

PROCLAMATION OF SALE
IN THE MATTER OF THE LOAN AGREEMENT CUM ASSIGNMENT AND POWER OF ATTORNEY
BOTH DATED THE 21ST DAY OF FEBRUARY, 2014

BETWEEN

UNITED OVERSEAS BANK (MALAYSIA) BHD [199301017069 (271809-K)]	ASSIGNEE/BANK
	AND
ENA AHBENG (NRIC No. 670702-13-5296/K0123732)	ASSIGNOR
	AND
WONG NYAP FUN (NRIC No. 590729-12-5207/H0009981) ENA AHBENG (NRIC No. 670702-13-5296/K0123732)	BORROWERS

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Loan Agreement Cum Assignment and Power of Attorney both dated the 21st day of February, 2014** entered into between the Assignor and Borrowers and the Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL BY
PUBLIC AUCTION
ON TUESDAY, THE 21ST DAY OF MARCH, 2023
AT 3.00 P.M IN THE AFTERNOON
AT THE AUCTION CENTRE
UNIT A-3-6, 3RD 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
(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

NOTE:

All intending bidders are advised to do the following prior to the auction sale:-

- 1) inspect the subject property;
- 2) obtain a copy of the Conditions of Sale and seek independent legal advice on the Conditions of Sale;
- 3) conduct an official title search 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; and
- 5) The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual/strata title has been issued

PARTICULARS OF MASTER TITLE

TITLE/LOT NO:	Master Titles TL 017544713 & TL 017546940, District of Kota Kinabalu, State of Sabah
DEVELOPER'S PARCEL NO:	No. F2.11, Second Floor, Asia City Phase II A, Kota Kinabalu, Sabah.
FLOOR AREA:	approximately 1,666 square feet (154.8 square metres), more or less
DEVELOPER:	A.C. Property Development Sdn. Bhd. [In Liquidation]
LANDOWNER:	Sabah Urban Development Corporation Sdn Bhd/Sabah Economic Development Corporation
BENEFICIAL OWNER:	Ena Ahbeng
ENCUMBRANCE:	Assigned to United Overseas Bank (Malaysia) Bhd
TENURE:	Assumed to be held under 99-year leasehold interest upon issuance of subsidiary title
RESTRICTION IN INTEREST:	

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is an office unit located on the **Unit No. F2-11, 2nd Floor, Asia City Phase 2A, 88000 Kota Kinabalu, Sabah.**

RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM378,000.00 (RINGGIT MALAYSIA THREE HUNDRED AND SEVENTY EIGHT THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authorities. **Any arrears of quit rent, assessments and service or maintenance charges** which may be lawfully due to any relevant authority or the Developer up to the date of auction sale of the property shall be paid out of the purchase money upon receipt of full purchase price. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne by the successful Purchaser.

All intending bidders are required to deposit **10%** of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** in favour of **UOBM for WONG NYAP FUN & ENA AHBENG** on the day of auction sale. The balance of the purchase money shall be paid by the Purchaser within **one hundred and twenty (120) days** from the date of auction sale to **UNITED OVERSEAS BANK (MALAYSIA) BHD** via **Real Time Electronics Transfer of Funds and Securities (RENTAS)**. Online bidders are further subject to the Terms and Conditions on ebid.auctions.com.my.

FOR FURTHER PARTICULARS, please contact **M/S Wong & Shim**, of 12th Floor, Wisma Merdeka Phase 1, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah [Ref No: WS/RW/C/C-8(1291)DG/lcw-yt, Tel No. 088-233171] the Assignee herein or the undermentioned Auctioneer.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Unit A-3-6, 3rd Floor, Block A,
Plaza Tanjung Aru, Jalan Mat Salleh
88150 Kota Kinabalu, Sabah
Tel: 088-221266 & 088-221262
Our ref: PAHS/7790(3)/2/2023(LA)
Email: sabah@auctions.com.my
Website: www.auctions.com.my

TAY SU MEI
JANET MICHAEL
Licensed Auctioneer

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN PINJAMAN SELAKU PENYERAHANHAK DAN SURAT KUASA WAKIL KESEMUANYA YANG KEDUA-DUANYA 21 HARIBULAN FEBRUARI, 2014

ANTARA

UNITED OVERSEAS BANK (MALAYSIA) BHD [199301017069 (271809-K)]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

ENA AHBENG (No. K/P: 670702-13-5296/K0123732)

PIHAK PENYERAHHAK/PIHAK PEMINJAM

DAN

WONG NYAP FUN (No. K/P: 590729-12-5207/H0009981)

