

PROCLAMATION OF SALE MOTOR VEHICLES

For Sale By Public Auction

On Friday, 27th September 2019 @ 3.00 p.m

Venue : Auction Room, Property Auction House Sdn Bhd

No. 15 & 16, 1st Floor, Lebu Sungai Pinang 5 (Persiaran Karpal Singh), 11600 Penang

www.autoauction.com.my

Alternatively, prospect bidders may submit bids for the Auto e-Bidding via

www.autoauction.com.my

*For online bidding, please register at least one (1) working day before auction day for registration & verification purposes

LEGAL OWNER : CIMB BANK BERHAD (13491-P) / CIMB ISLAMIC BANK BERHAD (671380-H)

| LOT NO | REGISTRATION NO | MAKE & MODEL | YEAR OF MAKE | REGN. CARD (YES / NO) | REMARKS | PUSPAKOM VR 1 RESULT | ENGINE NUMBER | CHASSIS NUMBER | TRANSMISSION TYPE | RESERVE PRICE (RM) |
|---|-----------------|------------------------|--------------|-----------------------|------------------------------|----------------------|----------------|-------------------|-------------------|--------------------|
| STORE YARD : FOCAL PARK ALOR SETAR - LOT 138A, BATU 5, JALAN LANGGAR, 05400, ALOR SETAR, KEDAH (04) 787 7972 | | | | | | | | | | |
| VIEWING DATE : 25TH & 26TH SEPTEMBER 2019 (10.00 AM - 4.00 PM) | | | | | | | | | | |
| N101 | RP9142 | PERODUA MYVI 1.5 | 2017 | NO | | PASSED | R61A23X | PM2M603S002184241 | A | 30,600.00 |
| STORE YARD : FOCAL PARK IPOH - PT 51683, JALAN JELAPANG, KAWASAN PERINDUSTRIAN TAMAN MERU, 30020 IPOH, PERAK (05) 529 3972 | | | | | | | | | | |
| VIEWING DATE : 25TH & 26TH SEPTEMBER 2019 (10.00 AM - 4.00 PM) | | | | | | | | | | |
| N201 | WUN7929 | MERCEDES BENZ E200 CGI | 2010 | YES | | PASSED | 27186030039630 | WDD2120486L006035 | A | 49,600.00 |
| N202 | WSW4157 | PROTON PERSONA 1.6 | 2009 | NO | | PASSED | S4PHWP2716 | PL1CM6SNR9G223565 | M | 6,100.00 |
| N203 | SAB4427V | PERODUA ALZA 1.5 | 2014 | NO | | VR-1 NOT DONE | G80B76A | PM2M502G002209097 | M | 26,000.00 |
| N204 | WB2685C | PERODUA MYVI 1.3 | 2014 | NO | | VR-1 NOT DONE | T55B72D | PM2M602S002214023 | A | 21,000.00 |
| N205 | AHH4913 | PERODUA MYVI 1.3 | 2010 | NO | | VR-1 NOT DONE | E72C29C | PM2M301S002423729 | M | 10,500.00 |
| N206 | AGH9190 | PROTON PERSONA 1.6 | 2008 | NO | | VR-1 NOT DONE | S4PHNV9743 | PL1CM6SNR8G142591 | M | 4,000.00 |
| N207 | AKJ2065 | PROTON SAGA FLX 1.3 | 2016 | NO | | VR-1 NOT DONE | S4PEUY8127 | PL1BT3STRGB533645 | A | 11,400.00 |
| N208 | WJE8236 | PROTON WIRA 1.5 | 2001 | NO | | VR-1 NOT DONE | 4G15P-HS0697 | PL1C97LKR1B595723 | A | 2,400.00 |
| N209 | AKK5028 | TOYOTA VIOS 1.5 | 2016 | NO | | VR-1 NOT DONE | 1NZZ424911 | PN153HYF005097904 | A | 40,000.00 |
| N210 | JPN5030 | PROTON EXORA 1.6 | 2013 | NO | | PASSED | S4PHTP8873 | PL1FZ6YDRDF115417 | A | 19,800.00 |
| N211 | G1M29 | BMW 525i | 2005/2010 | NO | AP COPY-FORM 1,8 & JK69 ONLY | VR-1 NOT DONE | 35543393256S5 | WBANA52040B575684 | A | 22,000.00 |
| N212 | JSP3550 | HONDA ACCORD 2.0 | 2012 | NO | WITHDRAWN | VR-1 NOT DONE | R20A34823273 | PMHCP1640BD803301 | A | 48,000.00 |
| N213 | AHN8819 | HONDA ODYSSEY 2.4 | 2006/2011 | NO | AP COPY-FORM 1,8 & JK69 ONLY | VR-1 NOT DONE | K24A5708373 | RB1-1207228 | A | 30,000.00 |
| N214 | AHW9833 | PERODUA VIVA 1.0 | 2012 | NO | | VR-1 NOT DONE | L75A69V | PM2L251S002177577 | A | 8,100.00 |
| N215 | VBB5013 | PROTON PERSONA 1.6 | 2017 | NO | | VR-1 NOT DONE | S4PHVL2153 | PL1BH6STRJG034747 | A | 31,000.00 |
| N216 | WYE743 | PROTON SAGA FLX 1.6 | 2013 | NO | | VR-1 NOT DONE | S4PHTM2088 | PL1BT6STRDB374745 | A | 13,300.00 |
| STORE YARD : NILAI POPULAR BTW - LOT 392, JLN BAGAN DALAM, 12100 BUTTERWORTH, PENANG (04) 310 6887 | | | | | | | | | | |
| VIEWING DATE : 25TH, 26TH SEPTEMBER 2019 (10.00 AM - 4.00PM) & 27TH SEPTEMBER 2019 (10.00 AM - 1.00 PM) | | | | | | | | | | |
| N301 | PGL7716 | PERODUA MYVI 1.0 | 2005 | NO | | PASSED | D16A45A | PM2M302S002001665 | M | 4,500.00 |
| N302 | PLY9075 | PROTON EXORA 1.6 | 2015 | NO | | PASSED | S4PHUN6874 | PL1FZ6YDRFF146428 | A | 25,200.00 |
| N303 | AJV5937 | PROTON PERSONA 1.6 | 2014 | NO | | PASSED | S4PHUH7680 | PL1CM6SRRFG443800 | A | 18,000.00 |
| N304 | PLM4194 | PROTON SAGA FLX 1.3 | 2014 | NO | | PASSED | S4PEUA0373 | PL1BT3STREB435933 | A | 15,100.00 |
| N305 | PKW8255 | TOYOTA PRIUS 1.8 | 2012 | NO | | PASSED | 2ZR5608283 | JTDKN36U205545691 | A | 18,400.00 |
| N306 | VC9306 | NISSAN ALMERA 1.5 | 2016 | NO | WITHDRAWN | VR-1 NOT DONE | HR15920414D | PN8BBAN17TCB56419 | A | 30,000.00 |
| N307 | VR5216 | PROTON IRIZ 1.3 | 2016 | NO | | VR-1 NOT DONE | S4PEVB2292 | PL1BH3LTRHG046298 | A | 17,000.00 |
| N308 | PLU759 | PROTON IRIZ 1.6 | 2014 | NO | | PASSED | S4PHUK2491 | PL1BH6LTRFG002187 | A | 19,900.00 |
| N309 | PLV8909 | PROTON PREVE 1.6 | 2014 | NO | | PASSED | S4PHUE0225 | PL1CR6SDREG052598 | A | 18,500.00 |
| N310 | PHX4823 | PROTON SAGA 1.3 | 2008 | NO | | VR-1 NOT DONE | S4PEPJ4064 | PL1BT3SRRB051347 | A | 4,200.00 |
| N311 | PKW1249 | PROTON SAGA FLX 1.3 | 2012 | NO | | PASSED | S4PETH0108 | PL1BT3SNRDB360140 | M | 7,700.00 |
| N312 | W1884J | PROTON SATRIA NEO 1.6 | 2013 | NO | | VR-1 NOT DONE | S4PHTU1577 | PL1BS6MNRB311779 | M | 17,100.00 |
| N313 | PLF7137 | VOLKSWAGEN GOLF 1.4 | 2013 | NO | | PASSED | CHP110452 | VVWZZAUZDW086233 | A | 36,900.00 |
| N314 | PNK5651 | HONDA JAZZ 1.5 | 2018 | NO | | VR-1 NOT DONE | L15Z26303431 | PMHKG5880JD503403 | A | 61,000.00 |

