

# PROCLAMATION OF SALE

IN THE MATTER OF THE COMMODITY MURABAHAH FACILITY AGREEMENT AND DEED OF ASSIGNMENT  
BOTH DATED THE 18TH DAY OF AUGUST, 2015

BETWEEN  
RHB ISLAMIC BANK BERHAD (680329-V) ASSIGNEE  
AND  
KINTA BERKAT SDN. BHD. (COMPANY NO. 889453-W) ASSIGNOR

In exercising the rights and powers conferred upon the Assignee under the Commodity Murabahah Facility Agreement and Deed of Assignment both dated the 18th day of August, 2015, entered into between the Assignee and the Assignor in respect of the Sale and Purchase Agreement entered into between Reliable Capacity Sdn Bhd (In Liquidation) ("the Vendor") and the Assignor dated the 11th day of March, 2015, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

ON THURSDAY, THE 24TH DAY OF OCTOBER, 2019  
AT 11.00 A.M.

VENUE : AUCTION ROOM OF NG CHAN MAU & CO SDN BHD  
UNIT NOS. B-0-6 & B-0-7, GROUND FLOOR, BLOCK B, MEGAN AVENUE II  
NO. 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR  
&

Alternatively, prospective bidders may submit bids for the property online via [www.ngchanmau.com](http://www.ngchanmau.com)  
(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)

**NOTE :** Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek legal advice on all matters in connection with the auction sale, including all matters in connection with the auction sale, including the Conditions of Sale herein (iii) conduct official search on the Parent Titles at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if applicable) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies. (v) check and verify whether this sale is subject to any tax liability.

### PARTICULARS OF PROPERTY :-

**PARENT TITLE NOS AND LOT/PT NOS** : PM 01008 & HS (D) 125475 and Lot 27985 & PT 12345, Seksyen 16  
**MUKIM & TOWN / DISTRICT / STATE** : Ampang / Ulu Langat / Selangor Darul Ehsan  
**FLOOR AREA** : Approximately 265 square feet  
**TENURE** : Leasehold  
**DEVELOPER / VENDOR** : **Reliable Capacity Sdn Bhd (In Liquidation) (349530-A)**  
**ENCUMBRANCE** : Assigned to **RHB Islamic Bank Berhad** pursuant to the said Agreements and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover.

### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is located on the 1st floor of a commercial complex comprises retail lots, SOHO units and service apartment building known as Fiesta @ Axis Pandan at Jalan Cempaka in Ampang, Selangor Darul Ehsan.

The subject property is a **retail lot** identified as **Developer's Parcel No. MK-F3-2, Storey No. F, Fiesta @ Axis Pandan** and bearing postal address at **Unit No. MK-F3-2, Fiesta @ Axis Pandan, Jalan Cempaka, 68000 Ampang, Selangor Darul Ehsan.**

### RESERVE PRICE

The property will be sold **on an "as is where is" basis**, subject to a reserve price of **RM121,379.00 (Ringgit Malaysia One Hundred Twenty One Thousand Three Hundred And Seventy Nine) Only** and subject to the Conditions of Sale. **Online bidders are further subject to the Terms & Conditions on [www.ngchanmau.com](http://www.ngchanmau.com).**

All intending bidders are required to deposit **10%** of the fixed reserve price by **bank draft / cashier's order** only in favour of **RHB Islamic Bank Berhad 15 minutes prior to the auction sale** with the undermentioned Auctioneer and the balance of the purchase price is to be settled within **ninety (90) days** from the date of auction to **RHB Islamic Bank Berhad via bank draft / RENTAS. Details of payment via RENTAS, please liaise with M/S Rosley Zechariah.**

**For online bidders please refer to the Terms & Conditions on [www.ngchanmau.com](http://www.ngchanmau.com) on the manner of payment of the deposit.**

For further particulars, please contact **M/S Rosley Zechariah**, Solicitors for the Assignee herein whose address is at 17.5, 17th Floor, Oval Tower @ Damansara (Menara Permata Damansara), 685, Jalan Damansara, 60000 Kuala Lumpur (Reference : RZ/A2019-RHB, Telephone No : 03-7733 6000, Fax No : 03-7733 6006) or the undermentioned Auctioneer.

### NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), 1st Floor, Block B  
Megan Avenue II  
No. 12, Jalan Yap Kwan Seng  
50450 Kuala Lumpur

**TELEPHONE NO** : 03-2162 3333 / **FAX NO** : 03-2162 3233  
**HANDPHONE NO** : 012-531 0600 (Whatsapp)  
**E-MAIL** : [info@ngchanmau.com](mailto:info@ngchanmau.com)  
**WEBSITE** : [www.ngchanmau.com](http://www.ngchanmau.com)  
**OUR REFERENCE** : RHB/44150/rs

**NG CHAN MAU**  
**LOW CHEE HIAN**  
**ROSEMAINI BINTI AHMAD RADZI**  
Licensed Auctioneers

# CONDITIONS OF SALE

1. This sale by Public Auction is made by **RHB Islamic Bank Berhad** ("the Assignee") in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the Commodity Murabahah Facility Agreement and Deed of Assignment both dated the 18th day of August, 2015, executed by **Kinta Berkat Sdn. Bhd.** ("the Assignor") in favour of the Assignee and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale.
3. The Assignee be and is hereby at liberty to bid for the property at the sale (**without having to pay any deposit whatsoever.**) The Auctioneer shall have the right to withdraw the property for sale at any time before it 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 purchase price against the amount due and owing under the said Commodity Murabahah Facility Agreement and Deed of Assignment 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.
4. No bid shall be less than the last previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of 10% of the reserve price shall be forfeited to the Assignee and the property shall, at the option of the Assignee, be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
5. All intending bidders (**with the exception of the Assignee**) are required to deposit with the Auctioneer the sum equivalent to **10%** of the fixed reserve price for the property by **bank draft or cashier's order** only made in favour of **RHB Islamic Bank Berhad 15 minutes prior to the auction sale**. However the Auctioneer may with the concurrence of the Assignee or the Solicitors accept the deposit partly by bank draft or cashier's order and partly in cash or wholly in cash. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorised to sign all the necessary documents. All intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid. In the event that the Bumiputra lot is sold to a non Bumiputra or if the successful bidder is below the age of 18 or is an undischarged bankrupt or is not legally competent to purchase the property, then such sale shall be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee shall be at liberty to put up the property for sale. A foreign citizen/foreign company may be allowed to bid for the property and if the bid is successful, the sale is subject to the foreign citizen/company applying and obtaining at his/her/its own cost to the Foreign Investment Committee (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 8 hereof. **For online bidders, please refer to the Terms and Conditions on [www.ngchanmau.com](http://www.ngchanmau.com) for manner of payment of the deposit.**
6. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee if it is the Purchaser**) shall pay to the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid either in CASH or BANK DRAFT in favour of **RHB Islamic Bank Berhad** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee subject to the provisions of Clauses 7 and 9. **For online bidders please refer to the Terms & Conditions on [www.ngchanmau.com](http://www.ngchanmau.com) for the manner of payment of the same.**
7. In the event the Purchaser fails to pay a deposit equivalent to 10% of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 or Clauses 5 and 6 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.
8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **ninety (90) days** from the date of the auction sale by
  - 8.1 **bank draft or cashier's order only in favour of RHB Islamic Bank Berhad; OR**
  - 8.2 **to remit payment directly to the Assignee via RENTAS subject to clause 34 herein.**However, the period of ninety (90) days may be extended by the Assignee **in its absolute discretion**, provided that the Purchaser shall have prior to the expiry of the said period, issue a written request to the Assignee applying for an extension of time and the Assignee may: (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of **any compensation** at such rate as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
9. In default of such payment of the balance of the purchase price within the time and in the manner stipulated in Clause 8 above, the deposit paid pursuant to Clauses 5 and 6 above shall be forfeited by the Assignee and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser.
10. Upon full payment of the balance of the purchase price in accordance with Clause 8 above and/or interest or compensation (if any) and subject to the consent to transfer from the Developer/Vendor \*\* and/or any relevant authorities (if applicable) being obtained by the Purchaser, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignors upon such terms and conditions stipulated by the Assignee at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the said Assignment including the Solicitors' fees and disbursements in preparing the said Deed of Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/Vendor \*\* and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Assignee) the Assignee shall deliver to the Purchaser or his/her Solicitor the duly executed Deed of Assignment, the original Sale and Purchase Agreement and original copy Commodity Murabahah Facility Agreement and Deed of Assignment and other security documents (if any) and if any the aforesaid documents is not available or cannot be provided, the Assignee shall provide certified copies thereof. For this purpose, the Purchaser hereby agrees that the Deed of Assignment to be executed by the Assignee shall be in the form duly approved by the Assignee. \* The Purchaser undertakes to forward to the Developer the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreements as required by Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 within fourteen (14) days from the date of stamping of the Deed of Assignment and to forward a copy of the covering letter/acknowledgement receipt to the Assignee or the Solicitors.\*
11. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.
12. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

