

PROCLAMATION OF SALE
IN THE MATTER OF THE AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY
ALL DATED THE 18TH DAY OF AUGUST, 2005

BETWEEN

THE RED APRICOT SDN BHD [200601004824 (724572-V)]

ASSIGNEE

[have acquired a portion of the asset of Malaysia Building Society Berhad vide Vesting Order dated 9th July 2021]

AND

LUTPI AMIR BIN KHATIM [NRIC No. 650912-08-5647/A0218030]

ASSIGNOR/BORROWER

In exercise of the rights and powers conferred upon the Assignee under the **Agreement, Deed of Assignment And Power of Attorney all dated the 18th day of August, 2005** (hereinafter called 'The Security Documents') entered into between the Assignor/Borrower and Malaysia Building Society Berhad now vested in the Assignee pursuant to the **Vesting Order granted by the High Court of Malaya at Kuala Lumpur on 9th July 2021 vide Originating Summons No. WA-24NCC-300-07 YEAR 2021**, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY
PUBLIC AUCTION

ON TUESDAY, THE 5TH DAY OF DECEMBER, 2023
AT 11.00 A.M. IN THE MORNING
AT THE AUCTION CENTRE

GROUND FLOOR, NO. 1, JALAN AMPANG, 50450 KUALA LUMPUR (FOR SITE BIDDING)

OR VIA OUR WEBSITE AT EBID.AUCTIONS.COM.MY (FOR ONLINE BIDDING)

(For online bidding, please register at least one (1) working day before the auction day for registration & verification purposes)
ONLINE BIDDERS ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS ON ebid.auctions.com.my

NOTE: Prospective bidders are advised to (i) inspect the subject property (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities which shall include the Developer prior to the auction sale.

PARTICULARS OF TITLE

MASTER TITLE/LOT NO:

Pajakan Negeri 386480 Lot 20859 (formerly known as H.S.(D) 19018 PT 11880), Mukim of Kamunting, District of Larut Matang, State of Perak Darul Ridzuan

FLOOR AREA: (Unit)

approximately 82.96 square metres (892.98 square feet)

VENDOR (DEVELOPER):

Dominant Star Sdn Bhd

ENCUMBRANCE:

Assigned to The Red Apricot Sdn Bhd [have acquired a portion of the asset of Malaysia Building Society Berhad vide Vesting Order dated 9th July 2021]

TENURE:

Leasehold for 99 years expiring on 15th day of February, 2104

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a **ground floor townhouse unit** situated within a three (3) storey townhouse building identified as Developer's Parcel No: E/107, Storey No. First Floor, Building No. Block E, Fairway Heights, Taiping Resort bearing postal address of **Unit No. E-107, Fairway Heights, Taiping Resort, 34600 Kamunting, Perak Darul Ridzuan.**

RESERVE PRICE:

The subject property will be sold on an "**as is where is basis**" and subject to a reserve price of **RM198,000.00 (RINGGIT MALAYSIA ONE HUNDRED AND NINETY EIGHT THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to the approval being obtained by the Purchaser from the relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. Subject to the terms and conditions stated in the Conditions of Sale, any arrears of quit rent, assessments, service/maintenance charges and any other outgoings which may be lawfully due to the relevant authorities up to the date of successful sale of the subject property and all other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful Purchaser.

All intending bidders are required to deposit 10% of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** only in favour of **THE RED APRICOT SDN BHD** on the day of auction sale and the balance of the purchase money shall be paid by the Purchaser within **ninety (90) days** from the date of auction sale to **THE RED APRICOT SDN BHD**, failing which the deposit shall be forfeited by the Assignee at its absolute discretion. **Online bidders are further subject to the Terms and Conditions on ebid.auctions.com.my. Please refer to the Terms and Conditions on ebid.auctions.com.my for the manner of payment of the deposit.**

FOR FURTHER PARTICULARS, please contact **MESSRS KK Lim & Associates**, of **Chambers Twelve, No. 12, Jalan Chempennai, Cempennai Parc, Bukit Damansara, 50490 Kuala Lumpur** [Ref No: KKL/KL/TRA/AUCTION/020, Tel No: 03-20118312] Solicitors for the Assignee herein or the undermentioned Auctioneer.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Ground Floor, No. 1, Jalan Ampang

