

# PROCLAMATION OF SALE

IN THE MATTER OF DEED OF ASSIGNMENT (BY WAY OF SECURITY) DATED 27<sup>th</sup> DAY OF JULY, 2021

BETWEEN

BANK KERJASAMA RAKYAT MALAYSIA BERHAD

.....Assignee/Bank

AND

MOHD KHAIRUDDIN BIN HAJI RASHID (NRIC NO.: 870625-11-5385)

.....Assignor/Customer

In the exercise of the rights and powers conferred upon the Assignee/Bank under the **Deed of Assignment (By Way Of Security)** dated 27<sup>th</sup> day of July, 2021 entered into between the Assignor/Customer and the said Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by: -

## PUBLIC AUCTION

VIA ONLINE BIDDING & ONSITE BIDDING

ON THURSDAY, THE 24<sup>TH</sup> DAY OF OCTOBER, 2024 AT 11.00 A.M. IN THE MORNING

AT THE AUCTION ROOM OF HERITAGE AUCTIONEERS SDN BHD,

LOT 2-16B, 2<sup>ND</sup> FLOOR, PKNS COMPLEX, 40505 SHAH ALAM, SELANGOR DARUL EHSAN.

Alternatively, prospective bidders may submit bids for the property online via [www.heritageauctioneers.my](http://www.heritageauctioneers.my)

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

NOTE:- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

- a) Read and fully understand all the terms and conditions of sale herein;
- b) Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities;
- c) Inspect the subject property;
- d) Verify pertinent particulars of the documents;
- e) Verify the postal address of the subject property with the developer;
- f) Check on the issuance of separate individual title for the subject property with developer;
- g) Seek legal advice on the terms and conditions of sale herein;
- h) Make necessary enquiries with the relevant authorities and the developer on the Restriction-In-Interest, Terms and conditions of consent to the sale herein; and
- i) The subject property is sold on "as is where is" basis.
- j) The Assignee Bank is not responsible in obtaining any consent from the Developer and/or state authorities or relevant bodies prior or after the auction sale.
- k) Check and verify whether this sale is subject to any tax liability under the Sales and Services Tax Act 2018 ("SST").
- l) If the property is held under Malay Reserved Land, all intending bidders (especially a company) are required to produce (with the Auctioneer), a Letter of Confirmation from the relevant authority confirming that they come within the definition of a "Malay" company and are allowed to purchase a Malay Reserved Land.
- m) As at auction date, a confirmation letter (if applicable) from the Developer/Proprietor on the details of the Property has been obtained. However, PRIOR to this auction, it is the responsibility and liability of intended bidder to obtain further confirmations from Developer/Proprietor and /or the relevant authorities (whether or not the Property is reserved for Bumiputera or Malay only and the Purchaser's eligibility and qualification to purchase the Property) . The Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser in respect of any of the aforesaid

### PARTICULARS OF PROPERTY:-

Master Title No./ Lot No.	: PN 12797, Lot No. 60417
Town / District / State	: Kuala Terengganu / Kuala Terengganu / Terengganu
Developer's Lot No.	: Parcel No. Unit A-19-5 (Type A), Storey No. 19 <sup>th</sup> Floor, Pangsapuri Ladang Tanjung, together with Accessory Parcel Nos. A-44 (L-43) & A-53 (L-62)
Tenure	: 99 year leasehold expiring on 20 <sup>th</sup> April 2115
Floor Area	: 82.18 square metres (approximately 884.57 square feet)
Developer/Vendor	: LEMBAGA TABUNG AMANAH WARISAN NEGERI TERENGGANU
Proprietor	: LEMBAGA TABUNG AMANAH WARISAN NEGERI TERENGGANU
Beneficial Owner	: MOHD KHAIRUDDIN BIN HAJI RASHID (NRIC NO.: 870625-11-5385)
Encumbrance	: Assigned to BANK KERJASAMA RAKYAT MALAYSIA BERHAD
Category Of Land Use	: Building (Residential)
Express Condition	: "i) Hendaklah didirikan bangunan pangsapuri dan lain-lain bangunan yang berkaitan dengannya sahaja." "ii) Dalam tempoh dua tahun dari tarikh diberimilik atau dalam satu tempoh lanjutan yang diluluskan oleh Pengarah Tanah dan Galian, Terengganu hendaklah didirikan dan disiapkan dengan sempurna bangunan pangsapuri dan lain-lain bangunan yang berkaitan dengannya sahaja mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan."
Restriction In Interest	: "i) Tidak dibenarkan pindahmilik, digadai atau dipajak kecuali mendapat kebenaran Pihak Berkuasa Negeri." "ii) Sekatan kepentingan (i) di atas tidak tertakluk kepada pemilik pertama."
Bumi Lot Status	: Unknown and we assume that the property is Bumi Lot. However, the intended bidders are advised to seek further confirmation from the Developer and/or relevant authorities.

