PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN KOMODITI MURABAHAH (PEMBIAYAAN-i RUMAH/RUMAH KEDAI) DAN SURAT IKATAN PENYERAHHAKKAN KEDUANYA BERTARIKH 30HB OGOS, 2013

ANTARA

MAYBANK ISLAMIC BERHAD (787435-M) — **PEMEGANG SERAH HAK/BANK**

DAN

WONG LIN CHI (NO. K/P: 790910-10-5821) — **PENYERAH HAK/PELANGGAN**

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak/Pihak Bank di bawah **Perjanjian Kemudahan Komoditi Murabahah (Pembiayaan-I Rumah/Rumah Kedai) Dan Surat Ikatan Penyerahhakkan Keduanya Bertarikh Bertarikh 30hb Ogos, 2013** di antara Pihak Pemegang Serahhak/Pihak Bank dan Pihak Penyerahhak/Pelanggan, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Pihak Bank dengan dibantu oleh Pelelong yang tersebut di bawah;

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA

LELONGAN AWAM

PADA HARI SELASA, 21HB JANUARI, 2020 - JAM 10.30 PAGI
DI BILIK LELONGAN TETUAN ESZAM AUCTIONEER SDN BHD
SUITE F1/15, TINGKAT SATU, LUCKY PLAZA, JALAN DATO' LEE FONG YEE, 70000 SEREMBAN, NEGERI SEMBILAN DARUL KHUSUS.

NOTA : Penawar yang berminat adalah dinasihatkan agar : (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik individu strata berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-Syarat Jualan (iii) membuat carian Hakmilik Induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa yang berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputra Warganegara Malaysia sahaja atau Melayu sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong. Penawar yang berjaya ("Pembeli") dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan.

BUTIR-BUTIR HARTANAH:-

PERIHAL HARTANAH (seperti di Dalam Perjanjian Jual Beli yang asal)	**:**	Hartanah tersebut adalah **sebuah teres kedai/pejabat 3 tingkat unit tengah Petak Pemaju Lot No. 31, Jenis 2, Kedai Pejabat 3 Tingkat Pembangunan Komersial dikenali sebagai Porto Historia**
ALAMAT POS HARTANAH	**:**	**No. 2A, 2A-1 & 2A-2, Jalan KLJ 9, Taman Kota Laksamana Jaya, 75200 Melaka.**
NO HAKMILIK INDUK / NO LOT	**:**	HSD 71879, PT No. 1854, Kawasan Bandar VI, Daerah Melaka Tengah, Negeri Melaka
NO HAKMILIK STRATA / NO LOT	**:**	PN 57197/-/-/L31, No. Petak L31, Lot No. 11722
BANDAR / DAERAH / NEGERI	**:**	Bandar Melaka, Kawasan Bandar XLIV / Melaka Tengah / Melaka
KELUASAN BANGUNAN	**:**	Lebih kurang 3,999 kaki persegi (371.52 meter persegi)
PEGANGAN	**:**	Pajakan 95 tahun akan tamat pada 09/11/2111
PENJUAL / PEMAJU	**:**	First Avenue Partners (Asia) Sdn Bhd (No. Syarikat: 831831-K)
TUANPUNYA	**:**	DMDI Finance House Berhad (No. Syarikat: 840568-M)
SYARAT NYATA	**:**	Untuk bangunan perniagaan sahaja
SEKATAN KEPENTINGAN	**:**	Tanah ini tidak dibenarkan dipindahmilik atau dipajak kecuali dengan kebenaran Pihak Berkuasa Negeri, sekatan kepentingan ini dikecualikan bagi pindahmilik atau pajakan pertama.
BEBANAN	**:**	Telah diserahhak kepada Maybank Islamic Berhad melalui surat Ikatan Penyerahhakkan Keduanya Bertarikh 30hb Ogos, 2013.
HAKMILIK	**:**	Hakmilik Strata Individu sudah dikeluarkan.
NOTA	**:**	Bukan Bumi Lot

