

PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT AND DEED OF ASSIGNMENT (BY WAY OF SECURITY)
BOTH DATED 12TH SEPTEMBER 2017

BETWEEN

SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD (49572-H).....ASSIGNEE/BANK
AND

THO MEM GROUP SDN BHD (COMPANY NO: 1083715-M).....ASSIGNOR/BORROWER

In exercise of the rights and power conferred upon the Assignee/ Bank under the Facility Agreement and Deed of Assignment (By Way of Security) both dated 12th September 2017, entered into between the Assignee/Bank and the said Assignor/Borrower 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, THE 18TH DAY OF APRIL 2023 AT 3.00 P.M.

AT RAJAN AUCTIONEERS SDN BHD, NO.36A, 1ST FLOOR, JALAN DATO HAMZAH,
41000 KLANG, SELANGOR DARUL EHSAN.

& Alternatively, prospective bidders may submit bids for the property online via www.rajanauctioneers.com

(For online bidding, please register at least one (1) working day before auction day for verification purposes)

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 SUBJECT PROPERTY :-

Description Of Property (as per Original SPA)	:	The subject property is a 2nd floor semi-detached shop/office unit situated on the 2nd floor of a 5-storey building identified as Developer's Parcel No.A-02-03, Level No.3, Block No.A in commercial development known as Tamarind Square
POSTAL ADDRESS OF UNIT	:	Unit No. A-03-02, Tamarind Square, Persiaran Multimedia, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan.
MASTER TITLE / LOT NO	:	GRN 341476, Lot No.119166 (formerly held under HSD 34476, Lot No.PT 48541)
TOWN/DISTRICT/STATE	:	Cyberjaya / Sepang / Selangor Darul Ehsan
PROVISIONAL FLOOR AREA	:	Approximately 204.11 square metres (2,197.00 square feet)
TENURE	:	Freehold
EXPRESS CONDITION	:	"Bangunan Perniagaan"
RESTRICTION IN INTEREST	:	"Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri."
DEVELOPER/VENDOR	:	Tujuan Gemilang Sdn Bhd (659474-X)
ASSIGNOR	:	Tho Mem Group Sdn Bhd
ENCUMBRANCE	:	Assigned to Small Medium Enterprise Development Bank Malaysia 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 1,400,000.00 (RINGGIT MALAYSIA ONE MILLION AND FOUR HUNDRED 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** in favour of **Small Medium Enterprise Development Bank Malaysia Berhad** or remit the same through online banking transfer, **one (1) working day before auction date** with undermentioned Auctioneer. Bidders please refer to the Terms & Conditions on www.rajanauctioneers.com on the manner of payment of the deposit.

The Bank shall pay only the outstanding maintenance charges (including late penalty charges, sinking fund, quit rent and assessment) 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/Lender 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 thereunder will not be entertained by the Assignee/Lender.

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 **Small Medium Enterprise Development Bank Malaysia Berhad**.

For further particulars, please contact **MESSRS AZAM, BABA & AQMAR**, Solicitors for the Assignee/Bank herein whose address is at 3-1, Jalan 10/23A, Medan Makmur, Off Jalan Usahawan, Setapak, 53200 Kuala Lumpur. Tel: 03-41439872 / 41434566 / Fax: 03-41434291 [Ref: **ABA/L/2890/PROP/SME/CMTF/AH-bb**] or the under mentioned auctioneer.

RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)
No.36A, Tingkat Satu, Jalan Dato Hamzah
41000 Klang , Selangor Darul Ehsan
Tel : 03-33749312 / Fax: 03-33737680
Our Ref: RA/SME/ABA/KL/2301-23(fz)

G. RAJAN
(Licensed Auctioneer)
H/P : 013-3040060
H/P : 012-2738109

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN DAN SURAT IKATAN PENYERAHAN HAK (MELALUI SEKURITI) KEDUA-DUANYA BERTARIKH 12HB SEPTEMBER 2017

DI ANTARA

SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD

(49572-H).....PIHAK PEMEGANG SERAHHAK/PIHAK BANK
DAN

THO MEM GROUP SDN BHD (COMPANY NO: 1083715-M).....PIHAK PENYERAHHAK/PIHAK YANG MEMINJAM

Dalam menjalankan Kuasa dan Hak yang diberikan kepada Pihak Pemegang Serahhak/PIHAK Bank di bawah Perjanjian Kemudahan dan Surat Ikatan Penyerahan Hak (Melalui Sekuriti) kedua-duanya bertarikh 12hb September 2017, diantara Pihak Pemegang Serahhak/PIHAK Bank dan Pihak Penyerahhak/PIHAK Yang Meminjam, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/PIHAK Bank dengan dibantu oleh Pelelong yang tersebut di bawah.

