

Ref No. : GP/PM/GTY/YC/MNI/TWC/2023/Sale Jalan Bunga Raya Lahad Datu Sabah



TENDER DOCUMENT

FOR SALE

ONE (1) UNIT OF 3 STOREY CORNER SHOP OFFICE

**LOT NO. 57 HELD UNDER TITLE NO. TOWN LEASE 117509252
TOWN OF LAHAD DATU DISTRICT OF LAHAD DATU
STATE OF SABAH**

**(NO. 57, BLOCK H, JALAN BUNGA RAYA,
BANDAR WILAYAH JASA, 91100 LAHAD DATU, SABAH)**

CLOSING DATE : 23 August 2023 @ 2.30 P.M

TENDER PACKAGE

The Tender Package consists of the following items:-

Section

1. Particulars of Property Offered for Sale
2. Mode of Tender
3. Tender Form

Important Notice

The purpose of this Document is to provide basic information on the property which is to be sold as summarised in Section 1 of this Document. Whilst all reasonable steps have been taken to ensure the accuracy of the information contained in this Document, no warranty of its accuracy is given. The Vendor accepts no responsibility for any inaccuracy or omission. All prospective purchasers should conduct and shall be deemed to have conducted their own independent investigation and assessment of the property and information contained herein.

SECTION 1

PARTICULARS OF PROPERTY

BRIEF PARTICULARS

LOCATION : The subject property is located along Jalan Bunga Raya within Bandar Wilayah Jasa commercial centre, Lahad Datu, Sabah. The subject property is accessible via various parts of Lahad Datu Town Centre i.e. Jalan Kastam Lama, Jalan Pantai and Jalan Nipah Tengah.

The property is a corner three storey shop office bearing postal address No. 57, Block H, Jalan Bunga Raya, Bandar Wilayah Jasa, 91100 Lahad Datu, Sabah. The subject property is situated within Bandar Wilayah Jasa commercial centre. The property has clear visibility from the busy Jalan Bunga Raya, Lahad Datu.

SURROUNDING : The immediate vicinity of the subject property is generally commercial and residential in characters. It consists of 2 to 3 storey shophouses, 2 to 4 storey shop offices, single and double storey terrace houses, single and double storey semi-detached houses and free standing commercial buildings such as hotels, supermarket, office blocks and government's buildings.

Prominent landmarks in the area include Wisma Ramai-Ramai, Majlis Daerah Lahad Datu, Pasar Rakyat Lahad Datu, Masjid Ar-Raudah Lahad Datu, Jabatan Laut Sabah Lahad Datu, Lembaga Tabung Haji Lahad Datu and premises of Kementerian Dalam Negeri dan Hal Ehwal Pengguna Lahad Datu.

TITLE PARTICULARS : The extract of the document of titles are as follows:

Lot No : Lot No. 57

Title No : Town Lease 117509252

Land Area : 130.1 square metre

Quit Rent : RM400.00

Town : Lahad Datu

District : Lahad Datu

State : Sabah

Tenure : 99 years leasehold (Expiring 31/12/2090)

Category of Land Use : Commercial

Registered Owner : Mayban Finance Berhad

Special Terms and conditions : The said land is demised herein expressly and only for the purpose of erecting thereon for use as such one commercial building.

Subdivision of this title is prohibited without the written permission of the director.

Transfer and sublease of this title is prohibited before fulfillment of the covenants herein.

The Owner Covenants : To complete before month 01 of year 1998 (Month January of Year Nineteen Ninety Eight) the construction on the said land of a building in according with the terms and conditions contains herein with the plans and specifications submitted to and approved by the authority under the Local Government Ordinance, (and Town and Country Planning Ordinance) having jurisdiction over the said land.

At all times to maintain and keep in tenantable conditions and good repair the building/s erected or to be erected on the said land to the satisfaction of the authority under the Local Government Ordinance (and Town and Country Planning Ordinance) having jurisdiction over the said land and that in the event of the total or partial destruction of the said building/s, to repair reinstate and rebuild in accordance with the last plans and specifications submitted to and approved by the said authority.

DESCRIPTION : Site

The land is a rectangular shape corner shop office lot. It has a titled land area of about 130.1 square metres (1,400 square feet).

