PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT, PROPERTY SALE AGREEMENT, PROPERTY PURCHASE AGREEMENT AND DEED OF ASSIGNMENT (BY WAY OF SECURITY) ALL 13TH SEPTEMBER 2011

BETWEEN

AFFIN ISLAMIC BANK BERHAD (200501027372 / 709506-V).....ASSIGNEE/FINANCIER

AND

TEOH LIAN HONG (NRIC NO: 540708-08-5685/4676988).....ASSIGNOR/CUSTOMER

In exercise of the rights and power conferred upon the Assignee under the Facility Agreement, Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way of security) all dated 13th September 2011, entered between the Assignee and the said Assignor and in respect of the Sale and Purchase Agreement between Assignor/Customer TL Medic Sdn. Bhd. (Company No. 258195-H) ("the Vendor") and Plentified Marketing Sdn.Bhd. (Company No. 693333-T) ('the Developer") dated 05th July 2011, it is hereby proclaimed that the Assignee/Financier with the assistance of the under mentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

ON FRIDAY, THE 28TH DAY OF JUNE 2024 AT 11.00 A.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 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 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 any) 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 tax liability under the Sales Tax Act 2018 and the Service Tax Act 2018.

PARTICULARS OF SUBJECT PROPERTY:-

MASTER TITLE NO / LOT NO	:	HS(M) 5356 Lot No. PT 20528,
MUKIM / DISTRICT / STATE	:	Bukit Katil/ Melaka Tengah / Melaka
TENURE	:	Leasehold for 99-years
FLOOR AREA	:	220.64 square metres (2.375 square feet)
CATEGORY OF LAND USE	:	Nil
EXPRESS CONDITION	:	Nil
RESTRICTION IN INTEREST	:	Nil
VENDOR	:	TL Medic Sdn. Bhd. (Company No. 258195-H)
DEVELOPER	:	Plentified Marketing Sdn.Bhd. (Company No. 693333-T)
ASSIGNOR	:	Teoh Lian Hong
ENCUMBRANCES	:	Assigned to **Affin Islamic Bank Berhad (200501027372 / 709506-V)**

LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is a office unit identified as Developer's Parcel No. C-13-1F, Storey No. First Floor, Building No. Block C, Commercial And Business Centre Melaka and bearing postal address at **Unit No. C-1-13, Block C, Pusat Commercial Ayer Keroh, Jalan PKAK 1, Bukit Katil, 75450 Hang Tuah Jaya, Melaka.**

RESERVE PRICE : The subject property will be sold on an**" as is where is" basis,** subject to a reserve price of **RM 229,000.00 (RINGGIT MALAYSIA: TWO HUNDRED AND TWENTY NINE THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Financier 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.

Apportionment on any arrears of quit rent, assessment rate and maintenance charges ONLY which is lawfully due i.e. which is unpaid for up to maximum 6 years preceding the successful auction date in respect of the property up to the date of sale shall be paid by the Bank upon receipt of full auction proceeds and any such sums due and payable after the date of sale shall be borne by the Purchaser. Successful Bidder is urge to submit their claim to the Bank within sixty (60) days from the date of payment of balance purchase money (or any extended period allowed by the Bank); any subsequent claims made thereunder will not be entertained by the Bank and the same shall be borne by the Purchaser solely. The Assignee/Financier shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities/bills relating to the property namely water, electricity, telephone, gas or sewerage charges, administration charges and other utilities. All other fees, costs and charges relating to the transfer and assignment of the property including any revival cost for abandoned project (if any) shall also be borne solely by the successful Purchaser. Intending Purchaser shall make his own inquiries in respect thereof and the Purchaser shall be deemed to have full knowledge of the same. Bidders are further subject to the Terms & Conditions on www.rajanauctioneers.com

All intending bidders are required to deposit with the Auctioneer, prior to the commencement of the Auction Sale, **ten per centum** (**10%)** of the Reserve Price or **minimum of RM 2,500.00 whichever is higher** by a valid **Bank Draft** or **Cashier's Order** drawn in favour of **Affin Islamic Bank Berhad <u>or remit the same through online banking transfer by 4PM, AT LEAST ONE (1) WORKING DAY BEFORE AUCTION DATE</u>**. The balance of the purchase price is to be settled within **ninety (90) days** from the date of auction sale to the Assignee/Financier. **Bidders please refer to the Online Terms & Conditions on www.rajanauctioneers.com for the manner of payment of the deposit.**

For further particulars, please contact **MESSRS RASTAM SINGGA & CO,** Solicitors for Assignee/Financier herein whose address is at No. 124, Lorong Haruan 5/5, Oak Commercial Square, 70300 Seremban, Negeri Sembilan Darul Khusus Tel: 06-6315818 /hunting line 6315815/6315816 Fax: 06-6316020 [Ref: RSC/SN/JS/L17027/23/AIBB(BBA)] or under mentioned Auctioneer.

