

PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITY AGREEMENT DATED 24TH NOVEMBER, 2008, DEED OF ASSIGNMENT AND POWER OF ATTORNEY BOTH DATED THE 19TH DAY OF MAY, 2009

BETWEEN

HSBC BANK MALAYSIA BERHAD [127776-V]

ASSIGNEE/BANK

AND

THE ESTATE OF

SUBIL BILLAH BIN HASHIM (DECEASED) [NRIC No: 670131-13-5507]

ASSIGNOR(S)/ BORROWER(S)

In exercise of the rights and powers conferred upon the Assignee/Bank under the Facility Agreement dated 24th November, 2008, Deed of Assignment and Power of Attorney both dated the 19th day of May, 2009 (hereinafter called 'The Security Documents') entered into between the Assignor, the Borrowers and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL BY

PUBLIC AUCTION

ON THURSDAY, 20TH APRIL 2023, AT 3.00 P.M IN THE AFTERNOON

AT PRAISE MILLION SDN. BHD., LOT 1444, JALAN SEMANGAT, PENDING INDUSTRIAL ESTATE, 93450 KUCHING

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AND ALTERNATIVELY, PROSPECTIVE BIDDERS MAY ALSO BID ONLINE AT THE AUCTIONEER'S WEBSITE

<https://praisemillion.com.my> OR CALL 082-349069 FOR ASSISTANCE

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

NOTE: Prospective bidders are advised to (i) inspect the subject property (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer, Proprietor and/or other relevant authorities on the terms of consent and transfer to the sale of the Subject Property prior to the auction sale and to check and enquire about any laws regarding to housing, obligations or mutual agreement(s), terms in the existing Sales and Purchase Agreement(s) and relevant statements of all contributions and any necessary payments to be made before the prospective bidder can own the subject property. The Successful Bidders/Purchasers shall immediately following the auction sale apply to the Developer and/or other relevant authorities for the consent to transfer and also to obtain the consent of the Developer and/or the Authorities for direct and/or all necessary transfer(s) if individual/strata title is issued (v) the Purchase Price and other monies due and payable in relation to the public auction of the above-mentioned Property excludes any Government tax that may be imposed on such payment including Sales and Services Tax (if applicable) that shall be paid by the Successful Bidder.

PARTICULARS OF TITLE

Status of issuance of strata title has not been confirmed at the time of issuance of this Proclamation of Sale.

STRATA TITLE/LOT NO : Parcel No. A12-T3-30, Level 3, Block A12 of Parent Lot 942 (replacing part of Lots 513-550) Block 6 Matang Land District
LOCALITY : 5th Mile, Matang Road, Kuching
FLOOR AREA : Approximately 60.30 square metres (649.07 square feet)
VENDOR (DEVELOPER) : Housing Development Corporation (formerly known as Sarawak Housing And Development Commission)
PROPRIETOR : Housing Development Corporation (formerly known as Sarawak Housing And Development Commission)
ENCUMBRANCE : Assigned to HSBC Bank Malaysia Berhad
TENURE : Leasehold-expiring on 20th October 2080

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a Flat identified as Developer's Parcel No. A12-T3-30, Level 3, Block A12 of Parent Lot 942 (replacing part of Lots 513-550) Block 6 Matang Land District bearing postal address Parcel No. A12-T3-30 (Unit No. 30), Level 3, Block A12, Lorong Matang Bersinar 1A, RPR Matang Bersinar, Taman Matang Bersinar, 93050 Kuching, Sarawak (SARAWAKIAN RESERVED LOT).

RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of RM100,000.00 (RINGGIT MALAYSIA ONE HUNDRED THOUSAND ONLY) and subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to the approval being obtained by the Purchaser from the relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. Subject to the terms and conditions stated in the Conditions of Sale, any arrears of quit rent, assessments, service/maintenance charges and any other outgoings which may be lawfully due to the relevant authorities up to the date of successful sale of the subject property shall be paid out of the purchase money. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful Purchaser. Online bidders are further subject to the Terms & Conditions on <https://praisemillion.com.my>.

All intending bidders are required to deposit 10% of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** only in favour of **HSBC BANK MALAYSIA BERHAD** on the day of auction sale and the balance of the purchase money shall be paid by the Purchaser within ninety (90) days from the date of auction sale to **HSBC BANK MALAYSIA BERHAD**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion. **For online bidders please refer to the Terms & Conditions on <https://praisemillion.com.my> for the manner of payment of the deposit.**

FOR FURTHER PARTICULARS, please contact M/S Ee & Lim Advocates, of No. 4 Petanak Road, 93100 P. O. Box 93, 93700 Kuching [Ref No: YKK/es/375/2022 (tch), Tel No. 082-247766, Fax No. 082-411345] Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer.

