

# PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITY AGREEMENT, DEED OF ASSIGNMENT (FIRST PARTY) AND POWER OF ATTORNEY  
ALL DATED THE 24TH DAY OF OCTOBER, 2013

BETWEEN

HSBC BANK MALAYSIA BERHAD [127776-V]

ASSIGNEE/BANK

AND

1) LI KA YIN [HONG KONG PASSPORT NO : KJ0244520]

ASSIGNOR(S)/BORROWER(S)

2) YU HOI LING PHEMIE [HONG KONG PASSPORT NO : KJ0244516]

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Facility Agreement, Deed of Assignment (First Party) and Power of Attorney all dated the 24th day of October, 2013 (hereinafter called 'The Security Documents')** entered into between the Assignor(s)/Borrower(s) 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, 25TH APRIL 2024, TIME: 3.00 P.M.

IN THE AUCTION ROOM OF LEONG AUCTIONEER SDN BHD

SUITE 1009, 10TH FLOOR, AMCORP TOWER,

AMCORP TRADE CENTRE, NO. 18, JALAN PERSIARAN BARAT,

46050 PETALING JAYA, SELANGOR

PROSPECTIVE BIDDERS MAY ALSO SUBMIT THEIR BIDS FOR THE PROPERTY ONLINE AT [www.leongauctioneer.com](http://www.leongauctioneer.com)  
("AUCTIONEER'S WEBSITE")

(Online Bidders registration and deposit must be made latest by 12 noon at least one (1) working day before auction date and registered online bidders are advised to login to the online bidding hyperlink provided and be on standby to bid before the fixed auction time).

**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

Strata Title of the property has been issued by the relevant authority as at 23/6/2023.

**STRATA TITLE/LOT NO** : GRN 167234/M17/4/167, Lot No. 10096, Mukim 17, District of Timor Laut, State of Pulau Pinang

**FLOOR AREA** : Approximately 154 sq metres / 1,658 square feet

**VENDOR (DEVELOPER)** : Uptrend Housing Development Sdn. Bhd. (918195-D)

**ENCUMBRANCE** : Assigned to HSBC Bank Malaysia Berhad

**TENURE** : Freehold

**EXPRESS CONDITION** : Petak ini hendaklah digunakan untuk tujuan pangsapuri sahaja

**RESTRICTION IN INTEREST** : Tiada

### LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a **three bedroom condominium unit** located in Batu Ferringgi, Pulau Pinang and identified as **Developer's Parcel No. R-3-01, Storey No. 3, Building No. Block R, Type A1, Precint 1 (Phase 2B), Ferringhi Residence together with Accessory Parcel No. 371 & 406** bearing postal address at **1T-3-01, Jalan Feringgi Residensi 3, Precint 1 (P 2B), Ferringhi Residensi, 11100 Batu Ferringgi, Pulau Pinang.**

### RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM623,300.00 (RINGGIT MALAYSIA SIX HUNDRED TWENTY THREE THOUSAND THREE HUNDRED ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank 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.**

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.

Alternatively online bidders who are interested to bid online are required to deposit **10%** of the fixed reserve price by **Bank Draft or Cashier's Order** only in favour of **HSBC BANK MALAYSIA BERHAD** and/or remit the same through online banking transfer **latest by 12 noon, at least one (1) working day before the auction date** with the undermentioned Auctioneer. The said intending bidders must register at [www.leongauctioneer.com](http://www.leongauctioneer.com) and are further subjected to the Online Terms and Conditions.

**FOR FURTHER PARTICULARS**, please contact **M/S GHAZI & LIM** of 19th Floor, MWE Plaza, No. 8, Farquhar Street, 10200 Penang, [Ref No: H106/23/JB/IBM/khr], Tel No. 04-263 3688, Fax No. 04-263 3188], Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer

### **LEONG AUCTIONEER SDN BHD (922719-M)**

Suite 1009, 10th Floor, Amcorp Tower

Amcorp Trade Centre, No. 18, Jalan Persiaran Barat

46050 Petaling Jaya, Selangor

TEL NO.: 03-795 83 795 FAX NO.: 03-795 78 795

EMAIL: [leongauc@gmail.com](mailto:leongauc@gmail.com)

