

# PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITY AGREEMENT DATED 1<sup>ST</sup> SEPTEMBER 2015  
AND DEED OF ASSIGNMENT DATED 1<sup>ST</sup> SEPTEMBER 2015

BETWEEN

SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD [COMPANY NO. 49572-H] ...ASSIGNEE/BANK

AND

FATIMAH BINTI PANNA  
(NRIC NO.760803-12-5774)

NOR HALIMA BINTI AHMAT YAKUP  
(NRIC NO.941106-12-5536)

... ASSIGNORS/CUSTOMERS

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facility Agreement and Deed of Assignment both dated the 1<sup>st</sup> day of September, 2015 (hereinafter called 'The Security Document') entered into between the Assignors/Customers and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

## WILL SELL BY PUBLIC AUCTION

ON FRIDAY, THE 19<sup>TH</sup> DAY OF MAY, 2023  
AT 3.00 P.M. IN THE AFTERNOON AT THE AUCTION ROOM  
UNIT A-3-6, 3RD FLOOR, BLOCK A, PLAZA TANJUNG ARU,  
JALAN MAT SALLEH, 88150 KOTA KINABALU, SABAH

Alternatively, prospective bidders may submit bids for the property online via [ebid.auctions.com.my](http://ebid.auctions.com.my)  
(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](http://ebid.auctions.com.my)

NOTE: Prospective bidders are advised to (i) inspect the subject property and check on the Parent Title and Individual Title (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search on the Parent Title and Individual Title at the relevant Land Office and/or other relevant authorities.

### PARTICULARS OF PROPERTY:-

PARENT TITLE NO	:	Parent Title Nos. CL105420675 and CL105420684
ADDRESS	:	TB16131, Lot 071, Bandar Sri Indah Industrial Park, Phase 4A, Mile 10, Jln Apas
DISTRICT / STATE	:	Tawau/Sabah
TENURE	:	To be confirmed
LOT AREA	:	116.1m <sup>2</sup> (1,250 ft <sup>2</sup> ), more or less.
ENCUMBRANCE	:	Assigned to Small Medium Enterprise Development Bank Malaysia Berhad (Company No. 49572-H)

### LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a one and a half (1 ½) storey corner terrace light industrial building bearing postal address of TB16131, Lot 071, Bandar Sri Indah Industrial Park, Phase 4A, Mile 10, Jln Apas, 91000 Tawau, Sabah

### RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM469,800.00 (RINGGIT MALAYSIA FOUR HUNDRED SIXTY NINE THOUSAND AND EIGHT HUNDRED ONLY)** and subject to the **Conditions of Sale** and by way of transfer which is 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, Assessment, service/maintenance charges, sinking fund including the late penalty interest (if any) which may be lawfully due to any relevant authority or the Developer up to the date of successful sale of the subject property shall be deducted from the purchase money upon receipt of the Balance sum, provided that the Assignee/Bank is in receipt of the itemized billing for Quit Rent, Assessment bills issued by the relevant authority and the Developer's invoice/statement of account (if any) from the Purchaser within ninety (90) days from the date of sale. For avoidance of doubt, in the event such invoices and/or itemized billings are not submitted within the stipulated ninety (90) days from the auction date, any subsequent claims made thereunder will not be entertained by the Assignee/Bank and the same shall be borne by the Purchaser solely. All other charges as at the date of auction sale not specific in Clause 10(a) (including but not limited to water bills, electric bills, sewerage charges, telephone bills and/or other monies whatsoever outstanding to the Developer and/or other authority/parties) shall not be borne by the Assignee/Bank. All other fees, cost 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 **Small Medium Enterprise Development Bank Malaysia Berhad** 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 **Small Medium Enterprise Development Bank Malaysia Berhad**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion. **Online bidders are further subject to the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my).****

FOR FURTHER PARTICULARS, please contact **Messrs WV & Partners** of TB16331, 1<sup>st</sup> Floor, Lot No. 34, Perdanajaya Commercial Centre, Jalan Apas, 91000 Tawau, Sabah, Malaysia [Ref No: T23/L020/SME/CW, Tel No. 089-774833, Fax No. 089-754833] Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer.

