

# PROCLAMATION OF SALE

## MOTOR VEHICLES

### FOR SALE BY PUBLIC AUCTION

### PROPERTY AUCTION HOUSE SDN. BHD.

ON 19TH JANUARY, 2018 (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) / 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 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 : 17TH &amp; 18TH JANUARY, 2018 (10.00AM - 4.00PM) &amp; 19TH JANUARY, 2018 (10.00AM - 1.00PM)</b>									
S101	JRB4738	BMW 735 I	2003/2008	NO		VR-1 NOT DONE	55092689N62B36A	WBAGL4208DD78666	<b>16,800.00</b>
S102	JHJ1090	CHEVROLET OPTRA 1.6	2003	NO		PASSED	F16D3012078K	KLANA196E4H103619	<b>2,880.00</b>
S103	JNE4300	PERODUA VIVA 850	2011	NO		VR-1 NOT DONE	K52A89N	PM2L252S002117526	<b>6,000.00</b>
S104	JKB9796	PROTON GEN 2 1.6	2006	NO		VR-1 NOT DONE	S4PHNE7127	PL1CM6LNR6G086889	<b>4,650.00</b>
S105	JNG5489	PERODUA VIVA 1.0	2011	NO		VR-1 NOT DONE	L14A57U	PM2L251S002162064	<b>9,600.00</b>
S106	JJL5803	PROTON GEN 2 1.6	2005	NO		VR-1 NOT DONE	S4PHMR3133	PL1CM6LRR6G062800	<b>3,920.00</b>
S107	JJP7080	PROTON WAJA 1.6	2006	NO		VR-1 NOT DONE	S4PHMW3210	PL1CF1SRR6F260662	<b>5,250.00</b>
S108	JJJ9821	TOYOTA AVANZA 1.3	2005	YES		VR-1 NOT DONE	PA24991	PN2F601M002024957	<b>7,300.00</b>
S109	WTX9463	PROTON SAGA 1.3	2010	NO		VR-1 NOT DONE	S4PEQM4108	PL1BT3SRRAB172719	<b>8,000.00</b>
S110	JMV6601	PROTON PERSONA 1.6	2011	NO		VR-1 NOT DONE	S4PHRE3050	PL1CM6SRRBG337284	<b>11,600.00</b>
S111	JNR1463	PROTON EXORA 1.6	2012	NO		VR-1 NOT DONE	S4PHRU9730	PL1FZ6YNRCF081882	<b>19,200.00</b>
S112	JKJ9970	PERODUA MYVI 1.3	2007	NO		VR-1 NOT DONE	E30A84S	PM2M301S002142106	<b>11,200.00</b>
S113	JLS24	MERCEDES BENZ C200	2010/2014	NO		VR-1 NOT DONE	27186030087019	WDD2040482A410160	<b>60,000.00</b>
S114	JQP8177	PROTON PERSONA 1.6	2014	NO		VR-1 NOT DONE	S4PHUL4731	PL1CM6SNRFG447567	<b>20,800.00</b>
S115	JJY8078	TOYOTA VIOS 1.5	2006	NO		VR-1 NOT DONE	1NZX466753	PN153HY4208061670	<b>19,200.00</b>
S116	JRC1017	MITSUBISHI LANCER 2.0	2015	NO		VR-1 NOT DONE	4B11PY8173	JM5YTCY4AFU001299	<b>58,000.00</b>
S117	JLN2739	NAZA CITRA 2.0	2009	YES		VR-1 NOT DONE	G4GC8H364200	PNAKB3L038G043223	<b>6,900.00</b>
S118	JKD1662	PERODUA MYVI 1.3	2007	YES		VR-1 NOT DONE	K3-0593561	PM2M301S002112234	<b>5,760.00</b>
S119	WPS6369	BMW X5	2001/2006	YES	A.P AVAILABLE	VR-1 NOT DONE	33069979306S3	WBFAA52040LM48044	<b>19,800.00</b>
S120	JPC1581	PERODUA ALZA 1.5	2012	YES		PASSED	G07A34P	PM2M502G002119581	<b>19,200.00</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 : 15TH &amp; 16TH JANUARY, 2018 (10.00AM - 4.00PM)</b>									
S201	JKV6547	PERODUA MYVI 1.3	2008	NO		VR-1 NOT DONE	E39B32A	PM2M301S002201718	<b>12,800.00</b>
S202	AGC1122	VOLKSWAGEN GOLF GTI 2.0	2007	NO		VR-1 NOT DONE	BWA085312	WWWZZZ1KZ7U022487	<b>42,000.00</b>
S203	DBY5813	PROTON PERSONA 1.6	2012	NO		PASSED	S4PHRU0616	PL1CM6SRRCG376620	<b>12,200.00</b>
S204	MCJ860	PROTON SAGA 1.3	2013	NO		VR-1 NOT DONE	S4PETM0526	PL1BT3SNRDB370165	<b>11,000.00</b>
S205	JPL4987	PROTON SAGA 1.3	2013	NO		VR-1 NOT DONE	S4PETR0125	PL1BT3STRDB391719	<b>12,400.00</b>
S206	MCK6540	PROTON EXORA 1.6	2013	YES		PASSED	S4PHTK7031	PL1FZ6YNRDF108349	<b>22,500.00</b>
S207	JRB7428	TOYOTA ALTIS 1.8	2005	NO	ENGINE CHANGED	FAILED	1ZZ4511633	PN153ZEC208405652	<b>15,100.00</b>
S208	MBU3998	CHERY B14 2.4	2009	NO		PASSED	4G64S4M*SGN9386*	PRHDB24B79D000731	<b>9,300.00</b>
S209	CBS5656	PERODUA MYVI 1.3	2006	NO		VR-1 NOT DONE	E06A93D	PM2M301S002030819	<b>10,400.00</b>
S210	WTG4138	PROTON SAGA 1.3	2009	NO		VR-1 NOT DONE	S4PEQC8864	PL1BT3SRRAB134921	<b>5,800.00</b>
S211	HBB4639	PROTON EXORA 1.6	2013	NO	DUTY NOT PAID, RP inclusive of 6% GST	PASSED	S4PHTW9968	PL1FZ6ENREF126253	<b>20,600.00</b>
S212	MCU8853	PROTON EXORA 1.6	2016	NO		PASSED	S4PHUZ1608	PL1FZ6YDRGF158723	<b>28,700.00</b>
S213	WLT785	CHEVROLET AVEO 1.5	2003	YES		VR-1 NOT DONE	F15S3036978K	KLASA48YE3B121353	<b>2,560.00</b>

