

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT, DEED OF ASSIGNMENT, AND POWER OF ATTORNEY  
ALL DATED 13<sup>TH</sup> DECEMBER 2016

BETWEEN

MALAYAN BANKING BERHAD [Co.Reg No.196001000142 (3813-K)]

ASSIGNEE / BANK

AND

CHUA YONG KIAT (NRIC: 810329-11-5669)

ASSIGNOR (BORROWER)

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facilities Agreement, Deed Of Assignment all dated 13<sup>th</sup> December 2016 entered into between the Assignee/Bank and the said Assignor / Borrower(s) it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer

**WILL SELL THE PROPERTY DESCRIBED BELOW BY  
PUBLIC AUCTION  
ON TUESDAY 6TH DAY OF AUGUST 2024 AT 10.00 A.M.  
VIA ONLINE BIDDING AT [WWW.AUCTIONEERS-SEJAHTERA.COM](http://WWW.AUCTIONEERS-SEJAHTERA.COM)**

**BIDDER REGISTRATION MUST BE MADE AT LEAST ONE(1) WORKING DAY BEFORE AUCTION DATE AND PROSPECTIVE BIDDERS ARE ADVISED TO LOG IN THE ONLINE BIDDING LINK ([www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)) PROVIDED AND TO BE STANDBY BEFORE THE AUCTION TIME**

NOTE : Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek independent legal advice on all matters in connection with the auction sale including the Conditions of Sale herein (iii) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputra or Malay only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies.

## PARTICULARS OF PROPERTY :-

**Description Of Property** : The subject property is a duplex penthouse unit identified as Developer Parcel No.132,Level No.24,Building No.M1A, Accessory Parcel No.Bay No.68,69,70& 71 (level 1 upper)

**Postal Address of unit** : **Unit No.1-23-01,Blok 1,Zeta Deskye @ Alam Saujana Condominium,No.9,Jalan 1/12D,Off Batu 4 ½ ,Jalan Ipoh,51100 Kuala Lumpur**

**STRATA TITLE NO & LOT NO.** : Geran Mukim 9422/M1A/24/132 & Lot No.80867

**TOWN / DISTRICT/ STATE** : Batu / Kuala Lumpur / Wilayah Persekutuan.

**PROVISIONAL FLOOR AREA** : 1862 square feet ( 173 square metres)

**TENURE** : Freehold

**VENDOR** : Superior Villa Sdn Bhd

**ASSIGNOR** : Chua Yong Kiat

**ENCUMBRANCE** : Assigned to **Malayan Banking Berhad** pursuant to the said Agreements and subject to all easements, leases, tenancies, occupiers, charges , caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover.

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM 697,000.00 (Ringgit Malaysia : Six Hundred Ninety Seven Thousand)** only, subject to the Conditions of Sale and by way of an assignment from the above Assignee/Bank subject to consent being obtained by the successful bidder ("the Purchaser") from the developer/proprietor and relevant authorities,if any,including all terms,conditions,stipulations and covenants which were and may be imposed by the relevant authority.

All intending bidders are required to deposit **10% of the fixed reserve price** by **bank draft or cashier's order** only in favour of **Malayan Banking Berhad** or remit the same through online banking transfer ,one (1) working day before auction date with the under mentioned Auctioneer.Bidders please refer to the term & condition on [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)

The Bank shall pay only the outstanding maintenance charges (including late penalty charges, sinking fund and quit rent and assesment) which is unpaid for up to a maximum of 6 years preceding the successful auction date, and subject always to a maximum amount as follows :

- **50% of the reserve price for Commercial property**
- **100% of the reserve price for Residential property**

The Successful Purchaser shall submit evidence of the relevant payments in respect of maintenance charges,late penalty charges,sinking fund,quit rent and assessment by way of original receipt(s) and/or copy of the original receipt(s) duly certified by issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Bank within ninety (90) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Successful Purchaser. For the avoidance of doubt, in the event such receipt(s) and itemized billing are not submitted, any subsequent claims made there under will not be entertained by the Assignee/Bank.

**Settlement of the balance purchase price : The balance of the purchase price is to be settled within ninety (90) days from the date of auction sale by Bank Draft or Cashier's Order drawn in favour of Malayan Banking Berhad or by way of RENTAS directly into the account of Malayan Banking Berhad**

For further particulars, please contact **M/S J.S.PILLAY & MOHD HAAZIQ** Solicitor for the Assignee/Bank herein whose address at Unit B-1-22,Block B, 8 Avenue,Section 8,Jalan Sg.Jernih,46050 Petaling Jaya,Selangor Darul Ehsan. Tel:03-79497171 Fax:0379601046 (Reference: JSPMH/020-1632/MBB-RAQM/wynn) the under mentioned Auctioneer.

## SEJAHTERA AUCTIONEERS (Co. No. 000955243-K)

No.15-21,Menara Mutiara Sentral,  
No.2,Jalan Desa Aman 1,Cheras Business Centre  
56000 Cheras,Kuala Lumpur  
Tel No.: 03-92816076 / 016-2375027  
Reference: **SEJA/MBB /JULY/2024**  
E-mail: sejahtera4u@gmail.com  
Website: [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)

**ZAINULABUDEEN BIN ABD SALAM**  
(Licensed Auctioneers)

# PENGISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN, SURAT IKATAN PENYERAHHAK  
BERTARIKH 13HB DISEMBER 2016

DI ANTARA

MALAYAN BANKING BERHAD [No.Pendaftaran Syarikat 196001000142 (3813-K)]

PIHAK PEMEGANG SERAHHAK /PIHAK BANK

DAN

CHUA YONG KIAT (NO KP : 810329-11-5669)

