

# PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT AND ASSIGNMENT (FIRST PARTY)  
BOTH DATED THE 3RD DAY OF NOVEMBER, 2004 AND POWER OF ATTORNEY  
DATED THE 26TH DAY OF OCTOBER, 2004

BETWEEN  
OCBC BANK (MALAYSIA) BERHAD [199401009721/295400-W] ASSIGNEE  
AND  
TAN LAI KUAN [NRIC NO. 630211-12-5396/H0448860] ASSIGNOR/BORROWER

In exercise of the rights and powers conferred upon the Assignee under the Facilities Agreement And Assignment (First Party) both dated the 3rd day of November, 2004 And Power of Attorney dated the 26th day of October, 2004 ("the Said Agreements") entered into between the Assignor/Borrower and the said Assignee in respect of the Sale And Purchase Agreement between Inprofit Development Sdn Bhd (the Vendor) and Tan Lai Kuan (the Purchaser) dated the 25th day of August, 2004 it is hereby proclaimed that the said Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY  
**PUBLIC AUCTION**  
ON TUESDAY, THE 24TH DAY OF DECEMBER, 2024  
AT 10.30 A.M. IN THE MORNING  
AT THE AUCTION CENTRE

Alternatively, prospective bidders may submit bids for the property online via website at [ebid.auctions.com.my](http://ebid.auctions.com.my)  
(For online bidding, please register at least **one (1)** working day before the auction day for registration & verification purposes)  
**ONLINE BIDDERS ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS ON [ebid.auctions.com.my](http://ebid.auctions.com.my)**

- NOTE: (a) Prospective bidders are advised to: (i) inspect the subject property and check on the issuance of separate title (ii) seek legal advice on the Conditions of Sale herein (iii) conduct official search on the parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies.
- (b) The Property will be sold subject to a reserve price (exclusive of Sales and Services Tax, which, if payable, shall be borne and paid by the Purchaser at the prevailing rate).
- (c) The Bank shall not be responsible for any delay, failure, error, omission or loss of information transmitted due to the failure of e-bidding website or internet access problems or any line interruption that occurs during the e-bidding process.

## PARTICULARS OF PROPERTY:-

MASTER TITLE NO AND LOT NO : CL 015027657

DISTRICT / STATE : Kota Kinabalu / Sabah

TENURE : Leasehold for 999 years expiring on 31<sup>st</sup> December, 2911

FLOOR AREA (UNIT) : Approximately 1,657 square feet (153.9 square metres)

DEVELOPER / VENDOR : Inprofit Development Sdn Bhd

ENCUMBRANCE : Assigned to **OCBC Bank (Malaysia) Berhad** pursuant to the Said Agreements and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover.

**THE SUBJECT PROPERTY WILL BE SOLD TO BUMIPUTRA BIDDER ONLY**

**LOCATION AND DESCRIPTION OF THE PROPERTY**

The subject property is located about 3½ kilometres south-east of a Kota Kinabalu City Centre. It is about 4 kilometres south-west of Inanam Town Centre.

The subject property comprises of a **corner duplex three (3) + one (1) bedrooms condominium unit** identified as Developer's Parcel No: Lot No. 2, Type A, Ground Floor, Block A, Kondominium Seri Borneo together with Accessory Parcel Car Park Bay No. A-1-2 and bearing postal address of **Lot No. 2 (A-1-2), Ground Floor, Block A, Phase 5, Kondominium Seri Borneo Phase 5, Off Jalan Lintas, 88300 Kota Kinabalu, Sabah.**

**RESERVE PRICE**

The property will be sold on an "as is where is basis" and subject to a reserve price of **RM750,000.00 (RINGGIT MALAYSIA SEVEN HUNDRED AND FIFTY THOUSAND ONLY)** only and subject to the **Conditions of Sale** and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the Developer and other relevant authorities, if any, is required, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authority. All expenses incurred in obtaining the said consent shall be borne by the Purchaser. Any arrears of quit rent, taxes, rates, assessment, fees, bills, charges and outgoings which may be lawfully due to any relevant authority or the Developer or Proprietor or relevant third parties entitled thereto up to the date of successful sale of the subject property shall be borne out of the purchase price. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser and shall also bear all risks in relation to the purchase of the property.