WEBSITE : [www.leongauctioneer.com](http://www.leongauctioneer.com)

### **LEONG WYE HOONG**

**KENNETH LEONG KHEEN CHOONG**

Licensed Auctioneers

Ref: LA24/097/HSBC/N.1

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHHAKAN (PIHAK PERTAMA)  
DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 24HB OKTOBER 2013

ANTARA

HSBC BANK MALAYSIA BERHAD [127776-V]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

1) LI KA YIN [NO. PASPORT HONG KONG: KJ0244520]

PIHAK PENYERAHHAK/PEMINJAM

2) YU HOI LING PHEMIE [NO. PASPORT HONG KONG: KJ0244516]

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Perjanjian Kemudahan, Suratikatan Penyerahhakan (Pihak Pertama) dan Surat Kuasa Wakil kesemuanya bertariikh 24hb Oktober 2013 (selepas ini dirujuk sebagai 'Dokumen Sekuriti') di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Peminjam adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut di bawah

## AKAN MENJUAL SECARA LELONGAN AWAM

PADA HARI KHAMIS, BERSAMAAN 25HB APRIL 2024, JAM 3.00 PETANG  
DI BILIK LELONG LEONG AUCTIONEER SDN BHD  
SUITE 1009, TINGKAT 10, MENARA AMCORP,  
PUSAT PERDAGANGAN AMCORP, NO. 18, JALAN PERSIARAN BARAT,  
46050 PETALING JAYA, SELANGOR

BAKAL PEMBIDA BOLEH MEMBUAT BIDAAN ATAS TALIAN DI [www.leongauctioneer.com](http://www.leongauctioneer.com)  
("LAMAN WEB PELELONG")

(Pendaftaran Pembida atas talian dan deposit hendaklah dikemukakan sebelum 12 tengah hari sekurang-kurangnya satu (1) hari bekerja dari tarikh lelongan dan Pembida atas talian dikehendaki untuk log masuk di pautan yang diberikan dan diminta bersedia untuk membuat bidaan sebelum masa lelongan yang ditetapkan).

**NOTA** : Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa hartanah 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 hartanah tersebut ini sebelum jualan lelongan 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 hartanah tersebut. Selepas berjaya memperoleh hartanah 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**

Hakmilik Strata telah dikeluarkan oleh Pihak Berkuasa yang berkenaan setakat 23/6/2023.

**NO. HAKMILIK STRATA/LOT:** GRN 167234/M17/4/167, No. Lot 10096, Mukim 17, Daerah Timor Laut, Negeri Pulau Pinang

**KELUASAN LANTAI** : Lebih kurang 154 meter persegi / 1,658 kaki persegi  
**PENJUAL (PEMAJU)** : Uptrend Housing Development Sdn. Bhd. (918195-D)  
**BEBANAN** : Serahhak kepada HSBC Bank Malaysia Berhad  
**PEGANGAN** : Selama-lamanya  
**SYARAT NYATA** : Petak ini hendaklah digunakan untuk tujuan pangsapuri sahaja  
**SEKATAN KEPENTINGAN** : Tiada

### **LOKASI DAN PERIHAL HARTANAH:**

Hartanah tersebut adalah **seunit kondominium tiga bilik tidur** yang terletak di Batu Ferringgi, Pulau Pinang dan dikenali sebagai **No. Petak Pemaju R-3-01, No. Tingkat 3, No. Bangunan Blok R, Jenis A1, Precint 1 (Fasa 2B), Ferringhi Residence bersama dengan No. Petak Aksesori No. 371 & 406** yang beralamat pos di **1T-3-01, Jalan Ferringgi Residensi 3, Precint 1 (P 2B), Ferringhi Residensi, 11100 Batu Ferringgi, Pulau Pinang.**

### **HARGA RIZAB:**

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediada" dan tertakluk kepada satu harga rizab sebanyak **RM623,300.00 (RINGGIT MALAYSIA ENAM RATUS DUA PULUH TIGA RIBU TIGA RATUS SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh 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.**

Bagi penawar-penawar yang berminat adalah dikehendaki menandatangani **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 tempoh **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.

