Malaysia; the Lot has been lawfully and permanently exported as required by the law of any country in which it was located; required declarations upon the export and import of the Lot have been properly made; any duties and taxes on the export and import of the Lot have been paid;
  - (f) The Seller and the Lot respectively are in no way encumbered by any claim, pledge, lien, charge, option, pre-emption rights or other equity on (including Intellectual Property Rights), over or affecting the Lot and there is no agreement or arrangement to give or create such encumbrance and no claim has been or will be made by any person to be entitled to the Lot in respect of any of the foregoing;
  - (g) The Seller has paid or will pay all Taxes due or potentially due on the proceeds and Seller's Expenses and applicable Taxes arising from or in connection with the sale of the Lot;
  - (h) The Seller is the sole owner of the Intellectual Property Rights in the Lot or is properly authorized by the owner to grant The Edge Galerie the right to use the Intellectual Property Rights in the Lot as necessary for the purposes of these Conditions of Business;
  - (i) The Seller is not aware of any matter or allegation which would render any description, listing, communication, illustration or reproduction given in the Auction Catalogue and any condition

report, salesroom notice, video or audio production, or any other literature, documents and publications, and the marketing and promotion of the Lot (including magazine and press articles and invitation cards) by The Edge Galerie in relation to the Lot inaccurate or misleading;

- (j) Unless the Seller informs The Edge Galerie in writing to the contrary at the time of consignment of the Lot to The Edge Galerie, any electrical or mechanical goods (or any electrical or mechanical parts of Lots offered for sale) are in a safe operating condition if reasonably used for the purpose for which they were designed and are free from any defect not obvious on external inspection which could prove dangerous to human life or health; and
- (k) The Seller is not aware of any allegations of infringement or notices of misappropriation issued by any person or any claims that the Lot or its use or enjoyment as contemplated by these Conditions of Business infringes or will infringe any rights, including any Intellectual Property Rights of any third party.

## 15. Exclusions and Limitations of Liability to the Seller

- 15.1 This Condition 15 read together with Condition 4 provide The Edge Galerie's entire liability (including any liability for the acts and omissions of its officers, directors, employees, sub-contractors and agents and any affiliates) to the Seller under or in connection with these Conditions of Business.
- 15.2 Any information, representations or description written or oral and including those in any Auction catalogue, report, commentary or valuation in relation to any aspect or quality of any Lot, including price or value (a) may be revised prior at any time prior to the sale of the Lot (including whilst the Lot is on public view). In the light of The Edge Galerie's dependence on information provided to it by the Seller, The Edge Galerie, its successors and assigns and affiliated companies (and its and their officers, directors, employees, sub-contractors and agents) shall not be liable for any errors or omissions in any oral or written information, representation or description provided to it by the Seller.
- 15.3 The Edge Galerie shall not be liable to the Seller or any third party for any acts or omissions by it in connection with the preparation for or the conduct of the Auction (including any errors or inaccuracies in the description, listing, communication, illustration or reproduction in the Auction Catalogue and any condition, report, salesroom notice, video or audio production, or any other literature, documents and publications, and the marketing and promotion of the Lot (including magazine and press articles and invitation cards) or for any matter relating to the sale of the Lot or otherwise relating to the handling, storage or transport of the Lot or the performance of these Conditions of Business, whether negligent, wilful, fraudulent or otherwise.
- 15.4 The Edge Galerie shall not be liable to the Seller for the following types of loss or damage even if, The Edge Galerie has been advised of the possibility of such loss or damage: special, indirect or consequential loss; pure economic loss, costs, damages or charges; loss of profits; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of goodwill; loss or damage arising from loss, damage or corruption of any data; loss suffered by third parties or loss of goodwill (including any loss or damage suffered by the Seller as a result of an action brought by a third party) arising out of or in connection with these Conditions of Business, even if The Edge Galerie has been apprised of the possibility of such losses or damages.
- 15.5 While The Edge Galerie, its successors and assigns (or its and their officers, directors, employees, sub-contractors and agents) and its appointed carrier /storage solution provider and independent contractors will take reasonable care to preserve the condition of the Lot while it is in their possession, The Edge Galerie, its successors and assigns (or its and their officers, directors, employees, sub-contractors and agents) and its appointed carrier /storage solution provider and independent contractors shall not be held liable to the Seller, Bidder or Buyer (i) for any loss or damage caused to frames or to glass covering prints, paintings or other work, (ii) for any loss or damage occurring in the course of any process undertaken (including restoration, framing or cleaning, or (iii) for any loss or damage to the Lot howsoever caused, including but not limited to the following:-

