

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI SURAT IKATAN PENYERAHAN HAK (DENGAN CARA SEKURITI), PERJANJIAN PEMBELIAN HARTANAH DAN PERJANJIAN JUALAN HARTANAH KESEMUANYA BERTARIKH 25HB FEBRUARI 2020

Antara

LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM  
(dahulunya dikenali sebagai Bahagian Pinjaman Perumahan, Perbendaharaan Malaysia)  
Dan  
MUHAMAD HASRI BIN FADZIL (: 921028-02-5565/T 1169762)

PEMEGANG SERAHHAK/PEMBIAYA

PIHAK PENYERAH HAK/ PELANGGAN

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pemegang Serahhak/Pembiaya di bawah Surat Ikatan Penyerahan Hak (dengan cara sekuriti), Perjanjian Pembelian Hartanah dan Perjanjian Jualan Hartanah kesemuanya bertarikh 25hb Februari 2020 di antara Pemegang Serahhak/Pembiaya dan Penyerahhak/Pelanggan berkenaan dengan Perjanjian Jual-Beli diantara VISTANA JATI SDN BHD (NO. SYARIKAT 898571-T)("Pihak Penjual") dan MUHAMAD HASRI BIN FADZIL(921028-02-5565/T 1169762)("Pihak Pembeli") bertarikh 22hb Januari 2020 adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Pembiaya tersebut dengan bantuan Pelelong yang tersebut di bawah

**AKAN MENJUAL HARTANAH YANG DIHURAikan DI BAWAH SECARA**

## LELONGAN AWAM

**PADA 23HB OGOS, 2024 BERSAMAAN HARI JUMAAT, JAM 10.30 PAGI**

**DI ARENAAUCTIONEERS.COM**

**&**

(Pendaftaran pembida dan pembayaran deposit hendaklah di buat sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan, selewat-lwatnya pada pukul 5 petang; Jika tidak, Pelelong mempunyai hak untuk menolak pendaftaran. Pembida dikehendaki untuk log masuk pautan yang diberikan dan diminta bersedia sebelum masa lelongan.) Bakal pembeli adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di [arenaauctioneers.com](http://arenaauctioneers.com)

- NOTA :** (1) Sebelum jualan lelong, bakal-bakal pembeli adalah dinasihatkan agar: -  
(i) memeriksa Hartanah tersebut (ii) mendapatkan pengesahan daripada Pihak Pemaju/Tuantanah dan/atau Pihak berkuasa berkenaan samada ketetapan butir-butir Hartanah tersebut adalah betul (iii) membuat carian hakmilik secara rasmi (iv) mendapatkan salinan Syarat-syarat Jualan daripada Pihak Pelelong dan meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-Syarat Jualan.  
(2) Setakat tarikh lelong, kebenaran (jika bersesuaian) daripada Pihak Pemaju/Tuanpunya dan/atau pihak berkuasa berkenaan masih belum diperolehi, walaubagaimanapun adalah menjadi tanggungjawab dan liabiliti pembeli yang berjaya untuk mendapatkan kebenaran/pindahmilik (jika bersesuaian) berkenaan dengan lelongan daripada Pihak Pemaju/Tuanpunya dan/atau pihak berkuasa berkenaan. Bakal Pembeli adalah dinasihatkan untuk membuat pertanyaan daripada Pihak Pemaju dan/atau pihak berkuasa berkenaan, samada hakmilik strata/individu hartanah tersebut telah dikeluarkan dan/atau samada Pihak Pemaju bersetuju untuk memberi pindah milik terus atau sebaliknya, samada atau tidak hartanah tersebut dikhaskan untuk kaum Bumiputera sahaja dan/atau hartanah kos rendah/ sederhana dan samada atau tidak pembida mampu dan layak untuk membeli hartanah tersebut, sebelum membuat tawaran. Hartanah yang mana dikhaskan kepada Bumiputera sahaja, hanya Bumiputera atau kepunyaan firma atau korporat Bumiputera sahaja akan dibenarkan untuk membuat tawaran lelongan tersebut.  
(3) Bagi Bukan Warganegara Malaysia/Syarikat Asing/Penduduk Tetap, bakal Pembeli hendaklah mendapatkan kebenaran untuk membeli daripada Pihak Berkuasa berkenaan sebelum lelongan.  
(4) Pihak Pembeli adalah bertanggungjawab memohon kebenaran untuk pindahmilik daripada Pihak Pemaju/Tuantanah atau pihak berkuasa berkenaan, jika bersesuaian.

