

# PROCLAMATION OF SALE

IN THE MATTER OF THE LOAN AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED THE 10TH DAY OF JUNE, 2015

BETWEEN

**MALAYSIA BUILDING SOCIETY BERHAD [197001000172 (9417-K)]**

**ASSIGNEE / LENDER**

AND

**PHUAH JENN LIM (NRIC NO. 771002-07-5731)**

**ASSIGNOR / CUSTOMER**

In the exercise of the rights and powers conferred upon the Assignee/Lender under the Loan Agreement, Deed of Assignment and Power of Attorney all dated the 10th day of June, 2015, entered into between the Assignee/Lender and Assignor/Customer in respect of the Sale & Purchase Agreement entered into between Terra Mirus Kelana Sdn. Bhd. (1069642-X) ("the Vendor"), the Assignor and Perantara Properties Sdn. Bhd. (67931-X) ("the Proprietor") dated the 13th day of March, 2015, it is hereby proclaimed that the Assignee/Lender with the assistance of the undermentioned Auctioneer

## WILL SELL THE PROPERTY DESCRIBED BELOW BY PUBLIC AUCTION

VIA ONLINE BIDDING  
ON FRIDAY, THE 27TH DAY OF OCTOBER, 2023  
AT 11.00 A.M. AT [WWW.NGCHANMAU.COM](http://WWW.NGCHANMAU.COM)

(Bidder registration must be made at least one (1) working day before auction date; 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: Prior to the auction sale, Prospective bidders are advised, inter alia to:

- (i) Seek independent legal advice on the Conditions Of Sale herein
- (ii) Inspect the subject property
- (iii) Check on the issuance of separate individual/strata title
- (iv) Conduct an official and/or private land search at the relevant Land Office and/or other relevant authorities
- (v) Make the necessary enquiries with the Developer and/or Proprietor and/or State Authorities and/or relevant bodies on the necessary confirmations/terms of consent to the sale herein prior to the auction sale
- (vi) Conduct and rely on their own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided. Prospective bidders are also advised that no reliance may be placed on any statement(s) or representation(s) made in this Proclamation Of Sale or by the Auctioneer at the auction concerning the subject property and that any prospective bidder(s) who choose(s) to rely on such statement(s) or representation(s) do(es) so at his/her/their own risk. The successful bidder(s) ("the Purchaser(s)") shall immediately upon the sale undertake to apply for and obtain the necessary confirmations/consent to transfer or assign (if any) from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies.

### PARTICULARS OF PROPERTY :-

**MASTER TITLE NO AND PT NO** : PN 100252, Lot 72702, Seksyen 40  
**TOWN / DISTRICT / STATE** : Petaling Jaya/Petaling/Selangor  
**APPROXIMATE FLOOR AREA** : 534 square feet  
**TENURE** : Leasehold for 99 year (expiring 13/4/2089)  
**DEVELOPER / VENDOR** : **Terra Mirus Kelana Sdn. Bhd. (1069642-X)**  
**PROPRIETOR** : **Perantara Properties Sdn. Bhd. (67931-X)**  
**EXPRESS CONDITION** : Projek perumahan usahama dengan Kerajaan Negeri  
**RESTRICTION-IN-INTEREST** : Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri  
**ENCUMBRANCE** : Assigned to **Malaysia Building Society Berhad**

### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is an **office lot** identified as **Developer's Parcel No. A-12-18, Storey No. 12, Type 28, Pinnacle Kelana Jaya** and bearing postal address at **Unit No. A-12-18, Level 12, Pinnacle Kelana Jaya, Jalan SS7/26, SS 7, Kelana Jaya, 47301 Pealing Jaya, Selangor Darul Ehsan.**

### RESERVE PRICE

The subject property will be sold **on an "as is where is" basis**, subject to a reserve price of **RM450,000.00 (RINGGIT MALAYSIA FOUR HUNDRED AND FIFTY THOUSAND) ONLY**, subject to the Conditions of Sale as printed in the Proclamation of Sale and by way of an Assignment from the above Assignee/Lender subject to the necessary confirmations/consent being obtained by the successful bidder ("the Purchaser") from the Developer and/or other relevant authorities. **Any arrears of quit rent, assessment, taxes, rates and maintenance charges** which are lawfully and rightfully due and payable to the Developer and/or other relevant authorities up to the date of the auction sale shall be paid out of the purchase money. **Bidders are further subject to the Terms & Conditions on [www.ngchanmau.com](http://www.ngchanmau.com).**

All intending bidders are required to deposit with the Auctioneer a sum equivalent to **10%** of the fixed reserve price for the said property by **BANK DRAFT** or **CASHIER'S ORDER** only in favour of **MBSB BANK BERHAD** for **PHUAH JENN LIM** or via **RENTAS** or **online banking transfer (FPX) by 5PM, AT LEAST ONE (1) WORKING DAY BEFORE AUCTION DATE** and the balance of the purchase price (90%) shall be paid within **one hundred and twenty (120) days** from the date of the auction sale. **Please refer to the Online Terms & Conditions on [www.ngchanmau.com](http://www.ngchanmau.com) on the manner of payment of the deposit.**

