

IN THE MATTER OF A FACILITIES AGREEMENT  
DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 11<sup>TH</sup> OCTOBER 2010

BETWEEN

PUBLIC BANK BERHAD (CO. NO. 6463-H)

... ASSIGNEE

AND

SHAHRUL AMZANIZAM BIN OSMAN  
(NRIC NO. 831207-12-5095)

...ASSIGNOR

The Property : Unit No. F6-1 (DBKK No. F-1-6), First Floor, Block F, Bandar Sierra Phase  
3A1, Kota Kinabalu, Sabah

Date of Auction : **22<sup>nd</sup> day of September 2022**

CONDITIONS OF SALE

1. a) Unless otherwise stated, the sale is subject to a reserved price and the Assignee reserves the right to bid itself or through its agents at the auction and in the event of its becoming the successful purchaser shall set off the purchase price against the amount due on the said Agreements as mentioned above on the date of sale plus costs and expenses of the sale.
  - b) In the event that the Purchase Price is higher than the Reserve Price, the Purchaser shall immediately deposit with the Auctioneer as stakeholder a sum equivalent to the difference between Purchase Deposit and the Bidding Deposit ("the Purchase Deposit Shortfall) either in cash or by way of a valid draft or cashier's order drawn in favour of Public Bank Berhad which together will form the Purchase Deposit.
  - c) The Assignee be and is hereby at liberty to bid for the property at the sale without having to prepare the pre-requisite 10% deposit. The auctioneer shall have the right to withdraw the property for sale at any time before is has been actually knocked down and either after or without declaring the reserved price. In the event the Assignee becoming the Purchaser, the Assignee is at liberty to set off the Purchaser Price against the amount due and owing under the said Facilities Agreement, Deed of Assignment and Power of Attorney on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
2. All interested bidders must prior to the commencement of the auction sale deliver to the appointed auctioneer, the deposit of 10% of the reserved price (in the form of either a Cashier's Order or Bank

Draft only made payable to **PUBLIC BANK BERHAD**), and anyone who fails to do so shall not be entitled to bid for the said property.

3. Subject to the reserved price, the highest bidder being so allowed by the Auctioneer shall be the successful purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the property shall, at the option of the Auctioneer, be put up again and resold or the Auctioneer may decide the dispute in which event the Auctioneer's decision shall be binding and conclusive.
4. No bid shall be less in amount than the previous bid, by a sum to be fixed by the appointed auctioneer at the time of the sale and no bidding shall be retracted.
5. Immediately after the fall of the hammer, the successful purchaser ("the Purchaser") shall pay to Messrs MG's Legal Chambers, Advocates and Solicitors ("the Legal Firm") a deposit of ten per centum (10%) of the amount of the reserved price by cashier's order or bank draft payable or drawn in favour of **Public Bank Berhad** as part payment thereof and shall sign the Memorandum of Contract and this Conditions of Sale. In default of payment of such deposit, the property shall forthwith be put up for sale again.
6. (a) The balance of the purchase price together with the any prevailing tax (if applicable) [*together with Inward RENTAS Service Charges (if any)*] shall be paid in full by the Purchaser to the Assignee or to the Solicitors within ninety (90) days from the date of auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details:-**
  - i) **Beneficiary**
    - **Name** : CPE IBT Settlement account
    - **Account No.** : IBS Settlement a/c no. 3997514026
  - ii) **Payment Details**
    - **Reference** : 2-0812545-09 (00010)
    - **Description** : PBB/KKRCCC/CPE/SNS/JEB/DSI/2081254509(00010)  
**For account under Shahrul Amzanizam Bin Osman**
- (b) **The Assignee or the Solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance payment details. Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.**