The site has a frontage of 10.67 metres (35 feet) onto the serviced road and a depth of 12.19 metres (40 feet). The land is flat and lies at the same level with the road frontage i.e. Jalan Bunga Raya.

Building

(a) Construction

The building is a 3-storey corner shop office constructed of reinforced concrete framework, plastered brick walls, reinforced concrete floor slabs and cement tiled roofing.

The vertical access within the building is via reinforced concrete staircases.

The main entrance to the building is secured by a pair of swing glass panel doors whilst the other internal doors are either of glass panel, timber flush and aluminium framed glazed panels doors. The windows are of aluminium casement with glass infill and adjustable glass louvres. The ceiling finishes are of cement plaster and suspended gypsum boards. The floor finishes are either of ceramic tiles or carpeted.

(b) Building area

The building has a main floor area of about 250.84 square metres (2,700 square feet) and an ancillary floor area of 92.90 square metres (1,000 square feet).

PUBLIC UTILITIES

AND SERVICES : Water and electricity supplies from the mains of the respective authorities are available in the area.

Public services such as street lighting, road maintenance and garbage collection and disposal are provided by the local authority. Public transports are available along the main road.

TOWN PLANNING : The subject property is designated for commercial use.

Note: *Tenderers are advised to conduct their own checkings/investigations to verify the above confirmation.*

SECTION 2

MODE OF TENDER

MODE OF TENDER

1. Every tender shall be in the FORM OF TENDER annexed herewith and must be accompanied by a Banker's Draft or Cashier's Order in Malaysian Ringgit for an amount equivalent to 2% of the purchase price offered by the tenderer as Earnest Money made payable to **MALAYAN BANKING BERHAD**.
2. The FORM OF TENDER duly completed and signed by an authorised signatory and the Banker's Draft for the Earnest Deposit together with the whole of this Tender Document must be enclosed in a sealed envelope and marked on the outside thereof as follows :-

SALE BY TENDER

ONE (1) UNIT OF 3 STOREY CORNER SHOP OFFICE

LOT NO. 57 HELD UNDER TITLE NO. TOWN LEASE 117509252
TOWN OF LAHAD DATU
DISTRICT OF LAHAD DATU
STATE OF SABAH

(NO. 57, BLOCK H, JALAN BUNGA RAYA,
BANDAR WILAYAH JASA, 91100 LAHAD DATU, SABAH)

The tender is to be submitted either by post or putting in the box provided for at the following address:-

The Chairman
Tender Committee
Procurement Shared Services
Strategic Procurement
34th Floor, Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur

The tenderer's name and address is to be clearly marked on the back of the sealed envelope.

The closing date of the submission is at 2.30 p.m on 23 August 2023.

3. All tenders will be opened after **2.30 p.m. on 23 August 2023** a date to be solely decided by the Vendor and thereafter the Vendor will evaluate any tender as it thinks fit. The date of the letter acceptance by the Vendor shall be the date of the contract of Sale & Purchase of the property.
4. The Earnest Deposit shall be forfeited if the tenderer withdraws its tender for whatever reason at anytime within the tender validity period.

The Earnest Deposit shall be also forfeited in the event the successful tenderer fails, refuses or neglects for whatever reasons whatsoever to execute the Sale & Purchase Agreement within fourteen (14) days of receipt of the Sale & Purchase Agreement from the Vendor's solicitors. No amendments / changes to the agreement would be allowed.

5. The Earnest Deposit shall be refunded without interest to all unsuccessful tenderers and thereafter the unsuccessful tenderers shall have no claims whatsoever against the Bank.
6. The Property is tendered / sold on 'as is where is' basis free from encumbrances in their present state condition and location excluding any loose furniture, fittings and fixtures (if any). The Vendor does not guarantee that the Property will be sold with or without vacant possession and shall not be responsible and held liable for whatever loss, damage, defect or vandalism

that may occur before or after this tender exercise and until the sale of the property is completed and handed over to the Purchaser. The decision of the Vendor in this matter shall be final.