**FOR FURTHER PARTICULARS**, please refer to **Messrs Nicky Chen & Partners**, Solicitors for the Assignee/Lender at B-12-03, Block B, Northpoint Office, Mid Valley City, No. 1, Medan Syed Putra, 59200 Kuala Lumpur (Telephone No: 03-2283 8493, Fax No: 03-2283 8494, **Reference: CMI-FOR/35254/2023**) or the undermentioned Auctioneer. **Intending bidders may also visit our website, [www.ngchanmau.com](http://www.ngchanmau.com), for more information.**

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

No. 6 & 7, Level 1, Block B, Megan Avenue II,  
No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur  
**TELEPHONE NO** : 03-2162 3333 / **FAX NO** : 03-2162 3233  
**HOTLINE** : 1700 81 8668 / 03-2162 3333 (Whatsapp)  
**E-MAIL** : [info@ngchanmau.com](mailto:info@ngchanmau.com)  
**WEBSITE** : [www.ngchanmau.com](http://www.ngchanmau.com)  
**OUR REFERENCE** : NCM/MBSB/58950/my

**LOW CHEE HIAN**  
**ROSEMAYI BINTI AHMAD RADZI**  
Licensed Auctioneers

# CONDITIONS OF SALE

## 1.0 THE PROPERTY AND THE RESERVE PRICE

- 1.1 The property particulars of which are described in the Proclamation of Sale ("**Property Details**") is put up for sale by way of Public Auction ("**The Auction Sale**") subject to the reserve price as stated in the Proclamation of Sale ("**Reserve Price**").
- 1.2 The sale of the property shall be **on an "as is where is" basis** and subject to all encumbrances which may be now subsisting or which may hereafter come into existence.

## 2.0 THE AUCTIONEER

- 2.1 The Auctioneer conducting the auction sale of property shall be as named in the Proclamation of Sale and/or an Auctioneer so appointed/engaged by the Auctioneer or the Auctioneer's Company ("**Licensed Auctioneer**").
- 2.2 The Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the Assignee of the property, **MALAYSIA BUILDING SOCIETY BERHAD** hereto referred as **MBSB**.

## 3.0 THE BIDDERS

- 3.1 All intending bidders (Site Bidding) shall be required to verify their identities by producing for inspection by the Auctioneer their identity cards prior to the commencement of the auction sale, failing which they shall not be entitled to participate in the bidding.
- 3.2 All Online Bidder shall be required to follow the requirement as per the Online Terms and Conditions of Sale prior to the commencement of the auction vide online, failing which they shall not be entitled to participate in the bidding.
- 3.3 In the event that Auctioneer in his absolute discretion so request, the intending bidders shall deposit with the Auctioneer a photocopy of their respective identity cards.
- 3.4 In the event that an intending bidder is bidding at the auction sale on behalf of another party, such intending bidder ("**The Agent**") shall be deemed to be an agent of the party for whom he/she is bidding the property for.
- 3.5 Prior to the commencement of the auction sale the agent shall disclose to the Auctioneer that he/she will be bidding the property in his capacity as an agent for the principal. The agent shall further prior to the commencement of the auction sale disclose to the Auctioneer the identity of the principal.
- 3.6 The agent shall deposit with the Auctioneer prior to the auction sale such instrument of authority from the principal authorizing the agent to bid at the auction sale. The Auctioneer shall have the absolute discretion to determine whether the instrument of authority is acceptable to the Auctioneer to permit the agent to bid at the auction sale. The decision of the Auctioneer in this respect shall be final.
- 3.7 A person who has not reached the age of majority as defined under the **Age of Majority Act 1971 (Act 21)**, which is **eighteen (18)** years of age at the date of the auction sale or a bankrupt shall not be permitted to bid in his personal capacity or act as an agent of the principal at the auction sale.
- 3.8 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchaser Deposit, as the case may be, shall be forfeited by **MBSB** and the property may be put up for sale again at a date to be fixed by **MBSB**.
- 3.9 Where the bidder is a foreigner or a foreign controlled company, it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulation and guidelines to purchase the Property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
- 3.10 **MBSB** may exercise their rights to reconsider the bidding process in the event **MBSB's** right are not adequately protected for any reason whatsoever.

## 4.0 BIDDING PRICE

- 4.1 All persons or parties intending to bid for the property at the auction sale shall be deposit with the Auctioneer a sum equivalent to **Ten Per Centum (10%)** of the fixed reserve price ("**The Bidding Deposit**") by **BANK DRAFT** or **CASHIER'S ORDER drawn in favour of MBSB BANK BERHAD for PHUAH JENN LIM** or via **RENTAS** or **online banking transfer (FPX)** by **5PM, AT LEAST ONE (1) WORKING DAY BEFORE AUCTION DATE. Please refer to the Terms & Conditions on www.ngchanmau.com for the manner of payment of the same.**
- 4.2 The auction sale shall be deemed to have commenced upon being so declared by the Auctioneer.
- 4.3 Any party failing to deposit the bidding deposit with the Auctioneer within the time and in the manner specified in paragraph 4.1 hereto shall not be permitted to participate at the auction sale.
- 4.4 Notwithstanding anything herein stated **MBSB** shall be permitted to bid at the auction sale without having to deposit with the Auctioneer the bidding deposit.

