

# PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITY AGREEMENT, DEED OF ASSIGNMENT (FIRST PARTY)  
AND POWER OF ATTORNEY ALL DATED THE 10<sup>TH</sup> DAY OF MARCH, 2010

BETWEEN

HSBC BANK MALAYSIA BERHAD [127776-V]

ASSIGNEE/BANK

AND

SHAZMI BIN DAIM [NRIC No. 750914-12-5209]

ASSIGNOR/BORROWER

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facility Agreement, Deed of Assignment (First Party) and Power of Attorney all dated the 10<sup>th</sup> day of March 2010 (hereinafter called 'The Security Documents') entered into between the Assignor/Borrower and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL BY

## PUBLIC AUCTION

ON WEDNESDAY, THE 22<sup>ND</sup> DAY OF MARCH, 2023

AT 3.00 P.M IN THE AFTERNOON

AT THE AUCTION ROOM

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

JALAN MAT SALLEH, 88150 KOTA KINABALU, SABAH

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

**NOTE:** Prospective bidders are advised to (i) inspect the subject property (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer, Proprietor and/or other relevant authorities on the terms of consent and transfer to the sale of the Subject Property prior to the auction sale and to check and enquire about any laws regarding to housing, obligations or mutual agreement(s), terms in the existing Sales and Purchase Agreement(s) and relevant statements of all contributions and any necessary payments to be made before the prospective bidder can own the subject property. The Successful Bidders/Purchasers shall immediately following the auction sale apply to the Developer and/or other relevant authorities for the consent to transfer and also to obtain the consent of the Developer and/or the Authorities for direct and/or all necessary transfer(s) if individual/strata title is issued (v) the Purchase Price and other monies due and payable in relation to the public auction of the above-mentioned Property excludes any Government tax that may be imposed on such payment including Sales and Services Tax (if applicable) that shall be paid by the Successful Bidder.

### PARTICULARS OF TITLE

TITLE NO:

Country Lease No. 015503090, District of Kota Kinabalu, State of Sabah

LAND AREA:

Approximately 104.2 square metres, more or less

VENDOR (DEVELOPER):

Lembaga Pembangunan Perumahan Dan Bandar

ENCUMBRANCE:

Assigned to HSBC Bank Malaysia Berhad

TENURE:

Leasehold - 99 years commencing from 01 January 1983 and expiring on 31 December 2081

NOTE:

### LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a double-storey corner terraced house identified as Developer's Parcel No: Lot 153, Block F2, Taman Kuala Menggatal Phase 1B, Kota Kinabalu, Sabah bearing postal address of Title Lot No. 153, House No. 10, Lorong Kuala Menggatal 12, Taman Kuala Menggatal Phase 1B, Off Jalan Sepangar, 88450 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 **RM350,000.00 (RINGGIT MALAYSIA THREE HUNDRED AND FIFTY THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to the approval being obtained by the Purchaser from the relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. Subject to the terms and conditions stated in the Conditions of Sale, any arrears of quit rent, assessments, service/maintenance charges and any other outgoings which may be lawfully due to the relevant authorities up to the date of successful sale of the subject property shall be paid out of the purchase money. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely 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** only in favour of **HSBC BANK MALAYSIA BERHAD** on the day of auction sale and the balance of the purchase money shall be paid by the Purchaser within ninety (90) days from the date of auction sale to **HSBC BANK MALAYSIA BERHAD**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion.  
**Online bidders are further subject to the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my).**

FOR FURTHER PARTICULARS, please contact M/S Lind Willie Wong & Chin, of Level 7, Wisma Great Eastern, 65, Gaya Street, 88000 Kota Kinabalu, Sabah [Ref No: K-CKH/III/H-55(1164)/NKY/Lm), Tel No: 088-218711] Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer

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

Unit A-3-6, 3<sup>rd</sup> Floor, Block A,  
Plaza Tanjung Aru, Jalan Mat Salleh  
88150 Kota Kinabalu, Sabah  
Tel: 088-221266 & 088-221262  
Our ref: PAHS/7817/3/2023(LA)  
Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Licensed Auctioneers

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHHAKAN (PIHAK PERTAMA) DAN SURAT KUASA WAKIL KESEMUANYA YANG BERTARIKH 10 HARIBULAN MAC, 2010

ANTARA

HSBC BANK MALAYSIA BERHAD [127776-V]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

SHAZMI BIN DAIM [No. K/P. 750914-12-5209]

PIHAK PENYERAHHAK/PEMINJAM

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Kemudahan, Suratikatan Penyerahhakan (Pihak Pertama) dan Surak Kuasa Wakil kesemuanya yang bertarikh 10 haribulan Mac, 2010 (selepas ini dirujuk sebagai 'Dokumen Sekuriti') diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Peminjam adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

