

PROCLAMATION OF SALE

IN THE MATTER OF THE TAWARRUQ FACILITY AGREEMENT PROPERTY FINANCING (TAWARRUQ) AND DEED OF ASSIGNMENT BOTH DATED THE 26TH DAY OF AUGUST, 2022

BETWEEN

BANK SIMPANAN NASIONAL

ASSIGNEE/BANK

AND

MOHD KHAIRUL NIZAM BIN MOHAYAN [NRIC NO. 810729-01-6459]

ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Tawarruq Facility Agreement Property Financing (Tawarruq) And Deed of Assignment both dated the 26th day of August, 2022 entered into between the Assignee/Bank and Assignor/Customer, it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by: -

**PUBLIC AUCTION
VIA ONLINE BIDDING
ON TUESDAY, THE 26TH DAY OF NOVEMBER, 2024
AT 2.30 P.M IN THE AFTERNOON
AT THE AUCTION CENTRE**

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(Bidder registration and payment of auction deposit must be made latest by 4 PM, at least one (1) working day before the auction day for verification purposes. Otherwise, the Auctioneer shall have the right to reject the registration)

NOTE:- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

- a) Read and fully understand all the terms and conditions of sale herein.
- b) Conduct an official search on the individual title/parent title of the subject property at the land office and/or other relevant authorities.
- c) Inspect the subject property.
- d) Verify pertinent particulars of the documents.
- e) Verify the postal address of the subject property with the developer.
- f) Check on the issuance of separate individual title for the subject property with developer.
- g) Seek independent legal advice on the terms and conditions of sale herein.
- h) **Make necessary enquiries with the relevant authorities and the developer on the Restriction-In-Interest, imposed on the property, and/or the requirement of consent to the sale herein (if any).**
- i) The subject property is sold on an "as is where is" basis.
- j) **The Assignee/Bank is not responsible in obtaining any consent from the Developer and/or state authorities or relevant bodies prior or after the auction sale.**

PARTICULAR OF TITLE :-

Master Title No/Lot No : GRN 268160 Lot 60373, Seksyen 1
Bandar / District / State : Nilai Utama / Seremban / Negeri Sembilan Darul Khusus
Developer Parcel No : A-L5-25, Type: A, Storey No. L5, Building No. A, Youth City @ Vision City
Tenure : Freehold
Floor Area (Unit) : 1,008 square feet (93.65 square metres)
Developer : GD Pavilion Sdn. Bhd.
Beneficial Owner : Mohd Khairul Nizam Bin Mohayan [NRIC No. 810729-01-6459]
Encumbrances : The subject property presently is assigned to BANK SIMPANAN NASIONAL

LOCATION AND DESCRIPTION OF THE PROPERTY :-

The subject property is a three (3) bedroom serviced apartment unit bearing postal address of **Unit No. A-5-25, Menara A (Akasia), Youth City @ Vision City @ Bandar Belia, Jalan Bandar Belia 1/1, Bandar Wawasan, Putra Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus.**

RESERVE PRICE :-

The subject property will be sold on an "As Is Where Is Basis" and subject to a reserve price of **RM269,730.00 (RINGGIT MALAYSIA : TWO HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED AND THIRTY ONLY)** and subject to all conditions appearing in the Conditions of Sale and subject to the Consent being obtained from the Developer/Landowner and other relevant authorities, if any and all expenses incurred in obtaining the said Consent shall be borne by the Purchaser.

Online bidders are further subject to the Online Terms & Conditions on ebid.auctions.com.my.

DEPOSIT :-

All intending bidders are required to deposit to the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT** in favour of **BANK SIMPANAN NASIONAL** latest by **4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY**. The balance of the purchase price to be settled by the Purchaser within **ONE HUNDRED AND TWENTY (120) days** from the date of the sale to **BANK SIMPANAN NASIONAL**. **Online bidders please refer to the Online Terms & Conditions on ebid.auctions.com.my on the manner of payment of the deposit.**

CONSENT TO TRANSFER :-

The subject property will be sold subject to the Consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities (if applicable).