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|--|-----------------|--------------------------|--------------|-----------------------|-------------------------|----------------------|----------------|-------------------|-------------------|--------------------|
| N315 | WRB667 | NISSAN GRAND LIVINA 1.8 | 2008 | NO | | VR-1 NOT DONE | MR18*023746R | PN8BCAL10TCA23021 | A | 16,000.00 |
| STORE YARD : MNH HOLDING SDN BHD - LOT 1777 KAMPONG DURIAN BURONG, 20050, KUALA TERENGGANU (09) 623 6684 VIEWING DATE : 23TH SEPTEMBER 2019 & 24TH SEPTEMBER 2019 (10.00 AM - 4.00 PM) | | | | | | | | | | |
| N401 | TBQ2210 | PROTON SAGA FLX 1.3 | 2014 | NO | | PASSED | S4PEUK4553 | PL1BT3SNRFB485179 | M | 13,900.00 |
| N402 | WPM7252 | TOYOTA VIOS 1.5 | 2006 | NO | | VR-1 NOT DONE | 1NZX468376 | PN153HY4208062071 | A | 11,400.00 |
| N403 | TBD969 | MERCEDES BENZ CLS350 3.5 | 2006/2010 | NO | AP COPY-FORM 1,8 & JK69 | PASSED | 27296430084312 | WDD2193562A030100 | A | 29,100.00 |
| STORE YARD : FOCAL PARK SDN BHD KOTA BHARU - LOT 5198, PETAK 41, JALAN 20, KAWASAN PERINDUSTRIAN PENGKALAN CHEPA, FASA 2, PENGKALAN CHEPA, 16100 KOTA BHARU, KELANTAN (09) 774 7972 VIEWING DATE : 23TH SEPTEMBER 2019 & 24TH SEPTEMBER 2019 (10.00 AM - 4.00 PM) | | | | | | | | | | |
| N501 | AGD2863 | PERODUA MYVI 1.3 | 2007 | NO | WITHDRAWN | VR-1 NOT DONE | E00A86S | PM2M301S002138674 | A | 7,200.00 |
| N502 | JPN3794 | PROTON PERSONA 1.6 | 2013 | NO | | VR-1 NOT DONE | S4PHTN7849 | PL1CM6SRRDG413595 | A | 14,700.00 |
| N503 | DCH2047 | PROTON SAGA FLX 1.3 | 2013 | NO | | VR-1 NOT DONE | S4PETR5909 | PL1BT3STRDB394450 | A | 11,900.00 |
| N504 | WNH2715 | NAZA CITRA 2.0 | 2005 | NO | | VR-1 NOT DONE | G4GC5H313311 | PNAKB3L035G005349 | A | 3,000.00 |
| N505 | WWR4782 | PERODUA ALZA 1.5 | 2012 | NO | | VR-1 NOT DONE | G80A25K | PM2M502G002097245 | A | 21,000.00 |
| N506 | DBP2378 | PERODUA VIVA 850 | 2010 | NO | | VR-1 NOT DONE | K39A32H | PM2L252S002073921 | M | 5,400.00 |
| Next Auction Date: 11th October 2019 (by Ng Chan Mau & Co) | | | | | | | | | | |

