

# PROCLAMATION OF SALE

IN THE MATTER OF THE COMMODITY MURABAHAH PROPERTY FINANCING-i FACILITY AGREEMENT (1<sup>ST</sup>/3<sup>RD</sup> PARTY)  
DEED OF ASSIGNMENT (BY WAY OF SECURITY) (1<sup>ST</sup>/3<sup>RD</sup> PARTY) AND POWER OF ATTORNEY  
ALL DATED THE 4<sup>TH</sup> DAY OF OCTOBER, 2017

BETWEEN  
MBSB BANK BERHAD (REGISTRATION NO. 200501033981) (716122-P) ASSIGNEE/BANK  
AND  
TAMILRASAN A/L RAJENDRAN [NRIC No. 930819-14-5875]  
KAVIYARASI A/P R NATHAN [NRIC No. 970819-10-6872]  
YOGENDHARAN A/L KANAN [NRIC No. 900123-14-5167] CUSTOMERS  
AND  
TAMILRASAN A/L RAJENDRAN [NRIC No. 930819-14-5875]  
KAVIYARASI A/P R NATHAN [NRIC No. 970819-10-6872] ASSIGNORS

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Commodity Murabahah Property Financing-i Facility Agreement (1<sup>st</sup>/3<sup>rd</sup> Party), Deed of Assignment (By Way of Security) (1<sup>st</sup>/3<sup>rd</sup> Party) And Power of Attorney all dated the 4<sup>th</sup> day of October, 2017 entered into between the Assignee/Bank, the Assignors and the Customers in respect of the Sale & Purchase Agreement entered into between Kenwingston Seven Up Sdn Bhd ("the Vendor") and the Assignors/Customers dated the 17<sup>th</sup> day of August, 2017 it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer:-

## WILL SELL THE PROPERTY DESCRIBED BELOW BY

### PUBLIC AUCTION

ON THURSDAY, THE 28TH DAY OF NOVEMBER, 2024

AT 10.30 A.M IN THE MORNING

AT THE AUCTION CENTRE

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

OR VIA OUR WEBSITE AT [EBID.AUCTIONS.COM.MY](http://EBID.AUCTIONS.COM.MY) (FOR ONLINE BIDDING)

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

NOTE: Prior to the auction sale, Prospective bidders are advised to:

- Seek independent legal advice on the Conditions Of Sale herein
- Inspect the subject property
- Check on the issuance of separate individual/strata title
- Conduct an official and / or private land search at the relevant Land Office and/or other relevant authorities
- Make the necessary enquiries with the Developer and/or Proprietor and/or State Authorities and/or relevant bodies on the necessary confirmations/terms of consent to the sale herein prior to the auction sale
- Conduct and rely on their own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided. Prospective bidders are also advised that no reliance may be placed on any statement(s) or representation(s) made in this Proclamation Of Sale or by the Auctioneer at the auction concerning the subject property and that any prospective bidder(s) who choose(s) to rely on such statement(s) or representation(s) do(es) so at his/her/their own risk. The successful bidder(s) ("the Purchaser(s)") shall immediately upon the sale undertake to apply for and obtain the necessary confirmations/consent to transfer or assign (if any) from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies.

#### PARTICULARS OF PROPERTY

MASTER TITLE NO AND LOT NO:	GRN 338065 Lot 116834
BANDAR / DISTRICT / STATE:	Cyberjaya / Sepang / Selangor Darul Ehsan
FLOOR AREA: (UNIT)	approximately 600.00 square feet (55.74 square metres)
TENURE:	Freehold
DEVELOPER (VENDOR):	Kenwingston Seven Up Sdn Bhd
ENCUMBRANCE:	Assigned to MBSB Bank Berhad
CATEGORY OF LAND USE:	Bangunan
EXPRESS OF CONDITIONS:	Bangunan Perniagaan
RESTRICTION IN INTEREST:	Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri.

#### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is a SOHO unit identified as Developer's Parcel No: B1-09-02 (Type B), Storey No. 09, Building No. B1, Kenwingston Square Garden together with Accessory Parcel No. L6-269 & L6-270 and bearing postal address at No. B1-09-02, Kenwingston Residence, Kenwingston Square Garden, Persiaran Bestari, Cyber 9, 63000 Cyberjaya, Selangor Darul Ehsan.

#### RESERVE PRICE

The subject property will be sold on an "as is where is" basis, subject to a reserve price of RM440,000.00 (RINGGIT MALAYSIA FOUR HUNDRED AND FORTY THOUSAND ONLY), subject to the Conditions of Sale as printed in the Proclamation of Sale and by way of an Assignment from the above Assignee-Bank subject to the necessary confirmations/consent being obtained by the successful bidder ("the Purchaser") from the Developer and/or other relevant authorities. **Any arrears of quit rent, assessment, taxes, rates and maintenance charges** which are lawfully and rightfully due and payable to the Developer and/or other relevant authorities up to the date of the auction sale shall be paid out of the purchase money. Bidders are further subject to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my)

All intending bidders are required to deposit with the Auctioneer 10% of the fixed reserve price for the said property by BANK DRAFT or CASHIER'S ORDER only in favour of MBSB BANK BERHAD for TAMILRASAN A/L RAJENDRAN, KAVIYARASI A/P R NATHAN & YOGENDHARAN A/L KANAN before the commencement of the auction prior to the auction sale and the balance of the purchase price (90%) shall be paid within **one hundred and twenty (120) days** from the date of the auction sale.

