



STATE OF SABAH
LAND ORDINANCE 1930, CAP. 68
LAND ENQUIRY NO. 04 OF 2021

BETWEEN

LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM

...CHARGE

AND

ASMALI @ ARMAN BIN ASPALI
(NRIC NO. 520907-12-5135/RF95510)

...CHARGOR

PROCLAMATION OF SALE

PURSUANT to an Order of Sale/Order for Re-Auction by the Assistant Collector of Land Revenue, Lahad Datu made on the application of the Chargee and dated 03rd day of May, 2023, **NOTICE IS HEREBY GIVEN** that the undermentioned land/~~sublease~~ will be sold by public auction on **21st June 2023 (Wednesday)** at **09.30 a.m.** at Land Office, Lahad Datu, Sabah.

DESCRIPTION OF THE LAND REFERRED TO:-

Land Title No.	: CL 115366740
Area	: 104.0 square metres, more or less
The Property Term	: Double-Storey Low Cost Terrace House Intermediate Lot
Locality	: Lot 255, MDLD 2310, Type A, Jalan Silam, Taman Aman 1, Lahad Datu, Sabah
Reserved Price	: RM 197,100.00

All interested bidders are required to register with the Auctioneer appointed by the Assistant Collector of Land Revenue and shall submit the following:-

1. An amount equivalent to **25%** of the Reserved Price.
2. Board of directors' resolution and written authorisation where the bidder is a company bidding through an authorised person. In the auction of native title(s) this provision applies only to the auction of sub-lease(s) over native title(s).
3. Written authorisation where the bidder is acting as a proxy provided that the proxy in the auction of native title(s) shall be another native.

A deposit of **25%** of the Reserved Price to be paid by cashier's order or by bank draft to **Messrs Zainal & Associates**, as agent for the Assistant Collector of Land Revenue immediately after the fall of the hammer and the balance of the purchase price shall be paid within ninety (90) days from the date of auction. Failure to pay the balance as stipulated above will result in forfeiture of the deposit, time being of the essence.

The auction and all bidders shall be subject to the Conditions of Sale, details of which may be obtained from:-

1. Auctioneer : **Johnny Ng & Co**
Lot 41, MDLD 3306, 1st Floor
Fajar Centre, Jalan Sagama
91115 Lahad Datu, Sabah
Tel No. : 089-888262
Fax No. : 089-888252

2. **Messrs Zainal & Associates**
Advocates & Solicitors
Lot No. 57/58, 1st Floor, Block W
One Avenue 3, Bandar Utama, Batu 6
Jalan Utara, 90000 Sandakan, Sabah
Tel No. : 089 – 214 205
Fax No. : 089 – 747 549

3. **Assistant Collector of Land Revenue**
District Land Office Lahad Datu, Sabah
Tel No. : 089 – 887 175
Fax No. : 089 – 880 587

CONFIRMATION OF SALE

At the sale by **PUBLIC AUCTION** [under Section 111 of the Land Ordinance (Cap. 68)] this day of 20..... of the land/sublease comprised in Ms./Mr./Miss was the highest bidder and was declared the Purchaser of the land/sublease so described for the sum of RM and the said Purchaser has paid to **Messrs Zainal & Associates**, as agent of the Assistant Collector of Land Revenue (ACLR) Lahad Datu the sum of RM by way of deposit and agrees to pay the balance of the purchase price and complete this sale in accordance with the attached Conditions of Sale and I, the ACLR confirm the said sale and **Messrs Zainal & Associates**, hereby acknowledge receipt of the said deposit.

Land Enquiry No. : 04 of 2021
Purchase price : RM.....
Deposit paid : RM.....
Balance due : RM.....

1. I,....., hereby acknowledge receipt of the Deposit on behalf of Messrs Zainal & Associates,

.....
(Messrs Zainal & Associates)

2. I, the Purchaser, hereby acknowledge and agree to the above Confirmation of Sale.

.....
Name :
NRIC No. :
Address :

3. I, the Auctioneer, hereby confirm the above Confirmation of Sale.

.....
(signature and company stamp)

4. Confirm by,

.....
Assistant Collector of Land Revenue
District of Lahad Datu



NEGERI SABAH
STATE OF SABAH
LAND ORDINANCE 1930, CAP. 68
LAND ENQUIRY NO. 04 OF 2021

BETWEEN

LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM

...CHARGE

AND

ASMALI @ ARMAN BIN ASPALI
(NRIC NO. 520907-12-5135/RF95510)

