

# PROCLAMATION OF SALE

## MOTOR VEHICLES

### FOR SALE BY PUBLIC AUCTION

#### PROPERTY AUCTION HOUSE SDN. BHD.

ON 17TH NOVEMBER, 2017 (FRIDAY) @ 3.00 PM

VENUE: AUCTION ROOM, NO. 98, JALAN WIJAYA,

CENTURY GARDEN, 80250 JOHOR BAHRU, JOHOR

Tel : 07-3336226, 07-3333226

www.autoauction.com.my

#### LEGAL OWNER: CIMB BANK BERHAD (13491-P)

Lot No	Registration No	Make & Model	Year of Make	Registration Card (Yes/No)	Remarks	Puspakom Results (VR-1)	Engine Number	Chassis No	Reserve Price (RM)
<b>STORE YARD : KSL JB - LOT 3065, JALAN SKUDAI, TAMAN IMPIAN SKUDAI, 81300 SKUDAI JOHOR BAHRU (TEL NO: 07-5548102 / 5548300)</b>									
<b>VIEWING DATE : 15TH &amp; 16TH NOVEMBER, 2017 (10.00AM - 4.00PM) &amp; 17TH NOVEMBER, 2017 (10.00AM - 1.00PM)</b>									
S101	WPS6369	BMW X5	2001/2006	PENDING CONFIRMATION		PENDING INSPECTION	33069979306S3	WBAFA52040LM48044	<b>30,400.00</b>
S102	JQC4460	HONDA CITY 1.5	2009	PENDING CONFIRMATION		PENDING INSPECTION	L15A71504922	PMHGM26409D104929	<b>23,200.00</b>
S103	JKD1662	PERODUA MYVI 1.3	2007	PENDING CONFIRMATION		PENDING INSPECTION	K3-0593561	PM2M301S002112234	<b>8,800.00</b>
S104	JQM3243	PERODUA MYVI 1.5	2014	PENDING CONFIRMATION		PENDING INSPECTION	R21A25N	PM2M603S002110613	<b>26,000.00</b>
S105	JLQ9696	PROTON EXORA 1.6	2009	PENDING CONFIRMATION		PENDING INSPECTION	S4PHPU5040	PL1FZ6YR9F003568	<b>16,800.00</b>
S106	JRH5501	PROTON PREVE 1.6	2015	PENDING CONFIRMATION		PENDING INSPECTION	S4PHUV1287	PL1CR6STRGG066264	<b>36,400.00</b>
S107	JJ9821	TOYOTA AVANZA 1.3	2005	PENDING CONFIRMATION		PENDING INSPECTION	PA24991	PN2F601M002024957	<b>11,200.00</b>
S108	JJS8602	TOYOTA INNOVA 2.0	2006	PENDING CONFIRMATION		PENDING INSPECTION	1TR6239831	PN111NV4008606860	<b>26,400.00</b>
S109	JKW8182	TOYOTA VIOS 1.5	2008	PENDING CONFIRMATION		PENDING INSPECTION	1NZX730414	PN153HY9307020071	<b>19,500.00</b>
<b>STORE YARD : SHIMFA AUTO MELAKA - LOT 212, BATU 4 1/2, JLN BATU BERENDAM, 75350 MELAKA (TEL NO: 06-3172150 / 3178922)</b>									
<b>VIEWING DATE : 13TH &amp; 14TH NOVEMBER, 2017 (10.00AM - 4.00PM)</b>									
S201	WMW4852	PROTON WAJA 1.6	2005	NO		VR-1 NOT DONE	4G18P-ME0296	PL1CF1SRR5F226075	<b>5,150.00</b>
S202	WTJ7054	VOLVO S40 2.0	2009	YES		PASSED	B4204S3-A00119	PNVMS434BA5490586	<b>24,100.00</b>
S203	MCN4854	PERODUA ALZA 1.5	2014	PENDING CONFIRMATION		PENDING INSPECTION	G71A86Y	PM2M502G002203328	<b>29,300.00</b>
S204	W5896R	PROTON PERSONA 1.6	2014	PENDING CONFIRMATION		PENDING INSPECTION	S4PHUB4558	PL1CM6SRREG428480	<b>22,000.00</b>
S205	WD294C	PROTON SAGA FLX 1.3	2016	PENDING CONFIRMATION		PENDING INSPECTION	S4PEVB4851	PL1BT3STRHB547063	<b>17,000.00</b>
S206	WPJ1986	PROTON SATRIA NEO 1.6	2006	PENDING CONFIRMATION		PENDING INSPECTION	S4PHNE1302	PL1BS6MNR7G005539	<b>8,000.00</b>
S207	WXV4068	TOYOTA HIACE 2.5	2012	PENDING CONFIRMATION	RP INCLUSIVE OF 6% GST	PENDING INSPECTION	2KDU142169	PN1HS02P104010536	<b>30,600.00</b>
<b>STORE YARD : JIONG HUAT MOTOR - NO. 1022, JALAN MERSING, TAMAN SAM HOE, 86000 KLUANG, JOHOR (TEL NO: 07-7721428 / 07-7745428)</b>									
<b>VIEWING DATE : 13TH &amp; 14TH NOVEMBER, 2017 (10.00AM - 4.00PM)</b>									
S301	WLR6328	NAZA RIA 2.5	2004	YES		VR-1 NOT DONE	K5-079577	MZMUP7523DN008711	<b>3,850.00</b>
S302	JPX1624	PROTON SAGA FLX 1.3	2014	PENDING CONFIRMATION		PENDING INSPECTION	S4PETZ6069	PL1BT3STREB431870	<b>13,700.00</b>
S303	JQR8206	PROTON SAGA FLX 1.3	2015	PENDING CONFIRMATION		PENDING INSPECTION	S4PEUN3798	PL1BT3SNRFB496190	<b>13,700.00</b>
<b>STORE YARD : SUCCESS EXHIBITION (1012349-P) - BLOK A JT 3, JALAN TASIK SATU, TAMAN TASIK, 83050 BATU PAHAT, JOHOR (TEL NO: 07-4314252 / 010-5664294)</b>									
<b>VIEWING DATE : 13TH &amp; 14TH NOVEMBER, 2017 (10.00AM - 4.00PM)</b>									
S401	WWF6612	PEUGEOT 308 1.6	2011	YES		VR-1 NOT DONE	10FJBJ1095744	PNAPC2H14BG004254	<b>17,100.00</b>
S402	WPV810	VOLVO S80	2007	NO		VR-1 NOT DONE	B6294TA025279	PNVTR914555412919	<b>13,700.00</b>

