

PROCLAMATION OF SALE

IN THE MATTER OF THE DEED OF ASSIGNMENT AND PROPERTY SALE AGREEMENT BOTH DATED THE 21ST DAY OF FEBRUARY 2002

Between

BANK ISLAM MALAYSIA BERHAD (COMPANY NO. 98127-X)

ASSIGNEE/BANK

And

STEPHEN BIN MAJIN (MOHD TAUFIQ BIN ABDULLAH @ STEPHEN) (NRIC NO.: 780101-12-5735)

ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Deed of Assignment and Property Sale Agreement both dated the 21st day of February 2002 entered into between the Assignor/Customer and the said Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

VIA ONLINE BIDDING

THURSDAY, THE 25TH AUGUST, 2022, AT 11.00 AM IN THE MORNING,

AT ARENAAUCTIONEERS.COM

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

NOTE:

- (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
 - (iv) obtain a copy of the Conditions of Sale from the Auctioneer
- (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 auction date, consent (if applicable) from the Developer/Proprietor and/or the relevant authorities is yet to be obtained, however it is the responsibility and liability of successful bidder to obtain the consent/transfer (if applicable) pertaining the auction from Developer/Proprietor and/or the relevant authorities.

PARTICULARS OF TITLE

Parent Title No. & Lot No.	: CL 025360696/Lot No. T2-1
District / State	: Papar / Sabah
Developer's Parcel No.	: Lot No. T2-1, First Floor, Block T, Melinsung Summer Bay Resort Apartments Phase B
Floor Area	: 680 sq. ft (63.17 sq. m)
Category of Land Use	: Not stated
Express Conditions	: Not stated
Restriction In Interest	: Not Stated
Tenure	: Assumed to be 99 years leasehold expiring on 22/10/2099
Developer/Vendor	: EUROTRA SDN BHD (280352-V)
Purchaser	: STEPHEN BIN MAJIN (MOHD TAUFIQ BIN ABDULLAH @ STEPHEN) (780101-12-5735)
Beneficial Owner	: 1)WONG SIEW GUEN @ NIRAH WONG (NRIC No.:560601-71-5454/H0170683) 2)WONG CHEN NAM @ MOHSIN WONG (NRIC No.:550318-12-5273/H0050537)
Encumbrance	: Assigned to Bank Islam Malaysia Berhad (Company No: 98127-X)
Note	: Bumiputera Lot

LOCATION AND DESCRIPTION:

The subject property is a corner apartment unit bearing postal address T2-1 Melinsung Summer Bay Resort, 89600 Papar, Sabah. Accommodation: Living/sleeping area, dining, kitchen, bathroom and balcony.

RESERVE PRICE:

The property will be sold on an "as is where is" basis and subject to a reserve price of **RM78,939.00 (RINGGIT MALAYSIA: SEVENTY EIGHT THOUSAND AND NINE HUNDRED THIRTY NINE ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any. **Online bidders are further subject to the Online Terms & Conditions on arenaauctioneers.com.**

DEPOSIT:

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10% of the reserve price by BANK DRAFT or CASHIER'S ORDER** in favour of Bank Islam Malaysia Berhad **latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY** and the balance of the purchase money to be settled within **ninety (90) days**. **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 Antin Zakaria & Rauf, Solicitors for the Assignee/Bank, at House No. 910, Lorong Burung Kelepuin, Taman Melor, Mile 2.5 Jalan Tuaran, Likas, 88450 Kota Kinabalu, Sabah [Ref No.: AZR/RR/Lit/BIMB(8/21)/52/08] (Tel No.: 088-485380, Fax No.: 088-448467) and email: azrlaw@yahoo.com or the under mentioned 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.
TEL NO. : 03-7845 5890 / 7842 5660, FAKS NO. : 03-7845 5891
EMAIL : aasb@arenaauctioneers.com, WEBSITE : arenaauctioneers.com
REF NO. : AASB1113/BIMB/039/001/22-A04(BK-8)

MARDZIAH BT HJ. MOHD AZLAN
[Licensed Auctioneers]
012-327-5047

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI SURAT IKATAN PENYERAHAN HAK DAN PERJANJIAN JUALAN HARTANAH KEDUA-DUANYA BERTARIKH 21HB FEBRUARI 2002

Antara

BANK ISLAM MALAYSIA BERHAD (COMPANY NO. 98127-X)