### LOCATION AND DESCRIPTION:-

The subject property is a 3-bedroom apartment unit bearing postal address **Unit No. A-19-05, 19<sup>th</sup> Floor, Pangsapuri Ladang Tanjung, Jalan Sultan Zainal Abidin, 20000 Kuala Terengganu, Terengganu Darul Iman.** **Accommodation:** Living room, dining area, master bedroom with bath/wc, two (2) bedrooms, bath/wc and kitchen.

### RESERVE PRICE:-

The property will be sold on an "as is where is" basis subject to a reserve price of **RM430,000.00 (RINGGIT MALAYSIA FOUR HUNDRED THIRTY THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any. Online bidders are further subject to the Terms & Conditions on [www.heritageauctioneers.my](http://www.heritageauctioneers.my).

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale 10% of the reserve price by **BANK DRAFT** only in favour of **Bank Kerjasama Rakyat Malaysia Berhad remit the same through online banking transfer, one (1) working day before auction date.** For online bidders please refer to the Terms & Conditions on [www.heritageauctioneers.my](http://www.heritageauctioneers.my) on the manner of payment of the deposit and the balance of the purchase money to be settled within **ninety (90) days.**

**CONSENT TO TRANSFER:** The subject property will be sold subject to the consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities if applicable.

**Note:** Particular of the property was based on Valuation report and facility agreements which to the best of our knowledge is true. However bidder should **conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities** and not takes the particular as conclusive. The contract shall not become null and void if there are any discrepancies of the particular of the property.

For further particulars, please apply to **Messrs. Zulpadli & Edham**, Solicitors for the Assignee/Bank at **No. 24, Jalan Perumahan Gurney, 54000 Kuala Lumpur. Ref No.: ZE/L/BKR/MARANG/15325/22(M), Tel No.: 03-2694 6979, Fax No.: 03-2691 1107** or the under mentioned Auctioneer:-

**HERITAGE AUCTIONEERS SDN. BHD. (791253-V)**

**[formerly known as Heritage Auction House Enterprise (001269594-A)]**

Lot 2-14, 2<sup>nd</sup> Floor, PKNS Complex, 40505 Shah Alam, Selangor Darul Ehsan.

Tel/Fax No. : 03-5518 1442/03-5518 1443

Our Ref. : HAH/0007/BKRMB/24

Website : <http://www.heritageauctioneers.my>

Email : [hauctionhouse@gmail.com](mailto:hauctionhouse@gmail.com)

Whatapps : 011-5585 1442

**DATO' MARIANI BINTI HJ. YAHYA (D.I.M.P.)**

**MOHD ZAKIRUDDIN BIN ISMAIL**

**MARIAM BINTI YAHYA**

**SURANI BINTI HAMZAH**

(Licensed Auctioneer)

# PERISYTIHARAN JUALAN

DALAM PERKARA SURATIKATAN PENYERAHAN HAK (SECARA SEKURITI) BERTARIKH 27 HARIBULAN JULAI, 2021

ANTARA

BANK KERJASAMA RAKYAT MALAYSIA BERHAD

....Pihak Pemegang Serahhak/Bank

DAN

MOHD KHAIRUDDIN BIN HAJI RASHID (NO. K/P: 870625-11-5385)

....Pihak Penyerahhak / Pelanggan

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Suratikatan Penyerahan Hak (Secara Sekuriti) bertarikh 27 haribulan Julai, 2021 di antara Pihak Penyerahhak / Pelanggan dan Pihak Pemegang Serahhak/Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

## LELONGAN AWAM

SECARA ATAS TALIAN & BIDAAN LANGSUNG  
PADA HARI KHAMIS, 24HB OKTOBER, 2024, JAM 11.00 PAGI,  
DI BILIK LELONGAN HERITAGE AUCTIONEERS SDN BHD,

LOT 2-16B, TINGKAT 2, KOMPLEKS PKNS, 40505 SHAH ALAM, SELANGOR DARUL EHSAN.