PIHAK PENYERAHHAK/PEMINJAM

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak/Pihak Bank di bawah Pejanjian Kemudahan, Surat Ikatan Penyerahhak bertarih 13hb Disember 2016 di antara Pihak Pemegang Serahhak/ Pihak Bank dan Pihak Penyerahhak Peminjam-Peminjam adalah dengan ini disyitiharkan bahawa Pihak Pemegang Serahhak/Pihak Bank dengan dibantu oleh Pelelong yang tersebut di bawah

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

PADA HARI SELASA BERSAMAAN 6HB OGOS 2024 JAM 10.00 PAGI

SECARA PEMBIDAAN DALAM TALIAN DI LAMAN WEB [WWW.AUCTIONEERS-SEJAHTERA.COM](http://WWW.AUCTIONEERS-SEJAHTERA.COM)

PENDAFTARAN PEMBIDA HENDAKLAH DIBUAT SEKURANG-KURANGNYA SATU(1) HARI BEKERJA SEBELUM TARIKH LELONGAN DAN  
PEMBIDA DIKEHENDAKI UNTUK LOG MASUK DI PAUTAN ([www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)) YANG DIBERIKAN DAN BERSEDIA  
SEBELUM MASA LELONGAN DITETAPKAN

NOTA : Penawar yang berminat adalah dinasihatkan agar : (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik individu strata berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-Syarat Jualan (iii) membuat carian Hakmilik Induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa yang berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputra Warganegara Malaysia sahaja atau Melayu sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong. Penawar yang berjaya ("Pembeli") dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan.

BUTIR-BUTIR HARTANAH :-

PERIHAL HARTANAH

: Hartanah tersebut adalah seunit penthouse duplex yang dikenali sebagai No.Petak Pemaju:132,No.Tingkat 24 Bangunan No.M1A,Aksesori Parcel Bay No.68,69,70& 71 (level 1 keatas)

ALAMAT POS UNIT

: **Unit No.1-23-01,Blok 1,Zeta Deskye @ Alam Saujana Kondominium,No.9,Jalan 1/12D,  
Off Batu 4 1/2 ,Jalan Ipoh,51100 Kuala Lumpur**

HAKMILIK STRATA & NO LOT

: Geran Mukim 9422/M1A/24/132 & Lot No.80867

BANDAR / DAERAH / NEGERI

: Batu / Kuala Lumpur / Wilayah Persekutuan.

KELUASAN LANTAI

: 1862 kaki persegi (173 meter persegi)

PEGANGAN

: Kekal

PEMAJU

: Superior Villa Sdn Bhd

PIHAK PENYERAHHAK

: Chua Yong Kiat

BEBANAN

Telah diserahkan kepada **Malayan Banking Berhad** mengikut Perjanjian Perjanjian tersebut dan tertakluk kepada semua easemen, pajakan, sewaan,penghuni, gadaian, kaveat, perjanjian jual-beli yang lama, serahhak yang lama perjanjian rasmi dan juga semua liabiliti.

Hartanah tersebut akan dijual dalam "keadaan sepertiimana sediada", tertakluk kepada satu harga rizab sebanyak **RM 697,000.00 (Ringgit Malaysia : ENAM RATUS SEMBILAN PULUH TUJUH RIBU)** sahaja, akan dijual mengikut Syarat-syarat Jualan dengan cara Penyerahhak dari Pihak Pemegang Serahhak/Pihak Bank tertakluk kepada Penawar yang berjaya ("Pembeli") memperoleh kebenaran pindahmilik Pihak Berkuasa yang berkenaan sekiranya ada,termasuk semua terma, syarat-syarat, stipulasi dan waad dimana mungkin dan akan dikenakan oleh Pihak Berkuasa yang berkenaan Semua Penawar yang ingin membuat tawaran adalah dikehendaki membayar wang Pendahuluan sebanyak **10% dari harga rizab** dalam bentuk **bank draf** atau **kasyier order** sahaja atas nama Malayan Banking Berhad atau melalui pemindahan perbankan atas talian sekurang- kurangnya satu (1) hari berkerja sebelum Tarikh lelongan kepada Pelelong tersebut di bawah. Pembida adalah tertakluk kepa Terma-terma dan syarat-syarat dalam [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) untuk cara cara pembayaran deposit .Pihak Pemegang Serahhak/Pihak Bank akan membayar hanya caj penyelenggaraan (termasuk caj penalti lewat,dana terikat,cukai tanah dan cukai taksiran) tertunggak yang tidak berbayar sehingga tempoh maksima 6 tahun sebelum tarikh lelongan Berjaya, dan tertakluk sentiasa kepada bayaran maksima seperti berikut :

- **50% daripada harga rizab hartanah komersil**
- **100% daripada harga rizab hartanah kediaman**

Pembeli yang berjaya hendaklah mengemukakan bukti bayaran yang berkaitan berkenaan dengan caj penyelenggaraan,caj penalti lewat,dana terikat,cukai tanah dan cukai taksiran dengan cara resit asal dan / atau salinan resit asal yang diperakui dengan sewajarnya oleh penerbit resit dan bil terperinci daripada caj masing-masing kepada Pemegang Serah Hak / Pihak Bank dalam tempoh Sembilan puluh (90) hari dari tarikh lelong.Semua caj tertunggak yang ditanggung selepas tarikh lelongan yang Berjaya akan ditanggung oleh Pembeli yang Berjaya. Bagi mengelakkan keraguan, sekiranya penerimaan itu dan bil terperinci tidak diberikan, apa-apa tuntutan berikutnya yang dibuat di bawahnya tidak akan dilayan oleh Pemegang Serah Hak / Pihak Bank.

