

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND  
POWER OF ATTORNEY ALL DATED 15<sup>TH</sup> DAY OF JANUARY, 2014

BETWEEN

PUBLIC BANK BERHAD (COMPANY NO. 6463-H)

... ASSIGNEE

AND

(a) MARSA BIN JUAN SALLEH (NRIC No. 660114-12-5367/H0663788

...ASSIGNOR

(b) SAIMAH JOUN [NRIC No. 700404-12-5190/H0741742]

**PROCLAMATION OF SALE**

PURSUANT TO a Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 15<sup>th</sup> day of January 2014 made herein between the Assignor and the Assignee and further to the instructions and authorization given by the Assignee to their solicitors, Messrs. MG's Legal Chambers, of Unit 6-10-6, 10th Floor, Menara MAA, No. 6, Lorong Api-Api 1, Api-Api Centre, 88000 Kota Kinabalu, Sabah, IT IS HEREBY PROCLAIMED that the under-mentioned property will be sold by public auction on **Thursday, the 26<sup>th</sup> day of January 2023 at 3.00 p.m. at the Auction Room of Property Auction House Sdn Bhd at Unit A-3-6, 3rd Floor, Block A, Plaza Tanjung Aru, Jalan Mat Salleh, 88150 Kota Kinabalu, Sabah.**

Prospective bidders may submit bids for the property online via <http://ebid.auctions.com.my>. Bidders who intend to submit bids online must register with the auctioneer at least one (1) working day before auction day for administration & verification purposes.

**DESCRIPTION OF THE PROPERTY REFERRED TO:-**

Title No : Subsidiary title are yet to be issued (presently held under Parent Title: Country Lease No. 015021566), District of Kota Kinabalu, Sabah

The Property : Lot No. 10, Taman Canggih Commercial Centre, Jalan Tuaran Bypass, 88450 Kota Kinabalu, Sabah

Description : Ground, First and Second Floor of a 3-storey corner terraced shop/office

Lot Area : (1) Ground : 1,368.4 sq. feet (127.13 sq. metre)  
(2) First : 1,416.7 sq. feet (131.62 sq. metre)  
(3) Second : 1,464.7 sq. feet (136.08 sq. metre)

Reserved Price: **RM1,380,000.00**

## IMPORTANT NOTICE TO ALL INTENDED BIDDERS

Intended bidders are advised to :-

- (1) inspect the subject property;
- (2) conduct an official search on the Master title at the relevant Land Office and /or other relevant authorities;
- (3) make the necessary enquiries with the Developer and/or other relevant authorities on all relevant matters relating to the said property as well as the terms of consent as the successful bidder is required to pay outstanding charges due before the auction to the Developer and /or other relevant authorities for effecting the assignment/transfer of the property;
- (4) obtain a copy of the Contract & Conditions of Sale from the Auctioneer/Solicitors;
- (5) ascertain all house rules, mutual covenants, the terms of the existing Sale & Purchase Agreement and Contributions and other payments or charges to be paid before an interest in the Property can be acquired; and
- (6) seek independent legal advice on the Conditions of Sale herein prior to the auction sale.

Prior to the commencement of the auction sale, all bidders who are not registered earlier online via <http://ebid.auctions.com.my> are required to register with the Auctioneer appointed by the Assignee. All bidders shall submit the following to the Auctioneer prior to the commencement of the Auction:

Prior to the commencement of the auction sale, all bidders are required to register with the Auctioneer appointed by the Assignee and submit the following to the Auctioneer:

- 1) an amount equivalent to 10% of the Reserved Price in the form of a **BANK DRAFT or CASHIER'S ORDER** payable to or drawn only in favour of **Public Bank Berhad**;
- 2) Board of Directors resolution or otherwise and written authorization where the bidder is a company or other body recognized by law as capable of purchasing and owning lands, bidding through an authorized person; and
- 3) Written authorization where the bidder is acting as a proxy.

(a) DEPOSIT. 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 **Public Bank Berhad** and the balance of the purchase money to be settled WITHIN NINETY (90) days from the date of sale to **Public Bank Berhad via RENTAS**.