For further particulars, please contact M/S Nicky Chen & Partners, Solicitors for the Assignee/Lender at No. B-12-03, Block B, Northpoint Office, No. 1, Medan Syed Putra, Mid Valley City, 59200 Kuala Lumpur. Tel No: 03-22838493, Ref No. CMI-FOR/07658/2019) or the undermentioned Auctioneer:- Please refer to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) on the manner of payment of the deposit.

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

Ground Floor, No. 1, Jalan Ampang  
50450 Kuala Lumpur  
Tel: 03-20702226 & 20788590  
Our ref: PAH/29572(2)/3/2020(LA)  
Email: [main@auctions.com.my](mailto:main@auctions.com.my)  
Website: [www.auctions.com.my](http://www.auctions.com.my)

PATRICK K.M. WONG  
DANNY T.F. LOH  
JEFFREY C.K. CHOONG  
Licensed Auctioneers

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN KOMODITI MURABAHAH PEMBIAYAAN PERUMAHAN-  
(PIHAK PERTAMA/KETIGA), SURATIKATAN PENYERAHHAKAN (MELALUI SEKURITI) (PIHAK PERTAMA/KETIGA)  
DAN SURAT KUASA WAKIL KESEMUANYA YANG BERTARIKH 4 HARIBULAN OKTOBER, 2017

ANTARA

MBSB BANK BERHAD (NO. PENDAFTARAN 200501033981) (716122-P)  
DAN

PIHAK PEMEGANG SERAHHAK/BANK

TAMILRASAN A/L RAJENDRAN [No. K/P 930819-14-5875]  
KAVIYARASI A/P R NATHAN [No. K/P 970819-10-6872]  
YOGENDHARAN A/L KANAN [No. K/P 900123-14-5167]

PIHAK PELANGGAN

DAN

TAMILRASAN A/L RAJENDRAN [No. K/P 930819-14-5875]  
KAVIYARASI A/P R NATHAN [No. K/P 970819-10-6872]

PIHAK PENYERAHHAK

Menurut kuasa dan hak yang telah kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Kemudahan Komoditi Pembiayaan Perumahan-i (Pihak Pertama/Ketiga), Suratikatan Penyerahhakan (Melalui Sekuriti) (Pihak Pertama/Ketiga) Dan Surat Kuasa Wakil kesemuanya yang bertarikh 4 haribulan Oktober, 2017 diantara Pihak Pemegang Serahhak/Bank, Pihak Penyerahhak dan Pihak Pelanggan dan berkenaan dengan Perjanjian Jual Beli di antara Kenwingston Seven Up Sdn Bhd (Pihak Penjual) dan Pihak Penyerahhak/Pelanggan yang bertarikh 17 haribulan Ogos, 2017 adalah dengan ini disyitiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

## AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA LELONGAN AWAM

PADA HARI KHAMIS, 28 HARIBULAN NOVEMBER, 2024

PADA PUKUL 10.30 PAGI

DI PUSAT LELONG

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

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

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

NOTA: Sebelum jualan lelongan, Bakal-bakal pembeli adalah dinasihatkan agar:

- Meminta nasihat bebas daripada pihak Guaman mengenai Syarat-syarat Jualan di sini
- Memeriksa hartanah tersebut
- Membuat pengesahan dan / atau pemeriksaan sekiranya hakmilik individu dan hakmilik strata telah dikeluarkan
- Membuat carian hakmilik secara rasmi dan / atau persendirian di Pejabat Tanah dan/atau lain-lain Pihak Berkuasa yang relevan
- Membuat pertanyaan yang diperlukan dengan pihak Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri, dan/atau badan-badan yang relevan mengenai pengesahan-pengesahan/ terma-terma kebenaran yang diperlukan untuk jualan sebelum jualan lelong
- Membuat dan bergantung pada carian sendiri, pertanyaan, penyasatan dan penentusahan mengenai ketepatan dan kebenaran butir-butir dan maklumat yang dikemukakan. Bakal-bakal pembeli adalah dinasihatkan bahawa pergantungan tidak boleh dibuat pada kenyataan-kenyataan atau representasi-representasi yang dibuat pada Perisytiharan Jualan ini atau oleh Pelelong pada masa lelongan berkenaan dengan hartanah yang diperihalkan dan mana-mana bakal pembeli yang memilih untuk bergantung pada kenyataan-kenyataan atau representasi-representasi tersebut berbuat demikian atas risiko sendiri. Penawar yang berjaya ("Pembeli") sebaik sahaja selepas jualan mengakujajani untuk memohon dan mendapatkan pengesahan/ kebenaran yang diperlukan untuk pindahmilik atau serah hak (jika ada) daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan.