Penyelesaian baki harga belian : Baki harga belian hendaklah dibayar dalam tempoh sembilan puluh (90) hari dari tarikh lelongan awam melalui Bank Deraf atau Kasyier Order atas nama Malayan Banking Berhad atau dengan cara RENTAS terus kepada akaun Malayan Banking Berhad

Untuk butir-butir selanjutnya, sila berhubung dengan **TETUAN J.S.PILLAY & MOHD HAAZIQ** Peguamcara bagi Pihak Pemegang Serahhak/Pihak Bank yang beralamat di Unit B-1-22,Block B,8 Avenue,Section 8,Jalan Sg.Jernih,46050 Petaling Jaya,Selangor Darul Ehsan. Tel:03-79601045 Fax:0379601046 (Rujukan: JSPMH/020-1632/MBB-RAQM/wywn) atau Pelelong yang tersebut di bawah.

SEJAHTERA AUCTIONEERS

No.15-21, Menara Mutiara Sentral,  
No.2,Jalan Desa Aman 1,Cheras Business Centre

56000 Cheras.Kuala Lumpur  
Tel No.: 03-92816076 / 016-2375027

Rujukan: **SEJA/MBB/JULAI/2024**

E-mail: [sejahtera4u@gmail.com](mailto:sejahtera4u@gmail.com)

Website: [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)

**ZAINULABUDEEN BIN ABD SALAM**

(Pelelong Berlesen)

## **CONDITIONS OF SALE**

1. This sale by Public Auction is made by **Malayan Banking Berhad** in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the Sale Agreement, Assignment and Power of Attorney and such other documents and executed by "the Assignor/Borrower" as stipulated in the Proclamation of Sale and Contract of Sale in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer the sum as stipulated in the Proclamation of Sale (POS) for the property by bank draft or cashier's order only made in favour of **Malayan Banking Berhad** or remit the same through online banking transfer, one(1) working date before action date. Please refer to the Terms & Condition on [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com)
3. Each bid will be called for 3 times "first calling, second calling, third calling and final calling", Bidder may submit their bid at any of these stages of biddings.
4. When system display 'no more Bids', no further bids will be accepted by the Auctioneers, whether on-site or through the Auctioneer's website
5. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer
6. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee/Bank if it is the Purchaser**) shall pay to the Assignee/Bank, the difference between the deposit pursuant to Clause 2 above and the sum equivalent to **the deposit percentage (as stipulated in the POS) of the successful bid** either in CASHIER'S ORDER or BANK DRAFT in favour of **Malayan Banking Berhad** or remit the same through online banking transfer and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 2 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee/Bank subject to the provisions of Clauses 2, 14 and 19 **Please refer to the Terms & Condition on [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com).**
7. a) The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank or to the Solicitor within **the time frame as stipulated in the POS** from the date of the auction sale ("the Completion Date") by **bank draft or cashier's order** only drawn in favour of **Malayan Banking Berhad**. (b) The Assignee/Bank upon written request from the Purchaser, to be received at least twenty-one (21) days before the Completion Date ("**the said period**"), may at the Assignee/Bank's sole and absolute discretion extend the Completion Date. Without prejudice to and notwithstanding the foregoing, the Assignee/Bank reserves the right to and may at its sole and absolute discretion extend the Completion Date even if the written request is made to and/or received by the Assignee/Bank only after the said period or after the expiration of the Completion Date. For avoidance of doubt, the Assignee/Bank shall have absolute and unfettered right and discretion whether or not to grant to the Purchaser any extension of time. In the event extension of time is refused by the Assignee/Bank, there is no obligation on the Assignee/Bank to provide any reason for its decision whether or not the request was made before or after the said period or before or after the expiration of the Completion Date. (c) In amplification thereto, the Assignee/Bank in extending the Completion Date may impose such further condition(s) as the Assignee/Bank deems fit at the Assignee/Bank's absolute discretion (including and not limited to payment of interest).
8. **The Purchaser shall bear and pay all other charges and/or outgoings not specified in the POS whether in arrears, current or contingent, including and not limited to the charges for water, electricity, gas, sewerage, insurance premiums, sinking funds, quit rent, assessment and interest which might be due to any relevant authorities and/or bodies or the Developer.**
9. The Purchaser shall within the time frame as stipulated in the POS from the date of the auction sale, if prior confirmation and/or consent as the case may be of the Developer and/or the relevant authorities or bodies for the sale and purchase, the assignment and/or the transfer of the Property to the Purchaser is applicable and necessary, apply to and obtain the said confirmation and/or consent as the case may be from the Developer and/or the relevant authorities or bodies. It shall be the sole and absolute responsibility of the Purchaser to apply for, to obtain and to comply with the confirmation and/or consent at the Purchaser's sole costs and expense. The Assignee/Bank shall not in any way be responsible or liable in connection with any of the aforesaid. The Purchaser shall comply with all the terms and conditions that may be imposed by the Developer and/or the relevant authorities or bodies as the case may be in granting and/or in the said confirmation and/or consent to the sale and purchase, the assignment and/or the transfer to the Purchaser within whichever is the shorter of the said time frame as stipulated in the POS from the date of the auction sale or such period as may be specified by the Developer and/or relevant authorities or bodies and shall keep the Assignee/Bank and the Assignee/Bank's solicitors informed at all times of the development in that respect. All fees, charges and expenses in connection with or incidental to the application for, the attainment of and the compliance with the terms and conditions of the said confirmation and/or consent shall be borne by the Purchaser.
10. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorised to sign all the necessary documents including the Memorandum of Sale. All intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid.
11. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and the conduct of the auction sale and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter, add to or in any way amend these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale, the auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale, and the decision of the Auctioneer shall be final and binding in all respects and for all purpose whatsoever.
12. If it is deemed expedient, the Assignee/Bank may but without any obligation to do so, apply to and obtain from the Developer and/or relevant authorities or bodies the outstanding charges payable or the confirmation and/or consent (if applicable and necessary) to the sale and purchase, the assignment and/or the transfer of the Property to the Purchaser. For avoidance of doubt and notwithstanding the foregoing, the responsibility and the onus to apply and obtain from the Developer and/or the relevant authorities or bodies the outstanding charges payable and the confirmation and/or consent (if applicable and necessary) shall rest and remain solely and absolutely with the Purchaser.
13. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within the time frame stipulated in the POS from the date of the auction sale subject to Clause 4 above.
14. In the event the Purchaser fails to pay a deposit as stipulated in the POS of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 2 or Clauses 2 and 3 herein shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a time to be fixed by the Assignee/Bank and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser. A certificate signed by an officer of the Assignee/Bank as to the costs of and in connection with the resulting resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.