(b) In the event that the Purchase Price is higher than the Reserved Price, the Purchaser shall immediately remit to the Assignee a sum equivalent to the difference between the Bidding Deposit and 10% of the actual Purchase Price either in cash or by way of a valid draft or cashier's order drawn in favor of **Public Bank Berhad** which together will form the Purchase Deposit. **The sale of the subject property may be subject to any prevailing tax imposed by the Government of Malaysia. In the event that**

**there is any prevailing tax payable, the selling price is excluding the same. The successful bidder shall, therefore, be liable to pay the same (if any).**

(c) The balance of the purchase money shall be settled within ninety (90) days from the date of auction by way of payment to **Public Bank Berhad** via RENTAS. Failure to pay the balance as stipulated above will result in FORFEITURE of 10% of the actual Purchase Price.

(d) The Assignee be and is hereby at liberty to bid for the property at the sale without having to prepare the prerequisite 10% Deposit.

Online bidders are further subject to the Terms & Conditions on <http://ebid.auctions.com.my> .

The auction and all bidders shall be strictly SUBJECT TO the Conditions of Sale, details of which may be obtained from:-

1. Auctioneer :-

Property Auction House Sdn Bhd  
Unit A-3-6, 3<sup>rd</sup> Floor, Block A, Plaza Tanjung Aru,  
Jalan Mat Salleh, 88150 Kota Kinabalu, Sabah  
Tel No. (088) 221266, 221262  
Our ref: PAHS/7792/1/2023(LA)

2. Solicitors :-

Messrs MG's Legal Chambers  
Advocates & Solicitors  
Unit 6-10-6, 10<sup>th</sup> Floor, Menara MAA  
No. 6, Lorong Api-Api 1, Api-Api Centre  
88000 Kota Kinabalu, Sabah.  
Tel No. (088) 311743, 312743

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND  
POWER OF ATTORNEY ALL DATED 15<sup>TH</sup> DAY OF JANUARY, 2014

BETWEEN

PUBLIC BANK BERHAD (COMPANY NO. 6463-H)

... ASSIGNEE

AND

(a) MARSJA BIN JUAN SALLEH (NRIC No. 660114-12-5367/H0663788

...ASSIGNOR

(b) SAIMAH JOUN [NRIC No. 700404-12-5190/H0741742]

The Property : Lot No. 10, Taman Canggih Commercial Centre, Jalan Tuaran Bypass  
88450 Kota Kinabalu, Sabah

Date of Auction : **26<sup>th</sup> day of January, 2023 at 3.00 p.m.**

CONDITIONS OF SALE

1. (a) Unless otherwise stated, the sale is subject to a reserve price and the Assignee reserves the right to bid itself or through its agents at the auction without having to pay any deposit whatsoever and in the event of its becoming the successful purchaser shall set off the purchase price [excluding any taxes imposed thereon] against the amount due on the Facilities Agreement, Deed of Assignment and Power of Attorney (“the Agreements”) as mentioned above on the date of sale including costs and expenses of the sale.
  - (b) In the event that the actual Purchase Price is higher than the Reserve Price, the Successful bidder shall immediately remit to the Assignee through the Auctioneer a sum equivalent to the difference between the Deposit and 10% of the actual Purchase Price either in cash or by way of a cheque drawn in favor of **PUBLIC BANK BERHAD** which together with the Deposit will form the Purchase Price Deposit.
  - (c) The Assignee be and is hereby at liberty to bid for the property at the sale without having to prepare the pre-requisite 10% Deposit. The auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserve price. In the event the Assignee becoming the Purchaser, the Assignee is at liberty to set off the Purchase Price against the amount due and owing under the Facilities Agreement, Deed of Assignment and Power of Attorney on the date of sale, including the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
2. All interested bidders (with the exception of the Assignee) must prior to the commencement of the auction sale register with and deliver to the appointed auctioneer, 10% of the Reserve Price (“the Deposit”) in the form of either a Bank Draft or a Cashier’s Order made payable to **Public Bank Berhad**, and anyone who fails to do so shall not be entitled to bid for the said property (with the exception of the Assignee).

3. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the successful purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the Property shall, at the option of the Auctioneer, be put up again and resold or the Auctioneer may decide the dispute. The Auctioneer's decision in this matter shall be final and binding on the bidders.
4. No bid shall be less in amount than the previous bid, by a sum to be fixed by the appointed auctioneer at the time of the sale and no bidding shall be retracted.
5. Immediately after the fall of the hammer, the successful purchaser ("the Purchaser") shall through the Auctioneer hand over to the Assignee's representative attending the auction the Purchaser's Bank Draft or Cashier's Order for the Deposit payable or drawn in favour of **Public Bank Berhad** as part payment thereof and shall sign the Memorandum of Contract and these Conditions of Sale. The Purchaser shall also at the same time remit to the Assignee through the Auctioneer a further sum equivalent to the difference between the Deposit and 10% of the actual Purchase Price either in cash or by way of a valid cheque drawn in favor of **PUBLIC BANK BERHAD** which together with the Deposit will form the Deposit. In default of payment of the Deposit, there shall be no sale to the Purchaser and the Property shall forthwith be put up for sale again. The deficiency in price (if any) which may result on such resale or the balance of the purchase price if there is no bid, as the case may be, shall be recoverable from the defaulting purchaser. Online bidders shall be further bound by further Terms & Conditions which can be found on <http://ebid.auctions.com.my> in respect to the manner of payment of the Deposit. In the event of any inconsistency between these Conditions of Sale and the Terms and Conditions stated in <http://ebid.auctions.com.my>, the latter shall prevail in respect to the online bidders.
6. (a) The balance of the purchase price [*together with Inward RENTAS Service Charges (if any)*] shall be paid in full by the Purchaser to the Assignee or to the Solicitors within ninety (90) days from the date of auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details:-**
- Beneficiary**
- Name : **KBD IBT Settlement account**
  - Account No. : **IBS Settlement a/c no.: 3-9975142-20**
- Payment Details**
- Reference : **2-1092311-26 (00010)**
  - Description : **PBB/KKCCC/KBD/SNS/JEB/FDW/  
2109231126(00010) under account of  
Marsa Bin Juan Salleh and Saimah Joun**
- (b) **The Assignee or the Solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance payment details. Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.**

- (c) The Assignee at the request of the Purchaser and at its absolute discretion may grant to the Purchaser an extension of time immediately following the expiry of the aforesaid ninety (90) days to pay the balance of the Purchase Price **together with any prevailing tax (if applicable)** subject to the terms and conditions to be determined by the Assignee.
  - (d) The Purchase Price shall not include any sales and services tax which shall be borne by the Purchaser in addition to the Purchase Price if any is payable in respect to the auction of the Property herein.
- 7. Time wherever mentioned in these conditions shall be of the essence. The number of days above shall include the day of the auction sale. If the last day falls on the weekend or public holiday then the last day of payment shall be extended to the next working day. Payments must be made during Government working hours.
- 8.
  - (a) In default of payment of the balance of the Purchase Price **together with any prevailing tax (if applicable)** within the agreed period provided herein, the Property shall be again put up for sale free from any rights or claims by the Purchaser. The Deposit after defraying expenses of the sale shall be forfeited.
  - (b) The legal fees, auctioneer fees and any other costs and expenses of, in connection with and/or resulting from such resale together with any deficiency in the price obtained in the resale compared to the price obtained in the aforesaid sale shall be recoverable from the Purchaser. A certificate signed by an officer of PUBLIC BANK BERHAD as to the legal fees, auctioneer fees and any other costs and expenses in connection with and/or resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 9. The Assignee's interest in the property are by virtue of a Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 15<sup>th</sup> day of January 2014 where the Assignor and Borrower assigned absolutely her rights title interests and obligations under a Sale and Purchase Agreement dated 10<sup>th</sup> day of May 2006.
- 10. The said Sale and Purchase Agreement and the Facilities Agreement, Deed of Assignment and Power of Attorney are available for inspection at the office of Messrs MG's Legal Chambers Advocates and Solicitors ("the Legal Firm") before the date of the auction. All bidders shall be deemed to have notice of the terms of the Sale & Purchase Agreement and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by law and is further deemed to accept that the title deed to the Property shall be issued upon such terms as shall be permitted in the relevant provisions of the Sabah Land Ordinance Cap 68 and the Land (Subsidiary Title) Enactment 1972. Neither the Assignee, the Auctioneer nor the Legal Firm is obliged to enquire as to whether the Purchaser can eventually take a registered legal interest in the Property auctioned or whether any covenant or condition in the present title deed upon which the Property is constructed has been performed or has expired or otherwise.