## AKAN MENJUAL SECARA LELONGAN AWAM

PADA HARI RABU, 22 HARIBULAN MAC, 2023

PADA PUKUL 3.00 PETANG

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

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

**NOTA:** Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa harta tersebut (ii) meminta nasihat dari Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan (iv) serta membuat pertanyaan dengan Pihak Pemaju. Pemilik dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan dan pemindahan subjek harta tersebut ini sebelum jualan lelong dan memeriksa /bertanya tentang undang-undang perumahan, waad atau persetujuan bersama, terma-terma yang terkandung di dalam Perjanjian Jual Beli yang sedia ada dan pernyataan berkenaan kesemua sumbangan / caruman dan lain-lain bayaran yang mesti dibayar sebelum penawar boleh memiliki subjek harta tersebut. Selepas berjaya memperolehi harta tersebut, pembeli tersebut dikehendaki memohon kebenaran untuk pindahmilik dari pihak Pemaju dan/atau lain-lain Pihak Berkuasa yang berkenaan, sekiranya ada dan juga bertanggungjawab untuk mendapatkan kelulusan bagi pemindahan terus dan/atau pemindahan-pemindahan daripada Pihak Pemaju dan/atau Pihak-pihak Berkuasa sekiranya hakmilik individu/strata telah dikeluarkan (v) bahawa Harga Belian dan wang lain yang kena dibayar berkaitan dengan lelongan awam ke atas Hartanah tersebut adalah tidak termasuk apa-apa cukai-cukai Kerajaan yang dikenakan ke atas pembayaran tersebut termasuk Cukai Penjualan dan Perkhidmatan yang mesti dibayar oleh penawar yang berjaya.

### BUTIR-BUTIR HAKMILIK INDIVIDU

**NO. HAKMILIK:** CL 01553090, Daerah Kota Kinabalu, Negeri Sabah  
**KELUASAN TANAH:** Lebih kurang 104.2 meter persegi  
**PENJUAL (PEMAJU):** Lembaga Pembangunan Perumahan Dan Bandar  
**BEBANAN:** Serahhak kepada HSBC Bank Malaysia Berhad  
**PEGANGAN:** Pajakan - 99 tahun bermula dari 01 Januari 1983 dan tamat pada 31 Disember 2081  
**NOTA:**

### LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah **rumah teres 2 tingkat (lot tepi)** yang dikenali sebagai No. Parsel Pemaju: Lot 153, Block F2, Taman Kuala Menggatal Phase 1B, Kota Kinabalu, Sabah yang beralamat di **Titled Lot No. 153, No. Rumah 10, Lorong Kuala Menggatal 12, Taman Kuala Menggatal Fasa 1B, Jalan Sepangar, 88450 Kota Kinabalu, Sabah.**

### HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan seperti mana sedianya" dan tertakluk kepada satu harga rizab sebanyak **RM350,000.00 (RINGGIT MALAYSIA TIGA RATUS DAN LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak dan tertakluk kepada Pembeli memperolehi kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. Tertakluk kepada Syarat-Syarat Jualan, segala tunggakan cukai tanah, cukai taksiran, caj perkhidmatan/penyenggaraan dan lain-lain bayaran yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian. Segala bayaran fi, kos dan caj lain berhubung dengan pindahmilik dan penyerahanhak hartanah tersebut hendaklah ditanggung oleh Pembeli.

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **HSBC BANK MALAYSIA BERHAD** pada hari lelongan awam dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh sembilan puluh (90) hari dari tarikh jualan kepada **HSBC BANK MALAYSIA BERHAD**. Sekiranya pembeli gagal mematuhi syarat tersebut, wang deposit akan dirampas oleh Pihak Pemegang Serahhak/Bank atas budi bicara mutlak. **Penawar atas talian adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di [ebid.auctions.com.my](http://ebid.auctions.com.my).**

**UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA,** sila berhubung dengan **Tetuan Lind Willie Wong & Chin,** yang beralamat di Tingkat 7, Wisma Great Eastern, 65, Jalan Gaya, 88000 Kota Kinabalu, Sabah [No. Ruj.: K-CKH/III/H-55(1164)/NKY/Lm) No. Tel: 088-218711] Peguamcara bagi Pihak Pemegang Serahhak/Bank 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 & 221262  
Ruj kami: PAHS/7817/2/2023(LA)  
Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Pelelong Berlesen

# CONDITIONS OF SALE

## 1 Reserve Price

This sale is subject to the Reserve Price.

## 2 Bidding

- a. No bid shall be withdrawn or be less than the last previous bid.
- b. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- c. The Auctioneer may refuse any bid or bids without giving any reasons.
- d. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.