For further particulars please apply to **Messrs Nashili & Co.**, Solicitors for the Assignee/Bank herein whose address for service is No. 25C, Jalan Wawasan 2/10, Bandar Baru Ampang, 68000 Ampang, Selangor Darul Ehsan [Tel No. 03-42937180 Fax No. 03-42937381 Ref No. G242083/BSN/MH/sue] or the undermentioned Auctioneer.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Ground Floor, No. 1, Jalan Ampang
50450 Kuala Lumpur
Tel: 03-20702226 & 20788590
Our ref: PAH/37671/11/2024(LA)
Email: main@auctions.com.my
Website: www.auctions.com.my

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

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN TAWARRUQ PEMBIAYAAN HARTANAH
(TAWARRUQ) DAN SURATIKATAN PENYERAHHAKAN
KEDUA-DUANYA YANG BERTARIKH 26 HARIBULAN OGOS, 2022

ANTARA

BANK SIMPANAN NASIONAL

PIHAK PEMEGANG SERAH HAK/BANK

DAN

MOHD KHAIRUL NIZAM BIN MOHAYAN [NO. K/P: 810729-01-6459]

PIHAK PENYERAH HAK/PELANGGAN

Dalam menjalankan kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank dan dibawah Perjanjian Kemudahan Tawarruq Pembiayaan Hartanah (Tawarruq) Dan Suratikatan Penyerahhakan kedua-duanya yang bertarikh 26 haribulan Ogos, 2022 diantara Pihak Pemegang Serah Hak/Bank dan Pihak Penyerah Hak/Peminjam adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut dibawah ini akan menjual hartanah yang diterangkan di bawah secara :-

LELONGAN AWAM

LELONGAN SECARA ATAS TALIAN
PADA HARI SELASA, 26 HARIBULAN NOVEMBER, 2024
PADA PUKUL 2.30 PETANG
DI PUSAT LELONG

&

(Pendaftaran pembida dan pembayaran deposit hendaklah dibuat sekurang-kurangnya satu (1) hari bekerja sebelum hari lelongan, selewat-lewatnya pada pukul 4 petang. Jika tidak, Pelelong mempunyai hak untuk menolak pendaftaran)

NOTA:-

Semua bakal pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:

- Membaca dan memahami dengan teliti terma dan syarat-syarat jualan.
- Membuat carian rasmi atas hakmilik individu/hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan.
- Memeriksa hartanah tersebut.
- Memeriksa butir-butir mustahak dalam dokumen-dokumen.
- Memastikan alamat pos hartanah dengan pihak pemaju.
- Memeriksa dengan pemaju mengenai status pengeluaran hakmilik individu.
- Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini.
- Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan ke atas Hartanah, dan/atau Terma dan Syarat-Syarat kebenaran untuk jualan ini(jika ada).
- Hartanah tersebut dijual dalam keadaan "seperti sedia ada".
- Pihak Bank tidak akan bertanggungjawab untuk mendapatkan kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HARTANAH:-

No. Hakmilik Induk/No. Lot : GRN 268160 Lot 60373, Seksyen 1
Bandar / Daerah / Negeri : Nilai Utama / Seremban / Negeri Sembilan Darul Khusus
No. Parsel Pemaju : A-L5-25, Jenis: A, No. Tingkat: L5, No. Bangunan: A, Youth City @ Vision City
Pegangan : Kekal
Keluasan Lantai (Unit) : 1,008 kaki persegi (93.65 meter persegi)
Pemaju : GD Pavilion Sdn. Bhd.
Pembeli/Pemilik Benefisial : Mohd Khairul Nizam Bin Mohayan [NRIC No. 810729-01-6459]
Bebanan : Hartanah tersebut telah diserahkan kepada BANK SIMPANAN NASIONAL

LOKASI DAN PERIHAL HARTANAH :-

Hartanah tersebut merupakan seunit pangsapuri servis tiga (3) bilik tidur yang beralamat di Unit No. A-5-25, Menara A (Akasia), Youth City @ Vision City @ Bandar Belia, Jalan Bandar Belia 1/1, Bandar Wawasan, Putra Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus.

