

JUALAN LELONG

Dengan ini diisytiharkan bahawa Penjual dengan kebenaran Pemilik Berdaftar dengan dibantu oleh Property Auction House Sdn. Bhd.

**AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA
LELONGAN AWAM
SECARA ATAS TALIAN
PADA HARI SELASA, 5 HARIBULAN NOVEMBER, 2024
PADA PUKUL 11.00 PAGI
DI LAMAN WEB EBID.AUCTIONS.COM.MY
LAWATAN TAPAK RASMI : 28 & 29 OKTOBER 2024**

Penawar yang berminat boleh mengemukakan bidaan untuk Hartanah atas talian ("online") melalui laman web 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**

NOTA: Bakal-bakal pembeli adalah dinasihatkan untuk memeriksa harta tersebut, mendapatkan nasihat undang-undang mengenai Syarat-syarat Jualan, membuat carian hakmilik secara rasmi di Pejabat Tanah yang berkenaan dan membuat pertanyaan dengan pihak Pemaju dan/atau pihak-pihak berkuasa yang lain yang berkenaan mengenai kebenaran jualan sebelum jualan lelong.

BUTIR-BUTIR HAKMILIK:

Hakmilik individu bagi harta tersebut telah dikeluarkan.

NO. HAKMILIK INDIVIDU/LOT: PN 81850 Lot 15077 (dahulunya dikenali sebagai HS(D) 43568 PTD 9124) Mukim Pantai Timur, Daerah Kota Tinggi, Negeri Johor
ANGGARAN KELUASAN TANAH: 279 meter persegi
PENJUAL: KPRJ Development Sdn Bhd
PEMILIK BERDAFTAR: Perbadanan Setiausaha Kerajaan Johor (SSI)
PEGANGAN: Pajakan 99 tahun (tamat pada 23/8/2116)
KATEGORI KEGUNAAN TANAH: Bangunan.

SYARAT-SYARAT NYATA:

- Tanah ini hendaklah digunakan untuk sebuah Rumah Kediaman Berbandung Satu Tingkat, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan.
- Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan/dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan.
- Segala dasar dan syarat yang ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi.

SEKATAN KEPENTINGAN: Tanah ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada Bukan Warganegara/Syarikat Asing tanpa persetujuan Pihak Berkuasa Negeri

LOKASI DAN PERIHAL HARTANAH:

Harta tersebut adalah sebuah rumah berbandung satu tingkat tiga (3) bilik yang beralamat di **No. 5, Jalan Jauhar 2, Taman Bayu Damai, 81600 Pengerang Johor.**

HARGA RIZAB: Hartanah tersebut akan dijual "dalam keadaan sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM190,000.00 (RINGGIT MALAYSIA SATU RATUS SEMBILAN PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dan kebenaran (jika perlu) daripada Pihak Penjual/Tuan Punya dan/atau pihak-pihak lain yang berkenaan.

Semua penawar yang ingin membuat tawaran dikehendaki men deposit kepada Pelelong, **5%** daripada harga rizab secara **Bank Draf** atau **Kasyier Order** atas nama **Property Auction House Sdn Bhd** sekurang-kurangnya **satu (1) hari** sebelum tarikh lelongan dan mestilah **sebelum jam 5.00 petang** di Property Auction House Sdn Bhd atau **pemindahan segera perbankan atas talian** sekurang-kurangnya **(1) hari sebelum tarikh lelongan dan mestilah sebelum jam 5.00 petang**. Baki harga belian hendaklah dijelaskan dalam tempoh **seratus dua puluh (120) hari** dari tarikh lelong.

Penawaran atas talian, sila rujuk Terma & Syarat di ebid.auctions.com.my untuk cara-cara pembayaran deposit.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Norzita & Julia** di No. 33-01, Jalan Kempas 3, Taman Desaru Utama, Bandar Penawar, 81930 Kota Tinggi, Johor, No Tel: 07-8280142 Peguamcara bagi Pihak Penjual/Pemilik Berdaftar atau Pelelong di bawah.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

No. 98, Jalan Wijaya, Century Garden,
80250 Johor Bahru, Johor Darul Takzim,

Tel: 07-3336226 & 3333226

Ruj kami: PAHJ/7158(1)/8/2024(EA)

Email: johor@auctions.com.my

Laman Web: www.auctions.com.my

ALI AKBAR BIN MOHAMAD TAHIR

Tel: **012-6102726**

Pelelong Berlesen

AUCTION SALE

It is hereby proclaimed that the Vendor on behalf of the Registered Owner
with the assistance of Property Auction House Sdn. Bhd.