RAJAN AUCTIONEERS SDN. BHD.
No.36A, Tingkat Satu, Jalan Dato Hamzah,
41000 Klang , Selangor Darul Ehsan
Tel : 03-33749312 / Fax: 03-33737680
Our Ref: RA/AIBB/RSC/SBN/2163-24(Vm)

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

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN, PERJANJIAN BELIAN HARTANAH, PERJANJIAN JUALAN HARTANAH DAN SURAT IKATAN PENYERAHAN HAK (MELALUI SEKURITI) SEMUANYA BERTARIKH 13HB SEPTEMBER 2011

ANTARA

AFFIN ISLAMIC BANK BERHAD (200501027372 / 709506-V).....PIHAK PEMEGANG SERAHHAK/PIHAK PEMBIAYA

DAN

TEOH LIAN HONG (NO.K/P: 540708-08-5685/4676988)….....PIHAK PENYERAHHAK/PELANGGAN

Dalam menjalankan hak dan kuasa yang diberi kepada Pihak Pemegang Serahhak dan di bawah Perjanjian Kemudahan, Perjanjian Belian Hartanah, Perjanjian Jualan Hartana Dan Surat ikatan penyerahan (Melalui Sekuriti) Semua Bertarikh 13hb September 2011 di antara Pihak Pemegang Serahhak dan Pihak Penyerahhak dan dalam Perjanjian Jual Beli di antara Pihak Penyerahhak dan TL Medic Sdn. Bhd. (Company No. 258195-H) ("Penjual") dan Plentified Marketing Sdn.Bhd. (Company No. 693333-T) ('Pemaju") bertarikh 05th July 2011 dengan ini diisytiharkan bahawa Pihak Pemegang Serah hak dengan dibantu oleh Pelelong yang tersebut di bawah.

AKAN MENJUAL HARTANAH YANG DIPERIHALKAN DI BAWAH MELALUI

LELONGAN AWAM

PADA HARI JUMAAT, 28HB JUN 2024 PADA JAM 11.00 PAGI, DI RAJAN AUCTIONEERS SDN BHD, NO.36A, 1ST FLOOR, 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 :Bakal-bakal pembeli adalah dinasihatkan agar : (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik strata individu 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-Pihak 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 Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan. (v) memeriksa dan memastikan samada jualan ini tertakluk kepada apa-apa tanggungan cukai dibawah Akta Cukai Jualan 2018 dan dan Akta Cukai Perkhidmatan 2018.

BUTIR-BUTIR HARTANAH	**:-**	
NO. HAKMILIK INDUK / NO. LOT	:	HS(M) 5356 Lot No. PT 20528 ,
MUKIM/ DAERAH/ NEGERI	:	Bukit Katil/ Melaka Tengah / Melaka
PEGANGAN	:	Pajakan selama 99-tahun
KELUASAN LANTAI	:	220.64 meter persegi (2.375 kaki persegi)
KATEGORI KEGUNAAN TANAH	:	Tiada
SYARAT NYATA	:	Tiada
SEKATAN KEPENTINGAN	:	Tiada
PENJUAL	:	TL Medic Sdn. Bhd. (Company No. 258195-H)
PEMAJU	:	Plentified Marketing Sdn.Bhd. (Company No. 693333-T)
PENYERAH HAK	:	Teoh Lian Hong
BEBANAN	:	Telah diserahhak kepada **Affin Islamic Bank Berhad (200501027372 / 709506-V)**

LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut adalah unit Pejabat yang dikenali sebagai Petak Pemaju No. C-13-1F, No. Tingkat. Satu, No. Bangunan Blok C, Komercial dan Business Centre Melaka dan mempunyai alamat surat-menyurat di **Unit No. C-1-13, Block C, Pusat Commercial Ayer Keroh, Jalan PKAK 1, Bukit Katil, 75450 Hang Tuah Jaya, Melaka.**

HARGA RIZAB : Hartanah tersebut akan dijual **dalam " keadaan sepertimana sediada",** tertakluk kepada satu harga rizab sebanyak **RM 229,000.00 (RINGGIT MALAYSIA DUA RATUS DUA PULUH SEMBILAN RIBU SAHAJA)**, tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak tertakluk kepada Penawar yang berjaya ("Pembeli") memperolehi kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada, termasuk semua terma, syarat-syarat, stipulasi dan waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa yang berkenaan.

