

# PROCLAMATION OF SALE

IN THE MATTER OF THE PROPERTY SALE AGREEMENT AND DEED OF ASSIGNMENT  
BOTH DATED THE 21<sup>ST</sup> DAY OF FEBRUARY, 2002

BETWEEN  
BANK ISLAM MALAYSIA BERHAD [COMPANY NO. 98127-X] ASSIGNEE/BANK  
AND  
STEPHEN BIN MAJIN (NRIC No. 780101-12-5735) ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the **Property Sale Agreement and Deed of Assignment both dated the 21<sup>st</sup> Day of February, 2002** entered into between the Assignor/Customer and the said Assignee/Bank and in respect of the **Sale and Purchase Agreement dated the 10<sup>th</sup> day of May, 2001 between Eurotra Sdn Bhd (“the Vendor”) and Wong Siew Guen @ Nirah Wong & Wong Chen Nam @ Mohsin Wong (“the Owners”)** and **Stephen Bin Majin (“the Purchaser”)** and it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by

## PUBLIC AUCTION

ON TUESDAY, THE 24<sup>TH</sup> DAY OF MAY, 2022

AT 3.00 P.M. IN THE AFTERNOON

AT THE AUCTION ROOM

UNIT A-3-6, 3<sup>RD</sup> FLOOR, BLOCK A, PLAZA TANJUNG ARU,

JALAN MAT SALLEH, 88150 KOTA KINABALU, SABAH

Alternatively, prospective bidders may submit bids for the property online via [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:- Prior to the auction sale, all intending bidders are advised to:-

- 1) Inspect the subject property.
- 2) Obtain a copy of Conditions of Sale and seek legal advise on the Conditions of Sale herein
- 3) Conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities
- 4) 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
- 5) The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual title issued.

## PARTICULARS OF MASTER TITLE

Individual subsidiary title is yet to be issued.

TITLE NO/LOT NO: Presently, the subject unit is held under parent title CL 025360696, District of Papar, Sabah  
DEVELOPER'S PARCEL NO: Unit No. T2-1, Block T, 1<sup>st</sup> Floor, Phase B, Melinsung Summer Bay Resort Apartment  
FLOOR AREA: (Unit) 63.17 square metres (680 square feet), more or less  
VENDOR (DEVELOPER): Eurotra Sdn Bhd  
PROPRIETOR: Wong Siew Guen @ Nirah Wong & Wong Chen Nam @ Mohsin Wong  
ENCUMBRANCE: Assigned to **BANK ISLAM MALAYSIA BERHAD**  
TENURE: Assumed to be 99 years leasehold

## LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a first floor corner apartment unit within 4-storey walk-up apartments building bearing postal address of **Lot No. T2-1, First Floor, Block T, Melinsung Summer Bay Resort Apartments Phase B, Papar, Sabah.**

## RESERVE PRICE

The property will be sold on an “as is where is” basis subject to a reserve price of **RM108,260.00 (RINGGIT MALAYSIA ONE HUNDRED EIGHT THOUSAND AND TWO HUNDRED SIXTY ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any.

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **Bank Draft or Cashier's Order** only in favour of **BANK ISLAM MALAYSIA BERHAD** and the balance of the purchase money to be settled within **ninety (90) days.**

**Online bidders are further subject to the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my).**

FOR FURTHER PARTICULARS, please apply to **Messrs. Antin Zakaria & Rauf (Likas Branch)**, Solicitors for the Assignee/Bank at House No. 910, Lorong Burung Kelepuin, Taman Melor, Mile 2.5, Jalan Tuaran, Likas, 88450 Kota Kinabalu, Sabah (Ref No. AZR/RR/LIT/BIMB(8/21)/52/08, Tel No.: 088-485380/201214) or the undermentioned Auctioneer.