7. The Vendor reserves the right to accept or not to accept the highest or any other tender and would not be responsible for the non-receipt of the tender. The vendor may also decide to abort the whole of or any part of this tender exercise and shall not be responsible for any costs incurred by the tenderers. However, acceptance of the tender by the Vendor shall constitute a valid and binding contract on the terms and conditions of the Sale & Purchase Agreement prepared by the Vendor's appointed solicitors.
8. Each tenderer shall be taken to have read and shall be deemed to have full notice and knowledge of the contents of this MODE OF TENDER, FORM OF TENDER annexed thereof.
9. The tender offer shall remain valid for **ninety (90)** days from the final date of submission of the tender.

FURTHER INFORMATION

10. Further information may be obtained from the Bank's Property Division as follows:-

**Property & Contracts Management
Group Property
Malayan Banking Berhad
16th Floor, Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur**

Contact Person : Ms Ting Wei Chin / En Muhamad Nasri Ismail

Tel No : 03-2070 8833 ext: 5955 / 03-2074 8841

Fax No : 03-2711 2166

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Dear Sir/Madam,

Maybank Group Privacy Notice to Personal Data Protection Act 2010 (PDPA)

Please be informed that at Maybank Group, we value privacy and strive to protect the personal data we are collecting to comply with the respective laws

We enclose herewith the Maybank Group Privacy Notice in respect of the collection, disclosure, retention and transfer of your personal data which is required by the Bank for the purposes of processing your Form of Tender

If you have provided the Maybank Group with personal data of any individual from your organization (e.g. your employee, director or shareholder) please ensure that you have obtained their consent in relation to the processing and disclosure of their personal data and that you have brought our Privacy Notice to their attention. Please refer to www.maybank.com for the Maybank Group Privacy Notice.

This PDPA notice is computer generated. No signature is required.

Privacy Notice

This Privacy Notice outlines how Maybank Group collects, uses, maintains and discloses your personal data in respect of commercial transactions and how Maybank Group safeguards the personal data. “Maybank Group” or “We” in this Privacy Notice refers to Malayan Banking Berhad (“Maybank”), including its branches in Malaysia and in other countries as well as its local and overseas subsidiaries or, as the context may require, any of them.

1. Your consent is important

When you request information or sign up for our products and services or when you enter into any commercial transactions with the Maybank Group, you may be required to provide Maybank Group with your personal data. In doing so, you consent to its use by Maybank Group in accordance with this Privacy Notice. Your personal data may have otherwise been provided to the Maybank Group by a third party (for example your spouse, a company in which you are a director, an officer or a shareholder, or a partnership in which you are a partner) for products or services that these third parties have sought from the Maybank Group. In this context, the term “you” or “your” in this Privacy Notice extends to any individual whose personal data has been provided to the Maybank Group and/or has been collected in other circumstances as described in Section 3 of this Privacy Notice.

We may collect your sensitive personal data (including, data relating to your physical or mental health, the commission or alleged commission of offences etc.) if you apply for certain products such as health / life insurance or housing loans, which require you to disclose such sensitive personal data to us. We will only use your sensitive personal data to provide the service(s) you signed up for. If we collect, use, maintain or disclose your sensitive personal data, we will ask for your explicit consent.

You have the choice, at any time, not to provide your personal data/sensitive personal data or to revoke your consent to Maybank Group processing of your personal data/sensitive personal data. However, failure to provide such personal data/sensitive personal data or revocation of your consent to process personal data/sensitive personal data provided may result in Maybank Group being unable to provide you with effective and continuous products and services.

2. What types of personal data do we collect?

Personal data refers to any information that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of Maybank Group, including any sensitive personal data and expression of opinion about the individual.

The types of personal data we collect may include, but is not limited to your name, address, other contact details, age, occupation, marital status, financial information such as your income, or income tax particulars your identity card or passport, place of birth, credit history and your transaction history.

The personal data we collect can be either obligatory or voluntary. Obligatory personal data are those that we require in order to provide you with our products and services. If you do not provide us with obligatory personal data, we would not be able to provide you with our products and services. Voluntary personal data are those that are not mandatory in order for us to provide you with our products and services. If you do not provide us with voluntary personal data, you can still sign up for our products and services. Obligatory and voluntary personal data differ for each products and services and will be indicated in the application forms.