Pembahagian atas apa-apa tunggakan cukai tanah, cukai taksiran dan caj penyelenggaraan SAHAJA yang kena dibayar iaitu tertunggak sehingga tempoh maksima 6 tahun sebelum tarikh lelongan awam hartanah tersebut akan dibayar oleh Pihak Bank setelah penerimaan hasil lelong sepenuhnya dan apa-apa jumlah wang yang perlu dibayar selepas tarikh jualan hendaklah ditanggung oleh Pembeli. Pembida yang Berjaya hendaklah mengemukakan segala tuntutan kepada Pihak Bank dalam tempoh enam puluh (60) hari dari tarikh bayaran baki harga belian (atau sebarang tempoh lanjutan yang dibenarkan oleh Pihak Bank); apa-apa tuntutan berikutnya tidak akan dilayan oleh Pihak Bank dan bayaran tersebut hendaklah ditanggung oleh Pembeli. Pemegang Serahhak/Pihak Pembiaya tidak akan bertanggungjawab untuk membuat pembayaran atau menolak dari hasil jualan untuk sebarang tunggakan utiliti/bil yang berkaitan dengan hartanah seperti bil air, elektrik, telefon, gas atau caj pembetungan, caj pentadbiran dan utiliti lain. Semua bayaran, kos dan caj lain yang berkaitan dengan pindah milik dan penyerahan hak hartanah termasuk kos pemulihan untuk projek terbengkalai (jika ada) juga akan ditanggung sepenuhnya oleh Pembeli yang Berjaya. Bakal pembeli hendaklah membuat pertanyaan sendiri berkenaan dengannya dan pembeli akan dianggap mempunyai pengetahuan yang sama mengenai perkara tersebut.Pembida juga tertakluk kepada Terma & Syarat-syarat di www.rajanauctioneers.com

Semua Penawar yang ingin membuat tawaran adalah dikehendaki membayar wang Pendahuluan sebanyak **sepuluh peratus (10%)** dari **jumlah harga rizab** atau **minima RM 2,500.00 yang mana lebih tinggi** dalam bentuk **bank draf** atau **kasyier order** sahaja atas nama **Affin Islamic Bank Berhad** **atau melalui pemindahan perbankan** **atas talian sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan selewat-lewatnya pada pukul 4 petang** kepada Pelelong. Baki harga belian hendaklah dibayar dalam tempuh **sembilan puluh (90) hari** dari tarikh lelongan awam kepada Pihak Pemegang Serahhak. **Pembida adalah tertakluk kepada Terma- terma dan Syarat-syarat Online dalam www.rajanauctioneers.com untuk cara-cara pembayaran deposit.**

Untuk maklumat lanjut, sila berhubung dengan **TETUAN RASTAM SINGGA & CO ,** yang beralamat di No. 124, Lorong Haruan 5/5, Oak Commercial Square, 70300 Seremban, Negeri Sembilan Darul Khusus. Tel: 06-6315818 /hunting line 6315815/6315816 / Fax: 06-6316020 [Ref: RSC/SN/JS/L17027/23/AIBB(BBA)] peguamcara bagi pihak pemegang serah hak atau pelelong yang tersebut dibawah.

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

CONDITIONS OF SALE

1. THE PROPERTY AND THE RESERVE PRICE

1.1 The property, the particulars of which are as described in the Proclamation of Sale (`the Property') is put up for sale by way of public auction (`the Auction Sale') subject to the reserve price as stated in the Proclamation of Sale (`the Reserve Price'). Bidders are further subject to the Terms & Conditions on **www.rajanauctioneers.com**

1.2 The sale of the Property shall be on an `as is where is basis' and subject to all encumbrances which may be now subsisting or which may hereafter come into existence.

2. THE AUCTIONEER

2.1 The auctioneer having conduct of the auction sale of the Property shall be as named in the Proclamation of Sale and/or an Auctioneer so appointed/engaged by the Auctioneer or the Auctioneer's firm (`the Auctioneer').

2.2 Where applicable, the Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the bank of the auctioned property, **AFFIN ISLAMIC BANK BERHAD [Company No [200501027372 / 709506-V)]** (`the Bank').