13. Notwithstanding any contrary terms and conditions, it is hereby agreed that any arrears of quit rent, taxes, maintenance charges, assessment rate, insurance, sinking fund and late charges and other outgoings (hereinafter collectively referred to as "outstanding charges") which may be lawfully due (the Assignee reserve the rights to refuse to pay any sums not lawfully due or any sums which remains unpaid for the period exceeding 6 years preceding the successful auction date) to any relevant authority or the Developer **or to the Joint Management Committee or to any body/corporation/entity responsible for managing/maintaining the property** up to the date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money.
- 13.1 It shall be the responsibility of the Purchaser to check with relevant authority or the Developer on the outstanding charges and submit claim to the Assignee within 90 days from the auction date or extended terms **as agreed by the Assignee** failing which the claim(s) may not be entertained by the Assignee. Notwithstanding the above, the claims will be paid out from the purchase price only up to a maximum of 50% of the purchase price.
- 13.2 All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee to pay any outstanding water, electricity, telephone, sewerage or other charges of personal nature due and payable by the Assignors to the relevant authority or the developer whether accruing prior to or after the auction date. In this regard, it shall be the duty of the Purchaser to obtain \*at their own cost the particulars as stated in Section 22D (4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain\* copies of the outstanding charges from the relevant authorities and/or the total amount due to the Developer under the Sale and Purchase Agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Solicitors for approval.
- 13.3 The Purchaser shall bear Administrative Fee to the Developer 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 this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- 13.4 Unless otherwise agreed by the Assignee (subject to such terms and conditions as the Assignee may in its absolute discretion impose), **undisbursed loan sum due to the Developer under the progressive loan facility (if applicable)** and/or any other monies payable to the Developer and/or Proprietor or any other relevant authority in respect of the Property shall be borne solely by the Purchaser.
14. The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any taxes by whatever name called, and any interest, fines or penalties in respect thereof. In the event that there is tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.
15. Any other charges as at the date of the auction sale not specified in Clause 13, 13.1, 13.2 13.3, and 13.4 above (including but not limited to telephone bills, water bills, electric bills and sewerage charges), which is outstanding, shall not be borne by the Assignee.
16. The property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
17. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any 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 nor shall any abatement or compensation be allowed in respect thereof.
18. 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, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or there over without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
19. In the event the sale being set aside for any reason whatsoever not due to any act of default and/or omission by the Purchaser, this sale shall become null and void and be of no further effect and the Assignee shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, its Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee, its Solicitors and the Auctioneer or their respective servants or agents. For the avoidance of doubt, in the event of a default by the Purchaser, the provisions of Clause 9 shall apply mutatis mutandis.
20. The Purchaser shall within ninety (90) days from the date of the auction sale herein apply to and obtain from the Developer/Vendor \*\* and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer/Vendor \*\* or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the said period of ninety (90) days or within such period as may be specified by the Developer/Vendor \*\* and/or the relevant authority (if applicable), whichever is earlier and to keep the Assignee or Assignee's Solicitor informed at all times of the developments and to forward a copy of the consent to the Assignee's Solicitor upon receipt of the same. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
21. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within 90 days from the date of the successful auction subject to Clause 8 above.
22. In the event the consent from the Developer/Vendor \*\* and/or other relevant authorities shall be granted subject to the conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all costs and fees incurred by the Assignee, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and/or demands whatsoever against the Assignee, its Solicitors, the Auctioneer or their respective servants or agents.
23. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Assignee or its Agent to give vacant possession.
24. The Assignee makes no representation as to the ownership of furniture, fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.
25. All necessary inquiries and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
26. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.

