

PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT, DEED OF ASSIGNMENT
AND POWER OF ATTORNEY ALL DATED THE 21ST DAY OF JULY, 2008

BETWEEN

AMBANK (M) BERHAD [196901000166 (8515-D)]

ASSIGNEE / BANK

AND

(1) WONG KIM YONG (NRIC NO. 830612-04-5238)

ASSIGNORS / BORROWERS

(2) WINSON KOH (NRIC NO. 821230-04-5465)

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 21st day of July, 2008, entered into between the Assignee/Bank and the Assignors/Borrowers, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY PUBLIC AUCTION

VIA ONLINE BIDDING

ON FRIDAY, THE 28TH DAY OF JULY, 2023
AT 3.30 P.M. AT WWW.NGCHANMAU.COM

(Bidder registration and payment of auction deposit must be made by 10am, on the auction day; otherwise the Auctioneer has the right to reject the registration. Bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time)

- NOTE :**
- (1) Prior to the auction sale, all intending bidders are advised, inter alia, to :-**
 - (i) inspect the subject property (ii) conduct an official Strata Title search (iii) enquire from the Developer/Proprietor and/or other relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only and also on the other terms of consent or restrictions to the sale herein prior to the auction sale (iv) obtain a copy of the Conditions of Sale from the Auctioneer and seek independent legal advice on all matters in connection with the auction sale, including the Conditions of Sale.**
 - (2) This material is based upon information which we consider reliable. As it has been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.**
 - (3) As at the auction date, consent (if applicable) from the Developer/Proprietor and/or the relevant authorities is yet to be obtained, however it is the responsibility and liability of successful bidder to obtain the consent/transfer (if applicable) pertaining to the auction from the Developer/Proprietor and/or the relevant authorities.**

PARTICULARS OF STRATA TITLE :-

TITLE : The strata title in respect of the subject property has been issued.
STRATA TITLE NO AND LOT NO : Pajakan Negeri 27142/M2/1/181 and Lot No. 121253, Mukimof Plentong, District of Johor Bahru and State of Johor
ACCESSORY PARCEL NO : A314
DEVELOPER'S PARCEL NO. : **B2-OG-05, Impian Senibong**
APPROXIMATE FLOOR AREA : 100 square metres (1,076 square feet)
TENURE : Leasehold for 99 years, expiring on 21/1/2097
REGISTERED PROPRIETOR : **Kumpulan Prasarana Rakyat Johor Sdn. Bhd. (Company No. 366236-T)**
DEVELOPER / VENDOR : **TRC Land Sdn. Bhd. (formerly known as Andaman Budi Sdn. Bhd. [Company No. 444162-W])**
BENEFICIAL OWNERS : **Wong Kim Yong & Winson Koh**
EXPRESS CONDITIONS : i. Tanah ini hendaklah digunakan sebagai Bangunan bertingkat untuk tujuan Apartment dan kegunaan lain yang berkaitan dengannya, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii. Segala kekotoran dan pencemaran akibat aktiviti-aktiviti ini hendaklah disalurkan ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa yang berkenaan. iii. Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa berkenaan hendaklah dipatuhi.

RESTRICTION-IN-INTEREST

: i). Apabila bangunan bertingkat yang didirikan di atas tanah ini telah dipecahbagikan dan hakmilik strata didaftarkan, tuan punya petak bangunan (Nama Pemaju) tidak boleh menjual/memindahmilik petak-petak bangunan yang diperuntukkan kepada Bumiputera dengan apa cara sekali pun kepada orang yang Bukan Bumiputera/Syarikat Bukan Bumiputera tanpa persetujuan Pihak Berkuasa Negeri. ii). Petak-petak bangunan yang didirikan di atas tanah ini apabila sahaja bertukar miliknya kepada seorang Bumiputera/Syarikat Bumiputera maka tidak boleh terkemudian daripada itu dijual, dipajak atau dipindahmilik daripada apa cara sekalipun kepada orang bukan Bumiputera /Syarikat Bukan Bumiputera tanpa persetujuan Pihak Berkuasa Negeri. iii). Petak-petak bangunan yang didirikan di atas tanah ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada bukan warganegara/syarikat asing tanpa persetujuan Pihak Berkuasa Negeri.

ENCUMBRANCE

: Assigned to **AmBank (M) Berhad**

LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is located on the apartment building known as Blok 2, Impian Senibong at Jalan Persiaran Senibong within Taman Bayu Senibong in Masai, Johor. It is an **apartment** bearing postal address at **Unit No. G-05, Blok 2, Impian Senibong, Jalan Persiaran Senibong, Taman Bayu Senibong, 81750 Masai, Johor.**

RESERVE PRICE

The subject property will be sold on an "as is where is" basis, subject to a reserve price of **RM290,000.00 (Ringgit Malaysia Two Hundred And Ninety Thousand) Only**, subject to the Conditions of Sale and subject to the consent (if applicable) being obtained by the Purchaser from the Developer/Proprietor and other relevant authorities. **Bidders are further subject to the Online Terms & Conditions on www.ngchanmau.com.**

TAX

The sale of the subject property is subject to any such tax implemented under any law now be or hereafter imposed by Government of Malaysia whenever applicable.