PIHAK PEMINJAM

ENA AHBENG (No. K/P: 670702-13-5296/K0123732)

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Pinjaman Selaku Penyerahanhak dan Surat Kuasa Wakil kedua-duanya yang Bertarikh 21 Haribulan Februari, 2014 diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pihak Peminjam yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

AKAN MENJUAL SECARA

LELONGAN AWAM

PADA HARI SELASA, 21 HARIBULAN MAC, 2023

PADA PUKUL 3.00 PETANG

DI PUSAT LELONG

UNIT A-3-6, TINGKAT TIGA, 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 (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

NOTA:

Bakal-bakal pembeli adalah dinasihatkan agar:-

- 1) memeriksa harta tersebut;
- 2) memperolehi salinan Syarat-Syarat Jualan dan meminta nasihat daripada Pihak Guaman mengenai Syarat-Syarat Jualan;
- 3) membuat carian hakmilik induk secara rasmi di Pejabat Tanah dan/atau pihak-pihak lain yang berkenaan.
- 4) membuat pertanyaan dengan Pihak Pemaju/Tuan Punya dan/atau pihak-pihak yang lain yang berkenaan mengenai persetujuan untuk jualan ini sebelum jualan lelong; dan
- 5) Pembeli yang berjaya akan bertanggungjawab untuk mendapatkan kelulusan terus untuk pindahmilik daripada Pihak Berkuasa Negeri sekiranya hakmilik individu/strata telah dikeluarkan

BUTIR-BUTIR HAKMILIK INDUK

NO. HAKMILIK LOT:

Hakmilik induk TL 017544713 & TL 017546940, Daerah Kota Kinabalu, Negeri Sabah

NO. PARSEL PEMAJU:

No. F2.11, Tingkat Dua, Asia City Fasa II A, Kota Kinabalu, Sabah.

KELUASAN LANTAI:

1,666 kaki persegi (154.8 meter persegi), lebih kurang

PEMAJU:

A.C. Property Development Sdn. Bhd. [Dalam Liquidasi]

TUAN TANAH:

Sabah Urban Development Corporation Sdn Bhd/Sabah Economic Development Corporation

PEMILIK:

Ena Ahbeng

BEBANAN:

Serahhak kepada United Overseas Bank (Malaysia) Bhd

PEGANGAN:

Diandaikan pegangan pajakan 99 tahun selepas pengeluaran hak milik subsidiari

SEKATAN KEPENTINGAN:

LOKASI DAN PERIHAL HARTANAH:

Harta tersebut adalah unit pejabat yang beralamat di Unit No. F2.11, Tingkat 2, Asia City Fasa 2A, 88000 Kota Kinabalu, Sabah.

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertiimana sediada" dan tertakluk kepada satu harga rizab sebanyak **RM378,000.00 (RINGGIT MALAYSIA TIGA RATUS DAN TUJUH PULUH LAPAN RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak/Bank dan tertakluk kepada kebenaran untuk pindahmilik diperolehi daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. **Segala bayaran cukai pintu, taksiran termasuk caj perkhidmatan atau penyenggaraan** yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian. Segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli.

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **10%** daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** di atas nama **UOBM untuk WONG NYAP FUN & ENA AHBENG** pada hari lelongan awam. Baki wang belian hendaklah dibayar oleh Pembeli dalam **tempoh satu ratus dua puluh (120) hari** dari tarikh jualan kepada **UNITED OVERSEAS BANK (MALAYSIA) BHD** melalui Sistem Pemindahan Elektronik, Masa Nyata bagi Dana dan Sekuriti (RENTAS). Penawar atas talian adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di ebid.auctions.com.my.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan Tetuan Wong & Shim, yang beralamat di Tingkat 12, Wisma Merdeka Fasa 1, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah [No. Ruj: WS/RW/C/C-8(1291)/DG/lcw-yt, No. Tel: 088-233171] Pihak Pemegang Serahhak 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, Sabah
Tel: 088-221266 & 088-221262
Ruj kami: PAHS/7790(3)/2/2023(LA)
Email: sabah@auctions.com.my
Website: www.auctions.com.my