### BUTIR-BUTIR HAKMILIK

NO.HAKMILIK INDUK DAN NO. LOT:

GRN 338065 Lot 116834

BANDAR / DAERAH / NEGERI:

Cyberjaya / Sepang / Selangor Darul Ehsan

KELUASAN LANTAI: (UNIT)

lebih kurang 600.00 kaki persegi (55.74 meter persegi)

PEGANGAN:

Kekal

PEMAJU (PENJUAL):

Kenwingston Seven Up Sdn Bhd

BEBANAN:

Diserah hak kepada MBSB Bank Berhad

KATEGORI KEGUNAAN TANAH:

Bangunan

SYARAT NYATA:

Bangunan Perniagaan

SEKATAN KEPENTINGAN:

Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri.

### LOKASI DAN PERIHAL HARTANAH

Harta tersebut adalah seunit SOHO yang dikenali sebagai No. Parsel Pemaju: B1-09-02 (Jenis B), No. Tingkat: 09, No. Bangunan: B1, Kenwingston Square Garden bersama dengan No. Petak Aksesori L6-269 & L6-270 dan beralamat di **No. B1-09-02, Kenwingston Residence, Kenwingston Square Garden, Persiaran Bestari, Cyber 9, 63000 Cyberjaya, Selangor Darul Ehsan.**

### HARGA RIZAB

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedia" dan tertakluk kepada satu harga rizab sebanyak RM440,000.00 (RINGGIT MALAYSIA EMPAT RATUS DAN EMPAT PULUH RIBU SAHAJA) dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pihak Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh pengesahan/ kebenaran yang diperlukan daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan (jika ada). Segala bayaran cukai pintu, cukai tanah, cukai taksiran dan termasuk caj penyelenggaraan yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian. Pembida adalah selanjutnya tertakluk kepada terma terma dan syarat-syarat di [ebid.auctions.com.my](http://ebid.auctions.com.my).

Semua penawar yang ingin membuat tawaran dikehendaki mendeposit kepada Pelelong sebelum lelongan, 10% daripada harga rizab dalam bentuk Bank Draf atau Kasyier Order di atas nama MBSB BANK BERHAD bagi TAMILRASAN A/L RAJENDRAN, KAVIYARASI A/P R NATHAN & YOGENDHARAN A/L KANAN dan baki wang belian (90%) hendaklah dibayar oleh Pembeli dalam tempoh satu ratus dua puluh (120) hari dari tarikh jualan.

Untuk maklumat lanjut, sila berhubung dengan Tetuan Nicky Chen & Partners, Peguamcara kepada Pihak Pemegang Serahhak/Pembiayaan Pinjaman yang beralamat di No. B-12-03, Blok B, Northpoint Office, No. 1, Medan Syed Putra, Mid Valley City, 59200 Kuala Lumpur. (No. Tel: 03-22838493, No Ruj: CMI-FOR/07658/2019) atau Pelelong yang tersebut di bawah ini:- Bakal pembida juga boleh melayari laman web [ebid.auctions.com.my](http://ebid.auctions.com.my) untuk maklumat lanjut.

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

Tingkat Bawah, No. 1, Jalan Ampang

50450 Kuala Lumpur

Tel: 03-20702226 & 20788590

Ruj kami: PAH/29572(2)/3/2020(LA)

Email: [main@auctions.com.my](mailto:main@auctions.com.my)

Website: [www.auctions.com.my](http://www.auctions.com.my)

PATRICK K.M. WONG

DANNY T.F. LOH

JEFFREY C.K. CHOONG

Pelelong Berlesen

# CONDITIONS OF SALE

## 1.0 THE PROPERTY AND THE RESERVE PRICE

- 1.1 The property particulars of which are described in the Proclamation of Sale (“**Property Details**”) is put up for sale by way of Public Auction (“**The Auction Sale**”) subject to the Reserve Price as stated in the Proclamation of Sale (“**Reserve Price**”).
- 1.2 The sale of the property shall be on an “**as is where is**” basis and subject to all encumbrances which may be now subsisting or which may hereafter come into existence.

## 2.0 THE AUCTIONEER

- 2.1 The Auctioneer conducting the auction sale of property shall be as named in the Proclamation of Sale and/or an Auctioneer so appointed/engaged by the Auctioneer or the Auctioneer’s Company (“**Licensed Auctioneer**”).
- 2.2 The Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the Assignee of the property, **MBSB BANK BERHAD**.