### PROPERTY AUCTION HOUSE SDN BHD (187793X)

Unit A-3-6, 3rd Floor, Block A,  
Plaza Tanjung Aru, Jalan Mat Salleh,  
88150 Kota Kinabalu,  
Tel: 088-221266 & 088-221262  
Our ref: PAHS7723(3)/3/2023(LA)  
Email: [sabah@auctions.com.my](mailto:sabah@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

TAY SU MEI  
JANET MICHAEL  
Sabah Licensed Auctioneer

# CONDITIONS OF SALE

## 1. Assignee's/Bank's power of sale

This sale is made by **Small Medium Enterprise Development Bank Malaysia Berhad** in exercise of the rights, powers and remedies conferred upon them by the **Facility Agreement and Deed of Assignment both dated the 1<sup>st</sup> September 2015** executed by **FATIMAH BINTI PANNA (NRIC NO. 760803-12-5774)** and **NOR HALIMA BINTI AHMAT YAKUP (NRIC NO.941106-12-5536)** ("the Assignors") ("the Customers") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee/Bank notwithstanding (if such be the case) that separate document of title or strata title for the property have been issued by the relevant authorities.

## 2. Bidding

Subject to these Conditions, the highest bidder (being so determined by the Auctioneer) shall be the Purchaser. The Auctioneer may refuse any bid or bids without giving any reasons. No bid shall be withdrawn or be less than the last previous bid. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid. The Auctioneer shall have the absolute right to withdraw the property at any time before the fall of the hammer, and either after or without declaring the reserve price. If any dispute shall arise as to bidding the Auctioneer's decision shall be final and conclusive.

## 3. Assignee's/Bank's Rights

The Assignee/Bank 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/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignors/Customers 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/Bank may think fit.

## 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/Bank. 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/Bank 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/Bank) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Order made payable to **Small Medium Enterprise Development Bank Malaysia Berhad** failing which they shall not be entitled to bid;
- 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 bid.
- f. **Online bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6** of the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit.

**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/Bank and the Property shall be put up for sale again.
- b. Foreign Citizen/Foreign Company is only allowed to bid for the Property 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 without the consent from the Foreign Investment Committee, the deposit paid, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.

**7. Sale**

The successful bidder (except where the Assignee/Bank 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 Bank Draft or Cashier's Order made payable to **Small Medium Enterprise Development Bank Malaysia Berhad** 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 the Bank shall grant an extension of 30 days subject to a late payment interest equivalent to 8% per annum calculated on daily basis which must be paid up front before the extension is granted:**

- a. a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **Small Medium Enterprise Development Bank Malaysia Berhad**. 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/Bank will execute transfer form prepared by Assignee/Bank's appointed lawyer and deliver up the Security Documents and any other relevant documents in the custody of the Assignee/Bank to the Purchaser only after full payment of Purchase Price payable to the Assignee/Bank, but the cost for the preparation of transfer form and relevant documents as well as cost of transfer in land office shall be made at the expense of the Purchaser.

**9. Default**

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee/Bank 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/Bank 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. Any arrears of Quit Rent, Assessment, service/maintenance charges, sinking fund including the late penalty interest (if any) which may be lawfully due to any relevant authority or the Developer up to the date of successful sale of the subject property shall be deducted from the purchase money upon receipt of the Balance sum, provided that the Assignee/Bank is in receipt of the itemized billing for Quit Rent, Assessment bills issued by the relevant authority and the Developer's invoice/statement of account from the Purchaser within ninety (90) days from the date of sale. For avoidance of doubt, in the event such invoices and/or itemized billings are not submitted within the stipulated ninety (90) days from the auction date, any subsequent claims made thereunder will not be entertained by the Assignee/Bank and the same shall be borne by the Purchaser solely. All other charges as at the date of auction sale not specific in Clause 10(a)(including but not limited to water bills, electric bills, sewerage charges, telephone bills and/or other monies whatsoever outstanding to the Developer and/or other authority/parties) shall not be borne by the Assignee/Bank.