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

VIA ONLINE ONLY

ON TUESDAY, THE 5TH DAY OF NOVEMBER, 2024

AT 11.00 A.M IN THE MORNING

AT EBID.AUCTIONS.COM.MY

OFFICIAL SITE VISIT: 28TH & 29TH OCTOBER 2024

Prospective bidders may submit bids for the property online via 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

NOTE: Prospective bidders are advised to inspect the subject property, seek independent legal advice on the Conditions of Sale, conduct an official title search at the relevant Land Office and to make enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale.

PARTICULARS OF TITLE:

The individual title for the subject property has been issued.

TITLE NO. / LOT NO.: PN 81850 Lot 15077 (formerly known as HS(D) 43568 PTD 9124) Mukim of Pantai Timur, District of Kota Tinggi, State of Johor

ESTIMATED LAND AREA: 279 square metres

TENURE: 99 years leasehold (expiring on 23/8/2116)

PENJUAL: KPRJ Development Sdn Bhd

REGISTERED PROPRIETOR: Perbadanan Setiausaha Kerajaan Johor (SSI)

CATEGORY OF LAND USE: Building.

EXPRESS CONDITIONS:

- i) Tanah ini hendaklah digunakan untuk sebuah Rumah Kediaman Berbandung Satu Tingkat, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan.
- ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan/dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan.
- iii) Segala dasar dan syarat yang ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi.

RESTRICTION IN INTEREST: Tanah ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada Bukan Warganegara/Syarikat Asing tanpa persetujuan Pihak Berkuasa Negeri

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a three (3) bedroom single storey semi detached house bearing postal address of **No. 5, Jalan Jauhar 2, Taman Bayu Damai, 81600 Pengerang Johor.**

RESERVE PRICE:

The property will be sold on an "as is where is" basis subject to a reserve price of **RM190,000.00 (RINGGIT MALAYSIA ONE HUNDRED NINETY THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Vendor/Owner and/or other relevant authorities if any.

All intending bidders are required to deposit with the auctioneer, prior to the auction sale **5%** of the reserve price by **Bank Draft or Cashier's Order** only in favour of **Property Auction House Sdn Bhd** by/before **5.00pm** at least **one (1) day before** auction day at the office of Property Auction House Sdn Bhd or remit the same through **online banking instant transfer** by/before **5.00pm** at least **one (1) day before auction day**. The balance of the purchase price shall be paid in full within **one hundred and twenty (120) days** from the date of the auction sale. **For online bidders please refer to the Terms & Conditions on ebid.auctions.com.my on the manner of payment of the deposit.**

FOR FURTHER PARTICULARS, please contact **M/S Norzita & Julia** of No. 33-01, Jalan Kempas 3, Taman Desaru Utama, Bandar Penawar, 81930 Kota Tinggi, Johor, Tel No: 07-8280142] Solicitors for the Owner/Vendor herein or the undermentioned Auctioneer:-

PROPERTY AUCTION HOUSE SDN BHD (187793X)
No. 98, Jalan Wijaya, Century Garden,
80250 Johor Bahru, Johor Darul Takzim,
Tel: 07-3336226 & 3333226
Our ref: PAHJ/7158(1)/8/2024(EA)
Email: johor@auctions.com.my
Website: www.auctions.com.my