### BUTIR-BUTIR HAKMILIK

HAKMILIK STRATA	: Telah dikeluarkan
NO. HAKMILIK INDUK/LOT	: PN 1065875/M3/7/1441 Lot 409078, Mukim Kampar, Daerah Kampar, Negeri Perak Darul Ridzuan
NO. PETAK PEMAJU	: No. Petak 1441, No. Tingkat 7, No. Bangunan M3
KELUASAN TANAH	: 269 k.p / 25.00 m.p
PENJUAL	: VISTANA JATI SDN BHD (NO. SYARIKAT 898571-T)
PEMAJU	: VISTANA JATI SDN BHD (NO. SYARIKAT 898571-T)
PEMILIK BERDAFTAR	: VISTANA JATI SDN BHD (NO. SYARIKAT 898571-T)
PEMILIK BENEFISIAL	: MUHAMAD HASRI BIN FADZIL (: 921028-02-5565/T 1169762)
BEBANAN	: Telah diserahkan kepada <b>LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM</b> (dahulunya dikenali sebagai Bahagian Pinjaman Perumahan, Perbendaharaan Malaysia)
PEGANGAN	: Faedah pegangan pajak 99 tahun tamat pada 1 November 2116
KATEGORI KEGUNAAN TANAH	: Bangunan
SYARAT NYATA	: Perniagaan-Perniagaan dan Kediaman
SEKATAN KEPENTINGAN	: Tanah ini hanya boleh dipindahmilik atau dipajak dengan kebenaran bertulis oleh Pihak Berkuasa Negeri ii. Tanah ini hanya boleh dipindahmilik atau dipajak dengan kebenaran bertulis oleh Pihak Berkuasa Negeri Sekatan ini dikecualikan kepada pembeli bumiputera bagi pindah milik kedua dan seterusnya. (sekatan ini cuma bagi plot plot kuota bumiputera)

### LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah **unit pangsapuri servis dua bilik tidur** dikenali sebagai No. Petak 1441, No. Tingkat 7, No. Bangunan M3 beralamat pos di **NO. CS-6-26, BLOK C, UNI SUITES KAMPAR, OFF JALAN BATU KARANG, BANDAR BARU KAMPAR, 31900 KAMPAR, PERAK DARUL RIDZUAN.**

### HARGA RIZAB:

Hartanah tersebut akan dijual dalam keadaan "**seperti mana sedia ada**" dan tertakluk kepada satu harga rizab sebanyak **RM75,000.00 (RINGGIT MALAYSIA: TUJUH PULUH LIMA RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhak dari Pemegang Serahhak/Pembiaya dan tertakluk kepada Penawar / Pembida 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 dan caj perkhidmatan/penyenggaraan sahaja yang mungkin dikenakan oleh Pemaju atau Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian. Segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli.**

### DEPOSIT:

Penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab secara pindahan bank tempatan ("local bank transfer") kepada akaun berikut:-

- |                |  |
|----------------|--|
| i) Akaun       | : ARENA AUCTIONEERS SDN BHD (BIDDER DEPOSIT) |
| ii) Bank       | : MALAYAN BANKING BERHAD                     |
| iii) No. Akaun | : 5620-8563-6477                             |

Bukti pembayaran hendaklah dimuatnaik sebelum pendaftaran ditutup.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan Tetuan RAIMY FUAAD AQIS, Peguamcara bagi Pemegang Serahhak/Pembiaya yang beralamat di **No. 30A, Jalan Kamaruddin Isa, Fair Park, 31400 Ipoh, Perak Darul Ridzuan. [No. Ruj: Please Advise] (No. Tel: 05-546 5155)** atau Pelelong yang tersebut di bawah:-

*We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice*

ARENA AUCTIONEERS SDN. BHD.  
•(201401016251 (1092337-X))

ADDRESS : No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.