OUTGOING

Any arrears of service / maintenance charges excluding late penalty interest (if any) which may be lawfully due and payable to any relevant authority and / or Developer as at the date of successful sale shall be borne by the Assignee/Bank and the portion attributable up to the date of the successful sale (subject to a maximum of 10% of the Reserve Price) shall be paid out upon receipt of full auction proceeds, provided that the Assignee/Bank is in receipt of the itemized billing for service/maintenance charges and statement of account issued by relevant authority and/or the Developer from the Purchaser within ninety (90) days from the date of the successful sale, failing which the purchaser will not be entitled for any claim and any sum due and payable after the date of the sale shall be borne by the Purchaser.

DEPOSIT

All intending bidders are required to deposit with the Auctioneer, the sum equivalent to **ten per cent (10%) of the reserve price or a minimum sum of RM2,000.00 whichever is higher** by **Bank Draft** only in favour of **AMBANK (M) BERHAD** for the a/c of **WONG KIM YONG & WINSON KOH** or remit the same through online banking transfer (FPX) by **10AM, on the auction day. Please refer to the Online Terms & Conditions on www.ngchanmau.com on the manner of payment of the deposit.**

For further particulars, please apply to **Messrs A. Rahim & Co.** Solicitors for the Assignee/Bank at No. 98-100, Jalan Setia Tropika 1/7, Taman Setia Tropika 81200 Johor Bahru, Johor (Telephone No : 07-2440001, Fax No : 07-2441172, Reference : LIT/075/16/HL) or the undermentioned Auctioneer. Intending bidders may also visit our website, www.ngchanmau.com, for more information.

NG CHAN MAU & CO. SDN. BHD. [200601018098 (737850-T)]

Unit 19-04B, Level 19, Menara Zurich,

No. 15, Jalan Dato Abdullah Tahir, 80300 Johor Bahru, Johor

TELEPHONE NO : 03-2162 3333 / **FAX NO** : 03-2162 3233

HOTLINE : 1700 81 8668 / 03-2162 3333 (Whatsapp)

E-MAIL : info@ngchanmau.com

WEBSITE : www.ngchanmau.com

OUR REFERENCE : NCM/AMB/57883/23/in

SIM MEI JUN

LEE JIA HUI

Licensed Auctioneers

Bidder's Copy

CONDITIONS OF SALE

1. RESERVE PRICE AND BIDDING AT AUCTION

- 1.1 This sale is made by **AmBank (M) Berhad [196901000166 (8515-D)]** ("the Assignee/Bank") in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 21st day of July, 2008 executed by **Wong Kim Yong & Winson Koh** ("the Assignors/Borrowers") in favour of the Assignee/Bank subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the Property ("Property") and shall further subject to the reserve price ("Reserve Price") and the Conditions of Sale as appearing in the Proclamation of Sale.
- 1.2 Subject to the provisions of Clause 5 below the highest bidder for the Property described in the Proclamation of Sale if so allowed by the Auctioneer shall be the Purchaser ("Purchaser") thereof and the Auctioneer shall have the right to reject any bid. If any dispute shall arise as to any bidding, the Property shall be at the option of the Auctioneer be put up again for sale at the last undisputed bid or the Auctioneer may decide on the dispute and the decision of the Auctioneer on all matters not provided for in this Conditions of Sale shall be final and binding in all respects if such decision is made during the course of conducting the auction on the auction date.
- 1.3 Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings.
- 1.4 When system displays "No More Bids", no further bids will be accepted by the Auctioneer.
- 1.5 The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 1.6 No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale and no bidding shall be withdrawn or retracted. Should there be any withdrawal or retraction from the registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit ("Bidding Deposit") shall be forfeited to the Assignee/Bank and the Property shall be at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date.
- 1.7 In the event the subject matter offered for auction comprises more than one (1) Property, the Auctioneer shall have the right to:-
- determine or vary the order of sale;
 - offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
 - withdraw any of the properties from the sale.

2. BIDDING DEPOSIT

- Subject to Clause 5.1 below, all intending bidders shall deposit with the Auctioneer, a **bank draft** drawn in favour of **AMBANK (M) BERHAD for the a/c of WONG KIM YONG & WINSON KOH**, a Bidding Deposit equivalent to **ten per cent (10%)** of the Reserve Price or minimum sum of **RM2,000.00, whichever is higher, or remit the same through online banking transfer (FPX) by 10AM, on the auction day.**

3. AUTHORITY TO ACT/BID

- 3.1 Any agent acting on behalf of another person, body corporate or firm is required to deposit with the Auctioneer, prior to the auction sale, a letter of authority from such person, body corporate or firm stating that he is acting on behalf of the person, body corporate or firm, as the case may be.
- 3.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Proprietor and/or other relevant authorities, it shall be sold to individual persons only.
- 3.3 If the sale is restricted to Bumiputra only, such bidder or agent shall be a Bumiputra and when the bidder is a company it will be a Bumiputra company. However the Auctioneer may at his own discretion vary such restriction to allow non-Bumiputra Bidding Agent to participate in the auction on case to case basis.
- 3.4 All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.

