# PROCLAMATION OF SALE

**IN THE MATTER OF FACILITIES AGREEMENT DATED 09TH NOVEMBER 2010, DEED OF ASSIGNMENT (THIRD PARTY ASSIGNMENT) AND POWER OF ATTORNEY (THIRD PARTY) BOTH DATED 10TH JANUARY 2011**

**BETWEEN**

**RHB BANK BERHAD (COMPANY NO.196501000373 (6171-M).....ASSIGNEE/BANK**

**AND**

**1) PONNUSAMY A/L GANGAN (NRIC NO: 760908-14-5763 / A3443036)**
**2) KALAIVANI A/P SUBRAMANIAN (NRIC NO: 770408-08-5652)….....ASSIGNORS**

**AND**

**PONNUSAMY A/L GANGAN (NRIC NO: 760908-14-5763 / A3443036)…….....BORROWER**

In exercise of the rights and power conferred upon the Assignee under the Facilities Agreement dated 09th November 2010, Deed Of Assignment (Third Party Assignment) And Power Of Attorney (Third Party) both dated 10th January 2011 entered between the Assignee and the said Assignors/Borrower and in respect of the Sale and Purchase Agreement between Assignors and Ramesh Rao A/L Nookanaidu & Banu A/P Dhemadu ("the Vendors") dated 30th August 2010, it is hereby proclaimed that the Assignee/Bank with the assistance of the under mentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW BY

# PUBLIC AUCTION

## ON WEDNESDAY, THE 02ND DAY OF DECEMBER 2026 AT 3.00 P.M.
## AT RAJAN AUCTIONEERS SDN BHD, NO.36A, 1ST FLOOR, JALAN DATO HAMZAH, 41000 KLANG, SELANGOR DARUL EHSAN.

**& Alternatively, prospective bidders may submit bids for the property online via www.rajanauctioneers.com**
**(For online bidding, please register at least one (1) working day before auction day for verification purposes)**

NOTE: Prospective bidders are advised to: (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek 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 this sale is subject to any tax liability.

**PARTICULARS OF SUBJECT PROPERTY:**

| | | |
|---|---|---|
| TITLE | : | The strata title for the subject property has been issued. |
| STRATA TITLE NO / LOT NO | : | Pajakan Negeri 81311 / M1 / 1 / 3, Lot 23132, Accessory Parcel Nos. A25, A3 |
| TOWN/DISTRICT/STATE | : | Bandar Kundang / Gombak / Selangor Darul Ehsan |
| TENURE | : | Leasehold for 99-years expiring on 23/09/2093 |
| FLOOR AREA | : | 83 square metres (893 square feet) |
| PARCEL RENT | : | RM41.00 |
| EXPRESS CONDITION | : | "Bangunan Kediaman" |
| RESTRICTION IN INTEREST | : | "Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri." |
| DEVELOPER | : | GM Build Sdn Bhd (Company No: 142064-K) |
| PROPRIETOR | : | Kumpulan Sri Jayomeisah Sdn Bhd (Company No: 84733-K) |
| ASSIGNORS | : | Ponnusamy A/L Gangan & Kalaivani A/P Subramanian |
| ENCUMBRANCES | : | Assigned to RHB Bank Berhad (Company No:196501000373 (6171-M) |

**LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTY**

The subject property is located within Taman Bayu Permai, 48000 Rawang, Selangor Darul Ehsan.

The subject property is a lower unit townhouse identified as Parcel/Unit No. THB-06-08, Storey No. Ground Level, Taman Bayu Permai and bearing postal address at **No. 15, Jalan BP 21, Taman Bayu Permai, 48000 Rawang, Selangor Darul Ehsan.**

**RESERVE PRICE:**

The subject property will be sold **"as is where is basis"** and subject to a reserve price of **RM 280,000.00 (RINGGIT MALAYSIA: TWO HUNDRED EIGHTY THOUSAND ONLY)** subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulation and covenants which were and may be imposed by the relevant authority. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful bidder ("the Purchaser"). **Online bidders are further subject to the Terms & Conditions on www.rajanauctioneers.com**

All intending bidders are required to deposit **5%** of the fixed reserve price by bank draft / cashier's order only in favour of **RHB Bank Berhad** prior to the auction sale with the undermentioned Auctioneer and the balance of the purchase price together with sales and services tax (if any) and/or other tax that replace SST (if any) is to be settled within **ninety (90) days** from the dated of auction to **RHB Bank Berhad via RENTAS. Detail of payment via RENTAS, please liaise with Messrs T. Rajagopalu & Co.**

For further particulars, please contact **MESSRS T. RAJAGOPALU & CO**, Solicitors for Assignee herein whose address is at Suite 7-3, Seremban City Centre Jalan Pasar, 70000 Seremban Negeri Sembilan. Tel: 06-761 3710 / Fax: 06-761 8672
**[Ref: RG/RHB/3164/2017/SYAFIQAH(PONNUSAMY)]** or under mentioned Auctioneer.

