# CONDITIONS OF SALE

1. This sale by Public Auction is made by **MALAYAN BANKING BERHAD** in exercise of the rights and powers conferred upon the Bank pursuant to the ***Facility Agreement, Assignment and Power of Attorney all dated 23rd day of May 2019*** and such other documents and executed by "the Customer" and "the Assignors" as stipulated in the Proclamation of Sale and Contract of Sale in favour of the 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. All intending bidders **(with the exception of the Bank)** are required to deposit with the Auctioneer the sum as stipulated in the **Proclamation of Sale (POS)** for the property by **bank draft** in favour of **MALAYAN BANKING BERHAD** or via **RENTAS** or **online banking transfer (FPX) by 5PM, AT LEAST ONE (1) WORKING DAY BEFORE AUCTION DATE**. **Bidders please refer to the Online Terms & Conditions on www.eauction2u.com.my for the manner of payment of the deposit.**
3. Each bid will be called for 3 times, "First Calling, "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings.
4. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through online.
5. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
6. Immediately after the fall of the hammer, the Purchaser **[other than the Bank if it is the Purchaser or an E-Bidder (as defined in Part 1.1 of the Online Terms and Conditions) if he/she/it is the Purchaser]** shall pay to the Bank, the difference between the deposit pursuant to Clause 2 above and the sum equivalent to **the deposit percentage (as stipulated in the POS) of the successful bid** either via **BANK DRAFT** in favour of **MALAYAN BANKING BERHAD** or via **RENTAS** or **online banking transfer (FPX)** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 2 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Bank subject to the provisions of Clauses 2, 14 and 19. For the purpose of clarity and pursuant to the Online Terms and Conditions, an E-Bidder if he/she/it is the Purchaser, shall have three (3) working days from the date of auction to pay such sum and to sign the Memorandum and the terms in this Clause shall be applicable to an E-Bidder if he/she/it is the Purchaser, mutatis mutandis. **Please refer to the Online Terms & Conditions on www.eauction2u.com.my for the manner of payment of the same.**
7. (a) The balance of the purchase price together with compensation charges and all other moneys payable hereunder (if any) shall be paid in full by the Purchaser to the Bank or to the Solicitor within **the time frame as stipulated in the POS** from the date of the auction sale ("the Completion Date") by **bank draft** only drawn in favour of **MALAYAN BANKING BERHAD or as provided under clause 48**. (b) The period of 90 days will not be extended by the Bank unless the purchaser shall have, prior to the expiry of the said period, issued a written request to the Bank applying for an extension of time and the Bank may in its discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment charges/compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the purchaser. (c) In amplification thereto, the Bank in extending the Completion Date may impose such further condition(s) as the Bank deems fit at the Bank's discretion (including and not limited to payment of late compensation charges).
8. The Purchaser shall bear and pay all other charges and/or outgoings not specified in the POS whether in arrears, current or contingent, including and not limited to the charges for water, electricity, gas, sewerage, insurance premiums or takaful contributions, sinking funds, quit rent, assessment and late penalty charges which might be due to any relevant authorities and/or bodies or the Developer.
9. The Purchaser shall within the time frame as stipulated in the POS from the date of the auction sale, if prior confirmation and/or consent as the case may be of the Developer and/or the relevant authorities or bodies for the Sale and Purchase, the assignment and/or the transfer of the Property to the Purchaser is applicable and necessary, apply to and obtain the said confirmation and/or consent as the case may be from the Developer and/or the relevant authorities or bodies. It shall be the sole and absolute responsibility of the Purchaser to apply for, to obtain and to comply with the confirmation and/or consent at the Purchaser's sole costs and expense. The Bank shall not in any way be responsible or liable in connection with any of the aforesaid. The Purchaser shall comply with all the terms and conditions that may be imposed by the Developer and/or the relevant authorities or bodies as the case may be in granting and/or in the said confirmation and/or consent to the Sale and Purchase, the assignment and/or the transfer to the Purchaser within whichever is the shorter of the said time frame as stipulated in the POS from the date of the auction sale or such period as may be specified by the Developer and/or relevant authorities or bodies and shall keep the Bank and the Bank's solicitors informed at all times of the development in that respect. All fees, charges and expenses in connection with or incidental to the application for, the attainment of and the compliance with the terms and conditions of the said confirmation and/or consent shall be borne by the Purchaser.
10. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorised to sign all the necessary documents including the Memorandum of Contract. Save for E-Bidders (as defined in Part 1.1 of the Online Terms and Conditions) who are required to upload copies of identification documents for verification purpose, all other intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid.
11. 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 the conduct of the auction sale and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter, add to or in any way amend these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale, and the decision of the Auctioneer shall be final and binding in all respects and for all purpose whatsoever.
12. If it is deemed expedient, the Bank may but without any obligation to do so, apply to and obtain from the Developer and/or relevant authorities or bodies the outstanding charges payable or the confirmation and/or consent (if applicable and necessary) to the Sale and Purchase, the assignment and/or the transfer of the Property to the Purchaser. For avoidance of doubt and notwithstanding the foregoing, the responsibility and the onus to apply and obtain from the Developer and/or the relevant authorities or bodies the outstanding charges payable and the confirmation and/or consent (if applicable and necessary) shall rest and remain solely and absolutely with the Purchaser.
13. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within the **time frame stipulated in the POS** from the date of the auction sale subject to Clause 7 above.
14. In the event the Purchaser (other than an E-Bidder if he/she/it is the Purchaser) fails to pay the deposit equivalent to 10% of the successful bid or fails to sign the Memorandum immediately after the fall of the hammer (or three (3) working days from the date of auction in the event of an E-Bidder if he/she/it is the Purchaser), the deposit paid pursuant to Clause 2 or Clauses 2 and 6 herein shall be forfeited by the Bank and the property may be put up for sale again at a time to be fixed by the Bank and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser. A certificate signed by an officer of the Bank as to the costs of and in connection with the resulting resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.
15. No bid shall be less than the last previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit as stipulated in the POS at the Bank's discretion shall either be refunded to the bidder(s) at the Bank's discretion or be forfeited by the Bank and the property shall, at the option of the Bank, be put up for sale again or the Bank may decide to adjourn the auction sale to another date. .
16. The Bank be and is hereby at liberty to bid for the property at the sale **(without having to pay any deposit whatsoever)**. In the event the Bank becomes the Purchaser, the Bank is at liberty to set off the purchase price against the amount due and payable under the said ***Facility Agreement, Assignment and Power of Attorney all dated 23rd day of May 2019*** 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.
17. Without prejudice to any of the rights of the Bank, the Bank shall be entitled at the Bank's discretion to forfeit the Deposit paid and to put the Property up for auction sale again in the following circumstances :-
    (a) In the event that a bankrupt (whether acting in his personal capacity or as agent) or a wound up company successfully bids for the Property;
    (b) In the event a foreign citizen or company without the prior written consent of the Economic Planning Unit and/or relevant State Authorities successfully bids for the Property;
    (c) In the event that a non-Bumiputera successfully bids for the Property whether being aware or not that the Property is reserved for Bumiputera only, and the non-Bumiputera Purchaser is unable to obtain the consent of the Developer (if required) and/or relevant authorities to the assignment and/or transfer of the Property on or before the completion date as hereinafter defined; or
    (d) In the event that the Property is a low cost property and the Purchaser is not eligible and does not qualify to purchase the same. In the event the Purchaser becomes bankrupt or dies or wound up (in case of a company) during the period of the time stipulated in the POS or any extended period.
18. In the event the consent from the relevant authorities is granted subject to conditions not acceptable to the Bank then the Bank shall be entitled to terminate the sale at its discretion whereupon the sale shall be terminated and the Bank shall refund all monies paid by the Purchaser towards the account of the purchase price without any compensation less all costs and fees incurred by the Bank, in connection with or in relation to the sale herein and the Purchaser

shall not be entitled to and hereby expressly and irrevocably waives any claims, demands, rights and/or cause of action whatsoever against the Bank, its Solicitor, the Auctioneer or their respective servants or agents.