## 3.0 THE BIDDERS

- 3.1 All intending bidders (Site Bidding) shall be required to verify their identities by producing for inspection by the Auctioneer their identity cards prior to the commencement of the auction sale, failing which they shall not be entitled to participate in the bidding.
- 3.2 All Online Bidder shall be required to follow the requirement as per the Online Terms and Conditions of Sale prior to the commencement of the auction vide online, failing which they shall not be entitled to participate in the bidding.
- 3.3 In the event that Auctioneer in his absolute discretion so request, the intending bidders shall deposit with the Auctioneer a photocopy of their respective identity cards.
- 3.4 In the event that an intending bidder is bidding at the auction sale on behalf of another party, such intending bidder (“**The Agent**”) shall be deemed to be an agent of the party for whom he/she is bidding the property for.
- 3.5 Prior to the commencement of the auction sale the agent shall disclose to the Auctioneer that he/she will be bidding the property in his capacity as an agent for the principal. The agent shall further prior to the commencement of the auction sale disclose to the Auctioneer the identity of the principal.
- 3.6 The agent shall deposit with the Auctioneer prior to the auction sale such instrument of authority from the principal authorizing the agent to bid at the auction sale. The Auctioneer shall have the absolute discretion to determine whether the instrument of authority is acceptable to the Auctioneer to permit the agent to bid at the auction sale. The decision of the Auctioneer in this respect shall be final.
- 3.7 A person who has not reached the age of majority as defined under the **Age of Majority Act 1971 (Act 21)**, which is **eighteen (18)** years of age at the date of the auction sale or a bankrupt shall not be permitted to bid in his personal capacity or act as an agent of the principal at the auction sale.
- 3.8 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchaser Deposit, as the case may be, shall be forfeited by **MBSB BANK BERHAD** and the property may be put up for sale again at a date to be fixed by **MBSB BANK BERHAD**.
- 3.9 Where the bidder is a foreigner or a foreign controlled company, it shall be the bidder’s duty to ensure that the bidder is permitted by the prevailing laws, regulation and guidelines to purchase the Property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
- 3.10 **MBSB BANK BERHAD** may exercise their right to reconsider the bidding process in the event **MBSB BANK BERHAD** right are not adequately protected for any reason whatsoever.

## 4.0 BIDDING PRICE

- 4.1 Prior to the commencement of the auction sale, all persons or parties intending to bid for the property at the auction sale shall be deposit with the Auctioneer a valid **Bank Draft** or **Cashier’s Order** drawn of **MBSB BANK BERHAD** for a sum equivalent to **ten per centum (10%)** of the Reserve Price (“**The Bidding Deposit**”). **Please refer to the Terms and Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the deposit.**
- 4.2 The auction sale shall be deemed to have commenced upon being so declared by the Auctioneer.
- 4.3 Any party failing to deposit the bidding deposit with the Auctioneer within the time and in the manner specified in paragraph 4.1 hereto shall not be permitted to participate at the auction sale.
- 4.4 Notwithstanding anything herein stated **MBSB BANK BERHAD** shall be permitted to bid at the auction sale without having to deposit with the Auctioneer the bidding deposit.

## 5.0 THE SITE BIDDING (IF ANY)

- 5.1 Each new bid shall not less than immediately preceding bid.
- 5.2 All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the auction sale.
- 5.3 The Auctioneer shall have the right to refuse any bid.
- 5.4 A bid once made shall not be withdrawn.
- 5.5 If any dispute should arise as to any bidding, the property shall at the option of the Auctioneer be put up again for sale at the last undisputed price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 5.6 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser (“**The Purchaser**”).

## 6.0 THE ONLINE BIDDING

- 6.1 Each new bid shall not less than immediately preceding bid.
- 6.2 All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the auction sale.
- 6.3 The Auctioneer shall have the right to refuse any bid.
- 6.4 Each bid will be called for 3 times, “First Calling”, “Second Calling”, “Final Call”. Bidder may submit their bid at any of these stages of biddings. (Please change this clause to suit your online system procedure. If there is no change please maintained this clause)
- 6.5 When system displays “No More Bid. No further bids will be accepted by the Auctioneers
- 6.6 The bidder with the highest bid shall be declared as Successful Bidder upon the fall of hammer.
- 6.7 A bid once made shall not be withdrawn.
- 6.8 If any dispute should arise as to any bidding, the property shall at the option of the Auctioneer be put up again for sale at the last undisputed price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 6.9 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser (“**The Purchaser**”).

## 7.0 PERMITTED PURCHASER

- 7.1 Notwithstanding whether it is expressly stated in the Proclamation of Sale, in the event that the Developer of the property (“**The Developer**”) and /or the Proprietor of the master title on which the property is erected (“**The Proprietor/Landowner**”) or applicable laws or regulations affecting the property imposes the conditions that the property can only be sold to an individual, or certain category of persons or corporate body, e.g Malay, a Bumiputra or a Malay Company or Bumiputra Company (“**The Permitted Purchaser**”), than the property shall only be sold to the permitted Purchaser.

- 7.2 All intending bidders at the auction sale shall be deemed to have made all the relevant enquiries and have received independent legal advice on all restrictions affecting the property and are further deemed to have been fully satisfied that they fall within the category of the permitted purchase.