If goods and services tax is chargeable on the purchase price of the property, then the goods and services tax shall be paid by the purchaser in addition to the purchase price payable by the Purchaser.

All intending bidders are required to deposit **10%** of the fixed reserve price by **bank draft** or **cashier's order** only in favour of **OCBC BANK (MALAYSIA) BERHAD** prior to the sale with the undermentioned Auctioneer and the balance purchase to be settled within **one hundred and twenty (120) days** from the date of auction sale to the Assignee. **Online bidders are further subject to the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my).**

To get a copy of the Conditions of Sale and any further particulars, please contact **Messrs Philip Koh & Co.**, Solicitors for the Assignee herein whose address is B804 & B806, 8th Floor, Mail Box No. B213, Wisma Merdeka, Phase II, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah [Ref No: PK/24/OCL-199, Tel No. 088-316614] or the undermentioned Auctioneer at the address below.

**PROPERTY AUCTION HOUSE SDN BHD (187793X)**

**Ground Floor, No. 1, Jalan Ampang  
50450 Kuala Lumpur  
Tel: 03- 20702226 & 20788590  
Our ref: PAH/37760/12/2024(LA)  
Email: [main@auctions.com.my](mailto:main@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)**

**PATRICK WONG KOON MENG  
DANNY T.F.LOH  
JEFFREY C.K. CHOONG  
Licensed Auctioneers**

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN DAN PENYERAHANHAK (PIHAK PERTAMA)  
KEDUA-DUANYA YANG BERTARIKH 3 HARIBULAN NOVEMBER, 2004 DAN SURAT KUASA WAKIL  
YANG BERTARIKH 26 HARIBULAN OKTOBER, 2004

ANTARA  
OCBC BANK (MALAYSIA) BERHAD [199401009721/295400-W]  
DAN  
TAN LAI KUAN [NO. K/P: 630211-12-5396/H0448860]

PIHAK PEMEGANG SERAHHAK  
PIHAK PENYERAHHAK/PEMINJAM

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah Perjanjian Kemudahan dan Penyerahhak (Pihak Pertama) kedua-duanya yang bertarikh 3 haribulan November, 2004 Dan Surat Kuasa Wakil yang bertarikh 26 haribulan Oktober, 2004 selepas ini dirujuk sebagai 'Perjanjian Tersebut' diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak/Peminjam dan berkenaan dengan Perjanjian Jual Beli antara Inprofit Development Sdn Bhd (Pihak Penjual) dan Tan Lai Kuan (Pihak Pembeli) yang bertarikh 25 haribulan Ogos, 2004 adalah dengan ini diisytiharkan bahawa Pemegang Serah Hak dengan dibantu oleh Pelelong yang tersebut di bawah

## AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA LELONGAN AWAM

PADA HARI SELASA, 24 HARIBULAN DISEMBER, 2024

PADA PUKUL 10.30 PAGI

DI PUSAT LELONG

Secara alternatif, penawar yang berminat boleh mengemukakan bidaan untuk hartanah atas talian ("online") melalui laman web di [ebid.auctions.com.my](http://ebid.auctions.com.my) (Untuk bidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelongan untuk tujuan pendaftaran & pengesahan) **PENAWAR DALAM TALIAN ADALAH SELANJUTNYA TERTAKLUK KEPADA TERMA-TERMA DAN SYARAT-SYARAT DI [ebid.auctions.com.my](http://ebid.auctions.com.my)**

NOTA: **(a) Bakal-bakal pembeli adalah dinasihatkan: (i) agar memeriksa harta tersebut (ii) meminta nasihat daripada Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik induk secara rasmi di Pejabat Tanah dan (iv) serta membuat pertanyaan dengan Pihak Pemaju dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan ini sebelum jualan lelong. Pembeli yang berjaya akan bertanggungjawab untuk mendapatkan kebenaran untuk pindahmilik (jika ada) selepas jualan daripada Pihak Pemaju dan/atau pihak-pihak lain yang berkenaan.**

**(b) Hartanah akan dijual tertakluk kepada harga rizab (tidak termasuk Cukai Jualan dan Perkhidmatan, yang, jika perlu dibayar, hendaklah ditanggung dan dibayar oleh Pembeli pada kadar semasa).**

