

# PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY  
ALL DATED THE 28<sup>TH</sup> DAY OF JANUARY, 2006

BETWEEN

PUBLIC BANK BERHAD (6463-H)

ASSIGNEE

AND

ZAINUDDIN BIN MAT SALLEH (NRIC NO: 670923-02-5525 / A0805375)

ASSIGNOR

In exercise of the rights and powers conferred upon the Assignee under the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 28<sup>th</sup> day of January, 2006** entered into between the Assignee and the said Assignor it is hereby proclaimed that the said Assignee with the assistance of the undermentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

ON MONDAY, THE 26<sup>TH</sup> DAY OF JUNE, 2023

AT 3.00 P.M. IN THE AFTERNOON

AT EBID.AUCTIONS.COM.MY

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 & 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 issuance of separate individual strata title (ii) seek legal advice on all matters in connection with the auction sale, including the Conditions of Sale herein (iii) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies. (v) check and verify whether the sale is subject to any prevailing tax imposed by the Government of Malaysia.

### PARTICULARS OF STRATA TITLE

The strata title for the subject property has yet been issued.

TITLE/LOT NO:	GRN 166071, LOT No. 20306 Mukim 13, District of North East, State of Penang
DEVELOPER'S PARCEL NO:	Parcel No. 73, 4 <sup>th</sup> Floor, Building No. 3A, Kompleks Bukit Jambul
FLOOR AREA: (Unit)	approximately 281 sq. feet (26.1 sq. metres)
TENURE:	Freehold
DEVELOPER/PROPRIETOR:	Pulau Kellisa Sdn. Bhd (formerly known as Penas Development Sdn. Bhd.)
ENCUMBRANCES:	Assigned to Public Bank Berhad

### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is a unit of **shop lot** located on level 5 of Block 3A, and bearing assessment address of Unit No. 3A-4-73, Jalan Rumbia, Kompleks Bukit Jambul, 11900 Bayan Lepas, Penang.

RESERVE PRICE : RM46,700.00

The sale of the subject property may be subjected to any prevailing tax imposed by the Government of Malaysia. In the event that there is any prevailing tax payable, the selling price is excluding the same. The successful bidder shall, therefore be liable to pay the same (if any).

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM46,700.00 (RINGGIT MALAYSIA FORTY SIX THOUSAND AND SEVEN HUNDRED ONLY)**, subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority. Online bidders are further subject to the Terms & Conditions on <http://ebid.auctions.com.my>.

The successful bidder shall be solely responsible to pay all the fee and charges imposed by the Liquidator / Developer (in liquidation) and comply with all procedures and documentation required by Liquidator / Developer (in liquidation).

### DEPOSIT

All intending bidders are required to deposit **10%** of the fixed reserve price and any prevailing tax that may be imposed by the Government of Malaysia (if applicable) by **bank draft** or **cashier's order** only in favour of **PUBLIC BANK BERHAD** prior to the auction sale with the undermentioned Auctioneer. The balance of the purchase price together with any prevailing tax payable (if applicable) are to be settled within **ninety (90) days** from the date of auction sale to **PUBLIC BANK BERHAD** via **RENTAS**. The **RENTAS** payment must be made accompanied with details per **Clause 11 of the Conditions of Sale**.

Online bidders are further subject to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my).

For further particulars, please contact **Public Bank Berhad, Penang Credit Control Centre** (Ref: PCCC/JMR/2048858026/CAN2, Tel No : 04-2623376) or **M/S Lio & Partners**, Solicitors for the Assignee herein whose address at No. 7058, 2<sup>ND</sup> Floor, Jalan Ong Yi How, 13400 Butterworth, Penang [Ref: BW/CCH/LIT/2015-097/PBB-HL(FOR)/ZMS(NHH/cn), Tel: 04-3107989, Fax: 04-3107987] or the undermentioned Auctioneer.