## 5.0 THE SITE BIDDING (IF ANY)

- 5.1 Each new bid shall not less than immediately preceding bid.
- 5.2 All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the auction sale.
- 5.3 The Auctioneer shall have the right to refuse any bid.
- 5.4 A bid once made shall not be withdrawn.
- 5.5 If any dispute should arise as to any bidding, the property shall at the option of the Auctioneer be put up again for sale at the last undisputed price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 5.6 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser ("**The Purchaser**").

## 6.0 THE ONLINE BIDDING

- 6.1 Each new bid shall not less than immediately preceding bid.
- 6.2 All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the auction sale.
- 6.3 The Auctioneer shall have the right to refuse any bid.
- 6.4 Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Bidder may submit their bid at any of these stages of biddings.
- 6.5 When system displays "No More Bid. No further bids will be accepted by the Auctioneers.
- 6.6 The bidder with the highest bid shall be declared as Successful Bidder upon the fall of hammer.
- 6.7 A bid once made shall not be withdrawn.
- 6.8 If any dispute should arise as to any bidding, the property shall at the option of the Auctioneer be put up again for sale at the last undisputed price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 6.9 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser ("**The Purchaser**").

## 7.0 PERMITTED PURCHASER

- 7.1 Notwithstanding whether it is expressly stated in the Proclamation of Sale, in the event that the developer of the property ("**The Developer**") and/or the proprietor of the master title on which the property is erected ("**The Proprietor/Landowner**") or applicable laws or regulations affecting the property imposes the conditions that the property can only be sold to an individual, or certain category of persons or corporate body, e.g Malay, a Bumiputra or a Malay Company or Bumiputra Company ("**The Permitted Purchaser**"), than the property shall only be sold to the permitted purchaser.
- 7.2 All intending bidders at the auction sale shall be deemed to have made all the relevant enquiries and have received independent legal advice on all restrictions affecting the property and are further deemed to have been fully satisfied that they fall within the category of the permitted purchase.