27. Unless expressly provided herein, the Assignee, the Assignee's Solicitor and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused arising.
28. 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, the Assignee's Solicitor and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Assignee, its 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.
29. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
30. The Assignee and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.
31. Time whenever mentioned shall be of essence of this Conditions of Sale.
32. The successful Purchaser is advised to appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.
33. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.
34. **If the payment of the balance purchase price under clause 8 above is made by way of remittance directly to the Assignee via RENTAS, payment must be made accompanied with the following details:-**

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**For Islamic Accounts (where Assignee is RHB Islamic Bank Berhad)**

1. **Beneficiary A/c :- 19-0903-0019 RENTAS Code: RHBAMYKL**
2. **Beneficiary Name: - RHB Islamic Bank Berhad - LRS CorpR2**
3. **Payment Reference: CUK158004 - Syuhadah**
4. **Borrower(s) Name: Kinta Berkah Sdn. Bhd.**
5. **Bank's NPL Reference No: V010004349 Kinta Berkah S/B**
6. **Solicitors for the Assignee Ref No: RZ/A2019-RHB**

**The Assignee or the Solicitors for the Assignee will not be responsible for any delay /costs arising from incorrect/incomplete/ omission of RENTAS remittance 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..**

- Note 1. \* Applicable only for properties that comes within the definition of 'housing accommodation' under the Housing Development (Control and Licensing) Act,1966, hereinafter referred to as the 'Residential Properties').**
- 2. \*\* Applicable for properties other than Residential Properties.**

# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction this **24th day of October, 2019**, 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 11th day of March, 2015, entered into between **Reliable Capacity Sdn Bhd (In Liquidation)** of the one part and **Kinta Berkah Sdn. Bhd.** of the other part in relation to the property identified as Developer's Parcel :

**No. MK-F3-2, Storey No. F, Fiesta @ Axis Pandan ; and**  
Postal Address :

**Unit No. MK-F3-2, Fiesta @ Axis Pandan, Jalan Cempaka, 68000 Ampang, Selangor Darul Ehsan**

developed by **Reliable Capacity Sdn Bhd (In Liquidation)**, 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 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.

**PURCHASER'S PARTICULARS :-**

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

**PURCHASE MONEY** : **RM** \_\_\_\_\_  
**TAXES (If Applicable)** : **RM** \_\_\_\_\_  
**DEPOSIT MONEY** : **RM** \_\_\_\_\_  
**BALANCE DUE** : **RM** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**FOR M/S ROSLEY ZECHARIAH  
SOLICITORS FOR THE ASSIGNEE**

**NAME :** \_\_\_\_\_

\_\_\_\_\_  
**FOR M/S 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](http://www.ngchanmau.com) ("NCM website").