3. How do we collect your personal data?

We obtain your personal data in various ways, such as:

- When you sign up for or use one of the many services we provide or when you register an account at any Maybank Group websites.

- When you contact the Maybank Group through various methods such as application forms, emails and letters, telephone calls and conversations you have with our staff in a branch. If you contact us or we contact you using telephone, we may monitor or record the phone call for quality assurance, training and security purposes.
- From our analysis of your transactions (e.g. payment history, loan, or deposit balances, credit or debit card purchases).
- We may also obtain your personal data when you participate in customer surveys or when you sign up for any of our competitions or promotions.
- When we obtain any data and information from third parties (e.g. credit reference agencies, regulatory and enforcement agencies, employers, joint account holders, guarantors, legal representatives, spouses, parents, guardians, dependents and/or companies/partnership that you hold directorships, shareholdings or partnership in).
- When you enter into any commercial transactions with the Maybank Group including but not limited to you providing goods and/or services or your professional services;
- From publicly available sources.

Personal data we collect from our websites

IP Address

An IP address is a number that is automatically assigned to your computer when you signed up with an Internet Service Provider. When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. Generally we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

Information on Cookies

A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information. The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you will be notified when you receive a cookie. Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

4. What is the purpose of processing your personal data?

We may process your personal data for the following reasons:

- To assess your application for any of our products and services.
- To verify your financial standing through credit reference checks.
- To manage and maintain your account and facility.
- To evaluate your financial needs and to continue performing the contractual obligations entered into between the Maybank Group and you.
- To respond to your enquiries and complaints and to resolve disputes.
- For internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modelling, reporting, audit and risk management and to prevent fraud.

In addition, we may also use your personal data for the fulfilment of any regulatory requirements and for any other reasons connected with providing you the services you require and fulfilment of any commercial transactions entered into by you with the Maybank Group.

From time to time, we may share your personal data with other entities within Maybank Group, our agents or strategic partners and other third parties ("other entities") as Maybank Group deems fit and you may receive marketing communication from us or from these other entities about products and

services that may be of interest to you. If you no longer wish to receive these marketing communications, please notify us to withdraw your consent and we will stop processing and sharing your personal data with these other entities for the purpose of sending you marketing communications. You have a choice to withdraw your consent for receiving marketing or promotional materials/communication, you may contact us using the contact details found below.

Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to fourteen (14) working days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time.

Please note that even if you opt out from receiving marketing or promotional materials, Maybank Group may still contact you for other purposes in relation to the accounts, facilities or services that you hold or have subscribed to with Maybank Group.

5. To whom do we disclose your personal data?

Your personal data held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services and to comply with any legal and regulatory requirements, we may need to disclose your personal data to:

- Other entities within Maybank Group.
- Credit reference agencies when you apply for any of our credit-based products such as personal loan, credit card, mortgage, etc.
- Our agents and service providers with whom we have contractual agreements for some of our functions, services and activities.
- Financial service providers (e.g. mortgage brokers, insurance companies)
- Our merchants and strategic partners
- Parties authorised by you
- Enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities

The disclosure of your data may involve the transfer of your personal data to places outside of Malaysia, and by providing us your personal data you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with Maybank Group including for storage purposes.

6. How do we protect your data?

The security of your personal data is our priority. Maybank Group takes all physical, technical and organisational measures needed to ensure the security and confidentiality of personal data. If we disclose any of your personal data to our authorised agents or service providers, we will require them to appropriately safeguard the personal data provided to them.

7. How long may we retain your personal data?

We will only retain your personal data for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements. Afterwards we will destruct or permanently delete your data.

8. Changes to this Privacy Notice

Please note that we may update this Privacy Notice from time to time. If there are material changes to this Privacy Notice, we will notify you by posting a notice of such changes on our website or by sending you a notification directly. Do periodically review this Privacy Notice to stay informed on how we are protecting your information.

This Privacy Notice was last updated in April 2014.

9. How can you access / correct / update your personal data?

We are committed to ensure that the personal data we hold about you is accurate, complete, not misleading and up-to-date. If there are any changes to your personal data or if you believe that the personal data we have about you is inaccurate, incomplete, misleading or not up-to-date, please contact us so that we may take steps to update your personal data.