3. BIDDING DEPOSIT

3.1 Prior to the commencement of the Auction Sale, all persons or parties intending to bid for the Property at the Auction Sale shall deposit with the Auctioneer a valid bank draft or cashier's order drawn in favour of the Bank for a sum equivalent to ten per centum (10%) of the Reserve Price or any sum exceeding 10% of the purchase price or a minimum of RM2,500.00 whichever is higher ("the Bidding Deposit") **or remit the same through online banking transfer by 4PM, AT LEAST ONE (1) WORKING DAY BEFORE AUCTION DATE. Bidders please refer to the Online Terms & Conditions on www.rajanauctioneers.com for the manner of payment of the deposit.**

3.2 The Auction Sale shall be deemed to have commenced upon being so declared by the Auctioneer.

3.3 Any party failing to deposit the Bidding Deposit with the Auctioneer within the time and in the manner specified in paragraph 3.1 hereto shall not be permitted to participate in the bidding at the Auction Sale.

3.4 Notwithstanding anything herein stated the Bank shall be permitted to bid at the Auction Sale without having to deposit with the Auctioneeer the Bidding Deposit.

4. BIDDERS

4.1 All intending bidders shall be required to verify their identities by producing for inspection by the Auctioneer their identity cards prior to the commencement of the Auction Sale, failing which they shall not be entitled to participate in the bidding.

4.2 In the event that the Auctioneer in his absolute discretion so request, the intending bidders shall deposit with the Auctioneer a photocopy of their respective identity cards.

4.3 In the event that an intending bidder is bidding at the Auction Sale on behalf of another party, such intending bidder (`the Agent') shall be deemed to be an agent of the party for whom he is bidding the Property for.

4.4 For Bumiputera lot or if the sale is restricted to Bumiputera only, only Bumiputera is allowed to purchase or to bid or to act for and on behalf of the bidder. For Malay Reserve Land or Native Land, only Malay or Native is allowed to purchase or to bid or to act for and on behalf of the bidder. For all other special quota lot, only the race/party identified in the special quota lot therein is allowed to purchase or to bid or to act for and on behalf of the bidder.

4.5 A foreign citizen or foreign company is only allowed to bid for the Property subject to the prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Foreign Investment Committee (if any) and/or relevant State Authorities to the said sale in accordance with the terms stated.

4.6 Prior to the commencement of the Auction Sale the Agent shall disclose to the Auctioneer that he, the Agent, will be bidding the Property in his capacity as Agent for the Purchaser. The Agent shall further prior to the commencement of the Auction Sale disclose to the Auctioneer the identity of the Purchaser.

4.7 The Agent shall deposit with the Auctioneer prior to the commencement of the Auction Sale such instrument of authority from the Principal authorizing the Agent to bid at the Auction Sale. The Auctioneer shall have the absolute discretion to determine whether the instrument of authority is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale. The decision of the Auctioneer in this respect shall be final.

5. PERMITTED PURCHASER

A person is only allowed to bid and or purchase the Property subject to the following:-

5.1 A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of the Auction Sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity or act as Agent of the Principal at the Auction Sale.

5.2 Notwithstanding whether it is expressly stated in the Proclamation of Sale, in the event that the developer of the Property **(`the Developer')** and/or the proprietor of the master title on which the Property is erected **(`the Proprietor/Landowner')** or applicable laws or regulations affecting the Property imposes the condition that the Property can only be sold to an individual or certain categories of persons or body corporate e.g. a Malay, a Bumiputra or a Malay Company or Bumiputra Company **(`the Purchaser'),** then the Property shall only be sold to the Purchaser.

5.3 All intending bidders at the Auction Sale shall be deemed to have made all the relevant enquiries and have received independent legal advice on all restrictions affecting the Property and are further deemed to have been fully satisfied that they fall within the category of the Purchaser.

5.4 If the sale is restricted to individual and not to be sold to company, society, firm or body corporate as specified by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies, the Property shall be sold to the individual person only.

6. THE BIDDING

6.1 Each new bid shall not be less than the immediately preceding bid.

6.2 All increments in the bids shall be not less than the incremental amount as fixed by the Auctioneer at the Auction Sale.

6.3 The Auctioneer shall have the right to refuse any bid.

6.4 A bid once made shall not be withdrawn.

6.5 If any dispute should arise as to any bidding, the Property shall at the option of the Auctioneer be put up again for sale at the last undisputed bidding price and the Auctioneer shall at the Auction Sale decide on the dispute and such decision by Auctioneer shall be final.

6.6 Subject to the Reserve Price, the highest bidder for the Property at the Auction Sale shall be declared by the Auctioneer to be the purchaser (`the Purchaser').

6.7 Each bid will be called for 3 times, "First Calling, "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings.

6.8 When the system display "No more bids", no further bids will be accepted by the Auctioneer, whether on-site or through the Auctioneer's website.

