

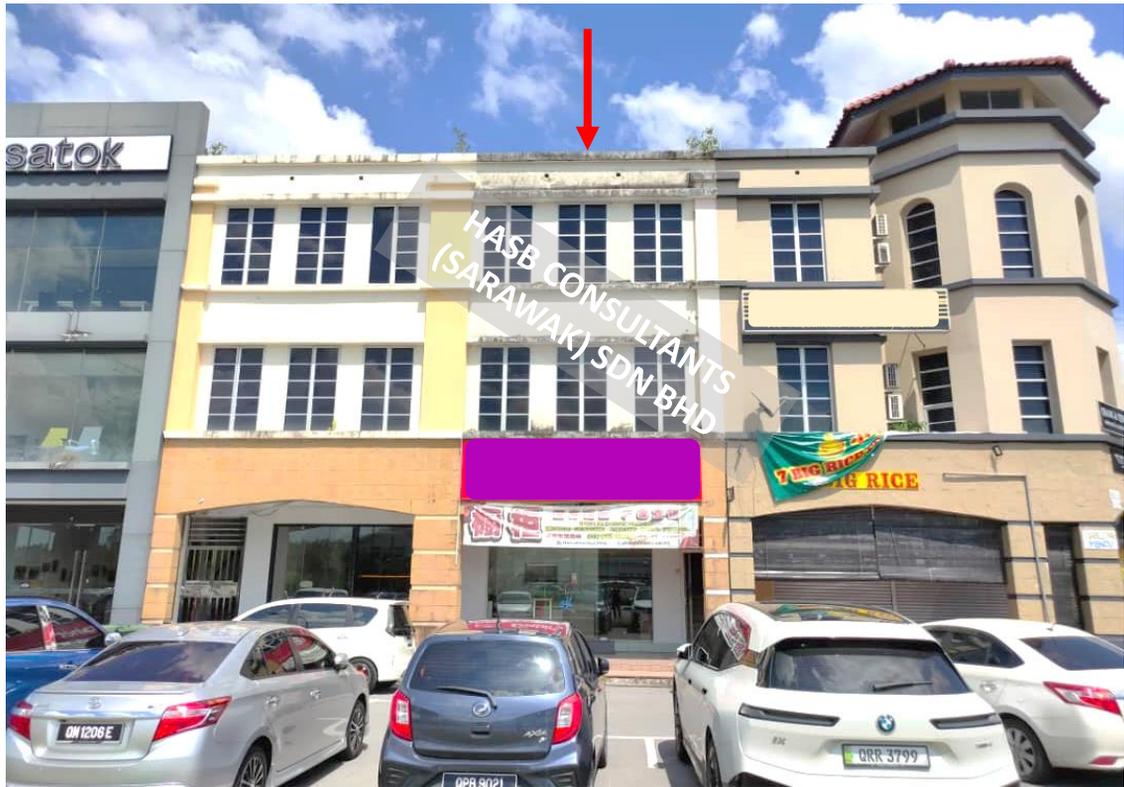
# FOR SALE BY PUBLIC TENDER

**HASB®**

2025 – 11 / 2195 (3)

**STARTING DATE OF TENDER : WEDNESDAY, 10<sup>TH</sup> DECEMBER 2025 AT 9.00 AM**

**CLOSING DATE OF TENDER : WEDNESDAY, 24<sup>TH</sup> DECEMBER 2025 AT 10.00 AM**



<b>Originating Summons No.</b>	<b>: KCH – 24MFC – 23/10 – 2022 (HC 3)</b>
<b>Type of Property</b>	<b>: 3 – Storey Intermediate Terraced Shophouse</b>
<b>Description Title</b>	<b>: Lot 9743 Section 64 Kuching Town Land District</b>
<b>Classification/Category</b>	<b>: Mixed Zone Land / Town Land</b>
<b>Area</b>	<b>: 110.9 Square Metres, more or less</b>
<b>Address</b>	<b>: Lot 9743, Mendu Commercial Centre, off Jalan Mendu, 93200 Kuching, Sarawak</b>
<b>Plaintiff</b>	<b>: MAYBANK ISLAMIC BERHAD</b>