STORE YARD : TOO WAREHOUSE JB - LOT 942, BATU 7, 1/4 JALAN KOTA TINGGI, OFF JALAN MASAI, 81100 JOHOR BAHRU (TEL NO: 07-3518261 / FAX NO: 07-3518260)

VIEWING DATE : 15TH & 16TH NOVEMBER, 2017 (10.00AM - 4.00PM) & 17TH NOVEMBER, 2017 (10.00AM - 1.00PM)

S501	JNM5764	BMW 525 I	2005/2012	YES	AP AVAILABLE	PASSED	34263384256S5	WBANA52020B575229	<b>29,900.00</b>
S502	JQG7361	PROTON SAGA 1.3	2014	YES		PASSED	S4PEUG4793	PL1BT3SNREB468883	<b>10,000.00</b>
S503	JQS5992	PROTON SAGA 1.3	2015	NO		VR-1 NOT DONE	S4PEUL8980	PL1BT3SNRFB490494	<b>11,000.00</b>
S504	JFF411	VOLVO S40 2.0	2000	YES		VR-1 NOT DONE	B4204S-1302402	YV1VS17F6Y5-471011	<b>9,000.00</b>
S505	PDN80	HONDA ACCORD 2.0	2005	PENDING CONFIRMATION		PENDING INSPECTION	K20A7-3820605	PMHCM46205D500602	<b>19,200.00</b>
S506	JPC9329	HONDA ACCORD 2.0	2009	PENDING CONFIRMATION		PENDING INSPECTION	R20A31814675	PMHCP16308D504659	<b>30,400.00</b>
S507	JNW2066	PERODUA MYVI 1.3	2006	PENDING CONFIRMATION		PENDING INSPECTION	E37A66G	PM2M301S002063737	<b>10,400.00</b>

**Next Auction Date: 8TH DECEMBER, 2017 @ 3.00 PM**

## MAIN TERMS & CONDITIONS

Prior to the auction sale, all intending bidders are required to deposit with the Auctioneer a sum of **RM1,000.00 (Reserve Price below RM100,000.00) and sum of RM5,000.00 (Reserve Price RM100,000.00 and above) and Buyers premium of RM530.00 (inclusive of 6% GST) per vehicle by cash or bank draft** in favour of **PROPERTY AUCTION HOUSE SDN. BHD. 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 (CIMB Bank Berhad).** 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 (CIMB BANK BERHAD).

FOR FURTHER PARTICULARS AND CONDITIONS OF SALE PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG TO [www.autoauction.com.my](http://www.autoauction.com.my).

**PROPERTY AUCTION HOUSE SDN. BHD. (187793X)**  
**No. 98, Jalan Wijaya, Century Garden,**  
**80250 Johor Bahru, Johor**  
**Tel : 07-3336226, 07-3333226**  
**Fax : 07-3316226**