- (a) normal wear and tear;
- (b) gradual deterioration;

- (c) inherent vice or defect including woodworm, mildew and other inherent defects not mentioned herein;
  - (d) changes in atmospheric conditions; or
  - (e) handling or storage.
- 15.6 Without prejudice to the above, if The Edge Galerie is held to be liable to the Seller for any matter relating to or arising in connection with these Conditions of Business, whether based on an action or claim in contract including under an indemnity, tort, negligence, strict liability in tort or by statute or otherwise, the amount of damages recoverable against The Edge Galerie for all events, acts or omissions shall not exceed (i) in the case of a sold Lot the total amount of Seller's Commission and Buyer's Premium received by The Edge Galerie; or (ii) in the case of an unsold Lot the total amount of Seller's Commission and Buyer's Premium which would be payable to The Edge Galerie calculated based on the Reserve Price.
- 15.7 The exclusions and limitations of liability set out above or in these Conditions of Business do not apply to anything which cannot be excluded or limited by applicable law and shall survive the expiry or termination of these Conditions of Business for any reason whatsoever.

## AT THE AUCTION

### 16. Reserve Price

- 16.1 The sale of the Lot will be subject to a Reserve Price, which shall be kept confidential by both The Edge Galerie and the Seller, and a non-binding estimated price range which shall be determined by The Edge Galerie at its sole discretion and described in the Auction Catalogue before The Edge Galerie proceeds to offer the Lot for sale. For the avoidance of doubt and notwithstanding the confidentiality obligation in the preceding sentence, The Edge Galerie shall have the right to disclose the Reserve Price as is necessary to perform its obligations under or pursuant to these Conditions of Business.
- 16.2 The Edge Galerie shall under no circumstances be liable if bids are not received at the level of the Reserve Price. The Edge Galerie shall however be entitled to sell the Lot below the Reserve Price.
- 16.3 In the event the Lot is sold below the Reserve Price at the Auction (but not otherwise), The Edge Galerie shall account to the Seller as if the Hammer Price was equal to the Reserve Price.
- 16.4 If a Lot fails to sell, the auctioneer will announce that the Lot is unsold.

## AFTER THE AUCTION

### 17. Non-payment by the Buyer

- 17.1 In the event the Buyer fails to pay the Total Amount Due within seven (7) days from the date of the sale or such other time period prescribed by The Edge Galerie, The Edge Galerie and the Seller shall agree on special terms for collection of payment from the Buyer, storage and insurance of the Lot. The Edge Galerie shall be entitled (but not obliged) to take any necessary steps to collect the amount due from the Buyer.
- 17.2 However, The Edge Galerie shall not be in any way liable to the Seller for the amount due from the Buyer or be obliged to remit the payment due to the Seller, nor to take any legal proceedings on behalf of the Seller. The Edge Galerie shall discuss with the Seller and agree on the appropriate course of action to be taken to recover the payment due from the Buyer. In addition, The Edge Galerie shall have absolute discretion to take and enforce any of the remedies set out in Condition 11 (Non Payment by the Buyer) above including the right to rescind the sale and return the Lot to the Seller, subject to full payment of the Seller's Expenses and applicable Taxes by the Seller. The Edge Galerie shall be entitled to charge the Buyer interest for late payment in accordance with Condition 11.3(a) above and the Seller hereby authorises The Edge Galerie to retain such interest for The Edge Galerie's own account.
- 17.3 In the event a deposit or part payment has been received from the Buyer, The Edge Galerie shall be entitled to deduct from such deposit or part payment all Seller's Expenses, Buyer's Expenses and Taxes (if any) due and payable by the Seller and the Buyer to The Edge Galerie in any order of priority at The Edge Galerie's discretion. The balance of the deposit shall be shared equally between the Seller and The Edge Galerie.