PRAISE MILLION SDN. BHD.

Lot 1444, Jalan Semangat
Pending Industrial Estate
93450 Kuching, Sarawak
Our Ref : HSBC-2023-0012
Tel. No. : 082-349069 Fax No.: 082-349135
E-mail : auction@praisemillion.com.my
Website : <https://praisemillion.com.my>

Licensed Auctioneers
IRIS MUI TZE EN

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI SURAT PERJANJIAN KEMUDAHAN BERTARIKH 24HB NOVEMBER, 2008,
SURATIKATAN PENYERAHANHAK DAN SURAT KUASA WAKIL KEDUA-DUANYA BERTARIKH 19HB MEI, 2009

ANTARA

HSBC BANK MALAYSIA BERHAD [127776-V]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

PENTADBIR HARTA PUSAKA

SUBIL BILLAH BIN HASHIM (DECEASED) [No. K/P: 670131-13-5507]

PIHAK PEMINJAM/PIHAK PENYERAHHAK

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Kemudahan bertarikh 24hb November, 2008, Suratikatan Penyerahanhak dan Surat Kuasa Wakil Kedua-duanya bertarikh 19hb Mei, 2009 (selepas ini dirujuk sebagai 'Dokumen Sekuriti') diantara Pihak Pemegang Serahhak/Bank, Pihak Peminjam dan Pihak Penyerahhak adalah dengan ini diisytiharkan bahawa Pihak Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

AKAN MENJUAL SECARA LELONGAN AWAM

PADA HARI KHAMIS, 20 HARIBULAN APRIL, 2023 PADA PUKUL 3.00 PETANG
DI PRAISE MILLION SDN. BHD., LOT 1444, JALAN SEMANGAT, PENDING INDUSTRIAL ESTATE, 93450 KUCHING

&

SECARA ALTERNATIF, BAKAL PEMBIDA BOLEH MEMBUAT BIDAAN DALAM TALIAN DI LAMAN WEB PELELONG
DI <https://praisemillion.com.my> ("LAMAN WEB PELELONG")

(Untuk Pembidaan melalui online, sila buat pendaftaran sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan untuk tujuan pengesahan)

NOTA: Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa harta tersebut (ii) meminta nasihat dari Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan (iv) serta membuat pertanyaan dengan Pihak Pemaju, Pemilik dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan dan pemindahan subjek harta tersebut ini sebelum jualan lelong dan memeriksa /bertanya tentang undang-undang perumahan, waad atau persetujuan bersama, terma-terma yang terkandung di dalam Perjanjian Jual Beli yang sedia ada dan pernyataan berkenaan kesemua sumbangan / caruman dan lain-lain bayaran yang mesti dibayar sebelum penawar boleh memiliki subjek harta tersebut. Selepas berjaya memperolehi harta tersebut, pembeli tersebut dikehendaki memohon kebenaran untuk pindahmilik dari pihak Pemaju dan/atau lain-lain Pihak Berkuasa yang berkenaan, sekiranya ada dan juga bertanggungjawab untuk mendapatkan kelulusan bagi pemindahan terus dan/atau pemindahan-pemindahan daripada Pihak Pemaju dan/atau Pihak-pihak Berkuasa sekiranya hakmilik individu/strata telah dikeluarkan (v) bahawa Harga Belian dan wang lain yang kena dibayar berkaitan dengan lelongan awam ke atas Hartanah tersebut adalah tidak termasuk apa-apa cukai-cukai Kerajaan yang dikenakan ke atas pembayaran tersebut termasuk Cukai Penjualan dan Perkhidmatan (jika berkenaan) yang mesti dibayar oleh penawar yang berjaya.

BUTIR-BUTIR HAKMILIK

Status pengeluaran hakmilik strata masih belum disahkan lagi pada masa pengeluaran Perisytiharan Jualan ini.

NO. HAKMILIK STRATA/LOT : Parcel No. A12-T3-30, Level 3, Block A12 of Parent Lot 942 (replacing part of Lots 513-550) Block 6 Matang Land District
DAERAH : 5th Mile, Matang Road, Kuching
KELUASAN LANTAI : Lebih kurang 60.30 meter persegi (649.07 kaki persegi)
PENJUAL (PEMAJU) : Housing Development Corporation (dahulunya dikenali sebagai Sarawak Housing And Development Commission)
TUAN PUNYA : Housing Development Corporation (dahulunya dikenali sebagai Sarawak Housing And Development Commission)
BEBANAN : Serahhak kepada HSBC Bank Malaysia Berhad
PEGANGAN : Pajakan-Matang pada 20hb Oktober 2080