50450 Kuala Lumpur

Tel: 03-20702226 & 20788590

Our ref: PAH/35515(2)/11/2023(LA)

Email: main@auctions.com.my

Website: www.auctions.com.my

PATRICK K.M. WONG

DANNY T.F. LOH

JEFFREY C.K. CHOONG

Licensed Auctioneers

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN, SURATIKATAN PENYERAHHAKAN DAN SURAT KUASA WAKIL
KESEMUANYA YANG BERTARIKH 18 HARIBULAN OGOS, 2005

ANTARA

THE RED APRICOT SDN BHD [200601004824 (724572-V)]

PIHAK PEMEGANG SERAHHAK

[menggambil alih sebahagian aset dari Malaysia Building Society Berhad melalui Perintah Letakhak pada 9hb Julai 2021]

DAN

LUTPI AMIR BIN KHATIM [No. K/P: 650912-08-5647/A0218030]

PIHAK PENYERAHHAK/PEMINJAM

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah **Perjanjian, Suratikatan Penyerahhakan Dan Surat Kuasa Wakil kesemuanya yang bertarikh 18 haribulan Ogos, 2005** (selepas ini dirujuk sebagai 'Dokumen Sekuriti') diantara Pihak Penyerahhak/Peminjam dan Malaysia Building Society Berhad sekarang terletak kepada Pihak Pemegang Serahhak menurut **Perintah Letakhak oleh Mahkamah Tinggi Kuala Lumpur yang bertarikh 9hb Julai 2021 melalui Saman Pemula No. WA-24NCC-300-07 YEAR 2021**, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak tersebut dengan bantuan Pelelong yang tersebut dibawah

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA LELONGAN AWAM

PADA HARI SELASA, 5 HARIBULAN DISEMBER, 2023

PADA PUKUL 10.30 PAGI

DI PUSAT LELONG

TINGKAT BAWAH, NO. 1, JALAN AMPANG, 50450 KUALA LUMPUR (UNTUK BIDAAN DI TAPAK LELONGAN)

ATAU MELALUI LAMAN WEB KAMI DI EBID.AUCTIONS.COM.MY (BAGI TAWARAN SECARA TALIAN)

(Untuk bidaan atas talian, sila daftar sekurang-kurangnya **satu (1) hari** bekerja sebelum hari lelongan untuk tujuan pendaftaran & pengesahan)
PENAWAR ATAS TALIAN ADALAH SELANJUTNYA TERTAKLUK KEPADA TERMA-TERMA DAN SYARAT-SYARAT DI ebid.auctions.com.my

NOTA: Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa harta tersebut (ii) meminta nasihat dari Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan (iv) serta membuat pertanyaan dengan pihak-pihak lain yang berkenaan termasuk Pemaju sebelum jualan lelong.

BUTIR-BUTIR HAKMILIK

NO. HAKMILIK INDUK/LOT: Pajakan Negeri 386480 Lot 20859 (dahulunya dikenali sebagai H.S.(D) 19018 PT 11880), Mukim Kamunting, Daerah Larut Matang, Negeri Perak Darul Ridzuan
KELUASAN LANTAI: (Unit) lebih kurang 82.96 meter persegi (892.98 kaki persegi)
PENJUAL (PEMAJU): Dominant Star Sdn Bhd
BEBANAN: Serahhak kepada The Red Apricot Sdn Bhd [menggambil alih sebahagian aset dari Malaysia Building Society Berhad melalui Perintah Letakhak pada 9hb Julai 2021]
PEGANGAN: Pajakan selama 99 tahun (tamat tempoh pada 15hb Februari, 2104)

LOKASI DAN PERIHAL HARTANAH:

Harta tersebut adalah **seunit rumah bandar Tingkat bawah** yang terletak di dalam bangunan rumah bandar tiga (3) tingkat yang dikenali sebagai No. Parsel Pemaju: E/107, No. Tingkat: Tingkat 1, No. Bangunan: Blok E, Fairway Heights, Taiping Resort yang beralamat di **Unit No. E-107, Fairway Heights, Taiping Resort, 34600 Kamunting, Perak Darul Ridzuan.**

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediada" dan tertakluk kepada satu harga rizab sebanyak **RM198,000.00 (RINGGIT MALAYSIA SATU RATUS DAN SEMBILAN PULUH LAPAN RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak dan tertakluk kepada Pembeli memperoleh kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. Tertakluk kepada Syarat-Syarat Jualan, segala tunggakan cukai tanah, cukai taksiran, caj perkhidmatan/penyenggaraan dan lain-lain bayaran yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan dan segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli.