ALI AKBAR BIN MOHAMAD TAHIR
Tel: **012-6102726**
Licensed Auctioneer

CONDITIONS OF SALE

1. This sale is made by the **Vendor** and the **Registered Proprietor of the Property ("the Owner")** and **Property Auction House Sdn Bhd (Company No. 187793-X) ("the Company")** and the Auctioneer acts on behalf of the Owner/Vendor in putting up the Property for sale by public auction.
2. The Property is to be sold on **as is where is basis** and free from encumbrances with vacant possession.
3. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the successful bidder ("**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 and to withdraw, postpone and call off the auction sale at any time prior to the fall of the hammer without giving any reasons. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the auction sale. In the case of any dispute as to any bid, the Auctioneer may forthwith determine the dispute or put the Property up again for sale or declare the Property sold at the last undisputed bid or withdraw the Property from the auction.
4. No bid shall be less than the previous bid and the reserve price and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of **5%** of the reserve price shall be forfeited to the Owner/Vendor and the Property shall at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another time and date.
5. All intending bidders are required to deposit with the Auctioneer **5%** of the reserve price for the Property by **bank draft or cashier's order only** in favour of **Property Auction House Sdn Bhd by/before 5.00pm** at least one (1) day before auction day at the office of Property Auction House Sdn Bhd or remit the same through **online banking instant transfer by 5.00pm** at least one (1) day before auction day. Nevertheless, the Auctioneer may at its sole discretion to accept at the same day deposit 5% of the reserve price from the intending bidders even if it is made after 5.00pm a day before the auction day. 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 is acting on behalf of another person, body corporate or firm and he is authorised to sign all the necessary documents. For Bumiputra lots, only Bumiputra are allowed to bid and act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of the auction sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity at the auction sale. **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 for the manner of payment of the deposit.**
6. Immediately after the fall of the hammer, the Purchaser shall pay to the Auctioneer, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 5% from the total amount successful bid (the total amount of the successful bid is hereafter referred to as "**the Purchase Price**") either in cash or by bank draft/cashier's order which sum together with the sum paid earlier under Clause 5 hereof as payment of deposit and towards part payment of the Purchase Price ("**the Deposit**") and shall sign a sale contract at the foot of these conditions ("**the Sale Contract**"). The Deposit shall be held by the Auctioneer subject to the provisions of Clause 7.
7. In the event that the Purchaser fails to pay the Deposit or fails to sign the Sale Contract **within three (3) working days**, the Deposit paid shall be forfeited by the Owner/Vendor and the Property may be put up for sale again at a time to be fixed to the Owner/Vendor.
8. In addition to Clause 7 above, the Purchaser shall also sign a Sale and Purchase Agreement with the Owner/Vendor **within seven (7) days** from the date of auction sale and the Purchaser shall therefore be subject to the terms and conditions of the Agreement. Failure to comply with this condition will result the Sale Contract being terminated and the Deposit paid earlier shall be forfeited by the Owner/Vendor.
9. The balance of the purchase price ("Balance Purchase Price") shall be paid in full by the Purchaser to the Owner/Vendor's Solicitors within **one hundred and twenty (120) days from the date of the auction sale ("Payment Date")**.
10. In the event that the Purchaser shall fail to pay the Balance Purchase Price by the Payment Date, the Sale Contract herein and the Sale and Purchase Agreement thereof shall be deemed to be terminated and the Deposit shall be

forfeited by the Owner/Vendor as agreed liquidated damages and thereafter the Owner/Vendor shall be at liberty to deal with the Property in such manner as the Owner/Vendor shall deem fit. For the avoidance of doubt, no extension of time will be granted upon expiration of the Payment Date.

11. The Vacant Possession of the property shall be delivered to the Purchaser within **fourteen (14) days** after the balance of purchase price is fully paid by the Purchaser to the Owner/Vendor's Solicitors ("**Vacant Possession Date**").
12. Any arrears of quit rent, taxes, assessment rate which may be lawfully due to any relevant authority up to the date of delivery of Vacant Possession of the subject property shall be paid by the Owner/Vendor.
13. The Purchaser is responsible to make his own investigation as to whether there is any Government acquisition intended or otherwise of the Property or any part thereof and the Auctioneer makes no representation whatsoever on any Government intention to acquire the Property or any part thereof and the Purchaser is not entitled to terminate the purchase or any reduction in the Purchase Price in the event of any Government acquisition of the Property or any part thereof.
14. 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 there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property
15. The Owner/Vendor has no notice or knowledge of any encroachment on the property by any party and if such encroachment shall be found to exist, the same shall not annul the sale or shall any abatement or compensation be allowed in respect thereof.
16. The Purchaser shall accept the Property
 - (a) subject to all conditions and restrictions affecting the title to the Property express and/or implied;
 - (b) on as is where is basis, in the physical condition that the Property shall be as at the Vacant Possession Date.
17. In the event that the Owner/Vendor is not able to transfer good title of the Property to the Purchaser for any reasons due to the act or default of the Owner/Vendor, the Purchaser shall be entitled to a full refund of all sums paid towards the Purchase Price free of interest, and thereafter the Purchaser shall have no further claim in relation to the purchase of the Property.
18. It is the duty of the Purchaser to transfer the property in his/her favour as soon as possible upon full settlement of the Purchase Price to the Vendor/Owner's solicitor. Any delay in doing so resulting in the non-registration of the Title in his/her favour shall be deemed as the default of the Purchaser and therefore the Purchaser shall not be entitled for the refund of the Purchase Price.
19. All costs in relation to the transfer of the Property to the Purchaser including the Purchaser's Solicitors' costs and the stamp duties shall be absolutely borne by the Purchaser.
20. **Online bidders are also bound by online Terms and Conditions contained at ebid.auctions.com.my in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail.**
21. In this Contract:
 - (a) where there are any duties or obligations expressed herein to be performed or observed by the Owner/Vendor, the Purchaser's sole recourse shall be against the Owner/Vendor for any breach or non-compliance thereof to the exclusion of the Auctioneer and the Company. The Auctioneer and the Company assumes no responsibility for such breach or non-compliance;
 - (b) words importing the masculine gender shall include the feminine and neuter genders and vice versa;
 - (c) words importing the singular number shall include the plural and vice versa.

