

# PROCLAMATION OF SALE

IN THE MATTER OF MUSHARAKAH MUTANAQISAH MASTER AGREEMENT AND DEED OF ASSIGNMENT  
BOTH DATED 30TH SEPTEMBER 2019

BETWEEN

PUBLIC ISLAMIC BANK BERHAD [CO.NO: 197301001433 (14328-V)].....ASSIGNEE/BANK

AND

MOHAMAD SOPIAN BIN YUSOFF (NRIC NO: 730401-02-5693 / A2207760).....ASSIGNOR/CUSTOMER

In exercise of the rights and power conferred upon the Assignee/Bank under the Musharakah Mutanaqisah Master Agreement and Deed Of Assignment both dated 30th September 2019, entered between the Assignee/Bank and said Assignor/Customer, and in respect of the Sale and Purchase Agreement between the Assignor/Customer and Eco Sky Development Sdn Bhd ("the Vendor") dated 20th August 2019, it is hereby proclaimed that the Assignee / Bank with the assistance of the undermentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW

## PUBLIC AUCTION

ON MONDAY, THE 08TH DAY OF APRIL 2024 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](http://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 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 other relevant authorities as to whether the sale is open to all races or to Malaysia Citizens who are Bumiputras 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 applicable) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies (v) check and verify whether the sale is subject to any prevailing tax imposed by the Government of Malaysia.

### PARTICULARS OF SUBJECT PROPERTY:

TITLE	:	The strata title for the subject property has been issued.
STRATA TITLE / LOT NO	:	Geran 79573/M2C/15/859, Lot 81149, Accessory Parcel Nos. A1317, A1318
MUKIM/DISTRICT/STATE	:	Batu / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur
TENURE	:	Freehold
FLOOR AREA	:	103.0 square metres (1,108.7 square feet)
CATEGORY OF USE	:	"Bangunan"
EXPRESS CONDITION	:	"Pangsapuri Servis"
RESTRICTION IN INTEREST	:	Nil
REGISTERED OWNER	:	Eco Sky Development Sdn Bhd (1001417-M)
ASSIGNOR	:	Mohamad Sopian Bin Yusoff
ENCUMBRANCES	:	Assigned to Public Islamic Bank Berhad [ Co.No: 197301001433 (14328-V) ]

### LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is located on the 14th floor (Storey No. 15 of a 42-storey building) within Eco Sky, No.972, Batu 6 ½, Jalan Ipoh, 68100 Kuala Lumpur.

The subject property is an intermediate serviced apartment (with two car parks) identified as Parcel No. C-13A-03 (B2), Storey No. 13A, Building No. C, Accessory Parcel(s): i) Car Park No: CP-05-151 (Level 5), CP-05-150 (Level 5) and bearing postal address at **Unit No. C-13A-03, Eco Sky, No.972, Batu 6 ½, Jalan Ipoh, 68100 Kuala Lumpur.**

### RESERVE PRICE: RM 545,000.00

The sale of subject property may be subjected to any prevailing tax imposed by the Government of Malaysia. In the event that there is any prevailing tax payable, the selling price is excluding the same. The successful bidder shall, therefore, be liable to pay the same (if any).

The property will be sold "as is where is basis" and subject to a reserve price of **RM 545,000.00 (RINGGIT MALAYSIA: FIVE HUNDRED AND FORTY FIVE THOUSAND ONLY)**, subject to the Conditions of Sale and by way of an Assignment from the Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority.

