

MALAYSIA
IN THE HIGH COURT OF SABAH & SARAWAK
AT KOTA KINABALU
(DIVORCE PETITION NO. BKI-33-111-8/2023)

BETWEEN

PREM LATAA/P SHAMBUNATH (I/C: 630222-10-6684)

... PETITIONER

AND

RANTAN KUMAR SINGH A/L JAINU SINGH
(I/C: 591021-08-6411)

... RESPONDENT

PROCLAMATION OF SALE

Pursuant to a Consent Order entered on 9th May 2024 in respect of the above matter and granted by the High Court in Divorce Petition No. **BKI-33-111-8/2023**, and further to the instructions and authorisation given by both the abovenamed Petitioner and Respondent to the Solicitors, Messrs. J. Marimuttu & Partners, IT IS HEREBY PROCLAIMED that the under-mentioned property will be sold by **PUBLIC AUCTION** with the assistance of the undermentioned Auctioneer on

FRIDAY, THE 09TH DAY OF MAY, 2025 AT 10.30 AM,
AT MESSRS. PG ACTFAST AUCTION (SABAH) SDN BHD, AUCTION VENUE
LOT 14, 1ST FLOOR, BLOCK B, LORONG KAYU MANIS 1, DAMAI PLAZA,
LUYANG, 88300 KOTA KINABALU, SABAH.

PARTICULARS & DESCRIPTION OF THE PROPERTY REFERRED TO: -

Title Deed No.	:	Country Lease 215481753
Address	:	Lot No. 10, Jalan Malakun, Taman Malakun, Jalan Putatan Ramayah, 89500 Penampang Sabah
The Property	:	A two-storey semi-detached house
District	:	Penampang
Tenure	:	Leasehold - 98 years Effective 01 January 2007 to 31 December 2105 Unexpired - 81 years, more or less
Land Area	:	412.6 sq metres
Registered Owner	:	Rantan Kumar Singh A/L Jainu
Encumbrances	:	Free of Encumbrances
Reserved Price	:	RM 1,150,000.00

IMPORTANT NOTICE TO ALL INTENDED BIDDERS

Intended bidders are advised to: -

- (1) Inspect the said Property;
- (2) Conduct an official search on the Title Deed at the relevant Land Office and/or other relevant authorities
- (3) Make the necessary enquiries with the relevant authority(ies) on the terms and conditions of consent as Successful Bidder is required to pay outstanding charges due before the auction to the relevant authorities for effecting the transfer of the said Property;
- (4) Obtain a copy of the Conditions of Sale and Memorandum of Contract from the Auctioneer or Solicitors;
- (5) Ascertain all the relevant outgoing and other payments or charges to be paid before an interest in the said Property can be acquired;
- (6) Seek independent legal advice on the Conditions of Sale and Memorandum of Contract prior to the auction sale.

The subject property will be sold on an “as is where is basis” pursuant to the Consent Order entered on 9th May 2023 and granted by High Court of Sabah & Sarawak at Kota Kinabalu in Divorce Petition No. **BKI-33-111-8/2023** (“**the said Consent Order**”) and subject to the abovementioned Reserve Price and subject to the Conditions of Sale. Any arrears of quit rent, assessments, and service or maintenance charges which may be lawfully due to any relevant authority up to the date of auction sale of the property shall be paid out of the purchase money upon receipt of the full purchase price. All other fees, costs and charges relating to the transfer of the property shall be borne by the purchaser.

Prior to the auction date, all intending bidder(s) is/are required to register with the Auctioneer appointed by the Petitioner. The bidder(s) shall submit the following to the Auctioneer.

- (1) An amount equivalent to ten per cent (10%) of the reserved price (in Cashier’s Order / Bank Draft) made payable to “CHEE & CO.”, the conveyancing Solicitors named in the said Consent Order (“**the Conveyancing Solicitors**”);
- (2) Board of Directors' Resolution and written authorization* where the bidder is a company or other body recognized by law as capable of purchasing and owning immovable property (including land), bidding through an authorized person;

- (3) Written authorization* where the bidder is acting as a proxy; and
 - (4) the original copy of their identity card for identification,
- And anyone who fails to do so shall not be entitled to bid for the Property. The said Cashier's Order/Bank Draft shall be returned to the unsuccessful bidders immediately after the auction.

**A written authorization MUST be signed by the principal's full name, identity, and address, failing which the bidder shall be deemed to contract in his own name and not as an agent for another.*

The balance of the purchase price shall be paid within **ninety (90) days** from the date of auction. Failure to pay the balance of the purchase price aforesaid shall result in forfeiture of the payment of 10% of the successful bid unless extension of time has been granted by the Petitioner in accordance with the Conditions of Sale.

The Petitioner at the request of the purchaser and their absolute discretion may grant to the purchaser an extension of time immediately following the expiry of the aforesaid ninety (90) days to pay the balance of the purchase price subject to the terms and conditions to be determined by the Petitioner.

The auction and all bidders shall be SUBJECT TO the Conditions of Sale and Memorandum of Sale, details of which may be obtained from: -

1. Messrs. J. Marimuttu & Partners
Advocates & Solicitors
Suite 1-6-W5 &W6, 6th Floor,
CPS Tower, No.1 Jalan Centre Point,
88800 Kota Kinabalu, Sabah
Tel: +6088-252998
Fax: +6088-252889
Email: jmpbki@gmail.com
2. PG Act Fast Auction (Sabah) Sdn Bhd,
Lot 14, 1st, Floor, Block B,
Lorong Kayu Manis 1, Damai Plaza,
Luyang, 88300 Kota Kinabalu,
Sabah, Malaysia.
Tel: (088) 387711, (088) 203559, 0167226667
Email: pgactfast.sabah@gmail.com