PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN BELIAN HARTANAH (TANPA HAKMILIK) DAN PERJANJIAN JUALAN HARTANAH (TANPA HAKMILIK) KEDUA-DUANYA BERTARIKH 20HB FEBRUARI, 2006
SURAT IKATAN PENYERAHAN HAK BERTARIKH 17HB OGOS, 2006

ANTARA

BANK MUAMALAT MALAYSIA BERHAD — PIHAK PEMEGANG SERAH HAK/BANK
(No. Syarikat: 196501000376) (dahulunya dikenali sebagai 6175-W)

DAN

1. NOOR HAYATI BINTI CHE AWANG (NO K/P: 710118-03-5580/A1776561) — PIHAK PENYERAH HAK/PELANGGAN
2. SAMSIAH BINTI ABDUL WAHAB (NO K/P : 500609-03-5256) — PIHAK PENYERAH HAK

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank di bawah Perjanjian Belian Hartanah (Tanpa Hakmilik) Dan Perjanjian Jualan Hartanah (Tanpa Hakmilik) kedua-Duanya bertarikh 20hb Februari, 2006 dan Surat Ikatan Penyerahan Hak bertarikh 17hb Ogos, 2006 antara Pihak Penyerahhak/Pelanggan dan Pihak Pemegang Serah Hak/Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM
SECARA ATAS TALIAN
PADA HARI SELASA 27HB OKTOBER, 2020 JAM 2.30 PETANG

(UNTUK BIDAAN ATAS TALIAN, BAGI PENAWAR YANG BERMINAT SILA DAFTAR SEKURANG-KURANGNYA SATU (1) HARI BEKERJA SEBELUM HARI LELONGAN UNTUK TUJUAN PENDAFTARAN & PENGESAHAN). BAGI PENAWAR ATAS TALIAN SILA RUJUK KEPADA TERMA-TERMA DAN SYARAT-SYARAT DI www.eszamauctioneer.com

Nota : (1) Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-
- (i) memeriksa hartanah tersebut
- (ii) membuat carian hakmilik secara rasmi
- (iii) membuat pertanyaan dari Pemaju/Pemilik dan/atau pihak berkuasa yang lain
- (iv) mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong.

(2) Butir ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh pihak ketiga, kami tidak dapat menentukan ketepatan dan kelengkapannya. Oleh yang demikian, ia tertakluk kepada kesilapan atau tertinggal.

(3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan masih belum diperolehi, ia adalah tanggungjawab penawar yang berjaya untuk mendapat kebenaran/pindahmilik (jika perlu) terhadap lelongan tersebut dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan.

BUTIR-BUTIR HARTANAH:-

No. Hakmilik Strata/No. Lot	:	No Hakmilik strata belum dikeluarkan.
No. Hakmilik Induk/ No. Lot	:	HS(D) 76923 PT No. 4733 dan HS(D)76925, PT No. 4735 Mukim Petaling, Daerah Wilayah Persekutuan, Negeri Wilayah Persekutuan
No. Petak Pemaju	:	Petak No. 12, Tingkat No. 9, Bangunan No. Blok 8, Desa Tasik Sungai Besi, Fasa 6.
Pegangan	:	Pajakan
Keluasan Lantai	:	Anggaran 67.82 meter persegi (730 kaki persegi)
Penjual	:	Abdul Hanaf Bin Ramli (No K/P : 681219-08-5667/A1184744)
Pemaju / Pemilik Berdaftar	:	Datuk Bandar Kuala Lumpur
Pembeli/Pemilik Benefisial	:	Noor Hayati Binti Che Awang (No K/P: 710118-03-5580/A1776561) Samsiah Binti Abdul Wahab (No K/P : 500609-03-5256)
Syarat Nyata	:	Tiada
Sekatan Kepentingan	:	Tiada
Bebanan	:	Diserahhak kepada Bank Muamalat Malaysia Berhad (196501000376) (Dahulunya dikenali sebagai 6175-W)