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

No. 16, 1<sup>st</sup> Floor, Lebu Sungai Pinang 5,  
11600 Penang  
Tel: 04-2820525 / 04-2820527  
Fax: 04-2820528  
Our ref: PAHP/4630(5)/06/2023/LACA  
Email: [penang@auctions.com.my](mailto:penang@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

**PATRICK WONG KOON MENG**  
**DAVID THONG KIN KEONG**  
Licensed Auctioneer

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN PINJAMAN KEMUDAHAN, SURATIKATAN PENYERAHHAKAN DAN SURAT KUASA WAKIL KESEMUANYA YANG BERTARIKH 28 HARIBULAN JANUARY, 2006

ANTARA

PUBLIC BANK BERHAD (6463-H)

PIHAK PEMEGANG SERAHHAK

DAN

ZAINUDDIN BIN MAT SALLEH (NO. K/P: 670923-02-5525 / A0805375)

PIHAK PENYERAHHAK

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah Perjanjian Pinjaman Kemudahan, Suratikatan Penyerahhakan dan Surat Kuasa Wakil kesemuanya yang bertarikh 28 haribulan January, 2006, dimasukkan diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak tersebut dengan dibantu oleh Pelelong yang tersebut dibawah

**AKAN MENJUAL SECARA  
LELONGAN AWAM  
PADA HARI ISNIN, 26 HARIBULAN JUN, 2023  
PADA PUKUL 3.00 PETANG  
DI LAMAN WEB EBID.AUCTIONS.COM.MY**

Penawar yang berminat boleh mengemukakan bidaan untuk Hartanah atas talian ("online") melalui laman web [ebid.auctions.com.my](http://ebid.auctions.com.my) (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](http://ebid.auctions.com.my)

NOTA : Bakal-bakal pembeli adalah dinasihatkan agar : (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik strata berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-Syarat Jualan (iii) membuat carian Hakmilik induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputra Warganegara Malaysia sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong. Penawar yang berjaya (Pembeli) dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan.(v) memeriksa dan mengesahkan samada jualan ini tertakluk kepada sebarang cukai yang dikenakan oleh pihak Kerajaan Malaysia.

## BUTIR-BUTIR HAKMILIK STRATA

Hakmilik strata bagi harta tersebut belum dikeluarkan.

NO HAKMILIK/LOT: GRN 166071, LOT No. 20306. Mukim 13, Daerah Timur Laut, Pulau Pinang  
PARSEL NO PEMAJU: No. Parsel 73, No. Tingkat 4, No. Bangunan 3A, Kompleks Bukit Jambul  
KELUASAN LANTAI: (Unit) lebih kurang 281 kaki persegi (26.1 meter persegi)  
PEGANGAN: Kekal  
PEMAJU/PEMILIK: Pulau Kellisa Sdn. Bhd (dahulunya dikenali sebagai Penas Development Sdn. Bhd.)  
BEBANAN: Serahhak kepada Public Bank Berhad

## LOKASI DAN PERIHAL HARTANAH:

Harta tersebut adalah seunit Lot Kedai yang terletak di tingkat 5 No. Blok 3A, beralamat taksiran di Unit No. 3A-4-73, Jalan Rumbia, Kompleks Bukit Jambul, 11900 Bayan Lepas, Penang.

HARGA RIZAB : RM46,700.00

Penjualan hartanah tersebut mungkin tertakluk kepada liabiliti untuk membayar cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia. Sekiranya didapati cukai dikenakan, harga jualan adalah tidak termasuk cukai yang dikenakan tersebut dan penawar berjaya adalah bertanggungjawab ke atas cukai tersebut.

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedianya", tertakluk kepada satu harga rizab sebanyak RM46,700.00 (RINGGIT MALAYSIA EMPAT PULUH ENAM RIBU DAN TUJUH RATUS SAHAJA), akan dijual mengikut Syarat-syarat Jualan dengan cara Penyerahhakan dari Pihak Pemegang Serahhak dan tertakluk kepada Pembeli memperoleh kebenaran untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, jika ada, termasuk semua terma, syarat-syarat, stipulasi dan waad dimana mungkin yang akan dikenakan oleh Pihak Berkuasa yang berkenaan. Pembeli melalui online juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam <http://ebid.auctions.com.my>.

Penawar yang berjaya bertanggungjawab sepenuhnya untuk membayar semua yuran dan caj yang dikenakan oleh Pelikuidasi / Pemaju (dalam pembubaran) dan mematuhi semua prosedur dan dokumentasi yang diperlukan oleh Pelikuidasi / Pemaju (dalam pembubaran).

