PROCLAMATION OF SALE

IN THE MATTER OF THE COMPOSITE LOAN AGREEMENT AND ASSIGNMENT AND POWER OF ATTORNEY BOTH DATED THE 17TH MARCH 2006

Between

AMBANK (M) BERHAD (196901000166) (8515-D) — **ASSIGNEE/BANK**

And

JIMMY CHEW (NRIC NO.: 750720-12-5139) — **ASSIGNOR/BORROWER**

In the exercise of the rights and powers conferred upon the Assignee/Bank under the **Composite Loan Agreement and Assignment and Power of Attorney both dated the 17th March 2006** entered into between the Assignor(s)/Borrower(s) and the Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer:-

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

VIA ONLINE BIDDING

TUESDAY, THE 12TH JULY, 2022, AT 10.30 AM IN THE MORNING,

AT ARENAAUCTIONEERS.COM

&

(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:

(1) Prior to the auction sale, all intending bidders are advised to:-
(i) inspect the subject property (ii) conduct an official title search (iii) enquire from the Developer/Proprietor and/or other relevant authorities whether the sale is open to all races or to Malaysian Citizens who are Bumiputeras only and also on the other terms of consent or restrictions to the sale herein prior to the auction sale (iv) obtain a copy of the Conditions of Sale from the Auctioneer and seek independent legal advice on all matters in connection with the auction sale, including the Conditions of Sale.

(2) This material is based upon information which we consider reliable. As it has been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.

(3) As at the auction date, consent (if applicable) from the Developer/Proprietor and/or the relevant authorities has not been obtained yet, however it is the responsibility and liability of successful bidder to obtain the consent/transfer (if applicable) pertaining to the auction from Developer/Proprietor and/or the relevant authorities.

PARTICULARS OF TITLE

Strata Title	:	Has been issued
Individual Title No. & Lot No.	:	ST 260569006/ A02, District of Putatan, Sabah
Developer's Parcel No.	:	Unit No. A02, Storey No. Ground Floor, Block LC
Floor Area	:	631 sq. ft (58.6 sq. m)
Vendor	:	**TPPT SDN BHD (208360-D)**
Developer	:	**TPPT SDN BHD (208360-D)**
Registered Proprietor	:	**TPPT SDN BHD (208360-D)**
Beneficial Owner	:	**JIMMY CHEW (NRIC NO.: 750720-12-5139)**
Encumbrance	:	Assigned to **AmBank (M) Berhad (196901000166) (8515-D)**
Tenure	:	999 years leasehold expiring on 30 December 2923
Category of Land Use	:	Not Stated
Express Conditions	:	Not Stated
Restriction In Interest	:	Not Stated
Notes	:	**Bumiputra's Lot**

LOCATION AND DESCRIPTION:

The subject property is **ground floor corner unit of 5 storey walk up apartments building** bearing postal address **Lot No. A02, Ground Floor, Block LC, Taman Ketiau; Jalan Ketiau Tombovo, 88200 Putatan, Sabah**. The accommodations of the subject property are consisting of: Living/ dining area, study area, two bedrooms, toilet, shower room and kitchen.

RESERVE PRICE:

The property will be sold on an "**as is where is**" basis and subject to a reserve price of **RM144,000.00 (RINGGIT MALAYSIA: ONE HUNDRED FORTY FOUR THOUSAND ONLY)** and the Conditions of Sale and subject to the consent (if applicable) being obtained by the purchaser from the Developer/Proprietor and other relevant authorities. **Online bidders are further subject to the Online Terms & Conditions on arenaauctioneers.com**.

TAX:

The sale of the subject property is subject to any such tax implemented under any law now be or hereafter imposed by Government of Malaysia whenever applicable.

OUTGOING:

Any arrears of service / maintenance charges excluding late penalty interest (if any) which may be lawfully due and payable to any relevant authority and / or Developer as at the date of successful sale shall be borne by the Assignee/Lender and the portion attributable up to the date of the successful sale (subject to a maximum of 10% of the Reserve Price) shall be paid out upon receipt of full auction proceeds, provided that the Assignee/Lender is in receipt of the itemized billing for service/maintenance charges and statement of account issued by relevant authority and/or the Developer from the Purchaser within ninety (90) days from the date of the successful sale, failing which the purchaser will not be entitled for any claim and any sum due and payable after the date of the sale shall be borne by the Purchaser.

DEPOSIT:

All intended bidders are required to deposit with the Auctioneer, prior to the auction sale, **ten per cent (10%) of the reserved price or a minimum of RM2,000.00 whichever is higher** by **Bank Draft or Cashier's Order** only in favour of **AmBank (M) Berhad** for the account of **(Jimmy Chew) or remit the same through online banking instant transfer latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY. Online bidders please refer to the Online Terms & Conditions on arenaauctioneers.com on the manner of payment of the deposit.**

FOR FURTHER PARTICULARS, please apply to **Messrs Wong & Shim (KK)**, Solicitors for the Assignee/Bank, at **12th Floor, Wisma Merdeka Phase 1, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah, Malaysia. [Ref No.: WS/RW/C/A-12(1652)/DG/lcw-yt] (Tel No.: 088-233 171, Fax No.: 088-213 579)** or the undermentioned Auctioneer:-

ARENA AUCTIONEERS SDN. BHD.(1092337-X)

ADDRESS : **No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.** — **THONG HER AN**
TEL NO. : **03-7845 5890 / 7842 5660,** **FAKS NO. : 03-7845 5891** — **MARDZIAH BT HJ. MOHD AZLAN**
EMAIL : **aasb@arenaauctioneers.com,** **WEBSITE : arenaauctioneers.com** — **[Licensed Auctioneers]**
REF NO. : **AASB1055/AMBB/020/002/22-M02(BK-2)** — **012-327 5047**

LICENSED AUCTIONEERS
aasb@arenaauctioneers.com
012-327 5047
03-78425660 | 03-78455890
aasb@arenaauctioneers.com

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN PINJAMAN KOMPOSIT DAN PENYERAHAN HAK SERTA SURAT KUASA WAKIL KEDUA-DUANYA BERTARIKH 17HB MAC 2006

Between

AMBANK (M) BERHAD (196901000166) (8515-D) — **PEMEGANG SERAH HAK/BANK**

And

JIMMY CHEW (NO. K/P : 750720-12-5139) — **PIHAK PENYERAH HAK/ PEMINJAM**

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank Dibawah **Perjanjian Pinjaman Komposit dan Penyerahan Hak serta Surat Kuasa Wakil kedua-duanya bertarikh 17hb Mac 2006** diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerah Hak/ Peminjam yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah:-

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA

LELONGAN AWAM

LELONGAN SECARA ATAS TALIAN

PADA 12HB JULAI, 2022 BERSAMAAN HARI SELASA, JAM 10.30 PAGI,

DI ARENAAUCTIONEERS.COM

&

(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:

(1) Sebelum lelongan, semua bakal-bakal pembeli adalah dinasihatkan agar:-
(i) memeriksa hartanah tersebut (ii) membuat carian hakmilik secara rasmi (iii) membuat pertanyaan dengan Pihak Pemaju/Tuanpunya dan/atau pihak-pihak lain yang berkenaan samaada jualan ini terbuka kepada semua bangsa atau warganegara Bumiputera sahaja dan juga jika terdapat persetujuan atau sekatan terhadap jualan lelongan (iv) mendapatkan salinan Syarat-Syarat Jualan daripada Pihak Pelelong dan mendapatkan khidmat nasihat guaman dalam semua perkara berkenaan dengan jualan lelongan termasuk Syarat-Syarat Jualan.