6.9 The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale and no bidding shall be withdrawn or retracted. Should there be any withdrawal or retraction from the registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit ("Bidding Deposit") shall be forfeited to the Assignee/Bank and the Property shall be at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date. **For online bidders please refer to the Terms & Conditions on www.rajanauctioneers.com for the manner of payment of the same.**

7. WITHDRAWAL OF SALE AND RESALE

7.1 The Bank at its absolute discretion through the Auctioneer reserves the right to suspend, withdraw, postpone and/or call off the Auction Sale of the Property for any reason whatsoever at any time before the fall of the hammer.

7.2 The Bank further reserves the right to sell the Property withdrawn at any time or times at the Bank's absolute discretion upon such price and terms and conditions as the Bank deems fit.

8. THE PURCHASER AND PAYMENT OF PURCHASE PRICE

8.1 Immediately after the fall of the hammer and upon being declared the successful purchaser of the Property, the Purchaser shall execute the memorandum attached hereto (`the Memorandum').

8.2 The signed Memorandum together with these conditions of sale and the Proclamation of Sale shall in their entirety form the contract for the sale and purchase of the Property (`the Contract of Sale').

8.3 The last bid which is the highest bid accepted by the Auctioneer and upon which the Property is sold to the Purchaser shall be the purchase price for the Property (`the Purchase Price').

8.4 Upon successful bid of the property by the bidder, the Bidding Deposit deposited by the bidder pursuant to clause 3.1 shall be paid to the Bank immediately upon execution of the Contract of Sale (" the Purchase Deposit)

8.5 In the event that the Purchase Price is higher than the Reserve Price, the Purchaser **[other than the Assignee/Bank if it is the Purchaser or an E-Bidder (as defined in Part 1.1 of the Online Terms and Conditions) if he/she/it is the Purchaser]** shall immediately deposit with the Auctioneer as stakeholder a sum equivalent to the difference between Purchase Deposit and the Bidding Deposit (`the Purchase Deposit Shortfall') either in cash or by way of a valid bank draft or cashier's order drawn in favour of the Bank **OR REMIT THE SAME THROUGH ONLINE BANKING TRANSFER** which together will form the Purchase Deposit. For the purpose of clarity and pursuant to the Online Terms and Conditions, an E-Bidder if he/she/it is the Purchaser, shall have three (3) working days from the date of auction to pay such sum and to sign the Memorandum and the terms in this Clause shall be applicable to an E-Bidder if he/she/it is the Purchaser, mutatis mutandis. **Bidders please refer to the Online Terms & Conditions on www.rajanauctioneers.com for the manner of payment of the same.**

8.6 The Auctioneer shall upon receipt of the Purchase Deposit release the said sum, bank draft and/or cashier's order to the Bank.

8.7 In the event that the Purchaser shall fail to deposit the Purchase Deposit Shortfall or shall fail to execute the Memorandum for any reason whatsoever or in the event of the bank draft and/or cashier's order for the Bidding Deposit and/or the Purchase Deposit Shortfall is dishonored for any reason whatsoever when presented by the Bank for payment, the Purchaser shall be deemed to have committed a breach of the terms of the Auction Sale and the consequences set out in paragraph 8.8 hereto shall ensue.

8.8 In the event that the Purchaser shall commit a breach, the Bidding Deposit shall be forfeited absolutely to the Bank and the Bank may in its absolute discretion upon such terms and conditions and at such time or times the Bank deems fit put the Property up for resale. The Bank shall be further entitled to recover from the Purchaser all costs and expenses of, in connection with and resulting from such resale. The Purchaser shall be further liable to the Bank for any shortfall in the sale price obtained at the resale and the Purchase Price (`the Resale Shortfall'). A certificate duly signed by an authorized officer of the Bank as to amount of the Resale Shortfall and the costs and expenses of, in connection with resulting from such resale shall be accepted by the Purchaser as binding correct and conclusive for all purposes including for legal proceedings. The certified amount shall be paid by the Purchaser to the Bank not later than seven (7) days from the date of the demand made by the Bank.

8.9 Notwithstanding anything herein contained, the amount representing the difference between the Purchase Price and the Purchase Deposit ("Balance Purchase Price") shall be paid by the Purchaser directly to the Bank without any set-off not later than **NINETY (90) DAYS** from the date of the Contract of Sale (`the Due Date').

8.10 The Balance Purchase Price shall be paid to the Bank by way of bank draft or cashier's order drawn in favour of the Bank or E-Payment or any mode of payment which acceptable by the Bank.

8.11 Upon the written request by the Purchaser before the expiry date, the Bank in its absolute discretion may but shall be under no obligation to extend the Due Date for such period or periods the Bank deems fit (`the Extended Due Date').