11. The **strata/subsidiary title** for the Property has yet to be issued and it is not the duty of the Assignee or the Legal Firm to procure the issuance thereof or to ensure that it will be transferred or be transferrable to the Purchaser. The Purchaser agrees that it shall be the Purchaser's responsibility to seek further confirmation from Developer that they shall agree to a direct transfer of the Property to the Purchaser upon the issuance of the subdivided title by the Land Office.
12. The Assignee undertakes to the Purchaser upon full payment of the purchase price **together with any prevailing tax (if applicable)** in accordance with the conditions of sale herein that the Assignee shall:-
  - (a) not make any claims of any interest over the Property;
  - (b) execute any document within its power or authority as Assignee to effect the assignment of its right title and interest in the property to the purchaser.
13. The Assignee reserves the right to alter or add to these Particulars and Conditions of Sale at any time prior to the auction sale.
14. With effect from the fall of the hammer at the auction, the Property above described shall be at the sole risk of the Purchaser as regards loss or damage by fire, or other accident or through non-occupation or otherwise.
15.
  - (i) The Purchaser shall admit the identity of the Property purchased by him with that comprised in said Sale and Purchase Agreement. The said Agreement together with house rules and mutual covenants (if any) are deemed to have been inspected read and accepted by the Purchaser before the auction sale.
  - (ii) The Purchaser is deemed to have knowledge of contribution and other payments required to be settled or complied with by the Purchaser and such are available for inspection from the auctioneer/solicitors handling the sale.
16. The Property above described is believed and shall be taken to be correctly described and is sold subject to all liabilities and rights (if any) subsisting thereon and is further subject to the terms of the Sale & Purchase Agreement and House Rules (if any). The Assignee is under no obligation to define or describe the Property and all interest therein and any error, mis-description shall not annul the Auction sale nor entitle the Purchaser to claim for any damages, compensation or otherwise.
17.
  - (a) Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee in granting the consent to the sale herein (if applicable), it is hereby agreed that any arrears of quit rent and assessment rate (excluding penalty, attachment warrant and late charges) and any prevailing tax imposed by the Government of Malaysia (if applicable), service and maintenance charges (excluding penalty interest, late charges and **utilities bills**) and any prevailing tax imposed by the Government of Malaysia (if applicable) (hereinafter collectively referred to as "outstanding charges") which may be lawfully due (the Bank reserves the right to refuse to pay any sums not

lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to the date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money and in any event upon the Assignee's receipt of the balance purchase money in **cleared funds** SUBJECT TO the following maximum sums based on the Property Reserve Price.

The "Outstanding Charges" referred above which are to be borne by the Assignee will be capped as follows:-

<b>Property with Reserve Price (RM) of</b>	<b>Maximum Outstanding Charges to be borne by the Assignee</b>
<b>Less than RM250,000.00</b>	<b>RM10,000.00</b>
<b>RM250,001.00 to Less than RM500,000.00</b>	<b>RM15,000.00</b>
<b>RM500,001.00 to Less than RM1,000,000.00</b>	<b>RM20,000.00</b>
<b>RM1,000,001.00 to Less than RM2,000,000.00</b>	<b>RM25,000.00</b>
<b>RM2,000,001.00 to Less than RM3,000,000.00</b>	<b>RM30,000.00</b>
<b>RM3,000,001.00 onwards</b>	<b>RM50,000.00</b>

The arrears in quit rent and assessment bills excluding penalty attachment warrant and late charges shall only be paid provided that the Assignee is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment issued by the relevant authorities from the Purchaser within ninety (90) days from the date of the auction sale. All outstanding charges incurred, together with any prevailing tax (if applicable) after the date of successful auction shall be borne by the Purchaser without any obligation arising on the part of the Assignee or the Legal Firm to define the same respectively.

- (b) All other outstanding outgoings not mentioned in Clause 17(a) hereof before or after the auction as well as the administrative costs and charges for the consent from the Landowner/ Developer for the assignment/ transfer of the Property to the Purchaser (together with any prevailing tax (if applicable) shall be borne by Purchaser without any obligation arising on the part of the Assignee or the Legal Firm to define the same respectively.
  - (c) Please seek further confirmation from Developers that they shall agree to direct transfer shall the Strata Title is issued by the Land Office.
18. (a) The Property is sold subject to all outgoings affecting the same at the date of the auction without any obligation on the part of the Assignee to show the creation of or the title of the present claimant in any outgoing or to apportion any outgoing or issuing exclusively out of the property sold and subject also to any existing tenancies and all rights of tenants



thereunder (if any) and rights of occupiers thereunder (if any) and to all easements and quasi-easements and right of adjoining owners and others over the Property.

