IN THE MATTER OF HOME FINANCING AGREEMENT (MUSHARAKAH MUTANAQISAH) AND DEED OF ASSIGNMENT BOTH DATED THE 20TH DAY OF MARCH, 2024

BETWEEN

PUBLIC ISLAMIC BANK BERHAD (COMPANY NO. 14328-V) ... ASSIGNEE

AND

RAJIS (NRIC NO. 880710-12-5755)
MIMAH BINTI ABD KADIR (NRIC NO. 900913-12-6796) … ASSIGNORS

AND

RAJIS (NRIC NO. 880710-12-5755) … CUSTOMER

The Property : Lot No. 2K-1-6, Block 2K, Level 1, University Condo Apartments Phase 2, 88450 Kota Kinabalu, Sabah.

Date of Auction : **23rd day of April, 2026 at 3.30 pm**

CONDITIONS OF SALE

1. (a) Unless otherwise stated, the sale is subject to a reserve price and the Assignee reserves the right to bid itself or through its agents at the auction without having to pay any deposit whatsoever and in the event of its becoming the successful purchaser shall set off the purchase price [excluding any taxes imposed thereon] against the amount due on the Musharakah Mutanaqisah Master Agreement and Deed of Assignment both dated the 13th day of December, 2016 ("the Security Documents") as mentioned above on the date of sale including costs and expenses of the sale.

   (b) In the event that the actual Purchase Price is higher than the Reserve Price, the Successful bidder shall immediately remit to the Assignee through the Auctioneer a sum equivalent to the difference between the Deposit and 10% of the actual Purchase Price either in cash or by way of a valid draft or Cashier's Order drawn in favor of **PUBLIC ISLAMIC BANK BERHAD** which together with the Deposit will form the Purchase Deposit.

   (c) The Assignee be and is hereby at liberty to bid for the property at the sale without having to prepare the pre-requisite 10% Deposit. The auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserve 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 Security Documents 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.

2. All interested bidders (with the exception of the Assignee) must prior to the commencement of the auction sale register with and deliver to the appointed auctioneer, 10% of the Reserve Price ("the Deposit") in the form of either a Bank Draft or a Cashier's Order made payable to **Public Islamic Bank Berhad**, and anyone who fails to do so shall not be entitled to bid for the said property (with the exception of the Assignee).

3. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the successful purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the Property shall, at the option of the Auctioneer, be put up again and resold or the Auctioneer may decide the dispute. The Auctioneer's decision in this matter shall be final and binding on the bidders.

4. No bid shall be less in amount than the previous bid, by a sum to be fixed by the appointed auctioneer at the time of the sale and no bidding shall be retracted.

5. Immediately after the fall of the hammer, the successful bidder ("the Purchaser") shall through the Auctioneer hand over to the Assignee's representative attending the auction the Purchaser's Bank Draft or Cashier's Order for the Deposit payable or drawn in favour of **Public Islamic Bank Berhad** as part payment thereof and shall sign the Memorandum of Contract and these Conditions of Sale. The Purchaser shall also at the same time remit to the Assignee through the Auctioneer a further sum equivalent to the difference between the Deposit and 10% of the actual Purchase Price either in cash or by way of a valid draft or cashier's order drawn in favor of **PUBLIC ISLAMIC BANK BERHAD** which together with the Deposit will form the Purchase Deposit. In default of payment of the Deposit, there shall be no sale to the Purchaser and the Property shall forthwith be put up for sale again. The deficiency in price (if any) which may result on such resale or the balance of the purchase price if there is no bid, as the case may be, shall be recoverable from the defaulting purchaser. Online bidders shall be further bound by further Terms & Conditions which can be found on www.eauction2u.com.my in respect to the manner of payment of the Deposit. In the event of any inconsistency between these Conditions of Sale and the Terms and Conditions stated in www.eauction2u.com.my, the latter shall prevail in respect to the online bidders.