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah seunit Flat yang dikenali sebagai No. Parsel Pemaju: **Parcel No. A12-T3-30, Level 3, Block A12 of Parent Lot 942 (replacing part of Lots 513-550) Block 6 Matang Land District** yang beralamat di **Parcel No. A12-T3-30 (Unit No. 30), Level 3, Block A12, Lorong Matang Bersinar 1A, RPR Matang Bersinar, Taman Matang Bersinar, 93050 Kuching, Sarawak (LOT SARAWAKIAN).**

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediaada" dan tertakluk kepada satu harga rizab sebanyak **RM100,000.00 (RINGGIT MALAYSIA SATU RATUS RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhak dari Pemegang Serahhak dan tertakluk kepada Pembeli memperolehi kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. Tertakluk kepada Syarat-Syarat Jualan, segala tunggakan cukai tanah, cukai taksiran, caj perkhidmatan/penyenggaraan dan lain-lain bayaran yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian. Segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli. **Pembida melalui online juga tertakluk kepada Terma-terma dan Syarat-syarat dalam <https://praisemillion.com.my>.**

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **HSBC BANK MALAYSIA BERHAD** pada hari lelongan awam dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempuh sembilan puluh (90) hari dari tarikh jualan kepada **HSBC BANK MALAYSIA BERHAD**. Sekiranya pembeli gagal mematuhi syarat tersebut, wang deposit akan dirampas oleh Pihak Pemegang Serahhak/Bank atas budi bicara mutlak. **Pembida melalui online juga tertakluk kepada Terma-terma dan Syarat-syarat dalam <https://praisemillion.com.my> untuk cara-ara pembayaran deposit.**

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **TETUAN EE & LIM ADVOCATES**, yang beralamat di No. 4 Petanak Road, 93100 P. O. Box 93, 93700 Kuching [No. Ruj: YKK/es/375/2022 (tch), No. Tel: 082-247766, No. Fak: 082-411345] Peguamcara bagi Pihak Pemegang Serahhak/Bank atau Pelelong yang tersebut di bawah.

PRAISE MILLION SDN. BHD.

Lot 1444, Jalan Semangat,
Pending Industrial Estate,
93450 Kuching, Sarawak
Ruj kami : HSBC-2023-0012
Tel. No. : 082-349069 Fax No.: 082-349135
E-mail : auction@praisemillion.com.my
Website : <https://praisemillion.com.my>

Pelelong Berlesen
IRIS MUI TZE EN

CONDITIONS OF SALE

1 Reserve Price

This sale is subject to the Reserve Price.

2 Bidding

- a. No bid shall be withdrawn or be less than the last previous bid.
- b. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- c. The Auctioneer may refuse any bid or bids without giving any reasons.
- d. Each bid may be called for three (3) times (Calling Once, Calling Twice, Last & Final Call). You may place bid at any stages during the three (3) call cycles. If a new bid is received during the three (3) call cycles, the call cycles will be repeated. The Auctioneer has the absolute right to determine whether to accept or reject any bid submitted after such stages of bidding.
- e. The Bidder with the highest bid will be declared as the purchaser ("Purchaser") upon PMSB System displays hammer down and "Bidding Ended (sold)" and the hammer down price will be the Purchase Price.
- f. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.

3. Assignee/Bank's Rights

The Assignee/Bank reserves the following rights:

- a. to bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the Purchaser and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Borrower under the said Security Documents and all costs and expenses of, in connection with and resulting from the sale;
- b. to withdraw, postpone, call off or adjourn the auction sale of the Property at any time prior to the auction date and before the fall of the hammer with or without notice; and
- c. to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.
- d. to terminate the auction sale of the Property after the fall of the hammer with notice in writing.

4. Withdrawal of Bid

Any bidder who makes a bid but withdraws the same before the fall of the hammer, shall have his/her deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee/Bank. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

5. Prior to the auction

- a. the Assignee/Bank reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
- b. all intending bidders (with exception of the Assignee/Bank) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Cheque made payable to **HSBC BANK MALAYSIA BERHAD** failing which they shall not be entitled to bid. For online bidders please refer to the Terms & Conditions on <https://praisemillion.com.my> for the manner of payment of the deposit.;
- c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgment by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which, the bidder shall be deemed to contract in his/her own name and not as an agent for another;
- d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which, they shall not be entitled to bid;
- e. for Bumiputra lot, only Bumiputra is allowed to act on behalf of the Bumiputra bidder.