## 8.0 THE PURCHASER AND PAYMENT OF PURCHASE PRICE

- 8.1 Immediately after the fall of the hammer and upon being declared the successful Purchaser of the Property, the Purchaser shall execute the Memorandum attached hereto (“**The Memorandum**”).
- 8.2 The signed Memorandum together with the Conditions of Sale and the Proclamation of Sale shall in their entirety form the contract of the sale for the property (“**The Contract Sale**”).
- 8.3 The last bid which is the highest bid accepted by the Auctioneer and upon which the property is sold to the Purchaser shall be the Purchase Price for the property (“**The Purchase Price**”).
- 8.4 **Ten per centum (10%)** as the case may of the Purchase Price shall be paid by the Purchaser upon the execution of the contract of sale (“**The Purchase Deposit**”).
- 8.5 In the event that the Purchase Price is higher than the reserve price, the Purchaser shall immediately deposit with the Auctioneer as stakeholder a sum equivalent to the difference between purchase deposit and the bidding deposit (“**The Purchase Deposit Shortfall**”) either in cash or by way of a valid **Bank Draft or Cashier’s Order** drawn in favour of **MBSB BANK BERHAD** which together will form the Purchase Deposit. **Please refer to the Terms & Conditions on [ebid.auctions.com.my](http://ebid.auctions.com.my) for the manner of payment of the same**
- 8.6 The Auctioneer shall upon receipt of the Purchase Deposit release the said sum which in the form of **Bank Draft or Cashier’s Order** to **MBSB BANK BERHAD**.
- 8.7 In the event that the Purchaser shall fail to deposit the Purchase Deposit Shortfall or shall fail to execute the Memorandum for any reason whatsoever or in the event of the bank draft and/or cashier’s order for the Bidding Deposit and/or the Purchase Deposit Shortfall is dishonoured for any reason whatsoever when presented by **MBSB BANK BERHAD** for payment the Purchaser shall be deemed to have committed a breach of terms and conditions of the auction sale and the consequences set out in paragraph 8.8 hereto shall ensue.
- 8.8 In the event the Purchaser shall commit a breach, the bidding deposit shall be forfeited absolutely to **MBSB BANK BERHAD** and **MBSB BANK BERHAD** may in its absolute discretion upon such terms and conditions and at such time **MBSB BANK BERHAD** deems fit to put the property up for resale. **MBSB BANK BERHAD** shall be further entitled to recover from the Purchaser all costs and expenses in connection with and resulting from such resale. The Purchaser shall be further liable to **MBSB BANK BERHAD** for any shortfall in the sale price obtained at the resale and Purchase Price (“**The Resale Shortfall**”). A certificate duly signed by an authorized officer of **MBSB BANK BERHAD** as to the amount of the Resale Shortfall and the Purchaser as bindingly correct and conclusive shall accept the costs and the expenses in connection with resulting from such resale for all purposes including legal proceedings. The certified amount shall be paid by the Purchaser to **MBSB BANK BERHAD** not later than **seven (7) days** from the date of the demand made by **MBSB BANK BERHAD**.
- 8.9 Notwithstanding anything herein contained the amount representing the difference between the Purchase Price and the Purchase Deposit (“**Balance Purchase Price**”) shall be paid by the Purchaser directly to **MBSB BANK BERHAD** without any set-off not later than **one hundred twenty (120) days** from the date of the Contract of Sale (“**The Due Date**”).
- 8.10 The Balance Purchase Price shall be paid to **MBSB BANK BERHAD** by way of **Bank Draft or Cashier’s Order** drawn in favour of **MBSB BANK BERHAD**.
- 8.11 Upon the written request by the Purchaser before the expiry date, **MBSB BANK BERHAD** in its absolute discretion may but shall be under no obligation to extend the due date for such period or periods as **MBSB BANK BERHAD** deems fit (“**The Extended Due Date**”).
- 8.12 Notwithstanding anything contains herein, and subject to the Assignee/Bank’s discretion, the Assignee/Bank may on written application by the Purchaser to consider extension of time to pay the Balance Purchase Price and subject to the following:
- (i) agree to grant the extension of time unconditionally, or
  - (ii) **refuse the request, in which case the Purchase Deposit shall be forfeited upon expiry of the Due Date, or**
  - (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser. In the event that, the Purchaser settles the Balance Purchase Price within the stipulated or extended time, any late payment compensation paid shall remain **nonrefundable**.
- The application to request for an extension of time must be made by the Purchaser at least 21 days before the completion date.
- 8.13 In the event that the Purchaser for any reason whatsoever (**save and except where it is due to the default of the MBSB BANK BERHAD**) fails to pay the Balance Purchase Price by the Due Date of the Extended Due Date, as the case may be, the Purchaser shall be deemed to be in the breach of the Contract of Sale, the Purchase Deposit shall be forfeited absolutely to **MBSB BANK BERHAD** and the consequences as set out in paragraph 8.8 shall ensue.

## 9.0 WHERE THE BANK IS THE PURCHASER

- 9.1 In the event that **MBSB BANK BERHAD** is the successful bidder and so declared the PURCHASER by the Auctioneer, **MBSB BANK BERHAD** shall have the liberty to set-off the Purchase Price against the amount due and owing to **MBSB BANK BERHAD** by the Assignor pursuant to the security documents referred to in the Proclamation of Sale.