You have the right to access your personal data. If you would like to request access to your personal data, please contact us. Please note that depending on the information requested we may charge a small fee. We may also take steps to verify your identity before fulfilling your request for access to your personal data.

10. How may you contact us?

If you need to contact us, you may visit any of our branches, call our Customer Care hotline at 1-300 88 6688 or 603 -7844 3696 (overseas), or visit us at www.maybank.com. For corporate customers, you may contact your relationship manager directly.

We provide the Privacy Notice in both English and Bahasa Malaysia. In case of any inconsistencies between these two, the English version shall prevail. In case there are inconsistencies on how we collect or use your personal data between this Privacy Notice and the terms and conditions of your specific product or service or other contractual documents, the terms and conditions of your specific product or service or other contractual documents shall prevail.

If you have provided the Maybank Group with personal data of a third party, please ensure that you have obtained the third party's consent in relation to the processing and disclosure of their personal data and that this Privacy Notice is brought to the attention of any such third party.

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SECTION 3

TENDER FORM

FORM OF TENDER

Date :

To : The Chairman
Tender Committee
Procurement Shared Services
Strategic Procurement
34th Floor, Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur

TENDER

A) We refer to your Sale by Tender dated 7 August 2023 and 14 August 2023.

We.....
(Name of Tenderer - in Block Letters)

of.....
.....
(Registered Office)

Contact number..... (h/p)..... (residence/office)

hereby make the following offer, which shall be irrevocable and shall remain open for acceptance or otherwise by the Vendor at anytime after **1430 hours on 23 August 2023**. We acknowledge that upon submission of this tender, the Vendor will not accept any change of name of tenderer. We therefore confirm and agree that if this tender is successful, the abovenamed shall proceed with the purchase of the property.

B) We are aware that the reserve price is fixed at **Ringgit Malaysia One Million and Fifty Thousand Only (RM1,050,000.00)** only and we hereby tender to purchase property known as:-

**LOT NO. 57 HELD UNDER TITLE NO. TOWN LEASE 117509252
TOWN OF LAHAD DATU DISTRICT OF LAHAD DATU STATE OF SABAH
(NO. 57, BLOCK H, JALAN BUNGA RAYA,
BANDAR WILAYAH JASA, 91100 LAHAD DATU, SABAH)**

free of encumbrances at the purchase price of Ringgit Malaysia.....

.....
(RM.....) only, the terms and conditions stated under Section 2 (Mode of Tender) and subject further to the terms and conditions hereinafter set forth.

Note: Please note that your personal details above shall be governed by the Maybank Group Private Notice attached with this form.

C) Our tender offer shall remain valid for ninety (90) days from **23 August 2023** and we undertake not to withdraw the offer within the said period.

EARNEST DEPOSIT

D) We enclose herewith an Earnest Deposit of Ringgit Malaysia.....

.....

(RM :.....) Only being **two percent (2%) of the purchase price** to accompany the tender in the form of a BANKER'S DRAFT or CASHIER'S ORDER drawn in favour of **MALAYAN BANKING BERHAD** by way of deposit and to account of the purchase price for the property. This sum shall be referred to as the said sum. This tender and the said sum shall be dealt within the manner hereinafter set forth. If the tender is accepted, we hereby acknowledge that the property purchased from the Vendor is purchased on "**as is where is**" basis free from encumbrances in their present condition and location and such tender is made as a result of my own inspection and inquiry and not as a result of any representations. Every warranty or condition expressed or implied statutory or otherwise, is hereby excluded.

Upon acceptance of this tender by the Vendors, we undertake to execute the Sale & Purchase Agreement prepared by the Vendors Solicitors without amendments and be bound by the terms therein contained within fourteen (14) days of receipt of the agreement from the Vendor or the Vendor' solicitors failing which the Vendor shall have absolute right to forfeit the Earnest Deposit or whatever payments that have been made to the Vendor. We further undertake to pay the difference between the said sum and ten percent (10%) of the price tendered on execution of the Sale & Purchase Agreement.