6. Prohibited To Act/Bid

- a. No bankrupt is allowed to bid or act as agent. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the deposit paid, as the case may be, shall be forfeited to the Assignee/Bank and the Property shall be put up for sale again.
- b. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/approval of the Foreign investment Committee, and/or Economic Planning Unit of Prime Minister Department and/or relevant

authorities and the Assignee/ Bank/ Auctioneer/ Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/ refusal/ neglect by the Foreign Citizen/ Foreign Company/ Permanent Resident to apply and/or obtain such approval(s)/ consent(s). In the event a Foreign Citizen/ Foreign Company/ Permanent Resident, makes a bid for the property, without the necessary prior approval(s)/ consent(s) the deposit paid shall be forfeited to the Assignee/ Bank and the Property shall be, put up for sale again.

7. Sale

The Purchaser (except where the Assignee/Bank is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum, and on the same day deposit with the Auctioneer further sums by way of cash or cheque crossed "A/C PAYEE ONLY" made payable to **HSBC BANK MALAYSIA BERHAD** which sums plus the monies deposited pursuant to Clause 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheques are dishonored on presentation then Clause 9 shall take effect. The Auctioneer reserves the right to hold the Memorandum until all the cheques for the actual deposit have been cleared.

8. Completion

Within 90 days from the date of the auction sale or the extended completion granted by the Assignee/Bank (at the Assignee/Bank's sole discretion subject to payment of interest at the rate of interest to be determined by the Assignee/Bank), the Purchaser shall deposit with the solicitors appointed by the Assignee/Bank simultaneously:

- a a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **HSBC BANK MALAYSIA BERHAD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which, the deficiency shall be recoverable from the Purchaser; and
- b the Assignee/Bank will execute an assignment (in the form and substance acceptable to the Assignee) and deliver up the Security Documents and any other relevant documents in the custody of the Assignee/Bank to the Purchaser, but such assignment to the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee/Bank shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee/Bank shall not be required to assign the property to any person other than the Purchaser.
- c Subject the Clause 8 (a) & (b) above, the Property in which there is/are outstanding progressive payments due to the Developer, the Purchaser shall:-
 - i) In the event that he/she requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within the time stipulated above, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
 - ii) In the event that he/she shall not requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, provide a bank guarantee in favour of the Developer or pay the balance progressive payment to the Developer according to the schedule of the Principal Sale and Purchase Agreement and to release the Assignee/Bank from its original undertaking;
 - iii) any payments due and payable to the Developer after the date of sale, including the balance progressive payments according to the schedule of the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Successful Purchaser/Successful Purchaser's financier in giving any undertaking/payment stated in Clause 8(c)i) or Clause 8(c)ii) hereof, shall be borne by the Purchaser absolutely.
 - iv) In the event the Successful Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee/payment mentioned in the manner and at the time stipulated in Clause 8(c)i) or Clause 8(c)ii) hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Successful Purchaser whereon the Deposit referred in Clause 5 shall be forfeited by the Assignee/Bank.
- d The Purchaser consents to be contacted by the Assignee/Bank for financial services to complete the purchase herein.

9. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the monies previously paid pursuant to Clause 5 and Clause 7 (as the case may be) shall be forfeited absolutely by the Assignee/Bank who shall be entitled to put up the property for re-sale again and the costs of such re-sale with the deficiency in price (if any) resulting there-from shall be recoverable as a debt due from the defaulting Purchaser.

10. Quit Rent & Other Outgoings

- a Subject to Clause 8(c) above, **any arrears of quit rent, assessments and service/maintenance charges and any other outgoings which may be lawfully due to the Developer and/or the relevant authorities up to the date of successful sale of the subject property shall be borne out of the purchase money** provided that the Purchaser shall extract a copy of such bills and request for payment from the Assignee/Bank within 90 days from the date of the sale. Any such sums due and payable after the date of sale shall be borne by the Purchaser absolutely. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental pursuant to the property / the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

- b. The Purchaser is responsible to make his/her own enquiries on all liabilities affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he/she makes any enquiry and neither the Assignee/Bank nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall not raise any enquiry, requisition or objection thereon or thereto.
- c. The stamp duty and registration fee and all costs for the Memorandum, the assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

10A. Issuance of strata title/individual title

- a. The Purchaser shall at his/her own cost and expense apply to the relevant authorities for approval for the sale and transfer in the event that the strata title/individual title of the Property has been issued.