### DEPOSIT

All intending bidders are required to deposit **10%** of the fixed reserve price and any prevailing tax that maybe imposed by the Government of Malaysia (if applicable) by **Bank Draft or Cashier's Order** only in favour of **Public Islamic Bank Berhad** prior to the auction sale with the undermentioned Auctioneer. The balance of the purchase price together with any prevailing tax payable (if applicable) are to be settled within **ninety (90) days** from the date of auction sale to **Public Islamic Bank Berhad via RENTAS**. The **RENTAS** payment must be made in accordance with and accompanied with details as per **Clause 11 of the Conditions of Sale**. Online bidders are further subject to the **Terms & Conditions in [www.rajanauctioneers.com](http://www.rajanauctioneers.com)**

For further particulars, please contact **Public Islamic Bank Berhad, Regional Credit Control Centre-Klang** [Ref: KCCC/TSM/EYL2/car] Tel No: 03-3342 2467 or **MESSRS TUAN, MOHD ZAIN & CO** solicitors for the Assignee/Bank at B-08-03, Gateway Corporate Suites, Gateway Kiaramas, No. 1, jalan Desa Kiara, Mont' Kiara, 50480 Kuala Lumpur. Tel: 03-6205 2002 / Fax: 03-6205 2003 [Ref: PIBB-KC/2023/0053/(F)/LCS/TN/MJR] or to the undermentioned Auctioneer.

**RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)**  
No. 36A, 1st Floor, Jalan Dato Hamzah,  
41000 Klang, Selangor Darul Ehsan.  
Tel: 03-33749312 / Fax: 03-33737680  
Our Ref: RA/PIBB/TMZ/KL/0326-24(fz)

**RAJAN G.**  
(Licensed Auctioneer)  
H/P: 013-304 0060  
H/P: 012-273 8109

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN MUSHARAKAH MUTANAQISAH DAN SURAT IKATAN PENYERAHAN HAK KEDUA-DUANYA BERTARIKH 30HB SEPTEMBER 2019

DI ANTARA

PUBLIC ISLAMIC BANK BERHAD [NO. SYARIKAT: 197301001433 (14328-V)],.....PIHAK PEMEGANG SERAH HAK/BANK

DAN

MOHAMAD SOPIAN BIN YUSOFF (NO.KP: 730401-02-5693 / A2207760).....PIHAK PENYERAH HAK/PELANGGAN

Dalam menjalankan hak dan kuasa yang diberi kepada Pihak Pemegang Serah Hak / Bank di bawah Perjanjian Musharakah Mutanaqisah Dan Surat Ikatan Penyerahan Hak kedua-duanya bertarikh 30hb September 2019, didaftarkan diantara Pihak pemegang Serahhak dan Pihak Penyerahhak/Pelanggan dan berkenaan dengan Perjanjian Jual Beli di antara Pihak Penyerahhak/Pelanggan dan Eco Sky Development Sdn Bhd ("Penjual") yang bertarikh 20hb Ogos 2019, dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut di bawah.

AKAN MENJUAL HARTANAH YANG DIPERIHALKAN DI BAWAH

## LELONGAN AWAM

PADA HARI ISNIN, 08HB APRIL 2024, 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](http://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 :Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik 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 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 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 Pemasu dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan.(v) memeriksa dan mengesahkan samada jualan ini tertakluk kepada sebarang cukai yang dikenakan oleh pihak Kerajaan Malaysia.

### BUTIR-BUTIR HARTANAH

HAKMILIK	:	Hakmilik strata hartanah ini telah dikeluarkan.
HAKMILIK STRATA / LOT NO	:	Geran 79573/M2C/15/859, Lot 81149, Petak Aksesori No. A1317, A1318
MUKIM/DAERAH/NEGERI	:	Batu / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur
PEGANGAN	:	Selama-lamanya
KELUASAN LANTAI	:	103.0 meter persegi (1,108.7 kaki persegi)
KATEGORI KEGUNAAN	:	"Bangunan"
SYARAT NYATA	:	"Pangsapuri Servis"
SEKATAN KEPENTINGAN	:	Tiada
TUANPUNYA BERDAFTAR	:	Eco Sky Development Sdn Bhd (1001417-M)
PENYERAH HAK	:	Mohamad Sopian Bin Yusoff
BEBANAN	:	Diserahhak kepada Public Islamic Bank Berhad [ No.Syarikat: 197301001433 (14328-V) ]

### LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di tingkat 14 (Tingkat No. 15 pada bangunan 42-tingkat) terletak di Eco Sky, No.972, Batu 6 ½, Jalan Ipoh, 68100 Kuala Lumpur.