## PROPERTY AUCTION HOUSE SDN BHD (187793X)

Unit A-3-6, 3<sup>rd</sup> Floor, Block A, Plaza Tanjung Aru, Jalan Mat Salleh,  
88150 Kota Kinabalu, Sabah

Tel: 088-221266 & 221262

Our ref: PAHS/7672(3)/4/2022(LA)

Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)

Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Licensed Auctioneer

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN JUALAN HARTANAH DAN SURATIKATAN PENYERAHANHAK  
KEDUA-DUANYA YANG BERTARIKH 21 HARIBULAN FEBUARI, 2002

ANTARA

BANK ISLAM MALAYSIA BERHAD [NO. SYARIKAT: 98127-X]

PIHAK PEMEGANG SERAH HAK/BANK

DAN

STEPHEN BIN MAJIN (NRIC No. 780101-12-5735)

PIHAK PENYERAHHAK / PIHAK PELANGGAN

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank di bawah Perjanjian Jualan Hartanah dan dan Suratikatan Penyerahanhak kedua-duanya yang bertarikh 21 haribulan Febuari, 2002 di antara Pihak Penyerahhak/Pihak Pelanggan dan Pihak Pemegang Serah Hak/Bank dan berkenaan dengan Perjanjian Jual Beli bertarikh 10 haribulan Mei, 2001 di antara Eurotra Sdn Bhd ("Penjual (Pemaju)") dan Wong Siew Guen @ Nirah Wong & Wong Siew Nam @ Mohsin Wong ("Tuan Tanah") dan Stephen Bin Majin ("Pihak Pembeli") adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara

## LELONGAN AWAM

PADA HARI SELASA, 24 HARIBULAN MEI, 2022

PADA PUKUL 3.00 PETANG

DI BILIK LELONG UNIT A-3-6, TINGKAT 3, BLOK A, PLAZA TANJUNG ARU,  
JALAN MAT SALLEH, 88150 KOTA KINABALU, SABAH

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

NOTA:- Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

- 1) Memeriksa hartanah tersebut
- 2) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
- 3) Membuat pertanyaan dari Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang lain berkenaan dengan syarat-syarat pindahmilik.
- 4) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai syarat-syarat tersebut.
- 5) Penawar yang berjaya bertanggungjawab untuk mendapatkan kebenaran Pemaju untuk pindahmilik terus kepada namanya sekiranya hakmilik individu telah dikeluarkan.

### BUTIR-BUTIR HAKMILIK INDUK

Hakmilik subsidiary masih belum dikeluarkan

**NO. HAKMILIK /LOT:** Pada masa ini, harta subjek dipegang di bawah hak milik induk CL 025360696, Daerah Papar, Sabah.  
**NO. PARSEL PEMAJU:** Unit No. T2-1, Blok T, Tingkat Satu, Fasa B, Melinsung Summer Bay Resort Apartment  
**KELUASAN LANTAI:** lebih kurang 63.17 meter persegi (680 kaki persegi)  
**PENJUAL (PEMAJU):** Eurotra Sdn Bhd  
**TUAN TANAH:** Wong Siew Guen @ Nirah Wong & Wong Chen Nam @ Mohsin Wong  
**BEBANAN:** Serahhak kepada BANK ISLAM MALAYSIA BERHAD  
**PEGANGAN:** Diandaikan 99 tahun pegangan pajakan

### LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah **seunit pangsapuri tingkat satu (lot tepi) sebuah pangsapuri 4 tingkat** yang beralamat di **Lot No. T2-1, Tingkat Satu, Blok T, Melinsung Summer Bay Resort Apartments Fasa B, Papar, Sabah.**

### HARGA RIZAB

Hartanah tersebut akan dijual secara "keadaan sedia ada" tertakluk kepada satu harga rizab sebanyak **RM108,260.00 (RINGGIT MALAYSIA SATU RATUS LAPAN RIBU DAN DUA RATUS ENAM PULUH SAHAJA)** dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada.