LOKASI DAN KETERANGAN HARTANAH:-

Harta tersebut adalah **sebuah apartment kos sederhana rendah 3 bilik** yang beralamat pos di **Unit No. 4-9-12, Apartment Desa Tasik, Jalan 2A/146, Desa Tasik Sungai Besi, 57000 Wilayah Persekutuan Kuala Lumpur.**

HARGA RIZAB:-

Hartanah tersebut akan dijual secara **"keadaan sedia ada"** dan tertakluk kepada satu harga rizab sebanyak **RM180,000.00 (RINGGIT MALAYSIA: SATU RATUS LAPAN PULUH RIBU SAHAJA)** dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada.

DEPOSIT :-

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab dalam bentuk **BANK DRAF ATAU CEK JURUWANG** sahaja di atas nama **BANK MUAMALAT MALAYSIA BERHAD** pada hari lelongan awam. Baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **Satu Ratus Dua Puluh (120) Hari. Bagi penawar atas talian sila rujuk Terma dan Syarat serta cara pembayaran deposit di www.eszamauctioneer.com**

Untuk butir-butir lanjut dari segi undang-undang, sila berhubung dengan Tetuan Akram Hizri Azad & Azmir, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di Chamber A-17-03, Level 17, EkoCheras Office Tower Cheras, 56000 Kuala Lumpur. (No. Ruj: AHAA.I6.510.BMMB-HCA.20) No. Tel: 03-91345701 No. Fak: 03-91345702 atau Pelelong yang tersebut di bawah ini berkenaan dengan hartanah:-

TETUAN ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Blok B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel: 06-7629786, No H/P: 018-6639786 / 016-6639786
No. Faks: 06-7616986
E-Mail: eszamauctioneer@yahoo.com
Laman Web: www.eszamauctioneer.com
Rujukan Kami: EZ/LACA/BMMB-KL/199/2010/MNS/mas

MOHD NIZAM BIN MOHD SHARIF (PJK)
(Pelelong Berlesen)

PROCLAMATION OF SALE

IN THE MATTER OF PROPERTY PURCHASE AGREEMENT (WITHOUT TITLE) AND PROPERTY SALE AGREEMENT (WITHOUT TITLE) BOTH DATED 20TH FEBRUARY, 2006
DEED OF ASSIGMENT ALL DATED 17TH AUGUST, 2006

BETWEEN

BANK MUAMALAT MALAYSIA BERHAD — ASSIGNEE/BANK
(Company No.: 196501000376) (Formerly Known As 6175-W)

AND

1. NOOR HAYATI BINTI CHE AWANG (NRIC NO: 710118-03-5580/A1776561) — ASSIGNOR/CUSTOMER
2. SAMSIAH BINTI ABDUL WAHAB (NRIC NO : 500609-03-5256) — ASSIGNOR

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Property Purchase Agreement (Without Title) And Property Sale Agreement (Without Title) both dated 20th February, 2006 and Deed Of Assignment dated 17th August, 2006 entered into between the Assignor/Customer and the said Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

VIA ONLINE BIDDING

ON TUESDAY, THE 27TH DAY OF OCTOBER, 2020 AT 2.30 P.M.

(FOR ONLINE BIDDING, FOR INTERESTED BIDDERS PLEASE REGISTER AT LEAST ONE (1) WORKING DAY BEFORE THE AUCTION DAY FOR REGISTRATION & VERIFICATION PURPOSES). FOR ONLINE BIDDERS PLEASE REFER TO THE TERMS AND CONDITIONS AT www.eszamauctioneer.com

Note : (1) Prior to the auction sale, all intending bidders are advised to:-
- (ii) inspect the subject property
- (iii) conduct an official title search
- (iv) enquire from the Developer/Proprietor and/or other relevant authorities
- (v) obtain a copy of the Conditions of Sale from the Auctioneer.

(2) This material is based upon information which we consider reliable. As it has been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.