TEL NO. : 03-7845 5890 / 03-7842 2137 / 03-7832 4047, WEBSITE : arenauctioneers.com

EMAIL : aasb@arenauctioneers.com, LOT ID : 17782

REF NO. : AASB2392/LPPSA (MEGA)/179/066/24-A01(BK-1)

MOHD HAIKAL BIN SHAFIE

[Pelelong Berlesen]

012-327-5047

# PROCLAMATION OF SALE

IN THE MATTER OF THE DEED OF ASSIGNMENT (BY WAY OF SECURITY), PROPERTY PURCHASE AGREEMENT AND PROPERTY SALE AGREEMENT ALL DATED 25TH DAY OF FEBRUARY 2020

Between

LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM  
(formerly known as Bahagian Pinjaman Perumahan, Perbendaharaan Malaysia)  
And

ASSIGNEE / FINANCIER

MUHAMAD HASRI BIN FADZIL (: 921028-02-5565/T 1169762)

ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Financier under the **Deed of Assignment (by way of security), Property Purchase Agreement and Property Sale Agreement** all dated 25th day of February 2020 entered into between the Assignee/Financier and the Assignor/Customer, in relation to Sale and Purchase Agreement dated 22th day of January 2020 entered into between **VISTANA JATI SDN BHD (COMPANY NO. 898571-T)** ("The Vendor") and **MUHAMAD HASRI BIN FADZIL(921028-02-5565/T 1169762)** ("The Purchaser") it is hereby proclaimed that the Assignee/ Financier with the assistance of the undermentioned Auctioneer

**WILL SELL THE PROPERTY DESCRIBED BELOW BY  
PUBLIC AUCTION  
VIA ONLINE BIDDING  
FRIDAY, THE 23RD AUGUST, 2024, AT 10.30 AM IN THE MORNING,  
AT ARENAAUCTIONEERS.COM**

&

(Bidder registration and payment of auction deposit must be made by 5pm, at least one (1) working day before auction date; otherwise the Auctioneer has the right to reject the registration. Bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time) Bidders are further subject to the terms and conditions on [arenaauctioneers.com](http://arenaauctioneers.com)

- Note :** (1) Prior to the auction sale, all intending bidders are advised to: -  
(i) inspect the subject Property (ii) obtain confirmation from the Developer/Landowner and/or other relevant authorities as to the correctness of the particulars of the Property (iii) conduct an official title search (iv) obtain a copy of the Conditions of Sale from the Auctioneer and seek independent legal advice on all matters in connection with the auction sale, including the Conditions of Sale.  
(2) As at the auction date, consent (if applicable) from the Developer/Proprietor and/or the relevant authorities is yet to be obtained, however it is the responsibility and liability of successful bidder to obtain the consent/transfer (if applicable) pertaining to the auction from the Developer/Proprietor and/or the relevant authorities. The onus is on all intending bidders to seek confirmation from the Developer and/or relevant authorities, whether the individual/strata title of the property has been issued and/or whether the Developer is agreeable for a direct transfer or otherwise, whether or not the Property is reserved for Bumiputra only and/or is a low /medium cost property and whether or not the intending bidder is eligible and qualified to purchase the property, prior to the auction. Where the Property is reserved for Bumiputra only, only Bumiputras or wholly owned Bumiputra body corporate or firm are allowed to bid.  
(3) For Foreign Citizen/Foreign Company/Permanent Resident, intending Bidders shall obtain consent to purchase from the relevant authorities prior to the auction.  
(4) The Purchaser shall be responsible to apply for consent for the transfer in favour of the Purchaser from the Developer/Landowner or other relevant authorities, if applicable.

## PARTICULARS OF TITLE

STRATA TITLE	:	Has been issued
MASTER TITLE NO. & LOT NO.	:	PN 1065875/M3/7/1441 Lot 409078, Mukim of Kampar, District of Kampar, State of Perak Darul Ridzuan
DEVELOPER'S PARCEL NO.	:	Parcel No. 1441, Storey No. 7, Building No. M3
LAND AREA	:	269 sq. ft / 25.00 sq. m
VENDOR	:	VISTANA JATI SDN BHD (COMPANY NO. 898571-T)
DEVELOPER	:	VISTANA JATI SDN BHD (COMPANY NO. 898571-T)
REGISTERED PROPRIETOR	:	VISTANA JATI SDN BHD (COMPANY NO. 898571-T)
BENEFICIAL OWNER	:	MUHAMAD HASRI BIN FADZIL (: 921028-02-5565/T 1169762)
ENCUMBRANCE	:	Assigned to <b>LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM (formerly known as Bahagian Pinjaman Perumahan, Perbendaharaan Malaysia)</b>
TENURE	:	99-year leasehold interest expiring on 1st November 2116
CATEGORY OF LAND USE	:	"Bangunan"
EXPRESS CONDITIONS	:	"Perniagaan-Perniagaan dan Kediaman"
RESTRICTION IN INTEREST	:	i. Tanah ini hanya boleh dipindahmilik atau dipajak dengan kebenaran bertulis oleh Pihak Berkuasa Negeri ii. Tanah ini hanya boleh dipindahmilik atau dipajak dengan kebenaran bertulis oleh Pihak Berkuasa Negeri Sekatan ini dikecualikan kepada pembeli bumiputera bagi pindah milik kedua dan seterusnya. (sekatan ini cuma bagi plot plot kuota bumiputera)