## 10.0 WITHDRAWAL OF SALE AND RESALE

- 10.1 **MBSB BANK BERHAD** at its absolute discretion through the Auctioneer reserves the right to suspend, withdraw, postpone and/or call off the auction sale of the property for any reason whatsoever at any time before the fall of the hammer.
- 10.2 **MBSB BANK BERHAD** further reserve the right to sell the property withdrawn at any time at the bank’s absolute discretion upon such price with the terms and conditions as the bank deems fit.
- 10.3 **MBSB BANK BERHAD** has absolute discretion to terminate the Contract of Sale in the event that the sale cannot be preceded to any reason whatsoever. In such event **MBSB BANK BERHAD** shall refund the deposit and amount paid by the bidder to **MBSB BANK BERHAD** free from interest.

## 11.0 SEPARATE DOCUMENT OF TITLE

- 11.1 In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale:-
- (a) The Assignee/Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
  - (b) If there are any restrictions in interest affecting the Property, the purchaser shall comply with the restriction in interest and ensure that the sale is completed within the time period stipulated in Clause 8.9 above; and

- (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the term and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and/or consent as applicable from the developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be for sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required;
- (i) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the proprietor or such relevant authority or body, the Developer's the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum of Transfer. The Assignee/Bank, The Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and
- (ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expenses (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Bank's solicitors for the Assignee/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of transfer in favour of the Purchaser as transferee for registration at the relevant land office/ registry until and unless the Memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Bank's solicitors for the Assignee/Bank's or the Assignee/Bank's solicitors further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The executed memorandum of transfer in favour of Assignor as transferee shall only be delivered to the Purchaser of the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provision of Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions of Sale the Assignee/Bank's Solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the Memorandum of transfer in favour of the Assignor as transferee and/or Memorandum of Transfer in favour of the Purchaser as transferee.

## 12.0 CONSENT

- 12.1 It shall be the responsibility of the Purchaser to apply for consent from the Developer, the Proprietor/Landowner and/or other relevant authorities (if any) in respect of the sale, assignment and/or transfer of the property to the Purchaser ("**The Consent**"). All fees charges and expenses including the administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or transfer of the property by the Developer and/or Proprietor shall be borne by the Purchaser.
- 12.2 The Purchaser shall forward or caused to be forwarded to the Solicitors for **MBSB BANK BERHAD** a copy of each of the applications referred to in paragraph 12.1 above and a copy each of the approvals and/or consents when obtained and keep the Solicitors for **MBSB BANK BERHAD** informed at all time the status of the applications and the Purchaser and/or his/her solicitor shall fulfill all the granted subject to conditions imposed by the Developer.
- 12.3 In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the **MBSB BANK BERHAD**, then **MBSB BANK BERHAD** shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and **MBSB BANK BERHAD** shall refund all monies paid by the Purchaser towards the account of the Purchase Price free from interest less the costs and fees incurred by **MBSB BANK BERHAD** in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against **MBSB BANK BERHAD**, the Solicitors, the Auctioneers or any party/parties on account thereof.

## 13.0 FAILURE TO OBTAIN CONSENT/SALE BEING SET ASIDE

- 13.1 In the event that the consent cannot be obtained for any reason not attributable to the default, neglect and/or omission on the part of the Purchaser and/or the Purchaser's Agent and/or the Purchaser's Solicitors. The Contract of Sale shall with the written consent of **MBSB BANK BERHAD**, be deemed rescinded.
- 13.2 Upon such rescission **MBSB BANK BERHAD** shall refund to the Purchaser free of interest all monies received by **MBSB BANK BERHAD** from the Purchaser towards the account of the Purchase Price in exchange for the return of all documents intact (if any), **free from interest less the costs and fees incurred by MBSB BANK BERHAD in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims demands whatsoever against MBSB BANK BERHAD, the Solicitors, the Auctioneers of any party/ies on account thereof.**
- 13.3 In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault (including but not limited to the failure to obtain approval from relevant authorities with regards to the property under "Bumi Lot" and Low Cost status), this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.
- 13.4 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, **MBSB BANK BERHAD** shall be entitled to forfeit the Bidding Deposit and the Purchase Deposit paid pursuant to Clause 4.1 and Clause 8.5.