- 8.0 **THE PURCHASER AND PAYMENT OF PURCHASE PRICE**
- 8.1 Immediately after the fall of the hammer [or three (3) working days from the date of auction in the event of an E-Bidder (as defined in Part 1.1 of the Online Terms and Conditions) if he/she/it is the Purchaser] and upon being declared the successful purchaser of the Property, the purchaser shall execute the memorandum attached to (**"The Memorandum"**).
- 8.2 The signed memorandum together with the Conditions of Sale and the Proclamation of Sale shall in their entirety form the contract of the sale for the property (**"The Contract Sale"**).
- 8.3 The last bid which is the highest bid accepted by the Auctioneer and upon which the property is sold to the purchaser shall be the purchase price for the property (**"The Purchase Price"**).
- 8.4 **Ten per centum (10%)** as the case may of the purchase price shall be paid by the Purchaser upon the execution of the contract of sale (**"The Purchase Deposit"**).
- 8.5 In the event that the purchase price is higher than the reserve price, the Purchaser shall immediately [or three (3) working days from the date of auction in the event of an E-Bidder (as defined in Part 1.1 of the Online Terms and Conditions) if he/she/it is the Purchaser] deposit with the Auctioneer as stakeholder a sum equivalent to the difference between purchase deposit and the bidding deposit (**"The Purchase Deposit Shortfall"**) by **BANK DRAFT** or **CASHIER'S ORDER** drawn in favour of **MBSB BANK BERHAD for PHUAH JENN LIM** or via **RENTAS** or **online banking transfer (FPX)** which together will form the Purchase Deposit. **Please refer to the Terms & Conditions on www.ngchanmau.com for the manner of payment of the same.**
- 8.6 The Auctioneer shall upon receipt of the Purchase Deposit release the said sum to **MBSB**.
- 8.7 In the event that the Purchaser shall fail to deposit the Purchase Deposit Shortfall shall fail to execute the Memorandum for any reason whatsoever within the stipulated timeframe, the Purchaser shall be deemed to have committed a breach of terms and conditions of the auction sale and the consequences set out in paragraph 8.8 hereto shall ensue.
- 8.8 In the event the Purchaser shall commit a breach, the bidding deposit shall be forfeited absolutely to **MBSB** and **MBSB** may in its absolute discretion upon such terms and conditions and at such time **MBSB** deems fit to put the property up for resale. **MBSB** shall be further entitled to recover from the Purchaser all costs and expenses in connection with and resulting from such resale. The Purchaser shall be further liable to **MBSB** for any shortfall in the sale price obtained at the resale and Purchase Price (**"The Resale Shortfall"**). A certificate duly signed by an authorized officer of **MBSB** as to the amount of the Resale Shortfall and the Purchaser as bindingly correct and conclusive shall accept the costs and the expenses in connection with resulting from such resale for all purposes including legal proceedings. The certified amount shall be paid by the Purchaser to **MBSB** not later than **Seven (7) Days** from the date of the demand made by **MBSB**.
- 8.9 Notwithstanding anything herein contained the amount representing the difference between the Purchase price and the Purchase Deposit (**"Balance Purchase Price"**) shall be paid by the Purchaser directly to **MBSB** without any set-off not later than **One Hundred And Twenty (120) Days** from the date of the contract of Sale (**"The Due Date"**).
- 8.10 The balance Purchase price shall be paid to **MBSB** by way of **Bank Draft** or **Cashier's Order** drawn in favour of **MBSB BANK BERHAD**.
- 8.11 Upon the written request by the Purchaser before the expiry date, **MBSB** in its absolute discretion may but shall be under no obligation to extend the due date for such period or periods as **MBSB** deems fit (**"The Extended Due Date"**).
- 8.12 Notwithstanding anything contains herein, and subject to the Assignee/Lender's discretion, the Assignee/Lender may on written application by the Purchaser to consider extension of time to pay the Balance Purchase Price and subject to the following:
- agree to grant the extension of time unconditionally, or
  - refuse the request, in which case the Purchase Deposit shall be forfeited upon expiry of the Due Date,** or
  - agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment interest/charges/compensation at such rate/amount as **MBSB** shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser. The interest on late payment if imposed by **MBSB** may be in the form of advance payment of interest for the extension period or otherwise **is final and not refundable**.
- The application to request for an extension of time must be made by the Purchaser at least 21 days before the completion date.
- 8.13 In the event that the Purchaser for any reason whatsoever (**save and except where it is due to the default of the MBSB**) fails to pay the balance Purchase Price by the due date of the extended due date, as the case may be, the Purchaser shall be deemed to be in the breach of the Contract of Sale, the Purchase Deposit shall be forfeited absolutely to **MBSB** and the consequences as set out in paragraph 8.8 shall ensue.
- 9.0 **WHERE THE BANK IS THE PURCHASER**
- 9.1 In the event that **MBSB** is the successful bidder and so declared the Purchaser by the Auctioneer, **MBSB** shall have the liberty to set-off the Purchase Price against the amount due and owing to **MBSB** by the assignor pursuant to the security documents referred to in the Proclamation of Sale.
- 10.0 **WITHDRAWAL OF SALE AND RESALE**
- 10.1 **MBSB** at its absolute discretion through the Auctioneer reserves the right to suspend, withdraw, postpone and/or call off the auction sale of the property for any reason whatsoever at any time before the fall of the hammer.
- 10.2 **MBSB** further reserve the right to sell the property withdrawn at any time at **MBSB's** absolute discretion upon such price with the terms and conditions as **MBSB** deems fit.
- 10.3 **MBSB** has absolute discretion to terminate the Contract of Sale in the event that the sale cannot be preceded to any reason whatsoever. In such event **MBSB** shall refund the deposit and amount paid by the bidder to **MBSB** free from **interest**.
- 11.0 **SEPARATE DOCUMENT OF TITLE**
- 11.1 In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale:-
- The Assignee/Lender shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
  - If there are any restrictions in interest affecting the Property, the purchaser shall comply with the restriction in interest and ensure that the sale is completed within the time period stipulated in Clause 8.9 above; and
  - Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the term and conditions contains herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and/or consent as applicable from the developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be for sale and purchase and/or the transfer of the Property from the Assignee/Lender to the Purchaser as may be required;
    - Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the proprietor or such relevant authority or body, the Developer's the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum of Transfer. The Assignee/Lender, the Assignee/Lender's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and



- (ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expenses (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Lender's solicitors for the Assignee/Lender's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of transfer in favour of the Purchaser as transferee for registration at the relevant land office/ registry until and unless the Memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Lender's solicitors for the Assignee/Lender's or the Assignee/Lender's solicitors further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The executed memorandum of transfer in favour of Assignor as transferee shall only be delivered to the Purchaser of the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provision of Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein there Conditions of Sale the Assignee/Lender's Solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the Memorandum of transfer in favour of the Assignor as transferee and/or Memorandum of Transfer in favour of the Purchaser as transferee.

## 12.0 CONSENT

- 12.1 It shall be the responsibility of the Purchaser to apply for consent from the Developer, the proprietor/landowner and/or other relevant authorities (if any) in respect of the sale, assignment and/or transfer of the property to the purchaser ("**The Consent**"). All fees charges and expenses including the administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or transfer of the property by the Developer and/or proprietor shall be borne by the Purchaser.
- 12.2 The Purchaser shall forward or caused to be forwarded to the Solicitors for **MBSB** a copy of each of the applications referred to in paragraph 12.1 above and a copy each of the approvals and/or consents when obtained and keep the solicitors for **MBSB** informed at all time the status of the applications and the Purchaser and/or his/her solicitor shall fulfill all the granted subject to conditions imposed by the Developer.
- 12.3 In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the **MBSB**, then **MBSB** shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and **MBSB** shall refund all monies paid by the Purchaser towards the account of the Purchase Price free from interest less the costs and fees incurred by **MBSB** in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against **MBSB**, the solicitors, the Auctioneers or any party/parties on account thereof.