(2) Isi kandungan ini adalah berdasarkan maklumat yang dianggap boleh dipercayai. Oleh kerana ia diperolehi daripada pihak ketiga, maka kami tidak dapat memastikan bahawa ianya adalah tepat atau lengkap. Oleh itu, ia adalah tertakluk kepada kesilapan atau apa-apa maklumat yang tertinggal.

(3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pihak Pemaju/Tuanpunya dan/atau pihak-pihak lain yang berkenaan belum diperolehi, walaubagaimanapun, ia adalah tanggungjawab pembida yang berjaya untuk mendapatkan kebenaran/pindahmilik (jika perlu) daripada Pihak Pemaju/Tuan punya dan/atau pihak-pihak lain yang berkenaan.

BUTIR-BUTIR HAKMILIK

Hakmilik Strata	:	Telah dikeluarkan
No. Hakmilik Individu/No. Lot	:	ST 260569006/ A02, Daerah Putatan, Sabah
No. Petak Pemaju	:	Unit No. A02, Tingkat bawah, Blok LC
Keluasan Lantai	:	631 k.p (58.6 m.p)
Penjual	:	**TPPT SDN BHD (208360-D)**
Pemaju	:	**TPPT SDN BHD (208360-D)**
Pemilik Berdaftar	:	**TPPT SDN BHD (208360-D)**
Pemilik Benefisial	:	**JIMMY CHEW (NO. K/P: 750720-12-5139)**
Bebanan	:	Diserahhak kepada **AmBank (M) Berhad (196901000166) (8515-D)**
Pegangan	:	Pajakan 999 tahun tamat pada 30 Disember 2923
Kategori Kegunaan Tanah	:	Tidak dinyatakan
Syarat Nyata	:	Tidak dinyatakan
Sekatan Kepentingan	:	Tidak dinyatakan
Nota	:	**Lot Bumiputra**

©arenaauctioneers.com
012-3275047
aasb@arenaauctioneers.com

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah **seunit pangsapuri unit tepi tingkat bawah bangunan pangsapuri bertangga 5 tingkat** beralamat di **Lot No. A02, Ground Floor, Block LC, Taman Ketiau; Jalan Ketiau Tombovo, 88200 Putatan, Sabah**. Akomodasi hartanah tersebut terdiri daripada: Ruang tamu/ruang makan, ruang belajar, dua bilik tidur, tandas, bilik mandi dan dapur

HARGA RIZAB:

Hartanah tersebut akan dijual dalam keadaan "**seperti mana sedia ada**" dan tertakluk kepada satu harga rizab sebanyak **RM144,000.00 (RINGGIT MALAYSIA: SATU RATUS EMPAT PULUH EMPAT RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dan kebenaran (jika perlu) daripada Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan. **Pembeli dalam talian juga tertakluk kepada Terma-terma dan Syarat-syarat Dalam Talian yang terkandung dalam arenaauctioneers.com.**

CUKAI:

Jualan hartanah tersebut akan dikenakan cukai berdasarkan mana-mana Akta terkini atau selepasnya yang dikuatkuasa oleh Kerajaan Malaysia yang mana berkenaan.

CAJ-CAJ:

Sebarang tunggakan caj perkhidmatan atau penyelenggaraan tanpa faedah penalti lewat (jika ada) yang tertunggak dan perlu dibayar kepada mana-mana pihak berkuasa yang berkenaan dan/atau pihak Pemaju akan ditanggung oleh pihak Pemegang Serah Hak/Pemberi Pinjaman setakat tarikh jualan lelongan hartanah tersebut (tertakluk kepada maksimum 10% daripada harga rizab) yang akan dibayar daripada harga pembelian, dengan syarat bahawa Pemegang Serah Hak/Pemberi Pinjaman menerima bil yang terperinci untuk caj perkhidmatan penyelenggaraan dan penyata akaun yang dikeluarkan oleh pihak berkuasa dan/atau pemaju yang berkaitan daripada Pembeli dalam tempoh sembilan puluh (90) hari dari tarikh jualan dan jika gagal pembeli tidak akan layak untuk apa-apa pembayaran, dan sebarang jumlah tertunggak yang perlu dibayar selepas tarikh jualan lelongan hartanah tersebut hendaklah ditanggung oleh pembeli.

DEPOSIT:

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **sepuluh peratus (10%) daripada harga rizab atau minimum RM2,000.00 yang mana paling tinggi** dalam bentuk **Bank Deraf Atau Kasyier Order** di atas nama untuk akaun **(Jimmy Chew) atau melalui pemindahan segera perbankan atas talian sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 4 petang. Pembida dalam talian, sila rujuk Terma & Syarat di arenaauctioneers.com untuk cara-cara pembayaran deposit.**

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Wong & Shim (KK)**, Peguamcara bagi Pihak Pemegang Serah hak/Bank yang beralamat di **12th Floor, Wisma Merdeka Phase 1, Jalan Tun Razak, 88000 Kota Kinabalu, Sabah, Malaysia. [Ref No.: WS/RW/C/A-12(1652)/DG/lcw-yt] (Tel No.: 088-233 171, No. Fax: 088-213 579)** atau Pelelong yang tersebut di bawah:-

ARENA AUCTIONEERS SDN. BHD.(1092337-X)

ADDRESS	**:**	**No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.**	**THONG HER AN**
TEL NO.	**:**	**03-7845 5890 / 7842 5660,** **FAKS NO. : 03-7845 5891**	**MARDZIAH BT HJ. MOHD AZLAN**
EMAIL	**:**	**aasb@arenaauctioneers.com,** **WEBSITE : arenaauctioneers.com**	**[Pelelong Berlesen]**
REF NO.	**:**	**AASB1055/AMBB/020/002/22-M02(BK-2)**	**012-327 5047**

LICENSED AUCTIONEERS
© arenaauctioneers.com
012-3275047
03-78425660 | 03-78455890
aasb@arenaauctioneers.com

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

CONDITIONS OF SALE

1. RESERVE PRICE AND BIDDING AT AUCTION

1.1 This sale is made by **AmBank (M) Berhad (196901000166) (8515-D)** ("Assignee/Bank") in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the **Composite Loan Agreement and Assignment and Power of Attorney both dated the 17th March 2006** executed by **Jimmy Chew (NRIC No.: 750720-12-5139)** ("Assignor") in favour of the Assignee/Bank subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property ("Property") and shall further subject to the reserve price ("Reserve Price") and the Conditions of Sale as appearing in the Proclamation of Sale.