## 14.0 LETTER OF UNDERTAKING

- 14.1 **MBSB BANK BERHAD** shall not be under obligation to issue any letter of undertaking relating to the refund of the Purchase Price or relating to the property to any financier of the Purchaser notwithstanding that the Purchaser may obtain a loan/financing facility to finance the purchase of the property. **In the event MBSB BANK BERHAD decided to issue any letter of undertaking as requested, the issuance of such undertaking is confine strictly to the content of the letter of undertaking and does not amount to any waiver, forbearance or estoppel of any right confers to MBSB BANK BERHAD herein.**

## 15.0 COMPLETION

- 15.1 As soon as practicable after the receipt in full by **MBSB BANK BERHAD** of the Balance Purchase Price together with all ta'widh on late payment (if any) **MBSB BANK BERHAD** shall execute or caused to be executed in favour of the Purchaser an assignment of all right, title, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer and/or the Proprietor/Landowner and the original Purchaser over the property ("**The Deed of Assignment**")
- 15.2 The Purchaser's solicitors upon such terms shall prepare the Deed of Assignment and a condition stipulated by **MBSB BANK BERHAD** at its absolute discretion.
- 15.3 **MBSB BANK BERHAD** shall upon such execution forward to the Purchaser or the Purchaser's financier or their Solicitors, as the case may be in the possession of **MBSB BANK BERHAD** ("**The Related Document**").
- 15.4 Where **MBSB Bank Berhad** is in actual possession of the original related documents, subject to no shortfall between the total outstanding financing the Purchaser or the Purchaser's financier or their Solicitors as the case may be.
- 15.5 The Purchaser shall bear all costs and expenses including but not limited to the legal fee stamp duty and registration fees of and incidental to the perfection of the Deed of Assignment and in the event of the individual title/strata title has been or is issued the transfer of the title over the property to the Purchaser.

## 16.0 TAXES

- 16.1 The Sale of the subject property may be subject to the liability to pay taxes. In the event that taxes is payable under the transaction, the successful bidder shall pay the amount of taxes in addition to the Purchase Price.

## 17.0 DESCRIPTION ON THE PROPERTY

- 17.1 The property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described.
- 17.2 All potential bidders shall be deemed to have sought independent legal advice, made necessary enquiries, searches and inspection of the property and is satisfied with the identity, description, state and condition of the property.
- 17.3 In the event of any error, mis-statement, omission and/or mis-description of any kind relating to the property in the Proclamation of Sale or any other documents, such error, mis-statement, omission and/or mis-description shall not in any manner annul the sale, nor shall there be and adjustment of the Purchase Price nor shall compensation be allowed nor shall **MBSB BANK BERHAD** be open to any liability of any form.

## 18.0 NO VACANT POSSESSION

- 18.1 The Purchaser shall upon full payment of the Balance Purchase Price together with all late payment compensation (if any) be entitled at his/her own costs and expenses take possession of the property.
- 18.2 **MBSB BANK BERHAD** shall not be under any obligation whatsoever to deliver vacant possession of the property or forward to the Purchaser or any party/parties any keys to the property.

## 19.0 OUTGOINGS

- 19.1 Apportionment on any arrears of quit rent, assessment, taxes, rates and maintenance charges due and payable in respect of the property up to the date of Contract of Sale shall be paid by **MBSB BANK BERHAD** upon receipt of full auction proceeds. All such sums accruing due and payable from the date of the Contract of Sale shall be borne and paid by the Purchaser. In this regard, it shall be the duty of the Purchaser to obtain copies of the Outstanding Charges from the relevant authorities and/or the Developer and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's/Bank's Solicitors for approval within Seven (7) days from the date of payment of balance purchase money failing which the Assignee will give Seven (7) days notice to the Purchaser to forward the outstanding charges and after the completion of the notice, if the purchaser failed to comply with the notice, the Assignee will not be held liable to pay the outstanding charges of auction sale.
- 19.2 **MBSB BANK BERHAD** shall not be liable to make payment or to deduct from the Purchase Price or from the compensation on late payment (if any) any outstanding progress payment due to the Developer utilities/bills relating to the property namely water, electricity, telephone, gas, sewerage and other utilities.
- 19.3 The Purchaser shall bear and pay all fees in connection with, incidental to or pursuant to Assignment and all other documents necessary for effecting the transfer of assigning the beneficial ownership in the property to the Purchaser.

## 20.0 RISK

- 20.1 With effect from the date of the Contract of Sale, solely between the Purchaser and **MBSB BANK BERHAD**, the risk relating to the property shall be that of the Purchaser as regard to loss and/or damage (full or partial) of whatsoever nature or howsoever occurring to the property.
- 20.2 The placement of risk as herein provided shall be solely as between Purchaser and **MBSB BANK BERHAD** for the purpose of determining the liability of the parties to the Contract of the Sale and shall not in any manner affect or intended to affect the /takaful certificate which may be subsisting or which may be taken up to cover the property.
- 20.3 Unless expressly provided herein, **MBSB BANK BERHAD**, the Solicitors and the Auctioneers or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchasers, including but not limited to liability in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the Property whatsoever and howsoever caused or arising

## 21.0 NO ASSIGNMENT / NOMINATION

- 21.1 The Purchaser shall not without the written consent of the Bank, be entitled to nominate a third party to be the purchaser or Assignee/Bank of the Property nor shall the Purchaser be entitled to assign his rights, title, interest and benefits under the Contract of Sale to any party.

The Bank's decision to withhold or to grant the consent or to permit or disallow nomination and/or assignment by the Purchaser shall be at the absolute discretion of the Bank.