**ALI AKBAR BIN MOHAMAD TAHIR**  
**LICENSED AUCTIONEER**

**CIMB BANK BERHAD**

**HOTLINE: 1 300-88-0811 or LOG ON TO [apmart.cimbbank.com.my](http://apmart.cimbbank.com.my)**

## CONDITIONS OF SALE

- 1 **THIS SALE OF VEHICLES** as listed in the Proclamation of Sale is made by **PROPERTY AUCTION HOUSE SDN BHD** (hereinafter called "**the AUCTION HOUSE**") as agent for **CIMB BANK BERHAD** (hereinafter referred to as "**CIMB**") is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.
- 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 (Reserve Price below RM100,000.00) and sum of RM5,000.00 (Reserve Price RM100,000.00 and above)** and **Buyers premium of RM530.00 (inclusive of 6% GST) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft** in favour of **PROPERTY AUCTION HOUSE SDN BHD** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer an authority letter to state that he is acting on behalf of another person, body corporate or firm, prior to the auction sale.
- 4 Subject to the Reserve Price, the highest bidder, being so allowed by the Auctioneer, shall be the Purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the vehicle shall, at the option of the Auctioneer be put up again for sale and re-sold or the Auctioneer may decide the dispute.
- 5 No bid shall be less in advance of the last previous bid than 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 (Reserve Price below RM100,000.00) and sum of RM5,000.00 (Reserve Price RM100,000.00 and above) shall be forfeited** to the Auction House (credited to the account of CIMB) and the vehicles shall at the option of the Auction House be put up for sale again or the Auction House may decide to adjourn the auction sale to another date.
- 6 Immediately after the fall of the hammer, the deposit pursuant to Clause 3 above shall be treated as payment of deposit and towards part payment of the purchase price and the Purchaser shall sign the Memorandum at the foot of these conditions.
- 7 In the event that the Purchaser fails to sign the Memorandum, the deposit paid pursuant to Clause 3 herein shall be forfeited by the Auction House (credited to the account of CIMB) and the vehicle shall forthwith be again put up for sale. The deficiency in price (if any), which may result from a re-sale or the purchase money if there is no re-sale 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 within **five (5) working days** from the date of auction sale to the Legal Owner. However, the period of five (5) working days may be extended by the Legal Owner at its absolute discretion upon written request by the Purchaser before expiry date provided if any extension is granted, the Purchaser shall pay the Legal Owner late penalty charge to be determined by the Legal Owner at its absolute discretion on or before the extended expiry date.
- 9 In default of such payment of the balance of purchase price or late penalty charge for any extension of time which may be granted for the payment of the balance purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clause 3 above shall be forfeited by the Legal Owner and the vehicle may be put up for sale by the Legal Owner 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 resale shall be recoverable from the defaulting Purchaser as the case may be.
- 10 Upon full payment of the balance of the purchase price in accordance with Clause 8 above and late penalty charge (if any) payable in respect of the extension of time granted thereunder, the Legal Owner shall deliver to the Purchaser the duly executed Transfer and the Original Registration Card, if available.
- 11 Any request for refund of monies paid by the bidders shall be allowed provided a written request is submitted to CIMB Bank Berhad within 30 days from the auction date and further subject to :-
  - (a) Supporting documents (contract note, JPJ search, etc) to be attached,
  - (b) Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered,
  - (c) Model of vehicle and year of manufacture is wrongly declared,
  - (d) Transfer of ownership cannot registered due to Police Bond, JPJ Blacklisted other than traffic summons.
  - (e) Only the auction price will be refunded by CIMB BANK BERHAD. The Auction Premium will be refunded by Auction House. Other cost like repair, spray-painting, towing, etc will not be refunded.
- 12 **NO REFUND SHALL BE ENTERTAINED FOR:-**
  - (a) Claim for refund is not submitted within thirty (30) days from the date of auction,
  - (b) Transfer of ownership cannot be registered due to traffic summons and hirer deceased case,
  - (c) Vehicle with VR-1 "LULUS BERSYARAT / GAGAL" report which includes pillar cut, engine changed, ex-taxi, parts missing etc irrespective of the vehicle's condition declared in the auction list or not,
  - (d) The defects were found after the vehicle released out from the store yard even with failed PUSPAKOM VR-1 inspection,
  - (e) Vehicle taken out from the store yard without prior PUSPAKOM VR-1 inspection at our panel store yard.
  - (f) In the event that the transfer cannot be affected due to traffic offences or summons not paid to the relevant authorities, Legal Owner or the Auction House will not entertain nor be responsible for the refund.
  - (g) In the event custom excise is not paid.

Note : For every successful bidder, the PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.
- 13 The Purchaser shall admit the identity of the vehicle purchased by him with that comprised in the muniments offered by the Auction House.
- 14 The vehicle is believed and shall be taken to be correctly described and the Purchaser shall be deemed to have full knowledge of the state and conditions of the vehicle and no error, mis-statement or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
- 15 The Purchaser after the payment of the balance of the purchase price in full together with late penalty charge (if any) shall at his own cost and expenses take possession of the vehicle without obligation on the part of the Auction House, the Auctioneer or their respective servants or agents.
- 16 For the purpose of these conditions the time allowed by the conditions for the payment of the balance of the purchase money (namely 5 working days) shall be deemed to be the essence of the contract.
- 17 The Purchaser is deemed to have made independent checking and verification as regards to particulars of vehicles with all relevant authorities to his satisfaction and no express representation as regards the accuracy of the particulars of the vehicle is made and the Auction House and the Auctioneer disclaims liability for representations made.
- 18 The Auction House shall be at liberty to postpone, call-off or adjourn the public auction at any material time without having to provide any reasons or grounds whatsoever.
- 19 **The reserve price display and final bid (selling) price is inclusive of GST 6% for the vehicle subject to GST.**