Hartanah tersebut adalah sebuah apartment servis unit tengah (dengan dua parkir kereta) yang dikenali sebagai Petak No. C-13A-03 (B2), Tingkat No. 13A, Bangunan No. C, Petak Aksesori: i) Parkir Kereta No: CP-05-151 (Aras 5), CP-05-150 (Aras 5) dan mempunyai alamat surat-menyurat di **Unit No. C-13A-03, Eco Sky, No.972, Batu 6 ½, Jalan Ipoh, 68100 Kuala Lumpur.**

### HARGA RIZAB: RM 545,000.00

Penjualan hartanah tersebut mungkin tertakluk kepada liabiliti untuk membayar cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia. Sekiranya didapati cukai dikenakan, harga jualan adalah tidak termasuk cukai yang dikenakan tersebut dan penawar berjaya adalah bertanggunganke atas cukai tersebut.

Hartanah tersebut akan dijual dalam "keadaan sepertiimana sedia", tertakluk pada satu harga rizab sebanyak **RM 545,000.00 (RINGGIT MALAYSIA : LIMA RATUS EMPAT PULUH LIMA RIBU SAHAJA)** akan dijual mengikut Syarat-syarat Jualan dengan cara Penyerahhakan dari Pihak Pemegang Serahhak dan tertakluk kepada Pembeli memperoleh kebenaran untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada, termasuk semua terma, syarat-syarat, stipulasi dan waad dimana mungkin yang akan dikenakan oleh Pihak Berkuasa yang berkenaan.

### DEPOSIT

Semua penawar yang ingin membuat tawaran adalah dikehendaki menandatangani **10%** daripada harga rizab termasuk cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia (jika berkenaan) dalam bentuk **Bank Draf** atau **Perintah Juruwang** di atas nama **Public Islamic Bank Berhad**, sebelum jualan lelongan kepada Pelelong yang tersebut di bawah. Baki harga belian bersama dengan cukai yang kena dibayar (jika berkenaan) hendaklah dibayar dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan awam kepada **Public Islamic Bank Berhad** melalui **RENTAS**. Pembayaran **RENTAS** hendaklah dibuat selaras dengan dan bersama butir-butir sepertiimana yang dinyatakan di **Klausa 11** dalam **Syarat-Syarat Jualan**. Pembeli atas talian (online) juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam [www.rajanauctioneers.com](http://www.rajanauctioneers.com)

Untuk maklumat lanjut, sila berhubung dengan **Public Islamic Bank Berhad, Regional Credit Control Centre-Klang** [Ruj: KCCC/TSM/EYL2/car] Tel No: 03-3342 2467 atau **TETUAN TUAN, MOHD ZAIN & CO**, Peguamcara kepada Pihak Pemegang Serahhak yang beralamat di B-08-03, Gateway Corporate Suites, Gateway Kiaramas, No. 1, jalan Desa Kiara, Mont' Kiara, 50480 Kuala Lumpur. Tel: 03-6205 2002 / Fax: 03-6205 2003 [Ruj: PIBB-KC/2023/0053/(F)/LCS/TN/MJR] atau Pelelong yang tersebut di bawah ini.

RAJAN AUCTIONEERS SDN. BHD. (Syarikat No. 889884-H)  
No. 36A, Tingkat Satu, Jalan Dato Hamzah,  
41000 Klang, Selangor Darul Ehsan.  
Tel: 03-33749312 / Fax: 03-33737680.  
Ruj. Kami: RA/PIBB/TMZ/KL/0326-24(fz)