8.12 Subject to Clause 8.11 above, in granting the extension of time, the Bank may in its absolute discretion to impose the late payment charges/compensation/ amount to compensate the actual costs incurred by the Assignor/Customer based on the following formula; Outstanding principal amount (RM) x BFR + 3.5% or BR + 6.35% [subject to ceiling profit rate] x days of extension/365 days.

8.13 The Purchaser shall have prior to twenty one (21) days of the Due Date, the Purchaser shall issue a written request to the Assignee 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 interest/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. The interest on late payment if imposed by the Bank may be in the form of advance payment of interest for the extension period or otherwise is final and not refundable.

8.14 In the event that the Purchaser for any reason whatsoever (save and except where it is due to the default of the Bank) fails to pay the Balance Purchase Price by the Due Date or the Extended Due Date, as the case may be, the Purchaser shall be deemed to be in breach of the Contract of Sale, and all monies paid to the Bank upon the execution of the Contract of Sale including the Purchase Deposit shall be forfeited absolutely by the Bank and the consequences as set out in paragraph 8.8 shall ensue.

8.15 **TAXES**
The Sale of the subject property may be subject to the liability to pay taxes. In the event that taxes is payable under the transaction, the successful bidder shall pay the amount of taxes in addition to the Purchase Price.

8.16 As from the time of auction sale the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring. The Purchaser further shall not be entitled to any compensation whatsoever from any depreciation thereof arising from cause whatsoever

8.17 The Bank make no representation as to the ownership of furniture fitting and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such a case the Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.

9. WHERE THE BANK IS THE PURCHASER
In the event that the Bank is the successful bidder and so declared the Purchaser by the Auctioneer, the Bank shall have the liberty to set off the Purchase Price against the amount due and owing to the Bank by the Assignor pursuant to the security documents referred to in the Proclamation of Sale.

10. CONSENT
10.1 It shall be the responsibility of the Purchaser to apply for consent from the Developer, the Proprietor/Landowner and/or other relevant authorities (if any) in respect of the sale, assignment and/or transfer of the Property to the Purchaser **(`the Consent')** and to keep the Bank or the Solicitors informed at all times of the developments. All fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or the transfer of the Property by the Developer and/or Proprietor/Landowner shall be borne by the Purchaser.

10.2 The Purchaser shall forward or caused to be forwarded to the Solicitors for Assignee a copy of each of the applications referred to in clause above and a copy of each of the approvals and/or consents when obtained and keep the Solicitors for Assignee informed at all times the status of the applications and the Purchaser and/or their solicitor shall fulfill all the granted subject to conditions imposed by the Developer.

10.3 In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Bank, then the Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Bank shall refund all monies paid by the Purchaser towards account of the purchase price free from interest less costs and fees incurred by the Bank in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against the Bank, the Solicitors, the Auctioneer or any party on account thereof.

11. FAILURE TO OBTAIN CONSENT/SALE SET ASIDE
11.1 In the event of the sale being set aside for any reason whatsoever whether by the Bank or by an Order of Court or consent cannot be obtained for any reason not attributable to the default, neglect and/or omission on the part of the Purchaser and/or the Purchaser's agent and/or the Purchaser's solicitors, the Contract of Sale shall with the written consent of the Bank, be deemed rescinded.

11.2 Upon such rescission the Bank shall refund to the Purchaser free of interest all monies received by the Bank from the Purchaser towards account of the Purchase Price in exchange for the return of all documents (if any) which may have been forwarded by the Bank to the Purchaser and/or the Purchaser's agent and/or the Purchaser's solicitors. Upon payment by the Bank in this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Bank, the Solicitors and the Auctioneer or their servants or agents.

12. COMPLETION
12.1 As soon as practicable after receipt in full by the Bank of the Balance Purchase Price together with all interest on late payment (if any), the Bank shall execute or caused to be executed in favour of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer and/or the Proprietor/Landowner and the original purchaser and over the Property (`the Deed of Assignment').

12.2 The Deed of Assignment shall be prepared by the Purchaser's solicitors upon such terms and conditions stipulated by the Bank at its absolute discretion. The said documents shall be forwarded to the Bank within thirty (30) days from the date Bank received full balance of auction price. In the event such relevant documents are submitted after the said period the Bank shall not be held liable for any claims whatsoever by developer or relevant authorities due to the delay in execution of the documents.

12.3 The Bank shall upon such execution forward to the Purchaser or the Purchaser's financier or their solicitors, as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in the possession of the Bank ("the Related Documents").

12.4 The Bank shall deliver such original or duplicate or certified true copy(ies) of the Related Documents as in the Bank possession to the Purchaser or the Purchaser's financier or their solicitors as the case may be.