STORE YARD : JIONG HUAT MOTOR - NO. 1022, JALAN MERSING, TAMAN SAM HOE, 86000 KLUANG, JOHOR (TEL NO: 07-7721428 / 07-7745428)

VIEWING DATE : 15TH & 16TH JANUARY, 2018 (10.00AM - 4.00PM)

S301	<b>JPL3320</b>	PERODUA VIVA 850	2013	NO		VR-1 NOT DONE	K96A01S	PM2L252S002149513	<b>9,000.00</b>
S302	<b>JNR9603</b>	PERODUA MYVI 1.5	2012	NO		VR-1 NOT DONE	R69A78D	PM2M603S002038011	<b>18,400.00</b>
S303	<b>WLN6689</b>	HONDA ACCORD 2.4	2004	NO		VR-1 NOT DONE	K24A4-1840826	PMHCM56703D100846	<b>13,400.00</b>

STORE YARD : SUCCESS EXHIBITION (1012349-P) - BLOK A JT 3, JALAN TASIK SATU, TAMAN TASIK, 83050 BATU PAHAT, JOHOR (TEL NO: 07-4314252 / 012-6992999)

VIEWING DATE : 15TH & 16TH JANUARY, 2018 (10.00AM - 4.00PM)

S401	<b>JLN1991</b>	NAZA RIA 2.5	2009	YES	RP INCLUSIVE OF 6% GST	VR-1 NOT DONE	K5-118038	PNAKA3Q039G022291	<b>7,300.00</b>
S402	<b>JNC7562</b>	JBC SY1044DVPMY	2011	NO		VR-1 NOT DONE	CA4D32-0901866524	PPJSY104432P00090	<b>19,200.00</b>
S403	<b>JMD7685</b>	PERODUA MYVI 1.0	2010	NO		PASSED	D09A33C	PM2M302S002020750	<b>8,100.00</b>
S404	<b>JNM7153</b>	PERODUA MYVI 1.3	2012	NO		VR-1 NOT DONE	T20A11F	PM2M602S002049891	<b>14,400.00</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 : 17TH & 18TH JANUARY, 2018 (10.00AM - 4.00PM) & 19TH JANUARY, 2018 (10.00AM - 1.00PM)

S501	<b>DAJ9829</b>	NISSAN SENTRA 1.6	2001	NO		VR-1 NOT DONE	QG16C002291	CFAN16A13926	<b>6,500.00</b>
S502	<b>WSS3535</b>	HONDA CITY 1.5L	2009	NO		VR-1 NOT DONE	L15A71503685	PMHGM26409D103700	<b>21,000.00</b>
S503	<b>JGX9280</b>	TOYOTA CAMRY 2.0	2003	YES		VR-1 NOT DONE	1AZ-3051556	PN153BK3107002952	<b>13,500.00</b>
S504	<b>JRN8876</b>	TOYOTA VIOS 1.5	2016	NO		VR-1 NOT DONE	1NZZ391492	PN153HYF005091972	<b>57,000.00</b>

Next Auction Date: 9TH FEBRUARY, 2018 @ 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 (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 buyer's premium of RM530.00 (if the Purchase Price is above RM5,000.00) or RM 265.00 (if the Purchase Price is RM 5,000.00 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.

FURTHER PARTICULARS AND CONDITIONS OF SALE, PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG ON 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.

**ALI AKBAR BIN MOHAMAD TAHIR**  
LICENSED AUCTIONEER  
Tel : 07-3336226, 07-3333226  
Fax : 07-3316226

**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 is made by \*CMB 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.
- 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 Owner 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).