

**PROCLAMATION OF SALE**  
**IN THE MATTER OF THE FACILITY AGREEMENT, DEED OF ASSIGNMENT**  
**AND POWER OF ATTORNEY ALL DATED THE 29<sup>TH</sup> DAY OF NOVEMBER, 2019**

BETWEEN

AmBank Islamic Berhad [199401009897 (295576-U)] ASSIGNEE/BANK

AND

KAM YUN CHENG (NRIC No. 841023-12-5567) ASSIGNOR/CUSTOMER

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facility Agreement, Deed of Assignment and Power of Attorney all dated the 29<sup>th</sup> day of November, 2019 entered into between the Assignor/Customer and the Assignee/Bank, 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 TUESDAY, THE 23<sup>RD</sup> DAY OF JANUARY, 2024**  
**AT 3.00 P.M IN THE AFTERNOON**  
**AT EBID.AUCTIONS.COM.MY**

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

- NOTE: (1) Prior to the auction sale, all intending bidders are advised to:-
- i) inspect the subject property
  - ii) conduct an official title search
  - iii) enquire from the Developer/Proprietor and/or other relevant authorities
  - 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 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 the auction from Developer/Proprietor and /or the relevant authorities.

**PARTICULARS OF MASTER TITLE**

The individual title for the subject property has not been issued

|                          |  |
|--------------------------|--|
| MASTER TITLE NO/LOT NO:  | CL 015605419 / D-3-25, District of Kota Kinabalu, State of Sabah   |
| DEVELOPER'S PARCEL NO:   | Lot No. 25, Block D, Level 3, Taman Nelly Phase 8D, Kota Kinabalu, Sabah   |
| BUILT UP AREA:           | 242 square feet (22.48 square metres), more or less [Based on Sale and Purchase Agreement dated 27 September 2019] |
| VENDOR (DEVELOPER):      | Landmark Property Sdn Bhd (Company No. 78837-V)  |
| PROPERITOR (LANDOWNER):  | Edward S. Jaip (NRIC No. 710212-12-5953) & Landmark Property Sdn Bhd (Company No. 78837-V)                         |
| BENEFICIAL OWNER:        | Kam Yun Cheng (NRIC No. 841023-12-5567)  |
| ENCUMBRANCE:             | Assigned to AmBank Islamic Berhad  |
| TENURE:                  | Assumed to be 99 years leasehold   |
| CATEGORY OF LAND USE:    | Residential  |
| EXPRESS CONDITIONS:      | Not stated   |
| RESTRICTION IN INTEREST: | Not stated   |

NOTE:

**LOCATION AND DESCRIPTION OF THE PROPERTY:**

The subject property is a studio condominium unit known as Lot No. 25, Block D, Level 3, Taman Nelly Phase 8D, Kolombong, off Jalan Lintas, 88450 Kota Kinabalu, Sabah.

**RESERVE PRICE:**

The subject property will be sold at "as is where is" basis subject to a reserve price of **RM150,000.00 (RINGGIT MALAYSIA ONE HUNDRED AND FIFTY THOUSAND ONLY)** and the Conditions of Sale and subject to the consent (if applicable) being obtained by the purchaser from the Developer/Proprietor and other relevant authorities.

**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 payment charges (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 entitle 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, prior to the auction sale, ten per cent (10%) of the reserve price or a minimum of RM2,000.00 whichever is higher by Bank Draft or Cashier's Order only in favour of AmBank Islamic Berhad for the a/c of Kam Yun Cheng or remit the same through online banking instant transfer at least one (1) working day before auction day. Please refer to the Online Terms and Condition at [ebid.auctions.com.my](http://ebid.auctions.com.my) on the manner of payment of the deposit.