11. Relevant Authorities Approval

The property is sold subject to the Purchaser at own costs and expenses applying for and obtaining the approval (if any) required from the Developer, Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer, Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee/Bank and/or its solicitors informed of the progress of such applications. No warranty is given by the Assignee/Bank that any of the approval(s) can be obtained, but in the event of:

- a. any of the approval(s) not being obtained from the Developer, Proprietor and/or State Authorities or other relevant bodies (other than for reasons attributable to any act of default or omission by the Purchaser) by the expiry of the time period prescribed for completion in clause 8 herein or
- b. any of the approval(s) from the Developer, Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee/Bank in its absolute discretion; or
- c. the sale herein being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court;

Then subject to Clause 6(b) above, the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his/her own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee/Bank within 7 days upon service of the notice terminating the sale; and
- the costs/expenses reasonably incurred by the Assignee/Bank in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee/Bank certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee/Bank, its solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

12. Vacant Possession

The property is sold without vacant possession, thereby no warranty is given that the property can be used for occupation and in the event of circumstances existing which prevents entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the price or for damages. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his/her own cost and expense take possession of the property.

13. Conditions of Property

- a. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interest, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee/Bank to define the same respectively and any error, mis-statement, omission or mis-description discovered in the contract shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- b. The Purchaser shall be deemed to have inspected and investigated the conditions of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- c. The Assignee/Bank makes no representation as to the ownership of furniture fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases the Assignee/Bank accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.

14. General

- a. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
- b. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his/her own costs insure the same against damages by fire and usual perils.
- c. All statements contained herein are made without responsibility on the part of the Auctioneer or the Assignee/Bank or its solicitors and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- d. The Assignee/Bank does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- e. The Purchaser shall appoint his/her own legal counsel and advisor for purposes of all searches and enquiries normally made by a prudent purchaser, and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters and to such matters of which the Purchaser may have actual knowledge.
- f. The Assignee/Bank, its Solicitors and the Auctioneer or its agents or employees shall not be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matters arising from, or in connection with, the auction or sale of the property.
- g. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- h. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- i. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- j. the expression "the Purchaser" include his/her heirs, personal representative, where two or more persons are included, this Conditions of Sale bind such persons jointly and severally.

15 Online bidders are also bound by online Terms and Conditions contained at <https://praisemillion.com.my> in addition to this Conditions of Sale. If there are any inconsistencies or any conflict between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail

ONLINE TERMS AND CONDITIONS

By registering to participate in bidding or purchasing in any auction sale via <https://praisemillion.com.my> (the “Website”)(“PMSB System”), you are making representations to Praise Million Sdn. Bhd. (“PMSB”) that you agree and accept to be bound by the terms & conditions as set forth hereunder in full.

These terms and conditions are supplemental to the Conditions of Sale attached to the Proclamation of Sale (“POS”) (collectively, the “Bidding Terms”). The POS is available to be downloaded by the Bidders from the Property’s details page (“Details Page”) of the Properties listed for auction. Additional information may also be set out in a notice displayed at the Event venue and on the Website, and it is your sole responsibility to keep yourself informed and updated with any notices that may be issued by PMSB from time to time.

In the event of any inconsistency between the Online Terms and Conditions as set out herein and the POS, the POS shall prevail.

In addition, the use of the Service shall be at all times subject to the **Website Terms of Use** and the **Privacy Policy**.

References herein to “PMSB”, “Auctioneer”, “we”, “us” shall mean Praise Million Sdn. Bhd. whereas “Bidders”, “you” “your”, “yourself” shall mean a person or a person duly authorised by individual(s)/business entiti(es) (“Principal”) registering to bid as a Floor Bidder or as an E- Bidder.

“**Auction**” shall mean auction sale of a property listed on the Website for auction (“Property”) in which the Property is sold to the highest bidder.

“**Auction Hall Screen**” shall mean the auction screen of PMSB System showing the bidding in progress during an Auction

“**Bidder**” shall mean a Floor bidder or an E-Bidder.

“**Bidder Card**” shall mean a card, which exhibits the Floor Bidder’s assigned Bidder Number to be used for bidding by Floor Bidder during an Auction.

“**Bidder Number**” shall mean a number that is assigned to each Bidder who registers for an Auction of an Event. (A Bidder Number will be assigned to each Bidder for each Event).

“**E-Bidder**” shall mean bidder participating in bidding via PMSB System.

“**Event**” shall mean Property auction event

“**Floor Bidder**” shall mean bidder registering as floor bidder through the Website to attend in person at the Event venue to bid by raising the Bidder Card.

“**Lot Number**” shall mean a number that is assigned to each individual Property or a group of Properties offered for sale at Auction as a single unit.

“**E-Bidder Bidding Screen**” shall mean E-Bidder’s bidding screen on PMSB System where E-Bidder placing bid.

“**Opening Bid**” is an opening bid price set by the Auctioneer when there is more than one (1) registered Bidder for a Property.

“**Reserve Price**” shall mean the minimum price that a Property will be sold for.