6. (a) The balance of the purchase price ***[together with Inward RENTAS Service Charges (if any)]*** shall be paid in full by the Purchaser to the Assignee or to the Solicitors within ninety (90) days from the date of auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details**:-

Beneficiary

- **Name : CPE IBT Settlement account**
- **Account No. : IBS Settlement a/c no. 3-9975140-26**

Payment Details

- **Reference : AUCTION FOR RAJIS - CPE**
- **Description : PIBB/KKCCC/CPE/SNS/JEB/ASG 2903133903(30010) under account Rajis**

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

(c) The Assignee at the request of the Purchaser and at its absolute discretion may grant to the Purchaser an extension of time immediately following the expiry of the aforesaid ninety (90) days to pay the balance of the Purchase Price **together with any prevailing tax (if applicable)** subject to the terms and conditions to be determined by the Assignee.

(d) The Purchase Price shall not include any sales and services tax which shall be borne by the Purchaser in addition to the Purchase Price if any is payable in respect to the auction of the Property herein.

7. Time wherever mentioned in these conditions shall be of the essence. The number of days above shall include the day of the auction sale. If the last day falls on the weekend or public holiday then the last day of payment shall be extended to the next working day. Payments must be made during Government working hours.

8. (a) In default of payment of the balance of the Purchase Price **together with any prevailing tax (if applicable)** within the agreed period provided herein, the Property shall be again put up for sale free from any rights or claims by the Purchaser. The Deposit after defraying expenses of the sale shall be forfeited.

(b) The legal fees, auctioneer fees and any other costs and expenses of, in connection with and/or resulting from such resale together with any deficiency in the price obtained in the resale compared to the price obtained in the aforesaid sale shall be recoverable from the Purchaser. A certificate signed by an officer of PUBLIC ISLAMIC BANK BERHAD as to the legal fees, auctioneer fees and any other costs and expenses in connection with and/or resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

9. The Assignee's interest in the property are by virtue of the Security Documents all dated the 20th day of March, 2024 where the Assignors assigned absolutely his rights title interests and obligations under the Sale and Purchase Agreement dated 15th day of February, 2024.

10. The said Sale and Purchase Agreement and the Security Documents are available for inspection at the office of Messrs. MG's Legal Chambers, Advocates and Solicitors ("the Legal Firm") before the date of the auction. All bidders shall be deemed to have notice of the terms of the Sale & Purchase Agreement and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by law and is further deemed to accept that the title deed to the Property shall be issued upon such terms as shall be permitted in the relevant provisions of the Sabah Land Ordinance Cap 68 and the Land (Subsidiary Title) Enactment 1972. Neither the Assignee, the Auctioneer nor the Legal Firm is obliged to enquire as to whether the Purchaser can eventually take a registered legal interest in the Property auctioned or whether any covenant or condition in the present title deed upon which the Property is constructed has been performed or has expired or otherwise.

11. The **subsidiary title** for the Property has yet to be issued and it is not the duty of the Assignee or the Legal Firm to procure the issuance thereof or to ensure that it will be transferred or be transferrable to the Purchaser. The Purchaser agrees that it shall be the Purchaser's responsibility to seek further confirmation from Developer that they shall agree to a direct transfer of the Property to the Purchaser upon the issuance of the subdivided title by the Land Office.

12. The Assignee undertakes to the Purchaser upon full payment of the purchase price together with any prevailing tax (if applicable) in accordance with the conditions of sale herein that the Assignee shall:-

    (a) not make any claims of any interest over the Property;

    (b) execute any document within its power or authority as Assignee to effect the assignment/ transfer of its right title and interest in the property to the purchaser.

13. The Assignee reserves the right to alter or add to these Particulars and Conditions of Sale at any time prior to the auction sale.

14. With effect from the fall of the hammer at the auction, the Property above described shall be at the sole risk of the Purchaser as regards loss or damage by fire, or other accident or through non-occupation or otherwise.

15. (i) The Purchaser shall admit the identity of the Property purchased by him with that comprised in said Sale and Purchase Agreement. The said Agreement together with house rules and mutual covenants (if any) are deemed to have been inspected read and accepted by the Purchaser before the auction sale.

    (ii) The Purchaser is deemed to have knowledge of contribution and other payments required to be settled or complied with by the Purchaser and such are available for inspection from the auctioneer/solicitors handling the sale.