Sebagai alternatif, bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui [www.heritageauctioneers.my](http://www.heritageauctioneers.my)

(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)

NOTA:- Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:

- Membaca dan memahami dengan teliti terma dan syarat-syarat jualan;
- Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan;
- Memeriksa hartanah tersebut;
- Memeriksa butir-butir mustahak dalam dokumen-dokumen;
- Memastikan alamat pos hartanah dengan pihak pemaju;
- Memeriksa dengan pemaju mengenai status pengeluaran hakmilik individu;
- Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini;
- Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan, Terma dan Syarat-syarat kebenaran untuk jualan ini; dan
- Hartanah tersebut dijual dalam keadaan "seperti sedia ada".
- Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.
- Membuat carian tentu-sah iaitu adakah jualan hartanah tersebut akan dikenakan cukai barangan dan perkhidmatan ("SST") atas Akta Cukai Barangan Perkhidmatan 2018
- Jika harta itu dipegang di bawah Tanah Rizab Melayu, semua pembida yang berhasrat (terutama syarikat) dikehendaki mengemukakan (dengan Pelelong), Surat Pengesahan daripada pihak berkuasa yang berkenaan yang mengesahkan bahawa mereka termasuk dalam takrifan syarikat "Melayu" dan dibenarkan membeli Tanah Rizab Melayu.
- Setakat tarikh lelongan, surat pengesahan daripada pihak Pemaju/Tuan Punya Tanah berkenaan dengan butir-butir hartanah telah diperolehi. Walaubagaimanapun, SEBELUM TARIKH LELONGAN, adalah menjadi tanggungjawab dan liabiliti bakal-bakal pembeli/pembida untuk mendapatkan pengesahan lanjut daripada pihak Pemaju/Tuan Punya Tanah dan/atau pihak-pihak berkuasa lain yang berkenaan (sama ada Hartanah yang dilelong telah dirizabkan untuk Bumiputera atau Melayu sahaja dan sama ada bakal-bakal pembeli/pembida layak untuk membeli Hartanah tersebut). Pemegang Serahan Hak/Bank, Peguamcara. Pemegang Serahan Hak/Bank, Pelelong dan ejen adalah masing-masing tidak dalam apa-apa cara membuat sebarang representasi atau waranti berkenaan dengan mana-mana maklumat yang dinyatakan dan tidak akan dalam apa-apa cara bertanggungjawab atau bertanggungjawab kepada Pembeli dalam perkara-perkara yang tersebut di atas.

### BUTIR-BUTIR HARTANAH:-

No. Hakmilik Induk /Lot No. : PN 12797, Lot No. 60417  
Bandar / Daerah / Negeri : Kuala Terengganu / Kuala Terengganu / Terengganu  
No. Lot Pemaju : No. Petak Unit A-19-5 (Jenis A), No. Tingkat 19, Pangsapuri Ladang Tanjung, bersama Petak Aksesori No. A-44 (L-43) & A-53 (L-62)  
Pegangan : Pajak 99 tahun berakhir pada 20hb. April, 2115.  
Keluasan Lantai : 82.18 meter persegi (lebih kurang 884.57 kaki persegi)  
Pemaju/Penjual : LEMBAGA TABUNG AMANAH WARISAN NEGERI TERENGGANU  
Tuan Punya : LEMBAGA TABUNG AMANAH WARISAN NEGERI TERENGGANU  
Pemilik Benefisial : MOHD KHAIRUDDIN BIN HAJI RASHID (NO. K/P: 870625-11-5385)  
Bebanan : Diserahhak kepada BANK KERJASAMA RAKYAT MALAYSIA BERHAD  
Kategori Kegunaan Tanah : Bangunan (Kediaman)  
Syarat Nyata : i) Hendaklah didirikan bangunan pangsapuri dan lain-lain bangunan yang berkaitan dengannya sahaja.  
ii) Dalam tempoh dua tahun dari tarikh diberimilik atau dalam satu tempoh lanjutan yang diluluskan oleh Pengarah Tanah dan Galian, Terengganu hendaklah didirikan dan disiapkan dengan sempurna bangunan pangsapuri dan lain-lain bangunan yang berkaitan dengannya sahaja mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan.  
Sekatan Kepentingan : i) Tidak dibenarkan pindahmilik, digadai atau dipajak kecuali mendapat kebenaran Pihak Berkuasa Negeri.  
ii) Sekatan kepentingan (i) di atas tidak tertakluk kepada pemilik pertama."  
Status Bumi Lot : Tidak diketahui dan pihak kami mengandaikan hartanah tersebut adalah berstatus Lot Bumiputera. Namun, Pembida yang berminat dikehendaki untuk membuat pengesahan lanjut dengan pemaju dan/atau Pihak Berkuasa yang berkaitan.