1.2 Subject to the provisions of Clause 5 below the highest bidder for the Property described in the Proclamation of Sale if so allowed by the Auctioneer shall be the Purchaser ("Purchaser") thereof and the Auctioneer shall have the right to reject any bid. If any dispute shall arise as to any bidding, the Property shall be at the option of the Auctioneer be put up again for sale at the last undisputed bid or the Auctioneer may decide on the dispute and the decision of the Auctioneer on all matters not provided for in this Conditions of Sale shall be final and binding in all respects if such decision is made during the course of conducting the auction on the auction date

1.3 No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale and no bidding shall be withdrawn or retracted. Should there be any withdrawal or retraction from the registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit ("Bidding Deposit") shall be forfeited to the Assignee/Bank and the Property shall be at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date.

1.4 In the event the subject matter offered for auction comprises more than one (1) property, the Auctioneer shall have the right to: -

(a) determine or vary the order of sale;
(b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
(c) withdraw any of the properties from the sale.

2. BIDDING DEPOSIT

Subject to Clause 5.1 below, all intending bidders shall deposit with the Auctioneer, prior to the auction sale, a **bank draft or cashier's order** drawn in favour of **AmBank (M) Berhad for the a/c of (Jimmy Chew)**, a Bidding Deposit equivalent to **ten per cent (10%)** of the Reserve Price or a minimum of **RM2,000.00 whichever is higher, or remit the same through online banking instant transfer latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY. Online bidders are further subject to the Online Terms & Conditions on arenaauctioneers.com.**

3. AUTHORITY TO ACT/BID

3.1 Any agent acting on behalf of another person, body corporate or firm is required to deposit with the Auctioneer, prior to the auction sale, a letter of authority from such person, body corporate or firm stating that he is acting on behalf of the person, body corporate or firm, as the case may be.

3.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Proprietor and/or other relevant authorities, it shall be sold to individual persons only.

3.3 If the sale is restricted to Bumiputra only, such bidder or agent shall be a Bumiputra and when the bidder is a company it will be a Bumiputra company. **However the Auctioneer may at his own discretion vary such restriction to allow non-Bumiputra Bidding Agent to participate in the auction on case to case basis.**

3.4 All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.

4. PROHIBITED TO ACT/BID

4.1 No bankrupts is allowed to bid or act as agents.

4.2 Foreign Citizen/Foreign Company is only allowed to bid for the Property with the prior consent from the Foreign Investment Committee. **In the event if no prior consent has been obtained then the Auctioneer shall at its absolute discretion accept or reject such bidding by Foreign Citizen/Foreign Company.**

4.3 In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank or the Assignee/Bank may resolve the matter in any other manner that the Assignee/Bank deems fit. The Assignee/Bank's decision shall be final and conclusive.

4.4 In the event that the Purchaser becomes a bankrupt or dies before the completion of the sale or before the completion of the extended period of time, the Assignee/Bank shall have the absolute discretion to do the following:-

(a) forfeit the Deposit together with the charges (if any) and this auction sale shall be deemed terminated and be of no further effect; or
(b) the Bank shall refund the balance of deposit after deducting expenses in carrying out the auction sale to the estate of the deceased or the Official Assignee as the case may be if the Purchaser is or becomes a bankrupt; and
(c) the Assignee/Bank may resolve the matter in any other manner that the Assignee/Bank deems fit. The Assignee/Bank's decision shall be final and conclusive.

5. ASSIGNEE/BANK'S RIGHTS

The Assignee/Bank reserves the following rights:-

5.1 Right to Bid

to bid without having to deposit with the Auctioneer the requisite **ten per cent (10%)** of the Reserve Price or a minimum of **RM2,000.00** whichever is higher, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor(s)/Borrower(s) under the **Composite Loan Agreement and Assignment and Power of Attorney both dated the 17th March 2006** and all costs and expenses of, in connection with and resulting from the sale;

5.2 Right to withdraw Sale

to withdraw, postpone and call off the sale of the Property at any time prior to the auction date and before the fall of the hammer; and

5.3 Right to Resell after withdrawal

to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may deem fit.

5.4 Right to Terminate Sale

In the event that the Property as stated in the Proclamation of Sale is not the property as described under the security documents executed by the Assignor/Borrower or otherwise different from such property as assigned to the Assignee/Bank by the Assignor/ Borrower, the Assignee/Bank shall be entitled to terminate the sale and the bidding deposit paid shall be refunded to the Successful Purchaser(s). The Successful Purchaser(s) shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the Auctioneer or any compensation in respect thereof.

6. TAX

Unless specified otherwise in the Proclamation of sale, if the sale of this property is subjected to Tax, such Tax will be payable and borne by the Purchaser.

7. PAYMENT

7.1 Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum at the foot of these conditions.

7.2 In the event that the total purchase price ("**TPP**") is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum ("**Differential Sum**") equivalent to the difference between ten per cent (10%) of the TPP ("Purchase Deposit") and the Bidding Deposit either in cash or bank draft or cashier's order drawn in favour of **AmBank (M) Berhad for the a/c of (Jimmy Chew)**, as payment of deposit and towards part payment of TPP. **Online bidders please refer to the Online Terms & Conditions on arenaauctioneers.com on the manner of payment of the deposit.**

7.3 In the event that the Purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

7.4 In the event that the Purchaser stops payment or countermands on the bank draft for the Bidding Deposit and/or the Purchase Deposit, the Property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

7.5 The balance of the TPP ("Balance Purchase Price") shall be paid in full by the Purchaser to the Assignee/Bank or to the Solicitors within **ninety (90) days** from the date of the auction sale by **RENTAS/BANK DRAFT/CASHIER'S ORDER** drawn in favour of **AmBank (M)**

Berhad for the a/c of (Jimmy Chew) and that there shall be no extension of the period so specified. However, the period of ninety (90) days may be extended by the Assignee/Bank at its absolute discretion upon written request by the Purchaser before the expiry date provided that if an extension is granted, the Purchaser shall pay to the Assignee/Bank late payment charges/compensation at the rate/amount to be determined by the Assignee/Bank at its absolute discretion on the Balance Purchase Price calculated on a daily basis for the duration of the extended period granted and such late payment charges/compensation shall be paid by the Purchaser in the manner and time stipulated by the Assignee/Bank.