16. The Property above described is believed and shall be taken to be correctly described and is sold subject to all liabilities and rights (if any) subsisting thereon and is further subject to the terms of the Sale & Purchase Agreement and House Rules (if any). The Assignee is under no obligation to define

or describe the Property and all interest therein and any error, mis-description shall not annul the Auction sale nor entitle the Purchaser to claim for any damages, compensation or otherwise.

17. (a) **All outstanding service and maintenance charges (including penalty interest, late charges and utilities bills), arrears of quit rent and assessment rate (including penalty, attachment warrant and late charges) and any prevailing tax imposed by the Government of Malaysia (if applicable), (hereinafter collectively referred to as "outstanding charges") before or after the date of auction sale of the subject property shall be borne by the Purchaser**

(b) All other outstanding outgoings not mentioned in Clause 17(a) hereof before or after the auction as well as the administrative costs and charges for the consent from the Landowner/ Developer for the assignment/ transfer of the Property to the Purchaser (together with any prevailing tax (if applicable) shall be borne by Purchaser without any obligation arising on the part of the Assignee or the Legal Firm to define the same respectively.

(c) Please seek further confirmation from Developer that they shall agree to direct transfer shall the Individual Title is issued by the Land Office.

18. (a) The Property is sold subject to all outgoings affecting the same at the date of the auction without any obligation on the part of the Assignee to show the creation of or the title of the present claimant in any outgoing or to apportion any outgoing or issuing exclusively out of the property sold and subject also to any existing tenancies and all rights of tenants thereunder (if any) and rights of occupiers thereunder (if any) and to all easements and quasi-easements and right of adjoining owners and others over the Property.

(b) The Assignee will not be liable for any caveats filed by 3rd Party/ies and it is the duty of the Purchaser to remove the caveat at their own cost (if any).

19. Notwithstanding there being no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed of Assignment or the Memorandum of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the Property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action

whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property.

20. The Purchaser is deemed to be aware of the state, condition and occupancy of the Property and **shall be solely responsible to assert his rights as owner upon full payment of the Purchase Price**. However, the Purchaser is prohibited from entering the Property prior to the full payment of the Purchase Price having being made to the Assignee. **It is not the responsibility or obligation of the Assignee, the Auctioneer nor the Legal Firm to deliver or cause to be delivered vacant possession of the Property to the Purchaser**.

21. All purchasers are deemed to have inspected the Property and are deemed to be aware of its state and condition and the same is sold on an "as and where it is" basis.

22. The Assignee has no notice or knowledge of any encroachments or that the Government or any local authority has any immediate intention to acquire the whole or any part of the Property for roads, back lanes or any improvements schemes but if such encroachments 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.

23. All costs of and incidental to the transfer of the Property including any prevailing tax (if applicable) shall be borne by the Purchaser in particular the stamp duty, registration and legal and other fees for the eventual transfer of the subdivided/subsidiary title to the Property to the Purchaser. The Purchaser shall be further responsible to solely pay all the legal cost of the assignment of the rights title and interest in the Property consequent to the auction sale as well as every other sum referred to in the Sale & Purchase Agreement and for whatever purpose.

24. **It is NOT the Assignee nor the Legal Firm's duty to obtain the transfer/re-assignment of the property to the Purchaser neither are they obliged to ensure that the Purchaser can eventually take a registered legal interest in the Property sold.** It is the responsibility of the Purchaser to obtain the Developer's consent to the assignment and/or direct transfer of the said Property to the Purchaser at the Purchaser's own cost and expense. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Developer and/or Landowner will consent to the Assignment and/or direct transfer of the Property to the successful purchaser. The Assignee and the Legal Firm do not provide any warranty whatsoever and the Purchaser agrees to be solely responsible for a proportionate amount of the overall cost.

25. All purchasers shall be deemed to have notice of the nature of the title deed and all covenants, conditions, prohibitions or restrictions expressly stated therein or implied by Law and the relevant provisions of the Sabah Land Ordinance under which the title deed to the Property is to be issued. The Assignee and the Legal Firm is not obliged to ensure or responsible as to whether the Purchaser can eventually take a registered legal interest in the property auctioned.

26. The Purchaser may caveat the parent title to the Property concerned if allowed under the Sale & Purchase Agreement but such caveat shall not restrict the issue of subsidiary or sub-divided titles nor the transfer of the parent or other title to the management corporation. Further the caveat will, upon issuance of the subsidiary title for the Property, be carried forward to the particular title concerned to the exclusion of the remaining titles and the parent or other title.