## 18. Post-Auction Sale

- 18.1 In the event the Lot is not sold at the Auction, The Edge Galerie shall be authorised as the exclusive agent of the Seller for a period of seven (7) days following the Auction date to sell the Lot privately for a price that will result in a payment to the Seller of no less than the amount (after deducting all Taxes and Seller's Expenses and Seller's Commission due from the Seller) to which he would have been entitled had the Lot been sold at a price equivalent to the Reserve Price.
- 18.2 If The Edge Galerie wishes to sell the Lot for any lesser amount, the sale shall be upon terms which The Edge Galerie and the Seller shall agree and set out in writing.
- 18.3 Upon sale of the Lot by The Edge Galerie to a Buyer, a contract of sale shall be concluded between the Seller and the Buyer. The Seller's obligations to The Edge Galerie and the Buyer with respect to the Lot are the same as if such Lot had been sold on the Auction date unless otherwise agreed in writing.
- 18.4 Any reference in these Conditions of Business to the date of the Auction shall be treated as being a reference to the date of the post-Auction sale.

## 19. Unsold Lot

- 19.1 In the event the Lot remains unsold pursuant to Condition 18.1 above, the Seller may re-appoint The Edge Galerie to act as its exclusive agent to sell the Lot upon terms which shall be mutually agreed between the parties.

## 20. Introductory Fees

- 20.1 The Edge Galerie reserves all rights to claim for payment of an introductory fee or selling commission and applicable Taxes for the Lot from any party.

## D. BIDDERS', BUYERS' AND SELLERS' CONDITIONS

### 21. Intellectual Property

- 21.1 No representations or warranties are made by The Edge Galerie or the Seller as to whether any Lot is subject to any Intellectual Property Rights including copyright or whether the Buyer acquires any Intellectual Property Rights including copyright in any Lot.
- 21.2 The Edge Galerie reserves the right to photograph, video, illustrate or otherwise reproduce images of and details (including the Buyer's name) in connection with the Lot (whether or not the Lot is identified in such reproduction), both before and after the Auction. The Edge Galerie shall own the Intellectual Property Rights in all such illustrations, photographs, reproductions, descriptions, written materials and published content produced by or on behalf of The Edge Galerie in relation to each Lot.

### 22. Data Protection

- 22.1 In connection with the management and operation of The Edge Galerie's business and the marketing and supply of The Edge Galerie and its affiliated companies, The Edge Galerie may request the Seller, Bidder or Buyer (as the case may be) to provide personal data about themselves such as their name, address, proof of identity and details of bank accounts (as the case may be) and by providing such personal data to The Edge Galerie, each Seller, Bidder or Buyer hereby consents to the processing and transfer of personal data out of Malaysia for the purposes as described herein. Any personal data related to the Seller, Bidder or Buyer held or processed by The Edge Galerie pursuant to these Conditions of Business shall be governed by The Edge Galerie's data protection policy, which may be found at [ ]. The Seller, Bidder and Buyer hereby acknowledge that they have read and fully understood the terms of the said policy and agree to be bound by such terms. The provision of such personal data is obligatory in order for The Edge Galerie to perform its obligations under these Conditions of Business and if the Seller, Bidder or Buyer provides The Edge Galerie with information that is defined by law as 'sensitive personal data', they expressly agree that The Edge Galerie and its affiliated companies may use it for the purposes described herein. If The Edge Galerie so requests, each Seller, Bidder or Buyer agrees to provide (in a form acceptable to The Edge Galerie) written confirmation of their name, permanent address, proof of identity and creditworthiness.

22.2 The Edge Galerie may make such information available to external experts, restorers, agents, or other third parties for the purposes of credit reference, authentication and verification of information concerning the Seller, Bidder and Buyer and conducting the sale of the Lot. In order to fulfil the services requested by the Seller, Bidder or Buyer, the Edge Galerie may also disclose such information to third parties as required in order for The Edge Galerie to carry out its obligations and exercise its rights under this Agreement.

