

PROCLAMATION OF SALE

MOTOR VEHICLES

FOR SALE BY PUBLIC AUCTION

ON 19TH JANUARY, 2018 (FRIDAY) @ 3.00 PM (AFTERNOON)
VENUE: AUCTION ROOM, PROPERTY AUCTION HOUSE SDN BHD
NO. 15 & 16, 1ST FLOOR, LEBUH SUNGAI PINANG 5 (KARPAL SINGH DRIVE), 11600 PENANG
TEL: 04-2820525 / 04-2820527
www.autoauction.com.my

LEGAL OWNER: CIMB BANK BERHAD (13491-P) / CIMB ISLAMIC BANK BERHAD (671380-H)

Lot No	Registration No	Make & Model	Year of Make	Registration Card (Yes/No)	Remarks	Puspakom Results (VR-1)	Engine Number	Chassis Number	Reserve Price (RM)
STORE YARD : FOCAL PARK ALOR SETAR - LOT 138A, BATU 5, JALAN LANGGAR, 05400, ALOR SETAR, KEDAH (04) 787 7972 VIEWING DATE : 17 TH & 18 TH JANUARY 2018 (10.00 AM - 4.00 PM)									
N101	KBS3447	NAZA RIA 2.5	2005	NO		VR-1 NOT DONE	K5-103605	MZMUP7523EG008897	4,800.00
N102	KCN9478	PROTON PERDANA 2.0	2008	YES		VR-1 NOT DONE	6A12CC7934	PL1E54ARR8B077495	7,700.00
N103	KDR2295	PROTON EXORA 1.6	2013	YES		VR-1 NOT DONE	S4PHTW7170	PL1FZ6YDREF125909	25,000.00
N104	MCL2419	PERODUA MYVI 1.3	2013	NO		VR-1 NOT DONE	T22A42T	PM2M602S002137520	19,500.00
N105	WB4008Q	PROTON SAGA FLX 1.3	2015	NO		VR-1 NOT DONE	S4PEUR5809	PL1BT3STRFB507018	12,000.00
N106	KEB8023	PERODUA ALZA 1.5	2015	NO		VR-1 NOT DONE	G37B49F	PM2M502G002252137	34,400.00
N107	PFT8818	PROTON PERDANA 2.0	2003	NO		VR-1 NOT DONE	6A12-BQ4714	PL1E54ARR4B058517	3,850.00
N108	WYB4729	TOYOTA ESTIMA 2.4	2008/2013	NO		VR-1 NOT DONE	2AZF158568	ACR50-7063218	72,300.00
N109	KDL9976	PERODUA VIVA 1.0	2013	NO	ENGINE FAILED	VR-1 FAILED	L87B97A	PM2L251S002207290	9,400.00
N110	W7421T	PROTON EXORA 1.6	2014	NO		VR-1 NOT DONE	S4PHTZ7512	PL1FZ6YDREF131771	27,100.00
STORE YARD : FOCAL PARK IPOH - PT 51683, JALAN JELAPANG, KAWASAN PERINDUSTRIAN TAMAN MERU, 30020 IPOH, PERAK (05) 529 3972 VIEWING DATE : 17 TH & 18 TH JANUARY 2018 (10.00 AM - 4.00 PM)									
N201	WLY1302	PROTON WAJA 1.6	2004	NO		VR-1 NOT DONE	4G18P-LN5823	PL1CF1SRR4F196203	4,800.00
N202	WCX7611	TOYOTA COROLLA 1.6	1992	YES		VR-1 NOT DONE	4AK147639	AE1019020335	4,750.00
N203	WNF7411	NAZA CITRA 2.0 A	2005	NO		VR-1 NOT DONE	G4GC5H313408	PNAKB3L035G005382	4,800.00
N204	WMJ9987	PERODUA KENARI 1.0	2004	NO		VR-1 NOT DONE	A303667	PM2L902S002078347	5,800.00
N205	ACL6660	PEUGEOT 308 1.6	2013	YES		VR-1 PASSED	10FHCJ1521846	VF34C5F59CS116022	18,800.00
N206	AHC5087	PROTON PERSONA 1.6	2010	NO		VR-1 NOT DONE	S4PHQI0240	PL1CM6SNRAG284424	8,950.00
