

- successful bidder's bid will be denoted by a green coloured screen. The highest bidder shall be declared as the successful purchaser upon the fall of the hammer.
- 3.6. In the event that there is no bid after forty(40) seconds from the time of commencement of the auction, the auction shall be aborted.
 - 3.7. Any bid once entered by the registered online E-bidders shall be binding and the bid shall not be withdrawn or retracted in any manner whatsoever after the fall of the hammer.
 - 3.8. Both the successful and unsuccessful bidders will be notified by the Auctioneer through the website and also via E-mail where further directions are given in order to conclude the sale of the auction property.
 - 3.9. In the event of any dispute, the decision of the Auctioneer shall be final and binding on all bidders.
 - 3.10. Unsuccessful E-bidders shall have the deposit refunded to the same bank account from which the deposit transfer was made within **two (2) working days** from the date of auction.
 - 3.11. The information shown and/or prompted on the screen handled by the PAH website in regards to the auction in particular the increment of the bidding price during the bidding process and the declaration of the successful bidder shall be final and conclusive.
- 4. POST ONLINE PUBLIC AUCTION PROCEDURES**
- 4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee bank and the sale will be deemed cancelled/terminated and the property may be put up again for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.
 - 4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.
 - 4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **PAH Website** and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.
 - 4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.
- 5. OTHER APPLICABLE TERMS & CONDITIONS**
- 5.1. All registered E-bidders at **PAH website** shall undertake to fully comply with the Terms and Conditions herein. In addition all successful E-Bidders shall also be bound by the terms and conditions as stipulated in the Proclamation of Sale.
 - 5.2. The Auctioneer may from time to time vary, modify or delete any terms and conditions herein without having to give prior notice to the registered E-bidders.
 - 5.3. E-bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt the bidding made by the E-Bidders.
 - 5.4. The Auctioneer or the **PAH Website** shall not be held liable for any disruptions delays, failures, errors, omissions or loss of information due to the unsatisfactory internet access or any online interruption that may howsoever occur during the process of the online public auction at **PAH Website**.
 - 5.5. **PAH Website** is owned and operated by **PROPERTY AUCTION HOUSE SDN BHD (PAH)**. The E-bidders agree and accept that **PAH** or the Assignee Bank in which **PAH** acts for or their solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the **PAH Website**.
- 6. GOVERNING LAW**
- 6.1. The Terms and Conditions contained in the ebid.auctions.com.my shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 7. PERSONAL DATA PROTECTION ACT**
- 7.1. **PAH** is committed to protecting the privacy, confidentiality and security of all personal data to which it is entrusted. It has been our policy to ensure your personal information are protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), we are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.
We process personal data which you have provided to us voluntarily through our website upon your registration and this includes personal data such as your name, address, NRIC and contact details. In this regards, you have expressly consent to our processing of your personal data.
If you give us personal data or information about another person, you must first confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request your assistance to procure the consent of such persons whose personal data is provided by you to us and you agree to do so. You shall indemnify us in the event we suffer loss and damage as a result of your failure to comply with the same.
We will only retain your personal data for as long as necessary for the fulfilment of the specified purposes or as legislated
 - 7.2. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances whether intentionally or unintentionally.
 - 7.3. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service. In the event that the password is compromised, the E-Bidders shall immediately notify **PAH**.
- 8. COPY RIGHT AND INTELLECTUAL PROPERTY**
- 8.1. All information (inclusive of data, text, image) displayed in ebid.auctions.com.my shall not be used or published in other channels without the express written permission of **PAH**. **PAH** has the right to use any available legal remedies which may include the demand for factual or statutory damages, solicitor's fees and injunctive relief for any violation of **PAH**'s intellectual property rights.
- 9. MISCELLANEOUS**
- In the event that there is any inconsistency, discrepancy, errors or misstatement appearing in the translation of the particulars and the online terms and conditions to any other language (if any), the terms and conditions in the English version shall prevail

KONTRAK

MEMORANDUM: Dalam jualan secara Lelongan Awam hari ini **25 haribulan Julai, 2024** daripada harta yang terkandung dalam butir-butir yang tersebut di atas iaitu kepentingan hakmilik dan manfaat di bawah **Perjanjian Belian Hartanah, Perjanjian Jualan Hartanah dan Suratikatan Penyerahhakan kesemuanya yang bertarikh 17 haribulan Disember, 2012** dan berhubung dengan harta tersebut, pembida tertinggi yang dinyatakan di bawah telah diisyiharkan sebagai Pembeli harta tersebut bagi jumlah sebanyak **RINGGIT MALAYSIA** _____, yang telah dibayar kepada Pelelong di atas jumlah **RINGGIT MALAYSIA** _____ dengan cara deposit dan bersetuju untuk membayar baki wang belian dan menyempurnakan pembelian mengikut syarat-syarat tersebut di atas. Peguamcara dengan ini mengesahkan jualan tersebut dan Pelelong mengakui penerimaan deposit tersebut.

NAMA PEMBELI : _____

Harga Belian RM_____

NO KAD PENGENALAN : _____

Wang Deposit RM_____

ALAMAT : _____

Baki Harga Belian RM_____

NO TEL : _____

**TANDATANGAN PEMBELI /
EJEN PEMBELI YANG DIBERI KUASA**

**TANDATANGAN
TETUAN ZAINUL RIJAL TALHA & AMIR
PEGUAMCARA BAGI PIHAK PEMEGANG SERAHHAK / PEMBIAYA**

**TANDATANGAN
ALI AKBAR BIN MOHAMAD TAHIR
PROPERTY AUCTION HOUSE SDN BHD
PELELONG BERLESEN**

NAMA : _____
NO KAD PENGENALAN : _____