## RESERVE PRICE : RM931,500.00

**Please contact the following for more details on the sale:-**

<b>Agent / Auctioneer</b>	<b>: M/s HASB Consultants (Sarawak) Sdn.Bhd Tel. No. 082 – 429668</b>
<b>Advocate</b>	<b>: M/s Reddi &amp; Co Advocates Tel. No 082 – 484466</b>

**PROCLAMATION OF SALE**

**IN THE HIGH COURT OF SABAH AND SARAWAK AT KUCHING**  
**ORIGINATING SUMMONS NO. KCH – 24MFC – 23/10 – 2022 (HC 3)**

**IN THE MATTER** of Memoranda of Charge Instrument Nos. L. 27367/2013 and L. 27368/2013

**AND**

**IN THE MATTER** of an Application for an Order for Sale under Section 148(2)(c) of the Land Code (Cap.81) of Sarawak

**AND**

**IN THE MATTER** of Order 28, Order 83 and Order 92, rule 4 of the Rules of Court 2012

**BETWEEN**

**MAYBANK ISLAMIC BERHAD**  
**(Company No. 200701029411)**

3<sup>rd</sup> Floor, Sublots 6, 7 & 8  
Lot 1970, Block 10, KCLD  
Jalan Laksamana Cheng Ho  
93350 Kuching, Sarawak

... **PLAINTIFF**

**AND**

**PRISMA REALTY SDN BHD**  
**(Company No. 679809 – U)**

No. 42A, Lot 9743, Mendu Commercial Centre  
Jalan Mendu  
93200 Kuching, Sarawak.

... **DEFENDANT**

In pursuance of the Order of Court dated 20<sup>th</sup> October 2025, the Estate Agent will sell by

**PUBLIC TENDER**

That the tender will be closed and opened on **Wednesday, 24<sup>th</sup> December 2025 at 10.00 a.m.** at the Auction Room, High Court, Kuching in the presence of the Court Bailiff

**SCHEDULE**

All that parcel of land together with the building thereon and appurtenances thereof situate at **Jalan Mendu, Kuching**, containing an area of **110.9 square metres**, more or less, and described as **Lot 9743 Section 64 Kuching Town Land District**.

Annual Rent	: RM180.00
Classification/Category	: Mixed Zone Land / Town Land
Date of Expiry	: Perpetuity
Special Conditions	: (i) This land is subject to Section 18 of the Land Code. (ii) This land is to be used only as a 3 – storey terraced building for commercial and residential purposes in the manner following:- Ground Floor – Commercial; First Floor – Commercial; Second Floor – Residential – one family dwelling; and

- (iii) Any alteration to the existing building on this land or any new building to be erected thereon shall be in accordance with plans sections and elevations approved by the Superintendent of Lands and Surveys, Kuching Division; and shall also be in accordance with detailed drawings and specifications approved by The Council of the City of Kuching South and shall be completed within one (1) year from the date of such approval by the Council.

Registered Encumbrance(s) : Charged to MAYBANK ISLAMIC BERHAD for RM379,440.00 vide L.27367/2013 of 28.10.2013 (includes Caveat).  
Charged to MAYBANK ISLAMIC BERHAD for RM1,206,772.75 vide L.27368/2013 of 28.10.2013 (includes Caveat) (Subject to Charge L.27367/2013).  
Caveat lodged by THE COUNCIL OF THE CITY OF KUCHING SOUTH vide L.2796/2025 of 11.02.2025.

The above property will be sold subject to the **reduced reserve price** of **RM931,500.00** (free from all encumbrances but subject to whatsoever title conditions as stipulated in the document of title thereto) fixed by the Court and subject to the Conditions of Sale set forth in the Proclamation of Sale.

For further particulars, please refer to M/s Reddi & Co. Advocates, REDDI Building, No. 393, Jalan Datuk Abang Abdul Rahim, 93450 Kuching, Sarawak, Telephone No. 082-484466 or M/s HASB Consultants (Sarawak) Sdn Bhd, No.246 (Lot 2680) 1<sup>st</sup> Floor, Twin Tower Centre, 2½ Mile Rock Road, 93200 Kuching, Telephone No.082-429668.