MAIN TERMS & CONDITIONS

Prior to the auction sale, all intending bidders are required to deposit with the Auctioneer a sum of RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) ("Deposit") together with the buyer's premium of RM500.00 (if the Purchase Price is above RM5,000.00) or RM250.00 (if the Purchase Price is RM5,000.00 and below) (inclusive of taxes whenever applicable) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft in favour of **PROPERTY AUCTION HOUSE SDN. BHD.** **No personal cheques will be accepted.**

The balance of the purchase price shall be paid in full by the Purchaser within five (5) working days from the date of auction sale to the Legal Owner. All expenses incurred in respect of the ownership transfer shall be borne by the Purchaser.

The reserve price display and final bid (selling) price are inclusive of taxes (whenever applicable).

All vehicles are sold on an **"AS IS WHERE IS" BASIS** and subject to the **CONDITIONS OF SALE.**

Be sure to inspect the vehicles before bidding and no inspection is allowed during or after the auction.

All intending bidders are advised to inspect the conditions of the vehicles and conduct their own JPJ, PDRM (Police search) prior to the auction sale.

No document is given for vehicles cuts & joint.

IF, Puspakom VR 1 inspection is not done, successful bidder has to arrange for Puspakom VR 1 inspection on their own.

All successfully sold vehicles must have the inspection (VR1) by Puspakom before release from store yard.

NO REFUND shall be entertained for Puspakom VR 1 "Lulus Bersyarat", VR 1 "Gagal" due to engine changed and vehicles "Blacklisted" by the relevant authorities.

All details of the vehicles as listed in this POS are subject to change by the Legal Owner.

FOR FURTHER PARTICULARS AND CONDITIONS OF SALE PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG ON TO www.autoauction.com.my

PROPERTY AUCTION HOUSE SDN. BHD. (187793X)
No. 15 & 16, 1st Floor, Lebuh Sungai Pinang 5
Persiaran Karpal Singh
11600 Penang.

PATRICK WONG KOON MENG
DAVID THONG KIN KEONG
LICENSED AUCTIONEERS
Tel : 04-2820525 & 2820527

CIMB BANK BERHAD

HOTLINE: 03-2025 7377 or LOG ON TO apart.cimbbank.com.my

EMAIL ADDRESS : gcb.ccoacrdisposal@cimb.com

CONDITIONS OF SALE

ENTERING OR PURCHASING VEHICLE(S) IN THIS AUCTION CONSTITUTES ACCEPTANCE ON THE FOLLOWING CONDITIONS OF SALE.

1. **THIS SALE is made by *CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD (“Owner”) in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement/ Hire Purchase-i Agreement (the date(s) as appearing in the Proclamation of Sale) executed by (“Hirer”) as appearing in the Proclamation of Sale) in favour of the Owner and is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.**
2. The intending bidders may participate in the live auction sale (“Auction”) of the vehicles in either of the following manner:-

Bidding remotely or at auction venue on the Auction date using the dedicated Mobile app/ website online via www.autoauction.com.my (online bidders are also bound by online terms & conditions on www.autoauction.com.my).