22.3 The personal data may also be used (unless it is objected) for marketing and promotional purposes including advising the Seller, Bidder or Buyer of forthcoming events or selected services of The Edge Galerie and its affiliated companies, which may be by way of telephone calls, short messaging service, post, facsimile and any other form of communication. If the Seller, Bidder or Buyer does not wish for The Edge Galerie to disclose, transfer, use or otherwise process his or her personal data for any of the purposes described in this Condition 22 such as for marketing and promotional purposes, he or she may so request via the contact details given in Condition 26 below or the data protection policy.

22.4 The parties acknowledge that for security purposes, The Edge Galerie's premises and the premises at which the Auction is conducted may be subject to video recording. Telephone calls such as telephone bidding and voicemail messages and related communications with The Edge Galerie and its officers, directors, employees and agents may also be recorded.

22.5 If any other party wishes to access or correct the personal data or would like to contact The Edge Galerie with any inquiries or complaints in respect of the personal data, it may do so via the contact details stated in Condition 26 below or the data protection policy.

The Edge Galerie respects your privacy. Our privacy policy can be found at:

- [www.theedgegalerie.com/privacy-Eng](http://www.theedgegalerie.com/privacy-Eng) (English)
- [www.theedgegalerie.com/privacy-BM](http://www.theedgegalerie.com/privacy-BM) (Bahasa Malaysia)

### 23. Taxes

23.1 Where these Conditions of Business refer to an obligation to make payment by the Buyer or the Seller, the Buyer or the Seller (as applicable) shall be liable to pay the Taxes as required by law.

23.2 Unless otherwise stated, goods or services provided by The Edge Galerie pursuant to these Conditions of Business (including but not limited to the goods or services for which Buyer's Premium, Buyer's Expenses, Expenses, Seller's Commission, Seller's Expenses, Introductory Fees are payable) are subject to GST. The amount payable for such goods or services shall be increased by an additional amount on account of GST, such amount to be calculated as follows:

$A \times R$   
where:

A is the amount payable for the goods or services; and  
R is the applicable rate of GST.

23.3 For avoidance of doubt, GST will be additionally payable by the Buyer on the Hammer Price of a Lot or such other purchase price of a Lot sold if such Lot is subject to GST. GST is applicable to a Lot if the said Lot is sold by a GST registered Seller, or a Seller that is required to be registered under the GST Act, or is imported from outside Malaysia into Malaysia for Auction or such other conditions as prescribed by the competent authorities. Wherever possible, a Lot which is subject to GST shall be marked with a [#] either in the Auction Catalogue and/or by way of notice posted in the sale room and/or by way of announcement during the Auction. The amount payable for such Lot shall be increased by an additional amount on account of GST, such amount to be calculated as follows:

$A \times R$   
where:

A is the Hammer Price of a Lot or such other purchase price of a Lot sold; and  
R is the applicable rate of GST.

23.4 Subject to further changes to the GST Act affecting the operations of these Conditions of Business, The Edge Galerie reserves the right to amend these Conditions of Business unilaterally to give effect to the same, by way of notice to the parties.

### 24. Law and Jurisdiction

24.1 These Conditions of Business shall be governed by and interpreted in accordance with the laws of Malaysia.

24.2 Parties hereby submit to the exclusive jurisdiction of the Malaysian courts. Notwithstanding the preceding sentence, The Edge Galerie has the right to commence proceedings in any other jurisdiction other than the Malaysian courts, in which case the other parties agree to submit to the jurisdiction of that other court elected by The Edge Galerie.

24.3 All Sellers, Bidders and Buyers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, person service, delivery at the last address known to The Edge Galerie or any other usual address, mail or in any other manner permitted by Malaysian law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

### 25. Assignment and Sub-contracting

25.1 The Seller, Bidder or Buyer shall not under any circumstances assign, transfer, grant any security interest over or hold on trust any of its rights or obligations in these Conditions of Business to a third party without the prior consent of The Edge Galerie in writing. However these Conditions of Business shall be binding on any of the Seller's or Buyer's successors, assigns, trustees, executors, administrators and representatives.