- (c) The assignee at the request of the purchaser and at its absolute discretion may grant to the purchaser an extension time immediately following the expiry of the aforesaid ninety (90) days to pay the balance of the purchase price **together with any prevailing tax (if applicable)** subject to the terms and conditions to be determined by the assignee.
7. In default of payment of the balance of the purchase price **together with any prevailing tax (if applicable)** within the period allowed, the property shall be again put up for sale free from any rights or claims by the Purchaser. The deposit after defraying expenses of the sale shall be forfeited.
8. The Assignee's interest in the property are by virtue of a Deed of Assignment dated **11<sup>th</sup> October 2010** ("Deed of Assignment") where the Assignor assigned absolutely its rights title interests and obligations under a Sale and Purchase Agreement dated the **3<sup>rd</sup> May 2010** ("the Sale and Purchase Agreement").
9. The said Sale and Purchase Agreement and the Deed of Assignment are available for inspection at the office of the legal firm before the commencement of bidding. All bidders shall be deemed to have notice of the terms of the Sale and Purchase Agreement and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by law and is further deemed to accept that the title deed to the Property shall be issued upon such terms as shall be permitted in the relevant provisions of the Sabah Land Ordinance Cap 68 and the Land (Subsidiary Title) Enactment 1972. Neither the Assignee, the Auctioneer nor the Legal Firm is obliged to enquire as to whether the Purchaser can eventually take a registered legal interest in the Property auctioned or whether any covenant or condition in the present title deed upon which the Property is constructed has been performed or has expired or otherwise.
10. The **subsidiary title** for the property has yet to be issued and it is not the duty of the Assignee or the Legal Firm to procure the issuance thereof or to ensure that it is transferred or transferrable to the Purchaser. Please seek further confirmation from Developers that they shall agree to direct transfer shall the strata is issued by The Land Office.
11. The Assignee undertakes to the Purchaser upon full payment of the purchase price **together with any prevailing tax (if applicable):-**
- (a) not to make any claims of any interest over the property;
  - (b) to execute any document within its power or authority as Assignee to effect the transfer of its right title and interest in the property to the purchaser.
12. The Assignee reserves the right to alter or add to these Particulars and Conditions of Sale at any time prior to the sale.
13. As from time of the auction, the property above described shall be at the sole risk of the Purchaser as regards loss or damage by fire, or other accident or through non-occupation or otherwise.

14. (i) The Purchaser shall admit the identity of the property purchased by him with that comprised in said Sale and Purchase Agreement. The said Sale and Purchase Agreement together with house rules and mutual covenants (if any) are deemed to be inspected read and accepted by the Purchaser before the auction sale.
- (ii) The Purchaser is deemed to have knowledge of contribution and other payments required to be complied with and such are available for inspection from the auctioneer/solicitors handling the sale.
15. The property above described is believed and shall be taken to be correctly described and is sold subject to all liabilities and rights (if any) subsisting thereon and is further subject to the terms of the Sale and Purchase Agreement and House Rules. The Assignee is under no obligation to define or describe the Property and all interest therein and any error, mis-description shall not annul the Auction nor entitle the Purchaser to claim for any damages, compensation or otherwise.
16. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee in granting the consent to the sale herein (if applicable), it is hereby agreed that any arrears of quit rent and assessment rate (excluding penalty, attachment warrant and late charges), taxes, service and maintenance charges (excluding penalty interest, late charges and **utilities bills**), (hereinafter collectively referred to as “outstanding charges”) which may be lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to the date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money and in any event upon the Assignee’s receipt of the balance purchase money in **cleared funds** SUBJECT to the following maximum sums based on the Property Reserve Price (hereinafter referred to as ‘the Maximum Amount’).

The “Outstanding Charges” referred above which are to be borne by the Assignee will be capped as follows :-

<b>Property with Reserve Price (RM) of</b>	<b>Maximum Outstanding Charges to be borne by the Assignee</b>
<b>Less than RM250,000.00</b>	<b>RM10,000.00</b>
<b>RM250,001.00 to Less than RM500,000.00</b>	<b>RM15,000.00</b>
<b>RM500,001.00 to Less than RM1,000,000.00</b>	<b>RM20,000.00</b>
<b>RM1,000,001.00 to Less than RM2,000,000.00</b>	<b>RM25,000.00</b>
<b>RM2,000,001.00 to Less than RM3,000,000.00</b>	<b>RM30,000.00</b>
<b>RM3,000,001.00 onwards</b>	<b>RM50,000.00</b>