AKAN MENJUAL HARTANAH YANG DIPERIHALKAN DI BAWAH MELALUI

LELONGAN AWAM

**PADA HARI SELASA, 18HB APRIL 2023 PADA JAM 3.00 PETANG,
DI RAJAN AUCTIONEERS SDN BHD, NO.36A, TINGKAT SATU, JALAN DATO HAMZAH,
41000 KLANG, SELANGOR DARUL EHSAN.**

& Bakal pembida juga boleh membuat bidaan melalui atas talian (online) di www.rajanauctioneers.com

(Untuk bidaan melalui atas talian (online), sila buat pendaftaran sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan untuk tujuan pengesahan.)

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 Bumiputera 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 :
(seperti dalam Perjanjian Jual Beli asal)

ALAMAT POSTAL HARTANAH :

HAKMILIK INDUK / LOT NO. :

BANDAR/ DAERAH/NEGERI :

KELUASAN LANTAI :

PEGANGAN :

SYARAT NYATA :

SEKATAN KEPENTINGAN :

PEMAJU/PENJUAL :

PIHAK PENYERAH HAK :

BEBANAN :

Hartanah ini adalah sebuah unit kedai/pejabat semi-D tingkat 2 terletak di tingkat 2 pada bangunan 5-tingkat dikenali sebagai Petak Pemaju No.A-02-03, Aras No.3, Blok No. A di dalam pembangunan komersial dikenali sebagai Tamarind Square
Unit No. A-03-02, Tamarind Square, Persiaran Multimedia, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan.

GRN 341476, Lot No.119166 (dahulunya di bawah HSD 34476, Lot No.PT 48541)

Cyberjaya / Sepang / Selangor Darul Ehsan

Anggaran 204.11 meter persegi (2,197.00 kaki persegi)

Selama-lamanya

"Bangunan Perniagaan"

"Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri."

Tujuan Gemilang Sdn Bhd (659474-X)

Tho Mem Group Sdn Bhd

Telah diserahkan kepada **Small Medium Enterprise Development Bank Malaysia 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 1,400,000.00 (RINGGIT MALAYSIA SATU JUTA EMPAT RATUS 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 daripada Pihak Pemaju/Tuanpunya dan Pihak Berkuasa yang berkenaan, sekiranya ada, termasuk semua terma, syarat-syarat, stipulasi dan waad di mana 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** atas nama **Small Medium Enterprise Development Bank Malaysia Berhad** atau melalui pemindahan perbankan atas talian sekurang-kurangnya **satu (1) hari bekerja sebelum tarikh lelongan** kepada Pelelong tersebut di bawah. Pembida adalah tertakluk kepada Terma-terma dan Syarat-syarat di www.rajanauctioneers.com untuk cara-cara pembayaran deposit.

Pihak Bank hanya membayar caj penyelenggaraan tertunggak (termasuk caj lewat penalti, dana terikat, cukai tanah dan cukai taksiran) yang tidak dibayar sehingga tempoh maksimum 6 tahun sebelum tarikh lelongan berjaya, dan tertakluk kepada jumlah maksimum seperti berikut:-

- 50% daripada harga rizab untuk hartanah komersial
- 100% daripada harga rizab untuk hartanah kediaman

Pembeli yang berjaya hendaklah mengemukakan bukti bayaran yang berkaitan berkenaan dengan caj penyelenggaraan, caj lewat penalti, dana terikat, cukai tanah dan cukai taksiran dengan cara resit asal dan/atau salinan resit asal yang diperakui dengan sewajarnya oleh penerbit resit dan caj bil terperinci masing-masing kepada Pemegang Serah Hak/Pemberi Pinjaman bersama-sama dengan pembayaran Baki Harga Belian. 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/Pemberi Pinjaman.