**RAJAN AUCTIONEERS SDN. BHD.**
**No.36A, Tingkat Satu, Jalan Dato Hamzah**
**41000 Klang, Selangor Darul Ehsan**
**Tel: 03-33749312 / H/P: 013-3040041**
**Our Ref: RA/RHB/TRC/NS/4579-25(fz)**

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

# PERISYTIHARAN JUALAN

**DALAM PERKARA PERJANJIAN KEMUDAHAN BERTARIKH 09HB NOVEMBER 2010, SURAT IKATAN PENYERAHAN HAK (PENYERAHAN HAK PIHAK KETIGA) DAN SURAT KUASA WAKIL (PIHAK KETIGA) KEDUA-DUANYA BERTARIKH 10HB JANUARI 2011**

**ANTARA**

**RHB BANK BERHAD (NO. SYARIKAT: 196501000373 (6171-M))…….PIHAK PEMEGANG SERAH HAK/BANK**

**DAN**

**1) PONNUSAMY A/L GANGAN (NO. KP: 760908-14-5763 / A3443036)**
**2) KALAIVANI A/P SUBRAMANIAN (NO. KP: 770408-08-5652)…….PIHAK PENYERAH HAK**

**DAN**

**PONNUSAMY A/L GANGAN (NO. KP: 760908-14-5763 / A3443036)…….PEMINJAM**

Dalam menjalankan hak dan kuasa yang diberi kepada Pihak Pemegang Serah hak dan di bawah Perjanjian Kemudahan bertarikh 09hb November 2010, Surat Ikatan Penyerahan Hak (Penyerahan Hak Pihak Ketiga) Dan Surat Kuasa Wakil (Pihak Ketiga) kedua-duanya bertarikh 10hb Januari 2011, di antara Pihak Pemegang Serah Hak dan Pihak Penyerah Hak dan dalam Perjanjian Jual Beli antara Pihak Penyerah Hak dan Ramesh Rao A/L Nookanaidu & Banu A/P Dhemadu ("Penjual") bertarikh 30hb Ogos 2010, adalah 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 RABU, 02HB DISEMBER 2026 PADA JAM 3.00 PETANG, 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: Penawar yang berminat adalah dinasihatkan agar (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik individu strata berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-syarat Jualan (iii) membuat carian Hakmilik Induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa yang berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputra Warganegara Malaysia sahaja atau melayu sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong.Penawar yang berjaya ("Pembeli") dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan (v) memeriksa dan memastikan samada jualan ini dikenakan cukai.

| **BUTIR-BUTIR HARTANAH** | **:** | |
|---|---|---|
| HAKMILIK | : | Hakmilik strata bagi hartanah ini telah dikeluarkan. |
| NO. HAKMILIK STRATA / NO. LOT | : | Pajakan Negeri 81311 / M1 / 1 / 3, Lot 23132, Petak Aksesori No. A25, A3 |
| BANDAR/DAERAH/NEGERI | : | Bandar Kundang / Gombak / Selangor Darul Ehsan |
| PEGANGAN | : | Pajakan untuk 99-tahun berakhir pada 23/09/2093 |
| KELUASAN LANTAI | : | 83 meter persegi (893 kaki persegi) |
| CUKAI PETAK | : | RM41.00 |
| SYARAT NYATA | : | Bangunan Kediaman |
| SEKATAN KEPENTINGAN | : | Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri. |
| PEMAJU | : | GM Build Sdn Bhd (No. Syarikat: 142064-K) |
| TUANPUNYA | : | Kumpulan Sri Jayomeisah Sdn Bhd (No. Syarikat: 84733-K) |
| PIAHK PENYERAH HAK | : | Ponnusamy A/L Gangan & Kalaivani A/P Subramanian |
| BEBANAN | : | Diserahhak kepada RHB Bank Berhad (No. Syarikat: 196501000373 (6171-M) |

**LOKASI DAN PERIHAL HARTANAH**

Hartanah tersebut terletak di Taman Bayu Permai, 48000 Rawang, Selangor Darul Ehsan.