- (b) The Assignee will not be liable for any caveats filed by 3<sup>rd</sup> Party/ies and it is the duty of the Purchaser to remove the caveat at their own cost (if any).
19. Notwithstanding there being no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed of Assignment or the Memorandum of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the Property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property.
20. The Purchaser is deemed to be aware of the state, condition and occupancy of the Property and **shall be solely responsible to assert his rights as owner upon full payment of the Purchase Price**. However, the Purchaser is prohibited from entering the Property prior to the full payment of the Purchase Price having been made to the Assignee. **It is not the responsibility or obligation of the Assignee, the Auctioneer nor the Legal Firm to deliver or cause to be delivered vacant possession of the Property to the Purchaser.**
21. All purchasers are deemed to have inspected the Property and are deemed to be aware of its state and condition and the same is sold on an "as and where it is" basis.
22. The Assignee has no notice or knowledge of any encroachments or that the Government or any local authority has any immediate intention to acquire the whole or any part of the Property for roads, back lanes or any improvements schemes but if such encroachments shall be found to exist or if the Government or any local authority has any such intention the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
23. All costs of and incidental to the transfer of the Property including any prevailing tax (if applicable) shall be borne by the Purchaser in particular the stamp duty, registration and legal and other fees for the eventual transfer of the subdivided/subsidiary title to the Property to the Purchaser. The Purchaser shall be further responsible to solely pay all the legal cost of the assignment of the rights title and interest in the Property consequent to the auction sale as well as every other sum referred to in the Sale & Purchase Agreement and for whatever purpose.

24. **It is NOT the Assignee nor the Legal Firm's duty to obtain the transfer/re-assignment of the property to the Purchaser neither are they obliged to ensure that the Purchaser can eventually take a registered legal interest in the Property sold.** It is the responsibility of the Purchaser to obtain the Developer's consent to the assignment of the said Property to the Purchaser at the Purchaser's own cost and expense. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Developer and/or Landowner will consent to the Assignment of the Property to the successful purchaser. The Assignee and the Legal Firm do not provide any warranty whatsoever and the Purchaser agrees to be solely responsible for a proportionate amount of the overall cost.
25. All purchasers shall be deemed to have notice of the nature of the title deed and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by Law and the relevant provisions of the Sabah Land Ordinance under which the title deed to the Property is to be issued. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Purchaser can eventually take a registered legal interest in the property auctioned.
26. The Purchaser may caveat the parent title to the Property concerned if allowed under the Sale & Purchase Agreement but such caveat shall not restrict the issue of subsidiary or sub-divided titles nor the transfer of the parent or other title to the management corporation. Further the caveat will, upon issuance of the subsidiary title for the Property, be carried forward to the particular title concerned to the exclusion of the remaining titles and the parent or other title.
27. Pursuant to Section 18 and 33 of the Stamp Act 1949 (Act 378) any stamp duty payable shall be borne by the Purchaser alone and shall not be paid out of the proceeds of the sale. The Purchaser shall also pay the legal fees, registration fee and adjudication fee **together with any prevailing tax (if applicable)** for the eventual transfer of the Property.
28. **For the purpose of these proceedings the said Legal Firm is acting solely for the Assignee and is therefore not obliged to advise the purchaser** (including the filing of returns under the provisions of the Real Property Gains Tax Act 1976).
29. The valuation report prepared for the Assignee leading to this auction sale is solely and exclusively for ascertaining the Reserve Price and as such is confidential to the Assignee and Auctioneer. Neither the Assignee, the Auctioneer nor the Legal Firm shall in any way be responsible or liable for any mis-description, mis-representation, error or omission in such report. Any reliance on the report by the Purchaser shall be at his/her own risk.
30. The Assignee is not responsible for the contents of the valuation report prepared to ascertain the market value of the Property.
31. The auction is subject to postponement/cancellation by the Assignee at any time prior to the fall of hammer for whatever reason the Assignee shall think fit and no compensation shall become payable to any intending bidders/Purchaser arising from such postponement/cancellation.