27. Pursuant to Section 18 and 33 of the Stamp Act 1949 (Act 378) any stamp duty payable shall be borne by the Purchaser alone and shall not be paid out of the proceeds of the sale. The Purchaser shall also pay the legal fees, registration fee and adjudication fee **together with any prevailing tax (if applicable)** for the eventual transfer of the Property.

28. **For the purpose of these proceedings the said Legal Firm is acting solely for the Assignee and is therefore not obliged to advise the purchaser** (including the filing of returns under the provisions of the Real Property Gains Tax Act 1976).

29. The valuation report prepared for the Assignee leading to this auction sale is solely and exclusively for ascertaining the Reserve Price and as such is confidential to the Assignee and Auctioneer. Neither the Assignee, the Auctioneer nor the Legal Firm shall in any way be responsible or liable for any mis-description, mis-representation, error or omission in such report. Any reliance on the report by the Purchaser shall be at his/her own risk.

30. The Assignee is not responsible for the contents of the valuation report prepared to ascertain the market value of the Property.

31. The auction is subject to postponement/cancellation by the Assignee at any time prior to the fall of hammer for whatever reason the Assignee shall think fit and no compensation shall become payable to any intending bidders/Purchaser arising from such postponement/cancellation.

32. In event of any discrepancy, mis-statement or error, appearing in the various translation of the particulars, the English version shall prevail.

33. The decision of the Assignee shall be final and binding in respect of all matters provided for and not provided for under these conditions.

34. These Conditions of Sale, Deed of Assignment and/or the Memorandum of Transfer are documents evidencing a single transaction and for the purpose of Section 4(3) of Stamp Duty Act 1949 (Act 378), Deed of Assignment shall be deemed the principal instrument.

35. The Purchaser hereby agrees and shall indemnify the Assignee and keep the Assignee indemnified against all tax, liabilities, penalties including without limitation to the all actions, proceeding, demands, claims, cost and penalty whatsoever made against the Assignee as a result of and/or incidental to the Purchaser's non-compliance with any of the Purchaser's obligations herein.

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

37. The Purchaser is liable to any present or future, direct or indirect, Malaysia or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any tax such as Sales and Services Tax under the Sales and Services Tax Act 2018 and other taxes, and any interest, fines or penalties in respect thereof. In the event that there is any prevailing tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.

38. Online bidders are deemed to have read, understood and agreed to be bound by the Terms and conditions stated in www.eauction2u.com.my in addition to the terms and conditions hereinstated.

In acknowledgement of the above I/We _____

(NRIC No._____) the Purchaser hereby set my / our hand(s) on

_____ day of _____ 2026.

Signed by the)

said _____) _____

in the presence of :)

)

)

IN THE MATTER OF HOME FINANCING AGREEMENT (MUSHARAKAH MUTANAQISAH) AND DEED OF ASSIGNMENT BOTH DATED THE 20TH DAY OF MARCH, 2024

BETWEEN

PUBLIC ISLAMIC BANK BERHAD (COMPANY NO. 14328-V) ... ASSIGNEE

AND

RAJIS (NRIC NO. 880710-12-5755)
MIMAH BINTI ABD KADIR (NRIC NO. 900913-12-6796) … ASSIGNORS

AND

RAJIS (NRIC NO. 880710-12-5755) … CUSTOMER

MEMORANDUM OF C O N T R A C T

(Subject to the Conditions of Sale Annexed)

At the sale by PUBLIC AUCTION on the **23rd day of April, 2026** ("the Auction") of the property described **Lot No. 2K-1-6, Block 2K, Level 1, University Condo Apartments Phase 2, 88450 Kota Kinabalu, Sabah** ("the Property").

Mr/Mrs/Miss.....

Mr/Mrs/Miss ……..……

("the Purchaser(s)") (Nric No. …..…….