Hartanah tersebut adalah sebuah rumah bandar unit bawah dikenali sebagai Petak/Unit No. THB-06-08, Tingkat No. Tingkat Bawah, Taman Bayu Permai dan mempunyai alamat surat-menyurat di **No. 15, Jalan BP 21, Taman Bayu Permai, 48000 Rawang, Selangor Darul Ehsan.**

**HARGA RIZAB:**

Harta ini dijual **"keadaan seperti mana sediada"** dengan harga rizab sebanyak **RM 280,000.00 (RINGGIT MALAYSIA: DUA RATUS LAPAN PULUH RIBU SAHAJA)** dan tertakluk kepada syarat-syarat Jualan dan melalui penyerahan hakkan dari Pemegang Serahak, tertakluk kepada kelulusan di perolehi oleh pihak Pembeli daripada pihak berkuasa, jika ada, termasuk semua terma, syarat dan perjanjian yang dikenakan dan mungkin dikenakan oleh Pihak Berkuasa yang berkenaan. Pembeli bertanggungjawab sepenuhnya untuk memperolehi dan mematuhi syarat-syarat berkenaan daripada Pihak Berkuasa yang berkenaan, jika ada dan semua kos dan perbelanjaan ditanggung dan dibayar oleh Pihak Pembeli.**Pembeli atas talian (online) juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam www.rajanauctioneers.com**

Pembeli yang berminat adalah dikehendaki mendeposit kepada Pelelong **5%** daripada harga rizab dalam bentuk Bank Draf atau Cashier's Order di atas nama **RHB Bank Berhad** sebelum lelongan awam dan baki wang belian bersama-sama dengan segala cukai jualan dan perkhidmatan (SST) dan/atau cukai yang menggantikan SST hendaklah dibayar dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan kepada **RHB Bank Berhad melalui RENTAS. Butir-butir pembayaran melalui RENTAS, sila berhubung dengan Tetuan T. Rajagopalu & Co.**

Untuk maklumat lanjut, sila berhubung dengan **TETUAN T. RAJAGOPALU & CO,** peguamcara bagi pihak pemegang serah hak yang beralamat di Suite 7-3, Seremban City Centre Jalan Pasar, 70000 Seremban Negeri Sembilan. Tel: 06-761 3710 / Fax: 06-761 8672 **[Ruj: RG/RHB/3164/2017/SYAFIQAH(PONNUSAMY)]** atau pelelong yang tersebut dibawah.

**RAJAN AUCTIONEERS SDN. BHD.**
**No.36A, Tingkat Satu, Jalan Dato Hamzah,**
**41000 Klang, Selangor Darul Ehsan**
**Tel: 03-33749312 / H/P: 013-3004041**
**Ruj Kami: RA/RHB/TRC/NS/4579-25(fz)**

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

# CONDITIONS OF SALE

**1.** This sale by Public Auction is made by **RHB Bank Berhad** ("the Assignee") in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the **Facilities Agreement dated 09th November 2010, Deed Of Assignment (Third Party Assignment) And Power Of Attorney (Third Party) both dated 10th January 2011,** executed by **Ponnusamy A/L Gangan & Kalaivani A/P Subramanian ("the Assignors/Borrowers")** in favour of the Assignee and is made subject to all condition 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 any 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 / the fall of the hammer and either after or without declaring the reserved price. In the event 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 the **Facilities Agreement dated 09th November 2010, Deed Of Assignment (Third Party Assignment) And Power Of Attorney (Third Party)** 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.** Each bid will be called for 3 times, "First Calling, "Second Calling", "Third Calling". Registered bidders may submit their bid at any of these stages of biddings by entering the bid amount.

**5.** When systems display "Final Call", no further bids will be accepted by the Auctioneer.

**6**. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

**7.** 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 to another date.

**8.** All intending bidders **(with the exception of the Assignee)** are required to deposit with the Auctioneer **the sum equivalent to 5%**of the fixed reserve price for the property by **BANK DRAFT** or **CASHIER'S ORDER** only made in favour of **RHB Bank Berhad** prior to the auction sale **or remit the same through online banking transfer, one (1) working day before auction date.** However the Auctioneer may with the concurrence of the Assignee or the 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 to 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 of 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 Economic Planning Unit (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 11 hereof but subject to Clause 22 hereof.

**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 8 above and the sum equivalent to **5%** of the successful bid either in **CASH** or **BANK DRAFT** in favour of **RHB Bank Berhad** or remit the same through online banking transfer and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 8 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 12.