Hartanah tersebut akan dijual **dalam "keadaan sepertimana sediada"**, tertakluk kepada satu harga rizab sebanyak **RM1,300,000.00 (Ringgit Malaysia Satu Juta Tiga Ratus Ribu)** sahaja, akan dijual mengikut Syarat-syarat Jualan dengan cara Penyerahhakan dari Pihak Pemegang Serahhak/Pihak Bank tertakluk kepada Penawar yang berjaya ("Pembeli") memperolehi kebenaran pindahmilik daripada Pihak Pemaju/Tuanpunya dan Pihak Berkuasa yang berkenaan, sekiranya ada, termasuk semua terma, syarat-syarat, stipulasi dan waad dimana mungkin dan akan dikenakan oleh Pihak Berkuasa yang berkenaan.

Semua Penawar yang ingin membuat tawaran adalah dikehendaki membayar wang pendahuluan sebanyak **10% dari harga rizab** dalam bentuk **bank draf** atau **kasyier order** sahaja atas nama **Maybank Islamic Berhad** sebelum jualan lelongan dimulakan kepada Pelelong tersebut di bawah. Bayaran tersebut boleh juga dibuat melalui Kad Master/Visa.

Pihak Bank hanya membayar caj penyelenggaraan tertunggak (termasuk caj penalti lewat, 'Sinking Fund', cukai tanah dan cukai pintu) yang tidak dibayar sehingga maksimum 6 tahun sebelum tarikh lelongan berjaya dan tertakluk kepada jumlah maksimum seperti berikut:-

- **50% daripada harga rizab untuk Hartanah Komersil**
- **100% daripada harga rizab untuk Hartanah Kediaman**

Pembeli yang berjaya hendaklah mengemukakan bukti bayaran yang berkaitan dengan caj penyelenggaraan, caj penalti lewat, 'Sinking Fund', cukai tanah dan cukai pintu dengan cara resit asal dan/atau salinan resit asal yang diperakui oleh pengeluar resit dan memperincikan bil berkenaan caj tersebut kepada Pemegang Serah Hak/Bank dalam tempoh sembilan puluh (90) hari dari tarikh jualan lelong. Semua caj tertunggak yang dikenakan selepas tarikh lelongan yang berjaya akan ditanggung oleh Pembeli yang Berjaya. Untuk mengelakkan keraguan, sekiranya penerimaan dan pengebilan terperinci tidak dikemukakan, sebarang tuntutan berikutnya yang dibuat di bawahnya tidak akan dilayan oleh Pihak Pemegang Serah Hak/Pemberi Pinjaman.

Penyelesaian baki harga belian: Baki harga belian hendaklah dibayar dalam tempoh Sembilan Puluh (90) hari dari tarikh lelongan awam melalui Bank Deraf atau Kasyier Order atas nama Maybank Islamic Berhad atau dengan cara RENTAS terus kepada akaun Maybank Islamic Berhad pada atau sebelum 19hb April, 2020.

Untuk butir-butir selanjutnya, sila berhubung dengan Tetuan Salina Taib & Co Peguamcara bagi Pihak Pemegang Serahhak/Pihak Bank yang beralamat No. 86, Jalan Melaka Raya 25, Taman Melaka Raya, 75000 Melaka. Ruj: ST/LT/2963/19(MBB), No. Tel: 06-2820614, No. Fax: 06-2820650 atau Pelelong yang tersebut di bawah.