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

## CONDITIONS OF SALE

- 1) This sale is made by **PUBLIC ISLAMIC BANK BERHAD** (\*the Assignee\*) in exercise of the rights and powers and remedies conferred upon the Assignee pursuant to the **Musharakah Mutanaqisah Master Agreement and Deed Of Assignment both dated 30th September 2019**, executed by **Mohamad Sopian Bin Yusoff** (\*the Assignor/ Customer\*) in favour of the Assignee 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) 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 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 or add to these conditions of sale at any time prior to the sale. In the case of and dispute as to any bid, 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.
- 3) The Assignee be and is hereby at liberty to bid for the property at the sale (**without having to pay any deposit whatsoever**). The Auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said **Musharakah Mutanaqisah Master Agreement and Deed Of 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.
- 4) No bid shall be less than the 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 of 10% of the reserve price shall be forfeited to the Assignee and the property shall at the option of the Assignee be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
- 5) All intending bidders (**with the exception of the Assignee**) are required to deposit with the Auctioneer the sum equivalent to 10% of the fixed reserve price for the property **and any prevailing tax that may be imposed by the Government of Malaysia (if applicable)** by **bank draft or cashier's order** only in favour of **PUBLIC ISLAMIC BANK BERHAD**, prior to the auction sale. **Online Bidders are subject to Terms and Conditions on [www.rajanauctioneers.com](http://www.rajanauctioneers.com) for the manner of payment of the deposit.** However the Auctioneer may with the concurrence of the Assignee or its Solicitors accept the deposit partly by **bank draft or cashier's order** and partly in cash or wholly in cash. 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. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid. In the event that the Bumiputra lot is sold to a non-Bumiputra or if the successful bidder is below the age 18 or is an undischarged bankrupt or is not legally competent to purchase the property, then such sale shall be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee shall be at liberty to put up the property for sale. A foreign citizen/foreign company may be allowed to bid for the property and if the bid is successful, the sale is subject to the foreign citizen/company applying and obtaining at his/her/its own cost to the Foreign Investment Committee (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 11 hereof.
- 6) **Each bid will be called for 3 times, "First Calling", "Second Calling", "Third Calling". Bidders may submit their bid at any of these stages of biddings.**
- 7) **When system displays "Final Call", no further bids will be accepted by the Auctioneer, whether on-site or through the Auctioneer's website.**
- 8) **The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer by the Auctioneer.**
- 9) Immediately after the fall of the hammer, the Purchaser (**other than the Assignee if it is the Purchaser**), shall pay to the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid **and any prevailing tax that may be payable for the 10% deposit (if applicable)** either in CASH or by BANK DRAFT in favour of **PUBLIC ISLAMIC BANK BERHAD** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee subject to the provisions of **Clauses 10 and 13**.
- 10) In the event that the Purchaser fails to pay a deposit equivalent to 10% of the successful bid **and any prevailing tax for the 10% deposit (if applicable) on the deposit** and or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 or Clauses 5 and 9 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee 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 and the Purchaser shall have no claims whatsoever against the Assignee, their Solicitors or the Auctioneer in relation thereto.
- 11) The balance of the purchase price **together with any prevailing tax (if applicable) [together with Inward RENTAS Service Charges (if any)]** shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **ninety (90) days** from the date of the auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details:**
  - i) **Beneficiary**
    - \* Name : TSM- IBT Settlement Account
    - \* Account No. : 3997512715
  - ii) **Payment Details**
    - \* Reference : KCCC/TSM/EYL2/car
    - \* Customer(s) : Mohamad Sopian Bin Yusoff

**The Assignee or the Solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect /incomplete /omission of RENTAS remittance payment details. Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.**

- 12) 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 Assignee applying for an extension of time and the Assignee 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 Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
- 13) In default of such payment of the balance of the purchase price together with any prevailing tax (if applicable) within the time and in the manner as stipulated in Clause 11 above, the deposit paid pursuant to Clauses 5 and 9 above shall be forfeited by the Assignee and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee 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.