Once a bid has been submitted, it cannot be retracted, deleted, or cancelled. The Owner is not responsible for any cancelled bids. The Owner still reserves the right to refuse any bid under Clause 6 below.
3. The Auction schedule will be updated on the Auctioneer’s website on monthly basis. Please check the Auction schedule regularly to find out the Auction date(s) for the respective month.
4. **The vehicle is sold on an “as is where is” basis.**
5. All intending bidders are required to deposit with the Auctioneer a sum of **RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) (“Deposit”) together with buyer’s premium of RM500.00 (if the Purchase Price is above RM5,000.00) or RM 250.00 (if the Purchase Price is RM 5,000.00 and below) (inclusive of taxes whenever applicable) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft** in favour of the **Auctioneer** prior to the auction sale. Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Owner to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is also not allowed to bid or to act as an agent.
6. **Subject to the Reserve Price together with taxes (whenever applicable),** the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (“**Successful Purchaser**”) and the Auctioneer and /or the Owner shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Owner’s consent, at his own discretion and with or without notice determine the dispute or re-conduct the auction sale at the last disputed bid or may postpone, cancel a sale or withdraw the Vehicle from the auction sale. The Owner and the Auctioneer will neither have liability nor obligation to the intending bidders as a result of any vehicle withdrawal, or the cancellation or postponement of the Auction. The intending bidders agree to indemnify, defend, and hold the Owner and the Auctioneer harmless from any and all liability arising out of any decisions made in resolving the disputes.
7. No bid shall be less than the last previous bid at a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder before the fall of the hammer and/or the decision of the Auctioneer, the Deposit of **RM1,000.00 or RM5,000.00 as the case may be,** shall be forfeited by the Owner and the vehicle shall at the option of the Owner be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date at the instruction of the Owner.
8. The price after the close of bidding shall be known as “**Purchase Price**”.
9. Immediately after the fall of the hammer and/or the decision of the Auctioneer to accept the highest bid, the deposit pursuant to Clause 5 above shall be treated as part payment to the Purchase Price. The Successful Purchaser shall be issued a Certificate of Sale that will be generated by the Auctioneer and the signature of the Successful Bidder is not required. The Successful Bidder hereby acknowledges and accepts the said Certificate of Sale as a valid transaction of sale and conclusive proof of the sale.
10. In the event that the Successful Purchaser after the completion of sale and after the fall of hammer, either prior or upon the issuance of the Certificate of Sale denies and/or refuses to acknowledge the sales, the Deposit paid pursuant to Clause 5 herein shall be forfeited by the Owner and the vehicle shall forthwith be put up for sale again or the Owner may decide to adjourn the auction sale to another date.
11. The balance of the Purchase Price shall be paid in full by the Successful Purchaser within **five (5) working days** from the date of auction sale to the Owner (“**Expiry Date**”). However, the period of five (5) working days may be extended by the Owner at its absolute discretion upon written request by the Successful Purchaser before Expiry Date provided always that the Successful Purchaser shall pay the Owner late payment charges to be determined by the Owner at its absolute discretion on or before the extended Expiry Date.
12. In default of such payment of the balance of purchase price or late payment charges (if applicable) within the time and in the manner as stipulated in Clause 11 above, the Deposit and the buyer’s premium paid pursuant to Clause 5 above shall be forfeited by the Owner and the vehicle may be put up for sale by the Owner at its sole discretion.
13. Upon full payment of the balance of the purchase price in accordance with Clause 11 above and late payment charges (if applicable), the Owner shall deliver to the respective store yard for the Successful Purchaser to collect the duly executed transfer document and the original registration card of the vehicle, if the same is in the possession of the Owner.
14. Time shall be the essence of this Certificate of Sale.
15. Any request for refund of monies (which is limited only to the following reasons) paid by the Successful Purchaser shall be allowed provided a written request together with supporting documents (contract note, JPJ search, etc.) is submitted to Owner within 30 days from the auction date:-