19. In default of such payment of the balance of the purchase price and compensation charges payable (if any) within the time and in the manner stipulated in Clause 7 above or in the event the Purchaser becomes a bankrupt or dies or wound up (for company) prior to the payment of the balance purchase price and compensation charges payable (if any), the deposit paid pursuant to Clauses 2 and 6 above shall be forfeited by the Bank and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Bank at its discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser. A certificate signed by an officer of the Bank as to the costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.
20. Upon full payment of the balance purchase price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions herein contained:
    (a) The Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expense (including but 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) an Assignment to be prepared by the Purchaser's solicitors in favour of the Purchaser of all the rights and benefits in the Property and under the Principal Sale and Purchase Agreement upon the terms and conditions stipulated by the Bank at its discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the Assignment, the Bank shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original or certified true copy of the Principal Sale and Purchase Agreement and the previous Assignment.
    (b) If the Property is a housing accommodation under the Housing Development (Control and Licensing) (Amendment) Act 2007, the Purchaser shall forward to the Bank's solicitors a letter of undertaking by the Purchaser or the Purchaser's financier in favour of the Developer to deliver to the Developer the duly stamped Assignment within fourteen (14) days after the same has been stamped and the certified true copy of the Developer's official receipt evidencing the Purchaser's payment of the Developer's outgoing charges.
21. Upon the signing of the Memorandum of Contract (as contained at the end of this document), the Property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring to the Property before, at or subsequent to the sale of the Property.
22. The Purchaser shall be deemed to have inspected the Property and therefore admit the identity of the Property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the Property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
23. The Property is sold on an "as is where is" basis subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.
24. The Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
25. (a) The Property is believed to be and shall be taken to be correctly described and is sold on an "as is where is" basis subject to all expressed and implied category of land use, conditions, restriction-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous Sale and Purchase agreements, previous assignment, covenants, liabilities (including and not limited to liabilities to local authorities incurred but not ascertained and any rates imposed but not demanded), encumbrances and right, (if any), subsisting thereon or thereover whether prior to, during and/or after the auction sale, without any obligation on the Bank or the Auctioneer to define the same herein respectively and the Purchaser shall be deemed to have full knowledge of the same and to be bound thereby. No error, misstatement, omission or misdescription of the Property or any matters in connection with the Property howsoever and whensoever arising, shall annul the sale nor shall any compensation be allowed in respect thereof. In furtherance thereto, any payment which may be imposed by the relevant authorities and/or the Developer shall be solely and absolutely borne and paid by the Purchaser.
    (b) If the land or floor area of the Property is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be solely and absolutely borne and paid by the Purchaser.
    (c) If the land or floor area of the Property is found to be less than that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and neither the Bank, the Bank's solicitors nor the Auctioneer shall in any way be responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property.
26. It is the sole and absolute responsibility of and the onus is on all intending bidders to at their own costs and expense, 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 Property and the auction sale of the Property, and to satisfy themselves on the same and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and conditions 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 only and/or is a low cost property, and matters relating to the ownership of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts owing and obligations pertaining to the Property, and the Purchaser's eligibility and qualification to purchase the Property). The Purchaser shall be deemed to have full knowledge of all of the matters aforesaid. The Bank, the Bank's solicitors and the Auctioneer and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser in respect of any of the aforesaid.
27. 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 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 interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 7 above; and
    (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms 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 the Sale and Purchase and/or the transfer of the Property from the 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 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 Bank, the 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 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 submit to the Bank's solicitors for the 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 Customers as transferee shall have first been duly executed by the relevant persons and delivered to the Bank's solicitors for the Bank's or the 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 Customers 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 memorandum of transfer in favour of the Customers as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 13 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 Bank, the 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 Customer as transferee and/or the Memorandum Of Transfer in favour of the Purchaser as transferee).