The arrears in quit rent and assessment bills excluding penalty, attachment warrant and late charges shall only be paid provided that the Assignee is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment issued by the relevant authorities from the Purchaser within ninety (90) days from the date of the auction sale. All outstanding charges incurred, **together**

- with any prevailing tax (if applicable)** after the date of successful auction shall be borne by the Purchaser.
17. (a) The property is sold subject to all outgoing affecting the same at the date of the auction without any obligation on the part of the Assignee to show the creation of or the title of the present claimant in any outgoing or to apportion any outgoing or issuing exclusively out of the property sold and subject also to any existing tenancies and all rights of tenants thereunder (if any) and rights of occupiers thereunder (if any) and to all easements and quasi-easements and right of adjoining owners and others over the Property.  
(b) The Assignee will not be liable for any caveats filed by 3<sup>rd</sup> Party/ies and it is the duty of the Purchaser to remove the caveat at their own cost (if any).
  18. The Purchaser is deemed to be aware of the state, condition and occupancy of the Property and **shall be solely responsible to assert his rights as owner upon full payment of the Purchase Price.** However, the Purchaser is prohibited from entering the Property prior to the full payment of the Purchase Price **together with any prevailing tax (if applicable)** having being made to the Assignee. **It is not the responsibility or obligation of the Assignee, the Auctioneer nor the Legal Firm to deliver or cause to be delivered vacant possession of the said Property to the Purchaser.**
  19. All purchasers are deemed to have inspected the said Property and are deemed to be aware of its state and condition and the same is sold on an “as and where it is” basis.
  20. The Assignee has no notice or knowledge of any encroachments or that the Government or any local authority has any immediate intention to acquire the whole or any part of the property for roads, backlanes or any improvements schemes but if such encroachments shall be found to exist or if the Government or any local authority has any such intention the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
  21. All costs subject to any **prevailing tax (if applicable)** of and incidental to the transfer of the property shall be borne by the Purchaser in particular the stamp duty, registration and legal and other fees for the eventual transfer of the subsidiary title to the Property to the Purchaser. The Purchaser shall be further responsible to solely pay all and every other sum referred to in the Sale and Purchase Agreement and for whatever purpose.
  22. **It is not the Assignee nor the Legal Firm’s duty to obtain the transfer/re-assignment of the property to the Purchaser.** It is the responsibility of the Purchaser to obtain the Developer’s consent to the assignment of the said property to the Purchaser. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Developer and/or Landowner will consent to the Assignment of the said Property to the successful purchaser. The Assignee and the Legal Firm

do not provide any warranty whatsoever and the Purchaser agrees to be solely responsible for the overall cost.

23. All purchasers shall be deemed to have notice of the nature of the title deed and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by Law and the relevant provisions of the Sabah Land Ordinance under which the title deed to the property is to be issued. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Purchaser can eventually take a registered legal interest in the property auctioned.
24. The Purchaser may caveat the parent title to the Property concerned if allowed under the Sale & Purchase Agreement but such caveat shall not restrict the issue of subsidiary or sub-divided titles nor the transfer of the parent or other title to the management corporation. Further the caveat will, upon issuance of the subsidiary title for the Property, be carried forward to the particular title concerned to the exclusion of the remaining titles and the parent or other title.
25. Pursuant to Section 18 and 33 of the Stamp Duty Act 1949 any stamp duty payable shall be borne by the Purchaser alone and shall not be paid out of the proceeds of the sale. The Purchaser shall also pay the legal fees, registration fee and adjudication fee **together with any prevailing tax (if applicable)** for the eventual transfer of the property.
26. **For the purpose of these proceedings the said Legal Firm are acting solely for the Assignee and are therefore not obliged to advise the purchaser** (including the filing of returns under the provisions of the Real Property Gains Tax Act 1976).
27. The valuation report prepared for the Assignee leading to this auction sale is solely and exclusively for ascertaining the Reserved Price and as such is confidential to the Assignee and Auctioneer. Neither the Assignee, the Auctioneer nor the Legal Firm shall in any way be responsible or liable for any mis-description, mis-representation, error or omission in such report. Any reliance on the report by the Purchaser shall be at his/her own risk.
28. The Assignee is not responsible for the contents of the valuation report prepared to ascertain the market value of the Property.
29. The auction is subject to postponement/cancellation by the Assignee at any time prior to the fall of hammer for whatever reason the Assignee shall think fit and no compensation shall become payable to any intending bidders/Purchaser arising from such postponement/cancellation.
30. In event of any discrepancy, mis-statement or error, appearing in the various translation of the particulars, the English version shall prevail.