**10.** In the event the Purchaser fails to pay a deposit equivalent to **5%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 8 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.

**11.** The balance of the purchase price 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

**11.1 bank draft or cashier's order only in favour of RHB Bank Berhad; OR**

**11.2 to remit payment directly to the Assignee via RENTAS subject to Clause 37 herein.**

However, the period of ninety (90) days may be extended by the Assignee **in its absolute discretion**, provided that the Purchaser shall have prior to the expiry of the said period, issue a written request to the Assignee applying for an extension of time and the Assignee may: (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 5% 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 at such rate as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser**.**

**12.** In default of such payment of the balance of the purchase price within the time and in the manner stipulated in Clause 11 above, the deposit paid pursuant to Clause 8 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 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.

**13.** Upon full payment of the balance of the purchase of the purchase price 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 expenses (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 disbursements 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 Deed of Assignment, the original Sale and Purchase Agreement and original copy of the **Facilities Agreement dated 09th November 2010, Deed Of Assignment (Third Party Assignment) And Power Of Attorney (Third Party)** and other security documents ( if any ) and if any of the aforesaid documents is not available, the Assignee shall provide certified copies thereof. For this purpose, the Purchaser hereby agrees that the Deed of Assignment to be executed by the Assignee shall be in the form duly approved by the Assignee. *The Purchaser undertakes to forwards to the Developer the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required by Section 22D(2) of the 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 receipt to the Assignee or the Solicitors.*

**14.** 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 occuring.

**15.** The purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

**16.** 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, taxes, maintenance charges, assessment rate, insurance, sinking fund and late charges and other outgoings (hereinafter collectively referred to as "outstanding charges" ) which may be lawfully due **(the Assignee reserve the rights to refuse to pay any sums not lawfully due or any sums which remains unpaid for the period exceeding 6 years preceding the successful auction date)** to any relevant authority or the Developer **or to the Joint Management Committee or to anybody/corporation/entity responsible for managing/maintaining the property** up to the date of auction sale of the subject property shall be paid by the Assignee out of the balance purchase money.

**16.1** It shall be the responsibility of the Purchaser to check with relevant authority or the Developer on the outstanding charges and submit claim to the Assignee within 90 days from the auction date or extended terms **as agreed by the Assignee** failing which the claim(s) may not be entertained by the Assignee. All outstanding charges will be paid out from the purchase price subject to a limit not exceeding 50% of the purchase price. Any outstanding charges exceeding 50% of the purchase price shall be borne by the Purchaser.

**16.2** All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee to pay any outstanding water, electricity, telephone, sewerage or other charges of personal nature due and payable by the Assignors to the relevant authority or the developer. In this regard, 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 Solicitors for approval.

**16.3** The Purchaser shall bear Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to 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.

**16.4** Unless otherwise agreed by the Assignee (subject to such terms and conditions as the Assignee may in its absolute discretion impose) **undisbursed loan sum due to the Developer under progressive loan facility (if applicable)** and/or any other monies payable to the Developer and/or Proprietor or any other relevant authority in respect of the Property shall be borne solely by the Purchaser.

**17.** The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or with holding of any nature, that is imposed by any government authority, including, without limitation, any tax by whatever name called, and any interest, fines or penalties in respect thereof, In the event that there is tax payable the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.

**18.** Any other charges as at the date of the auction sale not specified in Clause 16, 16.1, 16.2, 16.3 and 16.4 above (including but not limited to telephone bills, water bills, electric bills and sewerage charges) which is outstanding, shall not be borne by the Assignee.

**19.** The property is sold subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale the purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in -interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.

**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 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 restriction-in-interest, easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to local authorities incurred but not ascertained and any rates made but not demanded). encumbrances and rights, (if any), subsisting thereon or there over 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.** In the event the sale being set aside for any reasons 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 interest less cost, 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, Assignee's 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 and/or demands whatsoever in nature and howsoever caused against the Assignee, Assignee's Solicitors and the Auctioneer or their respective servants or agents.

**23.**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 in favour of the Purchaser 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.

**24.** 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.

**25.**In the event the consent from the Developer/Vendor** and/or other relevant authorities shall be granted subject to the 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 cost 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, Assignee's Solicitors, the Auctioneer or their respective servants or agents.