TAY SU MEI
JANET MICHAEL
Pelelong Berlesen

CONDITIONS OF SALE

1. The sale is made by **UNITED OVERSEAS BANK (MALAYSIA) BHD** (hereinafter called "the Assignee/Bank") in the exercise of the rights and powers conferred upon the Assignee/Bank in pursuance of the **Loan Agreement Cum Assignment and Power of Attorney both dated the 21st day of February, 2014** executed by the Assignor and Borrowers in favour of the Assignee/Bank and is made subject to all conditions and category of land use, expressed or implied or imposed upon or relating to or affecting the Property and subject to the terms and conditions contained herein.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these Conditions of Sale at any time prior to the sale. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the Property up again for sale or put the Property at the last undisputed bid or withdraw the Property from auction sale. Any bid shall be subject to the minimum amount as decided by the Auctioneer.
3. The Assignee/Bank be and is hereby at liberty to bid for the Property at the sale (**without having to pay any deposit whatsoever**). 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 reserved price. In the event of the Assignee/Bank becoming the Purchaser, the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said **Loan Agreement Cum Assignment and Power of Attorney both dated the 21st day of February, 2014** on the date of sale, plus the cost and expenses including but not limited to taxes, duties or levies of the sale and all other costs and expenses including but not limited to taxes, duties or levies whatsoever in connection with this matter.
4. No bid shall be less than the last previous bid by a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder (s) before the fall of the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Assignee/Bank and the Property shall at the option of the Assignee/Bank be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date.
5. Each intending bidder (**with the exception of the Assignee/Bank**) is required to deposit with the Auctioneer **10%** of the fixed reserve price for the Property by **Bank Draft or Cashier's Order** in favour of **UOBM for WONG NYAP FUN & ENA AHBENG** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he is acting on behalf of another person, body corporate or firm, and he/she is authorised to sign all the necessary documents. **For a Bumiputra lot, only Bumiputra(s) are allowed to act for and on behalf of the bidder.** 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. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of auction sale, or who is an undischarged bankrupt, shall not be permitted to bid in his personal capacity or act as agent of a principal at the auction sale. **A foreign citizen or foreign company is only allowed to bid for the Property subject to the prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Foreign Investment Committee (if any) and/or relevant State Authorities in the said sale in accordance with the terms stated.** 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 for the manner of payment of the deposit.**
6. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee/Bank if he/she is the Purchaser**) shall pay to the Assignee/Bank, the difference between the deposit paid under Clause 5 above and the sum equivalent to **10%** of the successful bid ("Differential Sum") in **CASH or by BANK DRAFT**. The differential sum and the deposit paid under Clause 5 above (collectively referred to as "the Deposit") shall be deemed to be part payment of the purchase price. The Purchaser shall also complete and execute these Conditions of Sale and Memorandum of Contract. The Deposit shall be held by the Assignee/Bank subject to the provisions of Clauses 7 and 9 herein.
7. In the event that the Purchaser fails to pay the Deposit or fails to sign these Conditions of Sale and Memorandum of Contract, all monies paid by the Purchaser to the Assignee/Bank shall be forfeited by the Assignee/Bank and the Property shall forthwith be again put up for sale. The costs of such re-sale together with the deficiency in price (if any) which may result from a re-sale or the purchase money if there is no re-sale, as the case may be, shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the auctioneer in relation thereto.
8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within **one hundred and twenty (120) days** from the date of the auction sale, by **remitting the payment directly to the Assignee/Bank via RENTAS**. The period of **120 days** will not be extended by the Assignee/Bank, unless the Purchaser shall have, prior to the expiry of the said period, issued a written request to the Assignee/Bank applying for an extension of time and the Assignee/Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the Deposit shall be forfeited, or (iii) agrees to grant an extension of time subject to conditions (including but not limited to the imposition of late payment interest/charges at such rate/amount as the Assignee/Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee/Bank or to the Solicitors for the Assignee/Bank. The Assignee/Bank and/or the Solicitors for the Assignee/Bank shall not be responsible for any delay caused or costs incurred from any payment made/transaction conducted via RENTAS. Any service charges and/or cost payable for the payment made/transaction conducted via RENTAS shall be borne by the Purchaser.
9. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale by the Assignee/Bank at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the auctioneer in relation thereto.