31. The decision of the Assignee shall be final and binding in respect of all matters provided for and not provided for under these conditions.
32. This Conditions of Sale, Deed of Assignment and the Memorandum of Transfer are documents evidencing a single transaction and for the purpose of Section 4(3) of Stamp Duty Act 1949 the Deed of Assignment shall be deemed the principal instrument.
33. (a) **In the event that the sale of this Property is subject to any prevailing tax (if applicable). IN THE EVENT that there is tax payable under any prevailing tax (if applicable), the successful bidder shall pay the amount of tax for the time being due or payable under any prevailing tax (if applicable) in addition to the Purchase Price.**
- (b) **The Purchaser hereby agrees and shall indemnify the Assignee and keep the Assignee indemnified against all tax, liabilities including without limitation to the liability of the Purchaser to pay tax under any prevailing tax (if applicable) and including all actions, proceeding, demands, claims, cost and penalty whatsoever made against the Assignee as a result of and/or incidental to the Purchaser's non-compliance with any of the provisions of prevailing tax (if applicable) and/or the Purchaser's obligations herein.**

In acknowledgement of the above I/We \_\_\_\_\_  
 (NRIC No. \_\_\_\_\_) the Purchaser hereby set my / our hand(s) on  
 \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signed by the \_\_\_\_\_ )  
 said \_\_\_\_\_ )  
 in the presence of : \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

**BY PUBLIC AUCTION**

**IN THE MATTER OF A FACILITIES AGREEMENT,**

**DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 11<sup>TH</sup> OCTOBER 2010**

**BETWEEN**

PUBLIC BANK BERHAD (CO. NO. 6463-H)

... ASSIGNEE

**AND**

SHAHRUL AMZANIZAM BIN OSMAN

(NRIC NO. 831207-12-5095)

...ASSIGNOR

**MEMORANDUM OF CONTRACT**

(Subject to the Conditions of Sale Annexed)

At the sale by PUBLIC AUCTION on the **22<sup>nd</sup> day of September 2022** (“the Auction”) of the property described as Unit No. F6-1 (DBKK No. F-1-6), First Floor, Block F, Bandar Sierra Phase 3A1, Kota Kinabalu, Sabah. (“the Property”).

Mr/Mrs/Miss.....

Mr/Mrs/Miss .....

(“the Purchaser(s)”) (Nric No. ....)

(Nric No. ....)

was the highest bidder and was declared the Purchaser of the property as described subject strictly to the Conditions of Sale attached, at the purchase price of Ringgit Malaysia.....

(RM.....) (“the Purchase Price”) and the said Purchaser(s) has paid to Messrs MG’s Legal Chambers (“the Legal Firm”) as agent of the Assignee the sum of Ringgit Malaysia .....

(RM.....) by way of deposit (“the Deposit”) and agrees to pay the balance of the purchase price and complete the purchase subject to the annexed Conditions of Sale and the Legal Firm hereby acknowledge receipt of the said deposit.

Purchase Money RM.....

Deposit paid RM.....

Balance due RM.....



I/We.....

(Company No./Nric No.....)

Hereby acknowledge receipt of the Deposit (Cash/Cashier's Order/Bank Draft No.....) on behalf of the Legal Firm.

Legal Firm

Signature : .....

Chop : .....

Purchaser

Name : .....

NRIC/Company No.....

Address : .....

Tel : .....

Fax : .....

Signature : .....

Chop (if applicable).....

Auctioneer

Signature : .....

Chop : .....

Dated this.....day of .....

(This Memorandum of Contract is subject to the terms and conditions stipulated in the annexed Conditions of Sale).