TETUAN ESZAM AUCTIONEER SDN. BHD (No. Syarikat: 760902-H)
Alamat : No. 14, Tingkat 1, Jalan Dato' Lee Fong Yee,
70000 Seremban, Negeri Sembilan Darul Khusus.
No. Tel : 06-7629786, H/P No: 018-6639786/016-6639786, No. Fax: 06-7616986
Email : eszamauctioneer@yahoo.com
Laman Web : www.eszamauctioneer.com
Rujukan Kami : EZ/LACA/MIB/470/2019/MNS/fatin

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

PENDAFTARAN DITUTUP PADA: 10.15 PAGI

PROCLAMATION OF SALE

IN THE MATTER OF COMMODITY MURABAHAH FACILITY AGREEMENT (HOME/SHOPHOUSE FINANCING-i) AND DEED OF ASSIGNMENT BOTH DATED 30TH AUGUST, 2013

BETWEEN

MAYBANK ISLAMIC BERHAD (787435-M) **ASSIGNEE/BANK**

AND

WONG LIN CHI (NRIC NO.: 790910-10-5821) **ASSIGNOR/CUSTOMER**

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Commodity Murabahah Facility Agreement (Home/Shophouse Financing-I) And Deed Of Assignment Both Dated 30th August, 2013** entered into between the Assignee/Bank and the said Assignor/Customer it is hereby proclaimed that the said Assignee/Bank with the assistance of the undermentioned Auctioneer;

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

ON TUESDAY, THE 21ST DAY OF JANUARY, 2020 AT 10.30 A.M. AT THE AUCTION ROOM OF MESSRS ESZAM AUCTIONEER SDN BHD, SUITE F1/15, 1ST FLOOR, LUCKY PLAZA, JALAN DATO' LEE FONG YEE, 70000 SEREMBAN, NEGERI SEMBILAN DARUL KHUSUS.

NOTE: Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek independent legal advice on all matters in connection with the auction sale including the Conditions of Sale herein (iii) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputra or Malay only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies.

PARTICULARS OF THE SUBJECT PROPERTY:-

DESCRIPTION OF PROPERTY (as per Original SPA)	:	The subject property is **an intermediate unit three (3) storey terraced shop/office Lot No. 31, Type 2, 3 Storey Shop Office Commercial Development known as Porto Historia.**
POSTAL ADDRESS OF UNIT	:	**No. 2A, 2A-1 & 2A-2, Jalan KLJ 9, Taman Kota Laksamana Jaya, 75200 Melaka.**
MASTER TITLE NO AND LOT NO	:	HSD 71879, PT No. 1854, Kawasan Bandar VI, District of Melaka Tengah, State of Melaka
STRATA TITLE NO AND LOT NO	:	PN 57197/-/-/L31, Parcel No. L31, Lot No. 11722
TOWN / DISTRICT / STATE	:	Bandar Melaka, Kawasan Bandar XLIV / Melaka Tengah / Melaka
BUILT-UP AREA	:	Approximately 3,999 square feet (371.52 square metre)
TENURE	:	95 years leasehold interest expiring on 09/11/2111
VENDOR / DEVELOPER	:	First Avenue Partners (Asia) Sdn Bhd (Company No.: 831831-K)
PROPRIETOR	:	DMDI Finance House Berhad (Company No.: 840568-M)
EXPRESS CONDITION	:	"Untuk bangunan perniagaan sahaja."
RESTRICTION IN INTEREST	:	"Tanah ini tidak dibenarkan dipindahmilik atau dipajak kecuali dengan kebenaran Pihak Berkuasa Negeri, sekatan kepentingan ini dikecualikan bagi pindahmilik atau pajakan pertama."
ENCUMBRANCE	:	Assigned to Maybank Islamic Berhad vide Deed Of Assignment Dated 30/08/2013
STRATA TITLE	:	Individual Strata Title of the subject property has been issued.
NOTE	:	Non-Bumi Lot

The property will be sold **on an "as is where is" basis,** subject to a reserve price of **RM1,300,000.00 (Ringgit Malaysia One Million and Three Hundred Thousand)** only, subject to the Conditions of Sale and by way of an assignment from the above Assignee/Bank subject to consent being obtained by the successful bidder ("the Purchaser") from the developer/proprietor and relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority.