Sebagai alternatif, penawar-penawar atas talian yang berminat membida atas talian boleh menandatangani **10%** dari harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **HSBC BANK MALAYSIA BERHAD** dan/atau melalui pemindahan perbankan atas talian sekurang-kurangnya satu(1) hari berkerja sebelum tarikh lelongan selewat-lewatnya pada pukul 12 tengah hari kepada Pelelong tersebut di bawah. Penawar-penawar yang berminat tersebut mestilah mendaftar atas talian di [www.leongauctioneer.com](http://www.leongauctioneer.com) dan selanjutnya tertakluk kepada Terma-terma dan Syarat-syarat atas Talian.

**UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA**, sila berhubung dengan **TETUAN GHAZI & LIM** di Tingkat 19, MWE Plaza, No. 8, Farquhar Street, 10200 Penang [No. Ruj: H106/23/JB/IBM/khr], No. Tel: 04-263 3688, No. Fak: 04-263 3188], Peguamcara bagi Pihak Pemegang Serahhak/Bank atau Pelelong yang tersebut di bawah.

### **LEONG AUCTIONEER SDN BHD (922719-M)**

Suite 1009, Tingkat 10, Menara Amcorp  
Pusat Perdagangan Amcorp, No. 18, Jalan Persiaran Barat  
46050 Petaling Jaya  
TEL NO.: 03-795 83 795 FAX NO.:03-795 78 795  
EMAIL: [leongauc@gmail.com](mailto:leongauc@gmail.com)  
WEBSITE : [www.leongauctioneer.com](http://www.leongauctioneer.com)

### **LEONG WYE HOONG**

**KENNETH LEONG KHEEN CHOONG**  
Pelelong Berlesen  
Ruj: LA24/097/HSBC/N.1

# 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. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.
- e. Each bid will be called for 3 times, "First Calling", "Second Calling", "Last Call". Bidders may submit their bid at any of these stages of biddings.
- f. When systems displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or via online.
- g. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

## 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(s)/Borrower(s) 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 Online Terms and Conditions at [www.leongauctioneer.com](http://www.leongauctioneer.com) for the mode 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. **For successful online bidders, please refer to the Online Terms and Conditions at [www.leongauctioneer.com](http://www.leongauctioneer.com) for the mode of payment and signing of the Memorandum of the same.**

**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 to 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. For online bidders, the Online Terms and Conditions stated in [www.leongauctioneer.com](http://www.leongauctioneer.com) shall also apply.**

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# CONTRACT

**MEMORANDUM:** At the sale by Public Auction this **25th day of April, 2024** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits under the said **Facility Agreement, Deed of Assignment (First Party) and Power of Attorney all dated the 24th day of October, 2013** in relation to the said property identified as Developer's Parcel : **No. R-3-01, Storey No. 3, Building No. Block R, Type A1, Precint 1 (Phase 2B), Ferringhi Residence together with Accessory Parcel No. 371 & 406;** and

Postal Address : **1T-3-01, Jalan Feringgi Residensi 3, Precint 1 (P 2B), Ferringhi Residensi, 11100 Batu Ferringgi, Pulau Pinang,** the highest bidder stated below has been declared as the Purchaser(s) of the said property for the sum of **RINGGIT MALAYSIA \_\_\_\_\_**, who has paid to the Auctioneer abovenamed the sum of **RINGGIT MALAYSIA \_\_\_\_\_** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Solicitors hereby confirms the said purchase and the Auctioneer acknowledges receipt of the said deposit.