N207	WVM9607	PROTON PERSONA ELEGANCE 1.6	2011	NO		VR-1 PASSED	S4PHRJ2113	PL1CM6SNRBG347289	11,000.00
N208	KCD3841	PROTON GEN 2 1.3	2007	NO		VR-1 NOT DONE	S4PENK2860	PL1CM3LRR7G106825	3,550.00
N209	AFU4713	PROTON SATRIA NEO 1.6	2006	YES		VR-1 PASSED	S4PHND3326	PL1BS6MNR7G004675	5,800.00
N210	AJQ5328	PROTON PERSONA ELEGANCE 1.6	2014	YES		VR-1 NOT DONE	S4PHUA9680	PL1CM6SNREG427422	14,400.00
N211	W8624Y	PERODUA VIVA 660	2014	NO		VR-1 NOT DONE	J21A66E	PM2L250S002041256	8,500.00
N212	AJS6158	PROTON EXORA 1.6	2014	NO		VR-1 NOT DONE	S4PHUD4384	PL1FZ6YDREF134626	26,400.00
N213	AJS8537	PERODUA VIVA 1.0	2014	NO		VR-1 NOT DONE	L71B14E	PM2L251S002244602	13,700.00
N214	AFP3487	TOYOTA VIOS 1.5	2005	NO		VR-1 NOT DONE	1NZ-X328194	PN153HY4208043359	17,600.00
N215	PMK7019	PROTON SAGA FLX 1.3	2016	YES		VR-1 NOT DONE	S4PEUY3384	PL1BT3STRGB531691	13,600.00
N216	AKJ6373	PERODUA AXIA 1.0	2016	NO		VR-1 NOT DONE	H27B51J	PM2B200S003167599	23,400.00
N217	WMU4627	TOYOTA VIOS 1.5	2003	YES	ENGINE CHANGE.	VR-1 FAILED	1NZ-X026124	PN153HY4208000329	10,500.00
N218	WLW6633	KIA OPTIMA 2.0	2004	NO		VR-1 NOT DONE	G4JP-4040991	KNAGD222345331936	4,000.00
N219	AEQ4245	PROTON WAJA 1.6	2002	YES		VR-1 NOT DONE	4G18P-KD6251	PL1CF1SRR3F114294	3,550.00
N220	AGP5372	PROTON SAGA 1.3	2008	NO		VR-1 NOT DONE	S4PEPJ3662	PL1BT3SNR9B050820	4,500.00
N221	WNJ4740	PROTON WIRA 1.5	2005	NO		VR-1 NOT DONE	4G15P-MG0540	PL1C97SNR5B073852	5,000.00
N222	WVG8094	PROTON GEN 2 1.6	2004	NO		VR-1 NOT DONE	S4PHLS0095	PL1CM6LRR5G017236	3,850.00
STORE YARD : NILAI POPULAR BTW - LOT 392, JLN BAGAN DALAM, 12100 BUTTERWORTH, PENANG (04) 310 6887 VIEWING DATE : 17 TH & 18 TH JANUARY 2018 (10.00 AM - 4.00 PM) & 19 TH JANUARY 2018 (10.00 AM - 1.00 PM)									
N301	AJH3760	PERODUA ALZA 1.5	2013	NO		VR-1 NOT DONE	G14A99S	PM2M502G002141368	25,000.00
N302	PLJ6803	NISSAN TEANA 200 XE 2.0L	2013	NO		VR-1 NOT DONE	MR20032129R	PN8BDUJ32TCA15175	44,800.00
N303	JPY1201	PROTON PERSONA ELEGANCE 1.6	2014	NO		VR-1 NOT DONE	S4PHUA9499	PL1CM6RREG426107	17,600.00
N304	WSS5590	PROTON SATRIA NEO 1.6	2009	NO	DIFFER PLATE NO.	VR-1 PASSED	S4PHPU3681	PL1BS6MRR9G021555	8,700.00
N305	PLR4217	PERODUA MYVI 1.3	2014	NO		VR-1 NOT DONE	T96B14A	PM2M602S002190659	20,800.00
N306	BMV1375	PROTON PERSONA 1.6	2014	NO		VR-1 NOT DONE	S4PHUE0808	PL1CM6SRREG435530	15,000.00
N307	PLV7656	FORD RANGER 2.2 XLT 4X4	2014	NO		VR-1 NOT DONE	P4AT1207238	MNBLMFF80FW305373	40,300.00
N308	PMB9135	PROTON PREVE 1.6	2015	NO		VR-1 NOT DONE	S4PHUR2551	PL1CR6STRFG060482	24,400.00