32. In event of any discrepancy, mis-statement or error, appearing in the various translation of the particulars, the English version shall prevail.
33. The decision of the Assignee shall be final and binding in respect of all matters provided for and not provided for under these conditions.
34. These Conditions of Sale, Deed of Assignment and the Memorandum of Transfer are documents evidencing a single transaction and for the purpose of Section 4(3) of Stamp Duty Act 1949 (Act 378), Deed of Assignment shall be deemed the principal instrument.
35. The Purchaser hereby agrees and shall indemnify the Assignee and keep the Assignee indemnified against all tax, liabilities, penalties including without limitation to the all actions, proceeding, demands, claims, cost and penalty whatsoever made against the Assignee as a result of and/or incidental to the Purchaser's non-compliance with any of the Purchaser's obligations herein.
36. The sale of the subject property may be subjected to the liability to pay any prevailing tax that may be imposed by the Government of Malaysia (if applicable). In the event that there is any prevailing tax payable, the selling price is excluding the same.
37. The Purchaser is liable to any present or future, direct or indirect, Malaysia or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any tax such as Sales and Services Tax under the Sales and Services Tax Act 2018 and other taxes, and any interest, fines or penalties in respect thereof. In the event that there is any prevailing tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.
38. Online bidders are deemed to have read, understood and agreed to be bound by the Terms and conditions stated in <http://ebid.auctions.com.my> in addition to the terms and conditions hereinstated.

In acknowledgement of the above I/We \_\_\_\_\_  
(NRIC No. \_\_\_\_\_) the Purchaser hereby set my / our hand(s) on  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signed by the \_\_\_\_\_ )

said \_\_\_\_\_ ) \_\_\_\_\_

in the presence of : \_\_\_\_\_ )

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IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND  
POWER OF ATTORNEY ALL DATED 15<sup>TH</sup> DAY OF JANUARY, 2014

BETWEEN

PUBLIC BANK BERHAD (COMPANY NO. 6463-H)

... ASSIGNEE

AND

(a) MARSA BIN JUAN SALLEH (NRIC No. 660114-12-5367/H0663788

...ASSIGNOR

(b) SAIMAH JOUN [NRIC No. 700404-12-5190/H0741742]

MEMORANDUM OF CONTRACT

(Subject to the Conditions of Sale Annexed)

At the sale by PUBLIC AUCTION on the **26<sup>th</sup> day of January 2023** (“the Auction”) of the property described as Lot No. 10, Taman Canggih Commercial Centre, Jalan Tuaran Bypass, 88450 Kota Kinabalu, Sabah (“the Property”).

Mr/Mrs/Miss.....

Mr/Mrs/Miss .....

(“the Purchaser(s)”) (Nric No. ....)

(Nric No. ....)

was the highest bidder and was declared the Purchaser of the property as described subject strictly to the Conditions of Sale attached, at the purchase price of Ringgit Malaysia .....

(RM.....) (“the Purchase Price”) and the said Purchaser(s) has paid to the Assignee the sum of Ringgit Malaysia .....

..... (RM.....) only as a Deposit (“the Deposit”) and agrees to pay the balance of the purchase price and complete the purchase in accordance with and subject to the annexed Conditions of Sale. The Assignee hereby acknowledges receipt of the Deposit.

The breakdown of payment of the Purchase Price is as follows

Purchase Price                      RM.....  
Prevailing tax imposed by the Government of Malaysia (if applicable)

Deposit paid                        RM.....

Balance due                         RM.....

I/We.....

(Company No./Nric No.....

Hereby acknowledge receipt of the Deposit (Cash/Cashier's Order/Bank Draft No.....) on behalf of the Legal Firm.

Legal Firm (Messrs. MG's Legal Chambers)

Signature : .....

Chop : .....

Purchaser

Name : .....

NRIC/Company No .....

Address : .....

Tel : .....

Fax : .....

Signature : .....

Chop (if applicable) .....

Auctioneer

Signature : .....

Chop : .....

Dated this .....day of .....

(This Memorandum of Contract is subject to the terms and conditions stipulated in the annexed Conditions of Sale)

# **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 PUBLIC BANK BERHAD /PUBLIC ISLAMIC BANK BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a PUBLIC BANK BERHAD /PUBLIC ISLAMIC BANK BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full. **These terms and conditions are in addition to and NOT in substitution of the Conditions of Sale****

## **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 **Public Bank Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No: 3208242935**. 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 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** 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**

- 9.1. 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.