**PURCHASER(S)'S NAME:** \_\_\_\_\_

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

\_\_\_\_\_

**Deposit Money** RM \_\_\_\_\_

**NRIC NO:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TEL NO:** \_\_\_\_\_

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

\_\_\_\_\_  
**SIGNATURE  
M/S GHAZI & LIM  
SOLICITORS FOR THE ASSIGNEE/BANK**

\_\_\_\_\_  
**SIGNATURE  
M/S LEONG AUCTIONEER SDN BHD  
LICENSED AUCTIONEER**

**NAME :**

**NRIC NO:**

**NRIC NO:**

## ONLINE TERMS AND CONDITIONS

### 1. RECITALS

- 1.1. The Online Terms and Conditions ("**Online Terms & Conditions**") shall apply to every electronic public auction sale for the immovable property ("**public auction**") made by/of **HSBC Bank Malaysia Berhad** via **www.leongauctioneer.com** ("**LA website**").
- 1.2. "**LA website**" is a website owned and operated by Leong Auctioneer Sdn Bhd ("**Leong Auctioneer**") of Suite 1009, 10th Floor, Amcorp Tower, Amcorp Trade Centre, No. 18, Jalan Persiaran Barat, 46050 Petaling Jaya, Selangor Darul Ehsan.
- 1.3. The Online Terms & Conditions specified herein shall be read together with the Conditions of Sale as attached to the Proclamation of Sale ("**Conditions of Sale**").
- 1.4. The public auction shall be conducted by the Auctioneer of Leong Auctioneer ("**the Auctioneer**") at the office of Leong Auctioneer and/or at any specified auction venue, date and time stated in the Proclamation of Sale.
- 1.5. Intending bidders who are login to LA website and interested to participate in the public auction ("**Online Bidders**") are required to agree and accept the Online Terms & Conditions before proceeding with the registration and Online Bidding and shall be deemed to have read and agreed to the Online Terms & Conditions prior to the registration and Online Bidding.
- 1.6. Online Bidders are solely responsible to visit and/or login to the correct and valid LA's website at **www.leongauctioneer.com** and not otherwise. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer, Leong Auctioneer and LA website and their respective agents or servants shall not be liable if Bidders intentionally or unintentionally, wrongly or mistakenly visit and/or login to fake, fraudulent and scam website.
- 1.7. The property as stated in the Proclamation of Sale and as shown in the LA website herein referred to as "**the property**".
- 1.8. Online Bidders who have registered online, deposited the 10% deposit of the fixed reserve price of the property within the specified time, fulfill other conditions as required herein and the Conditions of Sale and received online verification by Leong Auctioneer or LA website is herein referred to as "**registered Online Bidders**".
- 1.9. Intending bidders who appear in the auction venue and deposited the 10% deposit of the fixed reserve price of the property and who have complied with the Conditions of Sale is herein referred to as "**On-site Bidders**".
- 1.10. Every public auction may be participated by the registered Online Bidders and On-site Bidders.
- 1.11. "**Online bidding**" is a process of bidding in a public auction where registered Online Bidders can bid online from anywhere via a computer, smart phone or any device with internet connection without having to appear in the auction venue.
- 1.12. The Auctioneer may from time to time has the sole discretion to add, modify, or delete any Online Terms & Conditions, and such additions, modifications or deletions are binding upon registered Online Bidders in public auction.
- 1.13. Registered Online Bidders are responsible to ensure that the internet access is in good condition during the process of public auction is being conducted. Unsatisfactory internet access may disrupt bids made by the registered Online Bidders.
- 1.14. LA website and Leong Auctioneer shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may occur during the process of auction.
- 1.15. Any decision or instruction made by the Auctioneer shall be final and binding on the registered Online Bidders in the public auction.

### 2. ELIGIBILITY FOR REGISTERED ONLINE BIDDERS

- 2.1. The minimum age limit for registered Online Bidders is eighteen (18) years and above, of sound mind and not an undischarged bankrupt;
- 2.2. For companies, be incorporated under the laws of Malaysia and not being wound up or in liquidation;
- 2.3. Registered Online Bidders must have full power and authority to bid and to purchase the property and to perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable registered Online Bidders to participate in the public auction and complete the purchase in the event of successful sale.
- 2.4. Registered Online Bidders eligibility requirements are subject to any restrictions and to any legal provisions of existing Federal and State laws. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.

### 3. REQUIREMENTS FOR ONLINE BIDDERS

- 3.1. Online Bidders may browse through the LA website and select the properties they wish to bid online.
- 3.2. **For Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:**
  - 3.2.1 Copy of Identity Card (both sides),
  - 3.2.2 Evidence of deposit payment.
- 3.3. **For Agent acting for Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:**
  - 3.3.1 Copy of Individual/Joint Online Bidder's Identity Card (both sides),
  - 3.3.2 Copy of Agent's Identity Card (both sides),
  - 3.3.3 Copy of letter of authorization to bid,
  - 3.3.4 Evidence of deposit payment.
- 3.4. **For Company, the following documents shall be uploaded upon online registration:**
  - 3.4.1 Copy of the representative Online Bidder's Identity Card (both sides),
  - 3.4.2 Copy of letter of authorization to bid under the Company's Letter Head,
  - 3.4.3 Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016);
  - 3.4.4 Certified true copy of the company's Memorandum and Articles of Association (M&A),
  - 3.4.5 Board of Director's Resolution,
  - 3.4.6 Evidence of deposit payment.
- 3.5. Online Bidders who is a Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior written consent of the Foreign Investment Committee and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities which shall be uploaded upon online registration. Failing which, Leong Auctioneer has the sole discretion to reject the registration of Foreign Citizen/Foreign Company/Permanent Resident as registered Online Bidders