## 13.0 FAILURE TO OBTAIN CONSENT/SALE BEING SET ASIDE

- 13.1 In the event that the consent cannot be obtained for any reason not attributable to the default, neglect and/or omission on the part of the Purchaser and/or the Purchaser's Agent and/or the Purchaser's solicitors. The Contract of Sale shall with the written consent of **MBSB**, be deemed rescinded.
- 13.2 Upon such rescission **MBSB** shall refund to the Purchaser free of interest all monies received by **MBSB** from the Purchaser towards the account of the Purchase Price in exchange for the return of all documents intact (if any), **free from interest less the costs and fees incurred by MBSB in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims demands whatsoever against MBSB, the Solicitors, the Auctioneers of any party/ies on account thereof.**
- 13.3 In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault (including but not limited to the failure to obtain approval from relevant authorities with regards to the property under "Bumi Lot" and Low Cost status), this sale shall be of no further effect from the date thereof and Assignee/Lender shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee/Lender) to the Purchaser, less any expenses and/or fees incurred by the Assignee/Lender in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Lender or any other party an account thereof. A certificate by an officer of the Assignee/Lender verifying such expenses and/or fees shall be final and conclusive.
- 13.4 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, **MBSB** shall be entitled to forfeit the Bidding Deposit and the Purchase Deposit paid pursuant to Clause 4.1 and Clause 8.5.

## 14.0 LETTER OF UNDERTAKING

- 14.1 **MBSB** shall not be under obligation to issue any letter of undertaking relating to the refund of the Purchase Price or relating to the property to any financier of the Purchaser notwithstanding that the Purchaser may obtain a loan facility to finance the purchase of the property. **In the event MBSB decided to issue any letter of undertaking as requested, the issuance of such undertaking is confine strictly to the content of the letter of undertaking and does not amount to any waiver, forbearance or estoppel of any right confers to MBSB herein.**

## 15.0 COMPLETION

- 15.1 As soon as practicable after the receipt in full by **MBSB** of the balance Purchase price together with all interest on late payment (if any) **MBSB** shall execute or caused to be executed in favour of the Purchaser an assignment of all right, title, interest and benefits under the principal Sale and Purchase Agreement entered into between the Developer and/or the Proprietor/Landowner and the original Purchaser over the property ("**The Deed of Assignment**").
- 15.2 The Purchaser's solicitors upon such terms shall prepare the Deed of Assignment and a condition stipulated by **MBSB** at its absolute discretion.
- 15.3 **MBSB** shall upon such execution forward to the Purchaser or the Purchaser's financier or their solicitors, as the case may be in the possession of **MBSB** ("**The Related Document**").
- 15.4 *Where **MBSB** is in actual possession of the original related documents, subject to no shortfall between the total outstanding financing with **MBSB** and the fully paid Purchase Price under this Proclamation of Sale whereby **MBSB** shall be entitled to retain relevant original related documents for the purpose of proceeding with legal action in recovering the balance outstanding financing from the current customer, **MBSB** shall delivered such original of the related documents to the Purchaser or the Purchaser's financier or their Solicitors as the case may be.*
- 15.5 The Purchaser shall bear all costs and expenses including but not limited to the legal fee stamp duty and registration fees of and incidental to the perfection of the deed of assignment and in the event of the individual title/strata title has been or is issued the transfer of the title over the property to the Purchaser.

## 16.0 TAXES

- 16.1 The Sale of the subject property may be subject to the liability to pay taxes. In the event that taxes is payable under the transaction, the successful bidder shall pay the amount of taxes in addition to the Purchase Price.