## LOCATION AND DESCRIPTION:

The subject property is a **two-bedroom serviced apartment unit** identified as Parcel No. 1441, Storey No. 7, Building No. M3 bearing postal address **NO. CS-6-26, BLOK C, UNI SUITES KAMPAR, OFF JALAN BATU KARANG, BANDAR BARU KAMPAR, 31900 KAMPAR, PERAK DARUL RIDZUAN.**

## RESERVE PRICE:

The property will be sold on an "**as is where is**" basis and subject to a reserve price of **RM75,000.00 (RINGGIT MALAYSIA: SEVENTY FIVE THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/ Financier subject to the approval being obtained by the Bidder 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 and service/maintenance charges only which may be lawfully due to the Developer or 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..**

## DEPOSIT:

All intending bidders are required to deposit 10 % from the reserve price via local bank transfer in favour of:-

- |                   |   |  |
|-------------------|---|--|
| i) Account's Name | : | ARENA AUCTIONEERS SDN BHD (BIDDER DEPOSIT) |
| ii) Bank          | : | MALAYAN BANKING BERHAD                     |
| iii) Account No.  | : | 5620-8563-6477                             |

Evidence of transfer must be uploaded and submitted before the registration closed.

FOR FURTHER PARTICULARS, please contact Messrs RAIMY FUAAD AQIS of No. 30A, Jalan Kamaruddin Isa, Fair Park, 31400 Ipoh, Perak Darul Ridzuan.. [Ref No.: Please Advise] (Tel No.: 05-546 5155), Solicitors for the Assignee/Financier herein or the undermentioned Auctioneer.

ARENA AUCTIONEERS SDN. BHD. (201401016251 (1092337-X))

*We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice*

ADDRESS : No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.  
TEL NO. : 03-7845 5890 / 03-7842 2137 / 03-7832 4047, WEBSITE : arenauctioneers.com  
EMAIL : aasb@arenauctioneers.com, LOT ID : 17782  
REF NO. : AASB2392/LPPSA (MEGA)/179/066/24-A01(BK-1)

MOHD HAIKAL BIN SHAFIE  
[Licensed Auctioneers]  
012-327-5047

# SYARAT-SYARAT JUALAN

# ONLINE TERMS AND CONDITIONS - ARENA AUCTIONEERS SDN BHD

The Terms and Conditions specified herein shall govern all users of [arenaauctioneers.com](http://arenaauctioneers.com) ("ARENA AUCTIONEERS SDN BHD website"). ARENA AUCTIONEERS SDN BHD has agreements with various individuals and corporations, etc. ("Auctioneers") to market and advertise certain properties and/or financial instruments ("Property" or "Properties") through ARENA AUCTIONEERS SDN BHD website. All properties offered on ARENA AUCTIONEERS SDN BHD website shall be offered subject to the Bank's approval of the final terms and conditions.  
All USERS MUST AGREE TO THE TERMS BEFORE BIDDING

## 1. REQUIREMENT ON ELIGIBILITY OF E-BIDDERS

- 1.1 Parties who are intent to participate in public auction ("E-Bidders") may do so by log in on to ARENA AUCTIONEERS SDN BHD website and register as a user.
- 1.2 E-Bidders who register as a user to participate in the public auction via ARENA AUCTIONEERS SDN BHD website shall:
  - (a) Be of 18 years and above, in a rational mind and not a bankrupt person.
  - (b) For a company, must be incorporated under the laws of Malaysia and must not be in liquidation;
  - (c) Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-Bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3 E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-Bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.
- 1.4 ARENA AUCTIONEERS SDN BHD services are available only to individuals who can form legally binding contracts under applicable law. ARENA AUCTIONEERS SDN BHD services are not available to minors or to previously suspended ARENA AUCTIONEERS SDN BHD users. If you register as a business entity, by placing a bid, you represent that you have the authority to bind the entity to this Agreement and other related agreements.