Semua penawar yang ingin membuat tawaran dikehendaki menandatangani kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **Bank Deraf atau Kasyier Order** sahaja atas nama **BANK ISLAM MALAYSIA BERHAD** dan baki wang belian hendaklah dijelaskan dalam tempoh **sembilan puluh (90) hari**. **Penawar atas talian adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di [ebid.auctions.com.my](http://ebid.auctions.com.my).**

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Antin Zakaria & Rauf (Likas Branch), Peguamcara** bagi Pihak Pemegang Serah Hak/Bank di No. Rumah 910, Lorong Burung Kelepuin, Taman Melor, Mile 2.5, Jalan Tuaran, Likas, 88450 Kota Kinabalu, Sabah. (No. Ruj: AZR/RR/LIT/BIMB(8/21)/52/08, No. Tel: 088-485380/201214) atau Pelelong yang tersebut di bawah.

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

Unit A-3-6, Tingkat 3, Blok, A, Plaza Tanjung Aru,

Jalan Mat Salleh, 88150 Kota Kinabalu

Tal: 088-221266 & 221262

Ruj kami: PAHS/7672(3)/4/2022(LA)

Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)

Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI

JANET MICHAEL

Pelelong Berlesen

# CONDITIONS OF SALE

## 1. ASSIGNEE'S POWER OF SALE

This sale is made by **BANK ISLAM MALAYSIA BERHAD** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Property Sale Agreement and Deed of Assignment both dated the 21<sup>st</sup> Day of February, 2002** executed by **Stephen Bin Majin (NRIC No. 780101-12-5735)** ("the Assignor/ Customer") 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, the property sale agreement, the property 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 be issued by the relevant authorities.

## 2. RESERVE PRICE AND BIDDING AT AUCTION

- 2.1 The sale is subject to the reserve price ("Reserve Price") of **RM108,260.00 (Ringgit Malaysia: One Hundred Eight Thousand and Two Hundred Sixty Only)**
- 2.2 No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.
- 2.3 Subject to the provision of paragraph 6 below the highest bidder for the property ("Property") described in the Proclamation of Sale shall be the purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to any bidding, the property shall at the option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or Auctioneer may decide on the dispute and such decision by the Assignee/Bank or Auctioneer shall be final.

## 3. BIDDING DEPOSIT

Subject To paragraph 6.1 below, all intending bidders (except the Assignee) shall deposit with the Auctioneer, prior to the auction sale, a bank **draft or cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD** for a sum ("Bidding Deposit") equivalent to ten per centum (**10%**) of the Reserved Price. **Online Bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6 of the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit.**

## 4. AUTHORITY TO ACT/BID

- 4.1 Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.
- 4.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only.
- 4.3 **If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra.**
- 4.4 All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.

## 5. PROHIBITED TO ACT/BID

- 5.1 A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
- 5.2 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.
- 5.3 The Auctioneer with the consent of the assignee/bank shall have the absolute discretion and right to reject any bid by any bidder.

## 6. ASSIGNEE/BANK'S RIGHTS AT SALE

The Assignee/Bank reserves the following rights:-

- 6.1 **Right to bid**  
To bid without having to deposit with the Auctioneer the requisite ten per centum (**10%**) of the Reserved Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Customer under the said **Property Sale Agreement and Deed of Assignment both dated the 21<sup>st</sup> Day of February, 2002** and all cost and expenses of, in connection with and resulting from the sale;
- 6.2 **Right to withdraw sale**  
To withdraw, postpone and call off the sale of the property at any time before the fall of the hammer, and
- 6.3 **Right to resell after withdrawal**  
To sell the property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.

## 7. WITHDRAWAL OF BID

Any bidder, who makes a bid but withdraws the 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.