7.6 In the event that the Purchaser fails to pay the Balance Purchase Price within the time or extended time as the case may be and in the manner as stipulated in Clause 7.5 above, the Purchase Deposit together with the late payment charges/compensation (if any) paid under Clause 7.2 above shall be forfeited by the Assignee/Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

7.7 Subject to Clause **7.1, 7.2, 7.3, 7.4, 7.5 and 7.6** hereof, for property which is still under progressive constructions stage, the Purchaser shall:-

(a) In the event that the Purchaser shall require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **7.5** hereof, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;

(b) In the event that the Purchaser shall not require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **7.5** hereof, procure a bank guarantee to pay the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;

(c) Any payment due and payable to the Developer after the date of sale, including the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clause **7.7(a) & (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 mentioned in the manner and at the times reserved in Clause **7.7 (a) & (b)** hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Purchaser whereupon the Purchase Deposit referred in Clause **7.2** shall be forfeited by the Assignee/Bank and the Property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

8. DEED OF ASSIGNMENT/TRANSFER

Upon full payment of the TPP and subject to the consent (if applicable) being obtained by the Purchaser from the Developer/Proprietor and other relevant authorities and further subject to Clause 7.2 hereof, the Assignee/Bank and the Purchaser shall observe the following:-

8.1 The Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses including legal, stamp and registration fees in favour of the Purchaser an Assignment in the form and format duly approved by the Assignee/Bank, of all the rights, title, interest and benefits under the principal Sale and Purchase Agreement entered into between the Developer/Proprietor and the original Purchaser upon the terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon payment by the Purchaser of all such costs and expenses including the vetting fee of the Assignment, the Assignee/Bank shall deliver to the Purchaser the Assignment duly executed or caused to be executed by the Assignee/Bank, the original of the principal Sale and Purchase Agreement or duplicate copy or certified true copy and the original of the previous Assignment(s) or duplicate copy or certified true copy as in the Assignee/Bank's possession;

8.2 If the Property is a housing accommodation under the **Housing Development (Control and Licensing) (Amendment) Act 2007**, the Purchaser shall upon payment of the TPP forward to the Assignee/Bank's solicitor the following:- a) 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 b) the Purchaser's payment in favour of the Developer of the Purchaser's portion of the Developer's outgoings charges pursuant to Clause 12 hereof, or a certified true copy of the Developer's official receipt evidencing the Purchaser's payment of the same.

8.3 In the event that the separate document of title or strata title for the Property has been issued whether before, on or after the successful auction sale, the Purchaser shall bear all costs, expenses, levies, penalties and charges relating to stamping and/or registration of the transfer either directly from the Developer and/or Proprietor OR a double transfer where the Developer and/or Proprietor or any relevant authority requires the title to be transferred into the name of the Assignor prior to it being transferred to the Purchaser, all costs, expenses, levies, penalties and charges relating to stamping and/or registration of the transfer into the Assignor's name shall be borne by the Purchaser.

9. CONDITION OF PROPERTY

All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.

10. TENANCIES AND RESTRICTIVE COVENANTS

The Property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances and rights, if any, subsisting thereon or thereover without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

11. IDENTITY OF THE PROPERTY

11.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and such other documents offered by the Assignee/Bank as the title to the Property by a comparison of the description in the Proclamation of Sale and the aforesaid documents.

11.2 Any error, misstatement, omission or misdescription of the Property in the Proclamation of Sale and the documents referred to in paragraph 11.1 above shall not annul the sale, nor shall any compensation be allowed therefor.

12. RISK OF THE PROPERTY

As from the time of the sale, the Property shall be at the sole risk of the Purchaser as regards to loss or damage of whatsoever nature or howsoever occurring including by fire or other accidents, state of cultivation, non-occupation or otherwise.

13. OUTGOING

a) Any arrears of service/maintenance charges excluding late penalty interest (if any) which may be lawfully due and payable to any relevant authority and/or Developer as at the date of successful sale shall be borne by the Assignee/Bank up to the date of sale (subject to a maximum of 10% of the Reserve Price) shall be paid out upon receipt of full auction proceeds, provided that the Assignee/Bank is in receipt of the itemized billing for service/maintenance charges and statement of account issued by relevant authority and/or the Developer from the Purchaser within ninety (90) days from the date of sale and any sum due and payable after the date of the sale shall be borne by the Purchaser.

b) For avoidance of doubt, in the event that such invoices and / or itemized billing are not submitted within the stipulated ninety (90) days from the auction date, any subsequent claims pertaining to the service / maintenance charges will not be entertained by the Assignee / Bank and the same shall be borne by the Purchaser solely. All charges other than service / maintenance charges including but not limited to quit rent, assessment, fees, taxes, rates, sinking funds, sewage treatment, adjustment of land area charges and / or any other monies whatsoever outstanding to the relevant authority and / or Developer shall be paid directly by the Purchaser.

c) 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 affecting the transferor assigning the beneficial ownership in the property to the Purchaser.

14. REAL PROPERTY GAINS TAX

a) Pursuant to the provision of the **Real Property Gains Tax Act, 1976** (hereinafter referred to as "the said Act") and for the purpose of this sale, the Purchaser shall deduct a sum of equivalent to **3% of the Purchase Price** and shall pay the said **3% of the Purchase Price** to the Director General of Inland Revenue Malaysia within **sixty (60) days** from the date of disposal of the Property.

b) The Successful Purchaser shall forward the proof of payment in respect thereof within **fourteen (14) days** from the date of the payment to the Assignee/Bank in order to enable the Assignee/Bank to obtain exemption and certificate of clearance from the Director General of Inland Revenue Malaysia.

c) In default of payment of the **3%** within the time and manner stipulated in the provisions of the Real Property Gains Tax Act, 1976 the Successful Purchaser shall in all circumstances whatsoever be responsible and liable to pay the requisite **3%** with it's own and absolute costs and expenses and the Successful Purchaser shall not be entitled to claim or demand whatsoever against the Assignee/Bank in respect thereof.

d) Successful Purchaser for property that has been categorized as Low Cost, Medium Cost and Affordable Home with Purchase Price/Auction Price of less than RM200,000.00 is exempted from payment of the 3% provided that the property is auctioned off after 5 years from the date of the previous Sale and Purchase Agreement and it is only applicable to individual with Malaysia Citizenship.

15. CONSENT

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

The Purchaser agrees and undertakes to apply for consent (if applicable) from the Developer/Proprietor and other relevant authorities, in respect of the sale and all fees, charges and expenses including administrative fees in connection with or incidental to the application shall be borne by the Purchaser.

16. VACANT POSSESSION

The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part of the Assignee/Bank to give vacant possession and the Purchaser is **PROHIBITED** from entering upon the Property or take possession of the Property prior to the settlement of the balance purchase price and/or late payment charge/compensation charges (if any).

17. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

17.1 In the event of the sale being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court or consent (if applicable) not being obtained from the Developer/Proprietor and/or other relevant authorities, this sale shall be of no further effect from the date thereof and the Assignee/Bank shall refund the Purchase Deposit or TPP, as the case may be, to the Purchaser free of interest and the Purchaser shall not be entitled to any claim and/or demand whatsoever against the Assignee/Bank or any other party on account thereof.

17.2 In the event of consent (if applicable) not being obtained from the Developer/Proprietor and/or other relevant authorities due to the act of default or omission by the Purchaser, the Purchase Deposit and all late payment charges/compensation (if any) paid pursuant to Clause 7.5 above shall be forfeited to the Assignee/Bank.

17.3 In the event the sale is terminated for any reason whatsoever, 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.

18. TIME OF THE ESSENCE

Time wherever mentioned herein shall be of the essence of these conditions.

19. LANGUAGE

This Proclamation of Sale is available in English and Bahasa Malaysia versions. The parties agree that the version executed by the Customer shall prevail for the purpose of legal contract by the parties. However, all correspondence, notices or other documents required or permitted hereunder may be drawn up in English and drawings and diagrams shall unless otherwise expressly agreed by the parties in writing, be annotated in English.

20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Proprietor (if applicable) and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the contract of sale made pursuant hereto or the principal Sale and Purchase Agreement entered between the Developer/Proprietor and the original Purchaser before the Property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

21. ENCROACHMENT/ACQUISITION

The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any other 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 or shall any abatement or compensation be allowed in respect thereof.

22. EXCLUSION OF LIABILITY

All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee/Bank, the Solicitors and Auctioneers or either of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, the Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Property.

23. PROCLAMATION OF SALE, CONDITIONS OF SALE AND MEMORANDUM OF SALE

All contents in the Proclamation of Sale and this Conditions of Sale are to be read together and shall be part of the Memorandum of Sale.

24. For online bidders, the Terms & Conditions stated on arenaauctioneers.com shall also apply.

ARENA AUCTIONEERS
© arenaauctioneers.com
012-3275047
03-78425660 | 03-78455890
aasb@arenaauctioneers.com

ONLINE TERMS AND CONDITIONS - ARENA AUCTIONEERS SDN BHD

The Terms and Conditions specified herein shall govern all users of arenaauctioneers.com (“ARENA AUCTIONEERS SDN BHD website”). ARENA AUCTIONEERS SDN BHD has agreements with various individuals and corporations, etc. ("Auctioneers") to market and advertise certain properties and/or financial instruments ("Property" or "Properties") through ARENA AUCTIONEERS SDN BHD website. All properties offered on ARENA AUCTIONEERS SDN BHD website shall be offered subject to the Bank’s approval of the final terms and conditions.
All USERS MUST AGREE TO THE TERMS BEFORE BIDDING

1. REQUIREMENT ON ELIGIBILITY OF E-BIDDERS

1.1 Parties who are intent to participate in public auction (“E-Bidders”) may do so by log in on to ARENA AUCTIONEERS SDN BHD website and register as a user.

1.2 E-Bidders who register as a user to participate in the public auction via ARENA AUCTIONEERS SDN BHD website shall:
- (a) Be of 18 years and above, in a rational mind and not a bankrupt person.
- (b) For a company, must 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.

1.4 ARENA AUCTIONEERS SDN BHD services are available only to individuals who can form legally binding contracts under applicable law. ARENA AUCTIONEERS SDN BHD services are not available to minors or to previously suspended ARENA AUCTIONEERS SDN BHD users. If you register as a business entity, by placing a bid, you represent that you have the authority to bind the entity to this Agreement and other related agreements.

2. PROPERTY VIEW & PROPERTY INFORMATION

2.1 Prospective bidders and interested parties may view general information about a property just by clicking the links to the property’s Bid Page. Additional property information may also be available by clicking additional links located on a particular property’s Bid Page.

2.2 If you elect to bid on a property, you must be registered to do so; however, you do not have to be registered in order to view bids for a property. All bids are open and displayed for public viewing unless otherwise noted. The Properties shall be offered through an Internet auction process with a specified opening and closing date. You can bid on properties either from a property’s Bid Page or from your Current Registered Auction listing page, which can display multiple properties for a bidder to monitor or place bids on.

2.3 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 Auctioneers, the Assignee/Bank, the Assignee/Bank’s solicitors and ARENA AUCTIONEERS SDN BHD website 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.

3. REGISTRATION OF E-BIDDERS

3.1 Registration is currently free and is necessary to unlock many of the site’s more useful features. E-Bidders shall provide true, current and accurate information to register as a user.

3.2 E-Bidders only need to register as user once and the registered E-Bidder’s username and password can be used for the subsequent auctions on the ARENA AUCTIONEERS SDN BHD website.

3.3 E-Bidders should keep their account details strictly confidential and must not permit any third party to use or access the E-Bidders’ account on behalf or otherwise. The EBidders shall be liable for any bids made via the E-Bidders’ account.

3.4 E-Bidders may browse through the E-Bidding Dashboard on the website and select the properties they wish to bid.

3.5 By register and proceed with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the ARENA AUCTIONEERS SDN BHD website Terms & Conditions.

3.6 The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale 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, the Conditions of Sale attached to the Proclamation of Sale shall prevail.

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

3.8 For E-Bidders who wish to purchase property under companies, need to provide 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.

3.9 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.

3.10 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 instant transfer** in favour of :

ARENA AUCTIONEERS SDN BHD (BIDDER DEPOSIT) Maybank 5620-8563-6477.

Evidence of the transfer must be uploaded and submitted before the registration closed.

3.11 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 ARENA AUCTIONEERS SDN BHD website latest at least one (1) working day before the auction date.

3.12 Registration shall be subject to verification and approval of ARENA AUCTIONEERS SDN BHD website and subject further to deposit payment being cleared by the bank. Please take note that approval from ARENA AUCTIONEERS SDN BHD administrator 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 ARENA AUCTIONEERS SDN BHD website. ARENA AUCTIONEERS SDN BHD website will not bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidders 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 **three (3) working days**.

3.13 If 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.

3.14 Upon approval and verification by ARENA AUCTIONEERS SDN BHD website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive email and E-Bidder ID from ARENA AUCTIONEERS SDN BHD which will be used on the auction day.

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

3.16 Once the E-Bidders have successfully registered for Online Bidding, the E-Bidders will be eligible to bid online.

3.17 The registration of an individual or company as a user on the ARENA AUCTIONEERS SDN BHD website shall not be taken as approval of eligibility of the intended EBidders to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-Bidders.