All intending bidders are required to deposit **10% of the fixed reserve price** by **bank draft or cashier's order** only in favour of **Maybank Islamic Berhad** prior to the sale with the undermentioned Auctioneer. Such payment can be made by Master/Visa Card.

The Bank shall pay only the outstanding maintenance charges (including late penalty charges, sinking fund, quit rent and assessment) which is unpaid for up to a maximum of 6 years preceding the successful auction date, and subject always to a maximum amount as follows:-

- **50% of the reserve price for Commercial Property**
- **100% of the reserve price for Residential Property**

The Successful Purchaser shall submit evidence of the relevant payments in respect of maintenance charges, late penalty charges, sinking fund, quit rent and assessment by way of original receipt(s) and/or copy of the original receipt(s) duly certified by issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Lender within ninety (90) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Successful Purchaser. For the avoidance of doubt, in the event such receipt(s) and itemized billing are not submitted, any subsequent claims made thereunder will not be entertained by the Assignee/Lender.

Settlement of the balance purchase price: The balance of the purchase price is to be settled within Ninety (90) days from the date of auction sale by Bank Draft or Cashier's Order drawn in favour of Maybank Islamic Berhad or by way of RENTAS directly into the account of Maybank Islamic Berhad on or before 19th April, 2020.

For further particulars, please contact Messrs Salina Taib & Co solicitor for the Assignee/Bank herein whose address is at No. 86, Jalan Melaka Raya 25, Taman Melaka Raya, 75000 Melaka. Ref: ST/LT/2963/19(MBB), Tel No: 06-2820614, Fax No.: 06-2820650 or the under mentioned Auctioneer.

MESSRS ESZAM AUCTIONEER SDN BHD (Co. No. 760902-H)
Address : No. 14, 1st Floor, Jalan Dato' Lee Fong Yee,
70000 Seremban, Negeri Sembilan Darul Khusus.
Tel No. : 06-7629786, H/P No.: 018-6639786/016-6639786, No. Fax: 06-7616986
Email : eszamauctioneer@yahoo.com
Website : www.eszamauctioneer.com
Our Ref : EZ/LACA/MIB/470/2019/MNS/fatin

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

REGISTRATION CLOSING TIME: 10.15 A.M.

CONDITIONS OF SALE

1. This sale by Public Auction is made by **Maybank Islamic Berhad** in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the Commodity Murabahah Facility Agreement (Home/Shophouse Financing-I) and such other documents and executed by "the Assignor/Customer" as stipulated in the Proclamation of Sale and Contract of Sale in favour of the Assignee/Bank 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. All intending bidders **(with the exception of the Assignee/Bank)** are required to deposit with the Auctioneer the sum as stipulated in the **Proclamation of Sale (POS)** for the property by **bank draft or cashier's order** only made in favour of **Maybank Islamic Berhad** prior to the auction sale. Such payment can be made by Master/Visa Card. For payment via Credit Card a surcharge of 2% shall be imposed.

3. Immediately after the fall of the hammer, the Purchaser **(other than the Assignee/Bank if it is the Purchaser)** shall pay to the Assignee/Bank, the difference between the deposit pursuant to Clause 2 above and the sum equivalent to **the deposit percentage (as stipulated in the POS) of the successful bid** either in CASH or BANK DRAFT in favour of **Maybank Islamic Berhad** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 2 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee/Bank subject to the provisions of Clauses 2, 11 and 16. Such payment can be made by Master/Visa Card. For payment via Credit Card a surcharge of 2% shall be imposed.

4. a) The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank or to the Solicitor within **the time frame as stipulated in the POS** from the date of the auction sale ("the Completion Date") by **bank draft or cashier's order** only drawn in favour of **Maybank Islamic Berhad.** (b) The period of 90 days will not be extended by the Assignee unless the purchaser shall have, prior to the expiry of the said period, issued a written request to the Bank applying for an extension of time and the Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment charges/compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the purchaser. (c) In amplification thereto, the Assignee/Bank in extending the Completion Date may impose such further condition(s) as the Assignee/Bank deems fit at the Assignee/Bank's absolute discretion (including and not limited to payment of interest).