(Nric No. ……

was the highest bidder and was declared the Purchaser of the property as described subject strictly to the Conditions of Sale attached, at the purchase price of Ringgit Malaysia ……

(RM…….....) ("the Purchase Price") and the said Purchaser(s) has paid to the Assignee the sum of Ringgit Malaysia …… ……. (RM….....) only as a Deposit ("the Deposit") and agrees to pay the balance of the purchase price and complete the purchase in accordance with and subject to the annexed Conditions of Sale. The Assignee hereby acknowledges receipt of the Deposit.

The breakdown of payment of the Purchase Price is as follows

Purchase Price RM.....
Prevailing tax imposed by the Government of Malaysia (if applicable)

Deposit paid RM.....

Balance due RM.....

I/We……..

(Company No./Nric No……

Hereby acknowledge receipt of the Deposit (Cash/Cashier's Order/Bank Draft No……..……) on behalf of the Legal Firm.

Legal Firm (Messrs. MG's Legal Chambers)

Signature : …….

Chop : ……..

Purchaser

Name : ……..

NRIC/Company No ……..

Address : ……

Tel : ……...

Fax : ……...

Signature : ……

Chop (if applicable) .....……

Auctioneer

Signature : ……

Chop : …….

Dated this ……day of …….

(This Memorandum of Contract is subject to the terms and conditions stipulated in the annexed Conditions of Sale)

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of **www.eauction2u.com.my**. (**PGAF Website**)

IMPORTANT

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with PUBLIC BANK BERHAD /PUBLIC ISLAMIC BANK BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a PUBLIC BANK BERHAD /PUBLIC ISLAMIC BANK BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full. These terms and conditions are in addition to and NOT in substitution of the Conditions of Sale

1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

1.1. Any interested party who intend to participate in the online public auction ("E-Bidders") auction can register as a user by logging onto **PGAF Website**

1.2. To participate in the online public auction, the party shall:
a) be an individual: 18 years and above, of sound mind and not a bankrupt;
b) be a corporate body: incorporated under the laws of Malaysia and must not be in liquidation and 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. To register as a user, a party is required to submit/upload the following documents through **PGAF Website**:
a) Individual: Photocopy of NRIC/Passport
b) Corporate:
   i) Memorandum and Articles of Association/Constitution of company
   ii) Board of Directors Resolution
   iii) Form 24, Form 44, From 49 or equivalent under companies Act 2016 or other applicable laws and a duly signed Board of Director's Resolution.

1.4. E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.

1.5. E-Bidders only need to register once with true, current and accurate information provided and this registration can be applied for future auctions on **PGAF Website.**

1.6. E-bidders are responsible to identify the property correctly and to ensure that all the details and description are correct and accurate before bidding.

1.7. It is the sole and absolute responsibility of all intending E-Bidders and at the E-Bidders' own costs and expenses, 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 Bumiputera or Malay Reserved 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, **PGAF website** and their respective agents or servants do not in any way make 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.

1.8. The registration of an individual or company as an E-Bidder on the **PGAF website** shall not be construed as approval of eligibility of the intended bidder to conclude the auction sale.

2. ONLINE PUBLIC AUCTION PROCESS

2.1. E-Bidders may browse through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and select the
properties they wish to bid & click VIEW DETAIL to see more.

2.2. Bidders need to click REGISTRATION FOR ONLINE BIDDER button.

2.3. E-Bidders are required to agree and accept the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website Terms & Conditions before proceeding with the bid.

2.4. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale.

2.5. 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 *MALAYAN BANKING BERHAD* in favor of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. *(BIDDER DEPOSIT)* ***Account No: 5101 4363 7398***. Evidence of the transfer must be uploaded and submitted at the time of registration.

2.6. 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 **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website latest by 3.00 P.M, at least one (1) working day before the auction date.

2.7. Registration shall be subject to verification and approval of **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website and subject further to deposit payment being cleared by the bank. Please take note that approval from **PG ACT FAST AUCTION (SABAH) 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 **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website. Neither **PG ACT FAST AUCTION (SABAH) 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 (3) working days.

2.8. After Online Registration done, bidder can view the status of approval at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website under PROFILE after LOGIN using the same registered email **(Rejected/Pending/Approved)**

2.9. 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.