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 **Small Medium Enterprise Development Bank Malaysia Berhad**.

Untuk maklumat lanjut, sila berhubung dengan **TETUAN AZAM, BABA & AQMAR**, peguamcara bagi pihak pemegang serah hak yang beralamat di 3-1, Jalan 10/23A, Medan Makmur, Off Jalan Usahawan, Setapak, 53200 Kuala Lumpur. Tel: 03-41439872 / 41434566 / Fax: 03-41434291 [Ruj: **ABA/L/2890/PROP/SME/CMTF/AH-bb**] atau pelelong yang tersebut dibawah.

RAJAN AUCTIONEERS SDN. BHD. (No.Syarikat 889884-H)
No.36A, Tingkat Satu, Jalan Dato Hamzah,
41000 Klang, Selangor Darul Ehsan
Tel: 03-33749312 / Fax : 03-33737680
Ruj Kami: RA/SME/ABA/KL/2301-23(fz)

G. RAJAN
(Pelelong Berlesen)
H/P: 013-3040060
H/P: 012-2738109

CONDITIONS OF SALE

This sale by Public Auction is made by **Small Medium Enterprise Development Bank Malaysia Berhad** in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to **Facility Agreement and Deed of Assignment (By Way of Security) both dated 12th September 2017** and such other documents and executed by **The Mem Group Sdn Bhd** ("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.

1. 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 **Small Medium Enterprise Development Bank Malaysia Berhad** or remit the same through online banking transfer, one (1) working day before auction date. Please refer to the Terms and Conditions on the **www.rajanauctioneers.com** on the manner of payment of the deposit.
2. Each bid will be called for 3 times, "First Calling", "Second Calling", "Third Calling". Registered bidders may submit their bid at any of these stages of biddings by entering the bid amount.
3. When system displays "Final Call", no further bids will be accepted by the Auctioneer.
4. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
5. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee/Bank if it is the Purchaser**) shall pay within three (3) workings days 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 **BANK DRAFT or CASHIER'S ORDER** in favour of **Small Medium Enterprise Development Bank Malaysia 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 and Conditions on the www.rajanauctioneers.com on the manner of payment of the deposit.**
6. (a) The balance of the purchase price shall be paid in full by the Purchaser to the Bank or to the Solicitors 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 **Small Medium Enterprise Development Bank Malaysia Berhad**. (b) **The period of 90 days will not be extended by the Assignee unless the purchaser shall have, prior to the expiry of the said period, issued a written request to the Bank applying for an extension of time and the Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment charges/compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the purchaser.** (c) In amplification thereto, the Bank in extending the Completion Date may impose such further condition(s) as the Bank deems fit at the Bank's absolute discretion (including and not limited to payment of interest).
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within **the time frame stipulated in the POS** from the date of the auction sale subject to Clause 7 above. **For online bidders please refer to the Terms and Conditions on www.rajanauctioneers.com for the manner of the payment of the same.**

13. 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 6 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 7 above or in the event the Purchaser becomes a bankrupt or dies or wound up (for company) prior to the payment of the balance purchase price and interest payable (if any), the deposit paid pursuant to Clauses 2 and 6 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
19. Upon full payment of the balance purchase price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions herein contained:
 - (a) The 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
20. 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.
21. 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.
22. 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.

23. 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.
24. (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
25. 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.
26. 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 7 above; and
- (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the sale and purchase and/or the transfer of the Property from the 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 13 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale. The 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)

27. Notwithstanding Clauses 20 and 27 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
28. 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.
29. 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.
30. Subject to Clauses 6 and 7 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 13 hereof, cause the Purchaser's financier to issue a letter of undertaking in favour of the Developer to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement and to release the 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 13 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement made in favour of the Developer and to release the 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 31 (a) and (b) hereof, shall be borne by the Purchaser absolutely; and
 - (d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee in accordance with Clause 31 (a) and (b) hereof, the 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.