- 14) Upon full payment of the balance of the purchase price **together with and any prevailing tax for the balance purchase price (if applicable)** in accordance with Clause 11 above, and subject to the consent to transfer from the Developer/Vendor\*\* and/or any relevant authorities, (if applicable) being obtained by the Purchaser, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's costs and expense (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignors upon such terms and conditions stipulated by the Assignee at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the said Assignment including the Solicitors' fees and disbursement in preparing the said Deed of Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/Vendor\*\* and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Assignee, the Assignee shall deliver to the Purchaser or his/her Solicitor the duly executed Assignment, the original Sale and Purchase Agreement and if original copy(ies) of the previous Agreement are not available, the Assignee shall provide certified true copies thereof. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. \*The Purchaser undertakes to forward to the Developer upon completion the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the developer under the Sale and Purchase Agreement as required by Section 22D (2) of Housing Development (Control and Licensing) Act, 1966 within fourteen (14) days from the date of stamping of the Deed of Assignment and to forward a copy of the covering letter/acknowledgement of receipt by the Developer to the Assignee or its Solicitors.\*
- 15) As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.
- 16) The Purchaser shall be deemed to have inspected the property and thereof 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.
- 17) Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee in granting the consent to the sale herein (if applicable), it is hereby agreed that any **arrears of quit rent and assessment rate [excluding penalty, attachment warrant and late charges and any prevailing tax imposed by the Government of Malaysia (if applicable)], service and maintenance charges [excluding penalty interest, late charges, utilities bills and any prevailing tax imposed by the Government of Malaysia (if applicable)], (hereinafter collectively referred to as "outstanding charges")** which maybe lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer or to the Joint Management Body or Management Corporation or to anybody/corporation/entity responsible for managing/maintaining the property up to date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money and in any event upon the Assignee's receipt of the balance purchase money in cleared funds.

The "Outstanding Charges" referred above which are to be borne by the Assignee will be capped as follows:

<u>Property Reserve Price (RM)</u>	<u>Maximum Outstanding Charges to be borne by the Assignee</u>
Less than RM 250,000.00	RM 10,000.00
RM 250,001.00 to Less than RM 500,000.00	RM 15,000.00
RM 500,001.00 to Less than RM 1,000,000.00	RM 20,000.00
RM 1,000,001.00 to Less than RM 2,000,000.00	RM 25,000.00
RM 2,000,001.00 to Less than RM 3,000,000.00	RM 30,000.00
RM 3,000,001.00 onwards	RM 50,000.00

**The arrears in quit rent and assessment bills excluding penalty, attachment warrant, late charges and any prevailing tax imposed by the Government of Malaysia (if applicable) shall only be paid provided that the Assignee is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment issued by the relevant authorities from the Purchaser 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 Purchaser.**

Herein shall impose obligation on the part of the **Purchaser** to pay all outstanding **utilities bills namely water, electricity, telephone, sewerage, Indah Water Konsortium Sdn Bhd charges, interest, fines, penalties [including any prevailing tax imposed by the Government of Malaysia (if applicable)]** or other charges of personal nature due and payable **[including any prevailing tax imposed by the Government of Malaysia (if applicable)]** by the Assignors to the relevant authority or the Developer. Further, it shall be the duty of the Purchaser to obtain \*at their own cost the particulars as stated in Section 22D (4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain\* copies of the outstanding charges from the relevant authorities and/or the total amount due to the Developer under the Sale and Purchase Agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's Solicitors for approval. The Purchaser shall bear the Administrative Fee to the Developer and pay all fees and expenses including **any prevailing tax imposed by the Government of Malaysia (if applicable)** but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

- 18) Any other charges as at the date of the auction sale not specified in **Clause 17** (including but not limited to telephone bills, water bills, electric bills and sewerage charges **and any prevailing tax imposed by the Government of Malaysia (if applicable)**), which is outstanding, shall not be borne by the Assignee.
- 19) The property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or thereover express conditions and restriction-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- 20) The Assignee 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.
- 21) The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
- 22) **The Assignee will not be liable for any caveats filed (by 3rd party/ies) and it is duty of the Purchaser to remove the caveat at their own cost (if any).**