25.2 The Edge Galerie may, without the consent of the other parties, transfer, sub-contract or assign all or any of its rights and/or obligations to any other third party.

### 26. Notices

26.1 All notices, requests, claims and other matters shall be made in writing and in the English language and shall be delivered to the address below with registered mail or equivalent, facsimile, courier service or other electronic transmission:-

The Edge Galerie  
Level 3, Menara KLLK  
1Jalan PJU 7/6  
Mutiara Damansara  
47810 Petaling Jaya  
Selangor  
Malaysia  
Tel:  
Fax:

26.2 Any such notice:-

- if posted, shall be deemed to have been received three (3) Business Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) Business Days after the date of posting;
- in the case of facsimile or other electronic transmission, upon confirmation of complete receipt being given by the intended recipient party; or
- if couriered, on delivery.

### 27. Export/import and embargoes

27.1 No representations or warranties are made by The Edge Galerie or the Seller as to whether any Lot is subject to any export restrictions from Malaysia or any import restrictions of any other country. Similarly, The Edge Galerie makes no representations or warranties as to whether any embargoes exist in relation to the Lot.

### 28. Rights Cumulative and Waivers

28.1 The rights of each party under these Conditions of Business are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law.

28.2 A failure or delay in exercising any right or remedy under these Conditions of Business shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of these Conditions of Business shall not constitute a waiver of any breach.

### 29. Severability

29.1 If any provision of these Conditions of Business (or part thereof) is held to be illegal, void, invalid or unenforceable under present or future laws or regulations effective and applicable during the term of these Conditions of Business, such provision (or part thereof) shall be fully severable and these Conditions of Business shall be construed as if such illegal, void, invalid or unenforceable provision had never comprised a part of these Conditions of Business and the legality, validity and enforceability of the remaining provisions of these Conditions of Business shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Conditions of Business. The parties shall then use their reasonable efforts to arrive at a new provision consistent with the overall intent and objective of these Conditions of Business.

### 30. Binding Effect of these Conditions of Business

30.1 These Conditions of Business shall be binding on the heirs, personal and legal representatives, estates, successors-in-title and permitted assigns (where applicable) of the parties.

# BIDDER REGISTRATION FORM

THE **EDGE** AUCTION 2017

Please complete all fields below. The signed copy should be faxed to +603-7721 8080 or emailed to [auction@theedgegalerie.com](mailto:auction@theedgegalerie.com)

## Bidder Details

Billing Name \_\_\_\_\_

I.C./Passport No. \_\_\_\_\_

Address \_\_\_\_\_

Telephone (O) \_\_\_\_\_ Telephone (H) \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Sale Title SOUTHEAST ASIAN ART Sale Date 5th March 2017

## Identification/Financial Reference

Proof of Identity (please mark):  Identity card/Passport/Driving Licence/Company Registration

GST Registration No. (if any) \_\_\_\_\_ Others (please state) \_\_\_\_\_

Supporting Documents / Utility Bills / Bank Statement \_\_\_\_\_

## Banking Details

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Credit Card Type \_\_\_\_\_ Credit Card No. \_\_\_\_\_

Expiration Date \_\_\_\_\_ Issuing Bank \_\_\_\_\_

Contact person at the bank \_\_\_\_\_ Bank Contact Telephone No. \_\_\_\_\_

## Declarations

I have read the Conditions of Business, Buyer's Guide and the notices printed in the Auction Catalogue, and hereby agree to be bound by them as the Bidder and/or Buyer. I also agree to abide by any notice announced by the auctioneer or written/printed notice posted at the auction venue

The Edge Galerie acts as exclusive agent for the Seller (save where stated otherwise in the Auction Catalogue) and as such is not responsible for any default by the Seller. Any concluded contract of sale for a Lot is made directly between the Seller and me.