### 4. REGISTRATION FOR ONLINE BIDDERS

- 4.1. Parties interested to register as an Online Bidders must first sign up as a User by login on to LA website.
- 4.2. Online Bidders only need to register once and this registration shall be used to all future auctions on the LA website.
- 4.3. Online Bidders are responsible to provide true, current and accurate information upon registration as an Online Bidders.



- 4.4. Online Bidders are required to provide valid and correct e-mail address under Online Bidders' name in the LA website and an e-mail registered in the LA website ("**registered e-mail**") by the Online Bidders shall be used by Leong Auctioneer to issue written notification to the Online Bidders pertaining to the public auction.
- 4.5. Online Bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents required including evidence of payment of the 10% deposit of the fixed reserve price onto the LA website **latest by 12 noon, at least one (1) working day before the auction date.**
- 4.6. In compliance with Section 4.5 above, Online Bidders acknowledge and agree that Leong Auctioneer, the Auctioneer, LA website, its agents and/or representatives has the right to use Online Bidders' information/details/evidences provided by Online Bidders or its agent for the purposes of registration and verification of Online Bidders, online bidding process and post public auction.
- 4.7. Online Bidders are solely responsible to identify the property correctly and to ensure that all details, liabilities, encumbrances and description of the property are correct and accurate before online bidding.
- 4.8. It is the sole and absolute responsibility of all Online Bidders at their own costs and expenses, to seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra only or a Malay Reserved property and/or is a low/medium cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property whether has been issued or not and its particulars, if the title of the property has been issued whether the developer is agreeable to a direct transfer of the property in favour of the successful purchaser, the liabilities over the property including the outstanding service or maintenance charges owing to the relevant authorities or the Developer or the management office and other obligations in respect of the Property and the Online Bidders' eligibility and qualification to purchase the Property). Online Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer, Leong Auctioneer and LA website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the Online Bidders in respect of any of the aforesaid.

#### **5. 10% (TEN PERCENT) DEPOSIT PAYMENT OF THE FIXED RESERVE PRICE**

- 5.1 Online Bidders must make deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale, i.e. 10% (ten percent) deposit of the reserve price.
- 5.2 Payment of the 10% (ten percent) deposit ("**10% deposit**") must be submitted via online bank transfer and/or by Bank Draft/Cashier's Order latest by 12 noon, at least one (1) working day before the auction date with the following details:-
  - a) Account's Name : **LEONG AUCTIONEER SDN. BHD.**
  - b) Name of bank : **HSBC BANK MALAYSIA BERHAD**
  - c) Bank's account No : **1056 953 24101**
  - d) Description : **DEPOSIT (NAME & CONTACT NO)**
- 5.3 Online Bidders shall solely be responsible to keep the evidence payment of the 10% deposit paid to claim for the refund in the event of withdrawal bidding or unsuccessful bid.