Dan

STEPHEN BIN MAJIN (MOHD TAUFIQ BIN ABDULLAH @ STEPHEN) (NO. K/P: 780101-12-5735)

PEMEGANG SERAH HAK/BANK

PIHAK PENYERAH HAK/
PEMINJAM

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Surat Ikatan Penyerahan Hak dan Perjanjian Jualan Hartanah kedua-duanya bertarih 21hb Februari 2002 di antara Pihak Penyerahhak/Pihak Pelanggan dan Pihak Pemegang Serahhak/ Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/ Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA LELONGAN AWAM LELONGAN SECARA ATAS TALIAN PADA 25HB OGOS, 2022 BERSAMAAN HARI KHAMIS, JAM 11.00 PAGI, DI ARENAAUCTIONEERS.COM

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(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)

NOTE:

- (1) Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-
 - (i) memeriksa hartanah tersebut
 - (ii) membuat carian hakmilik induk secara rasmi
 - (iii) membuat pertanyaan dari Pemaju/Pemilik dan/atau pihak berkuasa yang lain
 - (iv) mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong.
- (2) Butir ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh pihak ketiga, kami tidak dapat menentukan ketepatan dan kelengkapannya. Oleh yang demikian, ia tertakluk kepada kesilapan atau tertinggal.
- (3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan masih belum diperolehi, walaupun demikian ia adalah tanggungjawab penawar yang berjaya untuk mendapat kebenaran/pindahmilik (jika perlu) terhadap lelongan tersebut dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan.

BUTIR-BUTIR HAKMILIK

No. Hakmilik Induk/No Lot	: CL 025360696/Lot No. T2-1
Daerah/Negeri	: Papar/Sabah
No. Lot Pemaju	: Lot No. T2-1, First Floor, Block T, Melinsung Summer Bay Resort Apartments Phase B
Keluasan Lantai	: 63.17 m.p (lebih kurang 680 k.p)
Kategori Kegunaan Tanah	: Tidak dinyatakan
Syarat Nyata	: Tidak dinyatakan
Sekatan Kepentingan	: Tidak dinyatakan
Pegangan	: Pajak Kepentingan 99 tahun tamat pada 22/10/2099
Pemaju/ Penjual	: EUROTRA SDN BHD (280352-V)
Pembeli	: STEPHEN BIN MAJIN (MOHD TAUFIQ BIN ABDULLAH @ STEPHEN) (No. K/P:780101-12-5735)
Pemilik Benefisial	: 1)WONG SIEW GUEN @ NIRAH WONG (No. K/P: 560601-71-5454/H0170683) 2)WONG CHEN NAM @ MOHSIN WONG (No. K/P:550318-12-5273/H0050537)
Bebanan	: Diserah hak kepada Bank Islam Malaysia Berhad (No. Syarikat:98127-X)
Nota	: Lot Bumiputera

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah seunit pangsapuri (hujung) beralamat pos T2-1 Melinsung Summer Bay Resort, 89600 Papar, Sabah. Akomodasi: Ruang tamu, ruang tidur, ruang makan, dapur, bilik mandi dan balkoni

HARGA RIZAB:

Hartanah tersebut akan dijual dalam keadaan "seperti mana sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM78,939.00 (RINGGIT MALAYSIA: TUJUH PULUH LAPAN RIBU DAN SEMBILAN RATUS TIGA PULUH SEMBILAN 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 arenauctioneers.com.**

Semua penawar yang ingin membuat tawaran dikehendaki menandatangani kepada Pelelong, sebelum lelongan **10% daripada harga rizab secara BANK DERAH atau PESANAN JURUWANG** atas nama Bank Islam Malaysia Berhad **sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 4 petang** dan baki wang belian hendaklah dijelaskan dalam tempoh **sembilan puluh (90) hari**. **Pembida dalam talian, sila rujuk Terma & Syarat di arenauctioneers.com untuk cara-cara pembayaran deposit.**

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Antin Zakaria & Rauf**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank **House No. 910, Lorong Burung Kelepuin, Taman Melor, Mile 2.5 Jalan Tuaran, Likas, 88450 Kota Kinabalu, Sabah [Ref No.: AZR/RR/Lit/BIMB(8/21)/52/08] (Tel No.: 088-485380, No. Fax: 088-448467) dan email: atau Pelelong yang tersebut di bawah ini:-**