### LOKASI DAN KETERANGAN HARTANAH:-

Hartanah tersebut adalah sebuah unit pangsapuri 3 bilik tidur beralamat pos di Unit No. A-19-05, Tingkat 19, Pangsapuri Ladang Tanjung, Jalan Sultan Zainal Abidin, 20000 Kuala Terengganu, Terengganu Darul Iman. **Akomodasi:** Bilik tamu, ruang makan, bilik tidur utama bersambung dengan bilik mandi/tandas, dua (2) bilik tidur, bilik mandi/tandas dan dapur.

### HARGA RIZAB:-

Hartanah tersebut akan dijual secara "keadaan sedia ada" tertakluk kepada satu harga rizab sebanyak RM430,000.00 (RINGGIT MALAYSIA EMPAT RATUS TIGA PULUH RIBU SAHAJA) dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada. Pembeli melalui online juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam [www.heritageauctioneers.my](http://www.heritageauctioneers.my).

Semua penawar yang ingin membuat tawaran dikehendaki menandatangani kepada Pelelong, sebelum lelongan 10% daripada harga rizab secara **BANK DERAF** sahaja atas nama Bank Kerjasama Rakyat Malaysia Berhad atau melalui pemindahan perbankan atas talian kepada Pelelong, sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan awam dan baki wang belian hendaklah dijelaskan dalam tempoh sembilan puluh (90) hari.

**KEBENARAN PINDAHMILIK:** Harta tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pemaju dan/atau mana-mana pihak berkuasa lain (jika berkenaan).

Nota: Butir-butir hartanah adalah berdasar Laporan Penilaian dan perjanjian-perjanjian pembiayaan yang mana berdasarkan pengetahuan kami adalah benar. Walaubagaimanapun pembida hendaklah **membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkeajaan. Perjanjian ini tidak akan menjadi terbatal sekiranya terdapat perbezaan berkeajaan butir-butir hartanah**

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Zulpadli & Edham**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **No. 24, Jalan Perumahan Gurney, 54000 Kuala Lumpur. No. Ruj: ZE/L/BKR/MARANG/15325/22(M), No. Tel: 03-2694 6979, Fax No.: 03-2691 1107**) atau Pelelong yang tersebut di bawah ini:-

**HERITAGE AUCTIONEERS SDN. BHD. (791253-V)**

**[dahulunya dikenali sebagai Heritage Auction House Enterprise (001269594-A)]**

Lot 2-14, Tingkat 2, Kompleks PKNS, 40505 Shah Alam, Selangor Darul Ehsan.

Tel/Fax : 03-5518 1442/03-5518 1443

Ruj. Kami: HAH/0007/BKRMB/24

Website : <http://www.heritageauctioneers.my>

Email : [hauctionhouse@gmail.com](mailto:hauctionhouse@gmail.com)

Whatapps: 011-5585 1442

**DATO' MARIANI BINTI HJ. YAHYA (D.I.M.P.)**

**MOHD ZAKIRUDDIN BIN ISMAIL**

**MARIAM BINTI YAHYA**

**SURANI BINTI HAMZAH**

(Pelelong Berlesen)