## 1. ELIGIBILITY OF E-BIDDERS

- 1.1. Parties who are interested to participate in public auction ("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. 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 Director's Resolution shall be uploaded.
- 2.4. E-Bidders 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 should keep the E-Bidders' account details strictly confidential and must not permit any third party to use or access the E-Bidders' account on behalf or otherwise. The E-Bidders shall 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, 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 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 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 they 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 Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made via local bank transfer to **RHB BANK BERHAD** in favour of **NG CHAN MAU & CO SDN BHD (BIDDER DEPOSIT) Account No: 2-14138-0015219-1**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 3.5. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the NCM website latest by 11.59 pm, at least one (1) working day before the auction date.
- 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 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 bears any responsibility or assumes 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 of 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. The person's NRIC copy (front and back); and
  - b. A copy of the relevant Letter of Authorization.
- 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.

## 4. BIDDING PROCEDURES

- 4.1. Bidding shall generally commence based on the sequence of the lot being shown on the NCM website. 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 NCM website to wait for their turn to bid for the property lot in which they intend to bid.
- 4.3. The Auctioneer has the right to set a new reserve 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.
- 4.4. 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 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 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 of Sale and pay the difference between 10% of the purchase price and the deposit paid under clause 3.4 above ("differential sum") 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 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 of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.4 above and the differential sum paid under this clause (if any) to the Assignee Bank.
- 5.2. Any successful E-Bidders who is unable to attend to sign the Memorandum of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person and print a copy of the letter of authorisation from NCM website. The authorised person shall provide the Letter of Authorisation signed by the successful E-bidder together with a copy of his/her identity card to the Auctioneer.
- 5.3. In the event if there is 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 of Sale and may at his 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 and the balance (if any) shall be refunded to the successful E-Bidder.
- 5.4. 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.
- 5.5. The Memorandum 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 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 this 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.
- 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 disruptions that may howsoever occur during the process of public auction at NCM website.
- 6.5. NCM website is owned and operated by Ng Chan Mau & Co Sdn Bhd. The E-Bidders agree and accept that Ng Chan Mau & Co Sdn. Bhd or the Auctioneer or the Assignee Bank in which Ng Chan Mau & Co Sdn Bhd/ 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 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 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 for any unauthorized access or any consequential loss or damages suffered.
- 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 password 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 Bidders shall immediately notify Ng Chan Mau & Co Sdn Bhd.

## **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 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.

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN KOMMODITI MURABAHAH  
DAN SURATIKATAN PENYERAHHAKKAN YANG KEDUA-DUANYA BERTARIKH 18HB OGOS, 2015

RHB ISLAMIC BANK BERHAD (680329-V)

ANTARA

PIHAK PEMEGANG SERAHHAK

KINTA BERKAT SDN. BHD. (NO. SYARIKAT 889453-W)

DAN

PIHAK PENYERAHHAK

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak di bawah Perjanjian Kemudahan Komoditi Murabahah dan Suratikatan Penyerahhakkan yang kedua-duanya bertarikh 18hb Ogos, 2015, dimasukkan di antara Pihak Pemegang Serahhak dan Pihak Penyerahhak berkenaan dengan Perjanjian Jual Beli dimasukkan di antara Reliable Capacity Sdn Bhd (Dalam Penggulungan) ("Pihak Penjual") dan Pihak Penyerahhak yang bertarikh 11hb Mac, 2015, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah

## AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA LELONGAN AWAM

PADA HARI KHAMIS, 24 HARIBULAN OKTOBER, 2019

JAM 11.00 PAGI

TEMPAT : BILIK LELONG NG CHAN MAU & CO SDN BHD  
UNIT NO. B-0-6 & B-0-7, TINGKAT BAWAH, BLOK B, MEGAN AVENUE II  
NO. 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR

&

Bakal pembeli juga boleh membuat tawaran melalui online di [www.ngchanmau.com](http://www.ngchanmau.com)  
(Untuk tawaran melalui online, sila buat pendaftaran sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan untuk tujuan pendaftaran dan pengesahan.)

**NOTA :** Bakal-bakal pembeli adalah dinasihatkan agar : (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-Syarat Jualan (iii) membuat carian Hakmilik induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa yang berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputra Warganegara Malaysia sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong. Penawar yang berjaya (Pembeli) dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan. (v) memeriksa dan mengesahkan samada jualan ini tertakluk kepada sebarang cukai.