**(c) Bank tidak akan bertanggungjawab ke atas sebarang kelewatan, kegagalan, kesilapan, peninggalan atau kehilangan maklumat yang dihantar akibat kegagalan laman web e-bidaan atau masalah capaian internet atau sebarang gangguan talian yang berlaku semasa proses e-bidaan.**

### BUTIR- BUTIR HAKMILIK:-

NO. HAKMILIK INDUK DAN NO. LOT : CL 015027657

DAERAH / NEGERI : Kota Kinabalu / Sabah

PEGANGAN : Pajakan selama 999 tahun tamat tempoh pada 31hb Desember, 2911

KELUASAN LANTAI (UNIT) : Lebih kurang 1,657 kaki persegi (153.9 meter persegi)

PEMAJU / PENJUAL : Inprofit Development Sdn Bhd

BEBANAN : Serahhak kepada **OCBC Bank (Malaysia) Berhad** mengikut Perjanjian Tersebut dan tertakluk kepada semua easemen, pajakan, sewaan, penghuni, gadaian, kaveat, perjanjian jual-beli yang lama, serahhak yang lama, perjanjian rasmi dan juga semua liabiliti.

## HARTA TERSEBUT AKAN DIJUAL KEPADA BAKAL PEMBELI BUMIPUTRA SAHAJA

### LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak kira-kira 3½ kilometer di sebelah tenggara Pusat Bandar Kota Kinabalu. Ia terletak kira-kira 4 kilometer di sebelah barat daya Pusat Bandar Inanam.

Hartanah tersebut adalah **seunit kondominium dupleks tiga (3) + satu (1) bilik tidur (unit tepi)** yang dikenali sebagai No. Parsel Pemaju: Lot No. 2, Jenis A, Tingkat Bawah, Blok A, Kondominium Seri Borneo bersama dengan No. Parsel Aksesori Tempat Letak Kereta: A-1-2 dan beralamat di **Lot No. 2 (A-1-2), Tingkat Bawah, Blok A, Fasa 5, Kondominium Seri Borneo Fasa 5, Off Jalan Lintas, 88300 Kota Kinabalu, Sabah.**

### HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedиа" dan tertakluk kepada satu harga rizab sebanyak **RM750,000.00 (RINGGIT MALAYSIA TUJUH RATUS DAN LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada **Syarat-Syarat Jualan** dan dengan cara Penyerahhakan dari Pemegang Serahhak yang tersebut di atas dan tertakluk kepada Pembeli memperoleh kebenaran daripada Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan, sekiranya diperlukan, termasuk segala terma, syarat-syarat, stipulasi dan waad yang mungkin akan dikenakan oleh Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan. Segala kos dan perbelanjaan untuk memperoleh kebenaran tersebut adalah ditanggung oleh Pembeli. Segala tunggakan cukai tanah, cukai taksiran, cukai pintu dan lain-lain bayaran yang mungkin terhutang kepada mana-mana Pihak Berkuasa yang berkenaan atau Pihak Pemaju atau tuannya hartanah atau pihak ketiga sehingga ke tarikh penjualan hartanah tersebut akan dibayar daripada harga pembelian. Pembeli perlu menanggung dan membayar segala kos dan perbelanjaan termasuk kos guaman, duti stamp dan kos pendaftaran yang berkaitan dengan Penyerahhakan dan segala dokumen yang perlu untuk memindah milik atau menyerah hak benefisial hartanah tersebut kepada Pembeli dan segala risiko yang berhubung dengan pembelian hartanah tersebut adalah ditanggung oleh Pembeli.

Jika cukai barangan dan perkhidmatan dikenakan ke atas harga pembelian harta tanah, maka cukai barang dan perkhidmatan hendaklah dibayar oleh Pembeli sebagai tambahan kepada harga belian yang perlu dibayar oleh Pembeli.