## 17.0 DESCRIPTION ON THE PROPERTY

- 17.1 The property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described.
- 17.2 All potential bidders shall be deemed to have sought independent legal advice, made necessary enquiries, searches and inspection of the property and is satisfied with the identity, description, state and condition of the property.
- 17.3 In the event of any error, mis-statement, omission and/or mis-description of any kind relating to the property in the Proclamation of Sale or any other documents, such error, mis-statement, omission and/or mis-description shall not in any manner annul the sale, nor shall there be and adjustment of the Purchase Price nor shall compensation be allowed nor shall **MBSB** be open to any liability of any form.
- 18.0 **NO VACANT POSSESSION**
- 18.1 The Purchaser shall upon full payment of the balance purchase price together with all interest on late payment (if any) be entitled at his/her own costs and expenses take possession of the property.
- 18.2 **MBSB** shall not be under any obligation whatsoever to deliver vacant possession of the property or forward to the Purchaser or any party/parties any keys to the property.
- 19.0 **OUTGOINGS**
- 19.1 Apportionment on any arrears of quit rent, assessment, taxes, rates and maintenance charges due and payable in respect of the property up to the date of Contract of Sale shall be paid by **MBSB** upon receipt of full auction proceeds. All such sums accruing due and payable from the date of the Contract of Sale shall be borne and paid by the Purchaser. In this regard, it shall be the duty of the Purchaser to obtain copies of the Outstanding Charges from the relevant authorities and/or the Developer and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee/Lender's Solicitors for approval within Seven (7) days from the date of payment of balance purchase money failing which the Assignee/Lender will give Seven (7) days notice to the Purchaser to forward the outstanding charges and after the completion of the notice, if the purchaser failed to comply with the notice, the Assignee/Lender will not be held liable to pay the outstanding charges of auction sale.
- 19.2 **MBSB** shall not be liable to make payment or to deduct from the Purchase Price or from the interest on late payment (if any) any outstanding progress payment due to the developer utilities/bills relating to the property namely water, electricity, telephone, gas, sewerage and other utilities.
- 19.3 The Purchaser shall bear and pay all fees in connection with, incidental to or pursuant to Assignment and all other documents necessary for affecting the transfer of assigning the beneficial ownership in the property to the Purchaser.
- 20.0 **RISK**
- 20.1 With effect from the date of the Contract of Sale, solely between the Purchaser and **MBSB**, the risk relating to the property shall be that of the Purchaser as regard to loss and/or damage (full or partial) of whatsoever nature or howsoever occurring to the property.
- 20.2 The placement of risk as herein provided shall be solely as between Purchaser and **MBSB** for the purpose of determining the liability of the parties to the Contract of the Sale and shall not in any manner affect or intended to affect the insurance policy which may be subsisting or which may be taken up to cover the property.
- 20.3 Unless expressly provided herein, **MBSB**, the Solicitors and the Auctioneers or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchasers, including but not limited to liability in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the Property whatsoever and howsoever caused or arising.
- 21.0 **NO ASSIGNMENT / NOMINATION**
- 21.1 The Purchaser shall not without the written consent of **MBSB**, be entitled to nominate a third party to be the purchaser or Assignee/Lender of the Property nor shall the Purchaser be entitled to assign his rights, title, interest and benefits under the Contract of Sale to any party.
- MBSB's** decision to withhold or to grant the consent or to permit or disallow nomination and/or assignment by the Purchaser shall be at the absolute discretion of **MBSB**.
- 22.0 **GOVERNMENT ACQUISITION**
- 22.1 **MBSB** has not received any notification of any acquisition by the acquiring authority of the whole or any part of the property. In the event of any such acquisition or intended acquisition the sale of the property shall not be annulled nor there any adjustment or abatement of the Purchase Price. In this respect, upon the full payment of the Purchase Price by the Purchaser to **MBSB** together with all interest on late payment (if any) all compensation, which may be paid by the acquiring authority shall belong to the Purchaser.
- 23.0 **OUTSTANDING PAYMENT TO THE DEVELOPER**
- 23.1 In the event the property in which there is/are outstanding progressive payment due to the developer, and the purchaser shall require a loan to enable purchaser to complete the purchase herein, the Purchaser shall undertake to pay the balance of progressive payment of his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Lender from original undertaking in which to be settled within the due date from the date of Sale.
- 23.2 In the event of purchaser shall not enquire loan to complete the purchase, the purchaser shall within **the due date** from the date of sale provide bank guarantee in favour of Developer or pay the balance progressive payment to the developer and to release the Assignee/Lender from its original undertaking.
- 23.3 Any payment due and payable to the developer after the date of sale including balance progressive payment charges, interest and penalty shall be borne by the purchaser absolutely.
- 23.4 In the event successful purchaser fail, neglect or refuse to procure letter of undertaking / bank guarantee / payment as mentioned in the manner and at the time stipulated in Clause 23.1 or Clause 23.2 above, **MBSB** shall be entitled to terminate the sale by notice in writing to successful purchaser whereon the deposit refund in clause 4.0 shall be forfeited by the **MBSB**.
- 24.0 **TIME OF THE ESSENCE**
- 24.1 Time wherever mentioned herein shall be of the essence.
- 24.2 Notwithstanding that time mentioned herein may be extended from time to time, time shall remain of the essence for and after each extension.
- 25.0 **LANGUAGES**
- 25.1 The Proclamation of Sale, Conditions of Sale and the Memorandum may have been translated and published in different forms and languages. In the event of any discrepancies, misstatement, omission or error appearing in the various forms and languages, this English version shall prevail.
- 26.0 **DEFINITION**
- 26.1 All heading used herein shall be for ease of reference only and shall not affect the interpretation of these Conditions of Sale, Memorandum or the Proclamation of Sale.
- 26.2 All references to the singulars shall include the plural and all references to the masculine gender shall include the feminine gender.
- 27.0 **PERSONAL DATA PROTECTION ACT**
- 27.1 Ng Chan Mau & Co Sdn Bhd is committed to protect the privacy, confidentiality and security of all personal data to which it is entrusted.

It has been Auctioneers policy to ensure the Purchaser and/or the Purchaser's Agent personal information is protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), Auctioneers are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.

Auctioneers will process personal data which the Purchaser and/or the Purchaser's Agent have provided to Auctioneers voluntarily through Auctioneers website upon the Purchaser and/or the Purchaser's Agent registration and this includes personal data such as the Purchaser and/or the Purchaser's Agent name, address, NRIC and contact details. In this regards, the Purchaser and/or the Purchaser's Agent have expressly consent to our processing of your personal data.

If the Purchaser give Auctioneers personal data or information about another person, the Purchaser must first confirm that he/she has appointed the Purchaser's Agent 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 the Purchaser assistance to procure the consent of such persons whose personal data is provided by the Purchaser to Auctioneers and the Purchaser agree to do so. The Purchaser shall indemnify Auctioneers in the event Auctioneers suffer any losses and damages as a result of the Purchaser's failure to comply with the same.