Lot No	Registration No	Make & Model	Year of Make	Registration Card (Yes/No)	Remarks	Puspakom Results (VR-1)	Engine Number	Chassis Number	Reserve Price (RM)
N309	JNX6710	PROTON PREVE 1.6	2012	NO		VR-1 NOT DONE	S4PHTC7053	PL1CR6STRDG018631	20,800.00
N310	PKQ8303	NISSAN SENTRA 1.6	2012	NO		VR-1 NOT DONE	QG16C038905	PN8CFAN16TCC64538	26,400.00
N311	AJC4584	PERODUA MYVI 1.3	2012	NO		VR-1 NOT DONE	T22A95J	PM2M602S002074042	20,800.00
N312	JPY2748	PERODUA ALZA 1.5	2014	NO		VR-1 NOT DONE	G08485X	PM2M502G002179307	35,000.00
STORE YARD : MNH HOLDING SDN BHD - 12307K, KAW PERINDUSTRIAN BATU RAKIT, 21020, KUALA TERENGGANU (09) 623 6684 VIEWING DATE : 15TH & 16TH JANUARY 2018 (10.00 AM - 4.00 PM)									
N401	AFH6340	SSANGYONG REXTON RX 280	2005	NO		VR-1 NOT DONE	S6592522510248	KPTH081FS5P170337	5,150.00
N402	BGE5578	NISSAN SERENA 2.0	2001	NO	ENGINE CHANGE	VR-1 FAILED	SR20-403271B	EAAC24-A00090	8,100.00
N403	WKH7800	PROTON WAJA 1.6	2002	NO		VR-1 NOT DONE	4G18PKE0291	PL1CF1SRR1F115310	4,400.00
N404	TBJ2484	PROTON PERSONA ELEGANCE 1.6	2012	NO		VR-1 NOT DONE	S4PHTJ0177	PL1CM6SNRDG402753	12,800.00
N405	TBJ3472	PROTON SAGA FLX 1.3	2013	NO		VR-1 NOT DONE	S4PETK6516	PL1BT3SNRDB367109	8,800.00
N406	JNV9710	PROTON PERSONA ELEGANCE 1.6	2012	NO		VR-1 NOT DONE	S4PHTC7548	PL1CM6SRRDG393124	13,500.00
N407	TAP8609	PROTON PERSONA 1.6 A	2007	NO		VR-1 NOT DONE	S4PHNP0944	PL1CM6SRR8G113553	7,300.00
N408	WSH4444	TOYOTA ALPHARD 3.0	2004/2009	NO		VR-1 NOT DONE	1MZ*4644523	MNH10-0016359	36,000.00
N409	WPA6484	PROTON GEN 2 1.6	2006	YES		VR-1 NOT DONE	S4PHMY8565	PL1CM6LNR6G081811	5,150.00
N410	PGH2616	TOYOTA UNSER 1.8	2005	NO		VR-1 NOT DONE	7K-0761778	PN111KF8104060986	11,600.00
STORE YARD : FOCAL PARK SDN BHD KOTA BAHRU - LOT PT 4195, PETAK 40, BLOK H, KAWASAN PERINDUSTRIAN PENGKALAN CHEPA II, 16100 KOTA BAHRU, KELANTAN (09) 7747 972 VIEWING DATE : 15TH & 16TH JANUARY 2018 (10.00 AM - 4.00 PM)									
N501	DCL2318	PERODUA ALZA 1.5	2014	NO		VR-1 NOT DONE	G72A50V	PM2M502G002175603	35,000.00
N502	DBM4212	CHERY EASTER 2.4	2009	NO		VR-1 NOT DONE	4G64S4MSGQ0850	PRHDB24879D001071	8,500.00
Next Auction Date: 9th February 2018 (3.00 pm) (Friday)									