HARGA RIZAB :-

Hartanah tersebut akan dijual "Dalam Keadaan Sedia Ada" dan tertakluk kepada satu harga rizab sebanyak RM269,730.00 (RINGGIT MALAYSIA: DUA RATUS ENAM PULUH SEMBILAN RIBU TUJUH RATUS DAN TIGA PULUH SAHAJA) dan tertakluk kepada Syarat-Syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.

Pembeli dalam talian juga tertakluk kepada Terma-terma dan Syarat-syarat Dalam Talian yang terkandung dalam ebid.auctions.com.my.

DEPOSIT :-

Bagi penawar-penawar yang berminat ingin membuat tawaran adalah dikehendaki menandatangani kepada Pelelong sebanyak 10% daripada harga rizab dalam bentuk **BANK DERAJAT** di atas nama BANK SIMPANAN NASIONAL sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 4 petang dan baki wang belian hendaklah dibayar oleh pembeli dalam tempoh SATU RATUS DUA PULUH (120) hari dari tarikh jualan kepada BANK SIMPANAN NASIONAL.

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

KEBENARAN PINDAHMILIK :-

Hartanah tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pemaju dan/atau mana pihak berkuasa lain (jika berkenaan).

Untuk butiran selanjutnya sila hubungi **Tetuan Nashili & Co.**, Peguamcara bagi pihak Pemegang Serah Hak/Bank yang beralamat di No. 25C, Jalan Wawasan 2/10, Bandar Baru Ampang, 68000 Ampang, Selangor Darul Ehsan [No. Tal: 03-42937180 No. Faks: 03-42937381 No. Ruj: G242083/BSN/MH/sue] atau Pelelong tersebut dibawah ini.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Tingkat Bawah, No. 1, Jalan Ampang

50450 Kuala Lumpur

Tel: 03-20702226 & 20788590

Ruj kami: PAH/37671/11/2024(LA)

Email: main@auctions.com.my

Website: www.auctions.com.my

PATRICK K.M. WONG

DANNY T.F. LOH

JEFFREY C.K. CHOONG

Pelelong Berlesen

CONDITIONS OF SALE

1. This sale is made by **BANK SIMPANAN NASIONAL** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the **Tawarruq Facility Agreement Property Financing (Tawarruq) And Deed of Assignment both dated the 26th day of August, 2022** executed by **Mohd Khairul Nizam Bin Mohayan [NRIC No. 810729-01-6459]** (*the Assignor/Customer*) in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up for sale again or put the property at the last undisputed bid or withdraw the property.
3. The Assignee/Bank be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever) and in the event of it becoming the Purchaser, to set-off the purchase price against the amount due and owing under the **Tawarruq Facility Agreement Property Financing (Tawarruq) And Deed of Assignment** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bidding shall be retracted.
5. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer **ten percent (10%)** of the fixed reserve price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL, latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY.**
6. Any intending bidders who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the commencement of the Auction Sale an Authority Letter to state that he/she is acting on behalf of another person, body corporate or firm and that he/she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine whether the Authority Letter is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale and the decision of the Auctioneer in this matter is final. All intending bidders shall be required to produce their Identity Card or to verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is an undischarged bankrupt or is not legally competent to purchase the property or if the property is imposed with Bumiputra restriction is sold to a non Bumiputra, then such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put the property for sale.
7. Immediately after fall of the hammer, the Purchaser other than the Assignee/Bank if he is the purchasers shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to clause 5 above and the sum equivalent to **ten percent (10%)** of the successful bid either in cash or by **BANK DRAFT** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.
8. In default of such deposit or if the Purchaser fails to sign the Memorandum the property shall forthwith be again put up for sale and the deposit of **ten percent (10%)** of the reserve price shall be forfeited to the said Assignee/Bank.
9. **The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL**. The Assignee/Bank is under no obligation to extend the period of **120 days**. However, the period of **One Hundred and Twenty (120) days** may be extended by the Assignee/Bank in its absolute discretion upon written request by the Purchaser or his Solicitors before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee/Bank an interest at a rate to be determined by the Assignee/Bank at its absolute on the balance of the purchase price calculated on daily basis until full payment of such amount (on or before the extended expiry date).
10. In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 and 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.
11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Vendor and/or any relevant authorities, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, time, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charge and outgoings that may be due to or imposed by the Developer/Vendor and/or any relevant authorities the Assignee/Bank shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(s) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank.
12. In the event of the individual title/strata title has been or is issued, the Purchaser of the property shall bear the costs and expenses for the perfection of Assignment and the transfer of the title over the property to the Purchaser.

13. Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, **PROVIDED ALWAYS** the foregoing shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd., Sabah Water Department, Kuching Water Board and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS) for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.
14. The Purchaser shall admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and in the muniments respectively.
15. All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.
16. The property is sold on "as is where is" basis and subject to all existing leases, easements, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.
17. Notwithstanding any contrary terms and conditions imposed by the Developer on the Assignee/Bank in granting consent to the sale, it is agreed that any arrears of quit rent, maintenance and management charges, assessment rate, taxes, insurance, and sinking fund contributions, which may be lawfully due to any relevant authority or the Developer up to the date of the successful auction sale of the property, shall be paid by the Assignee/Bank from the purchase money upon receipt of the full sale proceeds from the Purchaser. This obligation of the Assignee/Bank does not extend to payments due for utilities and/or sewerage supplied by Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd., Sabah Water Department, Kuching Water Board, and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS), nor does it include any late payment charges or penalties related to quit rent, maintenance and management charges, and assessment rate, which shall be borne solely by the Purchaser. After the date of the successful auction sale of the property, all outstanding charges or arrears incurred after the auction sale date shall be borne solely by the Purchaser, who shall also be responsible for obtaining and complying with any required approvals from relevant authorities and/or the Developer/Proprietor, including covering all associated charges, fees, costs, and expenses. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regards any losses or damages of whatsoever nature or howsoever occurring.
18. **The property is believed** and shall be taken to be correctly described and is sold subject to all easements, there over without any obligation arising to define the same respectively and no error, misstatements or miss-description shall annul the sale nor shall any compensation be allowed respect thereof.
19. All cost, charges or incidentals of the title of the property shall be borne by the Purchaser.
20. The Purchaser shall within **one hundred and twenty (120) days** from the date of the auction sale apply to and obtain from the Developer and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority, whichever is the earlier and to keep the Assignee/Bank informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
21. The Assignee/Bank does not undertake to deliver vacant possession of the property to **the Purchaser. The Purchaser after the payment of the balance purchase price in full shall** at their/his own expenses take possession of the property without obligation on the part of the Assignee/Bank or his Agent to give vacant possession.
22. **The Assignee/Bank has** no notice or knowledge of any encroachment or that the Government or other authority has any immediate intension of acquiring the whole or any part of the property or any improvement schemes and if such encroachments shall be found to exist or if the Government or any local authority has any such intention of the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
23. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.
24. Loans will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee.
25. For the purpose of these conditions time shall be of the essence of the contract.
26. In the event there is any balance of monies due to the Developer/Registered Proprietor by the Assignor under their original Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.
27. In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer and/or any other relevant authorities, this sale shall be null and void and be of no further **effect and the Assignee/Bank shall refund** the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the **Assignee/Bank** or any other party in respect of this sale, and the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the **Assignee/Bank** at the costs of the Purchaser immediately upon such termination

28. In the event of any discrepancy, miss-statement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.
29. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
30. The Assignee/Bank be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.
31. **Online bidders are also bound by online Terms and Conditions contained at ebid.auctions.com.my in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail.**

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

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

IMPORTANT

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

1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

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

2. ONLINE PUBLIC AUCTION PROCESS

- 2.1. E-Bidders may browse through the **PAH Website** and select the properties they wish to bid online.
- 2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **PAH Website** Terms and Conditions.
- 2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **PAH Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **10%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **OCBC Bank (M) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No. 701-152070-9**. 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 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION 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 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.