ARENA AUCTIONEERS SDN. BHD. (1092337-X)

ADDRESS : No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.
TEL NO. : 03-7845 5890 / 7842 5660, FAKS NO. : 03-7845 5891
EMAIL : aasb@arenauctioneers.com, WEBSITE : arenauctioneers.com
REF NO. : AASB1113/BIMB/039/001/22-A04(BK-8)

MARDZIAH BT HJ. MOHD AZLAN
[Pelelong Berlesen]
012-327-5047

CONDITIONS OF SALE

1. ASSIGNEE'S POWER OF SALE

This sale is made by **BANK ISLAM MALAYSIA BERHAD** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Deed of Assignment and Property Sale Agreement both dated the 21st day of February 2002** executed by **Stephen Bin Majin (Mohd Taufiq Bin Abdullah @ Stephen) (NRIC NO.: 780101-12-5735)** ("the Assignors/Customers") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, the property sale agreement, the property purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee notwithstanding (if such be the case) that separate document of title or strata title for the property may be issued by the relevant authorities.

2. RESERVE PRICE AND BIDDING AT AUCTION

2.1. The sale is subject to the reserve price ("Reserve Price") of **RM78,939.00 (RINGGIT MALAYSIA: SEVENTY EIGHT THOUSAND AND NINE HUNDRED THIRTY NINE ONLY)**

2.2. No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.

2.3. Subject to the provision of paragraph 6 below the highest bidder for the property ("Property") described in the Proclamation of Sale shall be the purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to any bidding, the property shall at the option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or Auctioneer may decide on the dispute and such decision by the Assignee/Bank or Auctioneer shall be final.

3. BIDDING DEPOSIT

Subject To paragraph 6.1 below, all intending bidders (except the Assignee) shall deposit with the Auctioneer, prior to the auction sale, a bank draft or cashier's order drawn in favour of **BANK ISLAM MALAYSIA BERHAD** latest by 4 PM, at least **ONE (1) WORKING DAY BEFORE THE AUCTION DAY** for a sum ("Bidding Deposit") equivalent to ten per centum (**10%**) of the Reserved Price.

4. AUTHORITY TO ACT/BID

4.1. Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.

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

4.3. **If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra.**

4.4. 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.

5. PROHIBITED TO ACT/BID

5.1. A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.

5.2. 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 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.

5.3. The Auctioneer with the consent of the assignee/bank shall have the absolute discretion and right to reject any bid by any bidder.

6. ASSIGNEE/BANK'S RIGHTS AT SALE

The Assignee/Bank reserves the following rights:-

6.1 Right to bid

To bid without having to deposit with the Auctioneer the requisite ten per centum (**10%**) of the Reserved Price, 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/Customer under the said **Deed of Assignment and Property Sale Agreement both dated the 21st day of February 2002** and all cost and expenses of, in connection with and resulting from the sale;

6.2 Right to withdraw sale

To withdraw, postpone and call off the sale of the property at any time before the fall of the hammer, and

6.3 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

7. WITHDRAWAL OF BID

Any bidder, who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to **10%** of reserve price forfeited as agreed liquidated damages for payment to the Assignee. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date

8. PAYMENT

8.1. Immediately after the fall of the hammer, the successful bidder ("Purchaser") shall sign the Memorandum at the foot of these conditions

8.2. In the event that the Total Purchase Price ("TPP") is higher than the Reserved Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (**10%**) of the PD ("Purchase Deposit") and the Bidding Deposit either in **cash or bank draft/cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD**, as payment of deposit and towards part payment of TPP.

8.3. In the event 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 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, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

8.4. In the event the Purchaser stops payment or countermands on the bank draft of 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 costs and expenses of, in connection with and

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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 binding, correct and conclusive.

- 8.5. The balance of the TPP ("Balance Purchase Price") shall be paid by the Purchaser within **NINETY (90) DAYS** without any extension from the date of the sale by bank draft only drawn in favour of **BANK ISLAM MALAYSIA BERHAD**. The Purchaser shall at his own costs and expenses apply to the relevant State Authority for the consent to transfer not later than 14 days from the date of sale and procure the consent to transfer from the State Authority not later than 3 months from the date of sale, or such other extended period as may be granted by the Assignee/Lender as its absolute discretion from time to time.
- 8.6. In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Assignee may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the Bidding Deposit and the Purchase Deposit paid under clauses 3 and 8.2 above shall be forfeited by the Assignee/Bank and the property may again be put up on 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 binding, correct and conclusive.