## 8. PAYMENT

- 8.1 Immediately after the fall of the hammer, the successful bidder ("Purchaser") shall sign the Memorandum at the foot of these conditions.
- 8.2 In the event that the Total Purchase Price ("TPP") is higher than the Reserved Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (10%) of the PD ("Purchase Deposit") and the Bidding Deposit either in **cash or bank draft/cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD**, as payment of deposit and towards part payment of TPP.
- 8.3 In the event the purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.
- 8.4 In the event the Purchaser stops payment or countermands on the bank draft of the Bidding Deposit and/or the Purchase Deposit the property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.
- 8.5 The balance of the TPP ("Balance Purchase Price") shall be paid by the Purchaser within **NINETY (90) DAYS** without any extension from the date of the sale by bank draft only drawn in favour of **BANK ISLAM MALAYSIA BERHAD**. The Purchaser shall at his own costs and expenses apply to the relevant State Authority for the consent to transfer not later than 14 days from the date of sale and procure the consent to transfer from the State Authority not later than 3 months from the date of sale, or such other extended period as may be granted by the Assignee/Lender as its absolute discretion from time to time.
- 8.6 In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, 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 without notice in which event the Bidding Deposit and the Purchase Deposit paid under clauses 3 and 8.2 above shall be forfeited by the Assignee/Bank and the property may again be put up on sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

## 9. DEED OF ASSIGNMENT/TRANSFER

Upon full payment of the TPP and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Lender and the Purchaser shall observe the following:-

- 9.1 As soon as practicable after receipt in full by the Assignee/Bank of the balance of the TPP, the Assignee/Bank shall execute or cause to be executed at the Purchaser's costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favour of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer/Landowner and the original purchaser upon terms and conditions stipulated by Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or Purchaser's financier as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in possession of the Assignee/Bank ("the Related Documents"). Where the Assignee/Bank is in possession of the original of the Related Documents the Assignee/Bank shall deliver such original of the Related Documents to the Purchaser or the Purchaser's financier as the case may be. The Purchaser shall be liable to all costs and expenses including but not limited to all legal fees, stamp duties, and registration fees of and incidental to the transfer of the Property in the event of the individual title/strata title has been issued. The Assignee shall not be required to assign the property to any person other than the Purchaser.
- 9.2 If separate documents of title or strata title for the property has been issued whether before, on or after the date of the sale, the Assignee shall not be required to register the charge(s) nor to procure a transfer in Memorandum of Transfer as prescribed by the Sabah Land Ordinance Code, 1965 but such transfer from the Developer or Proprietor (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the property.

## 10. CONDITION OF THE PROPERTY

All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the property in the state and condition in which the Property is at the date of the auction sale.

## 11. TENANCIES AND RESTRICTIVE COVENANTS

The Property is believed to be taken to be correctly described and is sold subject to all express and implied conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

## 12. IDENTITY OF THE PROPERTY

- 12.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid documents.
- 12.2 Any error, misstatement, omission or misdescription of the property in the Proclamation of Sale and the documents referred to in paragraph 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.

### 13. RISK OF PROPERTY

- 13.1 As from the time of the sale, the property shall be at the sole risk of the Purchaser as regards to loss or damaged of whatsoever nature or howsoever occurring including by fire or other accident, state of cultivation, non-occupation or otherwise.
- 13.2 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 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 or the 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.
- 13.3 Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils
- 13.4 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.

### 14. QUIT RENTS ETC.

Any arrears of **maintenance charges, quit rent and assessments**, due and payable in respect of the property to any relevant authority or the Developer or Proprietor or relevant third parties up to the date of sale shall be paid out of the purchase money and any such sums due and payable after the date of sale shall be borne by the Purchaser.

- 14.1 The Purchaser shall within three (3) months from the date of auction sale notify the Assignee/Bank of any arrears of **maintenance charges, quit rent and assessments** excluding utilities bills which is due to any relevant authority or the developer up to date of the auction sale failing which the Assignee/Bank shall not be held liable for any claim (s) thereof. The Assignee/Bank, upon receipt of the request for extension in writing from the purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.
- 14.2 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 affecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- 14.3 The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the property namely administrative fees, sinking fund, fire insurance, telephone, water, electricity, gas, sewerage charges or any other utilities.