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **THE RED APRICOT SDN BHD** pada hari lelongan awam dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **sembilan puluh (90) hari** dari tarikh jualan kepada **THE RED APRICOT SDN BHD**. Sekiranya pembeli gagal mematuhi syarat tersebut, wang deposit akan dirampas oleh Pihak Pemegang Serahhak atas budi bicara mutlak. **Pembida adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di ebid.auctions.com.my. Bakal pembida juga boleh melayari laman web ebid.auctions.com.my untuk maklumat lanjut.**

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **MESSRS KK Lim & Associates**, yang beralamat di Chambers Twelve, No. 12, Jalan Chempennai, Cempennai Parc, Bukit Damansara, 50490 Kuala Lumpur [No. Ruj: KKL/KL/TRA/AUCTION/020, No. Tal: 03-20118312], Peguamcara bagi Pihak Pemegang Serahhak atau Pelelong yang tersebut di bawah.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Tingkat Bawah, No. 1, Jalan Ampang
50450 Kuala Lumpur
Tel: 03-20702226 & 20788590
Ruj kami: PAH/35515(2)/11/2023(LA)
Email: main@auctions.com.my
Website: www.auctions.com.my

PATRICK K.M. WONG
DANNY T.F. LOH
JEFFREY C.K. CHOONG
Pelelong Berlesen

CONDITIONS OF SALE

1 Reserve Price

This sale is subject to the Reserve Price.

2 Bidding

- a. No bid shall be withdrawn or be less than the last previous bid.
- b. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- c. The Auctioneer may refuse any bid or bids without giving any reasons.
- d. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.

3. Assignee's Rights

The Assignee reserves the following rights:

- a. to bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee is the Purchaser and so declared by the Auctioneer, the Assignee shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Borrowers under the said Security Documents and all costs and expenses of, in connection with and resulting from the sale;
- b. to withdraw, postpone, call off or adjourn the auction sale of the Property at any time prior to the auction date and before the fall of the hammer with or without notice; and
- c. to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee may think fit.
- d. to terminate the auction sale of the Property after the fall of the hammer with notice in writing.

4. Withdrawal of Bid

Any bidder who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

5. Prior to the auction

- a. the Assignee reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
- b. all intending bidders (with exception of the Assignee) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Cheque made payable to **THE RED APRICOT SDN BHD** failing which they shall not be entitled to bid; **Please refer to the Terms and Conditions on ebid.auctions.com.my for the manner of payment of the deposit.**
- c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgment by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which the bidder shall be deemed to contract in his own name and not as an agent for another;
- d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which they shall not be entitled to bid;
- e. for Bumiputra lot, only Bumiputra is allowed to act on behalf of the Bumiputra bidder.

6. Prohibited To Act/Bid

- a. No bankrupt is allowed to bid or act as agent. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the deposit paid, as the case may be, shall be forfeited to the Assignee and the Property shall be put up for sale again.
- b. Foreign Citizen/Foreign Company is only allowed to bid for:-
 - i) residential property of which the value is more than RM250,000.00; or
 - ii) non-residential property of which the value is more than RM150,000.00 with the prior consent from the Foreign Investment Committee.

In the event a Foreign Citizen/Foreign Company bids in relation to the sale of the Property of which the value is less than the abovementioned value(s) or without the prior consent from the Foreign Investment Committee, then, the deposit paid, as the case may be, shall be forfeited to the Assignee and the Property may be put up for sale again at a date and time to be fixed by the Assignee.