36. 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.
37. 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.
38. Time whenever mentioned shall be of essence of this Conditions of Sale.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. **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.**
46. 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.
47. **The balance of the purchase price shall be paid in full by the purchaser to the Bank or the Bank's Solicitors within ninety (90) days from the date of the auction sale by Bank Draft or Cashier's Order drawn in favour of Small Medium Enterprise Development Bank Malaysia Berhad.**
48. For online bidders, the Terms and Conditions stated in **www.rajanauctioneers.com** shall also apply.

CONTRACT

MEMORANDUM:- At the sale by Public Auction this **18th day of April 2023**, 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 **Developer's Parcel No.A-02-03, Level No.3, Block No.A in commercial development known as Tamarind Square** and bearing postal at **Unit No. A-03-02, Tamarind Square, Persiaran Multimedia, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan** developed by 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 Bank by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said Purchaser and the Solicitor acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

PURCHASER'S PARTICULARS:-

NAME:

NRIC NO:

ADDRESS:

TELEPHONE NO:

RA

PURCHASE MONEY : RM

TAX (IF APPLICABLE) : RM

DEPOSIT MONEY : RM

BALANCE DUE : RM

SIGNED BY THE ABOVENAMED PURCHASER(S)

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**SIGNED BY MESSRS AZAM, BABA & AQMAR
SOLICITORS FOR THE BANK**

NAME: _____

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)-----

**SIGNED BY MESSRS RAJAN AUCTIONEERS SDN. BHD.
LICENSED AUCTIONEER
G.RAJAN**

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)
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Online Terms and Conditions

1. Recitals

- 1.1. The Online Terms and Conditions shall apply to every e-auction sale for immovable property on www.rajanauctioneers.com
- 1.2. "www.rajanauctioneers.com" is a website under the ownership of Rajan Auctioneers Sdn Bhd (Registration No.: 889884-H)("the Auctioneer") whose address is at: No.36A, 1st Floor, Jalan Dato Hamzah, 41000 Klang, Selangor.
- 1.3. The terms and condition shall prevail along with the terms and conditions stipulated in attached Proclamation of Sales and Conditions of Sales.
- 1.4. The particulars and schedule of public auction by the Auctioneer such as venue, time and date will be announced in the Proclamation of Sales.
- 1.5. E-Bidder who are interested to participate in the auction are required to accept and agree with the Online Terms and Conditions before proceeding with registration
- 1.6. E-Bidders are solely responsible to login to the correct and valid Auctioneer's website at <http://www.rajanauctioneers.com> and not otherwise. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer and their website and their respective agents or servants shall not be liable if E-Bidder intentionally or unintentionally, wrongly or mistakenly login to fake, fraudulent and scam website.
- 1.7. E-Bidders, who have deposited the 10% deposit of the reserve price of the subject property, they intended to bid for ("the property") shall fulfil other conditions as per the Conditions of Sales and will receive notification from the Auctioneer as "Registered E-Bidders".
- 1.8. Registered E-Bidders are entitled to participate in every public auction
- 1.9. The Auctioneers shall have the sole discretion to update and amend the Online Terms and Conditions from time to time.
- 1.10. E-Bidders are solely responsible to ensure that the internet connection is stable at the commencement of and for the entire proceedings.
- 1.11. The Auctioneer will not bear any responsibility for any disruption, delays, failures, errors, omissions, or loss of transmitted information due to poor internet connection during the auction.
- 1.12. Decisions made by the Auctioneer shall be final and no reversal in decision can made.

2. Eligibility of Registered E-Bidders.

- 2.1. E-Bidders who register as a user to participate in every public auction on Rajan Auctioneers website shall:
 - 2.1.1. Be of 18 years and above, sound mind and not an undischarged bankrupt;
 - 2.1.2. For a company, be incorporated under the laws of Malaysia and must not be in liquidation;
 - 2.1.3. 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.
- 2.2. E-Bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian bidders or companies are also advised to take note of restrictions applicable on foreign purchase policy imposed by relevant authorities.