## 22.0 GOVERNMENT ACQUISITION

- 22.1 **MBSB BANK BERHAD** has not received any notification of any acquisition by the acquiring authority of the whole or any part of the property. In the event of any such acquisition or intended acquisition the sale of the property shall not be annulled nor there any adjustment or abatement of the Purchase Price. In this respect, upon the full payment of the Purchase Price by the Purchaser to the bank together with all late payment compensation (if any) all compensation, which may be paid by the acquiring authority, shall belong to the Purchaser.

## 23.0 OUTSTANDING PAYMENT TO THE DEVELOPER

- 23.1 In the event the property in which there is/are outstanding progressive payment due to the developer, and the purchaser shall require a financing to enable purchaser to complete the purchase herein, the Purchaser shall undertake to pay the balance of progressive payment of his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from original undertaking in which to be settled within the due date from the date of Sale".
- 23.2 In the event of Purchaser shall not enquire /financing to complete the purchase, the Purchaser shall within **the due date** from the date of sale provide bank guarantee in favour of Developer or pay the balance progressive payment to the developer and to release the Assignee/Bank from its original undertaking.
- 23.3 Any payment due and payable to the developer after the date of sale including balance progressive payment charges, interest and penalty shall be borne by the Purchaser absolutely.

23.4 In the event successful Purchaser fail, neglect or refuse to procure letter of undertaking / bank guarantee / payment as mentioned in the manner and at the time stipulated in clause 23.1 or clause 23.2 above, **MBSB BANK BERHAD** shall be entitled to terminate the sale by notice in writing to successful Purchaser whereon the deposit refund in clause 4.0 shall be forfeited by the **MBSB BANK BERHAD**.

#### **24.0 TIME OF THE ESSENCE**

24.1 Time wherever mentioned herein shall be of the essence.

24.2 Notwithstanding that time mentioned herein may be extended from time to time; time shall remain of the essence for and after each extension.

#### **25.0 LANGUAGES**

25.1 The Proclamation of Sale, Conditions of Sale and the Memorandum may have been translated and published in different forms and languages. In the event of any discrepancies, misstatement, omission or error appearing in the various forms and languages, this English version shall prevail.

#### **26.0 DEFINITION**

26.1 All heading used herein shall be for ease of reference only and shall not affect the interpretation of these Conditions of Sale, Memorandum or the Proclamation of Sale.

26.2 All references to the singulars shall include the plural and all references to the masculine gender shall include the feminine gender.

#### **27.0 PERSONAL DATA PROTECTION ACT**

27.1 **PROPERTY AUCTION HOUSE SDN. BHD.** is committed to protect the privacy, confidentiality and security of all personal data to which it is entrusted.

It has been Auctioneers policy to ensure the Purchaser and/or the Purchaser's Agent personal information is protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), Auctioneers are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.

Auctioneers will process personal data which the Purchaser and/or the Purchaser's Agent have provided to Auctioneers voluntarily through Auctioneers website upon the Purchaser and/or the Purchaser's Agent registration and this includes personal data such as the Purchaser and/or the Purchaser's Agent name, address, NRIC and contact details. In this regards, the Purchaser and/or the Purchaser's Agent have expressly consent to our processing of your personal data.

If the Purchaser give Auctioneers personal data or information about another person, the Purchaser must first confirm that he/she has appointed the Purchaser's Agent 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 the Purchaser assistance to procure the consent of such persons whose personal data is provided by the Purchaser to Auctioneers and the Purchaser agree to do so. The Purchaser shall indemnify Auctioneers in the event Auctioneers suffer loss and damage as a result of the Purchaser failure to comply with the same.

**PROPERTY AUCTION HOUSE SDN. BHD.** will only retain the Purchaser and/or the Purchaser's Agent personal data for as long as necessary for the fulfilment of the specified purposes or as legislated

27.2 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) 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.

27.3 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) 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, E-Bidders shall immediately notify **PROPERTY AUCTION HOUSE SDN. BHD.**

#### **28.0 ONLINE TERMS & CONDITIONS**

28.1 Online Bidders shall also be bound by the Online Terms and Conditions of Sale contained at ([ebid.auctions.com.my](http://ebid.auctions.com.my)) in addition to the Conditions of Sale as stated herein. If there are conflicts or inconsistencies between the Online Terms and Conditions of Sale and the Conditions of Sale herein, the provisions in this Conditions of Sale shall prevail.

## ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of [ebid.auctions.com.my](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 MBSB BANK BERHAD / MALAYSIA BUILDING SOCIETY BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a BANK BERHAD / MALAYSIA BUILDING SOCIETY BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full.

#### 1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

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

#### 2. ONLINE PUBLIC AUCTION PROCESS

- 2.1. E-Bidders may browse through the **PAH Website** and select the properties they wish to bid online.
- 2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **PAH Website** Terms and Conditions.
- 2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **PAH Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **10%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **MBSB Bank Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No: 100501310000343**. 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** 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.