“**Seller**” shall mean the legal owner of the Property / whoever person(s) name(s) listed as assignee/seller on the Property

1) REQUIREMENTS ON ELIGIBILITY OF BIDDERS

An individual who is or above eighteen (18) years of age, not an undischarged bankrupt and not under legal incapacity is eligible to register as a Bidder or be an individual Principal, whereas a business entity Principal shall lawfully register in Malaysia and is not under liquidation. Your eligibility is further subject to any restrictions that may be imposed on the Property as set out in Clause 3.

If you are a foreigner or a foreign company, you are required to seek all requisite consent(s)/approval(s) from relevant authorities, if applicable, before registration as a Bidder. It shall be your sole responsibility to ensure that all requisite consent(s)/approval(s) have been successfully obtained from all relevant authorities prior to registering as a Bidder.

For avoidance of doubt, notwithstanding the aforesaid, PMSB shall have the sole discretion in determining eligibility of bidders and PMSB’s decision relating thereto shall be final and conclusive.

2) BIDDER REGISTRATION

- a) As a prerequisite, you are required to sign up as a member (“Member”) of the Website free of charge. Thereafter, you may log on as a Member on the Website to register either as a Floor Bidder or an E-Bidder on the Details Page to participate in an Auction. Please note that E-Bidders are strongly advised to register for the Property you are interested in at least one (1) business day prior to the Event day or you may not be able to bid online in that Auction as your application shall be subject to the approval of PMSB before you are eligible to bid. Your duly completed registration documents shall be received by us by 4.00 pm one (1) business day before the Event. The deposit payment (“Bidder Deposit”) (minimum amount required is 10% of the Reserve Price) if it is in the form of bank draft/cashier’s order, the bank draft/cashier’s order shall reach us by 4.00 pm one (1) business day before the Event whereas if it is via electronic fund transfer into PMSB account as per Clause 2(e), the electronic transferred fund shall reach PMSB account in cleared fund by 4.00 pm one (1) business day before the Event. Any improper, incomplete and/or late registration may be rejected at the sole discretion of PMSB. PMSB shall not be held liable in the event that the registration of a prospective Bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration being rejected, we shall process the refund of the Bidder Deposit paid (subject to clearance in PMSB account) to the original account the Bidder Deposit being paid out from within two (2) business days.

- b) Bidders shall provide true, accurate, current and complete registration information and upload all the requisite documents during registration. (kindly refer to **Property Bidding Guide** for the list of requisite documents).
- c) It is your sole responsibility to identify the Property and to ensure that details and description of the Property are complete, current and accurate.
- d) You are required to register separately for each Property that you wish to bid. This can be done on the respective Property's Details Page.
- e) E-Bidders must make the payment for Bidder Deposit as required in the POS by bank draft/cashier's order in favour of HSBC Bank Berhad/HSBC Amanah Malaysia Berhad or via electronic fund transfer into AMBANK (M) BANK BERHAD in favour of PRAISE MILLION SDN. BHD. Account No.051-201-100071-1. Documentary evidence of such bank draft/cashier's order or transfer must be uploaded and submitted during bidder registration pursuant to the Clauses 2(a) and 2(b) above.
- f) An e-Bidding Login PIN and an assigned Bidder Number for an Event will be sent on the auction day via email and/or SMS to the approved E-Bidder's registered email address and mobile number.
- g) You shall keep your Member Login details and e-Bidding Login PIN of your duly registered and approved Auction of an Event (collectively "Security Login") safe and strictly confidential and you must not permit any third party to use and/or access your account on your behalf or otherwise. You shall be fully liable for any and all bids made via your account and shall immediately notify PMSB of any unauthorised use of your Security Login and/or any breach of security known to you and shall provide reasonable assistance as may be requested and/or required by PMSB.
- h) You, signing up successfully as a member of the Website shall not in any way be construed as approval of eligibility of the Bidder to conclude a sale of an Auction.

3) BIDDER'S RESPONSIBILITIES

- a) You are solely responsible to inspect and obtain all the necessary verification(s) and/or confirmation(s) and/or consent(s) from the developer and/or any relevant authorities or bodies at your own costs and expenses regarding:-
 - i. Any conditions and/or restriction that may affect your eligibility and/or qualification to purchase the Property including but not limited to whether the Property is for Sarawakian only or for Bumiputra only or for Malay only and/or is a low-cost property;
 - ii. Any outstanding amount payables (including but not limited to the balance moneys payable is/are outstanding progressive payment(s) due to the developer, water, electricity, assessment, service or maintenance charges and any other payables) and/or any other obligations pertaining to the Property;
 - iii. The identity, details, descriptions, nature and condition of the Property.
- b) Bidders shall be deemed to have full knowledge of the aforesaid information as set out in Clause 3(a). PMSB, its directors, its employees and its respective agents, **Seller**, **Seller's** solicitors 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 and/or liable to the Bidders in respect of any one or more of the aforesaid.