#### **6. VERIFICATION OF THE REGISTRATION OF ONLINE BIDDERS**

- 6.1. Registration of Online Bidders shall be subjected to verification and approval by Leong Auctioneer and subject further to the 10% deposit payment by Bank Draft/Cashier's Order being verified by Leong Auctioneer and/or the 10% deposit payment via online bank transfer being cleared by the Bank. Approval from Leong Auctioneer may take at least one (1) working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the Auctioneer. Leong Auctioneer, the Auctioneer, LA website, its agents and/or representatives shall not be held liable in the event the registration of the Online Bidders is rejected and/or delayed for any reason whatsoever. In the event the registration is rejected, the 10% deposit paid by Bank Draft/Cashier's Order shall be returned to the Online Bidders and/or the 10% deposit payment via online bank transfer (if cleared by the Bank) shall be refunded by Leong Auctioneer to the same bank account from which the deposit was made within two (2) working days.
- 6.2. Upon approval and verification by Leong Auctioneer and subject to the 10% deposit payment by Bank Draft/Cashier's Order received by Leong Auctioneer and/or the 10% deposit payment via online bank transfer being cleared by the Bank, the Online Bidders who successfully registered as registered Online Bidders will receive a **secured hyperlink** via "registered e-mail" which allows the registered Online Bidders to bid online for the property on the auction date.
- 6.3. Registered Online Bidders agrees to comply with all the security precautions related to the usage and protection of the **secured hyperlink** or generally in respect of the use of this service.
- 6.4. Registered Online Bidders is fully responsible to the privacy and confidentiality of the usage of the **secured hyperlink** and not to reveal the **secured hyperlink** to anyone at any time and in the event the **secured hyperlink** is disclosed to any other person at any time and under any circumstances, whether intentionally or unintentionally, the registered Online Bidders shall immediately without delay notify Leong Auctioneer.
- 6.5. Upon receipt of the **secured hyperlink**, only one device may be used to access the online bidding interface at any one time.

#### **7. WITHDRAWAL BEFORE BIDDING**

- 7.1. Registered Online Bidders who have paid the 10% deposit, may withdraw from the public auction by e-mailing the withdrawal request and enclosing evidence payment of 10% deposit to Leong Auctioneer latest by 5.00 pm, at least one (1) working day before the auction date.
- 7.2. The 10% deposit paid by Bank Draft/Cashier's Order shall be returned to the Online Bidders and/or the 10% deposit payment via online bank transfer (if cleared by the Bank) shall be refunded to the same bank account from which the deposit transfer was made within two (2) working days.

#### **8. BIDDING RATE**

- 8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered Online Bidders and On-site Bidders and value of the property auctioned.
- 8.2. In the event there is only one Registered Online Bidders or On-site Bidders during the auction, the public auction will begin at the property reserve price while if there are more than one Registered Online Bidders and/or On-site Bidders, the public auction will begin at the increment rate which to be determined.

#### **9. ONLINE BIDDING PROCEDURES**

- 9.1. Any bid once entered by the registered Online Bidders or On-site Bidders shall be binding upon the registered Online Bidders and On-site Bidders and the bid shall not be withdrawn or retracted in any manner whatsoever.
- 9.2. In the event, there is only one (1) or more than one (1) registered Online Bidders and/or On-site Bidders and no bid is entered by the said registered Online Bidders and/or On-site Bidders, the public auction in respect of that particular property shall be aborted.

- 9.3. Online Bidding shall generally commence based on the sequence of the lot of the property being shown on the bidding page in the LA website. However, the Auctioneer has the right to vary the sequence of the lot of the property without having to give prior notice to registered Online Bidders.
- 9.4. It shall be the responsibility of all registered Online Bidders to login through the LA website **at least 15 (fifteen) minutes before the auction time on the date of auction** and to wait for their turn to bid online for the property lot in which they have registered.
- 9.5. The public auction shall commence after the countdown of 5,4,3,2,1 and when a flash message stating **“Auction Started. Enter your bid now”** is displayed.
- 9.6. Registered Online Bidders shall start bidding online by pressing the **“BID button”** (for the 1st bid) and the bidding amount stated button for the subsequent bids. Each bid will be called for three (3) times **“First Calling”, “Second Calling” and “Last Calling”**. Registered Online Bidders are advised to make their bids early before the calling and not to wait until the “Last Calling”.
- 9.7. The information shown in the bidding page of the LA website of the new reserve price or increment rate prior to the commencement of the public auction shall be binding on all registered Online Bidders or On-site Bidders.
- 9.8. When the bidding website page displays **“No more Bids”**, no further bids shall be accepted by the Auctioneer whether Online or On-site and the registered Online Bidders or On-site Bidders with the highest bid shall be declared as the successful Purchaser (**“successful Purchaser”**) upon the fall of the hammer or any other manner deemed fit by the Auctioneer.
- 9.9. The successful and unsuccessful registered Online Bidders shall be notified via registered e-mail by Leong Auctioneer.
- 9.10. Unsuccessful registered Online Bidders via online bank transfer shall have the 10% deposit refunded to the same bank account from which the deposit transfer was made within two (2) working days. For unsuccessful registered Online Bidders via Bank Draft/Cashier's Order may collect their deposit from Leong Auctioneer after the auction date.
- 9.11. In the event of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale after the fall of the hammer, the Auctioneer may at his own option forthwith determine the dispute or put up the property for sale again or put the property at the last undisputed bid and/or in the event the public auction is deferred due to technical reasons, clarification, disruption or unforeseen circumstances, the Auctioneer may at his discretion decide to pause, restart, postpone and/or withdraw the property from the public auction and the registered Online Bidders will be notified of this on the bidding page of the LA website.
- 9.12. The Assignee/Bank shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever and the registered Online Bidders will be notified on the LA website.
- 9.13. The information shown in the bidding page of the LA website on the declaration of the successful Purchaser shall be binding on all registered Online Bidders and On-site Bidders.
- 9.14. The decision of the Auctioneer shall be final and conclusive.