...CHARGOR

Land Title No. : CL 115366740, District of Lahad Datu, Sabah
Date of Auction : 21st day of June, 2023 at 09.30 a.m

CONDITIONS OF SALE

1. (a) All interested bidders shall **PRIOR** to the commencement of the auction sale **REGISTER WITH AND DELIVER** an amount equivalent to 25% (in Cashier's Order or Bank Draft) of the reserved price to the Auctioneer appointed by the Assistant Collector of Land Revenue, Lahad Datu and anyone who **FAILS** to do so shall **NOT BE ENTITLED** to bid for the said land. The said amount shall be returned to the unsuccessful bidders **immediately after** the auction.
- (b) All interested bidders are required to register with the Auctioneer appointed by the Assistant Collector of Land Revenue Lahad Datu who shall submit the following:
 - (i) An amount equivalent to 25% of the reserved price.
 - (ii) Board of Directors Resolution and written Authorisation where the bidder is a company bidding through an authorised person.
 - (iii) Written Authorisation where the bidder is acting as proxy.
2. **Subject to** the Reserved Price, the **HIGHEST** bidder being so allowed by the Assistant Collector of Land Revenue Lahad Datu shall be the Purchaser, the Assistant Collector of Land Revenue Lahad Datu having the **right to refuse** any bid. If any dispute shall arise as to the highest bidder, the Assistant Collector of Land Revenue Lahad Datu shall **DECIDE** the dispute.
3. **No bid shall be LESS IN AMOUNT** than the previous bid by a sum to be fixed by the Assistant Collector of Land Revenue Lahad Datu at the time of the sale and no bidding shall be **retracted**.

4. The Assistant Collector of Land Revenue Lahad Datu shall **DESIST** from all further proceedings if the owner tenders to him the amount as stated under Schedule K at anytime **PRIOR** to sale (fall of the hammer).
5. **The Properties (which are valued individually)**, if there shall be more than one, shall **first** be called for sale **enbloc**. If there shall be no bidders, then bids shall be called for **each of the properties separately** and those conditions shall be applied individually to each title.
6. **Immediately after** the fall of the hammer the Purchaser shall pay to **MESSRS ZAINAL & ASSOCIATES** as agent for the Assistant Collector of Land Revenue Lahad Datu **a deposit of 25%** of the amount of the reserved price in **CASHIER'S ORDER or by BANK DRAFT** as part payment thereof and shall **SIGN both the Confirmation of Sale and the Conditions of Sale that are attached together**.
7. (a) **The Balance** of the purchase price shall be paid by the Purchaser **WITHIN NINETY (90)** days from the date of the sale to **MESSRS ZAINAL & ASSOCIATES** as agent for the Assistant Collector of Land Revenue Lahad Datu.
(b) **Notwithstanding** clause 7(a) above, the Assistant Collector of Land Revenue Lahad Datu may at any time **BEFORE** the expiry of the aforesaid period of 90 days, grant extensions of **30 days each** to the Purchaser **PROVIDED THAT** all interest accruing on the Chargor's account for the extended period shall be paid by the Purchaser to the legal firm and **subject to additional conditions** as the Assistant Collector of Land Revenue Lahad Datu deems necessary.
(c) **TIME** wherever mentioned in these conditions shall be of **essence**. The number of days mentioned above shall exclude the day of the auction. In the event the last day falls on the **weekend or public holiday** then the last day of payment shall be on the next Government **WORKING day**.
9. **IN DEFAULT** of payment of the balance of the purchase money **WITHIN** the stipulated period the property shall be put up for sale again. The deposit after defraying the expenses of the sale including the Auctioneer's fee, shall be **FORFEITED** and paid to the Chargee for the credit of the account of the Chargor or the borrower for whose benefit the charge was executed.
10. **As from the time** of the sale, the property described above shall be at the **SOLE RISK** of the Purchaser as regard to loss or damage by fire or through non-occupation or **OTHERWISE**.
11. The Purchaser shall **ADMIT** the identity of the property purchased by him with that comprised in the document of title upon evidence afforded by comparison of the description in the published particulars and the document of title.
12. The property described above is believed and shall be taken to be **correctly described** and is sold subject to all liabilities and rights (if any) subsisting thereover without any obligation arising to define the same respectively and no error, mis-description shall **ANNUL** the sale nor shall any **compensation** be allowed in respect thereof.