28. Notwithstanding Clauses 20 and 27 above and notwithstanding there being no default or breach on the part of the Purchaser, the Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed Of Assignment or the Memorandum Of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Customer as transferee, to terminate the sale of the Property to the Purchaser at the Bank's discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Bank shall refund without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Bank, the Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property.
29. In the event the sale being set aside for any reasons whatsoever whether by the Bank or by an Order of Court or consent not being obtained by the Purchaser from the relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Bank) to the Purchaser, free of interest/profit less costs, expenses and/or fees incurred by the Bank in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Bank, its Solicitor, the Auctioneer or any other party on account thereof. A certificate by an officer of the Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Bank under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Bank, its Solicitor and the Auctioneer or their respective servants or agents.
30. The 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 together with Compensation Charges thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Bank or its Agent to give vacant possession.
31. Subject to Clauses 6 and 7 hereof, in the event there is any balance of moneys due to the Developer by the Customer or the Bank under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance moneys. In the event that the balance moneys payable is/are outstanding progressive payment(s) due to the Developer in respect of the Property, the Purchaser shall:-
    (a) In the event that the Purchaser requires a loan/financing to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 13 hereof, cause the Purchaser's financier to issue a letter of undertaking in favour of the Developer to pay the balance progressive payment according to the schedule of payment in the principal Sale and Purchase Agreement and to release the Bank from all obligations and liability of payment;
    (b) In the event that the Purchaser does not require a loan/financing to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 13 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the principal Sale and Purchase Agreement made in favour of the Developer and to release the Bank from all obligations and liability of payment;
    (c) Any payment due and payable to the Developer after the date of the auction sale, including the balance progressive payment according to the schedule of payment in the principal Sale and Purchase Agreement, charges and compensation charges as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clause 31 (a) and (b) hereof, shall be borne by the Purchaser absolutely; and
    (d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee in accordance with Clause 31 (a) and (b) hereof, the Bank shall be entitled to terminate the sale by notice in writing to the Purchaser whereon the Deposit shall be forfeited by the Bank and the Bank shall be entitled at the Bank's absolute discretion to put the Property up for sale at a date, time and reserve price to be fixed by the Bank. The costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) together with any deficiency in the price obtained in the resale compared to the price obtained in the earlier auction sale shall be a debt due and payable from the Purchaser to the Bank and shall be recoverable by the Bank from the defaulting Purchaser. A certificate by an officer of the Bank as to the costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.
32. The Bank makes no representation as to the ownership of furniture, fittings and fixtures situated at the Property which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.
33. All necessary inquiries and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
34. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Bank.
35. Unless expressly provided herein, the Bank, the Solicitor and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort or in contract, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising before, at or subsequent to the sale of the Property. The Purchaser hereby expressly and irrevocably waives any and all rights, claims and remedies that the Purchaser may have contrary to the foregoing.
36. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Bank, the Solicitor and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Bank, its Solicitors, the Auctioneer nor any person in their employment have any authority to make or give any representation or warranty whatsoever in relation to the Property.
37. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the Property is delivered, shall immediately upon such termination, redeliver vacant possession of the Property to the Bank at the costs of the Purchaser.
38. The Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.
39. Time whenever mentioned shall be of essence of this Conditions of Sale.
40. The Purchaser is advised to seek independent legal advice and/or appoint a Solicitor to act for the Purchaser and in the event no Solicitor is appointed, the Purchaser shall be deemed to have elected to be unrepresented in this sale.
41. The Conditions of Sale and Deed of Assignment to be executed by the Bank and the Purchaser and the Memorandum of Transfer by the Developer to the Purchaser are documents evidencing a single transaction. For the purpose of Section 4(3) of the Stamp Act 1949, the Deed of Assignment shall be deemed the principal instrument.
42. Pursuant to Section 18 and 33 of the Stamp Act, 1949 any stamp duty payable shall be borne by the Purchaser alone and shall not be paid out of the proceeds of sale. The successful bidder shall also pay the registration fee for the eventual transfer of the said Property.
43. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer of the beneficial ownership in the Property to the Purchaser.
44. In the event of any discrepancy, misstatement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.
45. The Proclamation of Sale and the terms of this Conditions of Sale shall to be read together and shall collectively constitute part of the Memorandum of Contract. The Online Terms & Conditions stated in www.eauction2u.com.my shall also apply.
46. The Bank reserves its right to vary, add, delete and/or amend any of the terms and conditions herein at any time and from time to time at its discretion, subject to compliance with Shariah principle.
47. If any term contained herein shall be in whole or in part held to be void, illegal or unenforceable under any rule of law, that term shall be to that extent be deemed not to form part of this Conditions of Sale and the sale shall not be in any way be affected thereby.
48. **Alternatively, the balance of the purchase price [together with inward RENTAS Service Charges (if any)] and the compensation charges and all other moneys payable hereunder (if any) shall be paid in full by the Purchaser to the Bank or the Bank's Solicitors within ninety (90) days from the date of the auction sale by remitting the payment directly to the Bank via RENTAS.**