## DEPOSIT

Semua Penawar yang ingin membuat tawaran adalah dikehendaki mendeposit 10% daripada harga rizab dan termasuk cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia (jika berkenaan) dengan bank draf atau kasyier order kepada PUBLIC BANK BERHAD jualan lelongan kepada Pelelong yang tersebut dibawah. Baki harga belian bersama dengan cukai yang kena dibayar (jika berkenaan) hendaklah dibayar dalam tempoh sembilan puluh (90) hari dari tarikh jualan lelongan awam kepada PUBLIC BANK BERHAD melalui RENTAS. Pembayaran RENTAS hendaklah dibuat dengan disertakan seiring dengan butir-butir seperti di Klausa 11 Syarat-Syarat Jualan.

Penawar atas talian adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di [ebid.auctions.com.my](http://ebid.auctions.com.my)

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan Public Bank Berhad, Penang Credit Control Centre, [Ruj: PCCC/JMR/2048858026/CAN2 di No Tel: 04-2623376 atau Tetuan Lio & Partners, Peguamcara bagi Pihak Pemegang Serahhak yang beralamat di No. 7058, Tingkat 2, Jalan Ong Yi How, 13400 Butterworth, Pulau Pinang [Ruj: BW/CCH/LIT/2015-097/PBB-HL(FOR)/ZMS(NHH/cn, Tel: 04-3107989, Faks: 04-3107987] atau Pelelong yang tersebut di bawah

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

No. 16, Tingkat 1, Lebu Sungai Pinang 5,  
11600 Pulau Pinang  
Tel: 04-2820525 / 04-2820527  
Faks: 04-2820528  
Ruj kami: PAHP/4630(5)/06/2022/LACA  
Email: [penang@auctions.com.my](mailto:penang@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

PATRICK WONG KOON MENG  
DAVID THONG KIN KEONG  
Pelelong Berlesen

**CONDITIONS OF SALE**

1. This sale by Public Auction is made by **PUBLIC BANK BERHAD** ("the Assignee") in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 28<sup>th</sup> day of January, 2006** ("the Assignors") in favour of the Assignee and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale.
3. The Assignee be and is hereby at liberty to bid for the property at the sale (without having to pay any deposit whatsoever.) The Auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 28<sup>th</sup> day of January, 2006** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than the last previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of 10% of the reserve price shall be forfeited by the Assignee and the property shall, at the option of the Assignee, be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
5. All intending bidders (**with the exception of the Assignee**) are required to deposit with the Auctioneer the sum equivalent to **10%** of the fixed reserve price for the property **and any prevailing tax that may be imposed by the Government of Malaysia (if applicable)** by **bank draft or cashier's order** only made in favour of **PUBLIC BANK BERHAD 15 minutes prior to the auction sale. For online bidders please refer to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit.** However the Auctioneer may with the concurrence of the Assignee or its solicitors accept the deposit partly by bank draft or cashier's order and partly in cash or wholly in cash. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorised to sign all the necessary documents. All intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid. In the event that a Bumiputra lot is sold to a non Bumiputra or if the successful bidder is below the age of 18 or is an undischarged bankrupt or is not legally competent to purchase the property, then such sale shall be cancelled and the deposit paid shall be refunded free of interest to the successful bidder and thereafter the Assignee shall be at liberty to put up the property for sale. A foreign citizen/foreign company may be allowed to bid for the property and if the bid is successful, the sale is subject to the foreign citizen/company applying and obtaining at his/her/its own cost to the Foreign Investment Committee (**if applicable**) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 11 hereof.
6. **Each bid will be called for 3 times, "Calling Once", "Calling Twice", "Last Call". Bidders may submit their bid at any of these stages of bidding.**
7. **When system displays "SOLD", no further bids will be accepted by the Auctioneer, whether on site or through the Auctioneer's website.**
8. **The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer by the Auctioneer. No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale and no bidding shall be withdrawn or retracted. Should there be any withdrawal or retraction from the registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit ("Bidding Deposit") shall be forfeited to the Assignee/Bank and the Property shall be at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date. For online bidders please refer to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the same.**
9. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee if it is the Purchaser**) shall pay to the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid **and any prevailing tax that may be payable for the 10% deposit (if applicable)** either in **CASH or BANK DRAFT** in favour of **PUBLIC BANK BERHAD** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee subject to the provisions of Clauses 10 and 13.
10. In the event the Purchaser fails to pay a deposit equivalent to 10% of the successful bid **and any prevailing for the 10% deposit (if applicable)** on the deposit or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 or Clauses 9 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the assignee, their solicitors or the auctioneer and/or their respective agents or servants in relation thereto.
11. The balance of the purchase price **together with the any prevailing tax (if applicable) [together with inward RENTAS Service Charges (if any)]** shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **ninety (90) days** from the date of the auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details :-**