10. Upon full payment of the balance of the purchase price and in accordance with Clause 8 above and subject to the consent to transfer from the Developer and/or any relevant authorities (if applicable) being obtained by the Purchaser, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including but not limited to legal fees, stamp duty, registration fees, taxes, duties and levies) the Assignee's standard Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer of the Property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter, upon the Purchaser's payment of all such costs and expenses and any administrative or transfer costs or any other maintenance/service charges and outgoings including taxes, duties or levies that may be due to or imposed by the Developer and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Assignee/Bank, the Assignee/Bank shall deliver to the Purchaser or his/her solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the standard form duly obtained from the Assignee/Bank.
- 10.1. *It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, the confirmation as stated in Section 22D(4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain copies of the statement of account for the outstanding charges (i.e. the quit rent, assessment and service or maintenance charges only) from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification within **one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the Assignee and the same shall be borne by the Purchaser solely.
- 10.2. *It is hereby agreed that any arrears of quit rent, assessment and service or maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) only, 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 the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) shall only be paid provided that the Assignee/Bank is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within **one hundred and twenty days (120)** from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the Assignee/Bank.
- 10.3. *The Purchaser undertakes to forward to the Developer upon completion, the duly stamped Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required under Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 **within fourteen (14) days** from the date of stamping of the Assignment and to forward a copy of the covering letter with the Developer's acknowledgement of receipt to the Assignee/Bank or its Solicitors.
- 10.4. **If individual title/strata title has been issued, the Purchaser undertakes, at his own cost and expense, to obtain the Developer's consent to the Direct Transfer of the property to the Purchaser whereby the Purchaser also undertakes to commit all acts and deeds related to the Memorandum of Transfer to enable the effective transfer of the property to the Purchaser (including the full settlement of all legal fees, stamp duty, registration fees, taxes, duties and levies connected therewith).
- 10.5. **It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, copies of the statement of account for the outstanding charges (i.e. the quit rent, assessment and service or maintenance charges only) from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification **within one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the Assignee/Bank and the same shall be borne by the Purchaser solely.
- 10.6. **Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that any arrears of quit rent, assessment and service or maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) only, which may be lawfully due (the Assignee/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 the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) shall only be paid provided that the Assignee/Bank is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within one hundred and twenty (120) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer (including consent fees, vetting legal fees and taxes, duties or levies imposed by the Developer in Direct Transfer of the property to the Purchaser). Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the Assignee/Bank.

11. As from the time of the auction sale, the Property shall be at the sole risk of the Purchaser as regards to any loss or damage by fire or other accident or otherwise or any restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, covenants, liabilities arising/entered after the auction sale.
12. The Purchaser shall deem to have inspected the Property and therefore admit the identity and the “as is where is basis” of the Property purchased by him with that comprised in the muniments offered by the Assignee/Bank as the title of the Property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
13. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty, search fees, registration fees, taxes, duties and levies in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the Property to the Purchaser.
14. The Property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.
15. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or 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 any sale or shall any abatement or compensation be allowed in respect thereof.
16. The Property is believed and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and conditions of the Property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof. The Assignee/Bank will not be liable for any caveats lodged on the Property by third party and it is the duty of the Purchaser to remove the caveat at his/her own cost (if any).
17. In the event of the sale being set aside for any reasons whatsoever by the Assignee/Bank or by an Order of court or consent not being obtained by the Purchaser from the Developer (if applicable) or any other relevant authorities (if applicable) (other than that due to any act of default and/or omission by the Purchaser) this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or relating to the sale **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale, and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon refund by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitors and the Auctioneer or their respective servants or agents.
18. The Property shall be sold subject to the consent from the relevant authorities (if applicable). The Purchaser shall within thirty (30) days from the date of auction sale apply to and obtain from the Developer and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the Property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority (if applicable), whichever is the earlier and to keep the Assignee/Bank or its Solicitors informed at all times of the developments and forward a copy of the consent to the Assignee's Solicitors upon receipt of the same. All fees, charges and expenses including but not limited to taxes, duties or levies in connection with or incidental to the application shall be borne by the Purchaser.
19. In the event there is any restriction-in-interest on the Property, it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within **one hundred and twenty (120) days** from the date of the successful auction subject to Clause 8 above.
20. In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank, the Assignee/Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the purchase price free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or in relation to the sale herein **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any party on account thereof.
21. The Assignee/Bank does not undertake to deliver vacant possession of the Property to the Purchaser. The Purchaser only after the payment of the balance of the purchase price in full shall at his own cost and expenses take possession of the Property without obligation on the part of the Assignee/Bank or its agent to give vacant possession.
22. In the event that the sale is terminated for any reasons whatsoever, the Purchaser if vacant possession of the Property has been delivered, shall redeliver vacant possession of the Property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.

