

IN THE MATTER OF A FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND
POWER OF ATTORNEY ALL DATED 15TH FEBRUARY 2012

BETWEEN

PUBLIC BANK BERHAD (CO. NO. 6463-H)

... ASSIGNEE

AND

TAN TIANG LAI (NRIC NO. 631204-12-5085)

...ASSIGNOR

The Property : One (1) intermediate retail unit known as Unit No. F-251, First Floor, 1 Borneo
Hypermall, Jalan Sulaman, 88450 Kota Kinabalu, Sabah

Date of Auction : **25th day of July, 2024 at 2.30 p.m.**

CONDITIONS OF SALE

1. a) Unless otherwise stated, the sale is subject to a reserved price and the Assignee reserves the right to bid itself or through its agents at the auction and in the event of it becoming the successful purchaser shall set off the purchase price against the amount due on the said Agreements as mentioned above on the date of sale plus costs and expenses of the sale.

b) 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 reserved price. In the event the Assignee becoming the Purchaser, the Assignee is at liberty to set off the Purchaser Price against the amount due and owing under the said Facilities Agreement, Deed of Assignment and Power of Attorney 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 must prior to the commencement of the auction sale deliver to the appointed auctioneer, the deposit of 10% of the reserved price, and anyone who fails to do so shall not be entitled to bid for the said property.
1. 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.

2. 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.
3. Immediately after the fall of the hammer, the successful purchaser ("the Purchaser") shall pay to Messrs Shim Pang & Co., Advocates and Solicitors ("the Legal Firm") a deposit of ten per centum (10%) of the amount of the reserved price by cashier's order or bank draft payable or drawn in favour of **Public Bank Berhad** as part payment thereof and shall sign the Memorandum of Contract and this Conditions of Sale. In default of payment of such deposit, the property shall forthwith be put up for sale again. 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.
4. (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** : **JPI IBT Settlement account**
- **Account No.** : **IBS Settlement a/c no. 3-9975278-17**

Payment Details

- **Reference** : **2-0909742-34 (00010)**
- **Description** : **PBB/KKCCC/JPI/SNS/JEB/CMS/2090974234(00010)
under account of Tan Tiang Lai**

- (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 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. In default of payment of the balance of the purchase price **together with any prevailing tax (if applicable)** within the period allowed, 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.
9. The Assignee's interest in the property are by virtue of a Deed of Assignment dated **15th February 2012** ("Deed of Assignment") where the Assignor assigned absolutely his rights title interests and obligations under a Sale and Purchase Agreement dated the **24th October 2011** ("the Sale and Purchase Agreement").
10. The said Sale and Purchase Agreement and the Deed of Assignment are available for inspection at the office of the legal firm before the commencement of bidding. 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 not been 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 transferable 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 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. As from time of 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 maintenance charges, quit rent, assessment, amount due, etc to the Management Corporation and/or Developer is to be borne & payable by the Successful Bidder.
- (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 Developers 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. 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 **together with any prevailing tax (if applicable)** 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 said Property to the Purchaser.**
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. 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.

22. 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.
22. (a) **It is not the Assignee nor the Legal Firm's duty to obtain the transfer/re-assignment of the property to the Purchaser.** It is the responsibility of the Purchaser to obtain the Developer's consent to the assignment of the said property to the Purchaser. 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 of the said 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.
- (b) The Purchaser shall seek further confirmation from Developer that they shall agree to direct transfer shall the Individual Title is issued by the Land Office.
23. 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.
24. 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.
25. 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.
26. **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).
27. 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.

28. The Assignee is not responsible for the contents of the valuation report prepared to ascertain the market value of the Property.
29. 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.
30. In event of any discrepancy, mis-statement or error, appearing in the various translation of the particulars, the English version shall prevail.
31. The decision of the Assignee shall be final and binding in respect of all matters provided for and not provided for under these conditions.
32. These Conditions of Sale, Deed of Assignment and 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.
33.

(a) **In the event that the sale of this Property is subject to any prevailing tax (if applicable). IN THE EVENT** that there is tax payable under **any prevailing tax (if applicable)**, the successful bidder **shall pay the amount of tax for the time being due or payable under any prevailing tax (if applicable) in addition to the Purchase Price.**

(b) **The Purchaser hereby agrees and shall indemnify the Assignee and keep the Assignee indemnified against all tax, liabilities including without limitation to the liability of the Purchaser to pay tax under any prevailing tax (if applicable) and including 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 provisions of prevailing tax (if applicable) and/or the Purchaser's obligations herein.**
34. Time whenever mentioned shall be of essence of this conditions of sale.
35. 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 herein stated.

In acknowledgement of the above I/We _____ (NRIC
No. _____) the Purchaser hereby set my / our hand(s) on _____
day of _____ 2024.

Signed by the _____)
said _____) _____
in the presence of : _____)
_____)
_____)
_____)
_____)

BY PUBLIC AUCTION

**IN THE MATTER OF A FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND
POWER OF ATTORNEY ALL DATED 15TH FEBRUARY 2012**

BETWEEN

PUBLIC BANK BERHAD (CO. NO. 6463-H)

... ASSIGNEE

AND

TAN TIANG LAI (NRIC NO. 631204-12-5085)

...ASSIGNOR

MEMORANDUM OF CONTRACT

(Subject to the Conditions of Sale Annexed)

At the sale by PUBLIC AUCTION on the **25th day of July, 2024** (“the Auction”) of the property described as an intermediate retail unit known as **Unit No. F-251, First Floor, 1 Borneo Hypermall, Jalan Sulaman, 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

Messrs Shim Pang & Co., (“the Legal Firm”) as agent of the Assignee the sum of Ringgit Malaysia

.....
(RM.....) by way of deposit (“the Deposit”) and agrees to pay the balance

of the purchase price and complete the purchase subject to the annexed Conditions of Sale and the Legal Firm hereby acknowledge receipt of the said deposit.

Purchase Money RM.....

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

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, Form 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 on 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.