4) ONLINE BIDDING PROCESS

- a) Bidding will normally be conducted in the sequence of the auction Lot number in an Event. However, the Auctioneer reserves the full right to vary the sequence without notice, at its absolute discretion.
- b) It is your responsibility to log in as a member to the Website and the E-Bidding section of your registered and approved Event to wait for the turn of your registered and approved Property to be auctioned. When it is the turn of your registered and approved Property to be auctioned, you will automatically be directed to the Property Bidding Screen where you can place bid by clicking the **GREEN** 'Place Bid' button for default 'Next Bid' which is located below the next bid price. Alternatively, if you wish to bid higher than the default 'Next Bid' then you may choose to click on one of the two (2) **BLUE** 'Higher Optional Next Bid' button which are located below the **GREEN** 'Place Bid' button once the auction starts.
- c) You acknowledge that you are bidding in a live auction and you agree that each bid submitted in the Auction is irrevocable, irrevocable and cannot be amended or corrected, regardless of whether the bid has been submitted in error/by mistake and such error/mistake has been notified to us. You accept full liability for all bids submitted via your account.
- d) If there is more than one Bidder, Auctioneer reserves the full right to set an Opening Bid which is higher than the Reserve Price at its sole discretion in the event that the Auctioneer decides to exercise its discretion pursuant to this Clause. The Opening Bid will be shown on the Auction Hall Screen and E-Bidder's Bidding Screen (collectively, "Screen") as "Opening Bid".
- e) Auctioneer will set the bid increment quantum and it will be shown in a green message bar on the Screen.
- f) You may start bidding when the System announces, "Auction started" and "Waiting for first bid", the message "Waiting for first bid" will be displayed on the Screen, indicating the commencement of an Auction.
- g) Each bid may be called for three (3) times (Calling Once, Calling Twice, Last & Final Call). You may place bid at any stages during the three (3) call cycles. If a new bid is received during the three (3) call cycles, the call cycles will be repeated. The Auctioneer has the absolute right to determine whether to accept or reject any bid submitted after such stages of bidding.
- h) The Bidder with the highest bid will be declared as the purchaser ("Purchaser") upon the fall of hammer at the hammer down price ("Purchase Price")
- i) The Purchaser will be redirected to a page where the Purchase Price and Bidder Deposit paid will be shown and the procedures to conclude the purchase.

- j) PMSB reserves the full right to suspend your bidding for any reason whatsoever, in its absolute discretion, at any time prior to, during or after an Event.
- k) In the event of any clarification is required, disruption or special situation occur during the auction proceedings, the Auctioneer, in his sole discretion, may pause, postpone and/or call off the Auction, temporarily suspend Auction and resell any Property(ies) that were affected by such disruption. All the sold, withdrawn or unsold Property(ies) prior to such disruption will not be affected.
- l) The information shown on the Screen during the bidding process and the declaration of Purchaser shall be final and conclusive.
- m) All decision(s) of the Auctioneer shall be final, conclusive and binding on all Bidders.

5) ELECTRONIC MESSAGE DELIVERABILITY

- a) PMSB System may include features enabling the sending of electronic message via external networks that are outside of PMSB's control. Examples include but not limited to sending email message via internet and sending text message via short message service cellular networks. PMSB makes no guarantee as to the deliverability of such messages. You hereby acknowledge and agree that PMSB is not responsible for the delivery of electronic messages send through PMSB System. Such messages may be delayed for an indeterminate period or may not be delivered at all.
- b) PMSB uses electronic mailing lists to notify its Members/Bidders about Auction and Events. If you are receiving a particular mailing and wish to discontinue receiving future mailing(s), please email us at auktion@praisemillion.com.my to have your name remove from our list.

6) USE OF PMSB SYSTEM

- a) If you choose to use/access PMSB System, you do so entirely at your own risk, as access to and/or use of PMSB System is dependent upon, among other things, the availability of the internet and the speed and quality of internet service by your internet service provider(s).
- b) The content displayed via PMSB System may contain inaccuracies and typographical errors and we do not warrant the accuracy and completeness of the content or that any defects of whatsoever nature will be corrected. Any reliance on any such content, advice, statement, or other information shall be at your sole risk. We reserve the right, in our absolute discretion, to correct any errors or omission in any portion of PMSB System and to make any changes to the features, functionality or content of PMSB System at any time from time to time.
- c) Access to PMSB System is made available for your convenience, and we reserve the right to suspend or terminate any aspect and/or feature of PMSB System at any time, with or without notice and/or without assigning any reason whatsoever, at our absolute discretion. Without limiting the foregoing, we may suspend access to PMSB System to carry out scheduled or unscheduled maintenance or for any other reason at any time as we deem fit.