15. No bid shall be less than the last previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit as stipulated in the POS shall be forfeited to the Assignee/Bank and the property shall, at the option of the Assignee/Bank, be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date.
16. The Assignee/Bank be and is hereby at liberty to bid for the property at the sale **(without having to pay any deposit whatsoever.)** . In the event the Assignee/Bank becomes the Purchaser, the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said Loan Agreement cum Assignment on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
17. Without prejudice to any of the rights of the Assignee/Bank, the Assignee/Bank shall be entitled at the Assignee/Bank's sole and absolute discretion to forfeit the Deposit paid and to put the Property up for auction sale again in the following circumstances :-
  - (a) In the event that a bankrupt (whether acting in his personal capacity or as agent) or a wound up company successfully bids for the Property;
  - (b) In the event a foreign citizen or company without the prior written consent of the Foreign Investment Committee successfully bids for the Property;
  - (c) In the event that a non-Bumiputra successfully bids for the Property whether being aware or not that the Property is reserved for Bumiputra only, and the non-Bumiputra Purchaser is unable to obtain the consent of the Developer (if required) and/or relevant authorities to the assignment and/or transfer of the Property on or before the completion date as hereinafter defined; or
  - (d) In the event that the Property is a low cost property and the Purchaser is not eligible and does not qualify to purchase the same.
  - (e) In the event the Purchaser becomes bankrupt or dies or wound up (in case of a company) during the period of the time stipulated in the POS or any extended period.
18. In the event the consent from the relevant authorities is granted subject to conditions not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all costs and fees incurred by the Assignee/Bank, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to and hereby expressly and irrevocably waives any claims, demands, rights and/or cause of action whatsoever against the Assignee/Bank, its Solicitor, the Auctioneer or their respective servants or agents.
19. In default of such payment of the balance of the purchase price and interests payable (if any) within the time and in the manner stipulated in Clause 4 above or in the event the Purchaser becomes a bankrupt or dies or wound up (for company) prior to the payment of the balance purchase price and interest payable (if any), the deposit paid pursuant to Clauses 2 and 3 above shall be forfeited by the Assignee/Bank and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser. A certificate signed by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever
20. Upon full payment of the balance purchase price in accordance with Clause 4 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions herein contained:
  - (a) The Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expense (including but not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) an Assignment to be prepared by the Purchaser's solicitors in favour of the Purchaser of all the rights and benefits in the property and under the Principal Sale and Purchase Agreement upon the terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the Assignment, the Assignee/Bank shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original or certified true copy of the Principal Sale and Purchase Agreement and the previous Assignment.
  - (b) If the Property is a housing accommodation under the Housing Development (Control and Licensing) (Amendment) Act 2007, the Purchaser shall forward to the Assignee/Bank's solicitors a letter of undertaking by the Purchaser or the Purchaser's financier in favour of the Developer to deliver to the Developer the duly stamped Assignment within fourteen (14) days after the same has been stamped and the certified true copy of the Developer's official receipt evidencing the Purchaser's payment of the Developer's outgoing charges
21. Upon the signing of the Memorandum (as contained at the end of this document), the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring to the Property before, at or subsequent to the sale of the Property.
22. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
23. The property is sold on an "as is where is" basis subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
24. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
25. (a) The Property is believed to be and shall be taken to be correctly described and is sold on an "as is where is" basis subject to all expressed and implied category of land use, conditions, restriction-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase agreements, previous assignment, covenants, liabilities (including and not limited to liabilities to local authorities incurred but not ascertained and any rates imposed but not demanded), encumbrances and right, (if any), subsisting thereon or thereover whether prior to, during and/or after the auction sale, without any obligation on the Assignee/Bank or the Auctioneer to define the same herein respectively and the Purchaser shall be

- deemed to have full knowledge of the same and to be bound thereby. No error, mis-statement, omission or mis-description of the Property or any matters in connection with the Property howsoever and whensoever arising, shall annul the sale nor shall any compensation be allowed in respect thereof. In furtherance thereto, any payment which may be imposed by the relevant authorities and/or the Developer shall be solely and absolutely borne and paid by the Purchaser.
- (b) If the land or floor area of the Property is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be solely and absolutely borne and paid by the Purchaser.
- (c) If the land or floor area of the Property is found to be less than that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and neither the Assignee/Bank, the Assignee/Bank's solicitors nor the Auctioneer shall in any way be responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property
26. It is the sole and absolute responsibility of and the onus is on all intending bidders to at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the Property and the auction sale of the Property, and to satisfy themselves on the same and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and conditions of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay only and/or is a low cost property, and matters relating to the ownership of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts owing and obligations pertaining to the Property, and the Purchaser's eligibility and qualification to purchase the Property). The Purchaser shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser in respect of any of the aforesaid.
27. In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale :-
- (a) The Assignee/Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
- (b) If there are any restrictions in interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 4 above; and
- (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 4 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required :-
- (i) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum Of Transfer. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and
- (ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Bank's solicitors for the Assignee/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office / registry until and unless the memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Bank's solicitors for the Assignee/Bank's or the Assignee/Bank's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 10 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the memorandum of transfer in favour of the Assignor as transferee and/or the Memorandum Of Transfer in favour of the Purchaser as transferee)
28. Notwithstanding Clauses 17 and 24 above and notwithstanding there being no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed Of Assignment or the Memorandum Of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the Property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property