7. Sale

The Purchaser (except where the Assignee is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum, and on the same day deposit with the Auctioneer further sums by way of **cash or cheque crossed "A/C PAYEE ONLY"** made payable to **THE RED APRICOT SDN BHD** which sums plus the monies deposited pursuant to Clause 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheques are dishonored on presentation then Clause 9 shall take effect. The Auctioneer reserves the right to hold the Memorandum until all the cheques for the actual deposit have been cleared.

8. Completion

Within **90 days** from the date of the auction sale or the extended completion granted by the Assignee (at the Assignee's sole discretion subject to payment of interest at the rate of interest to be determined by the Assignee), the Purchaser shall deposit with the solicitors appointed by the Assignee/Bank simultaneously:

- a. a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **THE RED APRICOT SDN BHD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser; and
- b. the Assignee will execute an assignment (in form and substance acceptable to the Assignee) and deliver up the Security Documents and any other relevant documents in the custody of the Assignee to the Purchaser, but such assignment to the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee shall not be required to assign the property to any person other than the Purchaser.
- c. Subject the Clause 8 (a) & (b) above, the Property in which there is/are outstanding progressive payments due to the Developer, the Purchaser shall:-
 - i) In the event that he/she enquire a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee from its original undertaking;
 - ii) In the event that he/she shall not enquire a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, to provide a bank guarantee in favour of the Developer or pay the balance progressive payment to the Developer according to schedule of the Principal Sale and Purchase Agreement and to release the Assignee from its original undertaking;
 - iii) any payment due and payable to the Developer after the date of sale, including the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Successful Purchaser/Successful Purchaser's financier in giving any undertaking/payment stated in Clause 8(c)i) or Clause 8(c)ii) hereof, shall be borne by the Purchaser absolutely.
 - iv) In the event that the Successful Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee/payment mentioned in the manner and at the time stipulated in Clause 8(c)i) or Clause 8(c)ii) hereof, the Assignee shall be entitled to terminate the sale by a notice in writing to the Successful Purchaser whereon the Deposit referred in Clause 5 shall be forfeited by the Assignee.

9. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the monies previously paid pursuant to Clause 5 and Clause 7 (as the case may be) shall be forfeited absolutely by the Assignee who shall be entitled to put up the property for re-sale again and the costs of such re-sale with the deficiency in price (if any) resulting there-from shall be recoverable as a debt due from the defaulting Purchaser.

10. Quit Rent & Other Outgoings

- a. Subject to Clause 8(c) above, any arrears of quit rent, assessments and service/maintenance charges and any other outgoings which may be lawfully due to the Developer or the relevant authorities parties entitled thereto up to the date of successful sale of the subject property shall be borne by the Purchaser. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

- b. The Purchaser is responsible to make his own enquiries on all liabilities affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he makes any enquiry and neither the Assignee nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.
- c. The stamp duty and registration fee for the Memorandum, the assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

10A. Issuance of strata title/individual title

- a. The Purchaser shall at his/her own cost and expense apply to the relevant authorities for approval to transfer in the event that the strata title/individual title of the Property has been issued.

11. Relevant Authorities Approval

The property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the approval (if any) required from the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of the progress of such applications. No warranty is given by the Assignee that any of the approval can be obtained, but in the event of:

- a. any of the approval not being obtained from the Proprietor and/or State Authorities or other relevant bodies (other than for reasons attributable to any act of default or omission by the Purchaser) on expiry of the time period prescribed for completion: or
- b. any of the approval from the Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee in its absolute discretion; or
- c. the sale herein being set aside for any reason whatsoever by the Assignee or by an Order of Court;

Subject to Clause 6(b) above, the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within 7 days upon service of the notice terminating the sale; and
- the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee, their solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

12. Vacant Possession

The property is sold without vacant possession, thereby no warranty is given that the property can be used for occupation and in the event of circumstances existing which prevents entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the price or for damages. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his own cost and expense take possession of the property.

13. Conditions of Property

- a. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interest, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee to define the same respectively and any error, mis-statement, omission or mis-description discovered in the contract shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- b. The Purchaser shall be deemed to have inspected and investigated the conditions of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.

- c. The Assignee makes no representation as to the ownership of furniture fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases the Assignee accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.