- (a) Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered,
 - (b) Information on the model of vehicle and year of manufacture are wrongly declared and do not match the information on the registration card,
 - (c) Transfer of ownership cannot be registered due to Police Bond, JPJ Blacklisted other than traffic summons.
 - (d) Only the Purchase Price will be refunded by Owner whereas the buyer's premium will be refunded by Auctioneer. Other cost including but not limited to repair, spray-painting, towing, etc will not be claimable by the Successful Purchaser.
16. For avoidance of doubt, **strictly NO REFUND SHALL BE ENTERTAINED FOR:-**
- (a) Claim for refund which is not submitted within thirty (30) days from the date of auction.
 - (b) Transfer of ownership which cannot be registered due to traffic summons.
 - (c) Vehicle with VR-1 "LULUS BERSYARAT" report which includes but not limited to pillar cut, change of engine, former usage as taxi, parts missing irrespective of whether the vehicle's condition is declared or not during the auction.
 - (d) Defects were found after the vehicle was released from the store yard notwithstanding the PUSPAKOM VR-1 inspection has failed,
 - (e) Vehicle was taken out from the store yard without prior PUSPAKOM VR-1 inspection at the Owner's panel storeyard.
 - (f) In the event custom duty on the vehicle was not paid.
- Note : The PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.
17. The Successful Purchaser's claim for refund shall only be limited to the Purchase Price paid for the Vehicle. The Purchase Price and the Buyer's Premium shall be refunded to the Successful Purchaser. The Successful Purchaser shall have no further claims against the Owner and/or the Auctioneer. The Owner and/or the Auctioneer shall not be liable for any consequential damages/losses of whatsoever nature suffered by the Buyer.
18. The Successful Purchaser admits and confirms that:
- (a) he has inspected the vehicle and tendered his bid with full knowledge/notice of the actual state and condition of the vehicle and purchases the vehicle on an "**as is where is**" basis and shall not be entitled to terminate his purchase or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of any misdescription of the condition, state and other aspects of the vehicle;
 - (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Owner and/or the Auctioneer;
 - (c) As from the time of the sale of the vehicle, the vehicle shall be at the sole risk of the Successful Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring.
19. The Owner gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale as to the state or condition of the vehicle other than that the Owner is the lawful and beneficial assignee of the vehicle. Save as aforesaid, no representation/warranty is made by or implied against the Owner in respect of the vehicle and all matters in relation hereto.
20. The Owner is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Owner to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.
21. The Owner disclaims all liability in any informal communication between the Successful Purchaser and the Owner before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the vehicle and the sale herein.
22. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.
23. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the vehicle shall pass to the Successful Purchaser on the date of auction sale.
24. The Owner reserves the right to impose such additional terms and conditions in respect of the sale of the vehicle as the Owner deems fit from time to time by giving prior notice of 14 calendar days.
25. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Owner shall determine such ambiguity or inconsistency and the Owner's decision shall be final and binding.
26. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
27. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
28. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.
29. The Auctioneer shall have the liberty to postpone, call-off or adjourn the public auction at any material time without having to provide any reasons or grounds whatsoever.
30. **The Reserve Price and the Purchase Price of the vehicle are inclusive of taxes (whenever applicable).**
31. Online bidders are also bound by online terms & conditions on www.autoauction.com.my in addition to this Condition of Sale. If there is any conflict or inconsistency between the online terms & conditions and this Conditions of Sale, the Condition of Sale shall prevail.

SYARAT-SYARAT JUALAN

MEMASUKI ATAU MEMBELI KENDERAAN (KENDERAAN-KENDERAAN) DI LELENGAN INI MEMBENTUK PENERIMAAN ATAS SYARAT-SYARAT JUALAN BERIKUT.

1. JUALAN ini dibuat oleh * CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD ("Pemilik") dalam menjalankan hak dan kuasa yang diberikan kepada Pemilik menurut Perjanjian Sewa Beli / Perjanjian Sewa Beli-i (tarikh) seperti yang terdapat dalam Perisytiharan Jualan) yang dilaksanakan oleh ("Penyewa") seperti yang terdapat dalam Perisytiharan Jualan) yang memihak kepada Pemilik dan tertakluk kepada peraturan-peraturan yang tersirat atau dikenakan terhadap atau berkaitan dengan atau menjejaskan kenderaan subjek.
2. Penawar yang berminat boleh menyertai jualan lelong secara langsung ("Lelong") bagi kenderaan dengan salah satu cara berikut: -