29. In the event the sale being set aside for any reasons whatsoever whether by the Assignee/Bank or by an Order of Court or consent not being obtained by the Purchaser from the relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee/Bank in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, its Solicitor, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitor and the Auctioneer or their respective servants or agents.
30. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Assignee/Bank or its Agent to give vacant possession.
31. Subject to Clauses 3 and 4 hereof, in the event there is any balance of moneys due to the Developer by the Assignor or the Assignee/Bank under the principal Sale And Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance moneys. In the event that the balance moneys payable is/are outstanding progressive payment(s) due to the Developer in respect of the Property, the Purchaser shall:-
  - (a) In the event that the Purchaser requires a loan to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 10 hereof, cause the Purchaser's financier to issue a letter of undertaking in favour of the Developer to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement and to release the Assignee/Bank from all obligations and liability of payment;
  - (b) In the event that the Purchaser does not require a loan to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 10 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement made in favour of the Developer and to release the Assignee/Bank from all obligations and liability of payment;
  - (c) Any payment due and payable to the Developer after the date of the auction sale, including the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clause 28 (a) and (b) hereof, shall be borne by the Purchaser absolutely; and
  - (d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee in accordance with Clause 28 (a) and (b) hereof, the Assignee/Bank shall be entitled to terminate the sale by notice in writing to the Purchaser whereon the Deposit shall be forfeited by the Assignee/Bank and the Assignee/Bank shall be entitled at the Assignee/Bank's absolute discretion to put the Property up for sale at a date, time and reserve price to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) together with any deficiency in the price obtained in the resale compared to the price obtained in the earlier auction sale shall be a debt due and owing from the Purchaser to the Assignee/Bank and shall be recoverable by the Assignee/Bank 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 (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.
32. The Assignee/Bank makes no representation as to the ownership of furniture, fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Bank accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.
33. All necessary inquiries and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
34. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
35. Unless expressly provided herein, the Assignee/Bank, the Solicitor and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort or in contract, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising before, at or subsequent to the sale of the Property. The Purchaser hereby expressly and irrevocably waives any and all rights, claims and remedies that the Purchaser may have contrary to the foregoing.
36. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee/Bank, the Solicitor and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Assignee/Bank, its Solicitors, the Auctioneer nor any person in their employment have any authority to make or give any representation or warranty whatsoever in relation to the property.
37. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the property is delivered, shall immediately upon such termination, redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser.
38. The Assignee/Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.
39. Time whenever mentioned shall be of essence of this Conditions of Sale.
40. The successful Purchaser is advised to seek independent legal advice and/or appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser shall be deemed to have elected to be unrepresented in this sale.
41. The Conditions of Sale and Deed of Assignment to be executed by the Assignee and the Successful Purchaser and the Memorandum of Transfer by the Developer to the Successful Purchaser are documents evidencing a single transaction. For the purpose of Section 4(3) of the Stamp Act 1949, the Deed of Assignment shall be deemed the principal instrument.

42. Pursuant to Section 18 & 33 of the Stamp Act, 1949 any stamp duty payable shall be borne by the successful Purchaser alone and shall not be paid out of the proceeds of sale. The successful bidder shall also pay the registration fee for the eventual transfer of the said property.
43. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer of the beneficial ownership in the property to the Purchaser.
44. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions in the English Language version shall prevail.
45. The Proclamation of Sale and the terms of this Conditions of Sale shall to be read together and shall collectively constitute part of the Memorandum of Sale.
46. The Assignee reserves its right to vary add delete and/or amend any of the terms and conditions herein at any time and from time to time at its absolute sole discretion.
47. If any term contained herein shall be in whole or in part held to be void, illegal or unenforceable under any rule of law, that term shall be to that extent be deemed not to form part of this Conditions of Sale and the sale shall not be in any way be affected thereby
48. Alternatively, the balance of the purchase price [together with inward RENTAS Service Charges (if any)] and the late payment charges and all other monies payable hereunder (if any) shall be paid in full by the purchaser to the Assignee/Bank or the Assignee/Bank's Solicitors within ninety (90) days from the date of the auction sale by remitting the payment directly to the Assignee/Bank via RENTAS.

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

**Beneficiary**

- \* **Borrower Name**
- \* **Account No**
- \* **Payment Details**

**CONTRACT**

**MEMORANDUM:-** At the sale by Public Auction this **6<sup>th</sup> day of August 2024**, of the property comprised in the foregoing particulars that is to say the rights,title,interest and benefits in relation to the property identified as a service apartment unit identified as Parcel No.132 ,Level 24,Building No.M1A,Accessory Parcel Bay.68,68,70& 71( Level 1 upper) and bearing postal address **Unit No.1-23-01,Block 1,Zeta Deskye @ Alam Saujana Condominium,No.9,Jalan 1/12D, Off Batu 4 ½, Jalan Ipoh,51100 Kuala Lumpur** the Developer/Proprietor as stated in the Proclamation of Sale,the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM** and a sum of **RM** has been paid to the Assignee/Bank by way of deposit and agree to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitor acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