12.5 The Purchaser shall bear all costs and expenses including but not limited to the legal, stamp and registration fees of and incidental to the perfection of the Deed of Assignment and in the event of the individual title/strata title has been or is issued, the transfer of the title over the Property to the Purchaser.

13. DESCRIPTION OF THE PROPERTY

13.1 The Property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described.

13.2 All intended bidders including the Purchaser shall be deemed to have sought independent legal advice, made necessary enquiries, searches and inspection of the Property and is satisfied with the identity, description, state and condition of the Property.

13.3 In the event of any error, misstatement, omission and/or misdescription of any kind relating to the Property in the Proclamation of Sale or any other documents, such error, misstatement, omission and/or misdescription shall not in any manner annul the sale, nor shall there be any adjustment of the Purchase Price nor shall compensation be allowed nor shall the Bank be open to any liability of any form.

13.4 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

13.5 If the land or floor area of the property is found to be less that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such party and neither the Assignee/ Bank , the Assignee/ Bank's solicitors nor the Auctioneer shall in any way 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.

14. NO VACANT POSSESSION

14.1 The Purchaser shall upon full payment of the Balance Purchase Price together with all interest on late payment (if any) be entitled at his own costs and expenses to take possessions of the Property.

14.2 The Bank shall not be under any obligation whatsoever to deliver vacant possession of the Property or to forward to the Purchaser or any party any keys to the Property.

14.3 The Property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous Sale and Purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.

15. OUTGOINGS

15.1 **Apportionment on any arrears of quit rent, assessment rate and maintenance charges ONLY which is lawfully due i.e. which is unpaid for up to maximum 6 years preceding the successful auction date in respect of the property up to the date of sale shall be paid by the Bank upon receipt of full auction proceeds and any such sums due and payable after the date of sale shall be borne by the Purchaser. Successful Bidder is urge to submit their claim to the Bank within sixty (60) days from the date of payment of balance purchase money (or any extended period allowed by the Bank); any subsequent claims made thereunder will not be entertained by the Bank and the same shall be borne by the Purchaser solely. The Assignee/Financier shall not be liable to make payment or deduct from the proceeds of sale any outstanding utilities/bills relating to the property namely water, electricity, telephone, gas or sewerage charges, administration charges and other utilities.**

All other fees, costs and charges relating to the transfer and assignment of the property including any revival cost for abandoned project (if any) shall also be borne solely by the successful Purchaser. Intending Purchaser shall make his own inquiries in respect thereof and the Purchaser shall be deemed to have full knowledge of the same.

15.2 Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that **any arrears** of **quit rent, assessment rate and maintenance charges ONLY** which is lawful due i.e, which is unpaid for up to a maximum of 6 years preceding the successful auction date (the Bank reserves the right to refuse to pay any sum not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to date of auction sale of the subject property shall be paid by the Bank out of the balance purchase money and in any event upon the Bank's receipt of the balance purchase money in cleared funds.

15.3 The **above outstanding charges** shall only be paid to the Purchaser by the Bank PROVIDED ALWAYS:-

15.3.1 that the Bank is in receipt of the balance **money within ninety (90) days from the date of the auction (or any extended period allowed by the Bank);**

15.3.2 that the Purchaser has duly settled the outstanding charges on its own and **the relevant receipts of the outstanding charges duly paid are forwarded to the Bank within sixty (60) days from the date of payment of balance purchase money (or any extended period allowed by the Bank);**

15.3.3 in the event such **relevant receipt of the outstanding charges duly paid** are not submitted **within sixty (60) days from the date of payment of purchase money (or any extended period allowed by the Bank)**, any subsequent claims made there under will not be entertained by the Bank and the same shall be borne by the Purchaser solely.

15.4 Herein shall imposed obligations on the part of the Purchaser to pay all outstanding utilities bills namely water, electricity, telephone, sewerage, Indah Water Konsortium Sdn. Bhd. charges, profit charges, fines, penalties or other charges of personal nature due and payable by the Assignor 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 Bank's Solicitors for approval. The Purchaser shall bear the Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal fees, stamp duty and the 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.

15.5 In the event there is any balance money by way of outstanding progressive payments payable or any other claims and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer on its own and there shall be no deduction whatsoever from purchase price.

16. RISK

16.1 With effect from the date of the Contract of Sale, solely as between the Purchaser and the Bank, the risk relating to the Property shall be that of the Purchaser as regard to loss and/or damage (full or partial) of whatsoever nature or howsoever occurring to the Property.