The COMMON SEAL of the tenderer (being a company or other corporate body) was hereunto affixed in accordance with requirements of its articles of association or constitutions which is warranted by the corporate officers and in the presence of:-

Director

Director/Secretary

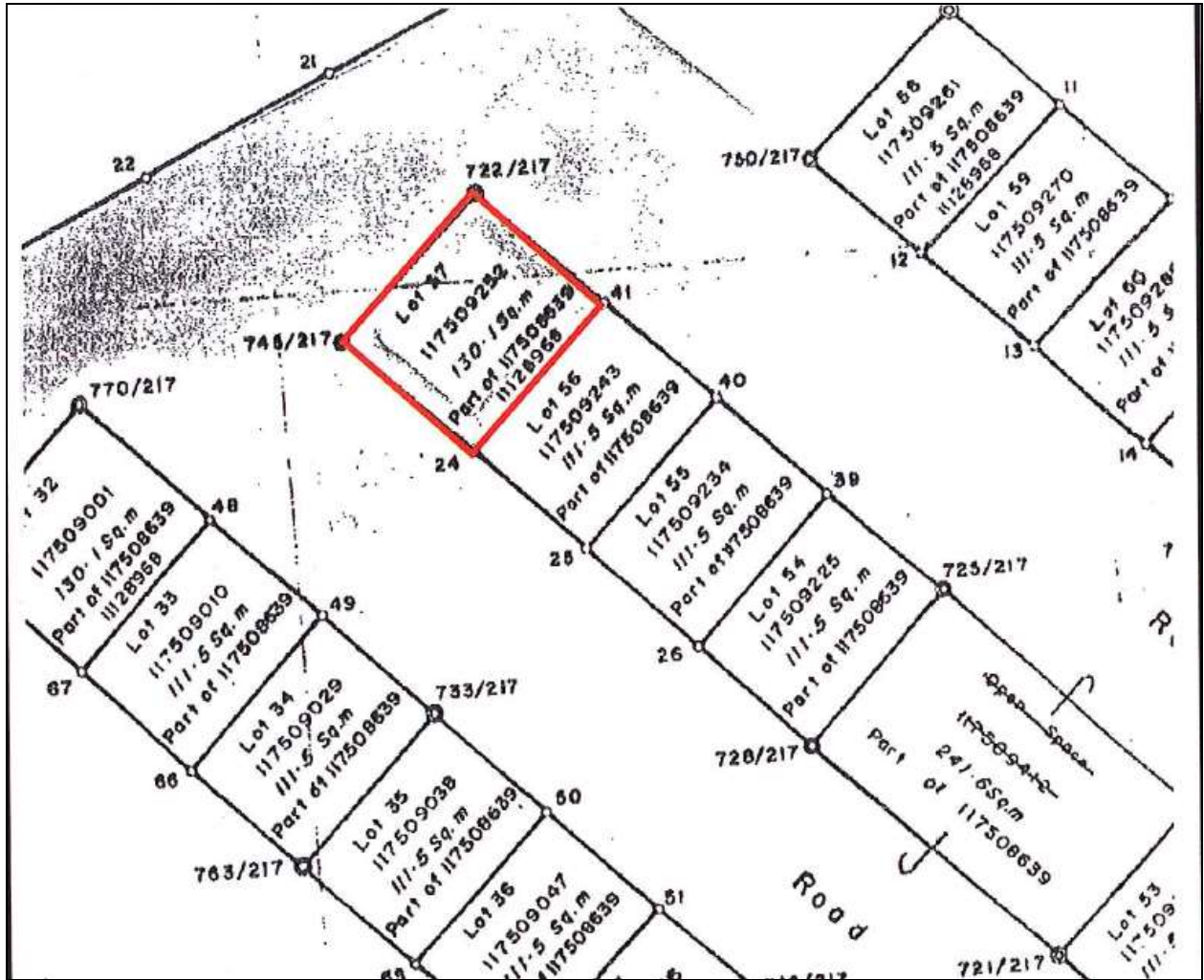
Signed by the tenderer (being an individual)

(Offeror)
Name :
NRIC No :
Date :

in the presence of :-

(Witness)
Name :
NRIC No :
Date :

Appendix - Site Plan



Appendix - General Photo Of The Subject Property



Front View and Road Access of Subject Property



Front and Side View of Subject Property



Rear and Side View of Subject Properties