## CONDITIONS OF SALE

1. This sale is made by **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** (\*the Assignee/Bank\*) in the exercise of the rights and powers conferred upon the Assignee pursuant **Deed of Assignment (By Way Of Security) dated 27<sup>th</sup> day of July, 2021** executed by **Mohd Khairuddin Bin Haji Rashid (NRIC No.: 870625-11-5385)**(\*the Assignors/Customers\*) in favour of the Assignee and is made subject to all conditions and category of land use express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being allowed by the Auctioneer/Assignee shall be the Purchaser but the Assignee / Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to any bidding the property shall at the option of the Assignee be put up again for sale or Assignee/Auctioneer may decide the dispute without a resale.
3. The Assignee be and is hereby at the liberty to bid (without having to pay any deposit whatsoever) and also to withdraw the property from sale at any time before it has been actually held for auction and either after or without declaring the reserve price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due on the said **Deed of Assignment (By Way Of Security) dated 27<sup>th</sup> day of July, 2021** as at the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than the previous bid of the sum to be fixed by the Auctioneer at the time the property is held for auction and no bid shall be retracted. Should there be any retraction from the bidders (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/Auctioneer be put up for sale again or the Assignee/Auctioneer may decide to adjourn the auction sale to another date.
5. **All intending bidders (except the Assignee/Lender) are required to deposit with the Auctioneer 10% of the fixed reserve price for the said property by bank draft only in favour of BANK KERJASAMA RAKYAT MALAYSIA BERHAD or remit the same through online banking transfer, one (1) working day before auction date prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer an authority letter to state that he is acting on behalf of another person, body corporate or firm, prior to the auction. For Bumiputra lot, only Bumiputra are allowed to act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid. 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 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. A Foreign Citizen or Foreign Company is only allowed to bid for the property with the prior consent of the Foreign Investment Committee.**
6. Immediately after fall of the auctioneer's hammer, the Purchaser (other than the Assignee if they are the Purchasers), shall pay to **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid in either CASH or BANK DRAFT as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.
7. In the event that the Purchaser fails to pay the difference between deposit pursuant to Clause 5 and the sum equivalent to 10% of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 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 deficiency in price (if any) which may result from the resale shall be recoverable from the defaulting Purchaser.
8. The balance of the purchase price shall be paid by the Purchaser to the Assignee or to the Assignee's Solicitors within **ninety (90) days without any extension** from the date of auction sale by bank draft or cashier's order only. However, the period of 90 days may be extended by the Assignee in its absolute discretion upon a written request by the Purchaser before the expiry date provided that if any extension is granted, the Assignee in its absolute discretion may impose compensation at the rate to be determined by the Assignee on the balance purchase price calculated on a daily basis for the duration of the extended period granted and such compensation sum shall be paid by the Purchaser in the manner and time stipulated by the Assignee.
9. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clause 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time to be fixed by the Assignee. The cost of such resale together with either the a 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.
10. Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the approval of the Developer and any relevant authorities, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser assigning all the rights and benefits under the Sale and Purchase Agreement entered between the Developer of the property and the Assignor upon the terms and conditions stipulated by the Assignee. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including any administrative or transfer cost that may be due to the Developer, the Assignee shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original or certified true copy of the Sale and Purchase Agreement and the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee and to be prepared by **the solicitor appointed by the Purchaser**.
11. As from the time of the 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 any cause whatsoever.
12. The Purchaser shall admit the identity of the property described herein as the same 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.
13. The Purchaser shall be deemed to have inspected the Property and have notice of all notices and requirements of the State / Local Authorities / Developer or any other relevant authority and all such notices and requirements shall be compiled with by the Purchaser. The Memorandum of Contract has been entered solely as a result of the Purchaser's inspection and on the basis of the terms and conditions of this Memorandum of Contract and not in reliance upon any representation or warranty either written oral or implied made by or on behalf of the Assignee.
14. **Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein, it is hereby agreed that any arrears of quit rent, maintenance charges and assessment rate (hereinafter collectively referred to as "the Outstanding Charges") which may be lawfully due and remain unpaid for up to a maximum of 6 years preceding the successful auction date to any relevant authority or the Developer up to date of auction sale of the subject property shall be paid by the Assignee/Bank out of the balance purchase money. 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/Bank to pay or deduct from purchase money any administrative fees, outstanding water, electricity, telephone, sinking fund, fire insurance, sewerage or any late payment/penalty on the followings: quit rent, maintenance & management charges and assessment rate or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. In this regard, it shall be the duty of the Purchaser to obtain copies of the Outstanding Charges from the relevant authorities and/or the Developer and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's/Bank's Solicitors for approval within Seven (7) days from the date of payment of balance purchase money failing which the Assignee will give Seven (7) days notice to the Purchaser to forward the outstanding charges and after the completion of the notice, if the purchaser failed to comply with the notice, the Assignee will not be held liable to pay the outstanding charges of auction sale.**