4. ONLINE PUBLIC AUCTION BIDDING PROCEDURES

4.1 Bidding shall generally commence based on the sequence of the lot being shown on the ARENA AUCTIONEERS SDN BHD website. However the Auctioneer has the right to vary this sequence without notice.

4.2 It shall be the responsibility of registered E-Bidders to log in through the ARENA AUCTIONEERS SDN BHD website to wait for their turn to bid for the property lot in which they intend to bid. Different computers have different connection speeds, waiting until the last 5 or 10 seconds to place your bid is not recommended. The countdown clock on arenaauctioneers.com should be considered accurate but not exact.

4.3 The Auctioneer has the right to set a new reserve price in the event there is more than one (1) bidder. The reference to a "bidder” here includes E-Bidders as well as on-site bidders.

4.4 Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.

4.5 Auction starts when a flash message “Starts” is displayed, followed by a message stating “Auction started”. Button BID NOW will appear when it is the time to bid.

4.6 Each bid will be called for three (3) times, “First Call”, “Second Call”, “Final Call”. Registered E-Bidders may submit their bid at any of these stages of biddings by click the BID NOW Button.

4.7 Any bid by the registered E-Bidders shall not be withdrawn once entered.

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

4.8 In the event of any clarification, disruption or special situation, the Auctioneer may at his sole discretion decide to pause, postpone and/or call off the public auction. The EBidders will be notified of this on the webpage.
4.9 When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or E-Bidders.
4.10 The on-site or E-Bidders with the highest bid shall be declared as successful bidder upon the fall of hammer.
4.11 The decision of the Auctioneer shall be final and binding on all on-site and/or E-Bidders.
4.12 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**.
4.13 The information shown and/or prompted on the screen handled by the Arena 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 ONLINE PUBLIC AUCTION SALE

5.1 Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum/Contract of Sale and pay the difference between 10% of the purchase price and the deposit paid under clause 3.10 above ("differential sum") at the office of the Auctioneer **on the same day as the auction day**, 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 EBidders. The Auctioneer shall send the Memorandum/Contract of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.10 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/Contract 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 and print a copy of the letter of authorisation from ARENA AUCTIONEERS SDN BHD website. The authorised person shall provide the Letter of Authorisation signed by the successful E-Bidders 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 ARENA AUCTIONEERS 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/Contract 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 and the balance (if any) shall be refunded to the successful E-Bidders.
5.4 The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitors 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/Contract 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/Contract 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 ARENA AUCTIONEERS 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 ARENA AUCTIONEERS SDN BHD 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 ARENA AUCTIONEERS SDN BHD or the ARENA AUCTIONEERS 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 ARENA AUCTIONEERS SDN BHD website.
6.5 ARENA AUCTIONEERS SDN BHD website is owned and operated by ARENA AUCTIONEERS SDN BHD. The E-Bidders agree and accept that ARENA AUCTIONEERS SDN BHD or the Auctioneer or the Assignee Bank in which ARENA AUCTIONEERS 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 ARENA AUCTIONEERS SDN BHD website.

7. APPLICABLE LAWS AND JURISDICTION

7.1 The usage of ARENA AUCTIONEERS 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 ARENA AUCTIONEERS SDN BHD website, the E-Bidders acknowledge and agree that ARENA AUCTIONEERS 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 ARENA AUCTIONEERS 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 are in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidders shall immediately notify ARENA AUCTIONEERS SDN BHD.