#### **10. POST PUBLIC AUCTION**

- 10.1. The registered Online Bidders who is a Successful Purchaser in the auction sale (**“successful online bidder”**) shall undertake to **sign the Memorandum of Contract** and to pay the differential sum (if any) between the sum equivalent to 10% of the purchase price and the 10% deposit paid under Clause 5.1 above at the office of Leong Auctioneer **within three (3) working days from the date of auction**, failing which the 10% deposit paid shall be forfeited to the Assignee/Bank and the auction sale shall be deemed cancelled/terminated and the property may be put up for sale again without further notice to the successful online bidder.
- 10.2. The successful online bidder who is unable to sign the Memorandum of Contract at the office of Leong Auctioneer may do so by authorizing his/her/their agent to execute the same on his/her/their behalf by furnishing the following documents to Leong Auctioneer.
  - 10.2.1 A copy of the agent's Identity Card (both sides);
  - 10.2.2 A copy of successful online bidder's Identity Card; and
  - 10.2.3 A copy of the Letter of Authorization (if individual) or certified true copy of the Board of Director's Resolution (if company) authorizing such person to do so.
- 10.3. In the event if there is inconsistency between the personal details and documents uploaded in the LA website and the actual documents produced by the successful online bidder/authorized agent at the office of Leong Auctioneer, the Auctioneer shall have the right to refuse the successful online bidder/authorized agent from signing the Memorandum of Contract and the Auctioneer may at the Auctioneer's discretion cancel and terminate the sale and the 10% deposit paid shall be forfeited by the Assignee/Bank and the property may be put up for sale again.
- 10.4. The Memorandum of Contract, upon being signed by the successful online bidder /authorized agent, the Auctioneer and Assignee/Bank's Solicitor, shall be a conclusive evidence for the sale of the property to the successful online bidder.
- 10.5. An original Memorandum of Contract duly signed and stamped shall be collected by successful online bidder/authorized agent at the office of Leong Auctioneer within seven (7) days from the notification issued by Leong Auctioneer through a letter/e-mail/sms/whatsapp. Failing which, an original Memorandum of Contract duly signed and stamped shall be delivered to the successful online bidder by POS LAJU to the address of the successful online bidder provided in the Memorandum of Contract and/or address provided during registration and Leong Auctioneer shall not in any way be responsible or liable for any cost and expenses or loss arising thereof.
- 10.6. The successful online bidder shall settle the balance purchase price within ninety (90) days from the date of auction sale.

#### **11. APPLICABLE LAWS AND JURISDICTION**

- 11.1. The usage of LA website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.
- 11.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

#### **12. CONFIDENTIALITY OF INFORMATION**

- 12.1. By accessing this LA website, all the Online Bidders acknowledge and agree that Leong Auctioneer and LA website may collect, retain, or disclose the Online Bidder's information or any information by the Online Bidders for the effectiveness of services and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
- 12.2. All Online Bidders agree to accept all relevant risks when using the services in the LA website and the Assignee/Bank, the Assignee/Bank's Solicitors and Leong Auctioneer or their respective servants or agents shall not be liable for any unauthorized access, claim or any consequential loss or damages suffered as a result thereof.

#### **13. INTELLECTUAL PROPERTY**

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

#### **14. MISCELLANEOUS**

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