CONDITIONS OF SALE

1. THIS SALE is made by * **CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD (“Owner”)** in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement / Hire Purchase-i Agreement (the date(s) as appearing in the Proclamation of Sale) executed by (“Hirer”) as appearing in the Proclamation of Sale) in favour of the Owner and is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.
* To delete the non-applicable bank entity
2. **The vehicle is sold on an “as is where is” basis.**
3. All intending bidders are required to deposit with the Auctioneer a sum of **RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) (“Deposit”) together with buyers premium of RM530.00 (if the Purchase Price is above RM5,000.00) or RM 265.00 (if the Purchase Price is RM5,000.00 and below) (inclusive of 6% GST) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft** in favour of the Auctioneer prior to the auction sale. Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Owner to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is also not allowed to bid or to act as an agent.
4. Subject to the Reserve Price together with Goods and Services Tax (“GST”) (whenever applicable), the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (**“Successful Purchaser”**) and the Auctioneer and /or the Owner shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Owner's consent, at his own discretion determine the dispute or re-conduct the auction sale at the last disputed bid or may withdraw the Vehicle from the auction sale.
5. No bid shall be less than the last previous bid at a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder before the fall of the hammer, the Deposit of **RM1,000.00 or RM5,000.00** as the case maybe, shall be forfeited by the Owner and the vehicle shall at the option of the Owner be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date at the instruction of the Owner.
6. The price after the close of bidding shall be known as **“Purchase Price”**.
7. Immediately after the fall of the hammer, the deposit pursuant to Clause 3 above shall be treated as part payment to the Purchase Price and the Successful Purchaser shall sign the Memorandum of Contract attached to this Condition of Sale.
8. In the event that the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 3 herein shall be forfeited by the Owner and the vehicle shall forthwith be put up for sale again or the Owner may decide to adjourn the auction sale to another date.
9. The balance of the Purchase Price shall be paid in full by the Successful Purchaser within **five (5) working days** from the date of auction sale to the Owner (**“Expiry Date”**). However, the period of five (5) working days may be extended by the Owner at its absolute discretion upon written request by the Successful Purchaser before Expiry Date provided always that the Successful Purchaser shall pay the Owner late payment charges to be determined by the Owner at its absolute discretion on or before the extended expiry date.
10. In default of such payment of the balance of purchase price or late payment charges (if applicable) within the time and in the manner as stipulated in Clause 9 above, the Deposit paid pursuant to Clause 3 above shall be forfeited by the Owner and the vehicle may be put up for sale by the Owner at its sole discretion.
11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and late payment charges (if applicable), the Owner shall deliver to the respective store yard for the Successful Purchaser to collect the duly executed transfer document and the original registration card of the vehicle, if the same is in the possession of the Owner.
12. Time shall be the essence of this contract of sale.
13. Any request for refund of monies (which is limited only to the following reasons) paid by the Successful Purchaser shall be allowed provided a written request together with supporting documents (contract note, JPJ search, etc.) is submitted to Owner within 30 days from the auction date:-
 - (a) Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered,

- (b) Information on the model of vehicle and year of manufacture are wrongly declared and do not match the information on the registration card,
- (c) Transfer of ownership cannot be registered due to Police Bond, JPJ Blacklisted other than traffic summons.
- (d) Only the [Purchase Price] will be refunded by Owner whereas the buyer's premium will be refunded by Auctioneer. Other cost including but not limited to repair, spray-painting, towing, etc. will not be claimable by the Successful Purchaser.

14. For avoidance of doubt, **strictly NO REFUND SHALL BE ENTERTAINED FOR: -**

- (a) Claim for refund which is not submitted within thirty (30) days from the date of auction.
- (b) Transfer of ownership which cannot be registered due to traffic summons.
- (c) Vehicle with VR-1 "LULUS BERSYARAT" report which includes but not limited to pillar cut, change of engine, former usage as taxi, parts missing irrespective of whether the vehicle's condition is declared or not during the auction.
- (d) Defects were found after the vehicle was released from the store yard notwithstanding the PUSPAKOM VR-1 inspection has failed,
- (e) Vehicle was taken out from the store yard without prior PUSPAKOM VR-1 inspection at the Owner's panel storeyard.
- (f) In the event custom duty on the vehicle was not paid.