4. PROHIBITED TO ACT/BID

- 4.1 No bankrupts is allowed to bid or act as agents.
- 4.2 Foreign Citizen/Foreign Company is only allowed to bid for the Property with the prior consent from the Economic Planning Unit and/or the relevant authorities. **In the event if no prior consent has been obtained then the Auctioneer shall at its absolute discretion accept or reject such bidding by Foreign Citizen/Foreign Company.**
- 4.3 In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank or the Assignee/Bank may resolve the matter in any other manner that the Assignee/Bank deems fit. The Assignee/Bank's decision shall be final and conclusive.
- 4.4 In the event that the Purchaser becomes a bankrupt or dies before the completion of the sale or before the completion of the extended period of time, the Assignee/Bank shall have the absolute discretion to do the following:-
- forfeit the Deposit together with the interest (if any) and this auction sale shall be deemed terminated and be of no further effect; or
 - the Bank shall refund the balance of deposit after deducting expenses in carrying out the auction sale to the estate of the deceased or the Official Assignee as the case may be if the Purchaser is or becomes a bankrupt; and
 - the Assignee/Bank may resolve the matter in any other manner that the Assignee/Bank deems fit. The Assignee/Bank's decision shall be final and conclusive.

5. ASSIGNEE/BANK'S RIGHTS

- The Assignee/Bank reserves the following rights: -

- 5.1 Right to Bid
to bid without having to deposit with the Auctioneer the requisite **ten per cent (10%)** of the Reserve Price or a minimum of **RM2,000.00** whichever is higher, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignors/Borrowers under the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 21st day of July, 2008** and all costs and expenses of, in connection with and resulting from the sale;
- 5.2 Right to withdraw Sale
to withdraw, postpone and call off the sale of the Property at any time prior to the auction date and before the fall of the hammer; and
- 5.3 Right to Resell after withdrawal
to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may deem fit.
- 5.4 Right to terminate Sale
In the event that the property as stated in the Proclamation of Sale is not the property as described under the security documents executed by the Assignors/Borrowers or otherwise different from such property as assigned to the Assignee/Bank by the Assignors/Borrowers, the Assignee/Bank shall be entitled to terminate the sale and the bidding deposit paid shall be refunded to the successful Purchaser(s). The successful Purchaser shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the Auctioneer or any compensation in respect thereof.

6. TAX

- Unless specified otherwise in the Proclamation of sale, if the sale of this property is subjected to Tax, such Tax will be payable and borne by the Purchaser.**

7. PAYMENT

- 7.1 Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum at the foot of these conditions.
- 7.2 In the event that the total purchase price ("**TPP**") is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum ("**Differential Sum**") equivalent to the difference between **ten per cent (10%)** of the TPP ("**Purchase Deposit**") and the Bidding Deposit either in **bank draft** drawn in favour of **AMBANK (M) BERHAD for the a/c of WONG KIM YONG & WINSON KOH or remit the same through online banking transfer (FPX)**, as payment of deposit and towards part payment of TPP.
- 7.3 In the event that the Purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 7.4 In the event that the Purchaser stops payment or countermands on the bank draft for the Bidding Deposit and/or the Purchase Deposit, the Property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 7.5 The balance of the TPP ("**Balance Purchase Price**") shall be paid in full by the Purchaser to the Assignee/Bank or to the Assignee's Solicitors within **ninety (90) days** from the date of the auction sale by **RENTAS /BANK DRAFT** drawn in favour of **AmBank (M) Berhad for the a/c of (Wong Kim Yong & Winson Koh)** and that there shall be no extension of the period so specified. However, the period of ninety (90) days may be extended by the Assignee/Bank at its absolute discretion upon written request by the Purchaser before the expiry date provided that if an extension is granted, the Purchaser shall pay to the Assignee/Bank late payment charges/compensation at the rate/amount to be determined by the Assignee/Bank at its absolute discretion on the Balance Purchase Price calculated on a daily basis for the duration of the extended period granted and such late payment charges/compensation shall be paid by the Purchaser in the manner and time stipulated by the Assignee/Bank.
- 7.6 In the event that the Purchaser fails to pay the Balance Purchase Price within the time or extended time as the case may be and in the manner as stipulated in Clause 7.5 above, the Purchase Deposit together with the late payment charges/compensation (if any) paid under Clause 7.2 above shall be forfeited by the Assignee/Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and

- expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 7.7 Subject to Clauses **7.1, 7.2, 7.3, 7.4, 7.5 and 7.6** hereof, for property which is still under progressive constructions stage, the Purchaser shall :-
- (a) In the event that the Purchaser shall require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **7.5** hereof, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with 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;
- (b) In the event that the Purchaser shall not require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **7.5** hereof, procure a bank guarantee to pay the balance progressive payment in accordance with 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;
- (c) Any payment due and payable to the Developer after the date of sale, including the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clauses **7.7(a) & (b)** hereof, shall be borne by the Purchaser absolutely; and
- (d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee mentioned in the manner and at the times reserved in Clauses **7.7(a) & (b)** hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Purchaser whereupon the Purchase Deposit referred in Clause **7.2** shall be forfeited by the Assignee/Bank and the Property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 8. DEED OF ASSIGNMENT/TRANSFER**
- Upon full payment of the TPP and subject to the consent (if applicable) being obtained by the Purchaser from the Developer/Proprietor and other relevant authorities and further subject to Clause **8.2** hereof, the Assignee/Bank and the Purchaser shall observe the following:-
- 8.1 The Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses including legal, stamp and registration fees in favour of the Purchaser an Assignment in the form and format duly approved by the Assignee/Bank, of all the rights, title, interest and benefits under the principal Sale and Purchase Agreement entered into between the Developer/Proprietor and the original Purchaser upon the terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon payment by the Purchaser of all such costs and expenses including the vetting fee of the Assignment, the Assignee/Bank shall deliver to the Purchaser the Assignment duly executed or caused to be executed by the Assignee/Bank, the original of the principal Sale and Purchase Agreement or duplicate copy or certified true copy and the original of the previous Assignment(s) or duplicate copy or certified true copy as in the Assignee/Bank's possession;
- 8.2 If the Property is a housing accommodation under the **Housing Development (Control and Licensing) (Amendment) Act 2007**, the Purchaser shall upon payment of the TPP forward to the Assignee/Bank's solicitor the following:-
- (a) a letter of undertaking by the Purchaser or the Purchaser's financier in favour of the Developer to deliver to the Developer the duly stamped assignment within fourteen (14) days after the same has been stamped, and
- (b) the Purchaser's payment in favour of the Developer of the Purchaser's portion of the Developer's outgoing charges pursuant to Clause **13** hereof, or a certified true copy of the Developer's official receipt evidencing the Purchaser's payment of the same.
- 8.3 In the event the separate document of title or strata title for the Property has been issued whether before, on or after the successful auction sale, the Purchaser shall bear all costs, expenses, levies, penalties and charges relating to stamping and/or registration of the transfer either directly from the Developer and/or Proprietor OR a double transfer where the Developer and/or Proprietor or any other relevant authority requires the title to be transferred into the name of the Assignor prior to it being transferred to the Purchaser, all costs, expenses, levies, penalties and charges relating to stamping and/or registration of the transfer into the Assignor's name shall be borne by the Purchaser.
- 9. CONDITION OF PROPERTY**
- All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.
- 10. TENANCIES AND RESTRICTIVE COVENANTS**
- The Property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances and rights, if any, subsisting thereon or thereover without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.
- 11. IDENTITY OF THE PROPERTY**
- 11.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and such other documents offered by the Assignee/Bank as the title to the Property by a comparison of the description in the Proclamation of Sale and the aforesaid documents.
- 11.2 Any error, misstatement, omission or misdescription of the Property in the Proclamation of Sale and the documents referred to in paragraph **11.1** above shall not annul the sale, nor shall any compensation be allowed therefore.
- 12. RISK OF THE PROPERTY**
- As from the time of the sale, the Property shall be at the sole risk of the Purchaser as regards to loss or damage of whatsoever nature or howsoever occurring including by fire or other accidents, state of cultivation, non-occupation or otherwise.
- 13. OUTGOING**
- (a) **Any arrears of service / maintenance charges excluding late penalty interest (if any) which may be due and payable to any relevant authority and / or Developer at the date of successful sale shall be borne by the Assignee/Bank up to the date of the sale (subject to a maximum of 10% of the Reserve Price) shall be paid out upon receipt of full auction proceeds, provided that the Assignee/Bank is in receipt of the itemized billing for service/maintenance charges and statement of account issued by relevant authority and/or the Developer from the Purchaser within ninety (90) days from the date of the sale and any sum due and payable after the date of the sale shall be borne by the Purchaser.**
- (b) For avoidance of doubt, in the event that such invoices and / or itemized billing are not submitted within the stipulated ninety (90) days from the auction date, any subsequent claims pertaining to the service / maintenance charges will not be entertained by the Assignee/Bank and the same shall be borne by the Purchaser solely. All charges other than service / maintenance charges including but not limited to quit rent, assessment, fees, taxes, rates, sinking funds, adjustment of land area charges and / or any other monies whatsoever outstanding to the relevant authority and / or Developer shall be paid directly by the Purchaser.
- (c) The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary affecting the transferor assigning the beneficial ownership in the property to the Purchaser.
- 14. REAL PROPERTY GAINS TAX**
- (a) Pursuant to the provision of the **Real Property Gains Tax Act, 1976** (hereinafter referred to as "the said Act") and for the purpose of this sale, the Purchaser shall deduct a sum of equivalent to **3% of the Purchase Price** and shall pay the said **3% of the Purchase Price** to the Director General of Inland Revenue Malaysia within **sixty (60) days** from the date of disposal of the Property.
- (b) The Successful Purchaser shall forward the proof of payment in respect thereof within **fourteen (14) days** from the date of the payment to the Assignee/Bank in order to enable the Assignee/Bank to obtain exemption and certificate of clearance from the Director General of Inland Revenue Malaysia
- (c) In default of payment of the **3%** within the time and manner stipulated in the provisions of the Real Property Gains Tax Act, 1976, the Successful Purchaser shall in all circumstances whatsoever be responsible and liable to pay the requisite **3%** with its own and absolute costs and expenses and the Successful Purchaser shall not be entitled to claim or demand whatsoever against the Assignee/Bank in respect thereof.
- (d) Successful Purchaser for property that has been categorised as Low Cost, Medium Cost and Affordable Home with Purchase Price/Auction Price of less than RM200,000.00 is exempted from payment of the 3% provided that the property is auctioned off after 5 years from the date of the previous Sale and Purchase Agreement and it is only applicable to individual with Malaysia Citizenship.
- 15. CONSENT**
- The Purchaser agrees and undertakes to apply for consent (if applicable) from the Developer/Proprietor and other relevant authorities in respect of the sale and all fees, charges and expenses including administrative fees in connection with or incidental to the application shall be borne by the Purchaser.
- 16. VACANT POSSESSION**
- The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part of the Assignee/Bank to give vacant possession and the Purchaser is **PROHIBITED** from entering upon the Property or to take possession of the Property prior to the settlement of the balance purchase price and/or late payment interest (if any).
- 17. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED**
- 17.1 In the event of the sale being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court or consent (if applicable) not being obtained from the Developer/Proprietor and/or other relevant authorities this sale shall be of no further effect from the date thereof and the Assignee/Bank shall refund the Purchase Deposit or TPP, as the case may be, to the Purchaser free of interest and the Purchaser shall not be entitled to any claim and/or demand whatsoever against the Assignee/Bank or any other party on account thereof.
- 17.2 In the event of consent (if applicable) not being obtained from the Developer/Proprietor and/or other relevant authorities due to the act of default or omission by the Purchaser, the Purchase Deposit and all late payment charges/compensation (if any) paid pursuant to Clause **7.5** above shall be forfeited to the Assignee/Bank.