Bagi penawar-penawar yang berminat adalah dikehendaki men deposit **10%** daripada harga rizab dalam bentuk **bank draf atau kasyier order** sahaja di atas nama **OCBC BANK (MALAYSIA) BERHAD** sebelum jualan lelongan dimulakan kepada Pelelong dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **satu ratus dua puluh (120) hari** dari tarikh jualan kepada Pihak Pemegang Serahhak. **Penawar atas talian adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di [ebid.auctions.com.my](http://ebid.auctions.com.my).**

**UNTUK MENDAPATKAN SALINAN SYARAT-SYARAT JUALAN DAN BUTIR-BUTIR SELANJUTNYA**, sila berhubung dengan **Tetuan Philip Koh & Co.**, yang beralamat di B804 & B806, 8th Floor, Mail Box No. B213, Wisma Merdeka, Phase II, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah [No. Ruj: PK/24/OCL-199, No. Tal: 088-316614], Peguamcara bagi Pihak Pemegang Serahhak atau Pelelong yang tersebut di bawah.

### PROPERTY AUCTION HOUSE SDN BHD (187793X)

Tingkat Bawah, No. 1, Jalan Ampang  
50450 Kuala Lumpur  
Tel: 03- 20702226 & 20788590  
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**PATRICK WONG KOON MENG**  
**DANNY T.F.LOH**  
**JEFFREY C.K. CHOONG**  
Pelelong Berlesen

# CONDITIONS OF SALE

## 1. Assignee's power of sale

This sale is made by **OCBC Bank (Malaysia) Berhad** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Facilities Agreement And Assignment (First Party) both dated the 3rd day of November, 2004 And Power of Attorney dated the 26th day of October, 2004** executed by **Tan Lai Kuan** ("the Assignor/Borrower") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee notwithstanding (if such be the case) that separate document of title or strata title for the property may have been issued by the relevant authorities.

## 2. Bidding

Subject to these Conditions, the highest bidder (being so determined by the Auctioneer) shall be the Purchaser. The Auctioneer may refuse any bid or bids without giving any reasons. No bid shall be withdrawn or be less than the last previous bid. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid. The Auctioneer shall have the absolute right to withdraw the property at any time before the fall of the hammer, and either after or without declaring the reserve price. If any dispute shall arise as to a bidding the Auctioneer's decision shall be final and conclusive.

## 3. Purchase by Assignee

The Assignee reserves the right to bid for the property whether by itself or its agent or the Auctioneer (without payment of any deposit whatsoever). In the event the Assignee is declared the Purchaser, then the purchase price or so much as is applicable shall be set off against the indebtedness owing to the Assignee under the loan and security documentation on the date of sale, plus costs and expenses for the sale or incidental thereto.

## 4. Withdrawal of Bid

Any bidder who makes a bid but withdraws same before the fall of the hammer, shall have their deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

## 5. Prior to the auction:

- a. the Assignee and/or the Auctioneer reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
- b. all intending bidders (with exception of the Assignee) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD** failing which they shall not be entitled to bid; **(For online bidders, please refer to the terms and conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit)**
- c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgement by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which the bidder shall be deemed to contract in his own name and not as agent for another;
- d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which they shall not be entitled to bid;
- e. **for Bumiputra lot and Malay Reserve Land, only Bumiputra are allowed to bid or act for and on behalf of the bidder.**

## 6. Sale

The successful bidder (except where the Assignee is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum ("the Memorandum"), and before 4.00 p.m on the same day deposit with the Auctioneer further sums by way of bank draft, or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD** which sums plus the monies deposited pursuant to Condition 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheque is dishonored on presentation then Condition 8 shall take effect. The Auctioneer reserves the right to hold the Memorandum and not deliver the same to the Purchaser until all the cheques for the actual deposit have been cleared.

## 7. Completion

- a. Within 120 days from the date of the auction sale ("Payment Due Date"), the Purchaser shall deposit with the solicitors appointed by the Assignee simultaneously:
  - i. a sum equivalent to 90% of the successful bid ("Balance Sum") by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser;
  - ii. if sales and services tax is chargeable on the purchase price of the property, an additional sum equivalent to the sales and services tax, currently at 8% of the Purchase Price, shall be deposited by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD**; and
  - iii. a copy of the requisite consents of the Developer, Proprietor and/or State Authorities or relevant bodies approving the sale in favour of the Purchaser, if necessary, subject firstly to the Assignee being satisfied with the conditions if any imposed (otherwise the Assignee may terminate the sale under Clause 9)

then the Assignee will execute an assignment (in form and substance acceptable to the Assignee) and deliver up the Related Documents to the Purchaser, but such sale and assignment of the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee shall not be required to assign the property to any person other than the Purchaser.