I hereby confirm that I am registering to bid at the auction as principal and will be held personally and solely liable for the bid. If my bid is successful, I agree to pay the Total Amount Due within seven (7) days of the sale or within such other duration prescribed by The Edge Galerie and in such form and manner prescribed by The Edge Galerie. I understand that the invoice will be made out in my name, unless it has been explicitly agreed in writing with The Edge Galerie before the commencement of the sale that I am acting as agent on behalf of an identified third party (hereinafter, referred to as "disclosed principal") acceptable to The Edge Galerie. In such circumstances, both my disclosed principal and I will be jointly and severally liable for all obligations arising from the bid and my disclosed principal shall be bound by the Conditions of Business by my bid as his agent in the same way, as if he were bidding personally.

I understand that if my bid is successful, I will be asked to sign a buyer's acknowledgement form upon the fall of the hammer and to make payment of 5% of the Purchase Price and applicable Taxes (or RM800, whichever is greater) as a non-refundable earnest deposit before leaving the sale room. My failure to sign the buyer's acknowledgement form and make payment for the earnest deposit will entitle The Edge Galerie at its discretion to render the sale of the Lot null and void and the auctioneer may re-offer the Lot for sale.

I hereby authorize The Edge Galerie, its affiliated companies and its bank representative to process my personal data for the purposes described in the Conditions of Business including requesting for bank references relating to the account(s) specified by me above.

Purchased Lots may be collected only upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification.

The Edge Galerie accepts credit cards as full payment for purchase and will not accept cancellation of the sale of any Lot by me.

I understand that this Bidder Registration Form is subject to The Edge Galerie's acceptance in its sole discretion.

The Edge Galerie respects your privacy. Our privacy policy can be found at:

- [www.theedgegalerie.com/privacy-Eng](http://www.theedgegalerie.com/privacy-Eng) (English)
- [www.theedgegalerie.com/privacy-BM](http://www.theedgegalerie.com/privacy-BM) (Bahasa Malaysia)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# TELEPHONE/ABSENTEE BID FORM

THE **EDGE** AUCTION 2017

Please complete all fields below. The signed copy should be faxed to +603-7721 8080 or emailed to [auction@theedgegalerie.com](mailto:auction@theedgegalerie.com)

## Bidder Details

Billing Name \_\_\_\_\_  
 I.C./Passport No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone (O) \_\_\_\_\_ Telephone (H) \_\_\_\_\_ Mobile Phone \_\_\_\_\_  
 Email \_\_\_\_\_ Fax \_\_\_\_\_  
 Sale Title SOUTHEAST ASIAN ART Sale Date 5th March 2017

## Identification/Financial Reference

Proof of Identity (please mark): Identity card/Passport/Driving Licence/Company Registration  
 GST Registration No. (if any) \_\_\_\_\_ Others (please state) \_\_\_\_\_  
 Supporting Documents / Utility Bills / Credit Card \_\_\_\_\_

## Banking Details

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
 Credit Card Type \_\_\_\_\_ Credit Card No. \_\_\_\_\_  
 Expiration Date \_\_\_\_\_ Issuing Bank \_\_\_\_\_

PLEASE ENTER YOUR BIDS IN RINGGIT MALAYSIA. BIDS IN FOREIGN CURRENCIES WILL NOT BE ACCEPTED.

Please select your bidding option: Written Bid  Telephone Bid

Lot No.	Artist Name/Title of Lot	Maximum Bid Amount (RM)

To allow time for processing, bids must be received at least twenty four (24) hours before the Auction. The Edge Galerie confirms telephoned bids by letter or fax and faxed bids by return fax. If you have not received a confirmation within the same day / one (1) business day, kindly contact us at +(603) 77218080 or re-submit your bids. The Edge Galerie reserves the right to confirm the relevant details in writing before it agrees to place such bids and shall not be responsible for failure of any telephone bid for any reason. Telephone bids may be recorded. By bidding on the telephone, I consent to the recording of my conversation.

For additional bids, please attach a separate page.