5. The Purchaser shall bear and pay all other charges and/or outgoings not specified in the POS whether in arrears, current or contingent, including and not limited to the charges for water, electricity, gas, sewerage, insurance premiums, sinking funds, quit rent, assessment and interest which might be due to any relevant authorities and/or bodies or the Developer.

6. The Purchaser shall within the time frame as stipulated in the POS from the date of the auction sale, if prior confirmation and/or consent as the case may be of the Developer and/or the relevant authorities or bodies for the sale and purchase, the assignment and/or the transfer of the Property to the Purchaser is applicable and necessary, apply to and obtain the said confirmation and/or consent as the case may be from the Developer and/or the relevant authorities or bodies. It shall be the sole and absolute responsibility of the Purchaser to apply for, to obtain and to comply with the confirmation and/or consent at the Purchaser's sole costs and expense. The Assignee/Bank shall not in any way be responsible or liable in connection with any of the aforesaid. The Purchaser shall comply with all the terms and conditions that may be imposed by the Developer and/or the relevant authorities or bodies as the case may be in granting and/or in the said confirmation and/or consent to the sale and purchase, the assignment and/or the transfer to the Purchaser within whichever is the shorter of the said time frame as stipulated in the POS from the date of the auction sale or such period as may be specified by the Developer and/or relevant authorities or bodies and shall keep the Assignee/Bank and the Assignee/Bank's solicitors informed at all times of the development in that respect. All fees, charges and expenses in connection with or incidental to the application for, the attainment of and the compliance with the terms and conditions of the said confirmation and/or consent shall be borne by the Purchaser.

7. Any intending bidder who intends to bid on behalf of another 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 another person, body corporate or firm and he/she is authorised to sign all the necessary documents including the Memorandum of Sale. All intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid.

8. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and the conduct of the auction sale and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter, add to or in any way amend these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale, and the decision of the Auctioneer shall be final and binding in all respects and for all purpose whatsoever.

9. If it is deemed expedient, the Assignee/Bank may but without any obligation to do so, apply to and obtain from the Developer and/or relevant authorities or bodies the outstanding charges payable or the confirmation and/or consent (if applicable and necessary) to the sale and purchase, the assignment and/or the transfer of the Property to the Purchaser. For avoidance of doubt and notwithstanding the foregoing, the responsibility and the onus to apply and obtain from the Developer and/or the relevant authorities or bodies the outstanding charges payable and the confirmation and/or consent (if applicable and necessary) shall rest and remain solely and absolutely with the Purchaser.

10. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within the time frame stipulated in the POS from the date of the auction sale subject to Clause 4 above.

11. In the event the Purchaser fails to pay a deposit as stipulated in the POS of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 2 or Clauses 2 and 3 herein shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a time to be fixed by the Assignee/Bank and the cost of such resale together with 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. A certificate signed by an officer of the Assignee/Bank as to the costs of and in connection with the resulting resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.

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

13. The Assignee/Bank be and is hereby at liberty to bid for the property at the sale **(without having to pay any deposit whatsoever.)** In the event the Assignee/Bank becomes the Purchaser, the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said Loan Agreement Cum Assignment on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.

14. Without prejudice to any of the rights of the Assignee/Bank, the Assignee/Bank shall be entitled at the Assignee/Bank's sole and absolute discretion to forfeit the Deposit paid and to put the Property up for auction sale again in the following circumstances :-

    (a) In the event that a bankrupt (whether acting in his personal capacity or as agent) or a wound up company successfully bids for the Property;

    (b) In the event a foreign citizen or company without the prior written consent of the Foreign Investment Committee successfully bids for the Property;

    (c) In the event that a non-Bumiputra successfully bids for the Property whether being aware or not that the Property is reserved for Bumiputra only, and the non-Bumiputra Purchaser is unable to obtain the consent of the Developer (if required) and/or relevant authorities to the assignment and/or transfer of the Property on or before the completion date as hereinafter defined; or

    (d) In the event that the Property is a low cost property and the Purchaser is not eligible and does not qualify to purchase the same.