**FOR FURTHER PARTICULARS,** please apply to **M/S DR. YEE, TAN & ASSOCIATES** Solicitors for the Assignee/Bank, at Lot 6 & 7, 2<sup>nd</sup> Floor, Block A, Ruang Plaza Legenda, Heritage Plaza, Off Jalan Lintas, Luyang, 88300 Kota Kinabalu, Sabah [Ref No: DYT/HL/472, Tel No: 088-728550] or the undermentioned Auctioneer.

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

Unit A-3-6, 3<sup>rd</sup> Floor, Block A,  
Plaza Tanjung Aru, Jalan Mat Salleh  
88150 Kota Kinabalu, Sabah  
Tel: 088-221266 & 088-221262  
Our ref: PAHS/8004/1/2024(LA)  
Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Licensed Auctioneer

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHANHAK DAN SURAT KUASA WAKIL KESEMUANYA YANG BERTARIKH 29 HARIBULAN NOVEMBER, 2019

ANTARA

AmBank Islamic Berhad [199401009897 (295576-U)]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

KAM YUN CHENG (No. K/P: 841023-12-5567)

PIHAK PENYERAHHAK/PELANGGAN

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah dibawah Perjanjian Kemudahan, Suratikatan Penyerahanhak dan Surat Kuasa Wakil kesemuanya yang bertarikh 29 haribulan November, 2019 diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pelanggan yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA

**LELONGAN AWAM**

SECARA ATAS TALIAN PADA HARI SELASA, 23 HARIBULAN JANUARI, 2024

PADA PUKUL 3.00 PETANG

DI LAMAN WEB [EBID.AUCTIONS.COM.MY](http://EBID.AUCTIONS.COM.MY)

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

- NOTA:
- (1) Sebelum jualan lelong, bakal-bakal pembeli adalah dinasihatkan:-
    - i) memeriksa harta tersebut
    - ii) membuat carian hakmilik induk secara rasmi
    - iii) membuat pertanyaan dengan Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan
    - iv) memperoleh salinan Syarat-syarat Jualan daripada pelelong dan mendapatkan khidmat nasihat guaman mengenai Syarat-Syarat Jualan.
  - (2) Material ini adalah berdasarkan maklumat yang kami anggap boleh dipercayai. Oleh kerana ini diperolehi daripada pihak ketiga, kami tidak boleh memastikan bahawa ianya adalah tepat or lengkap. Oleh itu ia adalah tertakluk kepada kesilapan atau apa-apa maklumat yang tertinggal.
  - (3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan masih belum diperolehi, walaubagaimanapun, ia adalah tanggungjawab dan liabiliti bakal-bakal pembeli untuk mendapatkan kebenaran/pindahmilik (jika perlu) daripada Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan.

## **BUTIR-BUTIR HAKMILIK INDUK**

Hakmilik individu bagi harta tersebut belum dikeluarkan.

**NO. HAKMILIK INDUK/NO.UNIT:**

CL 015605419 / D-3-25, Daerah Kota Kinabalu, Negeri Sabah

**NO. PETAK PEMAJU:**

Lot No. 25, Blok D, Aras 3, Taman Nelly Fasa 8D, Kota Kinabalu, Sabah

**KELUASAN LANTAI:**

Lebih kurang 242 kaki persegi (22.48 meter persegi) [berdasarkan Salinan Perjanjian Jual Beli bertarikh 27 September 2019]

**PENJUAL (PEMAJU):**

Landmark Property Sdn Bhd (No. Syarikat 78837-V)

**PEMILIK HARTANAH:**

Edward S. Jaip (No. K/P: 710212-12-5953) & Landmark Property Sdn Bhd (No. Syarikat 78837-V)

**PEMILIK BENEFISIAL:**

Kam Yun Cheng (No. K/P: 841023-12-5567)

**BEBANAN:**

Serahhak kepada AmBank Islamic Berhad

**PEGANGAN:**

Diandaikan tempoh pajakan selama 99 tahun

**KATEGORI KEGUNAAN TANAH:**

Kediaman

**SYARAT NYATA:**

Tidak Dinyatakan

**SEKATAN KEPENTINGAN:**

Tidak Dinyatakan

**NOTA:**

## **LOKASI DAN PERIHAL HARTANAH:**

Harta tersebut adalah sebuah kondominium studio yang beralamat di Lot No. 25, Blok D, Aras 3, Taman Nelly Fasa 8D, Kolombong, Jalan Lintas, 88450 Kota Kinabalu, Sabah.