### BUTIR-BUTIR HARTANAH :-

**NO HAKMILIK DAN NO LOT/PT INDUK** : PM 01008 & HS (D) 125475 dan Lot 27985 & PT 12345, Seksyen 16  
**MUKIM & BANDAR / DAERAH / NEGERI** : Ampang / Ulu Langat / Selangor Darul Ehsan  
**KELUASAN LANTAI** : Lebih kurang 265 kaki persegi  
**PEGANGAN** : Pajak  
**PEMAJU / PENJUAL** : **Reliable Capacity Sdn Bhd (Dalam Penggulungan) (349530-A)**  
**BEBANAN** : Telah diserahkan kepada **RHB Islamic Bank Berhad** mengikut Perjanjian-perjanjian tersebut dan tertakluk kepada semua easemen, pajakan, sewaan, penghuni, gadaian, kaveat, perjanjian jual-beli yang lama, serahhak yang lama, perjanjian rasmi dan juga semua liabiliti.

### LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di tingkat 1 sebuah bangunan kompleks komersial yang terdiri dari lot retail, unit SOHO dan pangsapuri servis yang dikenali sebagai Fiesta @ Axis Pandan di Jalan Cempaka, Ampang, Selangor Darul Ehsan.

Hartanah tersebut adalah sebuah lot runcit yang dikenali sebagai **No. Petak Pemaju MK-F3-2, No. Tingkat F, Fiesta @ Axis Pandan** dan beralamat pos di **Unit No. MK-F3-2, Fiesta @ Axis Pandan, Jalan Cempaka, 68000 Ampang, Selangor Darul Ehsan.**

### HARGA RIZAB

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediada", tertakluk kepada satu harga rizab sebanyak **RM121,379.00 (Ringgit Malaysia Satu Ratus Dua Puluh Satu Ribu Tiga Ratus Dan Tujuh Puluh Sembilan) Sahaja** dan akan dijual mengikut Syarat-syarat Jualan. Pembeli melalui online juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam [www.ngchanmau.com](http://www.ngchanmau.com).

Semua Penawar yang ingin membuat tawaran adalah dikehendaki membayar wang Pendahuluan sebanyak **10%** dari harga rizab dalam **bank draf / kasyier order** sahaja atas nama **RHB Islamic Bank Berhad 15 minit sebelum jualan lelongan dimulakan** kepada Pelelong dan baki harga belian hendaklah dibayar dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan awam kepada **RHB Islamic Bank Berhad melalui bank draf / RENTAS**. Butiran bayaran melalui RENTAS, sila berhubung dengan **Tetuan Rosley Zechariah**.

Untuk pembida dalam talian, sila rujuk **Terma & Syarat** di [www.ngchanmau.com](http://www.ngchanmau.com) untuk cara-cara pembayaran deposit.

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan Rosley Zechariah**, Peguamcara bagi Pihak Pemegang Serahhak/Bank yang beralamat di 17.5, Tingkat 17, Oval Tower @ Damansara (Menara Permata Damansara), 685, Jalan Damansara, 60000 Kuala Lumpur (Rujukan : RZ/A2019-RHB, No Telefon : 03-7733 6000, No Faks : 03-7733 6006) atau Pelelong yang tersebut di bawah.

### NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), Tingkat 1, Blok B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

**NO TELEFON** : 03-2162 3333 / NO FAKS : 03-2162 3233

**NO TELEFON BIMBIT** : 012-531 0600 (Whatsapp)

**E-MEL** : [info@ngchanmau.com](mailto:info@ngchanmau.com)

**LANAM WEB** : [www.ngchanmau.com](http://www.ngchanmau.com)

**RUJUKAN KAMI** : RHB/44150/rs

**NG CHAN MAU**  
**LOW CHEE HIAN**  
**ROSEMAYI BINTI AHMAD RADZI**  
Pelelong Berlesen