- 17.3 In the event the sale is terminated for any reason whatsoever, the Purchaser, if vacant possession of the Property is delivered, shall redeliver vacant possession of the Property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.
- 18. TIME OF THE ESSENCE**
Time wherever mentioned herein shall be of the essence of these conditions.
- 19. LANGUAGE**
This Proclamation of Sale is available in English and Bahasa Malaysia versions. The parties agree that the version executed by the Customer shall prevail for the purpose of legal contract by the parties. However, all correspondence, notices or other documents required or permitted hereunder may be drawn up in English and drawings and diagrams shall unless otherwise expressly agreed by the parties in writing, be annotated in English.
- 20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**
The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Proprietor (if applicable) and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the contract of sale made pursuant hereto or the principal Sale and Purchase Agreement entered between the Developer/Proprietor and the original Purchaser before the Property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.
- 21. ENCROACHMENT/ACQUISITION**
The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any other improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale or shall any abatement or compensation be allowed in respect thereof.
- 22. EXCLUSION OF LIABILITY**
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, the Assignee's Solicitors and the Auctioneer or either of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, the Assignee's Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Property.
- 23. PROCLAMATION OF SALE, CONDITIONS OF SALE AND MEMORANDUM OF SALE**
All contents in the Proclamation of Sale and this Conditions of Sale are to be read together and shall be part of the Memorandum of Sale.

CONTRACT

MEMORANDUM :- At the **Sale by Public Auction** this **28th day of July, 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 16th day of June, 2008**, made between **TRC Land Sdn. Bhd. (formerly known as Andaman Budi Sdn. Bhd. [Company No. 444162-W]) ("the Vendor")**, **Wong Kim Yong & Winson Koh ("the Purchasers")** and **Kumpulan Prasarana Rakyat Johor Sdn. Bhd. (Company No. 366236-T) ("the Proprietor")** and absolutely assigned to the Assignee/Bank pursuant to and under the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 21st day of July, 2008**, entered into between **AmBank (M) Berhad [196901000166 (8515-D)]** and the Assignors/Borrowers in relation to the Subject Property identified as Developer's Parcel : **No. B2-OG-05, Impian Senibong** ; and Postal Address : **Unit No. G-05, Blok 2, Impian Senibong, Jalan Persiaran Senibong, Taman Bayu Senibong, 81750 Masai, Johor** developed by **TRC Land Sdn. Bhd. (formerly known as Andaman Budi Sdn. Bhd. [Company No. 444162-W])**, and the highest bidder for the said Property shall be declared as the Purchaser of the said Property for the sum of **RM _____** and a sum of **RM _____** has been paid to the Assignee/Bank by way of deposit and agrees to pay the balance of the Purchase Money and complete and 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.

PURCHASE MONEY	:	RM _____
DEPOSIT PAID	:	RM _____
BALANCE DUE	:	RM _____

FIRST PURCHASER'S NAME : _____

NRIC NO : _____
ADDRESS : _____

TEL : _____
OCCUPATION : _____
EMPLOYER : _____

SIGNATURE OF FIRST PURCHASER/AUTHORISED AGENT

SECOND PURCHASER'S NAME : _____

NRIC NO : _____
ADDRESS : _____

TEL : _____
OCCUPATION : _____
EMPLOYER : _____

SIGNATURE OF SECOND PURCHASER/AUTHORISED AGENT (if any)

SIGNATURE FOR MESSRS NG CHAN MAU & CO. SDN. BHD. LICENSED AUCTIONEER

SIGNATURE FOR MESSRS A. RAHIM & CO SOLICITORS FOR THE ASSIGNEE / BANK

ONLINE TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of www.ngchanmau.com ("NCM website").

