

**IN THE MATTER OF FACILITY AGREEMENT DATED 29<sup>TH</sup> NOVEMBER 2017 AND 14<sup>TH</sup> DAY OF  
MAY 2018, DEED OF ASSIGNMENT DATED 29<sup>TH</sup> DAY OF NOVEMBER 2017 AND POWER OF  
ATTORNEY DATED 29<sup>TH</sup> DAY OF NOVEMBER 2017**

**BETWEEN**

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

... ASSIGNEE

**AND**

KELINIK PAPAR MEDICAL GROUP SDN BHD  
(COMPANY NO. 136412-K)

... ASSIGNOR

**PROCLAMATION OF SALE**

PURSUANT TO a Facility Agreement dated the 29<sup>th</sup> day of November 2017 and 14<sup>th</sup> day of May 2018 and Deed of Assignment dated the 29<sup>th</sup> day of November 2017 and Power of Attorney dated 29<sup>th</sup> day of November 2017 made herein between the Assignor and the Assignee and further to the instructions and authorization given by the Assignee to its solicitors, Messrs. RCK & CO., of Lot A1013, 10<sup>th</sup> Floor, Wisma Merdeka Phase 1, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah ("the Legal Firm"). IT IS HEREBY PROCLAIMED that the under-mentioned property will be sold by public auction on **Tuesday the 23<sup>rd</sup> day of August 2022 at 2.30 p.m.** at the Auction Venue of PG Act Fast Auction (Sabah) Sdn Bhd at Lot 14, 1<sup>st</sup> Floor, Block B, Lorong Kayu Manis 1, Damai Plaza, Luyang, 88300 Kota Kinabalu, Sabah.

***DESCRIPTION OF THE PROPERTY REFERRED TO:-***

Master Titles: CL175003264 & CL175311789, District of Beaufort, Sabah

The Property: Lot No. 53, Ground Floor, Block H, 1 Beaufort Commercial Centre Phase 1, 89800 Beaufort, Sabah.

Description : An intermediate ground floor shoplot on a 2-storey shoplot

Floor Area : Approximately 1,110 square feet (103 square metres).

Reserved Price: **RM 540,000.00**

## IMPORTANT NOTICE TO ALL INTENDED BIDDERS

Intended bidders are advised to :-

- (1) inspect the subject Property;
- (2) conduct an official search on the Master title at the relevant Land Office and /or other relevant authorities;
- (3) make the necessary enquiries with the Developer and/or other relevant authorities on all relevant matters relating to the said Property including but not limited to the terms and conditions of consent as the successful bidder is required to pay outstanding charges due before and after the auction to the Developer and /or other relevant authorities for effecting the assignment/transfer of the Property;
- (4) obtain a copy of the Contract & Conditions of Sale from the Auctioneer/Solicitors;
- (5) ascertain all house rules, mutual covenants, the terms of the existing Sale and Purchase Agreement and Contributions and other payments or charges to be paid before an interest in the Property can be acquired; and
- (6) seek independent legal advice on the Conditions of Sale herein prior to the auction sale.

Prior to the commencement of the auction sale, all bidders are required to register with the Auctioneer appointed by the Assignee. All bidders shall submit the following to the Auctioneer prior to the commencement of the auction sale :-

- 1) an amount equivalent to 10% of the Reserved Price by **BANK DRAFT or CASHIER'S ORDER** payable to or drawn only **in favour of Public Bank Berhad**;
- 2) Board of Directors resolution or otherwise and written authorization where the bidder is a company or other body recognized by law as capable of purchasing and owning property/lands, bidding through an authorized person; and
- 3) Written authorization where the bidder is acting as a proxy.

DEPOSIT. (a) All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10% of the Reserved Price** ("the Bidding Deposit") by **BANK DRAFT or CASHIER'S ORDER** only in favour of **Public Bank Berhad** and the balance of the Purchase Price to be settled **WITHIN NINETY (90) days** from the date of sale to **Public Bank Berhad via RENTAS**.

(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 the Bidding Deposit and 10% of the actual Purchase Price ("the Deposit Shortfall") either in cash or by way of a valid draft or cashier's order drawn in favor of **Public Bank Berhad** which together will form the Deposit. The

sale of the subject Property may be subject to any prevailing tax imposed by the Government of Malaysia. In the event that there is any prevailing tax payable, the selling price is excluding the same. The successful bidder shall, therefore, be liable to pay the same (if any).

(c) The balance of the Purchase Price shall be settled within ninety (90) days from the date of auction by way of payment of Public Bank Berhad via RENTAS. Failure to pay the balance as stipulated above will result in FORFEITURE of 10% of actual Purchase Price.

(d) The Assignee be and is hereby at liberty to bid for the Property at the sale without having to prepare the prerequisite 10% Bidding Deposit.

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

1. Auctioneer :-

PG Act Fast Auction (Sabah) Sdn Bhd

Lot 14, 1<sup>st</sup> Floor, Block B

Lorong Kayu Manis 1, Damai Plaza, Luyang

88300 Kota Kinabalu, Sabah

Tel No. (088) 387711, 016-7226667

2. Legal Firm :-

Messrs. RCK & Co.

Advocates & Solicitors

Lot A1013, 10<sup>th</sup> Floor

Wisma Merdeka Phase 1, Jalan Tun Razak

88000 Kota Kinabalu, Sabah

Tel No. (088) 241905/906