(3) As at auction date, consent (if applicable) from the Developer/Proprietor and/or other relevant authorities is yet to be obtained, it is the responsibility and liability of the successful bidder to obtain the consent/transfer (if applicable) pertaining the auction from the Developer/Proprietor and/or other relevant authorities.

PARTICULARS OF PROPERTY:-

Strata Title/Lot No.	:	Strata Title has not been issued yet
Master Title No. /Lot No.	:	HS(D) 76923 PT No. 4733 and HS(D)76925, PT No. 4735 Mukim of Petaling, District of Wilayah Persekutuan, State of Negeri Wilayah Persekutuan
Developer's Parcel No.	:	Parcel No. 12, Storey No. 9, Building No. Block 8, Desa Tasik Sungai Besi, Phase 6.
Tenure	:	Leasehold
Floor Area	:	Approximately 67.82 square metres (730 square feet)
Vendor/Developer	:	Abdul Hanaf Bin Ramli (NRIC No. : 681219-08-5667/A1184744)
Registered Owner	:	Datuk Bandar Kuala Lumpur
Purchasers/Beneficial Owner	:	Noor Hayati Binti Che Awang (NRIC No. : 710118-03-5580/A1776561) Samsiah Binti Abdul Wahab (NRIC No. : 500609-03-5256)
Express Condition	:	Nil
Restriction In Interest	:	Nil
Encumbrances	:	Assigned to Bank Muamalat Malaysia Berhad (196501000376) (Formerly known as 6175-W)

LOCATION AND DESCRIPTION:-

The subject property is a **3 bedrooms medium cost apartment** bearing postal address of **Unit No. 4-9-12, Apartment Desa Tasik, Jalan 2A/146, Desa Tasik Sungai Besi, 57000 Wilayah Persekutuan Kuala Lumpur.**

RESERVE PRICE:-

The property will be sold on an **"as is where is"** basis subject to a reserve price of **RM180,000.00 (RINGGIT MALAYSIA: ONE HUNDRED AND EIGHTY THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any.

DEPOSIT :-

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by way of **BANK DRAFT or CASHIER'S ORDER** only in favour of **BANK MUAMALAT MALAYSIA BERHAD**. The balance of the purchase price to be settled within **One Hundred And Twenty (120) days. For online bidders please refer to the Terms and Conditions and manner of payment of the deposit at www.eszamauctioneer.com.**

For further particulars in issue of law, please apply to Messrs Akram Hizri Azad & Azmir, Solicitors for the Assignee/Bank at Chamber A-17-03, Level 17, EkoCheras Office Tower Cheras, 56000 Kuala Lumpur. (Reference No.: AHAA.I6.510.BMMB-HCA.20), Tel. No.: 03-91345701 Fax No.: 03-91345702 or the undermentioned Auctioneer in regards to the property:-

MESSRS ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Block B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
Tel No.: 06-7629786, H/P No: 018-6639786 / 016-6639786
Fax No.: 06-7616986
E-Mail: eszamauctioneer@yahoo.com
Website : www.eszamauctioneer.com
Our Ref: EZ/LACA/BMMB-KL/199/2010/MNS/mas

MOHD NIZAM BIN MOHD SHARIF (PJK)
(Licensed Auctioneer)

CONDITIONS OF SALE

1) This sale is made by **BANK MUAMALAT MALAYSIA BERHAD (Company No.: 196501000376) (formerly known as 6175-W)** (*the Assignee*) in the exercise of the rights and powers conferred upon the Assignee pursuant to **Property Purchase Agreement (Without Title) And Property Sale Agreement (Without Title) both dated 20th February, 2006 and Deed Of Assignment dated 17th August, 2006 executed Noor Hayati Binti Che Awang (NRIC No. : 710118-03-5580/A1776561) and Samsiah Binti Abdul Wahab (NRIC No. : 500609-03-5256)** (*the Assignors/Customer*) in favour of the Assignee and is made subject to all conditions and category of land use express or implied or imposed upon or relating to or affecting the property.