14. (a) In the event there is any balance of money by way of outstanding progressive payments together with any interest payable and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer by its own and there shall be no deduction from the purchase price.
15. The property is sold **on an "as is where is" basis** subject to all existing leases, tenancies, caveats and occupiers thereunder and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
16. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
17. The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, tenancies, easements, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded) encumbrances and rights, (if any), subsisting thereon or therefore 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, miss-statement, omission or miss-description shall annul the sale nor shall any compensation be allowed in respect thereof.
18. It is the sole and absolute responsibility of and the onus is on all intending bidders to at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the Property and the auction sale of the Property, and to satisfy themselves on the same and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and conditions of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay only and/or is a low cost property, and matters relating to the ownership of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts owing and obligations pertaining to the Property, and the Purchaser's eligibility and qualification to purchase the Property). The Purchaser shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser in respect of any of the aforesaid.
19. In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale :-
  - (a) The Assignee/Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
  - (b) If there are any restrictions in interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 8 above; and
  - (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required :-
    - (i) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum Of Transfer. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and
    - (ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Bank's solicitors for the Assignee/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office / registry until and unless the memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Bank's solicitors for the Assignee/Bank's or the Assignee/Bank's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 8 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the memorandum of transfer in favour of the Assignor as transferee and/or the Memorandum Of Transfer in favour of the Purchaser as transferee)
20. **In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault (including but not limited to the failure to obtain approval from relevant authorities with regards to the property under "Bumi Lot", "Malay Reserved Land", and Low Cost status), this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive. Upon payment by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims, costs, expenses, interest and/or demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitor and the Auctioneer or their respective servants or agents.**
21. The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities for consent to transfer and to keep the Assignee or the Solicitors informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
22. The Purchaser after the payment of the balances of the purchase price shall at his own and expenses take possession of the property without obligation on the part of the Assignee or his Agent to deliver vacant possession.
23. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.
24. For the purpose of these conditions, time shall be the essence of the contract.

25. 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 any adjustment of the purchase price nor shall compensation be allowed nor shall the bank be open to any liability of any form.
26. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee and **MESSRS. ZULPADLI & EDHAM**, shall under no circumstances bear any liability to the Purchaser.
27. In the event that the sale is terminated for any reason whatsoever, the Purchaser if vacant possession of the Property is delivered, shall redeliver vacant possession of the Property to the Assignee at the costs of the Purchaser immediately upon such termination.
28. The Assignee be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.
29. Prohibited to Act / Bid
  - 29.1. No bankrupts are allowed to bid or act as agent.
  - 29.2. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee and the Property maybe put up for sale again at a date and time to be fixed by the Assignee.
30. Assignment of Rights, Titles, Interest and Benefits  
The Purchaser shall not without the written consent of the Assignee, Developer / Landowner and / or the relevant authorities be entitled to assign his rights, title, interest and benefits under the contract of sale made pursuant hereto of the principal Sale and Purchase Agreement entered between the Developer / Landowner and the original purchaser before the Property has been duly assigned or transferred to him by the Assignee. The Assignee decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.
31. Government Taxes and/or Statutory/Regulatory Imposed Charges, Fees Etc
  - a) For the purpose of this Clause:  
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax ("SST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.  
'Appropriate Authority' means any government or taxing authority.'
  - b) The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any setoff, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
  - c) In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
  - d) The Purchase shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority.
  - e) If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
  - f) All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
  - g) The Purchaser hereby agrees to do all things reasonably by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
  - h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under tis clause on account of Tax.

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# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction held this on **Thursday, 24<sup>th</sup> day of October, 2024** of the property comprised in the foregoing particulars that is to say the right title interest and benefits under the **Deed of Assignment (By Way Of Security) dated 27<sup>th</sup> day of July, 2021** entered into **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** of the one part and **MOHD KHAIRUDDIN BIN HAJI RASHID (NRIC NO.: 870625-11-5385)** of the other part in respect of the Property identified as **Parcel No. Unit A-19-5 (Type A), Storey No. 19<sup>th</sup> Floor, Pangsapuri Ladang Tanjung, together with Accessory Parcel Nos. A-44 (L-43) & A-53 (L-62)** and bearing postal address **Unit No. A-19-05, 19th Floor, Pangsapuri Ladang Tanjung, Jalan Sultan Zainal Abidin, 20000 Kuala Terengganu, Terengganu Darul Iman** the highest bidder stated below has been declared as the Purchaser of the said property for the sum of RM\_\_\_\_\_, who has paid to the Solicitors abovenamed the sum of RM\_\_\_\_\_ by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