Ng Chan Mau & Co Sdn Bhd will only retain the Purchaser and/or the Purchaser's Agent personal data for as long as necessary for the fulfilment of the specified purposes or as legislated.

- 27.2 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) 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.
- 27.3 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) 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, E-Bidders shall immediately notify Ng Chan Mau & Co Sdn Bhd.

28.0 **ONLINE TERMS & CONDITIONS**

Online Bidders shall also be bound by the Online Terms and Conditions of Sale contained at [www.ngchanmau.com](http://www.ngchanmau.com) in addition to the Conditions of Sale as stated herein. If there are conflicts or inconsistencies between the Online Terms and Conditions of Sale and the Conditions of Sale herein, the provisions in this Conditions of Sale shall prevail.

Bidder's Copy

# CONTRACT OF SALE

**MEMORANDUM :-** At the sale by Public Auction this **27th day of October, 2023**, of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the Sale and Purchase Agreement dated the 13th day of March, 2015, entered into between **Terra Mirus Kelana Sdn. Bhd. (1069642-X)** of the first part, **Phuah Jenn Lim** of the second part and **Perantara Properties Sdn. Bhd. (67931-X)** of the other part in relation to the property identified as

Developer's Parcel :

**No. A-12-18, Storey No. 12, Type 28, Pinnacle Kelana Jaya ; and**

Postal Address :

**Unit No. A-12-18, Level 12, Pinnacle Kelana Jaya, Jalan SS7/26, SS 7, Kelana Jaya, 47301 Pealing Jaya, Selangor Darul Ehsan**

developed by **Terra Mirus Kelana Sdn. Bhd. (1069642-X)**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM** \_\_\_\_\_, and a sum of **RM** \_\_\_\_\_ has been paid to the Assignee/Lender by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit on behalf of the Assignee/Lender.

**PURCHASER'S PARTICULARS: -**

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

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

**TEL NO** \_\_\_\_\_

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

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

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

Bidder's Copy

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

**NAME :** \_\_\_\_\_  
**NRIC / PASSPORT NO :** \_\_\_\_\_

\_\_\_\_\_  
**FOR MESSRS NICKY CHEN & PARTNERS  
SOLICITORS FOR THE ASSIGNEE/LENDER**  
**NAME :** \_\_\_\_\_

\_\_\_\_\_  
**FOR MESSRS NG CHAN MAU & CO. SDN. BHD.  
LICENSED AUCTIONEER**

# 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 **MBSB BANK BERHAD for PHUAH JENN LIM** 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 5pm, at least one (1) working day before the auction date. 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 **MBSB BANK BERHAD for PHUAH JENN LIM** 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 these 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 immovable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immovable property by public auction shall be 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 PINJAMAN, SURATIKATAN PENYERAHHAKKAN DAN SURAT KUASA WAKIL YANG KESEMUANYA BERTARIKH 10HB JUN, 2015

ANTARA

MALAYSIA BUILDING SOCIETY BERHAD [197001000172 (9417-K)]

PIHAK PEMEGANG SERAHHAK / PEMINJAM

DAN

PHUAH JENN LIM (NO. K/P 771002-07-5731)

PIHAK PENYERAHHAK / PELANGGAN

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serahhak/Peminjam di bawah **Perjanjian Pinjaman, Suratikatan Penyerahhakan dan Surat Kuasa Wakil yang kesemuanya bertarikh 10hb Jun, 2015**, dimasukkan di antara Pihak Pemegang Serahhak/Peminjam dan Pihak Penyerahhak/Pelanggan dan berkenaan dengan Perjanjian Jual Beli dimasukkan di antara Terra Mirus Kelana Sdn. Bhd. (1069642-X) ("Pihak Penjual"), Pihak Penyerahhak dan Perantara Properties Sdn. Bhd. (67931-X) ("Pihak Tuanpunya") yang bertarikh 13hb Mac, 2015, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Peminjam tersebut dengan bantuan Pelelong yang tersebut di bawah

**AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA**

## LELONGAN AWAM

**BIDAAN SECARA ATAS TALIAN**

**PADA HARI JUMAAT, 27 HARIBULAN OKTOBER, 2023**

**JAM 11.00 PAGI DI DALAM WEB [WWW.NGCHANMAU.COM](http://WWW.NGCHANMAU.COM)**

(Pendaftaran pembida hendaklah dibuat sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan; jika tidak, Pelelong mempunyai hak untuk menolak pendaftaran. Pembida dikehendaki untuk log masuk pautan yang diberikan dan diminta bersedia sebelum masa lelongan)