**The RENTAS payment must be made accompanied with the following details:-**

**Beneficiary**

*** Assignor/Customer Name : IRENE KUIBIN**
*** Account No. : MBB 716641**
*** Payment Details : -**

# ONLINE TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all members of www.eauction2u.com.my ("**PG ACT FAST AUCTION (SABAH) SDN. BHD**.website").

**1. ELIGIBILITY OF E-BIDDERS**

1.1. Parties who are interested to participate in public auction ("E-Bidders") may do so by logging on to **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website and register as a member.

1.2. E-bidders who register as a member to participate in the public auction via **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website shall: a. Be of 18 years and above, sound mind and not an undischarged bankrupt; b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; c. 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. E-bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

**2. REGISTRATION OF E-BIDDERS**

2.1. E-Bidders shall provide true, current and accurate information to register as a member.

2.2. Individual E-Bidders are required to upload copies of identification documents.

2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution shall be uploaded.

2.4. E-Bidders only need to register as member once and the registered E-Bidder's member name and password can be used for the subsequent auctions on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website.

2.5. E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.

2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, 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 Bumiputra or Malay 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 and **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and their respective agents or servants do not in any way make any 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.

2.7. The registration of an individual or company as a member on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

**3. HOW TO BID**

3.1. E-Bidders may browse through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and select the properties they wish to bid & click VIEW DETAIL to see more.

3.2 Bidders need to click REGISTRATION FOR ONLINE BIDDER button.

3.3. E-Bidders are required to agree and accept the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website Terms & Conditions before proceeding with the bid.

3.4. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale.

3.5. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made via local bank transfer to **MALAYAN BANKING BERHAD** in favor of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. (BIDDER DEPOSIT) **Account No: 5601 4873 9679**. Evidence of the transfer must be uploaded and submitted at the time of registration.

3.6. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website latest by 3.00 P.M, at least one (1) working day before the auction date.

3.7. Registration shall be subject to verification and approval of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and subject further to deposit payment being cleared by the bank. Please take note that approval from **PG ACT FAST AUCTION (SABAH) SDN. BHD** administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website. Neither **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidder is rejected and/or delayed for any reason whatsoever. In the event of 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 (3) working days.

3.8. After Online Registration done, bidder can view the status of approval at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website under PROFILE after LOGIN using the same registered email (Rejected/Pending/Approved)

3.9. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:

a. The person's NRIC copy (front and back); and

b. A copy of the relevant Letter of Authorization.