2) Subject to the reserve price, the highest bidder being allowed by the Auctioneer/Assignee shall be the Purchaser but the Auctioneer/Assignee shall have the right to refuse any bid. If any dispute shall arise as to any bidding the property shall at the option of the Assignee be put up again for sale or Assignee/Auctioneer may decide the dispute without a resale.

3) The Assignee be and is hereby at the liberty to bid (without having to pay any deposit whatsoever) and also to withdraw the property from sale at any time before it has been actually held for auction and either after or without declaring the reserve price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due on the said **Property Sale Agreement (Without Title), Property Purchase Agreement (Without Title) And Deed Of Assignment** as at the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.

4) No bid shall be less than the previous bid of the sum to be fixed by the Auctioneer at the time the property is held for auction and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of 10% of the reserve price shall be forfeited to the Assignee and the property shall at the option of the Assignee/Auctioneer be put up for sale again or the Assignee/Auctioneer may decide to adjourn the auction sale to another date.

5) All intending bidders (excluding the Assignee) are required to deposit with the Auctioneer 10% of the fixed reserve price for the property by bank draft or cashier's order only in favour of **BANK MUAMALAT MALAYSIA BERHAD** prior to the auction sale. Any bidder who intends to bid on behalf of other person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of other person, body corporate or firm and he/she is authorised to sign all the necessary documents. **For online bidders please refer to the Terms and Conditions and manner of payment of the deposit at www.eszamauctioneer.com.**

6) Immediately after fall of the Auctioneer's hammer, the Purchaser (other than the Assignee if the Assignee is the Purchaser), shall pay to **BANK MUAMALAT MALAYSIA BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid in either CASH or BANK DRAFT as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.

7) In the event that the Purchaser fails to pay the difference between deposit pursuant to Clause 5 and the sum equivalent to - 10% of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the deficiency in price (if any) which may result from the resale shall be recoverable from the defaulting Purchaser.

8) The balance of the purchase price shall be paid by the Purchaser to the Assignee or to the Assignee's Solicitors within one hundred and twenty (120) days from the date of auction sale by bank draft or cashier's order only. Notwithstanding anything contains herein, the Assignee may on application by the Purchaser, consider extension of time to pay the balance purchase price and subject to any terms or imposition of any compensation as the Assignee deems fit. The application to request for an extension of time must be made by the Purchaser at least two (2) weeks before the completion date".

9) In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clause 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time to be fixed by the Assignee. The cost of such resale together with either the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser.

10) Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the approval of the Developer and any relevant authorities (if applicable), the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser assigning all the rights and benefits under the Sale and Purchase Agreement entered between the Developer of the property and the Assignor upon the terms and conditions stipulated by the Assignee. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including any administrative or transfer cost that may be due to the Developer, the Assignee shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original or certified true copy of the Sale and Purchase Agreement and the previous Assignment (if in the possession of the Assignee). For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee.

11) As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring.

12) The Purchaser shall admit the identity of the property described herein as the same with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

13) Apportionment on any arrears of quit rent, assessment, maintenance charges due and payable in respect of the Property including all interest on late payment (if any) up to the date of the sale shall be paid by the Assignee upon receipt of full auction proceeds. All such sums accruing due and payable from the date of the sale shall be borne and paid by the Purchaser. The Assignee shall not be liable to make payment or deduct from the Purchase price any outstanding utilities/bills relating to the Property namely administrative fees, sinking fund, water, electricity, telephone, gas or sewerage charges and other utilities. 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 to or pursuant to the Assignment and all other documents necessary for affecting the transfer of the beneficial ownership in the property to the Purchaser.

14) If consent (if applicable) is granted by the Developer but the terms are not agreeable by the Assignee, the Assignee may cancel the sale and proceed to refund the monies paid (less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party. The Assignee thereafter may put up the property for sale.

15) The property is sold subject to all existing leases, tenancies, caveats and occupiers thereunder and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.

16) The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.

17) The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, tenancies, easements, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded) encumbrances and rights, (if any), subsisting thereon or therefor without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, misstatement, omission or misdescription shall annul the sale nor shall any compensation be allowed in respect thereof.