Dated this 4<sup>th</sup> November 2025

.....  
Sr Terence Yap Wei Tzen  
Registered Estate Agent E1929  
HASB Consultants (Sarawak) Sdn Bhd 199101006464 (216774 - X)  
Reg. No. VEPM(1) 0121

## CONDITIONS OF SALE

1. (a) Tenders will be received until **Wednesday, 24<sup>th</sup> December 2025** at 10.00 a.m.  
(b) Tenders will be opened in the presence of the Court Bailiff at the Auction Room, High Court, Kuching on **Wednesday, 24<sup>th</sup> December 2025** at 10.00 a.m.  
(c) Tender documents are available from **Messrs HASB CONSULTANTS (SARAWAK) SDN BHD** (hereinafter referred to as "the Estate Agent") of No. 246 (Lot 2680) 1<sup>st</sup> Floor, Twin Towers Centre, 2 ½ Mile, Rock Road, 93200 Kuching, Sarawak from **Wednesday, 10<sup>th</sup> December 2025**. A non-refundable fee of RM10.00 is payable for each tender document.
2. No tender by proxy is allowed, unless there is prior approval in writing from the Sheriff to do so.
3. Tender should be enclosed in a sealed envelope with the words on top marked "**TENDER FOR PURCHASE OF LAND**" and "**ORIGINATING SUMMONS NO. KCH – 24MFC – 23/10 – 2022 (HC 3)**" and addressed to The Registrar, High Court in Sabah & Sarawak at Kuching and deposited into the tender box at The Registry of the High Court, Kuching personally or by authorized representative.
4. The tenders should consist of the following particulars:-
  - (i) Name and identity card number or business registration number or company number of the tenderer;
  - (ii) Postal address and telephone number of the tenderer;
  - (iii) The Originating Summons Number and the Land Description; and
  - (iv) Tender Price.
5. Each tender must be accompanied by a **deposit of 10% of the tender price** in the form of a **Bank Draft or Bankers' Cheque** and made payable to "**AKAUNTAN NEGARA MALAYSIA**" and certified true copy of identity card or company registration/company resolution for tender/authorized signatory's identity card. Tenders not accompanied by the **deposit of 10% of the tender price and certified true copy of identity card or company registration/company resolution for tender/authorized signatory's identity card** will be rejected.
6. Deposit of unsuccessful tenderer will be refunded without interest. The unsuccessful tenderer or his/her representative must be present at the appointed time for opening of tender to collect the refund of tender deposit.
7. (a) The deposit of 10% of the tender price for such deposit of the successful tender shall be forfeited if the balance of the tender price is not paid within **thirty (30) working days** from the date of notification of the acceptance of the tender.  
(b) The successful tenderer may, before the expiry of the **thirty (30) working days'** period (the due date) apply to the Registrar, High Court in Sabah and Sarawak at Kuching with reasons acceptable to the Registrar for an extension of **twenty-one (21) working days** from the due date of payment of the balance of the tender price and any prevailing tax.
8. Subject to the reduced reserve price, the highest tenderer shall be the purchaser. In the event of a tie, the successful tenderer will be decided by drawing lots. If any dispute arises as to the highest tenderer, the Sheriff, High Court will decide the dispute. The Sheriff, High Court does not bind himself/herself to accept the highest of any tender.
9. That the reduced reserve price for the tender is fixed by the Court. The Tender must be higher than or equal to the reduced reserve price.