2.10. Upon approval and verification by **PG ACT FAST AUCTION (SABAH) SDN. BHD** administrator and subject to the deposit payment being cleared by the bank,registered E-Bidders can view the status of approval at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website under PROFILE after LOGIN using the same registered email **(Rejected/Pending/Approved)**

2.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

3. Bidding Process

3.1 Bidders have to login at **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website using the same registered
email 30 minute before Auction Time.

3.2 Bidders have to click VIEW BID SCREEN BUTTON beside the status to show the bidding screen. Once enter the bidding screen bidders will be on STANDBY MODE 30 minute before the auction started.

3.3 Bidding shall generally commence based on the sequence of the lot being shown on the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. Website. However, the Auctioneer has the right to vary this sequence without notice.

3.4 It shall be the responsibility of registered E-Bidders to log in through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website to wait for their turn to bid for the property lot in which they intend to bid.

3.5 The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes EBidder as well as on-site bidders.

3.6 Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.

3.7 "Standby mode" is displayed, followed by a message stating "AUCTION STARTED". Enter your BID by clicking "NEXT BID" button.

3.8 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 click the bid amount.

3.9 Any bid by the registered E-bidders shall not be withdrawn once entered.

3.10 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 BIDDING SCREEN.

3.11 When system displays “NO MORE BIDS”, no further bids will be accepted by the Auctioneer, whether on-site or through the **PG ACT FAST AUCTION (SABAH) SDN. BHD**. website.

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

3.13 The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.

3.14 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.

3.15 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.

3.16 The information shown and/or prompted on the screen handled by the **PG ACT FAST AUCTION (SABAH) 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.

4. POST ONLINE PUBLIC AUCTION PROCEDURES

4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale 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 the sale will be deemed cancelled/terminated and the property may be put up again 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 required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.

4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.

4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **PGAF 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 its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.

4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.

5. OTHER APPLICABLE TERMS & CONDITIONS

5.1. All registered E-bidders at **PGAF website** shall undertake to fully comply with the Terms and Conditions herein. In addition all successful E-Bidders shall also be bound by the terms and conditions as stipulated in the Proclamation of Sale.

5.2. The Auctioneer may from time to time vary, modify or delete any terms and conditions herein without having to give prior notice to the registered E-bidders.

5.3. 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 the bidding made by the E-Bidders.

5.4. The Auctioneer or the **PGAF Website** shall not be held liable for any disruptions delays, failures, errors, omissions or loss of information due to the unsatisfactory internet access or any online interruption that may howsoever occur during the process of the online public auction at **PGAF**

Website.

5.5. **PGAF Website** is owned and operated by **PG ACT FAST AUCTION (SABAH) SDN BHD (PGAF).** The E- bidders agree and accept that **PGAF** or the Assignee Bank in which **PGAF** 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 **PGAF Website**.

6. GOVERNING LAW

6.1. The Terms and Conditions contained in the **www.eauction2u.com.my** shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

7. PERSONAL DATA PROTECTION ACT

7.1. **PGAF** is committed to protecting the privacy, confidentiality and security of all personal data to which it is entrusted.

It has been our policy to ensure your personal information are protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), we are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.

We process personal data which you have provided to us voluntarily through our website upon your registration and this includes personal data such as your name, address, NRIC and contact details. In this regards, you have expressly consent to our processing of your personal data.

If you give us personal data or information about another person, you must first confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request your assistance to procure the consent of such persons whose personal data is provided by you to us and you agree to do so. You shall indemnify us in the event we suffer loss and damage as a result of your failure to comply with the same.

We will only retain your personal data for as long as necessary for the fulfilment of the specified purposes or as legislated

7.2. 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.

7.3. 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. In the event that the password is compromised, the E-Bidders shall immediately notify **PGAF**.

8. COPY RIGHT AND INTELLECTUAL PROPERTY

8.1. All information (inclusive of data, text, image) displayed in **www.eauction2u.com.my** shall not be used or published in other channels without the express written permission of **PGAF**. **PGAF** has the right to use any available legal remedies which may include the demand for factual or statutory damages, solicitor's fees and injunctive relief for any violation of **PGAF**'s intellectual property rights.

9. MISCELLANEOUS

9.1 In the event that there is any inconsistency, discrepancy, errors or misstatement appearing in the translation of the particulars and the online terms and conditions to any other language (if any), the terms and conditions in the English version shall prevail.