**PURCHASER'S PARTICULARS :-**

**PURCHASE MONEY RM**

**NAME :**

**DEPOSIT MONEY RM**

**NRIC :**

**BALANCE DUE RM**

**ADDRESS :**

**TELEPHONE NO. :**

**SIGNED BY THE ABOVENAMED BUYER**

**NAME :**

) \_\_\_\_\_

**NRIC :**

**SIGNED BY M/S J.S,PILLAY & MOHD HAAZIQ**

**SOLICITORS FOR THE ASSIGNEE/BANK**

**NAME:**

) \_\_\_\_\_

**SIGNED BY M/S SEJAHTERA AUCTIONEERS**

**LICENSED AUCTIONEER**

**ZAINULLABUDEEN BIN ABD SALAM**

) \_\_\_\_\_

# **ONLINE TERMS AND CONDITIONS**

## **1.RECITALS**

- 1.1. The Online Terms and Conditions ("Online Terms & Conditions") shall apply to every electronic public auction sale for the immovable property ("public auction") made by/of **Bankers Name via** ("[www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website").
- 1.2. "[www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website" is a website owned and operated by Sejahtera Auctioneers of No.237-A,Jalan Mahkota ,Taman Maluri 55100 Cheras Kuala Lumpur
- 1.3. The Online Terms & Conditions specified herein shall be read together with the Conditions of Sale as attached to the Proclamation of Sale ("Conditions of Sale").
- 1.4. The public auction shall be conducted by the Auctioneer of Sejahtera Auctioneers ("the Auctioneer") at the office of Sejahtera Auctioneers and/or at any specified auction venue, date and time stated in the Proclamation of Sale.
- 1.5. Intending bidders who are login to [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and interested to participate in the public auction ("Online Bidders") are required to agree and accept the Online Terms & Conditions before proceeding with the registration and Online Bidding and shall be deemed to have read and agreed to the Online Terms & Conditions prior to the registration and Online Bidding.
- 1.6. Online Bidders are solely responsible to visit and/or login to the correct and valid SA's website at [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) and not otherwise. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer, Sejahtera Auctioneer and [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and their respective agents or servants shall not be liable if Bidders intentionally or unintentionally, wrongly or mistakenly visit and/or login to fake, fraudulent and scam website.
- 1.7. The property as stated in the Proclamation of Sale and as shown in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website herein referred to as "the property"
- 1.8. Online Bidders who have registered online, deposited the 10% deposit of the fixed reserve price of the property within the specified time, fulfill other conditions as required herein and the Conditions of Sale and received online verification by Sejahtera Auctioneers or [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website is herein referred to as "registered Online Bidders"
- 1.9. Every public auction may be participated by the registered Online Bidders.
- 1.10. "Online bidding" is a process of bidding in a public auction where registered Online Bidders can bid online from anywhere via a computer, smart phone or any device with internet connection without having to appear in the auction venue.
- 1.11. The Auctioneer may from time to time has the sole discretion to add, modify, or delete any Online Terms & Conditions, and such additions, modifications or deletions are binding upon registered Online Bidders in public auction.
- 1.12. Registered Online Bidders are responsible to ensure that the internet access is in good condition during the process of public auction is being conducted. Unsatisfactory internet access may disrupt bids made by the registered Online Bidders.
- 1.13. [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) Website and Sejahtera Auctioneers 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 occur during the process of auction.
- 1.14. Any decision or instruction made by the Auctioneer shall be final and binding on the registered Online Bidders in the public auction.

## **2. ELIGIBILITY FOR REGISTERED ONLINE BIDDERS**

- 2.1. The minimum age limit for registered Online Bidders is eighteen (18) years and above, of sound mind and not an undischarged bankrupt;
- 2.2. For companies, be incorporated under the laws of Malaysia and not being wound up or in liquidation;
- 2.3. Registered Online Bidders must have full power and authority to bid and to purchase the property and to perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable registered Online Bidders to participate in the public auction and complete the purchase in the event of successful sale.
- 2.4. Registered Online Bidders eligibility requirements are subject to any restrictions and to any legal provisions of existing Federal and State laws. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.

### **3. REQUIREMENTS FOR ONLINE BIDDERS**

- 3.1. Online Bidders may browse through the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and select the properties they wish to bid online.
- 3.2. For Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:
  - 3.2.1 Copy of Identity Card (both sides),
  - 3.2.2 Evidence of deposit payment.
- 3.3. For Agent acting for Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:
  - 3.3.1. Copy of Individual/Joint Online Bidder's Identity Card (both sides),
  - 3.3.2. Copy of Agent's Identity Card (both sides),
  - 3.3.3. Copy of letter of authorization to bid,
  - 3.3.4. Evidence of deposit payment.
- 3.4. For Company, the following documents shall be uploaded upon online registration:
  - 3.4.1. Copy of the representative Online Bidder's Identity Card (both sides),
  - 3.4.2. Copy of letter of authorization to bid under the Company's Letter Head,
  - 3.4.3. Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016);
  - 3.4.4. Certified true copy of the company's Memorandum and Articles of Association (M&A),
  - 3.4.5. Board of Director's Resolution,
  - 3.4.6. Evidence of deposit payment.
- 3.5. Online Bidders who is a Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior written consent of the Foreign Investment Committee and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities which shall be uploaded upon online registration. Failing which, Sejahtera Auctioneers has the sole discretion to reject the registration of Foreign Citizen/Foreign Company/Permanent Resident as registered Online Bidders