10. The proceeds of sale be paid into Court and be applied in such manner as the Court shall order but pending payment out, at the written request of the Plaintiff's Advocate, the Deputy Registrar or the Senior Assistant Registrar, High Court, Kuching shall be authorized to deposit the proceeds of sale in an interest bearing account with any reputable banking or financial institution in Sarawak/Malaysia as the Plaintiff's Advocate shall direct.
11. All expenses, fees and etc. connected with the transfer of the said property including payments of stamp duty are to be borne by the successful tenderer.
12. The said property is sold subject to all the conditions and restrictions attached to the title of the said property and on an "as is where is" basis.
13. The tender box shall be provided by the Advocates' Association of Sarawak upon payment of the prescribed fee of RM180.00 to the said Association for each tender or retender. During the currency of a tender, the tender box will be kept chained at all times in the Chambers of the Registrar of the High Court, Kuching and during office hours of the High Court Registry, the public are allowed to deposit their tenders personally into the Tender Box.
14. The tender box shall be opened at the stipulated time and date as indicated in **Clause 1(b)** by the Estate Agent in the presence of the Sheriff or his representative, the Plaintiff's Counsel (and the Defendant's Counsel, where applicable), and the tenderers (and/or his/her/its authorized representative only) at the Auction Room, High Court, Kuching. During the opening of the tender box, there shall be no other persons present in the Auction Room save for the above persons.
15. No tender shall be retracted.
16. In default of payment of the balance of the tender price within the stipulated period stated in **Clause 7(b)** above, the property shall be again put up for tender and the deposit after defraying the expenses of the sale, shall be forfeited and the deficiency in price (if any) which may result on a resale or the balance of the tender price and any prevailing tax, if there is no resale, as the case may be, shall be recoverable from the defaulting successful tenderer.
17. As from the time of the sale, the said property above described shall be at the sole risk of the successful tenderer as regards loss or damages by fire, or other accident, non-occupation, unauthorized/illegal occupation or otherwise.
18. The successful tenderer shall admit the identity of the said property purchased by him/her/it with that comprised in the muniments offered by the Applicant/Plaintiff as the title of the property upon the evidence afforded by a comparison of the description in the particulars and the muniments respectively.
19. The said property above described is believed and shall be taken to be correct and sold subject to all easements, caveats, liabilities and rights (if any) subsisting thereon or thereover without obligations arising to defining the same respectively and no error, mis-statement or mis-description shall annul the sale or render the same void nor shall any compensation be allowed in respect thereof.
20. The Successful Tenderer(s) may be liable to pay any arrears of quit rent, service/maintenances charges and assessment rates as well as any outstanding utilities charges including any surcharges imposed thereon which may be due in respect of the said property together with other outstanding land premiums (if any).
21. The Registrar High Court reserve the right to withdraw or postpone the sale at any time before the opening time of the tender. Before opening of tender, abortion of the tender sale can be made by application to the Deputy Registrar/Senior Assistant Registrar by the Plaintiff or Plaintiff's representative at any time. In this event, the Tender Box will be immediately opened and the deposit returned to the tenderer without interest.
22. The Applicant/Plaintiff is at liberty to bid on the sale.

23. The successful tenderer shall be responsible for paying real property gains tax arising from the sale of the said property hereunder.
24. It shall be the responsibility of the successful tenderer, at his own costs and expenses, to obtain consent or approval from any party or authority if such consent is required for the transfer or dealing of the said property.
25. The Memorandum of Transfer in respect of the said property shall be executed by the successful tenderer and submitted to the Registrar, High Court within 21 days from the date of payment of the balance of the tender price for the purpose of execution by the Registrar, failing which and in the absence of any reasonable explanation from the successful tenderer, the sale shall be annulled and the deposit of 10% of the tender price shall be forfeited and the said property shall be put up again for sale. If there is any deficiency in price after a resale of the said property, the balance of the tender price of the first sale, after defraying such deficiency in price and the costs and expenses of the resale, will be refunded to the defaulting successful tenderer without interest. The balance of the tender price will be forfeited and applied in accordance with Section 151 of the Land Code (Cap. 81) if there is no resale.
26. The sale by tender shall be free from all encumbrances but subject to whatsoever title conditions as stipulated in the document of title thereto and all encumbrances including the caveat lodged against the said property shall be removed by the Land and Survey Department, Kuching. For the purpose of the removal of encumbrances (if any), the successful tenderer/purchaser shall bear the risks and responsibility of the removal of encumbrances.
27. It shall be the responsibility of the successful tenderer, at his own costs and expenses, to obtain vacant possession of the said property.
28. For the purpose of these conditions, time is of the essence.
29. The costs of and incidental to this application shall be paid by the Defendant to the Plaintiff.
30. Such other directions as the Honourable Court may deem fit.

#### **SCHEDULE**

All that parcel of land together with the building thereon and appurtenances thereof situate at **Jalan Mendu, Kuching**, containing an area of **110.9 square metres**, more or less, and described as **Lot 9743 Section 64 Kuching Town Land District**.