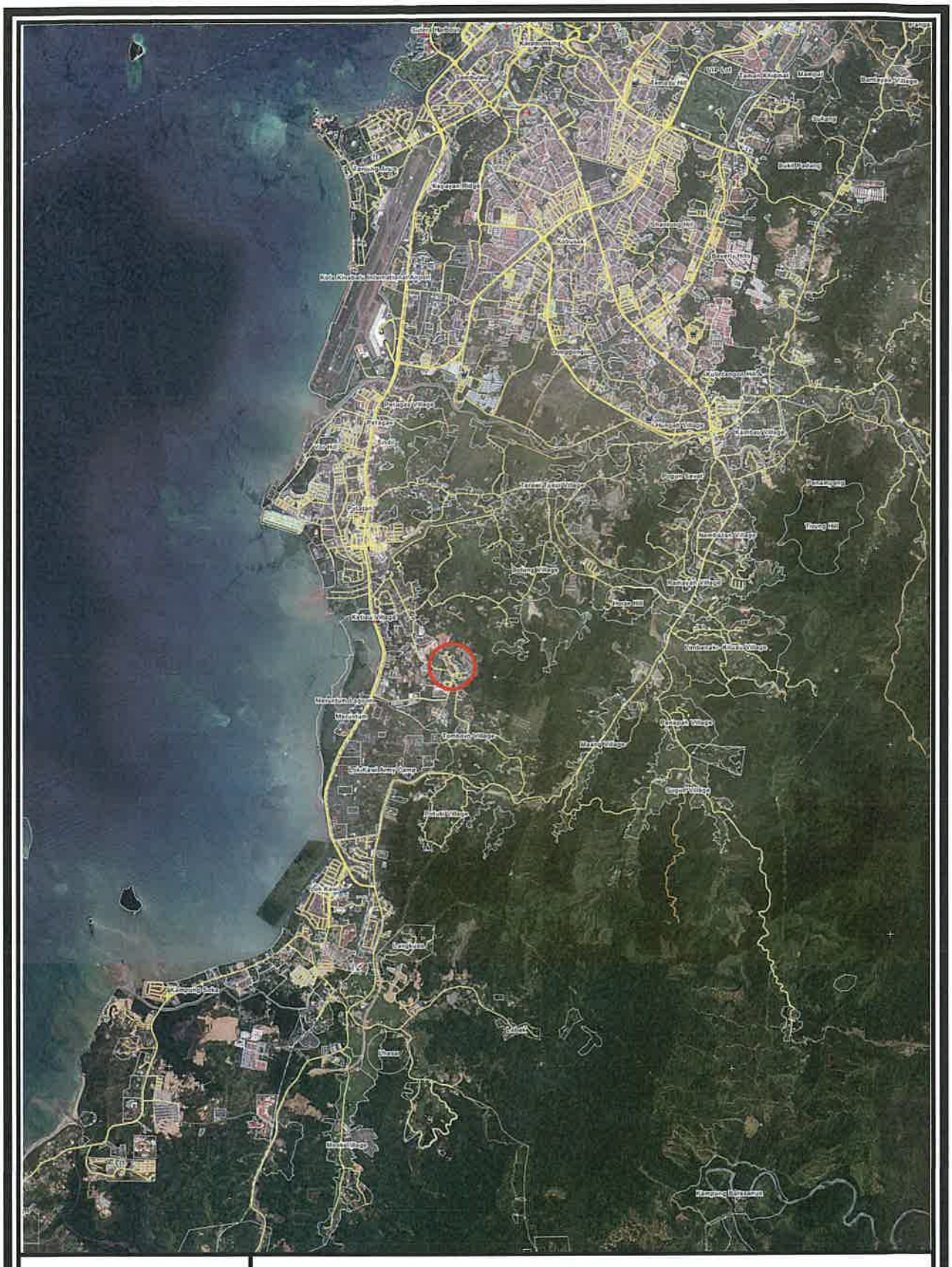
9. INTELLECTUAL PROPERTY

9.1 Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the ARENA AUCTIONEERS SDN BHD website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from ARENA AUCTIONEERS SDN BHD website.
9.2 In the event of any infringement of intellectual property rights under the Terms and Conditions herein, ARENA AUCTIONEERS 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 inconsistency, 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.
10.2 In the event of any inconsistency between the Terms & Condition stated herein and the Condition of Sales attached to the Proclamation of Sale, the Condition of Sale attached to the Proclamation of Sale shall prevail.
10.3 Words importing the singular number shall include the plural number and vice versa.

C H Williams Talhar & Wong (Sabah) Sdn Bhd
[Registration No. 197701003650 (34874-P)]