Pembidaan di tempat lelong atau di lelongan pada tarikh lelong menggunakan aplikasi / laman web secara talian yang ditetapkan secara online melalui www.autoauction.com.my (pembida dalam talian juga terikat dengan terma & syarat dalam talian di www.autoauction.com.my).
- Sebaik sahaja tawaran telah dihantar, ia tidak boleh ditarik balik, dipadam atau dibatalkan. Pemilik tidak bertanggungjawab untuk sebarang bidaan yang dibatalkan. Pemilik masih mempunyai hak untuk menolak sebarang tawaran di bawah Klausa 6 di bawah.
3. Jadual Lelong akan dikemas kini di laman web Pelelong secara bulanan. Sila semak jadual Lelong secara berkala untuk mengetahui tarikh lelongan untuk bulan yang berkenaan.
4. Kenderaan akan dijual pada dasar "sepertimana sedia ada".
5. Semua pembida yang berminat perlu menandatangani dengan Pelelong sejumlah RM1,000.00 (sekiranya Harga Rizab berada di bawah RM100,000.00) atau sejumlah RM5,000.00 (sekiranya Harga Rizab adalah RM100,000.00 dan ke atas) ("Deposit ") **bersama-sama dengan premium pembeli sebanyak RM500.00 (jika harga belian melebihi RM5,000.00) atau RM 250.00 (sekiranya harga belian adalah RM 5,000.00 dan ke bawah) (termasuk cukai di mana berkenaan)** bagi setiap kenderaan secara Tunai, Kad Kredit (Visa / Master) atau Bank Draf memihak kepada Pelelong sebelum jualan lelong. Mana-mana orang yang berminat untuk membida bagi pihak yang lain, perbadanan atau firma dikehendaki menandatangani dengan Pelelong sebelum penjualan jualan lelong atau dokumen relevan lain yang diterima oleh Pemilik untuk menyatakan bahawa dia bertindak bagi pihak orang lain, perbadanan atau firma dan dia diberi kuasa untuk menandatangani semua dokumen yang diperlukan. Semua pembida yang berminat dikehendaki mengesahkan identiti mereka dengan menunjukkan kepada Pelelong kad identiti (atau dokumen pengenalan lain yang boleh diterima oleh Pelelong) sebelum permulaan lelongan untuk tujuan pengesahan, jikalau gagal, mereka tidak berhak untuk membida. Seorang bankrap yang tidak dilepaskan juga tidak dibenarkan untuk membuat tawaran atau bertindak sebagai ejen.
6. **Tertakluk kepada Harga Rizab bersama-sama dengan Cukai (di mana berkenaan)**, pembida tertinggi yang dibenarkan oleh Auctioneer, adalah pembeli yang berjaya ("Pembeli Berjaya") dan Pelelong dan / atau Pemilik berhak untuk menolak apa pun tawaran tanpa memerlukan keperluan untuk memberikan alasan apa pun untuk penolakan tersebut. Jika ada perselisihan tentang setiap bidaan atau bidaan dan / atau proses bidaan dan / atau bidaan tertinggi, Pelelong mungkin, setelah mendapat persetujuan Pemilik terlebih dahulu, mengikut budi bicaranya sendiri dan dengan atau tanpa notis menentukan pertikaian itu atau menjalankan semula lelongan pada bidaan yang dipertikaikan terakhir atau boleh menangguhkan, membatalkan penjualan atau menarik balik Kenderaan dari penjualan lelong. Pemilik dan Pelelong tidak akan mempunyai liabiliti atau kewajipan kepada penawar yang berminat akibat daripada pengeluaran kenderaan, atau pembatalan atau penangguhan Lelongan. Penawar yang berminat bersetuju untuk menanggung rugi, mempertahankan, dan tidak melibatkan Pemilik dan Pelelong daripada sebarang dan semua liabiliti yang timbul daripada sebarang keputusan yang dibuat dalam menyelesaikan pertikaian tersebut.
7. Tiada bidaan akan kurang daripada bida terdahulu pada jumlah yang akan ditetapkan oleh Pelelong pada masa jualan dan tiada bidaan akan ditarik balik. Sekiranya terdapat penarikan balik daripada pembida sebelum kejatuhan tukul dan / atau keputusan Pelelong, Deposit RM1,000.00 atau RM5,000.00 mengikut mana-mana yang berkenaan, akan dilupuskan oleh Pemilik dan kenderaan itu hendaklah atas keputusan Pemilik dijual kembali atau Pelelong boleh membuat keputusan untuk menangguhkan penjualan lelongan pada tarikh lain atas arahan Pemilik.
8. Harga selepas penutupan bidaan akan dikenali sebagai "Harga Pembelian".
9. Dengan segera, selepas kejatuhan tukul dan / atau keputusan Pelelong untuk menerima tawaran tertinggi, deposit menurut Klausa 5 di atas hendaklah dianggap sebagai sebahagian pembayaran kepada Harga Belian. Pembeli yang berjaya akan diisukan dengan Sijil Jualan yang akan dihasilkan oleh Pelelong dan tandatangan Pembeli Berjaya tidak diperlukan. Pembeli Berjaya dengan ini mengakui dan menerima Sijil Jualan tersebut sebagai transaksi penjualan yang sah dan bukti konklusif penjualan.
10. Sekiranya Pembeli Berjaya selepas selesai jualan dan selepas kejatuhan tukul, sama ada sebelum atau selepas pengeluaran Sijil Jualan menafikan dan / atau enggan mengakui penjualan, Deposit yang dibayar menurut Klausa 5 di sini hendaklah dirampas oleh Pemilik dan kenderaan itu hendaklah diletakkan untuk dijual atau Pemilik boleh membuat keputusan untuk menangguhkan jualan lelongan pada tarikh yang lain.
11. Baki Harga Belian akan dibayar sepenuhnya oleh Pembeli Berjaya dalam tempoh lima (5) hari bekerja dari tarikh jualan lelongan kepada Pemilik ("Tarikh Luput"). Walau bagaimanapun, tempoh lima (5) hari bekerja boleh diperpanjangkan oleh Pemilik mengikut budi bicara mutlaknya atas permintaan bertulis oleh Pembeli Berjaya sebelum Tarikh Luput disediakan dteratkluk kepada Pembeli Berjaya membayar caj lewat lewat Pemilik yang akan ditentukan oleh Pemilik mengikut budi bicara mutlaknya pada atau sebelum Tarikh Lanjutan yang dilanjutkan.
12. Jika gagal membayar baki harga belian atau caj lewat lewat (jika berkenaan) dalam masa dan mengikut cara yang dinyatakan dalam Klausa 11 di atas, premium dan premium pembeli yang dibayar menurut Klausa 5 di atas akan dirampas oleh Pemilik dan kenderaan itu boleh dijual oleh Pemilik atas budi bicara mutlaknya.
13. Selepas pembayaran penuh baki harga belian menurut Klausa 11 dan ke atas caj pembayaran lewat (jika berkenaan), Pemilik hendaklah menyerahkan kepada stor kedai masing-masing untuk Pembeli Berjaya untuk mengumpul dokumen pemindahan yang telah dilaksanakan dan pendaftaran asal kad kenderaan, jika yang sama ada dalam milik Pemilik.
14. Masa adalah intipati sijil jualan ini.
15. Apa-apa permintaan untuk bayaran balik wang (yang hanya terhad kepada sebab-sebab berikut) yang dibayar oleh Pembeli Berjaya dibenarkan dengan syarat permintaan bertulis bersama-sama dengan dokumen sokongan (nota kontrak, pencarian JPJ, dll.) Dikemukakan kepada Pemilik dalam 30 hari dari tarikh lelongan: -