7) POST AUCTION

- a) The Purchaser shall sign the memorandum of sale ("Contract") at PMSB office within three (3) business days from the date of auction or SEND Five (5) sets of the duly signed original copies of Contract to us and ensure that we receive within three (3) business days from the date of the auction. Softcopy of the Contract will also be emailed to you and/or your solicitor based on the details stipulated in your online bidder registration via the Website. You shall email to us the scanned copy of the duly signed Contract and **SEND** four (4) sets of the duly signed original copies of Contract to us and ensure that we receive within three (3) business days from the date of the auction, failing which the Bidder Deposit paid under Clause 2(e) shall be forfeited in full to the Seller, the sale will be deemed terminated, and the Property may be put up for subsequent auction without further notice to the said Purchaser.
- b) The duly stamped Contract together with the Bidder Deposit will be sent to the Seller.
- c) Any Purchaser who is unable to sign the Contract within the time specified as per Clause 7(a) may authorise another person to sign on behalf of him/her by completing and signing a **Contract Signing Authority Letter** which is available to be downloaded from the Website together with a copy of his/her identity card to PMSB, subject to Clauses 2(e) above.
- d) If there is any inconsistency between the uploaded registration documents and the original copies of the documents provided by the Purchaser, PMSB reserves the right to refuse/reject the Purchaser from completing the transaction and the balance of Bidder Deposit and Differential Sum (if any) paid, if any, will be refunded to the Purchaser upon deducting the administrative charges and auction cost plus any applicable taxes and disbursements.
- e) The Contract, upon being duly signed by the Purchaser, the Auctioneer, the Seller's Solicitor (for the Seller) (collectively, the "Parties"), shall be a final and conclusive evidence for the sale of the Property to the Purchaser.
- f) The Contract may be executed in counterparts in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, will be deemed to constitute an original copy of this Agreement. But the counterparts, taken together, shall constitute one and the same instrument.
- g) The refund of Bidder Deposit paid to unsuccessful bidder will be processed within two (2) business days from the date of auction via original payment method, i.e. **ONLY INTO THE ORIGINAL ACCOUNTS** which the Bidder Deposit being paid out from.

8) NON-COMPLIANCE

If any Purchaser fails to comply with the Bidding Terms (“**Defaulting Purchaser**”), all moneys received in part payment for Purchase Price shall be forfeited in full to the Seller and the unsold Property may be resold by public auction and the deficiency if any on such resale together with all costs and charges shall be made good by the Defaulting Purchaser.

9) LIMITATIONS OF LIABILITY

We accept no liability for any failure and/or delay in executing bids and/or any errors contained in bids placed via PMSB System. PMSB provides the PMSB System and the Website “As Is”, at your sole risk, and without any warranty or condition, express, implied or statutory. Without limiting the foregoing, we accept no liability for any failures, delays, or errors caused by interruptions in the availability of PMSB System and/or the Website and/or any errors or defects in their content or functionality, any software and/or hardware defects (whether yours or ours), and we do not represent and/or warrant that PMSB System or the Website will be error-free, free of viruses and/or other harmful components, or that any defects will be corrected.

10) MODIFICATION OF TERMS

PMSB shall reserves the absolute rights to make changes, amendments and/or modifications to these terms and conditions at any time and such changes, amendments and/or modifications shall be effective immediately upon being posted onto the Website. You agree to be bound by any changes, amendments and/or modifications made to these terms and conditions when you use and/or access to PMSB System. It is therefore important that you keep yourself updated with these terms and conditions and any changes, amendment and/or modifications made to them.

11) GOVERNING LAWS

The Online Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The laws of Malaysia shall regulate and apply to all electronic transactions of immovable property by way of public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by way of public auction shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

12) INTELLECTUAL PROPERTY

All parts of PMSB System, including but not limited to the selection, compilation, arrangement, and presentation of all materials and the Websites, tools, and applications, shall not be used or published either electronic, mechanical, photocopying, recording or otherwise and you acknowledge that use of any content of PMSB System without our express prior written permission is strictly prohibited. You shall not acquire any proprietary rights, including intellectual property rights, in or to PMSB System. You acknowledge that PMSB System are valuable commercial products, the development of which has involved the expenditure of substantial time and money. You shall not use any of the trademarks, trade names, service marks, copyrights, or logos if any in any manner which creates the impression that such items belong to or are associated with you, unless you have our written consent, and you acknowledge that you have no ownership rights in and/or to any of such items.