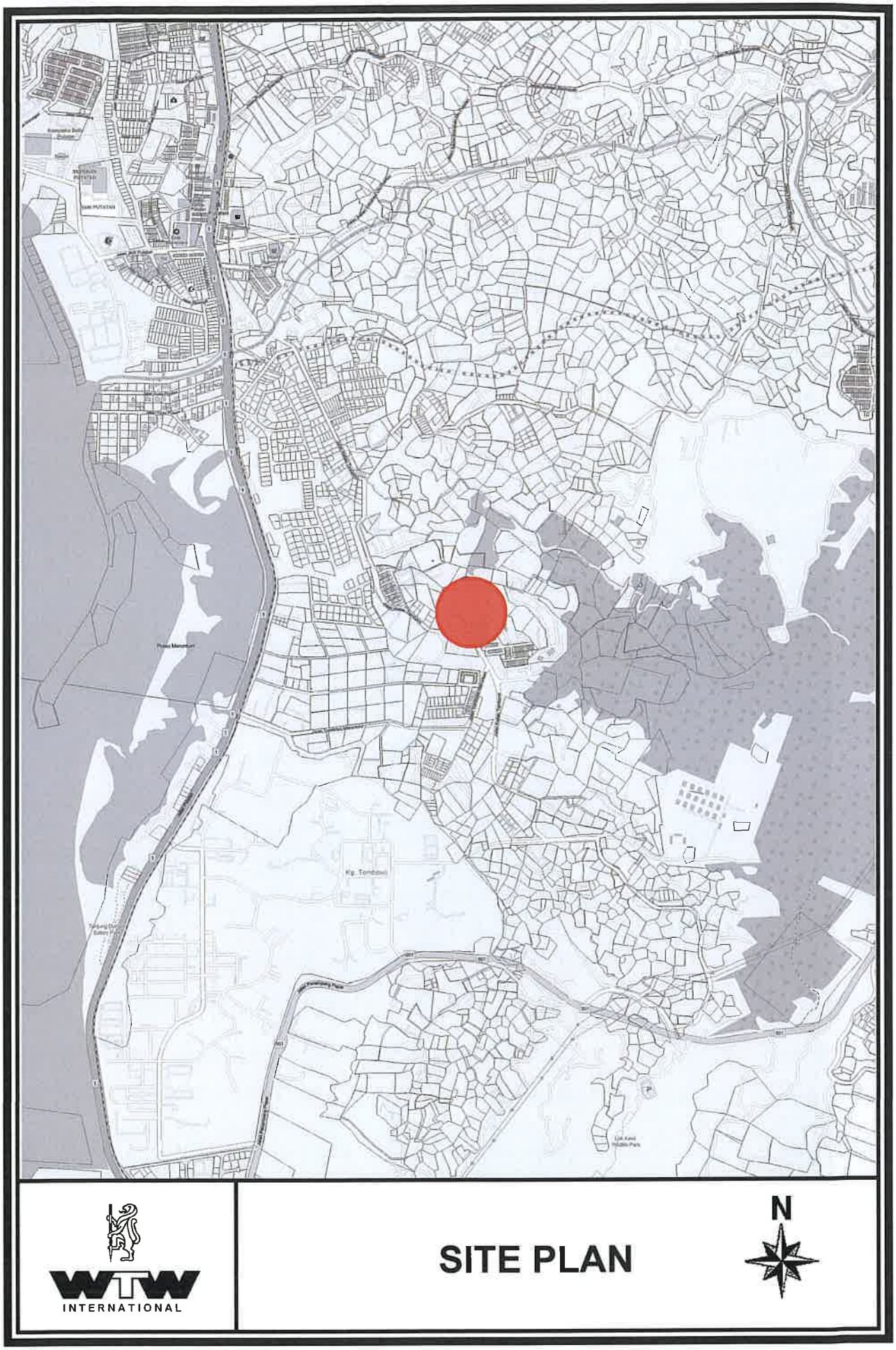


WTW INTERNATIONAL

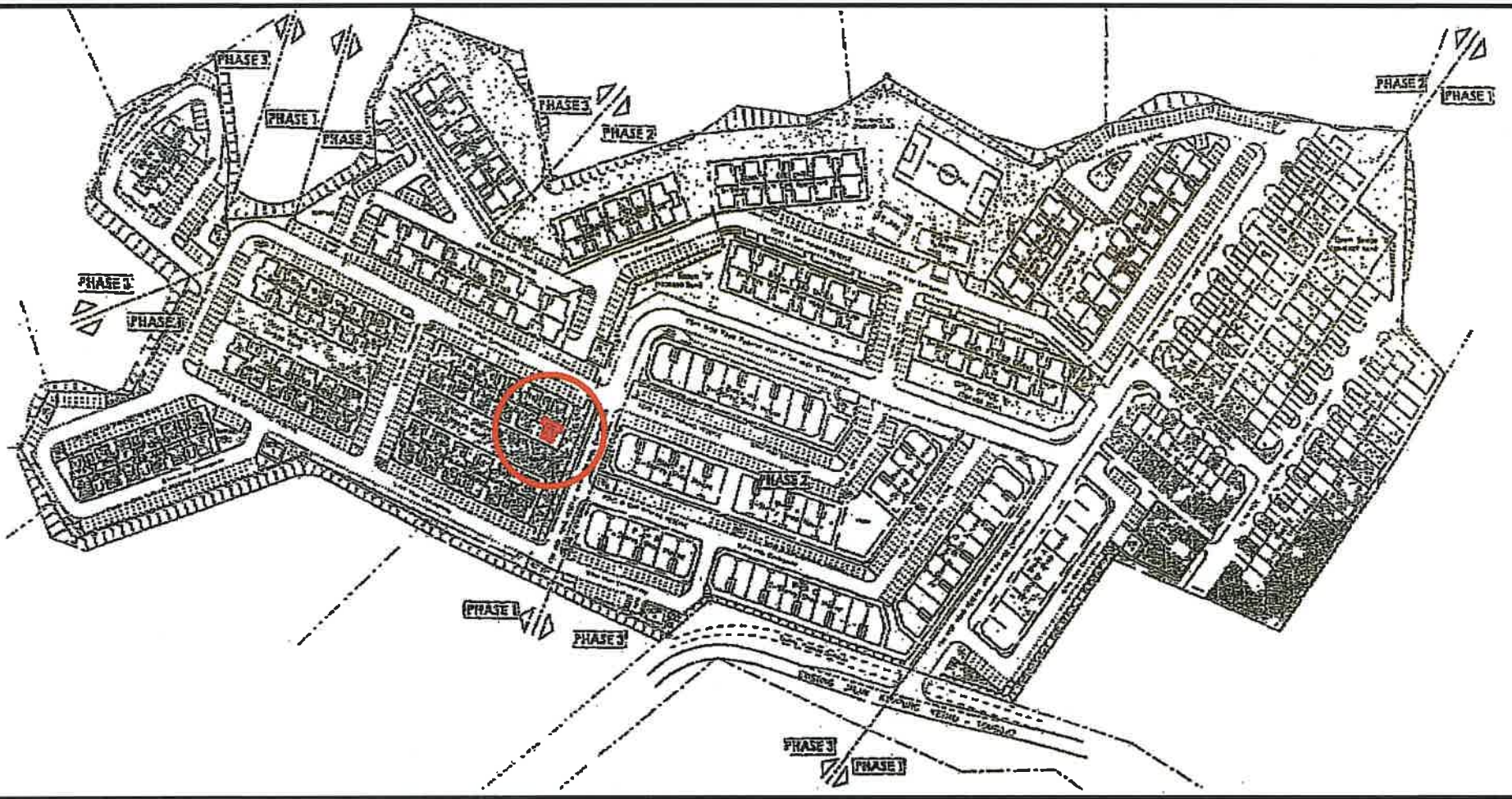
LOCATION PLAN

N

C H Williams Talhar & Wong (Sabah) Sdn Bhd
[Registration No. 197701003650 (34874-P)]



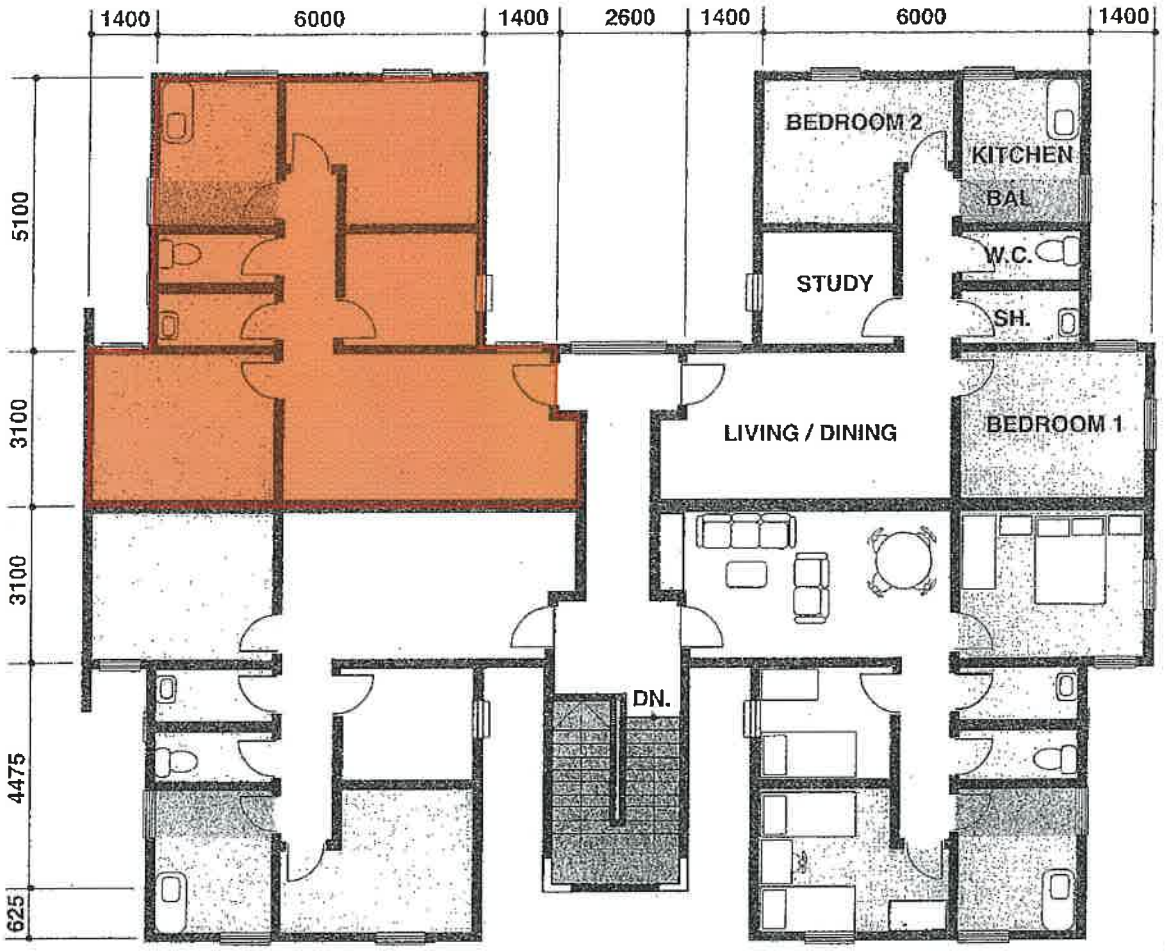
C H Williams Talhar & Wong (Sabah) Sdn Bhd
[Registration No. 197701003650 (34874-P)]



WTW INTERNATIONAL

SITE LAYOUT PLAN

C H Williams Talhar & Wong (Sabah) Sdn Bhd
[Registration No. 197701003650 (34874-P)]



WTW INTERNATIONAL

FLOOR PLAN



WTW INTERNATIONAL

GENERAL VIEW OF BLOCK LC



WTW INTERNATIONAL

GENERAL VIEW OF SUBJECT UNIT



WTW INTERNATIONAL

MAIN ENTRANCE TO SUBJECT UNIT





WTW INTERNATIONAL

INTERNAL VIEWS OF SUBJECT UNIT



WTW INTERNATIONAL

INTERNAL VIEW OF SUBJECT UNIT