**Purchase Money : RM\_\_\_\_\_**

**Deposit Paid : RM\_\_\_\_\_**

**Balance Due : RM\_\_\_\_\_**

**Purchaser's Name:**

**NRIC No :**

**Address:**

**Tel No.:**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER(S)/AUTHORISED AGENT**

**Purchaser's Name: -**

**NRIC No: -**

**Address: -**

**Tel No.: -**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER(S)/AUTHORISED AGENT**

\_\_\_\_\_  
**LICENSED AUCTIONEERS**  
**For Messrs. HERITAGE AUCTIONEERS SDN. BHD.**

\_\_\_\_\_  
**SOLICITORS FOR THE ASSIGNEE**  
**For MESSRS. MESSRS. ZULPADLI & EDHAM**  
**NAME:**



# **ONLINE TERMS AND CONDITIONS**

The Terms and Conditions specified herein shall govern all members of **www.heritageauctioneers.my** (“**HERITAGE AUCTIONEERS SDN. BHD.** website”).

## **1. ELIGIBILITY OF E-BIDDERS**

- 1.1. Parties who are interested to participate in public auction (“E-Bidders”) may do so by logging on to **HERITAGE AUCTIONEERS SDN. BHD.** Website and register as a member.
- 1.2. E-bidders who register as a member to participate in the public auction via **HERITAGE AUCTIONEERS SDN BHD** website shall:
  - a. Be of 18 years and above, sound mind and not an undischarged bankrupt;
  - b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation;
  - c. 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.
- 1.3. E-bidders’ eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

## **2. REGISTRATION OF E-BIDDERS**

- 2.1. E-Bidders shall provide true, current and accurate information to register as a member.
- 2.2. Individual E-Bidders are required to upload copies of identification documents.
- 2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association / Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director’s Resolution shall be uploaded.
- 2.4. E-Bidders only need to register as member once and the registered E-Bidder’s member name and password can be used for the subsequent auctions on the **HERITAGE AUCTIONEERS SDN. BHD.** Website.
- 2.5. 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.
- 2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra 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 **HERITAGE AUCTIONEERS SDN. BHD.** 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.
- 2.7. The registration of an individual or company as a member on the **HERITAGE AUCTIONEERS SDN. BHD.** website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

## **3. HOW TO BID**

- 3.1. E-Bidders may browse through the **HERITAGE AUCTIONEERS SDN. BHD.** website and select the properties they wish to bid.
- 3.2. E-Bidders are required to agree and accept the **HERITAGE AUCTIONEERS SDN. BHD.** website Terms & Conditions before proceeding with the bid.
- 3.3. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **HERITAGE AUCTIONEERS SDN. BHD.** website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding.
- 3.4. 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 via local bank transfer to **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** in favour of **HERITAGE AUCTIONEERS SDN. BHD. (BIDDER DEPOSIT) Account No: 1102244586.** Evidence of the transfer must be uploaded and submitted at the time of registration.
- 3.5. 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 onto the **HERITAGE AUCTIONEERS SDN. BHD.** website latest by 5.00 P.M, at least one (1) working day before the auction date.
- 3.6. Registration shall be subject to verification and approval of **HERITAGE AUCTIONEERS SDN. BHD.** website and subject further to deposit payment being cleared by the bank. Please take note that approval from **HERITAGE AUCTIONEERS SDN. BHD.** 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 **HERITAGE AUCTIONEERS SDN. BHD.** website. Neither **HERITAGE AUCTIONEERS SDN. BHD.** website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidder 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 two (2) working days.
- 3.7. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
  - a. The person’s NRIC copy (front and back); and
  - b. A copy of the relevant Letter of Authorization.
- 3.8. Upon approval and verification by **HERITAGE AUCTIONEERS SDN. BHD.** 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 **EMAIL** to the registered mobile number which allows the registered E-Bidders to bid for their intended property on the auction day.
- 3.9. Bidding may be done via a computer, smart phone or any comfortable device with internet connection.