18) In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault or terminated by the Assignee at its absolute discretion for whatsoever reason, this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.

19) The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities (if applicable) for consent to transfer and/or for particulars under the Housing Development (Control & Licensing) Act 1966 and to keep the Assignee or the Assignee Solicitors informed at all times of the development. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

20) The Purchaser after the payment of the balance of the purchase price shall at his own and expenses take possession of the property without obligation on the part of the Assignee or his agent to deliver vacant possession.

21) All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.

22) For the purpose of these conditions, time shall be the essence of the contract.

23) In the event of any discrepancy, misstatement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.

24) For online bidders, the terms and conditions stated in www.eszamauctioneer.com shall also apply.

CONTRACT

MEMORANDUM: - At the sale by Public Auction held this **27th day of October, 2020** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement dated 26th May, 2005** entered into between **Abdul Hanaf Bin Ramli (NRIC No. : 681219-08-5667/A1184744)** (The Vendor) and of the one part and **Noor Hayati Binti Che Awang (NRIC No. : 710118-03-5580/A1776561) and Samsiah Binti Abdul Wahab (NRIC No. : 500609-03-5256)** (The Purchasers) of the other part in relation to the property identified as **Parcel No. 12, Storey No. 9, Building No. Block 8, Desa Tasik Sungai Besi, Phase 6** bearing postal address of **Unit No. 4-9-12, Apartment Desa Tasik, Jalan 2A/146, Desa Tasik Sungai Besi, 57000 Wilayah Persekutuan Kuala Lumpur** the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM**_____ who has paid to the Auctioneer abovenamed the sum of **RM**_____ by way of deposit and agrees to pay the balance of the purchase price and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and acknowledges receipt of the said deposit for and on behalf of **BANK MUAMALAT MALAYSIA BERHAD.**

Purchase price RM.....

Deposit price RM.....

Balance Due RM.....

Purchaser's Name :- ……..

NRIC No :- ……..

Telephone No :- ……..

Address :- ……..

……

……..
(Signature Of Purchaser/s Authorized Agent)

……..
SIGNATURE
For Messrs **Eszam Auctioneer Sdn Bhd.**
Mohd Nizam Bin Mohd Sharif (PJK)
LICENSED AUCTIONEERS FOR THE ASSIGNEE

……
SIGNATURE
For Messrs **Akram Hizri Azad & Azmir**
SOLICITORS FOR THE ASSIGNEE

TERMS AND CONDITIONS eZ2Bid

The Terms and Conditions specified to all user of **www.eszamauctioneer.com**
(ESZAM AUCTIONEER SDN BHD website**)**

1.0 RECITALS

1.1 The online Term and Conditions shall apply to every electronic public auction sales made via **ESZAM AUCTIONEER SDN BHD** website.

1.2 The online Term and Conditions specified herein shall be read together with the Conditions of Sale as attached to the Proclamation of Sale.

2.0 ELIGIBILITY TO BID

2.1 The bidder must be 18 years old and above, sound mind and not declared as bankrupt.

2.2 **For Company bidder(s):** The bidder must be incorporated under the laws of Malaysia and must not be in liquidation.

2.3 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-bidder to participate in the public auction and complete the purchase in the event of successful bid.

2.4 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.

2.5 **Any person who has not reached the age of 18 (minor) or a bankrupt shall not be permitted to participate in the auction proceedings either On-site bidder or E-bidding.**

3.0 REGISTRATION OF EZ2BID

3.1 E-bidders will log in into **ESZAM AUCTIONEER SDN BHD** secured website. E-bidders shall provide true, current and accurate information to register as a user.

3.2 **For individual bidder(s):** The E-bidder's need to key in their personal information (correspondence address & telephone contact number) accurately for online registration and upload the bidder's NRIC (both sides) to **ESZAM AUCTIONEER SDN BHD** website.