**26.** 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.
**27.** 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.
**28.** All necessary inquires and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost 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.
**29.** In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
**30.** Unless expressly provided herein, the Assignee, the Assignee 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.
**31.** All statements made in the Proclamation of Sale and Condition 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, Assignee's Solicitors, 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.
**32.** In the event the sale is terminated for any reasons 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.
**33.** 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.
**34.** Time whenever mentioned shall be of essence of this Conditions of Sale.
**35.** The successful Purchaser is advised to appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.
**36.** 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.
**37.If the payment of the balance purchase price under Clause 11 above is made by way of remittance directly to the Assignee via RENTAS, payment must be made accompanied with the following details:**

**For Conventional Accounts (where Assignee is RHB Bank Berhad)**

| | | |
|---|---|---|
| **1. Beneficiary A/c** | **: 18-0903-0018** | |
| **2. RENTAS Code** | **: RHBBMYKL** | |
| **2. Beneficiary Name** | **: RHB Bank Berhad – LRS CCRD/AUC** | |
| **4. Payment Reference** | **: Borrower(s) Name** | **: Ponnusamy A/L Gangan** |
| | **: Bank's NPL Reference No** | **: SMB0000353 / 71440000013022 (213)** |
| | **: OIC Name** | **: Yuen Shiau Lou** |
| **5. Solicitor's Reference** | **: RG/RHB/3164/2017/SYAFIQAH(PONNUSAMY)** | |

**The Assignee or the Solicitors for the Assignee will not be responsible for any delay /costs arising from incorrect /incomplete / omission of RENTAS remittance 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.**

**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 this **02nd day of December 2026,** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits in relation to the property identified as **Parcel/Unit No. THB-06-08, Storey No. Ground Level, Taman Bayu Permai** and bearing postal address at **No. 15, Jalan BP 21, Taman Bayu Permai, 48000 Rawang, Selangor Darul Ehsan** developed by the developer/proprietor as stated in the Proclamation of Sale, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM** _____ and a sum of **RM** _____ has been paid to the Bank by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said Purchase and the Solicitors acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

**PURCHASER'S PARTICULARS:**

**NAME:**

**NRIC NO:**

**ADDRESS:**

**TELEPHONE NO:**

**LOT**

**PURCHASE MONEY : RM**

**TAXES (IF APPLICABLE) : RM**

**DEPOSIT MONEY : RM**

**BALANCE DUE : RM**

**SIGNATURE**

_____

_____

**G. RAJAN**
**LICENSED AUCTIONEER**

_____

**SOLICITORS FOR THE ASSIGNEE/BANK**

**NAME:**

**NRIC NO:**

**FOR MESSRS T. RAJAGOPALU & 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 topoor 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 arealso 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 writtenconsent 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 asa 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 inconsistencybetween 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. 5% 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. 5% of the reserve price.

**5.2.** Payment of the deposit must be made via local bank transfer in favour of Rajan Auctioneers Bidders Account (BIDDER DEPOS IT). Transaction must be done with in one (1) working day before the auction date with the following details; a) Account's Name : **RAJAN AUCTIONEERS SDN BHD - ACC2** b) Name of Bank : **RHB BANK BERHAD** c) Account Number : **21242400054193** 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. 5% of the reserve price. Payment of the deposit must be made to as per mentioned in Proclamation of Sale in favour ofthe Auctioneer in accordance with 5.2 herein above with Swift Code as: RHBBMYKL, Branch :1812424, Jalan Stesyen Klang. Evidence of payment must be uploaded and submitted at rajanauctioneers@gmail.com or WhatsApp to 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 immediatelyto the Auctioneer.

**7. Withdrawal Before Bidding**

7.1. Registered E-Bidders, who have completed the 5% 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 valueof 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 whichthey 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 aft er 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 timebefore 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 5% deposit shall be forfeited by the Assignee/Bank. The property shall be put up for sale again.

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

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

**11. . Applicable Laws and Jurisdiction**

11.1. The usage of the Auctioneer's website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.

11.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

**12. . Confidentiality of Information**

12.1. By accessing the Auctioneer's website i.e. www.rajanauctioneers.com, all online E-Bidder acknowledge and agree that the Auctioneer and its website may collect, retain, or disclose the online E-Bidder information or any information by the Online Bidders online E-Bidder for the effectiveness of services and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.

12.2 E-Bidder shall accept all associated risks when using the service in the Auctioneer's website and shall not make any claim for any unauthorized access or any consequential loss or damage suffered.

12.3 E-Bidder shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.

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

12.5.E-Bidder hereby accept the responsibility that in any event that the password is in the possession of any other person whether intentionally orunintentionally, 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 anyavailable 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 andConditions to any other language (if any), the Online Terms and Conditions in the English language shall prevail.