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 Transfer and all other documents necessary for effecting the transfer or assigning the legal and 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/Bank 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 Purchaser acknowledges and declares that he has notice of and has appraised:-
  - (i) the sale and purchase agreement between the Developer and/or Proprietor of the land (where the property is located) and subsequent purchaser(s);
  - (ii) the individual title has been issued.
- d. The stamp duty and registration fee for the Memorandum of Transfer, the assignment and subsequent transfer (as the case may be) and other costs which is necessary to effect the transfer of the property into the name of the Purchaser in the title deed (as the case may be) shall be borne and paid by the Purchaser.

## 11. TRANSFER

### (a) Consent

The property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the consents (if necessary) required from the Developer and/or the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer and/or Proprietor and/or the State Authorities or relevant bodies except those mentioned in Clause 10(a) 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 consents can be obtained, but in the event of:

- a any of the consents not being obtained from the Developer and/or 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 consents from the Developer and/or 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;

then 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/Bank 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/Bank) 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/Bank 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/Bank, their solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

In the event of any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies, on expiry of the time period prescribed for completion herein, due to reasons attributable to any act of default or omission by the Purchaser or non-fulfillment by the Purchaser of any requirements imposed on the purchase of low or low-medium cost property, the Assignee/Bank shall be entitled, at its absolute discretion, to treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee/Bank shall be forfeited absolutely to the Assignee/Bank as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee/Bank, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee/Bank shall be entitled to put up the property for re-sale again.

### (b) Registration

It is the Purchaser's obligation to register the transfer at Land Registry at its own cost. In the event that the transfer cannot be registered with Land Registry for whatsoever reason which is not attributable to any act of default or omission by the Purchaser, 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/Bank 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/Bank) 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/Bank 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/Bank, 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/Bank 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 notice of the nature of the title deed and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by law and the relevant provisions of the Sabah Land Ordinance Cap. 68 under which the title to the land is issued. Neither the Assignee, their solicitors nor the Auctioneer is obliged to enquire as to whether the Purchaser can eventually take a registered legal interest in the property auctioned or whether any covenant or condition in the said parent title or individual title has been performed or has expired or otherwise.
- c. 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.
- d. The Assignee/Bank 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/Bank 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. The Valuation report prepared for the Assignee/Bank

leading to this auction sale is solely and exclusively for ascertaining the reserved price and as such is confidential to the Assignee/Bank, their solicitors and the Auctioneer. Neither the Assignee/Bank, their solicitors and the Auctioneer shall in anyway be responsible or liable for any mis-description, mis-representation, error and or omission in such report. Any reliance on the report by the Purchaser shall be at his/her own risk.

- d. The Assignee/Bank 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. For the purpose of this auction, the Assignee's solicitors are acting solely for the Assignee and are therefore not obliged to advise the Purchaser on the provisions of the Real Property Gain Tax Act 1976 or any other matters in connection with this auction.
- f. The Assignee/Bank, 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.

- 15. Online bidders are also bound by online Terms and Conditions contained at [ebid.auctions.com.my](http://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.**

## SCHEDULE OF RELATED DOCUMENTS

No.	Date	Description
1.	28.12.2007	Sale and Purchase Agreement between Amiruddin Bin Baddu ("Vendor") and Fatimah Binti Panna and Nor Halima Binti Ahmat Yakup ("Purchaser")
2.	01.09.2015	Facility Agreement between Small Medium Enterprise Development Bank Malaysia Berhad ("the Bank") and Fatimah Binti Panna & Nor Halima Binti Ahmat Yakup ("the Customer")
3.	01.09.2015	Deed of Assignment between Small Medium Enterprise Development Bank Malaysia Berhad ("the Bank") and Fatimah Binti Panna & Nor Halima Binti Ahmat Yakup ("the Assignor")

## **ONLINE PUBLIC AUCTION TERMS AND CONDITIONS**

The Terms and Conditions specified herein shall govern all users of [ebid.auctions.com.my](http://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 SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA 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 a 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 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**, the **Bank** 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](http://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](http://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.