- b. In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale: -
  - i. the Assignee shall not be at anytime required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
  - ii. if there are any restrictions in interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 7 above;
  - iii. upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and/or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the completion of the sale and purchase and/or the transfer of the Property from the Assignee to the Purchaser as may be required;
  - iv. where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum Of Transfer. The Assignee, the Assignee's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and

v. where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee's solicitors for the Assignee's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office / registry until and unless the memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee's solicitors for the Assignee's or the Assignee's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions of Sale. The Assignee, the Assignee's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the memorandum of transfer in favour of the Assignor as transferee and/or the Memorandum of Transfer in favour of the Purchaser as transferee)

c. Any arrears of quit rent, taxes, rates, assessment, fees, bills, charges and outgoings which may be lawfully due to any relevant authority or the Developer or Proprietor or relevant third parties entitled thereto up to the date of successful sale of the subject property shall be deducted from the Purchase Price upon receipt of the Balance Sum. The Purchaser shall pay such arrears (if any) in advance to the relevant authority or the Developer or Proprietor or relevant third parties. For avoidance of doubt, the Purchaser is not entitled to deduct the payment(s) towards the arrears (if any) from the Balance Sum. Due apportionment and reimbursement for the payments (if any) made by the Purchaser towards the arrears shall only be made after the Assignee has received the Balance Sum and for this purpose, the Purchaser shall produce receipts evidencing the payments. Any other charges not specified in Clause 7 (c) (including but not limited to water bills, electricity bills, sewerage charges, telephones bills and/or other authorities / parties) shall not be borne by the Assignee. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

d. The Purchaser is responsible to make his own enquiries on all liabilities and encumbrances affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he makes any enquiry and neither the Assignee nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.

e. The stamp duty and registration fee for the Memorandum, the Assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

## 8. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

## 9. Consents

a The Property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the consents (if any) required from the Developer and/or the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer and/or Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of the progress of such applications. No warranty is given by the Assignee that any of the consents can be obtained, but in the event of:

- (i) any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies (for reasons not attributable to any act of default or omission by the Purchaser) on expiry of the time period prescribed for completion herein; or
- (ii) any of the consents from the Developer and/or Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee in its absolute discretion; or
- (iii) **the sale herein being set aside for any reason whatsoever by an Order of Court;**

then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- (1) if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within [14] days upon service of the notice terminating the sale; and
- (2) the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee, their solicitors or the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

b. In the event of any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies, on expiry of the time period prescribed for completion herein, due to reasons attributable to any act of default or omission by the Purchaser or non-fulfillment by the Purchaser of any requirements imposed on the purchase of low or low-medium cost property, the Assignee shall be entitled, at its absolute discretion, to treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

## 10. General

a. The Purchaser is treated as buying with full knowledge of the Related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised as to loss of the original(s), or the failure to stamp documents or insufficient duty paid thereon, or the failure to register any instruments.

b. The property is sold without vacant possession, thereby no warranty is given that the property can be used for occupation and in the event of circumstances existing which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the price or for damages. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his own cost and expense take possession of the property.



- c. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interests, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee to define the same respectively and the Assignee shall not be liable for any error, misstatement, omission or misdescription discovered in the contract and these shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property regardless whether he had inspected the property.
- d. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
- e. **The property is sold on an as is where is basis.** The Purchaser shall be deemed to have inspected and investigated the condition of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- f. Upon the fall of the hammer. all risks of the property shall pass to the Purchaser who shall at his own costs insure same against damage by fire and usual perils. All quit rent, taxes, rates, assessment, fees, bills, charges and outgoings shall be apportioned as at the date of successful sale of the property to the Purchaser. The Purchaser shall bear all such charges with effect from the date immediately following the date of successful sale of the property to the Purchaser.
- g. The Assignee makes no representation as to the ownership of furniture fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases the Assignee accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.
- h. All statements contained herein are made without responsibility on the part of the Auctioneers or the Assignee and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- i. The Assignee does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- j. The Purchaser shall appoint his own legal counsel and advisors for purposes of all searches and enquiries normally made by prudent purchaser and to have knowledge of all matters which would have been disclosed thereby.
- k. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- l. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- m. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- n. The Assignee shall be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