Note: The PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.

15. The Successful Purchaser's claim for refund shall only be limited to the Purchase Price paid for the Vehicle. The Purchase Price and the Buyer's Premium shall be refunded to the Successful Purchaser. The Successful Purchaser shall have no further claims against the Owner and/or the Auctioneer. The Owner and/or the Auctioneer shall not be liable for any consequential damages/ losses of whatsoever nature suffered by the Buyer.

16. The Successful Purchaser admits and confirms that:

- (a) he has inspected the vehicle and tendered his bid with full knowledge/notice of the actual state and condition of the vehicle and purchases the vehicle on an "as is where is" basis and shall not be entitled to terminate his purchase or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of any misdescription of the condition, state and other aspects of the vehicle;
- (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Owner, the Auctioneer and/or the Assignee/ Lender/ Financier's Solicitors;
- (c) As from the time of the sale of the vehicle, the vehicle shall be at the sole risk of the Successful Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring.

17. The Owner gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale as to the state or condition of the vehicle other than that the Owner is the lawful and beneficial assignee of the vehicle. Save as aforesaid, no representation/ warranty is made by or implied against the Owner in respect of the vehicle and all matters in relation hereto.

18. The Owner is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Owner to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.

19. The Owner disclaims all liability in any informal communication between the Successful Purchaser and the Owner before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the vehicle and the sale herein.

20. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.

21. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the vehicle shall pass to the Successful Purchaser on the date of auction sale.

22. The Owner reserves the right to impose such additional terms and conditions in respect of the sale of the vehicle as the Owner deems fit from time to time by giving prior notice of 14 calendars days.

23. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/ or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Owners shall determine such ambiguity or inconsistency and the Owner's decision shall be final and binding.

24. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
25. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
26. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.
27. The Auctioneer shall have the liberty to postpone, call-off or adjourn the public auction at any material time without having to provide any reasons or grounds whatsoever.
28. The Reserve Price and the Purchase Price of the vehicle are inclusive of GST (whenever applicable).

MAIN TERMS & CONDITIONS

Prior to the auction sale, all intending bidders are required to deposit with the Auctioneer a sum of RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) ("Deposit") together with buyers premium of RM530.00 (if the Purchase Price is above RM5,000.00) or RM265.00 (if the Purchase Price is RM5,000.00 and below) (inclusive of 6% GST) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft in favour of **PROPERTY AUCTION HOUSE SDN. BHD.** For payments via credit card a service charge of 2.5% will be imposed. **No personal cheques will be accepted.**

The balance of the purchase price shall be paid in full by the Purchaser within five (5) working days from the date of auction sale to the Legal Owner. All expenses incurred in respect of the ownership transfer shall be borne by the Purchaser.

The reserve price display and final bid (selling) price is inclusive of GST 6% for the vehicle subject to GST.

All vehicles are sold on an **"AS IS WHERE IS"** BASIS and subject to the **CONDITIONS OF SALE.**

Be sure to inspect the vehicles before bidding and no inspection is allowed during or after the auction.

All intending bidders are advised to inspect the conditions of the vehicles and conduct their own JPJ, PDRM (Police search) prior to the auction sale.

No document is given for vehicles cuts & joint.

IF, Puspakom (VR-1) inspection is not done, successful bidder has to arrange for Puspakom VR-1 inspection on their own.

All successfully sold vehicles must have the inspection (VR1) by Puspakom before release from store yard.

NO REFUND shall be entertained for Puspakom VR 1 "Lulus Bersyarat", VR 1 "Gagal" due to engine changed and vehicles "Blacklisted" by the relevant authorities.

All details of the vehicles as listed in this POS are subject to change by the Legal Owner.

FOR FURTHER PARTICULARS AND CONDITIONS OF SALE PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG ON TO www.autoauction.com.my

PROPERTY AUCTION HOUSE SDN. BHD. (187793X)

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PATRICK WONG KOON MENG

DAVID THONG KIN KEONG

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