3.3 **For Company bidder(s):** The E-bidder's need to key in their company details for online registration and upload a certified true copy of The Company's Memorandum And Articles Of Association (M&A), Forms 44, 24 and 49, Board Of Director Resolution (or its equivalent forms under the Companies Act 2016) and authorize bidding letter than upload to **ESZAM AUCTIONEER SDN BHD** website.

3.4 **For agent acting for individual bidders** : The documents shall be uploaded into the **ESZAM AUCTIONEER SDN BHD** website are a copy of the E-bidder Identity Card, copy of the Agent's Identity Card, a copy of Letter of Authorization and evidence of Deposit payment.

3.5 E-bidders must make deposit payment as required under the **Conditions of Sale (COS)** attached to **Proclamation of Sale (POS**), i.e. **10%** of the reserve price or depend on Bank requirement. Payment of deposit must be made via local bank transfer to **MALAYAN BANKING BERHAD** in favor of **ESZAM AUCTIONEER SDN BHD (BIDDER DEPOSIT)N ACCOUNT NO.: 555-014-228-977.** Evidence of the transfer must be upload and submitted.

3.6 The auctioneer will be holding any deposit received in the auctioneers' bank account as "stakeholder" and the deposit will be paid out depending on the events as stipulated.

3.7 E-bidder 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 **ESZAM AUCTIONEER SDN BHD** website latest by 5.00 p.m. at least one (1) working day before the auction date.

3.8 After registration is successful, the E-bidder will receive the **Verification Code** via email and SMS to verify the phone number and email address.

3.9 E-bidders should keep the E-bidders' 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.

3.10 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.

3.11 It is the sole and absolute responsibility of all intending E-bidders and at the E-bidders' own costs and expense, 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 or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-bidders shall be deemed to have full knowledge of all of the matters aforesaid.

3.12 The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and **ESZAM AUCTIONEER SDN BHD** 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 E-bidders in respect of any of the aforesaid.

3.13 Registration shall be subject to verification and approval of **ESZAM AUCTIONEER SDN BHD** website and subject further to deposit payment being cleared by the bank. Please take note that approval from **ESZAM AUCTIONEER SDN BHD** administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **ESZAM AUCTIONEER SDN BHD** website. Neither **ESZAM AUCTIONEER SDN BHD** website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within 3 working days.

4.0 BEFORE AUCTION

4.1 All intended bidder can access to the **ESZAM AUCTIONEER SDN BHD** website to download the **Proclamation of Sale (POS) & Conditions of Sale (COS)**. By proceeding with E-bidding with **ESZAM AUCTIONEER SDN BHD,** the E-bidders' have agreed and accepted the **ESZAM AUCTIONEER SDN BHD** terms and conditions. Any bid by registered E-bidder shall not be withdrawn once entered.

4.2 All intended bidders can choose either to attend the auction physically (On-site bidder) or by E-bidding. For E-bidding, they can bid online from any places as long as the E-bidder has the device and good internet connection to log in to our **ESZAM AUCTIONEER SDN BHD** website and click on **eZ2Bid** button.

4.3 The E-bidder will receive the **Bidding Code one (1) day before auction date** and link to bid online via email and SMS once **ESZAM AUCTIONEER SDN BHD** receiving of the deposit.

5.0 ON THE AUCTION DAY

5.1 **E-bidders MUST use browser either Google Chrome, Mozilla Fire Fox, Safari, Internet Explore or Microsoft Edge. E-bidders are responsible for ensuring that internet access and connectivity is running smoothly throughout the whole bidding process. The Bank and Auctioneer will not be held responsible or liable for any interruptions, delays, failures, errors, omissions or loss of information etc.**

5.2 During the auction day, the E-bidder need to click on link given and enter the Bidding Code before the auction start.