11. **Online bidders are also bound by online Terms and Conditions contained at [ebid.auctions.com.my](http://ebid.auctions.com.my) in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail.**

## SCHEDULE OF RELATED DOCUMENTS

No.	Date	Description
1.	25.08.2004	Sale And Purchase Agreement between Inprofit Development Sdn Bhd ("the Vendor") and Tan Lai Kuan ("the Purchaser")
2.	03.11.2004	Facilities Agreement between Tan Lai Kuan ("the Borrower") and OCBC Bank (Malaysia) Berhad ("the Bank")
3.	03.11.2004	Assignment (First Party) between Tan Lai Kuan ("the Assignor") and OCBC Bank (Malaysia) Berhad ("the Bank")
4.	26.10.2004	Power of Attorney between Tan Lai Kuan ("the Assignor") and OCBC Bank (Malaysia) Berhad ("the Bank")

# **ONLINE PUBLIC AUCTION TERMS AND CONDITIONS**

The Terms and Conditions specified herein shall govern all users of [ebid.auctions.com.my](http://ebid.auctions.com.my). (PAH Website)

## **IMPORTANT**

**These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with OCBC BANK (MALAYSIA) BERHAD / OCBC AL-AMIN BANK BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a OCBC BANK (MALAYSIA) BERHAD / OCBC AL-AMIN BANK BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full.**

### **1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS**

- 1.1. Any interested party who intend to participate in the online public auction ("E-Bidders") auction can register as a user by logging onto **PAH Website**
- 1.2. To participate in the online public auction, the party shall:
  - a) be an individual: 18 years and above, of sound mind and not a bankrupt;
  - b) be a corporate body: incorporated under the laws of Malaysia and must not be in liquidation and be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. To register as a user, a party is required to submit/upload the following documents through **PAH Website**:
  - a) Individual: Photocopy of NRIC/Passport
  - b) Corporate:
    - i) Memorandum and Articles of Association/Constitution of company
    - ii) Board of Directors Resolution
    - iii) Form 24, Form 44, Form 49 or equivalent under companies Act 2016 or other applicable laws and a duly signed Board of Director's Resolution.
- 1.4. E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.
- 1.5. E-Bidders only need to register once with true, current and accurate information provided and this registration can be applied for future auctions on **PAH Website**.
- 1.6. E-bidders are responsible to identify the property correctly and to ensure that all the details and description are correct and accurate before bidding.
- 1.7. It is the sole and absolute responsibility of all intending E-Bidders and at the E-Bidders' own costs and expenses, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee, the Assignee's solicitors, **PAH website** and their respective agents or servants do not in any way make representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.
- 1.8. The registration of an individual or company as an E-Bidder on the **PAH website** shall not be construed as approval of eligibility of the intended bidder to conclude the auction sale.

### **2. ONLINE PUBLIC AUCTION PROCESS**

- 2.1. E-Bidders may browse through the **PAH Website** and select the properties they wish to bid online.
- 2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **PAH Website** Terms and Conditions.
- 2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **PAH Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.

- 2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **10%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **OCBC Bank (Malaysia) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No: 7011520709**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 2.5. E-bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents including evidence of payment of the Required Deposit onto **PAH website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.
- 2.6. Registration of Bidders shall be subject to verification and approval of the **PAH Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PAH website**. Neither **PAH Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **two (2) working days**.
- 2.7. E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.
- 2.8. Upon approval and verification by **PAH website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.
- 2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