3.10. Upon approval and verification by **PG ACT FAST AUCTION (SABAH) SDN. BHD** administrator and subject to the deposit payment being cleared by the bank, registered E-Bidders can view the status of approval at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website under PROFILE after LOGIN using the same registered email (Rejected/Pending/Approved)

3.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

**4. BIDDING PROCEDURES**

4.1. Bidders have to login at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website using the same registered email 30 minute before Auction Time.

4.2. Bidders have to click VIEW BID SCREEN BUTTON beside the status to show the bidding screen. Once enter the bidding screen bidders will be on STANDBY MODE 30 minute before the auction started.

4.3. Bidding shall generally commence based on the sequence of the lot being shown on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website. However, the Auctioneer has the right to vary this sequence without notice.

4.4. It shall be the responsibility of registered E-Bidders to log in through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website to wait for their turn to bid for the property lot in which they intend to bid.

4.5. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidder as well as on-site bidders.

4.6. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
4.7. “Standby mode” is displayed, followed by a message stating “AUCTION STARTED”. Enter your BID by clicking “NEXT BID” button.
4.8. Each bid will be called for 3 times, “FIRST CALLING, “SECOND CALLING”, “FINAL CALL”. Registered E-Bidders may submit their bid at any of these stages of biddings by click the bid amount.
4.9. Any bid by the registered E-bidders shall not be withdrawn once entered.
4.10. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the BIDDING SCREEN.
4.11. When system displays “NO MORE BIDS”, no further bids will be accepted by the Auctioneer, whether on-site or through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website.
4.12. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
4.13. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
4.14. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
4.15. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
4.16. The information shown and/or prompted on the screen handled by the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

**5. POST PUBLIC AUCTION**
5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum of Sale and pay the difference between 10% of the purchase price and the deposit paid under clause 3.5 above (“differential sum”) must be made via local bank transfer to **MALAYAN BANKING BERHAD** in favor of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. (BIDDER DEPOSIT) **Account No: 5601 4873 9679** within 1 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up 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 deposit paid under clause 3.5 above and the differential sum paid under this clause (If any) to the Assignee Bank.
5.2. Any successful E-Bidders who is unable to attend to sign the Memorandum of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website. The authorised person shall provide the Letter of Authorisation signed by the successful E-bidder together with a copy of his/her identity card to the Auctioneer.
5.3. In the event if there is inconsistency between the personal details and documents uploaded in the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. 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 his discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction.
5.4. The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitor for the Assignee Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
5.5. The Memorandum of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.

**6. OTHER APPLICABLE TERMS & CONDITIONS**
6.1. All registered E-bidders at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein.
6.3. 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 any bids made by the E-Bidders.
6.4. The Auctioneer or the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website.
6.5. **PG ACT FAST AUCTION (SABAH) SDN. BHD** website is owned and operated by **PG ACT FAST AUCTION (SABAH) SDN. BHD**. The E-Bidders agree and accept that **PG ACT FAST AUCTION (SABAH) SDN. BHD**. or the Assignee Bank in which **PG ACT FAST AUCTION (SABAH) SDN. BHD**. 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 **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website.

**7. APPLICABLE LAWS AND JURISDICTION**
7.1. The usage of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
7.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

**8. CONFIDENTIALITY OF INFORMATION**
8.1. By accessing this **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website, the E-Bidders acknowledge and agree that **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website may collect, retain, or disclose the E-Bidder’s information or any information by the e-bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
8.2. E-Bidders agree to accept all associated risks when using the service in the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
8.3. 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.
8.4. 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.
8.5. E-Bidders accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the Bidders shall immediately notify **PG ACT FAST AUCTION (SABAH) SDN. BHD**.

**9. INTELLECTUAL PROPERTY**
9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website.
9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors’ fees and injunctive relief.

**10. MISCELLANEOUS**
10.1 In the event there is any discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.