    (e) In the event the Purchaser becomes bankrupt or dies or wound up (in case of a company) during the period of the time stipulated in the POS or any extended period.

15. In the event the consent from the relevant authorities is granted subject to conditions not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all costs and fees incurred by the Assignee/Bank, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to and hereby expressly and irrecovably waives any claims, demands, rights and/or cause of action whatsoever against the Assignee/Bank, its Solicitor, the Auctioneer or their respective servants or agents.

16. In default of such payment of the balance of the purchase price and interests payable (if any) within the time and in the manner stipulated in Clause **4** above or in the event the Purchaser becomes a bankrupt or dies or wound up (for company) prior to the payment of the balance purchase price and interest payable (if any), the deposit paid pursuant to Clauses 2 and3 above shall be forfeited by the Assignee/Bank and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser. A certificate signed by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever

17. Upon full payment of the balance purchase price in accordance with Clause 4 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions herein contained:

    (a) The Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expense (including but not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) an Assignment to be prepared by the Purchaser's solicitors in favour of the Purchaser of all the rights and benefits in the property and under the Principal Sale and Purchase Agreement upon the terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the Assignment, the Assignee/Bank shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original or certified true copy of the Principal Sale and Purchase Agreement and the previous Assignment.

    (b) If the Property is a housing accommodation under the Housing Development (Control and Licensing) (Amendment) Act 2007, the Purchaser shall forward to the Assignee/Bank's solicitors a letter of undertaking by the Purchaser or the Purchaser's financier in favour of the Developer to deliver to the Developer the duly stamped Assignment within fourteen (14) days after the same has been stamped and the certified true copy of the Developer's official receipt evidencing the Purchaser's payment of the Developer's outgoing charges

18. Upon the signing of the Memorandum(as contained at the end of this document), the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring to the Property before, at or subsequent to the sale of the Property.

19. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser 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.

20. The property is sold on an "as is where is" basis subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.

21. The Assignee/Bank 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 the sale nor shall any abatement or compensation be allowed in respect thereof.

22. (a) The Property is believed to be and shall be taken to be correctly described and is sold on an "as is where is" basis subject to all expressed and implied category of land use, conditions, restriction-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase agreements, previous assignment, covenants, liabilities (including and not limited to liabilities to local authorities incurred but not ascertained and any rates imposed but not demanded), encumbrances and right, (if any), subsisting thereon or thereover whether prior to, during and/or after the auction sale, without any obligation on the Assignee/Bank or the Auctioneer to define the same herein respectively and the Purchaser shall be deemed to have full knowledge of the same and to be bound thereby. No error, mis-statement, omission or mis-description of the Property or any matters in connection with the Property howsoever and whensoever arising, shall annul the sale nor shall any compensation be allowed in respect thereof. In furtherance thereto, any payment which may be imposed by the relevant authorities and/or the Developer shall be solely and absolutely borne and paid by the Purchaser.

    (b) If the land or floor area of the Property is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be solely and absolutely borne and paid by the Purchaser.

    (c) If the land or floor area of the Property is found to be less than that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and neither the Assignee/Bank, the Assignee/Bank's solicitors nor the Auctioneer shall in any way be responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property.

23. It is the sole and absolute responsibility of and the onus is on all intending bidders to 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 Property and the auction sale of the Property, and to satisfy themselves on the same and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and conditions of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputera or Malay only and/or is a low cost property, and matters relating to the ownership of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts owing and obligations pertaining to the Property, and the Purchaser's eligibility and qualification to purchase the Property). The Purchaser shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer 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 Purchaser in respect of any of the aforesaid.

