IN THE MATTER OF THE MUSHARAKAH MASTER FACILITY AGREEMENT-i, ASSET PURCHASE AGREEMENT-i , ASSEST SALE AGREEMENT-i AND DEED OF ASSIGNMENT ALL DATED THE 01ST OF NOVEMBER 2017

BETWEEN

PUBLIC ISLAMIC BANK BERHAD ... ASSIGNEE
[REGISTRATION NO. 197301001433 (14328-V)]

AND

THOO AI LIN … CUSTOMER/ASSIGNOR
(NRIC NO. 780618-08-6118)

PROCLAMATION OF SALE

PURSUANT TO Musharakah Master Facility Agreement-i, Asset Purchase Agreement-i, Asset Sale Agreement-i, and Deed of Assignment all dated the 01st of November 2017 made herein between the Customer/Assignor and the Assignee and further to the instructions and authorization given by the Assignee to its solicitors, Messrs. C. K. Nar & Co, Lot 10-2, 2nd Floor, Lorong Lintas Plaza 4, Lintas Plaza, Off Jalan Lintas, 88000 Kota Kinabalu, Sabah. IT IS HEREBY PROCLAIMED that the under-mentioned property will be sold by public auction via online bidding on **Tuesday the 24th day of November, 2026 at 2.30 p.m.** at the Auction Venue of PG Act Fast Auction (Sabah) Sdn Bhd at Lot 14, 1st Floor, Block B, Lorong Kayu Manis 1, Damai Plaza, Luyang, 88300 Kota Kinabalu, Sabah

Prospective bidders may submit bids for the Property online via www.eauction2u.com.my. Bidders who intend to submit bids online must register with the auctioneer at least one (1) working day before the auction day for administration and verification purposes.

DESCRIPTION OF THE PROPERTY REFERRED TO:-

Title No:	Individual subsidiary title is yet to be issued. Presently, the subject unit is held under parent title CL 015607057 in the District of Kota Kinabalu, Sabah
The Property:	Unit No. B-12-13, Type B, Floor 12, 1 Borneo Tower B, Jalan Sulaman, 88450 Kota Kinabalu, Sabah.
Description:	A condominium unit with one (1) carpark bay
Floor Area:	83.61 square metres (900 square feet as stated in the Principal Sale & Purchase Agreement), more or less
Reserve Price:	**RM216,513.00**

IMPORTANT NOTICE TO ALL INTENDED BIDDERS

Intended bidders are advised to :-

(1) inspect the subject Property;

(2) conduct an official search on the 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 the terms and conditions of consent as the successful bidder is required to pay all outstanding charges due before 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 & 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.

(7) check and verify whether the sale is subject to any prevailing tax imposed by the Government of Malaysia.

Prior to the commencement of the auction sale, all bidders who are not registered earlier online via www.eauction2u.com.my 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:

1) an amount equivalent to 10% of the Reserve Price ("Bidding Deposit") in the form of a **BANK DRAFT or CASHIER'S ORDER** payable to or drawn only in favour of **Public Islamic 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 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 Reserve Price by way of a **BANK DRAFT or CASHIER'S ORDER** only in favour of **Public Islamic Bank Berhad** and the balance of the purchase money to be settled WITHIN NINETY (90) days from the date of auction sale to **Public Islamic Bank Berhad via RENTAS.**

(b) In the event that the actual **Purchase Price** is higher than the **Reserve Price**, the **Successful Bidder** shall immediately after the fall of the hammer remit to the Assignee a sum equivalent to the difference between the **Bidding Deposit** and 10% of the actual Purchase Price either in cash or by way of a valid bank draft or cashier's order drawn in favour of **Public Islamic Bank Berhad** which together with the Bidding Deposit will form the **Purchase Price 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 Purchase Price is excluding the same. The successful bidder shall, therefore, be liable to pay the same (if any)**.

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

Online bidders are further subject to the Terms & Conditions on www.eauction2u.com.my .

The auction and all bidders shall also 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, 1st Floor, Block B

   Lorong Kayu Manis 1, Damai Plaza, Luyang

   88300 Kota Kinabalu, Sabah

   Tel No. (088) 387711, 016-7226667

   Our ref: AFSB/245/PBB

2. Solicitors:-

   Messrs. C K Nar & Co

   Advocates & Solicitors

   Lot 10-2, 2nd Floor, Lorong Lintas Plaza 4,

   Lintas Plaza, Off Jalan Lintas,

   88300 Kota Kinabalu, Sabah.

   Tel No. (088) 218138 / 218178