14. General

- a. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
- b. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils.
- c. All statements contained herein are made without responsibility on the part of the Auctioneer or the Assignee or their solicitors and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- d. The Assignee does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- e. The Purchaser shall appoint his own legal counsel and advisors for purposes of all searches and enquiries normally made by a prudent purchaser, and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters and to such matters of which the Purchaser may have actual knowledge.
- f. The Assignee, its Solicitors and the Auctioneer or their agents or employees shall not be liable to any bidders or the Purchasers, including but not limited to liability in tort, in relation to any matters arising from, or in connection with, the auction or sale of the property.
- g. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- h. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- i. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- j. the expression "the Purchaser" include his/her heirs, personal representative, where two or more persons are included, this conditions of sale binds such person jointly and severally.

15. ONLINE TERMS & CONDITION

Online bidders are also bound by online Terms and Conditions contained at ebid.auctions.com.my in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail.

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of ebid.auctions.com.my. (PAH Website)

IMPORTANT

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with MBSB BANK BERHAD / MALAYSIA BUILDING SOCIETY BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a BANK BERHAD / MALAYSIA BUILDING SOCIETY BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full.

1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

- 1.1. Any interested party who intend to participate in the online public auction ("E-Bidders") auction can register as a user by logging onto **PAH Website**
- 1.2. To participate in the online public auction, the party shall:
 - a) be an individual: 18 years and above, of sound mind and not a bankrupt;
 - b) be a corporate body: incorporated under the laws of Malaysia and must not be in liquidation and be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. To register as a user, a party is required to submit/upload the following documents through **PAH Website**:
 - a) Individual: Photocopy of NRIC/Passport
 - b) Corporate:
 - i) Memorandum and Articles of Association/Constitution of company
 - ii) Board of Directors Resolution
 - iii) Form 24, Form 44, Form 49 or equivalent under companies Act 2016 or other applicable laws and a duly signed Board of Director's Resolution.
- 1.4. E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.
- 1.5. E-Bidders only need to register once with true, current and accurate information provided and this registration can be applied for future auctions on **PAH Website**.
- 1.6. E-bidders are responsible to identify the property correctly and to ensure that all the details and description are correct and accurate before bidding.
- 1.7. It is the sole and absolute responsibility of all intending E-Bidders and at the E-Bidders' own costs and expenses, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors, **PAH website** and their respective agents or servants do not in any way make representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.
- 1.8. The registration of an individual or company as an E-Bidder on the **PAH website** shall not be construed as approval of eligibility of the intended bidder to conclude the auction sale.

2. ONLINE PUBLIC AUCTION PROCESS

- 2.1. E-Bidders may browse through the **PAH Website** and select the properties they wish to bid online.
- 2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **PAH Website** Terms and Conditions.
- 2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **PAH Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **10%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **OCBC Bank (Malaysia) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD** **Account No: 7011520709**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 2.5. E-bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents including evidence of payment of the Required Deposit onto **PAH website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.

- 2.6. Registration of Bidders shall be subject to verification and approval of the **PAH Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PAH website**. Neither **PAH Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **two (2) working days**.
- 2.7. E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.
- 2.8. Upon approval and verification by **PAH website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.
- 2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

3. Bidding Process

- 3.1. Bidding shall generally commence based on the sequence of the lot being shown on the **PAH Website**. However the Auctioneer has the right to vary the sequence without having to give prior notice to the intended bidders.
- 3.2. It shall be the responsibilities of the E-bidders to login through **PAH website** to wait for the turn to bid for the property lot in which they intend to bid.
- 3.3. The Auctioneer has the discretion to set a new reserve price in the event that there is more than one (1) registered bidder.
- 3.4. The amount of incremental bid will appear on the website prior to the commencement of the auction.
- 3.5. Registered online Bidders shall start bidding online by pressing the **BID Button** using their own gadgets with internet connection. If your bid is the highest, it will be denoted by a **Green Coloured Box** otherwise it will be a **Red Coloured Box** The highest bid shall flash 10 seconds (subject to change) interval for four (4) times " **Calling Once, Calling Twice, Last Call and Sold**". E-bidders may submit their bid at any of these stages of biddings by pressing the **BID button**. The 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 1 working day 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

- 9.1 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.