### **4. REGISTRATION FOR ONLINE BIDDERS**

- 4.1. Parties interested to register as an Online Bidders must first sign up as a User by login on to [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website
- 4.2. Online Bidders only need to register once and this registration shall be used to all future auctions on the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website.
- 4.3. Online Bidders are responsible to provide true, current and accurate information upon registration as an Online Bidders.
- 4.4. Online Bidders are required to provide valid and correct e-mail address under Online Bidders' name in the website [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) and an e-mail registered in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website ("registered e-mail") by the Online Bidders shall be used by Sejahtera Auctioneers to issue written notification to the Online Bidders pertaining to the public auction.
- 4.5. Online Bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents required including evidence of payment of the 10% deposit of the fixed reserve price onto the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website at least one (1) working day before the auction date.
- 4.6. The registration of an individual or company as an Online Bidders on the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website shall not be construed as approval of eligibility of the Online Bidders to conclude the auction sale.
- 4.7. Online Bidders are solely responsible to identify the property correctly and to ensure that all details, liabilities, encumbrances and description of the property are correct and accurate before online bidding.
- 4.8. It is the sole and absolute responsibility of all Online Bidders at their own costs and expenses, to 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 only or a Malay Reserved property and/or is a low/medium cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property whether has been issued or not and its particulars, if the title of the property has been issued whether the developer is agreeable to a direct transfer of the property in favour of the successful purchaser, the liabilities over the property including the outstanding service or maintenance charges owing to the relevant authorities or the Developer or the management office and other obligations in respect of the Property and the Online Bidders' eligibility and qualification to purchase the Property). Online Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer, Sejahtera Auctioneers and [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Online Bidders in respect of any of the aforesaid.

## **5. 10% (TEN PERCENT) DEPOSIT PAYMENT OF THE FIXED RESERVE PRICE**

5.1 Online Bidders must make deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale, i.e. 10% (ten percent) deposit of the reserve price.

5.2 Payment of the 10% (ten percent) deposit ("10% deposit") must be made via online bank transfer and/or by Bank Draft/Cashier's Order at least one (1) working day before the auction date with the following details:-

- a) Account's Name : Sejahtera Auctioneers
- b) Name of bank : MALAYAN BANKING BERHAD
- c) Bank's account No : 562339409719
- d) Description : BIDDER DEPOSIT

5.3 Online Bidders shall solely be responsible to keep the evidence payment of the 10% deposit paid to claim for the refund in the event of withdrawal bidding or unsuccessful bid.

## **6. VERIFICATION OF THE REGISTRATION OF ONLINE BIDDERS**

6.1. Registration of Online Bidders shall be subjected to verification and approval by Sejahtera Auctioneers and subject further to the 10% deposit payment by Bank Draft/Cashier's Order being verified by Sejahtera Auctioneers and/or the 10% deposit payment via online bank transfer being cleared by the Bank. Approval from Sejahtera Auctioneers 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 Auctioneer. Sejahtera Auctioneers, the Auctioneer, [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website, its agents and/or representatives shall not be held liable in the event the registration of the Online Bidders is rejected and/or delayed for any reason whatsoever. In the event the registration is rejected, the 10% deposit paid by Bank Draft/Cashier's Order shall be returned to the Online Bidders and/or the 10% deposit payment via online bank transfer (if cleared by the Bank) shall be refunded by Sejahtera Auctioneers to the same bank account from which the deposit was made within two (2) working days.

6.2. Upon approval and verification by Sejahtera Auctioneer and subject to the 10% deposit payment by Bank Draft/Cashier's Order received by Sejahtera Auctioneers and/or the 10% deposit payment via online bank transfer being cleared by the Bank, the Online Bidders who successfully registered as registered Online Bidders will receive a secured hyperlink via "registered e-mail" which allows the registered Online Bidders to bid online for the property on the auction date.

6.3. Registered Online Bidders agrees to comply with all the security precautions related to the usage and protection of the secured hyperlink or generally in respect of the use of this service.

6.4. Registered Online Bidders is fully responsible to the privacy and confidentiality of the usage of the secured hyperlink and not to reveal the secured hyperlink to anyone at any time and in the event the secured hyperlink is disclosed to any other person at any time and under any circumstances, whether intentionally or unintentionally, the registered Online Bidders shall immediately without delay notify Sejahtera Auctioneers

## **7. WITHDRAWAL BEFORE BIDDING**

7.1. Registered Online Bidders who have paid the 10% deposit, may withdraw from the public auction by e-mailing the withdrawal request and enclosing evidence payment of 10% deposit to Sejahtera Auctioneers latest by 5.00 pm, at least one (1) working day before the auction date.

7.2. The 10% deposit paid by Bank Draft/Cashier's Order shall be returned to the Online Bidders and/or the 10% deposit payment via online bank transfer (if cleared by the Bank) shall be refunded to the same bank account from which the deposit transfer was made within two (2) working days.

## **8. BIDDING RATE**

- 8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered Online Bidders and value of the property auctioned.
- 8.2. In the event there is only one Registered Online Bidders during the auction, the public auction will begin at the property reserve price while if there are more than one Registered Online Bidders, the public auction will begin at the increment rate which to be determined.