## Declarations

I have read the Conditions of Business, Buyer's Guide and notices printed in the Auction Catalogue, and hereby agree to be bound by them as a Bidder and/or Buyer as applicable. I also agree to abide by any notice announced by the auctioneer or written/printed notice posted at the auction venue. The Edge Galerie acts as exclusive agent for the Seller (save where stated otherwise in the Auction Catalogue) and as such is not responsible for any default by the Seller.

I request that The Edge Galerie enter bids on the following Lot(s) up to the maximum bid amount I have indicated for the Lot(s). I hereby confirm that I am registering to bid at the Auction as principal and will be held personally and solely liable for the bid. This is unless it is explicitly agreed in writing with The Edge Galerie that I am acting as agent on behalf of a principal in which case the principal and I will be jointly and severally liable for all obligations arising from the bid. I understand that by submitting this bid, I have entered into a binding contract to purchase the Lot(s), if my bid is accepted by the striking of the auctioneer's hammer at the Auction. I understand that if my bid is so accepted, a contract of sale will be concluded between the Seller and me and I will be obligated to pay the Total Amount Due, within seven (7) days of the sale or such other time period prescribed by The Edge Galerie and in such form and manner prescribed by The Edge Galerie.

Accordingly, the invoice will be made out in my name, unless it has been explicitly agreed in writing with The Edge Galerie before the sale that I am acting as agent on behalf of an identified third party (hereinafter, referred to as "disclosed principal") acceptable to The Edge Galerie. In such circumstances, both my disclosed principal and I, will be jointly and severally liable for all obligations arising from the bid.

I understand that I may be requested to place with The Edge Galerie proof of my address and a refundable earnest deposit equivalent to 5% of the maximum bid amount indicated herein and applicable Taxes or RM800, whichever is greater, in the form of a bank draft, personal cheque, credit card payment or telegraphic transfer into The Edge Galerie's account. Should none of my bids be successful, the earnest deposit shall be returned to me in full. Should my bid be successful, the earnest deposit will become non-refundable, and my failure to make payment for the earnest deposit will entitle The Edge Galerie at its discretion to refuse to any bid on my behalf.

I further understand that it is my responsibility to check that there are no late saleroom notices affecting the sale of the Lot(s) specified herein, which Bidders in the saleroom have been notified at the commencement of the auction by the auctioneer. I hereby authorise The Edge Galerie to contact me on the number below for telephone bidding. I understand and accept the inherent risks of bidding over the telephone and will not hold The Edge Galerie responsible for any errors that occur.

Purchased Lots may be collected only upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification.

The Edge Galerie does accept credit cards as full payment for purchase and will not accept cancellation of the sale of any Lot by me.

I understand that this Absentee/Telephone Bid Form is subject to The Edge Galerie's acceptance in its sole discretion.

For Telephone Bid Only: I request to bid by telephone during the course of the Auction. I acknowledge that telephone bids may be recorded and that by bidding on the telephone, I consent to the recording of my conversation and the use of such recording for any purpose which The Edge Galerie deems fit.

The Edge Galerie respects your privacy. Our privacy policy can be found at:  
 • [www.theedgegalerie.com/privacy-Eng](http://www.theedgegalerie.com/privacy-Eng) (English)  
 • [www.theedgegalerie.com/privacy-BM](http://www.theedgegalerie.com/privacy-BM) (Bahasa Malaysia)

Noted: This is 5% of maximum bid price without Buyer's Premium.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# INVITATION TO CONSIGN



CHONG SIEW YING, *CATTELYA*, 2007, 113CM X 120CM, OIL ON CANVAS

**THE**EDGE**AUCTION**

NEXT AUCTION IN 2018

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ARTWORK DETAIL: LOT 101 | DATUK SHARIFAH FATIMAH ZUBIR | SOLITARY DREAM | 2015

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Supported by



An abstract painting with a textured surface, featuring a mix of blue, yellow, and red tones. The brushstrokes are visible, creating a sense of movement and depth. The colors are layered and blended, with some areas appearing more saturated than others. The overall effect is a vibrant, multi-colored composition.

**THE EDGE AUCTION**

**SOUTHEAST ASIAN ART**

**5 MARCH 2017**