23. For the purpose of these conditions, the time allowed by the conditions for the payment of the balance of the purchase money shall be deemed to be the essence of the contract.
24. The Property is sold on an “**as is where is**” basis.
25. The Assignee/Bank be and is hereby at liberty to postpone, call-off or adjourn the auction sale at any material time or to terminate the auction sale of the Property after the fall of the hammer without having to provide any reasons or grounds whatsoever.
26. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee/Bank, its Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement of representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, its Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the Property.
27. In the event of any discrepancy, omission, mis-statement, mis-description or error, appearing in the various translations of the particulars and conditions herein, the English version shall prevail.
28. The Assignee/Bank 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/Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.
29. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
30. The Purchaser should engage a solicitor to act on the Purchaser’s behalf for the completion of the purchase of the Property and in the event that no solicitor is appointed, the Purchaser is deemed to have elected to be unrepresented in this sale.
31. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
32. Unless expressly provided herein, the Assignee/Bank, its Solicitors and the Auctioneer or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matter or thing arising out of, in connection with, or in respect of the sale of the Property whatsoever and howsoever caused arising.
33. The Purchaser is liable to pay for any other taxes or levies which as at the date of the auction sale of the Property or at any date subsequent to the date of the auction sale of the Property, is required by law or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decision or directives) to be paid to any body or authority having jurisdiction over the Assignee/Bank in respect of any monies charged or incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser.
34. Any other taxes or levies incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser and any other goods or services provided under the Proclamation of Sale and Conditions of Sale shall be borne and charged to the Purchaser and in the event that the Assignee/Bank shall effect any payment, the Purchaser shall be liable to reimburse the Assignee/Bank for such amounts paid.
35. 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 for the manner of payment of the deposit.**

Note

- 1:* **Applicable only for properties that comes within the definition of ‘housing accommodation’ under the Housing Development (Control and Licensing) Act, 1966.**
- 2:** **Applicable for properties that does not come within the definition of Section 22D under the Housing Development (Control and Licensing) Act, 1966.**

CONTRACT

MEMORANDUM:- At the sale by Public Auction this **21st day of March, 2023** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits to the said property pursuant to the **Sale and Purchase Agreement dated the 17th day of February, 2006** made between **A.C. Property Development Sdn. Bhd.** (The Developer) and **Sabah Urban Development Corporation Sdn Bhd** and **Sabah Economic Development Corporation** (The Landowners) and **Chang Kiaw Ngiap @ Chang Khoi Nyap** (The 1st Purchaser) and **Sale and Purchase Agreement dated the 12th day of December, 2013** made between **Chang Kiaw Ngiap @ Chang Khoi Nyap** (The 1st Purchaser) and **Ena Ahbeng** (The 2nd Purchaser) absolutely assigned to the Assignee/Bank pursuant to and under the **Loan Agreement Cum Assignment and Power of Attorney both dated the 21st day of February, 2014** entered into between United Overseas Bank (Malaysia) Bhd and the Assignor and Borrowers in relation to the subject property

the highest bidder for and declared the Purchaser of the said property for the sum of RM _____ and a sum of RM _____ has been paid to the Assignee by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions and the said Auctioneer hereby confirms the said purchase and the Assignee/Bank acknowledge the receipt of the said deposit.

..... Purchaser/Authorised Agent's Signature	Purchase Money	RM _____
	Deposit Paid	RM _____
	Balance Due	RM _____

Licensed Auctioneer

Solicitors
M/S WONG & SHIM

Assignee

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of 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 UNITED OVERSEAS BANK (MALAYSIA) BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a UNITED OVERSEAS BANK (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 **United Overseas Bank (Malaysia) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD (BIDDERS ACCOUNT) Account No: 256-302-510-9**. Evidence of the transfer must be uploaded and submitted at the time of registration.

- 2.5. E-bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents including evidence of payment of the Required Deposit onto **PAH website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.
- 2.6. Registration of Bidders shall be subject to verification and approval of the **PAH Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PAH website**. Neither **PAH Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **two (2) working days**.
- 2.7. E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.
- 2.8. Upon approval and verification by **PAH website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.
- 2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

3. Bidding Process

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

4. POST ONLINE PUBLIC AUCTION PROCEDURES

- 4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee bank and the sale will be deemed cancelled/terminated and the property may be put up again for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.
- 4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.
- 4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **PAH Website** and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.
- 4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.

5. OTHER APPLICABLE TERMS & CONDITIONS

- 5.1. All registered E-bidders at **PAH website** shall undertake to fully comply with the Terms and Conditions herein. In addition all successful E-Bidders shall also be bound by the terms and conditions as stipulated in the Proclamation of Sale.

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

6. GOVERNING LAW

- 6.1. The Terms and Conditions contained in the ebid.auctions.com.my 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.