## 3. Assignee/Bank's Rights

The Assignee/Bank reserves the following rights:

- a. to bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the Purchaser and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Borrower under the said Security Documents and all costs and expenses of, in connection with and resulting from the sale;
- b. to withdraw, postpone, call off or adjourn the auction sale of the Property at any time prior to the auction date and before the fall of the hammer with or without notice; and
- c. to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.
- d. to terminate the auction sale of the Property after the fall of the hammer with notice in writing.

## 4. Withdrawal of Bid

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

## 5. Prior to the auction

- a. the Assignee/Bank reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
- b. all intending bidders (with exception of the Assignee/Bank) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Cheque made payable to **HSBC BANK MALAYSIA BERHAD** failing which they shall not be entitled to bid;
- c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgment by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which, the bidder shall be deemed to contract in his/her own name and not as an agent for another;
- d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which, they shall not be entitled to bid;
- e. for Bumiputra lot, only Bumiputra is allowed to act on behalf of the Bumiputra bidder.
- f. **Online Bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6 of the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit.**

## 6. Prohibited To Act/Bid

- a. No bankrupt is allowed to bid or act as agent. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the deposit paid, as the case may be, shall be forfeited to the Assignee/Bank and the Property shall be put up for sale again.

- b. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/approval of the Foreign investment Committee, and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities and the Assignee/ Bank/ Auctioneer/ Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/ refusal/ neglect by the Foreign Citizen/ Foreign Company/ Permanent Resident to apply and/or obtain such approval(s)/ consent(s). In the event a Foreign Citizen/ Foreign Company/ Permanent Resident, makes a bid for the property, without the necessary prior approval(s)/ consent(s) the deposit paid shall be forfeited to the Assignee/ Bank and the Property shall be, put up for sale again.

**7. Sale**

The Purchaser (except where the Assignee/Bank is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum, and on the same day deposit with the Auctioneer further sums by way of cash or cheque crossed "A/C PAYEE ONLY" made payable to **HSBC BANK MALAYSIA BERHAD** which sums plus the monies deposited pursuant to Clause 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheques are dishonored on presentation then Clause 9 shall take effect. The Auctioneer reserves the right to hold the Memorandum until all the cheques for the actual deposit have been cleared.

**8. Completion**

Within 90 days from the date of the auction sale or the extended completion granted by the Assignee/Bank (at the Assignee/Bank's sole discretion subject to payment of interest at the rate of interest to be determined by the Assignee/Bank), the Purchaser shall deposit with the solicitors appointed by the Assignee/Bank simultaneously:

- a a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **HSBC BANK MALAYSIA BERHAD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which, the deficiency shall be recoverable from the Purchaser; and
- b. the Assignee/Bank will execute an assignment (in the form and substance acceptable to the Assignee) and deliver up the Security Documents and any other relevant documents in the custody of the Assignee/Bank to the Purchaser, but such assignment to the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee/Bank shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee/Bank shall not be required to assign the property to any person other than the Purchaser.
- c. Subject the Clause 8 (a) & (b) above, the Property in which there is/are outstanding progressive payments due to the Developer, the Purchaser shall:-
- i) In the event that he/she requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within the time stipulated above, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
- ii) In the event that he/she shall not requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, provide a bank guarantee in favour of the Developer or pay the balance progressive payment to the Developer according to the schedule of the Principal Sale and Purchase Agreement and to release the Assignee/Bank from its original undertaking;
- iii) any payments due and payable to the Developer after the date of sale, including the balance progressive payments according to the schedule of the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Successful Purchaser/Successful Purchaser's financier in giving any undertaking/payment stated in Clause 8(c)i) or Clause 8(c)ii) hereof, shall be borne by the Purchaser absolutely.
- iv) In the event the Successful Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee/payment mentioned in the manner and at the time stipulated in Clause 8(c)i) or Clause 8(c)ii) hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Successful Purchaser whereon the Deposit referred in Clause 5 shall be forfeited by the Assignee/Bank.
- d. The Purchaser consents to be contacted by the Assignee/Bank for financial services to complete the purchase herein.

**9. Default**

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the monies previously paid pursuant to Clause 5 and Clause 7 (as the case may be) shall be forfeited absolutely by the Assignee/Bank who shall be entitled to put up the property for re-sale again and the costs of such re-sale with the deficiency in price (if any) resulting there-from shall be recoverable as a debt due from the defaulting Purchaser.

## 10. Quit Rent & Other Outgoings

- a. Subject to Clause 8(c) above, **any arrears of quit rent, assessments and service/maintenance charges and any other outgoings which may be lawfully due to the Developer and/or the relevant authorities up to the date of successful sale of the subject property shall be borne out of the purchase money** provided that the Purchaser shall extract a copy of such bills and request for payment from the Assignee/Bank within 90 days from the date of the sale. Any such sums due and payable after the date of sale shall be borne by the Purchaser absolutely. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental pursuant to the property / the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- b. The Purchaser is responsible to make his/her own enquiries on all liabilities affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he/she makes any enquiry and neither the Assignee/Bank nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall not raise any enquiry, requisition or objection thereon or thereto.
- c. The stamp duty and registration fee and all costs for the Memorandum, the assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

## 10A. Issuance of strata title/individual title

- a. The Purchaser shall at his/her own cost and expense apply to the relevant authorities for approval for the sale and transfer in the event that the strata title/individual title of the Property has been issued.