- (a) Kenderaan gagal dalam pemeriksaan PUSPAKOM VR-1 sementara masih di kawasan stor kerana potongan papan lantai, potongan semua pilar, casis diubah, enjin diubah,
- (b) Maklumat mengenai model kenderaan dan tahun pembuatan dinyatakan dengan salah dan tidak sepadan dengan maklumat kad pendaftaran,
- (c) Pemindahan pemilikan tidak boleh didaftarkan kerana Bon Polis, JPJ Senarai hitam selain saman trafik.
- (d) Hanya Harga Pembelian akan dikembalikan oleh Pemilik manakala premium pembeli akan dikembalikan oleh Pelelong. Kos lain termasuk tetapi tidak terhad kepada pembaikan, penyemburan cat, penarikan, dll tidak akan dapat dituntut oleh Pembeli Berjaya.

16. Untuk mengelakkan keraguan, tiada bayaran balik akan dilayan -

- (a) Tuntutan untuk bayaran balik yang tidak dikemukakan dalam masa tiga puluh (30) hari dari tarikh lelongan.
- (b) Pemindahan pemilikan yang tidak boleh didaftarkan disebabkan oleh saman trafik.
- (c) Kenderaan dengan laporan VR-1 "LULUS BERSYARAT" termasuk tetapi tidak terhad kepada pemotongan pilar, perubahan enjin, penggunaan terdahulu sebagai teksi, bahagian yang hilang tanpa mengira sama ada keadaan kenderaan itu diisytiharkan atau tidak semasa lelongan.
- (d) Kecacatan telah ditemui selepas kenderaan dibebaskan dari halaman stor walaupun pemeriksaan PUSPAKOM VR-1 telah gagal,
- (e) Kenderaan telah dibawa keluar dari halaman stor tanpa pemeriksaan PUSPAKOM VR-1 di halaman stor panel pemilik.
- (f) Dalam keadaan duti kastam kenderaan tidak dibayar.

Nota: Pemeriksaan PUSPAKOM VR-1 mesti dijalankan di halaman stor sebelum kenderaan boleh dibebaskan dari halaman stor.

17. Tuntutan Pembeli Berjaya untuk bayaran balik hanya akan terhad kepada Harga Pembelian yang dibayar untuk Kenderaan. Harga Pembelian dan Premium Pembeli akan dikembalikan kepada Pembeli yang Sukses. Pembeli Berjaya tidak akan mempunyai tuntutan selanjutnya terhadap Pemilik dan / atau Pelelong. Pemilik dan / atau Pelelong tidak akan bertanggungjawab atas apa-apa kerosakan / kehilangan akibat apa jua sifat yang dialami oleh Pembeli.

18. Pembeli Berjaya mengaku dan mengesahkan bahawa:

- (a) dia telah memeriksa kenderaan itu dan mengemukakan bidaannya dengan pengetahuan / notis lengkap tentang keadaan sebenar dan keadaan kenderaan itu dan pembelian kenderaan itu pada dasar "sepertimana ada" dan tidak berhak untuk menamatkan pembelannya atau membuat apa-apa tuntutan untuk pampasan atau pengurangan Harga Belian atau menuntut apa-apa ganti rugi berkenaan dengan apa-apa salah keterangan mengenai keadaan, keadaan dan lain-lain aspek kenderaan itu;
- (b) dia membuat / mengemukakan tawaran semata-mata hasil daripada pemeriksaan / penilaian sendiri dan bergantung kepada kemahiran dan penilaiannya sendiri dan tidak bergantung kepada apa-apa representasi atau waranti, sama ada tertulis, lisan atau tersirat, oleh atau dari Pemilik dan / atau Pelelong;
- (c) Dari masa penjualan kenderaan itu, kenderaan itu akan menjadi risiko Pembeli Berjaya semata-mata dengan apa-apa kerugian atau kerosakan apa jua bentuk atau apa jua cara berlaku.