5.3 The amount of incremental bid will appear on the website prior to the commencement of the auction. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder.
5.4 "Standby" is displayed, followed by a message stating "Bidding started". Enter your "Start bid".
5.5 Registered E-bidders may submit their bid at any of these stages of biddings by entering the bid amount. On-site bidders can bid by rise up the bidding card and E-bidder can start bidding by click on "Place Bid".
5.6 Auctioneer will declare the successful bidder (highest bidder) after counting down 3 calls, eg: First Calling, Second Calling and Final Calling.
5.7 When system mentions "No more bid" and display "sold" appear, no further bids will be accepted by the Auctioneer, whether on-site or through the **ESZAM AUCTIONEER SDN BHD** website.
5.8 In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the webpage.
5.9 Please refer to terms and conditions Proclamation of Sales and Contract of Sale for more information.
5.10 The screen will show the successful bidder and the E-bidders will receive an email either they success or not from **ESZAM AUCTIONEER SDN BHD**
5.11 Any bid once entered by the registered online E-bidders shall be binding and the bid shall not be withdrawn or retracted in any manner whatsoever after the fall of the hammer.
5.12 The information shown and/or prompted on the screen handled by the **ESZAM AUCTIONEER SDN BHD** Website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.
5.13 **Unsuccessful E-bidders** deposit will be refunded to the same account from which the deposit transfers within 3 working days from the auction date.

6.0 AFTER AUCTION

6.1 Any successful E-bidders shall and undertake to sign the contract of sale and pay the additional 10% for the difference of the purchase price within two (2) working days to **ESZAM AUCTIONEER SDN BHD** bank account or prepare a bank draft. In the event that the successful E-bidder fail to pay additional deposit, the Bank will forfeit the deposit and the sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-bidders.
6.2 The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the deposit paid and the differential sum paid to the Assignee/Bank.
6.3 For stamping of 5 contracts, the successful E-bidders shall transfer RM100.00 to the **ESZAM AUCTIONEER SDN BHD** bank account or pay by cash when signing the Contract of Sale within two (2) working days from the Auction day.
6.4 **For E-bidding:** The auctioneer and the Bank's solicitor shall sign all 5 copies of contract first, right after the auction. The successful E-bidder must to come to the **ESZAM AUCTIONEER SDN BHD** main office in Seremban to sign the Contract of Sale within two (2) working days after the auction date.
6.5 Any successful E-bidder who is unable to attend the signing of the Contract of Sale within the stipulated time, may authorize any person or an agent to sign the Contract of Sale on his behalf by inserting the particulars of the authorized person at **ESZAM AUCTIONEER SDN BHD** website. The authorized person shall provide the Letter of Authorization signed by the successful E-bidder together with a copy of his/her Identity Card to the Auctioneer.
6.6 If the successful bidder fail to sign the Contract Of Sale within three (3) working days, the Bank has the right to forfeit the deposit and the sale will be deemed terminated and the property may be put up for the next auction. The balance of selling price must be settled within 90 days from the auction date.

7.0 PERSONAL DATA PROTECTION

7.1 By accessing **ESZAM AUCTIONEER SDN BHD** website, the E-Bidders acknowledge and agree that **ESZAM AUCTIONEER 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.
7.2 **ESZAM AUCTIONEER SDN BHD** will process E-bidder personal data such as name, address, NRIC and contact number for registration and E-bidding purposes. E-bidders shall be responsible for the username and password of **eZ2Bid** and not to reveal the password to anyone.
7.3 E-bidders agree to accept all associated risks when using the service in the **ESZAM AUCTIONEER SDN BHD** website and shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
7.4 E-bidders shall be responsible for the confidentiality and the use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
7.5 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.
7.6 E-bidders accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the Bidders shall immediately notify **ESZAM AUCTIONEER SDN BHD**

8.0 APPLICABLE LAWS AND JURISDICTION

8.1. The usage of **ESZAM AUCTIONEER SDN BHD** website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
8.2. 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.

9.0 INTELLECTUAL PROPERTY

9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the **ESZAM AUCTIONEER SDN BHD** website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from **ESZAM AUCTIONEER SDN BHD** website.
9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, **ESZAM AUCTIONEER SDN BHD** website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

10.0 MISCELLANEOUS

10.1 In the event there is any 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.