## **HARGA RIZAB:**

Hartanah tersebut akan dijual "dalam keadaan sedia ada" kepada satu harga rizab sebanyak **RM150,000.00 (RINGGIT MALAYSIA SATU RATUS DAN LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dan kebenaran (jika perlu) daripada Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan.

## **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 caj lewat bayar (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/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/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 Pembeli 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 adalah dikehendaki mendeposit sepuluh peratus (10%) daripada harga rizab atau minimum RM2,000.00 yang mana paling tinggi dalam bentuk **Bank Draf atau Kasyier Order** di atas nama **AmBank Islamic Berhad** untuk akaun **Kam Yun Cheng** atau melalui **Pemindahan segera Perbankan atas talian** sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan. Sila rujuk kepada Terma dan Syarat Dalam Talian di [ebid.auctions.com.my](http://ebid.auctions.com.my) untuk cara-cara pembayaran deposit.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Dr. Yee, Tan & Associates**, Peguamcara bagi Pihak Pemegang Serahhak/Bank yang beralamat di Lot 6 & 7, Tingkat 2, Blok A, Ruang Plaza Legenda, Heritage Plaza, Jalan Lintas, Luyang, 88300 Kota Kinabalu, Sabah [No. Ruj: DYT/HL/472, Tal No: 088-728550] atau Pelelong.

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

Unit A-3-6, Tingkat 3, Blok A,  
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88150 Kota Kinabalu, Sabah  
Tel: 088-221266 & 088-221262  
Ruj kami: PAHS/8004/1/2024(LA)  
Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Pelelong Berlesen

# CONDITIONS OF SALE

## 1. RESERVE PRICE AND BIDDING AT AUCTION

- 1.1 This sale is made by **AmBank Islamic Berhad [199401009897 (295576-U)]** ("Assignee/Bank") in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the **Facility Agreement, Deed of Assignment and Power of Attorney all dated the 29<sup>th</sup> day of November, 2019 and such other security documents** executed by **Kam Yun Cheng** ("Assignor/Customer") 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 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.
- 1.4 In the event the subject matter offered for auction comprises more than one (1) property, the Auctioneer shall have the right to:
- (a) determine or vary the order of sale;
  - (b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
  - (c) 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, prior to the auction sale, a **bank draft or cashier's order** drawn in favour of **AmBank Islamic Berhad for the a/c of Kam Yun Cheng**, a Bidding Deposit equivalent to **ten per cent (10%)** of the Reserve Price or a minimum of **RM2,000.00** whichever is higher. Online Bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6 of the **Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my)** for the manner of payment of the deposit.

## 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 Foreign Investment Committee. **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:-
- a) forfeit the Deposit together with the charges (if any) and this auction sale shall be deemed terminated and be of no further effect; or
  - b) 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
  - c) 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 Assignor(s)/Customer(s) under the **Facility Agreement, Deed of Assignment and Power of Attorney all dated the 29<sup>th</sup> day of November, 2019** 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 Assignor/Customer or otherwise different from such property as assigned to the Assignee/Bank by the Assignor/Customer, 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(s) 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 cash or bank draft or cashier's order drawn in favour of **AmBank Islamic Berhad for the a/c of Kam Yun Cheng** 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 and the Late Payment Charges ("LPC") 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 Solicitors within **ninety (90) days** from the date of the auction sale by **RENTAS/BANK DRAFT/CASHIER'S ORDER** drawn in favour of **AmBank Islamic Berhad for the a/c of Kam Yun Cheng** 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 LPC/compensation at the rate/amount to be determined by the Assignee/Bank on the Balance Purchase Price calculated on a daily basis for the duration of the extended period granted and such LPC/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 LPC/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 Clause 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 financing 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 financing 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, LPC and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clause 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 Clause 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 outgoings charges pursuant to Clause 12 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 that 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 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 therefor.

