NEGERI SABAH

APPROVED

Sr DESMOND SIMON
ITAL
ACLR, KOTA
KINABALU

Date: 13/08/2026

LAND ORDINANCE CAP. 68
(SECTION 111)
(Land Enquiry No. 38 of 2025)

BETWEEN

BANK SIMPANAN NASIONAL ..... **CHARGEE**

AND

ALBERT PIUS GANIS ..... **CHARGOR**

Title No. : **010556804**
Date of Auction : **09th September 2026 @ 10:00 AM**

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 Kota Kinabalu 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 Kota Kinabalu 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 a proxy.

2. **Subject to** the Reserved Price, the **HIGHEST** bidder being so allowed by the Assistant Collector of Land Revenue Kota Kinabalu shall be the Purchaser, the Assistant Collector of Land Revenue Kota Kinabalu having the **right to refuse** any bid. If any dispute shall arise as to the highest bidder, the Assistant Collector of Land Revenue Kota Kinabalu 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 Kota Kinabalu at the time of the sale and no bidding shall be **retracted.**

4. The Assistant Collector of Land Revenue Kota Kinabalu shall **DESIST** from all further proceedings if the owner tenders to him the amount as stated under Schedule K at any time **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 these conditions shall be applied individually to each title.

6. **Immediately after** the fall of the hammer the Purchaser shall **PAY** to **ZAINAL & ASSOCIATES,** an agent for Assistant Collector of Land Revenue Kota Kinabalu a **deposit of 25%** of the amount of the Reserve 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 90 days** from the date of the sale to **ZAINAL & ASSOCIATES,** as agent for the Assistant Collector of Land Revenue Kota Kinabalu.

   (b) **Notwithstanding** clause 7(a) above, the Assistant Collector of Land Revenue Kota Kinabalu 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 Kota Kinabalu 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.**

8. **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 that of the borrower for whose benefit the charge was executed.

9. **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**.

10. The Purchaser shall **ADMIT** the identity of the property purchased by him with that comprised in the document of title upon the evidence afforded by a comparison of the description in the published particulars and the document of title.

11. 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.

12. The Property is sold **subject to all OUTGOINGS** affecting the same at the date of the purchase **without any OBLIGATION** on the part of the Assistant Collector of Land Revenue Kota Kinabalu 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** any 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.

13. 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 Kota Kinabalu shall **cause a transfer** of the land to the Purchaser in accordance with Rule 14 (15).

14. The Assistant Collector of Land Revenue Kota Kinabalu 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 any abatement or compensation be allowed in respect thereof.

15. The purchase 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 notices, 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 Gains 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.

16. **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 17.

17. Pursuant to Section 18 and Section 33 of the Stamp Act 1949 any stamp duty payable in respect of the **Order of Transfer by the Assistant Collector of Land Revenue Kota Kinabalu** (Schedule L) shall be **BORNE** by the successful Purchaser **alone** and shall not be paid out of the proceeds of the auction.

18. 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 Kota Kinabalu, 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.

19. 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 the Assistant Collector of Land Revenue Kota Kinabalu **during the stipulated period** . It is **NOT the responsibility/obligation** of the Assistant Collector of Land Revenue Kota Kinabalu and the Chargee to **DELIVER VACANT possession** of the said land to the Purchaser/Bidder.

20. 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.

21. 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 Kota Kinabalu. **Neither** the Chargee nor the Assistant Collector of Land Revenue Kota Kinabalu shall **IN ANY WAY** be responsible or liable for and mis-description, mis-representation, error or ommision in such report. **Any reliance** on the report by the bidder shall be **at his own risk.**

22. The auction is **SUBJECT** to postponement/cancellation by the Assistant Collector of Land Revenue Kota Kinabalu **PRIOR** to the fall of hammer for **WHATSOEVER reason** the Assistant Collector of Land Revenue Kota Kinabalu shall think fit and **no compensation** shall become payable to any intending bidders arising from such postponement/cancellation.

23. The **Decision** of the Assistant Collector of Land Revenue Kota Kinabalu 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**.

24. In the event of **any discrepancy, mis-statement or error** appearing in the various translation of the published particulars the **ENGLISH VERSION** shall prevail if there is one. Otherwise the Assistant Collector of Land Revenue Kota Kinabalu shall decide the aforesaid matters as per paragraph 23.

THIS Conditions of Sale is PREPARED AND APPROVED by the ASSISTANT COLLECTOR OF LAND REVENUE KOTA KINABALU.