## 2. PROPERTY VIEW & PROPERTY INFORMATION

- 2.1 Prospective bidders and interested parties may view general information about a property just by clicking the links to the property's Bid Page. Additional property information may also be available by clicking additional links located on a particular property's Bid Page.
- 2.2 If you elect to bid on a property, you must be registered to do so; however, you do not have to be registered in order to view bids for a property. All bids are open and displayed for public viewing unless otherwise noted. The Properties shall be offered through an Internet auction process with a specified opening and closing date. You can bid on properties either from a property's Bid Page or from your Current Registered Auction listing page, which can display multiple properties for a bidder to monitor or place bids on.
- 2.3 It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-Bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneers, the Assignee/Bank, the Assignee/Bank's solicitors and ARENA AUCTIONEERS SDN BHD website do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

## 3. REGISTRATION OF E-BIDDERS

- 3.1 Registration is currently free and is necessary to unlock many of the site's more useful features. E-Bidders shall provide true, current and accurate information to register as a user.
- 3.2 E-Bidders only need to register as user once and the registered E-Bidder's username and password can be used for the subsequent auctions on the ARENA AUCTIONEERS SDN BHD website.
- 3.3 E-Bidders should keep their account details strictly confidential and must not permit any third party to use or access the E-Bidders' account on behalf or otherwise. The E-Bidders shall be liable for any bids made via the E-Bidders' account.
- 3.4 E-Bidders may browse through the E-Bidding Dashboard on the website and select the properties they wish to bid.
- 3.5 By register and proceed with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the ARENA AUCTIONEERS SDN BHD website Terms & Conditions.
- 3.6 The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 3.7 Individual E-Bidders are required to upload copies of identification documents.
- 3.8 For E-Bidders who wish to purchase property under companies, need to provide certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution.
- 3.9 E-Bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.
- 3.10 E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made **via local bank instant transfer** in favour of:

**ARENA AUCTIONEERS SDN BHD (BIDDER DEPOSIT) Maybank 5620-8563-6477.**

Evidence of the transfer must be uploaded and submitted before the registration closed.

- 3.11 E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the ARENA AUCTIONEERS SDN BHD website latest at least one (1) working day before the auction date.
- 3.12 Registration shall be subject to verification and approval of ARENA AUCTIONEERS SDN BHD website and subject further to deposit payment being cleared by the bank. Please take note that approval from ARENA AUCTIONEERS SDN BHD administrator 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 ARENA AUCTIONEERS SDN BHD website. ARENA AUCTIONEERS SDN BHD website will not bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidders is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **three (3) working days**.
- 3.13 If E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
  - a) The person's NRIC copy (front and back); and
  - b) A copy of the relevant Letter of Authorization.
- 3.14 Upon approval and verification by ARENA AUCTIONEERS SDN BHD website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive email and E-Bidder ID from ARENA AUCTIONEERS SDN BHD which will be used on the auction day.
- 3.15 Bidding may be done via a computer, smart phone or any device with internet connection.
- 3.16 Once the E-Bidders have successfully registered for Online Bidding, the E-Bidders will be eligible to bid online.
- 3.17 The registration of an individual or company as a user on the ARENA AUCTIONEERS SDN BHD website shall not be taken as approval of eligibility of the intended E-Bidders to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-Bidders.

## 4. ONLINE PUBLIC AUCTION BIDDING PROCEDURES

- 4.1 Bidding shall generally commence based on the sequence of the lot being shown on the ARENA AUCTIONEERS SDN BHD website. However the Auctioneer has the right to vary this sequence without notice.
- 4.2 It shall be the responsibility of registered E-Bidders to log in through the ARENA AUCTIONEERS SDN BHD website to wait for their turn to bid for the property lot in which they intend to bid. Different computers have different connection speeds, waiting until the last 5 or 10 seconds to place your bid is not recommended. The countdown clock on [arenaauctioneers.com](http://arenaauctioneers.com) should be considered accurate but not exact.
- 4.3 The Auctioneer has the right to set a new reserve price in the event there is more than one (1) bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.
- 4.4 Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
- 4.5 Auction starts when a flash message "Starts" is displayed, followed by a message stating "Auction started". Button BID NOW will appear when it is the time to bid.
- 4.6 Each bid will be called for three (3) times, "First Call", "Second Call", "Final Call". Registered E-Bidders may submit their bid at any of these stages of biddings by click the BID NOW Button.
- 4.7 Any bid by the registered E-Bidders shall not be withdrawn once entered.