## 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** LPC (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 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 Developer from the Purchaser within ninety (90) days from the date of sale and any sum due and payable after the date of 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 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, interests, 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. 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.

## 15. 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 take possession of the Property prior to the settlement of the balance purchase price and/or LPC (if any).

## 16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

- 16.1 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.
- 16.2 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 LPC/compensation (if any) paid pursuant to Clause 7.5 above shall be forfeited to the Assignee/Bank.
- 16.3 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.

## 17. TIME OF THE ESSENCE

Time wherever mentioned herein shall be of the essence of these conditions.

## 18. 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.

## 19. 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.

**20. 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.

**21. 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 Solicitors and Auctioneers 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 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.

**22. 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.

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

## ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

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

### IMPORTANT

**These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with AMBANK (M) BERHAD / AMBANK ISLAMIC BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a AMBANK (M) BERHAD / AMBANK ISLAMIC BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full.**

#### **1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS**

- 1.1. Any interested party who intend to participate in the online public auction ("E-Bidders") auction can register as a user by logging onto **PAH Website**
- 1.2. To participate in the online public auction, the party shall:
  - a) be an individual: 18 years and above, of sound mind and not a bankrupt;
  - b) be a corporate body: incorporated under the laws of Malaysia and must not be in liquidation and be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. To register as a user, a party is required to submit/upload the following documents through **PAH Website**:
  - a) Individual: Photocopy of NRIC/Passport
  - b) Corporate:
    - i) Memorandum and Articles of Association/Constitution of company
    - ii) Board of Directors Resolution
    - iii) Form 24, Form 44, Form 49 or equivalent under companies Act 2016 or other applicable laws and a duly signed Board of Director's Resolution.
- 1.4. E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.
- 1.5. E-Bidders only need to register once with true, current and accurate information provided and this registration can be applied for future auctions on **PAH Website**.
- 1.6. E-bidders are responsible to identify the property correctly and to ensure that all the details and description are correct and accurate before bidding.
- 1.7. It is the sole and absolute responsibility of all intending E-Bidders and at the E-Bidders' own costs and expenses, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding(including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors, **PAH website** and their respective agents or servants do not in any way make representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.
- 1.8. The registration of an individual or company as an E-Bidder on the **PAH website** shall not be construed as approval of eligibility of the intended bidder to conclude the auction sale.

#### **2. ONLINE PUBLIC AUCTION PROCESS**

- 2.1. E-Bidders may browse through the **PAH Website** and select the properties they wish to bid online.
- 2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **PAH Website** Terms and Conditions.
- 2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **PAH Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.



- 2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **10%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **AmBank (M) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD (BIDDER DEPOSIT) Account No: 8881032487202**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 2.5. E-bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents including evidence of payment of the Required Deposit onto **PAH website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.
- 2.6. Registration of Bidders shall be subject to verification and approval of the **PAH Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PAH website**. Neither **PAH Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **two (2) working days**.
- 2.7. E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.
- 2.8. Upon approval and verification by **PAH website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.
- 2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

### **3. Bidding Process**

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

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

- 4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee bank and the sale will be deemed cancelled/terminated and the property may be put up again for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.
- 4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.

- 4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **PAH Website** and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.
- 4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.

## 5. OTHER APPLICABLE TERMS & CONDITIONS

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

## 6. GOVERNING LAW

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

## 7. PERSONAL DATA PROTECTION ACT

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

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

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

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

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

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

## 8. COPY RIGHT AND INTELLECTUAL PROPERTY

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

## 9. MISCELLANEOUS

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