## 11. Relevant Authorities Approval

The property is sold subject to the Purchaser at own costs and expenses applying for and obtaining the approval (if any) required from the Developer, Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer, Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee/Bank and/or its solicitors informed of the progress of such applications. No warranty is given by the Assignee/Bank that any of the approval(s) can be obtained, but in the event of:

- a. any of the approval(s) not being obtained from the Developer, Proprietor and/or State Authorities or other relevant bodies (other than for reasons attributable to any act of default or omission by the Purchaser) by the expiry of the time period prescribed for completion in clause 8 herein or
- b. any of the approval(s) from the Developer, Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee/Bank in its absolute discretion; or
- c. the sale herein being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court;

Then subject to Clause 6(b) above, the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his/her own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee/Bank within 7 days upon service of the notice terminating the sale; and
- the costs/expenses reasonably incurred by the Assignee/Bank in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee/Bank certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee/Bank, its solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

## 12. Vacant Possession

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

**13. Conditions of Property**

- a. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interest, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee/Bank to define the same respectively and any error, mis-statement, omission or mis-description discovered in the contract shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- b. The Purchaser shall be deemed to have inspected and investigated the conditions of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- c. 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.

**14. General**

- a. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
- b. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his/her own costs insure the same against damages by fire and usual perils.
- c. All statements contained herein are made without responsibility on the part of the Auctioneer or the Assignee/Bank or its solicitors and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- d. The Assignee/Bank does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- e. The Purchaser shall appoint his/her own legal counsel and advisor for purposes of all searches and enquiries normally made by a prudent purchaser, and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters and to such matters of which the Purchaser may have actual knowledge.
- f. The Assignee/Bank, its Solicitors and the Auctioneer or its agents or employees shall not be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matters arising from, or in connection with, the auction or sale of the property.
- g. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- h. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- i. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- j. the expression "the Purchaser" include his/her heirs, personal representative, where two or more persons are included, this Conditions of Sale bind such persons jointly and severally.

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

# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction this **22<sup>nd</sup> day of March, 2023** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits under the said **Facility Agreement, Deed of Assignment and Power of Attorney all dated the 10<sup>th</sup> day of March, 2010** of the other part and in relation to the said property, the highest bidder stated below has been declared as the Purchaser(s) of the said property for the sum of **RINGGIT MALAYSIA** \_\_\_\_\_, who has paid to the Auctioneer abovenamed the sum of **RINGGIT MALAYSIA** \_\_\_\_\_ by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Solicitors hereby confirms the said purchase and the Auctioneer acknowledges receipt of the said deposit.

**PURCHASER(S)'S NAME:** \_\_\_\_\_ **Purchase Money RM** \_\_\_\_\_

\_\_\_\_\_ **Deposit Money RM** \_\_\_\_\_

**NRIC NO:** \_\_\_\_\_ **Balance Due RM** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel No:** \_\_\_\_\_

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

\_\_\_\_\_  
**SIGNATURE  
M/S LIND WILLIE WONG & CHIN  
SOLICITORS FOR THE ASSIGNEE/BANK  
(NAME & NRIC NO. OF LAWYER)**

\_\_\_\_\_  
**SIGNATURE  
TAY SU MEI  
LICENSED AUCTIONEER  
(NRIC NO OF AUCTIONEER)**



## **ONLINE PUBLIC AUCTION TERMS AND CONDITIONS**

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

### **IMPORTANT**

**These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with HSBC BANK MALAYSIA BERHAD/HSBC AMANAH MALAYSIA BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a HSBC BANK MALAYSIA BERHAD/HSBC AMANAH 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 **HSBC Bank Malaysia Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD** **Account No: 201272713102**. 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 (**strictly NO cash deposit and 3rd party transfer allowed**) onto **PAH website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.
- 2.6. Registration of Bidders shall be subject to verification and approval of the **PAH Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PAH website**. Neither **PAH Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **two (2) working days**.
- 2.7. E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.
- 2.8. Upon approval and verification by **PAH website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.
- 2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

### **3. Bidding Process**

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

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

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

## 5. OTHER APPLICABLE TERMS & CONDITIONS

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

## 6. GOVERNING LAW

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

## 7. PERSONAL DATA PROTECTION ACT

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

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

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

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

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

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

## 8. COPY RIGHT AND INTELLECTUAL PROPERTY

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

## 9. MISCELLANEOUS

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