(I) **BENEFICIARY**

- **Name** : JMR-IBT Settlement Account
- **Account No.** : 3-9975171-08

(II) **PAYMENT DETAILS**

- **Reference** : 2-0488580-26 Note No. 00010
- **Description** : PCCC/JMR/2048858026 (00010)  
Borrower: Zainuddin Bin Mat Salleh

The Assignee or the Solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect/incomplete/omission of **RENTAS** remittance payment details. Upon payment via **RENTAS**, the Purchaser shall immediately forward the **RENTAS** Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.

12. **The period of 90 days will not be extended by the Assignee** unless the Purchaser shall have, prior to the expiry of the said period, issued a written request to the Assignee applying for an extension of time and the Assignee may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment charges/compensation at such rate/amount as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
13. In default of such payment of the balance of the purchase price **together with any prevailing tax (if applicable)** within the time and in the manner stipulated in Clause 11 above, the deposit paid pursuant to Clauses 5 and 9 above shall be forfeited by the Assignee and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser.
14. Upon full payment of the balance of the purchase price **together with any prevailing tax for the balance purchase price (if applicable)** in accordance with Clause 11 above and subject to the consent to transfer from the Developer/Vendor\*\* and/or any relevant authorities (if applicable), being obtained by the Purchaser, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignors upon such terms and conditions stipulated by the Assignee at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the said Assignment including the Solicitors' fees and disbursements in preparing the said Deed of Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/Vendor\*\* and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Assignee the Assignee shall deliver to the Purchaser or his/her Solicitor the duly executed Assignment, the original Sale and Purchase Agreement and original copy(ies) of the previous Agreements **and if any of the aforesaid documents are not available**, the Assignee shall provide certified true copies thereof. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. **\*The Purchaser undertakes to forward to the Developer upon completion the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the developer under the Sale and Purchase Agreement as required by Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 within fourteen (14) days from the date of stamping of the Deed of Assignment and to forward a copy of the covering letter/acknowledgement of receipt by the developer to the Assignee or its Solicitors.\***
15. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.
16. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
17. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee in granting the consent to the sale herein (if applicable), it is hereby agreed that **any arrears of quit rent and assessment rate [excluding penalty, attachment warrant and late charges and any prevailing tax imposed by the Government of Malaysia (if applicable)], service and maintenance charges [excluding penalty interest, late charges and utilities bills and any prevailing tax imposed by the Government of Malaysia (if applicable)], (hereinafter collectively referred to as "outstanding charges")** which may be lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer or to the Joint Management Body or Management Corporation or to any body/corporation/entity responsible for managing/maintaining the property up to the date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money and in any event upon the Assignee's receipt of the balance purchase money in cleared funds.

The "Outstanding Charges" referred above which are to be borne by the Assignee will be capped as follows:

<b><u>Property Reserve Price (RM)</u></b>	<b><u>Maximum Outstanding Charges to be borne by the Assignee</u></b>
Less than RM 250,000.00	RM10,000.00
RM250,001.00 to Less than RM500,000.00	RM15,000.00
RM500,001.00 to Less than RM1,000,000.00	RM20,000.00
RM1,000,001.00 to Less than RM2,000,000.00	RM25,000.00
RM2,000,001.00 to Less than RM3,000,000.00	RM30,000.00
RM3,000,001.00 onwards	RM50,000.00

The arrears in quit rent and assessment bills excluding penalty, attachment warrant and late charges and any prevailing tax imposed by the Government of Malaysia (if applicable) shall only be paid provided that the Assignee is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment issued by the relevant authorities from the Purchaser within **ninety (90) days** from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser.