9. DEED OF ASSIGNMENT/TRANSFER

Upon full payment of the TPP and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Lender and the Purchaser shall observe the following:-

- 9.1. As soon as practicable after receipt in full by the Assignee/Bank of the balance of the TPP, the Assignee/Bank shall execute or cause to be executed at the Purchaser's costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favour of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer/Landowner and the original purchaser upon terms and conditions stipulated by Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or Purchaser's financier as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in possession of the Assignee/Bank ("the Related Documents"). For this purpose the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. The Purchaser shall be liable to all costs and expenses including but not limited to all legal fees, stamp duties, and registration fees of and incidental to the transfer of the Property in the event of the individual title/strata title has been issued. The Assignee shall not be required to assign the property to any person other than the Purchaser.
- 9.2. If separate documents of title or strata title for the property has been issued whether before, on or after the date of the sale, the Assignee shall not be required to register the charge(s) nor to procure a transfer in Form 14A as prescribed by the National Land Code, 1965 but such transfer from the Developer or Proprietor (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the property.

10. CONDITION OF THE 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.

11. TENANCIES AND RESTRICTIVE COVENANTS

The Property is believed to be taken to be correctly described and is sold subject to all express and implied conditions, restrictions-ininterest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

12. IDENTITY OF THE PROPERTY

- 12.1. The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid documents.
- 12.2. Any error, misstatement, omission or misdescription of the property in the Proclamation of Sale and the documents referred to in paragraph 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.

13. RISK OF PROPERTY

- 13.1. As from the time of the sale, the property shall be at the sole risk of the Purchaser as regards to loss or damaged of whatsoever nature or howsoever occurring including by fire or other accident, state of cultivation, non-occupation or otherwise.
- 13.2. The Purchaser shall be deemed to have inspected and investigated the condition of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto or the removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- 13.3. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils
- 13.4. The Assignee 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 Assignee accepts no liability for any payments, which may be outstanding in respect thereof and the property, is sold subject thereto.

14. QUIT RENTS ETC.

Any arrears of maintenance charges, quit rent and assessments due and payable in respect of the property to any relevant authority or the Developer or Proprietor or relevant third parties up to the date of sale shall be paid out of the purchase money and any such sums due and payable after the date of sale shall be borne by the Purchaser.

- 14.1. The Purchaser shall within three (3) months from the date of auction sale notify the Assignee of any arrears of maintenance charges, quit rent and assessment due to any relevant authority or the developer up to date of the auction sale failing which the Assignee shall not be held liable for any claim (s) thereof. The Assignee, upon receipt of the request for extension in writing from the Purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.
- 14.2. 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 affecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- 14.3. The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the property namely administrative fees, sinking fund, telephone, water, electricity, gas, sewerage charges or any other utilities.

15. CONSENT.

It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to

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the application and/or endorsement of the assignment and/or the transfer of the property by the Developer/Proprietor shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of progress of such applications.

16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

- 16.1. In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of the time period prescribed for completion, then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case: if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within 7 days upon service of the notice terminating the sale; and the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the Deposit or TPP and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.
- 16.2. In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchaser Deposit paid pursuant to Clauses 3 and 8.2 above.

17. 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 the Assignee/Bank to give vacant possession. In the event of circumstances existing, which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim reduction in the price or for damages.

18. TIME OF THE ESSENCE

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

19. TRANSLATIONS

In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and condition herein, the English version shall prevail.

20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the **Principal Sale and Purchase Agreement** entered between the Developer/Landowner 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 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.

22. AMBIGUITY / INCONSISTENCY

In event of ambiguity or inconsistency in the interpretation of these conditions of sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee's and the Assignee's interpretation shall prevail and binding on the Purchaser.

23. GENERAL

The Purchaser is treated as buying with full knowledge of the related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised

24. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- a) The Purchaser is treated as buying with full knowledge of the related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised
- b) The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any setoff, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- c) In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
- d) The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority.
- e) If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- f) All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
- g) The Purchaser hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
- h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

LICENSED AUCTIONEER

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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 E-Bidders 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 E-Bidders 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.