- 4.8 In the event of any clarification, disruption or special situation, the Auctioneer may at his sole discretion decide to pause, postpone and/or call off the public auction. The EBidders will be notified of this on the webpage.
- 4.9 When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or E-Bidders.
- 4.10 The on-site or E-Bidders with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 4.11 The decision of the Auctioneer shall be final and binding on all on-site and/or E-Bidders.
- 4.12 Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made **within three (3) working days**.
- 4.13 The information shown and/or prompted on the screen handled by the Arena website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.
5. **POST ONLINE PUBLIC AUCTION SALE**
  - 5.1 Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum/Contract of Sale and pay the difference between 10% of the purchase price and the deposit paid under clause 3.10 above ("differential sum") at the office of the Auctioneer **on the same day as the auction day**, failing which the deposit paid will be forfeited to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said EBidders. The Auctioneer shall send the Memorandum/Contract of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.10 above and the differential sum paid under this clause (if any) to the Assignee Bank.
  - 5.2 Any successful E-Bidders who is unable to attend to sign the Memorandum/Contract of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person and print a copy of the letter of authorisation from ARENA AUCTIONEERS SDN BHD website. The authorised person shall provide the Letter of Authorisation signed by the successful E-Bidders together with a copy of his/her identity card to the Auctioneer.
  - 5.3 In the event if there is inconsistency between the personal details and documents uploaded in the ARENA AUCTIONEERS SDN BHD website and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum/Contract of Sale and may at his discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction and the balance (if any) shall be refunded to the successful E-Bidders.
  - 5.4 The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitors for the Assignee Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
  - 5.5 The Memorandum/Contract of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum/Contract of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.
6. **OTHER APPLICABLE TERMS & CONDITIONS**
  - 6.1 All registered E-Bidders at ARENA AUCTIONEERS SDN BHD website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
  - 6.2 ARENA AUCTIONEERS SDN BHD may from time to time add, modify, or delete any terms and conditions herein.
  - 6.3 E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.
  - 6.4 ARENA AUCTIONEERS SDN BHD or the ARENA AUCTIONEERS SDN BHD website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at ARENA AUCTIONEERS SDN BHD website.
  - 6.5 ARENA AUCTIONEERS SDN BHD website is owned and operated by ARENA AUCTIONEERS SDN BHD. The E-Bidders agree and accept that ARENA AUCTIONEERS SDN BHD or the Auctioneer or the Assignee Bank in which ARENA AUCTIONEERS SDN BHD acts for or their Solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the ARENA AUCTIONEERS SDN BHD website.
7. **APPLICABLE LAWS AND JURISDICTION**
  - 7.1 The usage of ARENA AUCTIONEERS SDN BHD website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
  - 7.2 The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.
8. **CONFIDENTIALITY OF INFORMATION**
  - 8.1 By accessing this ARENA AUCTIONEERS SDN BHD website, the E-Bidders acknowledge and agree that ARENA AUCTIONEERS SDN BHD website may collect, retain, or disclose the E-Bidder's information or any information by the E-Bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
  - 8.2 E-Bidders agree to accept all associated risks when using the service in the ARENA AUCTIONEERS SDN BHD website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
  - 8.3 E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
  - 8.4 E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
  - 8.5 E-Bidders accept the responsibility that in any event that the password are in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidders shall immediately notify ARENA AUCTIONEERS SDN BHD.
9. **INTELLECTUAL PROPERTY**
  - 9.1 Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the ARENA AUCTIONEERS SDN BHD website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from ARENA AUCTIONEERS SDN BHD website.
  - 9.2 In the event of any infringement of intellectual property rights under the Terms and Conditions herein, ARENA AUCTIONEERS SDN BHD website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.
10. **MISCELLANEOUS**
  - 10.1 In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.
  - 10.2 In the event of any inconsistency between the Terms & Condition stated herein and the Condition of Sales attached to the Proclamation of Sale, the Condition of Sale attached to the Proclamation of Sale shall prevail.
  - 10.3 Words importing the singular number shall include the plural number and vice versa.