1. ELIGIBILITY OF E-BIDDERS

- 1.1. Parties who are interested to participate in public auction and bid online ("E-Bidders") may do so by logging on to NCM Website and register as a user.
- 1.2. E-bidders who register as a user to participate in the public auction via NCM website shall:
 - a. For an individual, be of 18 years and above, sound mind and not an undischarged bankrupt;
 - b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation;
 - c. 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. E-bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

2. REGISTRATION OF E-BIDDERS

- 2.1. E-Bidders shall provide true, current and accurate information to register as a user.
- 2.2. Individual E-Bidders are required to upload copies of identification documents.
- 2.3. For E-Bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Directors' Resolution shall be uploaded.
- 2.4. E-Bidders will only need to register as user once and the registered E-Bidder's username and password can be used for the subsequent auctions on the NCM website.
- 2.5. E-Bidders shall keep the E-Bidders' account details strictly confidential and be liable for any bids made via the E-Bidders' account.
- 2.6. E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.
- 2.7. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, to 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 Bumiputra 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. Ng Chan Mau & Co Sdn Bhd ("the Auctioneer"), the Assignee/Bank, the Assignee/Bank's solicitors and NCM website and their respective agents or servants do not in any way make any 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.
- 2.8. The registration of an individual or company as a user on the NCM website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

3. HOW TO BID

- 3.1. E-Bidders may browse through the NCM website and select the properties the E-Bidders wish to bid.
- 3.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the NCM website Terms & Conditions.
- 3.3. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the NCM website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & 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.
- 3.4. E-Bidders must make deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale. Payment of the deposit must be made via Bank Draft in favour of **AMBANK (M) BERHAD for the a/c of WONG KIM YONG & WINSON KOH** or via **FPX (Financial Process Exchange)** which is an online payment gateway that facilitates local interbank transfer of funds or via **RENTAS**.
- 3.5. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents onto the NCM website and make the deposit payment as stipulated in Part 3.4 above latest by 10am, on the auction day. The Auctioneer will hold the deposit received in the Auctioneer's bank account as "stakeholder" and such deposit will be paid out in accordance to Part 5.1 below.
- 3.6. Registration shall be subject to verification and approval of NCM website and subject further to deposit payment being cleared by the bank. Please take note that approval from NCM website administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the NCM website. Neither NCM website nor its agents and/or representatives bear(s) any responsibility or assume(s) any liability in the event that the registration of a prospective E-Bidder is rejected and/or delayed for any reason whatsoever. In the event 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.
- 3.7. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
 - a. A colour copy of the person's NRIC (front and back); and
 - b. A copy of the Letter of Authorization (if individual) or certified true copy of the Board of Director's Resolution (if company) authorizing such person to do so.
- 3.8. Upon approval and verification by NCM website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via SMS to the registered mobile number which allows the registered E-Bidders to bid for their intended property on the auction day.
- 3.9. Bidding may be done via a computer, smart phone or any device with internet connection.
- 3.10. Once the E-Bidders have successfully registered for Online Bidding, the E-Bidders will be eligible to bid online.
- 3.11. Upon receipt of the secured hyperlink, only one device may be used to access the online bidding interface at any one time.
- 3.12. All E-Bidders shall read and be familiarised with NCM website terms and conditions, the conditions of sale and the Terms & Conditions stated herein and the usage of the e-bidding system prior to bidding.

4. BIDDING PROCEDURES

- 4.1. Bidding shall generally commence based on the sequence of the lot being shown on the online bidding interface provided. However the Auctioneer has the right to vary this sequence without notice.
- 4.2. It shall be the responsibility of registered E-Bidders to log in through the online bidding hyperlink provided to wait for their turn to bid for the property lot in which they intend to bid. E-Bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time.
- 4.3. The Auctioneer has the right to set a new auction price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders (if applicable).

- 4.4. The Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
 - 4.5. Auction starts when a flash message "Starts" is displayed, followed by a message stating "Auction started. Enter your bid now".
 - 4.6. Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Registered E-Bidders may submit their bid at any of these stages of biddings by entering the bid amount.
 - 4.7. Any bid by the registered E-bidders shall not be withdrawn once entered.
 - 4.8. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the webpage.
 - 4.9. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site (if applicable) or through the NCM website.
 - 4.10. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
 - 4.11. The decision of the Auctioneer shall be final and binding on all on-site (if applicable) and/or E-bidders.
 - 4.12. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
 - 4.13. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within two (2) working days.
 - 4.14. The information shown and/or prompted on the screen handled by the NCM website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.
- 5. POST PUBLIC AUCTION**
- 5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum/Contract of Sale and pay to the Assignee/Bank the difference between 10% of the purchase price and the deposit paid under Part 3.4 above ("differential sum") via Bank Draft in favour of **AMBANK (M) BERHAD for the a/c of WONG KIM YONG & WINSON KOH** or via **FPX (Financial Process Exchange)** or **RENTAS** 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 for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum/Contract of Sale for stamping and thereafter forward the same together with the deposit paid under Part 3.4 above and the differential sum paid under this part, if any, to the Assignee/Bank.
 - 5.2. In the event there is any inconsistency between the personal details and documents uploaded in the NCM 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/Contract of Sale and may at its discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction.
 - 5.3. The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitor for the Assignee/Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
 - 5.4. The Memorandum/Contract of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum/Contract of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.
- 6. OTHER APPLICABLE TERMS & CONDITIONS**
- 6.1. All registered E-bidders at NCM website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
 - 6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein in the interest of the Auctioneer and/or the Assignee/Bank.
 - 6.3. 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 any bids made by the E-Bidders.
 - 6.4. The Auctioneer or the NCM website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online or system failures or disruptions that may howsoever occur during the process of public auction at the NCM website resulting in the E-Bidders unable to place or execute the bid or resulting in any loss whatsoever.
 - 6.5. NCM website is owned and operated by the Auctioneer. The E-Bidders agree and accept that the Auctioneer or the Assignee/Bank in which the Auctioneer 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 NCM website.
- 7. APPLICABLE LAWS AND JURISDICTION**
- 7.1. The usage of the NCM website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
 - 7.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.
- 8. CONFIDENTIALITY OF INFORMATION**
- 8.1. By accessing this NCM website, the E-Bidders acknowledge and agree that NCM website may collect, retain, or disclose the E-Bidder's information or any information by the e-bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
 - 8.2. E-Bidders agree to accept all associated risks when using the service in the NCM website shall not make any claim nor will the Auctioneer or NCM website be liable for any unauthorized access or any consequential loss or damages suffered howsoever caused.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. E-Bidders accept the responsibility that in any event that the passwords are in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidders shall immediately notify the Auctioneer.
- 9. INTELLECTUAL PROPERTY**
- 9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the NCM website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from NCM website.
 - 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, NCM website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