## **9. ONLINE BIDDING PROCEDURES**

- 9.1. Any bid once entered by the registered Online Bidders shall be binding upon the registered Online Bidders and the bid shall not be withdrawn or retracted in any manner whatsoever.
- 9.2. In the event, there is only one (1) or more than one (1) registered Online Bidders and no bid is entered by the said registered Online Bidders, the public auction in respect of that particular property shall be aborted.
- 9.3. Online Bidding shall generally commence based on the sequence of the lot of the property being shown on the bidding page in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website. However, the Auctioneer has the right to vary the sequence of the lot of the property without having to give prior notice to registered Online Bidders.
- 9.4. It shall be the responsibility of all registered Online Bidders to login through the Sejahtera Auctioneers website at least 15 (fifteen) minutes before the auction time on the date of auction and to wait for their turn to bid online for the property lot in which they have registered.
- 9.5. The public auction shall commence after the countdown of 5,4,3,2,1 and when a flash message stating "Auction Started. Enter your bid now" is displayed.
- 9.6. Registered Online Bidders shall start bidding online by pressing the "BID button" (for the 1st bid) and the bidding amount stated button for the subsequent bids. Each bid will be called for three (3) times "First Calling", "Second Calling" and "Last Calling". Registered Online Bidders are advised to make their bids early before the calling and not to wait until the "Last Calling".
- 9.7. The information shown in the bidding page of the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website of the new reserve price or increment rate prior to the commencement of the public auction shall be binding on all registered Online Bidders
- 9.8. When the bidding website page displays "No more Bids", no further bids shall be accepted by the Auctioneer and the registered Online Bidders with the highest bid shall be declared as the successful Purchaser ("successful Purchaser") upon the fall of the hammer.
- 9.9. The successful and unsuccessful registered Online Bidders shall be notified via registered e-mail by Sejahtera Auctioneers.
- 9.10. Unsuccessful registered Online Bidders via online bank transfer shall have the 10% deposit refunded to the same bank account from which the deposit transfer was made within two (2) working days. For unsuccessful registered Online Bidders via Bank Draft/Cashier's Order may collect their deposit from Sejahtera Auctioneers after the auction date.
- 9.11. In the event of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale after the fall of the hammer, the Auctioneer may at his own option forthwith determine the dispute or put up the property for sale again or put the property at the last undisputed bid and/or in the event the public auction is deferred due to technical reasons, clarification, disruption or unforeseen circumstances, the Auctioneer may at his discretion decide to pause, restart, postpone and/or withdraw the property from the public auction and the registered Online Bidders will be notified of this on the bidding page of the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website.
- 9.12. The Assignee/Bank shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever and the registered Online Bidders will be notified on the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website.
- 9.13. The information shown in the bidding page of the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website on the declaration of the successful Purchaser shall be binding on all registered Online Bidders.
- 9.14. The decision of the Auctioneer shall be final and conclusive.

## **10. POST PUBLIC AUCTION**

- 10.1. The registered Online Bidders who is a Successful Purchaser in the auction sale ("successful online bidder") shall undertake to sign the Memorandum of Contract and to pay the differential sum (if any) between the sum equivalent to 10% of the purchase price and the 10% deposit paid under Clause 5.1 above at the office of Sejahtera Auctioneer within three (3) working days from the date of auction, failing which the 10% deposit paid shall be forfeited to the Assignee/Bank and the auction sale shall be deemed cancelled/terminated and the property may be put up for sale again without further notice to the successful online bidder.

- 10.2. The successful online bidder who is unable to sign the Memorandum of Contract at the office of Sejahtera Auctioneers may do so by authorizing his/her/their agent to execute the same on his/her/their behalf by furnishing the following documents to Sejahtera Auctioneers.
- 10.2.1 A copy of the agent's Identity Card (both sides);
- 10.2.2 A copy of successful online bidder's Identity Card; and
- 10.2.3 A copy of the Letter of Authorization (if individual) or certified true copy of the Board of Director's Resolution (if company) authorizing such person to do so.
- 10.3. In the event if there is inconsistency between the personal details and documents uploaded in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and the actual documents produced by the successful online bidder/authorized agent at the office of Sejahtera Auctioneers, the Auctioneer shall have the right to refuse the successful online bidder/authorized agent from signing the Memorandum of Contract and the Auctioneer may at the Auctioneer's discretion cancel and terminate the sale and the 10% deposit paid shall be forfeited by the Assignee/Bank and the property may be put up for sale again.
- 10.4. The Memorandum of Contract, upon being signed by the successful online bidder /authorized agent, the Auctioneer and Assignee/Bank's Solicitor, shall be a conclusive evidence for the sale of the property to the successful online bidder.
- 10.5. An original Memorandum of Contract duly signed and stamped shall be collected by successful online bidder/authorized agent at the office of Sejahtera Auctioneers within seven (7) days from the notification issued by Sejahtera Auctioneers through a letter/e-mail /sms/whatsapp. Failing which, an original Memorandum of Contract duly signed and stamped shall be delivered to the successful online bidder by Sejahtera Auctioneers to the address of the successful online bidder provided in the Memorandum of Contract and/or address provided during registration and Sejahtera Auctioneers shall not in any way be responsible or liable for any cost and expenses or loss arising thereof.
- 10.6. The successful online bidder shall settle the balance purchase price within ninety (90) days from the date of auction sale.

## **11. APPLICABLE LAWS AND JURISDICTION**

- 11.1. The usage of [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.
- 11.2. 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.

## **12. CONFIDENTIALITY OF INFORMATION**

- 12.1. By accessing this [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website, all the Online Bidders acknowledge and agree that Sejahtera Auctioneers and [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website may collect, retain, or disclose the Online Bidder's information or any information by the Online 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.
- 12.2. All Online Bidders agree to accept all relevant risks when using the services in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website and the Assignee/Bank, the Assignee/Bank's Solicitors and Sejahtera Auctioneers or their respective servants or agents shall not be liable for any unauthorized access, claim or any consequential loss or damages suffered as a result thereof.

## **13. INTELLECTUAL PROPERTY**

- 13.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures or any visual being displayed in the [www.auctioneers-sejahtera.com](http://www.auctioneers-sejahtera.com) website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from Sejahtera Auctioneers.
- 13.2. In the event of any infringement of intellectual property rights under the Online Terms & Conditions herein, Sejahtera Auctioneers may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive reliefs.

## **14. MISCELLANEOUS**

- 14.1. In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms & Conditions to any other language (if any), the Online Terms & Conditions in the English Language version