### **3. Bidding Process**

- 3.1. Bidding shall generally commence based on the sequence of the lot being shown on the **PAH Website**. However the Auctioneer has the right to vary the sequence without having to give prior notice to the intended bidders.
- 3.2. It shall be the responsibilities of the E-bidders to login through **PAH website** to wait for the turn to bid for the property lot in which they intend to bid.
- 3.3. The Auctioneer has the discretion to set a new reserve price in the event that there is more than one (1) registered bidder.
- 3.4. The amount of incremental bid will appear on the website prior to the commencement of the auction.
- 3.5. Registered online Bidders shall start bidding online by pressing the **BID Button** using their own gadgets with internet connection. If your bid is the highest, it will be denoted by a **Green Coloured Box** otherwise it will be a **Red Coloured Box**. The highest bid shall flash 10 seconds (subject to change) interval for four (4) times "**Calling Once, Calling Twice, Last Call and Sold**". E-bidders may submit their bid at any of these stages of biddings by pressing the **BID button**. The successful bidder's bid will be denoted by a green coloured screen. The highest bidder shall be declared as the successful purchaser upon the fall of the hammer.
- 3.6. In the event that there is no bid after forty (40) seconds from the time of commencement of the auction, the auction shall be aborted.
- 3.7. Any bid once entered by the registered online E-bidders shall be binding and the bid shall not be withdrawn or retracted in any manner whatsoever after the fall of the hammer.
- 3.8. Both the successful and unsuccessful bidders will be notified by the Auctioneer through the website and also via E-mail where further directions are given in order to conclude the sale of the auction property.
- 3.9. In the event of any dispute, the decision of the Auctioneer shall be final and binding on all bidders.
- 3.10. Unsuccessful E-bidders shall have the deposit refunded to the same bank account from which the deposit transfer was made within **two (2) working days** from the date of auction.
- 3.11. The information shown and/or prompted on the screen handled by the PAH website in regards to the auction in particular the increment of the bidding price during the bidding process and the declaration of the successful bidder shall be final and conclusive.

### **4. POST ONLINE PUBLIC AUCTION PROCEDURES**

- 4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee bank and the sale will be deemed cancelled/terminated and the property may be put up again for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.
- 4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.

- 4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **PAH Website** and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.
- 4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.

## 5. OTHER APPLICABLE TERMS & CONDITIONS

- 5.1. All registered E-bidders at **PAH website** shall undertake to fully comply with the Terms and Conditions herein. In addition all successful E-Bidders shall also be bound by the terms and conditions as stipulated in the Proclamation of Sale.
- 5.2. The Auctioneer may from time to time vary, modify or delete any terms and conditions herein without having to give prior notice to the registered E-bidders.
- 5.3. E-bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt the bidding made by the E-Bidders.
- 5.4. The **Auctioneer**, the **Bank** or the **PAH Website** shall not be held liable for any disruptions delays, failures, errors, omissions or loss of information due to the unsatisfactory internet access or any online interruption that may howsoever occur during the process of the online public auction at **PAH Website**.
- 5.5. **PAH Website** is owned and operated by **PROPERTY AUCTION HOUSE SDN BHD (PAH)**. The E-bidders agree and accept that **PAH** or the Assignee Bank in which **PAH** acts for or their solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the **PAH Website**.

## 6. GOVERNING LAW

- 6.1. The Terms and Conditions contained in the [ebid.auctions.com.my](http://ebid.auctions.com.my) shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

## 7. PERSONAL DATA PROTECTION ACT

- 7.1. **PAH** is committed to protecting the privacy, confidentiality and security of all personal data to which it is entrusted.

It has been our policy to ensure your personal information are protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), we are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.

We process personal data which you have provided to us voluntarily through our website upon your registration and this includes personal data such as your name, address, NRIC and contact details. In this regards, you have expressly consent to our processing of your personal data.

If you give us personal data or information about another person, you must first confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request your assistance to procure the consent of such persons whose personal data is provided by you to us and you agree to do so. You shall indemnify us in the event we suffer loss and damage as a result of your failure to comply with the same.

We will only retain your personal data for as long as necessary for the fulfilment of the specified purposes or as legislated

- 7.2. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances whether intentionally or unintentionally.
- 7.3. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service. In the event that the password is compromised, the E-Bidders shall immediately notify **PAH**.

## 8. COPY RIGHT AND INTELLECTUAL PROPERTY

- 8.1. All information (inclusive of data, text, image) displayed in [ebid.auctions.com.my](http://ebid.auctions.com.my) shall not be used or published in other channels without the express written permission of **PAH**. **PAH** has the right to use any available legal remedies which may include the demand for factual or statutory damages, solicitor's fees and injunctive relief for any violation of **PAH's** intellectual property rights.

## 9. MISCELLANEOUS

In the event that there is any inconsistency, discrepancy, errors or misstatement appearing in the translation of the particulars and the online terms and conditions to any other language (if any), the terms and conditions in the English version shall prevail.