- 23) In the event of the sale being set aside for any reason whatsoever whether by the Assignee or by an Order of Court or consent not being obtained by the Purchaser from the Developer/Vendor\*\* or any other 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 shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee), to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, its Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser shall have no other or further claims or/and demands whatsoever in nature and howsoever caused against the Assignee, its Solicitors and the Auctioneer or their respective servants or agents.
- 24) The Purchaser shall within ninety (90) days from the date of the auction sale herein apply to and obtain from the Developer/Vendor\*\* and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer/Vendor\*\* or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the said period of ninety (90) days or within such period as may be specified by the Developer/Vendor\*\* and/or the relevant authority (if applicable), whichever is earlier and to keep the Assignee or the Assignee's Solicitors informed at all times of the developments and to forward a copy of the consent to the Assignee's Solicitor upon receipt of the same. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
- 25) 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 90 days from the date of the successful auction subject to Clause 11 above.
- 26) In the event the consent from the Developer/Vendor\*\* and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee 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, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and/or demands whatsoever against the Assignee, its Solicitor, the Auctioneer or their respective servants or agents.
- 27) **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) The Assignee 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 or its Agent to give vacant possession.
- 29) The Assignee makes no representation as to the ownership of furniture, fittings and fixtures situated at the property, which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto and on "as is where is" basis.
- 30) All necessary inquiries and investigations required by 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.
- 31) In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
- 32) Unless expressly provided herein, the Assignee, the Assignee's Solicitors 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, 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 arising.
- 33) 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, the Assignee's Solicitors 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, its Solicitor, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the property.
- 34) In the event that the sale is terminated for any reason whatsoever, the Purchaser if vacant possession of the property is delivered shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
- 35) The Assignee 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.
- 36) Time whenever mentioned shall be of the essence of this Condition of Sale.
- 37) The successful Purchaser is advised to appoint a Solicitors to act for the successful Purchaser and in the event no Solicitors is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.
- 38) In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.
- 39) **The sale of the subject property may be subjected to the liability to pay any prevailing tax that may be imposed by the Government of Malaysia (if applicable). In the event that there is any prevailing tax payable, the selling price is excluding the same.**
- 40) **The Purchaser is liable to any present or future, direct or indirect, Malaysia or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any tax such as Sale and Services Tax under the Sales and Services Tax Act 2018 and other taxes, and any interest, fines or penalties in respect thereof. In the event that there is any prevailing tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.**
- 41) **Online bidders are taken to have read, understand and agree to be bound by the Online Terms and Conditions stated in [www.rajanauctioneers.com](http://www.rajanauctioneers.com)**

**Note 1: \* Applicable only for properties that comes within the definition of 'housing accommodation' under the Housing Development (Control and Licensing) Act, 1966 (hereinafter referred to as the 'Residential Properties').**

**2: \*\*Applicable for properties other than Residential Properties.**

**CONTRACT**

**MEMORANDUM:** At the sale by Public Auction held this **08th day of April 2024** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the Sale and Purchase Agreement dated 20th August 2019 entered into between **Mohamad Sopian Bin Yusoff** of the other part and **Eco Sky Development Sdn Bhd** of the other part relation to the property identified as **Parcel No. C-13A-03 (B2), Storey No. 13A, Building No. C, Accessory Parcel(s): i) Car Park No: CP-05-151 (Level 5), CP-05-150 (Level 5)** and bearing postal address at **Unit No. C-13A-03, Eco Sky, No.972, Batu 6 ½, Jalan Ipoh, 68100 Kuala Lumpur.** The highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM \_\_\_\_\_** who has paid to the Solicitors above named the sum of **RM \_\_\_\_\_** 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 confirm the said purchase and the Solicitors acknowledge receipt of the said deposit.

<b>PURCHASE MONEY</b>	: <b>RM _____</b>
<b>Prevailing Tax imposed by the Government of Malaysia (if applicable)</b>	: <b>RM _____</b>
<b>DEPOSIT MONEY</b>	: <b>RM _____</b>
<b>BALANCE DUE</b>	: <b>RM _____</b>

1) Purchaser's Name:-.....  
I/C No           :-.....

2) Purchaser's Name:-.....  
I/C No           :-.....

3)Address       :-.....  
.....

.....  
(Signature of Purchaser/s Authorized Agent)

.....  
Rajan a/l Govindan  
(Licensed Auctioneer)

.....  
Messrs Tuan, Mohd Zain & Co  
(Solicitors)

# 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](http://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](http://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](http://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.