10. MISCELLANEOUS

- 10.1. In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.
- 10.2. In the event of any inconsistency between the Terms & 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.
- 10.3. Words importing the singular number shall include the plural number and vice versa.

Bidder's Copy

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHHAKKAN DAN SURAT KUASA WAKIL YANG KESEMUAANYA BERTARIKH 21HB JULAI, 2008

ANTARA

AMBANK (M) BERHAD [196901000166 (8515-D)]

PIHAK PEMEGANG SERAHHAK / PIHAK BANK

DAN

(1) WONG KIM YONG (NO. K/P 830612-04-5238)

PIHAK PENYERAHHAK / PIHAK YANG MEMINJAM

(2) WINSON KOH (NO. K/P 821230-04-5465)

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak/Pihak Bank di bawah Perjanjian Kemudahan, Suratikatan Penyerahhakkan dan Surat Kuasa Wakil yang kesemuanya bertarikh 21hb Julai, 2008, dimasukkkan di antara Pihak Pemegang Serahhak/Pihak Bank dan Pihak Penyerahhak/Pihak Yang Meminjam, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Pihak Bank dengan dibantu oleh Pelelong yang tersebut di bawah

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA

LELONGAN AWAM

SECARA ATAS TALIAN

PADA HARI JUMAAT, 28 HARBILAN JULAI, 2023

JAM 3.30 PETANG

DI DALAM WEB WWW.NGCHANMAU.COM

(Pendaftaran pembeda dan pembayaran deposit hendaklah dibuat pada hari lelongan, selewat-lewatnya pada pukul 10 pagi; jika tidak, Pelelong mempunyai hak untuk menolak pendaftaran. Pembeda dikehendaki untuk log masuk pautan yang diberikan dan diminta bersedia sebelum masa lelongan)

- NOTA :**
- (1) Sebelum jualan lelong, bakal-bakal pembeli adalah dinasihatkan agar :-**
 - memeriksa hartanah tersebut
 - membuat carian hakmilik Strata secara rasmi
 - membuat pertanyaan dengan Pihak Pemaju/Tuanpunya dan/atau Pihak Berkuasa berkenaan samaada jualan ini terbuka kepada semua bangsa atau warganegara Bumiputra sahaja dan juga jika terdapat persetujuan atau sekatan terhadap jualan lelongan
 - mendapatkan sesalinan Syarat-syarat Jualan daripada Pihak Pelelong dan mendapatkan khidmat nasihat guaman dalam semua perkara berkenaan dengan jualan lelongan termasuk Syarat-Syarat Jualan.
 - (2) Isi kandungan ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh pihak ketiga, maka kami tidak dapat menentukan samada ia adalah tepat atau lengkap. Oleh yang demikian, ia tertakluk kepada kesilapan atau ketinggalan.**
 - (3) Setakat tarikh lelongan awam, kebenaran (jika bersesuaian) dari Pihak Pemaju/Tuanpunya dan/atau Pihak Berkuasa yang berkenaan masih belum diperolehi, walaupun demikian ia adalah tanggungjawab penawar yang berjaya untuk mendapatkan kebenaran/pindahmilik (jika bersesuaian) terhadap lelongan tersebut dari Pihak Pemaju/Tuanpunya dan/atau Pihak-pihak Berkuasa yang berkenaan.**

BUTIR-BUTIR HAKMILIK STRATA :-

HAKMILIK : Hakmilik strata hartanah tersebut telah dikeluarkan.
NO HAKMILIK STRATA DAN NO LOT : Pajakan Negeri 27142/M2/1/181 dan Lot No. 121253, Mukimof Plentong, Daerah Johor Bahru dan Negeri Johor
PETAK AKSESORI NO : A314
NO. PETAK PEMAJU : **B2-OG-05, Impian Senibong**
KELUASAN LANTAI : Lebih kurang 99.96 meter persegi (1,076 kaki persegi)
PEGANGAN : Pajakan selama 99 tahun, tamat pada 21/1/2097
TUANPUNYA BERDAFTAR : **Kumpulan Prasarana Rakyat Johor Sdn. Bhd. (No. Syarikat 366236-T)**
PEMAJU / PENJUAL : **TRC Land Sdn. Bhd.**
(dahulunya dikenali sebagai Andaman Budi Sdn. Bhd. [No. Syarikat 444162-W])