NOTA: Sebelum jualan lelongan, **Bakal-bakal pembeli adalah dinasihatkan agar:**

- Meminta nasihat bebas daripada pihak Guaman mengenai Syarat-syarat Jualan di sini
- Memeriksa hartanah tersebut
- Membuat pengesahan dan/atau pemeriksaan sekiranya hakmilik individu dan hakmilik strata telah dikeluarkan
- Membuat carian hakmilik secara rasmi dan/atau persendirian di Pejabat Tanah dan/atau lain-lain Pihak Berkuasa yang relevan
- Membuat pertanyaan yang diperlukan dengan pihak Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri, dan/atau badan-badan yang relevan mengenai pengesahan-pengesahan/terma-terma kebenaran yang diperlukan untuk jualan sebelum jualan lelong
- Membuat dan bergantung pada carian sendiri, pertanyaan, penyiasatan dan penentusahan mengenai ketepatan dan kebenaran butir-butir dan maklumat yang dikemukakan. Bakal-bakal pembeli adalah dinasihatkan bahawa pergantungan tidak boleh dibuat pada kenyataan-kenyataan atau representasi-representasi yang dibuat pada Perisytiharan Jualan ini atau oleh Pelelong pada masa lelongan berkenaan dengan hartanah yang diperihalkan dan mana-mana bakal pembeli yang memilih untuk bergantung pada kenyataan-kenyataan atau representasi-representasi tersebut berbuat demikian atas risiko sendiri. Penawar yang berjaya ("Pembeli") sebaik sahaja selepas jualan mengemukakan untuk memohon dan mendapatkan pengesahan/kebenaran yang diperlukan untuk pindahmilik atau serah hak (jika ada) daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan.

### BUTIR-BUTIR HARTANAH :-

**NO HAKMILIK DAN NO PT INDUK** : PN 100252, Lot 72702, Seksyen 40  
**BANDAR / DAERAH / NEGERI** : Petaling Jaya/Petaling/Selangor  
**KELUASAN LANTAI** : Lebih kurang 534 kaki persegi  
**PEGANGAN** : Pajakan selama 99 year (expiring 13/4/2089)  
**PEMAJU / PENJUAL** : **Terra Mirus Kelana Sdn. Bhd. (1069642-X)**  
**TUANPUNYA** : **Perantara Properties Sdn. Bhd. (67931-X)**  
**SYARAT NYATA** : Projek perumahan usahama dengan Kerajaan Negeri  
**SEKATAN KEPENTINGAN** : Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri  
**BEBANAN** : Telah diserahkan kepada **Malaysia Building Society Berhad**

### LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut adalah sebuah **lot pejabat** yang dikenali sebagai **No. Petak A-12-18, No. Tingkat 12, Jenis 28, Pinnacle Kelana Jaya** dan beralamat di **Unit No. A-12-18, Level 12, Pinnacle Kelana Jaya, Jalan SS7/26, SS 7, Kelana Jaya, 47301 Pealing Jaya, Selangor Darul Ehsan.**

### HARGA RIZAB

Hartanah tersebut akan dijual dalam "**keadaan sepertimana sediaada**" dan tertakluk kepada satu harga rizab sebanyak **RM450,000.00 (RINGGIT MALAYSIA EMPAT RATUS DAN LIMA PULUH RIBU) SAHAJA** dan tertakluk kepada Syarat-syarat Jualan dengan cara Penyerahhakan dari Pihak Pemegang Serahhak/Peminjam dan tertakluk kepada Pembeli memperoleh pengesahan/kebenaran yang diperlukan daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan (jika ada). **Segala tunggakan cukai tanah, cukai pintu, cukai taksiran dan termasuk caj penyelenggaraan** yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelongan/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian. **Pembida juga tertakluk kepada Terma-terma dan Syarat-syarat Online terkandung dalam [www.ngchanmau.com](http://www.ngchanmau.com).**

Semua Penawar yang ingin membuat tawaran dikehendaki men deposit kepada Pelelong sebelum lelongan, **10%** daripada harga rizab dalam bentuk **BANK DRAF** atau **KASYIER ORDER** di atas nama **MBSB BANK BERHAD untuk PHUAH JENN LIM** atau secara **RENTAS** atau melalui pemindahan perbankan atas talian (FPX) **sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan selewat-lewatnya pada pukul 5 petang** dan baki wang belian (90%) hendaklah dibayar oleh Pembeli dalam tempoh **satu ratus dan dua puluh (120) hari** dari tarikh jualan. **Sila rujuk Terma & Syarat Online di [www.ngchanmau.com](http://www.ngchanmau.com) untuk cara-cara pembayaran deposit.**

**UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA**, sila berhubung dengan **Tetuan Nicky Chen & Partners**, Peguamcara bagi Pihak Pemegang Serahhak/Peminjam yang beralamat di B-12-03, Block B, Northpoint Office, Mid Valley City, No. 1, Medan Syed Putra, 59200 Kuala Lumpur (No Telefon: 03-2283 8493, No Faks: 03-2283 8494, **Rujukan: CMI-FOR/35254/2023**) atau Pelelong yang tersebut di bawah ini. Bakal pembida juga boleh melayari laman web [www.ngchanmau.com](http://www.ngchanmau.com) untuk maklumat lanjut.

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

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**E-MEL** : [info@ngchanmau.com](mailto:info@ngchanmau.com)  
**LAMAN WEB** : [www.ngchanmau.com](http://www.ngchanmau.com)  
**RUJUKAN KAMI** : NCM/MBSB/58950/my

**LOW CHEE HIAN**  
**ROSEMAINI BINTI AHMAD RADZI**  
Pelelong Berlesen