### 15. CONSENT

It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or the transfer of the property by the Developer/Proprietor shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of progress of such applications.

### 16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

- 16.1 In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of the time period prescribed for completion, then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:
- a) 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 auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within 7 days upon service of the notice terminating the sale; and
  - b) 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 or TPP 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.
- 16.2 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchaser Deposit paid pursuant to Clauses 3 and 8.2 above.

### 17. VACANT POSSESSION

The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part the Assignee/Bank to give vacant possession. 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 reduction in the price or for damages.

### 18. TIME OF THE ESSENCE

Time wherever mentioned herein shall be the essence of these conditions.

### 19. TRANSLATIONS

In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and condition herein, the English version shall prevail.

## 20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the **Principal Sale and Purchase Agreement** entered between the Developer/Landowner and the original Purchaser before the property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

## 21. ENCROACHMENT/ACQUISITION

The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.

## 22. AMBIGUITY / INCONSISTENCY

In event of ambiguity or inconsistency in the interpretation of these conditions of sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee's and the Assignee's interpretation shall prevail and binding on the Purchaser.

## 23. GENERAL

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 failure to register any instruments.

## 24. GOVERNMENT TAXES and/or STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

### a. For the purpose of this Clause :

**"Tax"** means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax ("SST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

- b. The purchase price and all other monies to be paid by the Purchaser to the Assignee/Bank under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- c. In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee/Bank under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee/Bank is equal to that which the Assignee/Bank would otherwise have received had no deduction or withholding been required or made.
- d. The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Assignee/Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee/Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority .
- e. If at any time an adjustment is made or required to be made between the Assignee/Bank and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee/Bank, a corresponding adjustment may at the Assignee/Bank's discretion be made as between the Assignee/Bank and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the Purchaser to the Assignee/Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee/Bank.
- g. The Purchaser hereby agrees to do all things reasonably requested by the Assignee/Bank to assist the Assignee/Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee/Bank in assisting the Assignee/Bank in complying with its obligations under the relevant laws.
- h. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

## 25. **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.**

# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction held this day **24<sup>th</sup> day of May, 2022** of the property comprised in the foregoing particulars that is to say the right title interest and benefits to the said property pursuant to the **Sale and Purchase Agreement dated 10<sup>th</sup> day May, 2001** and made between **Eurotra Sdn Bhd** (The Developer) and **Wong Siew Guen @ Nirah Wong & Wong Chen Nam @ Mohsin Wong** (The Owners) and **Stephen Bin Majin** (The Purchaser) in relation to the property identified as **Developer's Parcel Unit No. T2-1, Block T, 1<sup>st</sup> Floor, Phase B, Melinsung Summer Bay Resort Apartment, Sabah** and bearing postal address of **Lot No. T2-1, First Floor, Block T, Melinsung Summer Bay Resort Apartments Phase B, Papar, Sabah** developed by **Eurotra Sdn Bhd**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM**\_\_\_\_\_ who has paid to the Solicitors abovenamed the sum of **RM**\_\_\_\_\_ by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

**PURCHASER'S PARTICULARS: -**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE MONEY** RM\_\_\_\_\_

**DEPOSIT MONEY** RM\_\_\_\_\_

**BALANCE DUE** RM\_\_\_\_\_

**ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF PURCHASER(S)/AUTHORISED AGENT**

\_\_\_\_\_  
**SOLICITOR'S FOR THE ASSIGNEE**

**M/S ANTIN ZAKARIA & RAUF**

**NAME**\_\_\_\_\_

\_\_\_\_\_  
**LICENSED AUCTIONEER**

## **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 BANK ISLAM MALAYSIA BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a BANK ISLAM MALAYSIA 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/Bank, the Assignee/Bank'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 on 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 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 however 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** 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.