Herein shall impose obligations on the part of the Purchaser to pay all outstanding utilities bills namely water, electricity, telephone, sewerage, Indah Water Konsortium Sdn Bhd charges, interest, fines, penalties [including any prevailing tax imposed by the Government of Malaysia (if applicable)] or other charges of personal nature due and payable [including any prevailing tax imposed by the Government of Malaysia (if applicable)] by the Assignor to the relevant authority or the Developer. Further, it shall be the duty of the Purchaser to obtain **\*at their own cost the particulars as stated in Section 22D (4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain\*** copies of the outstanding charges from the relevant authorities and/or the total amount due to the Developer under the Sale and Purchase Agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's Solicitors for approval. **The Purchaser shall bear the Administrative Fee to the Developer and pay all fees and expenses including any prevailing tax imposed by the Government of Malaysia (if applicable) but not limited to all legal fees, stamp duty, vetting fees and registration fees in connection with, incidental to or pursuant to this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.**

18. Any other charges as at the date of the auction sale not specified in Clause 17 [including but not limited to telephone bills, water bills, electric bills and sewerage charges **and any prevailing tax imposed by the Government of Malaysia (if applicable)**], which is outstanding, shall not be borne by the Assignee.
19. The property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or thereover, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
20. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
21. The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
22. **The Assignee will not be liable for any caveats filed (by 3<sup>rd</sup> party/ies) and it is the duty of the Purchaser to remove the caveat at their own cost (if any).**
23. In the event the sale being set aside for any reasons whatsoever whether by the Assignee or by an Order of Court or consent not being obtained by the Purchaser from the Developer/Vendor\*\* or any other relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, its Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee, its Solicitors and the Auctioneer or their respective servants or agents.
24. The Purchaser shall within **ninety (90) days** from the date of the auction sale herein apply to and obtain from the Developer/Vendor\*\* and/or other relevant authorities (**if applicable**) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer/Vendor\*\* or other relevant authorities (**if applicable**) in granting the said consent to transfer or assigning to the Purchaser within the said period of **ninety (90) days** or within such period as may be specified by the Developer/Vendor\*\* and/or the relevant authority (**if applicable**), whichever is earlier and to keep the Assignee or the Assignee's Solicitors informed at all times of the developments and to forward a copy of the consent to the Assignee's Solicitor upon receipt of the same. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
25. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within 90 days from the date of the successful auction subject to Clause 12 above.
26. In the event the consent from the Developer/Vendor\*\* and/or other relevant authorities shall be granted subject to the conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all costs and fees incurred by the Assignee, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and/or demands whatsoever against the Assignee, its Solicitors, the Auctioneer or their respective servants or agents.
27. Notwithstanding there no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed of Assignment or the Memorandum of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event, the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The auctioneer, The Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property.
28. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Assignee or its Agent to give vacant possession.
29. 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 and on "as is where is" basis.
30. All necessary inquiries and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.

31. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
32. Unless expressly provided herein, the Assignee, the Assignee Solicitors and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused arising.
33. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee, the Assignee's Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Assignee, its Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the property.
34. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
35. The Assignee and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.
36. Time whenever mentioned shall be of essence of this Conditions of Sale.
37. The successful Purchaser is advised to appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.
38. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.
39. **The sale of the subject property may be subjected to the liability to pay any prevailing tax that may be imposed by the Government of Malaysia (if applicable). In the event that there is any prevailing tax that is payable, the selling price is excluding the same.**
40. **The Purchaser is liable to any present or future, direct or indirect, Malaysia or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any tax such as Sales and Services Tax under the Sales and Services Tax Act 2018 and other taxes, any interest, fines or penalties in respect thereof. In the event that there is any prevailing tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.**
41. **Online bidders are taken to have read, understood and agree to be bound by the Terms and Conditions stated in [ebid.auctions.com.my](http://ebid.auctions.com.my).**

**Note**

1. \* **Applicable only for properties that comes within the definition of 'housing accommodation' under the Housing Development (Control and Licensing) Act, 1966 (hereinafter referred to as the 'Residential Properties').**
2. \*\* **Applicable for properties other than Residential Properties.**

## **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**)

### **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 **Public Bank Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No: 3208242935**. 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 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**

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.