PEMILIK BENEFISIAL

SYARAT-SYARAT NYATA

- Wong Kim Yong & Winson Koh**
- Tanah ini hendaklah digunakanebagai Bangunan bertingkat untuk tujuan Apartment dan kegunaan lain yang berkaitan dengannya, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii. Segala kekotoran dan pencemaran akibat aktiviti-aktiviti ini hendaklah disalurkan ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa yang berkenaan. iii. Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa berkenaan hendaklah dipatuhi.
 - Apabila bangunan bertingkat yang didirikan di atas tanah ini telah dipecahbagikan dan hakmilik strata didaftarkan, tuan punya petak bangunan (Nama Pemaju) tidak boleh menjual/memindahmilik petak-petak bangunan yang diperuntukkan kepada Bumiputera dengan apa cara sekali pun kepadaorang yang Bukan Bumiputera/Syarikat Bukan Bumiputera tanpa persetujuan Pihak Berkuasa Negeri. ii). Petak-petak bangunan yang didirikan di atas tanah ini apabila sahaja bertukar miliknya kepada seorang Bumiputera/Syarikat Bumiputera maka tidak boleh terkemudian daripada itu dijual, dipajak atau dipindahmilik daripada apa cara sekalipun kepada orang bukan Bumiputera /Syarikat Bukan Bumiputera tanpa persetujuan Pihak Berkuasa Negeri. iii). Petak-petak bangunan yang didirikan di atas tanah ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada bukan warganegara/syarikat asing tanpa persetujuan Pihak Berkuasa Negeri.

SEKATAN KEPENTINGAN

- Telah diserahkan kepada **AmBank (M) Berhad**

BEBANAN

LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di sebuah bangunan pangsapuri yang dikenali sebagai Blok 2, Impian Senibong di Jalan Persiaran Senibong, Taman Bayu Senibong, Masai, Johor. Ia adalah sebuah **pangsapuri** yang beralamat pos di **Unit No. G-05, Blok 2, Impian Senibong, Jalan Persiaran Senibong, Taman Bayu Senibong, 81750 Masai, Johor.**

HARGA RIZAB

Hartanah tersebut akan dijual dalam "keadaan sepertimana" sediada, tertakluk kepada satu harga rizab sebanyak **RM290,000.00 (Ringgit Malaysia Dua Ratus Dan Sembilan Puluh Ribu) Sahaja**, akan dijual mengikut Syarat-syarat Jualan dan tertakluk kepada Pembeli memperoleh kebenaran untuk pindahmilik (jika bersesuaian) daripada Pihak Pemaju/Tuanpunya dan lain-lain Pihak Berkuasa yang berkenaan. **Pembeli juga tertakluk kepada Terma-terma dan Syarat-syarat Online terkandung dalam www.ngchanmau.com.**

CUKAI

Jualan hartanah tersebut akan dikenakan cukai berdasarkan mana-mana Akta terkini atau selepasnya yang dikuatkuasa oleh Kerajaan Malaysia yang mana berkenaan.

CAJ-CAJ

Sebarang tunggakan caj perkhidmatan atau penyelenggaraan tanpa faedah penalti lewat (jika ada) yang tertunggak dan perlu dibayar kepada mana-mana pihak berkuasa yang berkenaan dan/atau pihak Pemaju akan ditanggung oleh pihak Pemegang Serah Hak/Pihak Bank setakat tarikh jualan lelongan hartanah tersebut (tertakluk kepada maksimum 10% daripada harga rizab) yang akan dibayar daripada harga pembelian, dengan syarat bahawa Pemegang Serah Hak/Pihak Bank menerima bil yang terperinci untuk caj perkhidmatan penyelenggaraan dan penyata akaun yang dikeluarkan oleh pihak berkuasa dan/atau pemaju yang berkaitan daripada Pembeli dalam tempoh sembilan puluh (90) hari dari tarikh jualan dan jika gagal membeli tidak akan layak untuk apa-apa pembayaran, dan sebarang jumlah tertunggak yang perlu dibayar selepas tarikh jualan lelongan hartanah tersebut hendaklah ditanggung oleh pembeli.

DEPOSIT

Bagi penawar-penawar yang berminat untuk mendeposit dengan Pelelong, **sepuluh peratus (10%) daripada harga rizab atau minimum RM2,000.00 yang mana paling tinggi dalam bentuk Bank Draf di atas nama AMBANK (M) BERHAD untuk akaun WONG KIM YONG & WINSON KOH atau melalui pemindahan perbankan atas talian (FPX) pada hari lelongan, selewat-lewatnya pada pukul 10 pagi. Sila rujuk Terma & Syarat Online di www.ngchanmau.com untuk cara-cara pembayaran deposit.**

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan A. Rahim & Co.** Peguamcara bagi Pihak Pemegang Serahhak/Pihak Bank yang beralamat di No. 98-100, Jalan Setia Tropika 1/7, Taman Setia Tropika 81200 Johor Bahru, Johor (No Telefon : 07-2440001, No Faks : 07-2441172, Rujukan : LIT/075/16/HL) atau Pelelong yang tersebut di bawah. Bakal pembeda juga boleh melayari laman web www.ngchanmau.com untuk maklumat lanjut

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