13. The property is sold **subject to all OUTGOINGS** affecting the same at the date of purchase **without any OBLIGATION** on the part of the Assistant Collector of Land Revenue Lahad Datu to show the creation of or the title of the present claimant in any outgoing or to apportion any outgoing nor issuing exclusively out of the property sold and **subject also** to existing tenancies and all rights of tenants thereunder (if any) and to all easements and quasi-easements and right of adjoining owners and others over the premises.
14. The **completion** of the purchase shall be **UPON the FULL** payment of the **BALANCE** of the purchase price and the **interest** for the extended **period(s)** (as referred to Paragraph 7(b) hereof) (if any) in respect of the property sold in the time and manner stated above and the said Assistant Collector of Land Revenue Lahad Datu shall **cause a transfer** of the land to the Purchaser in accordance with Rule 14(15) at the Land Rules.
15. The Assistant Collector of Land Revenue Lahad Datu 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 or public purpose but if such encroachments shall be found to exist or if the Government or any local authority has such intention the same shall **NOT annul** the sale nor shall abatement or compensation be allowed in respect thereof.
16. The Purchase price/ money arising from such sale shall be applied **firstly** in the payment of **any rent and fee dues** to the Government, **secondly** in payment of the **expenses and costs** of, and incidental to, the notice, summonses and sale; **thirdly** in the payment of the moneys which may then be **due to or owing to the Chargee subject to** section 21(b) of the Real Property Gain Tax Act, 1976); **fourthly** in payment of subsequent charges, if any, in the order of their priority, and the **surplus, if any**, shall be paid to the **Chargor** or other person entitled thereto.
17. **All costs** of and incidental to the transfer of the property shall be **BORNE** by the **Purchaser** in particular the registration fee for the transfer and the Stamp Duty as referred to paragraph 18.
18. Pursuant to section 18 and 33 of the Stamp Act 1949 any stamp duty payable in respect of the **Order of Transfer by the Assistant Collector of Land Revenue Lahad Datu** (Schedule L) shall be **BORNE** by the successful Purchaser **alone** and shall not be paid out of the proceeds of the auction.
19. All bidders 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 Cap. 68 under which the title to the land is issued. **Neither** the Assistant Collector of Land Revenue Lahad Datu, the Auctioneer nor the Chargee is **OBLIGED** to enquire as to whether the bidder can take a **REGISTERED LEGAL INTEREST** in the property auctioned or whether any covenant or condition in the said title has been performed or has expired or otherwise.

20. The Purchaser is **DEEMED** to be aware of the state, condition and occupancy of the said 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 said property **WITHOUT FULL PAYMENT** being made to Assistant Collector of Land Revenue Lahad Datu **during the stipulated period**. It is **NOT the responsibility/obligation** of the Assistant Collector of Land Revenue Lahad Datu and the Chargee to **DELIVER VACANT possession** of the said land to the Purchaser/Bidder.
21. Pursuant to Land Rule 14(14) **NO OFFICER employed in the LAND OFFICE** or having any duty to perform in connection with the sale shall **either directly or indirectly** bid for, acquire or attempt to acquire any interest in the property offered at such sale.
22. The Valuation report prepared for the Land Enquiry leading to this auction is **confidential** except to the Chargee and the Assistant Collector of Land Revenue Lahad Datu. Neither the Chargee nor the Assistant Collector of Land Revenue Lahad Datu 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 bidder shall be **at his own risk**.
23. The auction is **SUBJECT** to postponement/cancellation by the Assistant Collector of Land Revenue Lahad Datu **PRIOR** to the fall of the hammer for **WHATSOEVER reason** the Assistant Collector of Land Revenue Lahad Datu shall think fit and **no compensation** shall become payable to any intending Bidders arising from such postponement/cancellation.
24. **The Decision** of the Assistant Collector of Land Revenue Lahad Datu in the interpretation of any of the provisions and other matters **PROVIDED FOR HEREIN or otherwise in any dispute** arising between the parties shall be **FINAL**.
25. In the event of **any discrepancy, mis-statement of error** appearing in the various translations of the published particulars the **ENGLISH VERSION** shall prevail if there is one. Otherwise the Assistant Collector of Land Revenue Lahad Datu shall decide the aforesaid matters as per paragraph 24.

This **CONDITION OF SALE** is **PREPARED FOR** and **APPROVED BY THE ASSISTANT COLLECTOR OF LAND REVENUE, LAHAD DATU**.