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

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

1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

- 1.1. Any interested party who intends to participate in the online public auction ("E-Bidders") 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, fulfill 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. **5%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **Ambank (M) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD (BIDDER DEPOSIT) Account No: 8881032487202**. 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 **5.00pm**, 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 Sale Contract 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 Sale Contract 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 Vendor/Owner 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 Sale Contract 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 Vendor/Owner.
- 4.2. Any successful E-bidder who is unable to attend to sign the Sale Contract 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 Sale Contract 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 Sale Contract upon being signed by the Auctioneer, the Owner, the Solicitor for the Vendor/Owner 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 Vendor/Owner in which **PAH** acts for or their solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the **PAH Website**.

6. GOVERNING LAW

- 6.1. The Terms and Conditions contained in the ebid.auctions.com.my shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

7. PERSONAL DATA PROTECTION ACT

- 7.1. **PAH** is committed to protecting the privacy, confidentiality and security of all personal data to which it is entrusted.
It has been our policy to ensure your personal information are protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), we are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.
We process personal data which you have provided to us voluntarily through our website upon your registration and this includes personal data such as your name, address, NRIC and contact details. In this regards, you have expressly consent to our processing of your personal data.

If you give us personal data or information about another person, you must first confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request your assistance to procure the consent of such persons whose personal data is provided by you to us and you agree to do so. You shall indemnify us in the event we suffer loss and damage as a result of your failure to comply with the same.

We will only retain your personal data for as long as necessary for the fulfilment of the specified purposes or as legislated

7.2. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances whether intentionally or unintentionally.

7.3. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service. In the event that the password is compromised, the E-Bidders shall immediately notify **PAH**.

8. COPY RIGHT AND INTELLECTUAL PROPERTY

8.1 All information (inclusive of data, text, image) displayed in **ebid.auctions.com.my** shall not be used or published in other channels without the express written permission of **PAH**. **PAH** has the right to use any available legal remedies which may include the demand for factual or statutory damages, solicitor's fees and injunctive relief for any violation of **PAH**'s intellectual property rights.

9. MISCELLANEOUS

In the event that there is any inconsistency, discrepancy, errors or misstatement appearing in the translation of the particulars and the online terms and conditions to any other language (if any), the terms and conditions in the English version shall prevail.

SALE CONTRACT

At the sale by public auction on this **5th November 2024** the said Property, particulars of which have been disclosed above, the highest bidder stated below has been declared the Purchaser of the Property for the total Purchase Price as stated in paragraph (a) below, and the Purchaser has paid to the Auctioneer the sum as stated in paragraph (b) below by way of deposit and agrees to pay the balance of the Purchase Price as stated in paragraph (c) below and to complete the purchase according to the conditions of sale above.

PARTICULARS OF THE SAID PROPERTY

Single storey semi detached house bearing postal address of **No. 5, Jalan Jauhar 2, Taman Bayu Damai, 81600 Pengerang Johor** held under Title No. **PN 81850 Lot 15077 (formerly known as HS(D) 43568 PTD 9124) Mukim of Pantai Timur, District of Kota Tinggi, State of Johor.**

PARTICULARS OF OWNER

NAME : **PERBADANAN SETIAUSAHA KERAJAAN JOHOR**
ADDRESS : **Aras 3, Bangunan Dato' Jaafar Muhammad,
Kota Iskandar, Iskandar Puteri,
79503 Johor**

PARTICULARS OF PURCHASER

NAME :
NRIC No. :
ADDRESS :

(a) **PURCHASE PRICE** :
(b) **DEPOSIT** :
(c) **BALANCE DUE** :

PURCHASER/AUTHORISED AGENT
NAME:
NRIC NO.:

SOLICITORS FOR THE OWNER
M/S NORZITA & JULIA

PROPERTY AUCTION HOUSE SDN BHD
LICENSED AUCTIONEER