## **4. BIDDING PROCEDURES**

- 4.1. Bidding shall generally commence based on the sequence of the lot being shown on the **HERITAGE AUCTIONEERS SDN. BHD.** website. However, the Auctioneer has the right to vary this sequence without notice.
- 4.2. It shall be the responsibility of registered E-Bidders to log in through the **HERITAGE AUCTIONEERS SDN. BHD.** website to wait for their turn to bid for the property lot in which they intend to bid.

- 4.3. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder provided that the new reserved price set by the auctioneer shall not exceed the market value and/or the reserved price stated and/or recommended in the Valuation Report relied upon for the auction. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.
  - 4.4. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
  - 4.5. "Standby mode" is displayed, followed by a message stating "Bidding started". Enter your "Start bid".
  - 4.6. Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Registered E-Bidders may submit their bid at any of these stages of biddings by entering the bid amount.
  - 4.7. Any bid by the registered E-bidders shall not be withdrawn once entered.
  - 4.8. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the webpage.
  - 4.9. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through the **HERITAGE AUCTIONEERS SDN. BHD.** website.
  - 4.10. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
  - 4.11. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
  - 4.12. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
  - 4.13. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
  - 4.14. The information shown and/or prompted on the screen handled by the **HERITAGE AUCTIONEERS SDN. BHD.** website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.
- 5. POST PUBLIC AUCTION**
- 5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum of Sale and pay the difference between **10%** of the purchase price and the deposit paid under clause 3.4 above ("differential sum") at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.4 above and the differential sum paid under this clause (If any) to the Assignee Bank.
  - 5.2. Any successful E-Bidders who is unable to attend to sign the Memorandum of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person at **HERITAGE AUCTIONEERS SDN. BHD.** website. The authorised person shall provide the Letter of Authorisation signed by the successful E-bidder together with a copy of his/her identity card to the Auctioneer.
  - 5.3. In the event if there is inconsistency between the personal details and documents uploaded in the **HERITAGE AUCTIONEERS SDN. BHD.** website and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at his discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction.
  - 5.4. The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitor for the Assignee Bank and successful bidder, shall be conclusive evidence for the sale of the Property to the successful bidder.
  - 5.5. The Memorandum of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.
- 6. OTHER APPLICABLE TERMS & CONDITIONS**
- 6.1. All registered E-bidders at **HERITAGE AUCTIONEERS SDN. BHD.** website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
  - 6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein.
  - 6.3. E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.
  - 6.4. The Auctioneer or the **HERITAGE AUCTIONEERS SDN. BHD.** website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at **HERITAGE AUCTIONEERS SDN. BHD.** website.
  - 6.5. **HERITAGE AUCTIONEERS SDN. BHD.** Website is owned and operated by **HERITAGE AUCTIONEERS SDN. BHD.** The E-Bidders agree and accept that **HERITAGE AUCTIONEERS SDN. BHD.** or the Auctioneer or the Assignee Bank in which **HERITAGE AUCTIONEERS SDN. BHD./** Auctioneer acts for or their Solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the **HERITAGE AUCTIONEERS SDN. BHD.** website.
- 7. APPLICABLE LAWS AND JURISDICTION**
- 7.1. The usage of **HERITAGE AUCTIONEERS SDN. BHD.** website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
  - 7.2. 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.
- 8. CONFIDENTIALITY OF INFORMATION**
- 8.1. By accessing this **HERITAGE AUCTIONEERS SDN. BHD.** website, the E-Bidders acknowledge and agree that **HERITAGE AUCTIONEERS SDN. BHD.** website may collect, retain, or disclose the E-Bidder's information or any information by the e-bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
  - 8.2. E-Bidders agree to accept all associated risks when using the service in the **HERITAGE AUCTIONEERS SDN. BHD.** website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
  - 8.3. E-Bidders 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.
  - 8.4. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
  - 8.5. E-Bidders 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 Bidders shall immediately notify **HERITAGE AUCTIONEERS SDN. BHD.**

**9. INTELLECTUAL PROPERTY**

- 9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the **HERITAGE AUCTIONEERS SDN. BHD.** website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from **HERITAGE AUCTIONEERS SDN. BHD.** website.
- 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, **HERITAGE AUCTIONEERS SDN. BHD.** website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

**10. MISCELLANEOUS**

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

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