16.2 The placement of risk as herein provided shall be solely as between the Purchaser and the Bank for the purpose of determining the liability of the parties to the Contract of Sale and shall not in any manner affect or intended to affect the insurance policy which may be subsisting or which may be taken up to cover the Property.

16.3 Unless expressly provided herein, the Bank, the Solicitors and the Auctioneers or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchasers, including but not limited to liability in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the Property whatsoever and howsoever caused or arising.

17. NO ASSIGNMENT/NOMINATION

17.1 The Purchaser shall not without the written consent of the Bank, be entitled to nominate a third party to be the purchaser or assignee of the Property nor shall the Purchaser be entitled to assign his rights, title, interest and benefits under the Contract of Sale to any party.

17.2 The Bank's decision to withhold or to grant the consent or to permit or disallow nomination and/or assignment by the Purchaser shall be at the absolute discretion of the Bank.

18. GOVERNMENT ACQUISITION

18.1 The Bank has not received any notification of any acquisition by the acquiring authority of the whole or any part of the Property. In the event of any such acquisition or intended acquisition the sale of the Property shall not be annulled nor there be any adjustment or abatement of the Purchase Price. In this respect, upon full payment of the Purchase Price by the Purchaser to the Bank together with all interest on late payment (if any) all compensation which may be paid by the acquiring authority shall belong to the Purchaser.

19. TIME OF THE ESSENCE

19.1 Time wherever mentioned herein shall be of the essence.

19.2 Notwithstanding that time mentioned herein may be extended from time to time, time shall remain of the essence for and after each extension.

20. LANGUAGES

20.1 The Proclamation of Sale, these conditions of sale and the Memorandum may have been translated and published in different forms and languages. In the event of any discrepancy, misstatement, omission or error appearing in the various forms or languages, this English version shall prevail.

21. DEFINITION

21.1 All headings used herein shall be for ease of reference only and shall not affect the interpretation of these conditions of sale, the Memorandum or the Proclamation of Sale.

21.2 All references to the singular shall include the plural and all references to the masculine gender shall include the feminine gender.

22. SEPARATE DOCUMENT OF TITLE

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 Bank /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 interest affecting the Property , the purchaser shall comply with the restriction in interest and ensure that the sale is completed within the time period stipulated in Clause 8.9 above; and

(c) (i) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the term and conditions contains 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 sale and purchase and/or the transfer of the Property from the Bank/Bank to the Purchaser as may be required;

(ii) 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 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 Bank/Bank, The Bank/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

(iii) 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 expenses (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 Bank /Bank's solicitors for the Bank/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 Bank/Bank's solicitors for the Bank/Bank's or the Bank/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 Assignor as transferee shall only be delivered to the Purchaser of the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provision of Clause 8.9 above and all other moneys(if any) payable by the Purchaser in accordance with the terms and conditions contained herein there Conditions of Sale the Bank/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 Memorandum of Transfer in favour of the Purchaser as transferee.

CONTRACT

MEMORANDUM: - At the sale by Public Auction this **28th day of June 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 05th July 2011 between TL Medic Sdn. Bhd. (Company No. 258195-H) ("the Vendor") and Plentifield Marketing Sdn.Bhd. (Company No. 693333-T) ("the Developer") And Teoh Lian Hong ("the Purchaser) in relation to the property identified as **Developer's Parcel No. C-13-1F, Storey No. First Floor, Building No. Block C, Commercial And Business Centre Melaka** and bearing postal address at at **Unit No. C-1-13, Block C, Pusat Commercial Ayer Keroh, Jalan PKAK 1, Bukit Katil, 75450 Hang Tuah Jaya, Melaka** 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 Purchase and the Solicitors acknowledge receipt of the said deposit on behalf of the Assignee/Financier.

PURCHASER'S PARTICULARS:-

NAME:

NRIC NO:

ADDRESS:

TELEPHONE NO:

RA

PURCHASE MONEY : RM

TAXES (IF APPLICABLE) : RM

DEPOSIT MONEY : RM

BALANCE DUE : RM

_____

SIGNATURE OF PURCHASER(S) / AUTHORISED AGENT

_____

G.RAJAN
LICENSED AUCTIONEER

_____

SOLICITORS FOR THE ASSIGNEE/FINANCIER

NAME:

NRIC NO:

FOR MESSRS RASTAM SINGGA & CO

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 legalprovisions.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 favour of Rajan Auctioneers Bidders Account (BIDDER DEPOSIT). Transaction must be done within one (1) working day before auction date with the following details; **a) Account's Name : RAJAN AUCTIONEERS SDN BHD - ACC2 b) Name of Bank : AFFIN BANK BERHAD c) Account Number : 105750002415 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 Bdders 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.