19. Pemilik tidak memberi waranti mengenai ketepatan atau kesahihan maklumat dan pernyataan yang terkandung dalam Perisytiharan Jualan dan Syarat Penjualan ini mengenai keadaan atau keadaan kenderaan selain daripada yang Pemilik adalah pemegang hak yang sah dan berfaedah kenderaan. Seperti yang disebut terdahulu, tiada perwakilan / waranti dibuat oleh atau tersirat terhadap Pemilik berkenaan dengan kenderaan itu dan semua perkara yang berkaitan dengannya.

20. Pemilik tidak mempunyai kewajiban untuk menjawab apa-apa pertanyaan atau permintaan oleh Pembeli Berjaya dan apa-apa keengganan atau kegagalan oleh Pemilik untuk menjawab permintaan tersebut untuk apa-apa sebab sekalipun tidak menjadi alasan untuk tidak selesai atau penangguhan dalam penyelesaian penjualan ini.

21. Pemilik menafikan segala tanggungan dalam apa-apa komunikasi tidak formal antara Pembeli Berjaya dan Pemilik sebelum atau selepas jualan dan Pembeli Berjaya akan mempunyai kewajiban untuk mengesahkan komunikasi berhubung dengan kenderaan dan penjualan di sini.

22. Semua penyiasatan yang diperlukan yang dikehendaki oleh pembeli yang berminat untuk tujuan dan pertimbangannya akan dibuat oleh pembida yang berminat sendiri dengan kos dan perbelanjaan mereka sendiri.

23. Semua risiko, kerugian atau kerosakan, termasuk tetapi tidak terhad kepada kerugian atau kerosakan akibat kebakaran, ribut, gempa bumi, kerosakan yang berniat jahat, apa-apa kerugian kerosakan dari mana-mana sifat atau walau apa pun yang berlaku kepada kenderaan itu akan dipindahkan kepada Pembeli Berjaya pada tarikh pelelangan jualan.

24. Pemilik berhak untuk mengenakan apa-apa terma dan syarat tambahan berkenaan dengan penjualan kenderaan itu sebagaimana yang difikirkan sesuai oleh Pemilik dari semasa ke semasa dengan memberikan notis awal 14 hari kalendar.

25. Jika terdapat konflik atau ketidakselarasan antara teks Bahasa Inggeris dan teks dalam mana-mana bahasa lain Perisytiharan Jualan dan / atau Syarat Jualan, teks Inggeris akan diguna pakai. Sekiranya terdapat sebarang ketidakpastian atau ketidakselarasan dalam tafsiran atau pembinaan Perjanjian, Pemilik mempunyai hak untuk menentukan ketidakpastian atau yang tidak konsisten itu dan keputusan Pemilik adalah muktamad dan mengikat.

26. Syarat-syarat yang digunakan dalam Syarat-syarat Jualan ini dan tidak dinyatakan sebaliknya hendaklah mempunyai makna yang diberikan kepada mereka dalam Perisytiharan Jualan.

27. Dalam klausa-klausa seperti yang dinyatakan di atas, di mana konteksnya dibenarkan, singular termasuk majmuk dan sebaliknya dan maskulin termasuk jantina feminin dan neuter.

28. Setiap klausa Syarat Jualan ini boleh dipisahkan dan berbeza antara satu sama lain dan jika ada satu atau lebih daripada klausa atau mana-mana bahagiannya adalah atau menjadi tidak sah, menyalahi undang-undang atau tidak boleh dikuatkuasakan, kesahan, kesahihan atau penguatkuasaan baki-baki Syarat-Syarat Jualan ini tidak akan terjejas atau terjejas dalam apa-apa cara.

29. Pelelong hendaklah mempunyai kebebasan untuk menangguhkan, memanggil atau menangguhkan lelong awam pada bila-bila masa tanpa perlu memberi apa-apa alasan atau alasan apapun.

30. **Harga Rizab dan Harga Pembayaran kenderaan termasuk cukai (bila berkenaan).**

31. Penawar dalam talian juga terikat dengan terma & syarat dalam talian di www.autoauction.com.my sebagai tambahan kepada syarat-syarat jualan ini. Sekiranya terdapat sebarang percanggahan atau ketidakselarasan antara terma & syarat dalam talian dan Syarat Jualan ini, Syarat Jualan akan diguna pakai.