3. Requirements for E-Bidders

- 3.1. For Individual/ Joint E-Bidders, the following documents shall be uploaded during online registration;
 - 3.1.1. Copy of Identification Documents (both sides)
 - 3.1.2. Evidence of deposit payment
- 3.2. For Agent acting for Individual/ Joint Online Bidders, the following documents shall be uploaded during online registration;
 - 3.2.1. Copy of Identification Documents (both sides) of Individual/ Joint Online Bidder
 - 3.2.2. Copy of Identification Documents (both sides) of Agent
 - 3.2.3. Copy of letter of authorization to bid
 - 3.2.4. Evidence of deposit payment
- 3.3. For Company, the following documents shall be uploaded during online registration:
 - 3.3.1. Copy of Identification Documents (both sides) of the representative.
 - 3.3.2. Copy of letter of authorization to bid under the Company's Letter Head
 - 3.3.3. Form 24; Form 44; Form 49 (or their equivalent forms under the Companies Act 2016)
 - 3.3.4. Certified true copy of the company's Memorandum and Articles of Association (M&A)
 - 3.3.5. Board of Director's Resolution
 - 3.3.6. Evidence of deposit payment
- 3.4. E-Bidders who are a Foreign Citizen, Foreign Company or Permanent Resident are only allowed to bid for the property with the prior written consent of the Foreign Investment Committee and/or Economic Planning Unit of the Prime Minister Department and/or relevant authorities which shall be uploaded during online registration failing which, the Auctioneer has the sole discretion to reject their registration as registered E-Bidders.

4. Registration for E-Bidders

- 4.1. Parties who are interested to participate in public auction as ("E-Bidders") may do so by logging on to the Auctioneer's website and register as a user.
- 4.2. E-Bidders shall provide true, current and accurate information to register as a user.
- 4.3. 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 in the Auctioneer's website latest by 12.00 noon, at least one (1) working day before the auction date.
- 4.4. Registered E-Bidders will be provided with the user ID and password. This user ID and password can be used for a session only.
- 4.5. E-Bidders may browse through the Auctioneer's website and select the properties they wish to bid.
- 4.6. 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.
- 4.7. The terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the Auctioneer's website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 4.8. It is the sole and absolute responsibility of all intending E-bidders at their own costs and expense, seek and obtain information about the property 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 Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the property, the status of the separate document of title to the property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the property and the E-Bidders'

eligibility and qualification to purchase the property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer's website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

5. 10% Deposit Payment of The Fixed Reserve Price

5.1. 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.

5.2. Payment of the deposit must be made via local bank transfer to in MALAYAN BANK BERHAD favour of Rajan Auctioneers Bidders Account (BIDDER DEPOSIT). Transaction must be done with in one (1) working day before auction date with the following details; a) **Account's Name : RAJAN AUCTIONEERS SDN BHD** b) **Name of Bank : CIMB BANK BERHAD** c) **Account Number : 8001858341** d) **Description : BIDDER DEPOSIT**

5.3. Evidence of the transfer must be uploaded and submitted at the time of registration.

5.4. E-Bidders residing outside Malaysia/ ("Foreign 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 to as per mentioned in Proclamation of Sale in favour of the Auctioneer in accordance with 5.2 herein above and evidence of payment must be uploaded and submitted at rajanauctioneers@gmail.com or WhatsApp at 013-3040041 within (4) working days before auction date.

6. Verification of the Registration of E-Bidders

6.1. Registration shall subject to verification and approval of the Auctioneer's website and subject further to bank's clearance of deposit payment. Please take note that approval from the Auctioneer's administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the Auctioneer. Neither the Auctioneer nor its website nor its agents and/or representative 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.

6.2. Upon approval and verification by the Auctioneer's website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via WhatsApp to the registered mobile number or email which allows the registered E-Bidders to bid for their intended property on the auction day.

6.3. Registered E-Bidders hold the utmost responsibility in the privacy and confidentiality of the given user ID and password. In the event of given user ID and password disclosed to any other person at any time intentionally or unintentionally, the registered E-bidders must notify immediately to the Auctioneer.

7. Withdrawal Before Bidding

7.1. Registered E-Bidders, who have completed the 10% deposit payment, are entitled to withdraw from the auction at least one (1) working day before the auction date by 5.00 pm.

7.2. The 10% deposit will be refunded back to the E-Bidders within three (3) working days via online banking.

8. Bidding Amount

8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered E-Bidders and value of the property auctioned.

8.2. In the event there is only one Registered E-Bidders during the auction, the public auction will begin at the property's reserve price while if there are more than one Registered E-Bidders, the public auction will begin at the increment rate which to be determined.

9. Bidding Procedures

9.1. For property with only single bidder, the property will be sold at the reserve price. The single bidder is required to click on the "Accept" button.

9.2. For property with multiple bidders, the bidding amount will be determined by the auctioneer with a new starting price.

9.3. E-bidding shall commence based on the sequence of the property lot displayed in the bidding page (Property with Auction Date)

9.4. E-Bidders shall login to the website fifteen (15) minutes before the auction commences and wait for their turn to bid for the property which they have registered.

9.5. The auction shall commence with countdown of 6,5,4,3,2,1 followed by a flash message which states "Bidding Starts".

9.6. Registered E-Bidders can bid by clicking on the bidding amount button in the website with increments of RM 1000, RM 2000, RM 3000, RM 5000 and RM 10000. Every bid will be announced by "Calling 1", "Calling 2" and "Calling 3". Upon the fall of hammer after "Calling 3", the bidding ends.

9.7. Successful and unsuccessful E-Bidders will be notified via email.

9.8. 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 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 E-Bidders will be notified of this on the bidding page of the Auctioneer's website.

9.9. 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 E-Bidders will be notified on the Auctioneer's website.

9.10. The decision of the Auctioneers shall be final and conclusive.

10. Post Public Auction

10.1. Successful E-Bidder are advised to sign the "Memorandum of Contract" and pay the 10% differential sum within 3 working days by attending to the Auctioneer's office from the date of auction. Failing to do so will result in the 10% deposit to be forfeited to the Assignee/Bank and the auction shall be deemed cancelled.

10.2. Successful E-Bidder who are unable to sign the "Memorandum of Contract" at the Auctioneer's office can authorize their agent to execute the procedure by submitting the following documents to the Auctioneer.

10.2.1. Copy of the agent's Identity Documents (both sides)

10.2.2. Copy of the successful E-Bidder's Identity Documents (both sides)

10.2.3. Copy of the Letter of Authorization (for individual) or certified true copy of the Board of Director's Resolution (for company) authorizing such person to do so.

10.3. In the event of inconsistency in the details of the documents uploaded in the Auctioneer's website and the actual documents of the successful E-Bidder, the Auctioneer has the right to cancel and terminate the sale and the 10% deposit shall be forfeited by the Assignee/Bank. The property shall be put up for sale again.

10.4. The "Memorandum of Contract" that is signed and stamped shall be collected by the successful E-Bidder or his agent at the Auctioneer office within seven (7) days after notification from the Auctioneer. If the E-Bidder fails to collect as aforesaid, the "Memorandum of Contract" shall be delivered by courier to the address of the successful E-Bidder and the Auctioneer shall be not responsible for the cost, expenses and loss arising thereof.

10.5. Balance of purchase price shall be settled within ninety (90) days from the date of auction sale by the successful E-Bidder

11. Applicable Laws and Jurisdiction

11.1. The usage of the Auctioneer's 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 the Auctioneer's website i.e. www.rajanauctioneers.com, all online E-Bidder acknowledge and agree that the Auctioneer and its website may collect, retain, or disclose the online E-Bidder information or any information by the Online Bidders online E-Bidder 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 E-Bidder shall accept all associated risks when using the service in the Auctioneer's website and shall not make any claim for any unauthorized access or any consequential loss or damage suffered.

12.3 E-Bidder 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.

12.4. E-Bidder shall comply with all the security measures related to safety of the password or generally in respect of the use of the service in the Auctioneer's website.

12.5.E-Bidder hereby accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidder shall immediately notify the Auctioneer.

13. Intellectual Property

13.1. Information such as documents, text, images, data and graphics displayed in the Auctioneer's website at www.rajanauctioneers.com shall not be published or used for other purposes without the permission of the Auctioneer.

13.2. In the event of infringement of the intellectual property rights under the Online Terms and Conditions herein, the Auctioneer may use any available legal remedies and/or take legal action which includes the demand for statutory damage, solicitors' fee and injunctive reliefs.

14. Miscellaneous

14.1. In the event of any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms and Conditions to any other language (if any), the Online Terms and Conditions in the English language shall prevail.