24. In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale :-

    (a) The Assignee/Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);

    (b) If there are any restrictions in interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 4 above; and

    (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 4 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required :-

        (i) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum Of Transfer. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and

(ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Bank's solicitors for the Assignee/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office / registry until and unless the memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Bank's solicitors for the Assignee/Bank's or the Assignee/Bank's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 10 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions Of Sale. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the memorandum of transfer in favour of the Assignor as transferee and/or the Memorandum Of Transfer in favour of the Purchaser as transferee)

25. Notwithstanding Clauses 17 and 24 above and notwithstanding there being no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed Of Assignment or the Memorandum Of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the Property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property

26. In the event the sale being set aside for any reasons whatsoever whether by the Assignee/Bank or by an Order of Court or consent not being obtained by the Purchaser from the relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee/Bank in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, its Solicitor, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitor and the Auctioneer or their respective servants or agents.

27. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Assignee/Bank or its Agent to give vacant possession.

28. Subject to Clauses 3 and 4 hereof, in the event there is any balance of moneys due to the Developer by the Assignor or the Assignee/Bank under the principal Sale And Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance moneys. In the event that the balance moneys payable is/are outstanding progressive payment(s) due to the Developer in respect of the Property, the Purchaser shall:-

    (a) In the event that the Purchaser requires a loan to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 10 hereof, cause the Purchaser's financier to issue a letter of undertaking in favour of the Developer to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement and to release the Assignee/Bank from all obligations and liability of payment;

    (b) In the event that the Purchaser does not require a loan to enable the Purchaser to complete the purchase herein, the Purchaser shall within the time stipulated in Clause 10 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement made in favour of the Developer and to release the Assignee/Bank from all obligations and liability of payment;

    (c) Any payment due and payable to the Developer after the date of the auction sale, including the balance progressive payment according to the schedule of payment in the principal Sale And Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clause 28 (a) and (b) hereof, shall be borne by the Purchaser absolutely; and

(d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee in accordance with Clause 28 (a) and (b) hereof, the Assignee/Bank shall be entitled to terminate the sale by notice in writing to the Purchaser whereon the Deposit shall be forfeited by the Assignee/Bank and the Assignee/Bank shall be entitled at the Assignee/Bank's absolute discretion to put the Property up for sale at a date, time and reserve price to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) together with any deficiency in the price obtained in the resale compared to the price obtained in the earlier auction sale shall be a debt due and owing from the Purchaser to the Assignee/Bank and shall be recoverable by the Assignee/Bank from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale (or resales if more than one resale attempt) and the shortfall in the sale price (if any) shall be deemed and accepted as correct and conclusive for all purpose whatsoever.

29. The Assignee/Bank makes no representation as to the ownership of furniture, fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Bank accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.

30. All necessary inquiries and investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.

31. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.

32. Unless expressly provided herein, the Assignee/Bank, the Solicitor and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort or in contract, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising before, at or subsequent to the sale of the Property. The Purchaser hereby expressly and irrevocably waives any and all rights, claims and remedies that the Purchaser may have contrary to the foregoing.

33. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee/Bank, the Solicitor and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Assignee/Bank, its Solicitors, the Auctioneer nor any person in their employment have any authority to make or give any representation or warranty whatsoever in relation to the property.

34. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the property is delivered, shall immediately upon such termination, redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser.

35. The Assignee/Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.

36. Time whenever mentioned shall be of essence of this Conditions of Sale.

37. The successful Purchaser is advised to seek independent legal advice and/or appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser shall be deemed to have elected to be unrepresented in this sale.

38. The Conditions of Sale and Deed of Assignment to be executed by the Assignee and the Successful Purchaser and the Memorandum of Transfer by the Developer to the Successful Purchaser are documents evidencing a single transaction. For the purpose of Section 4(3) of the Stamp Act 1949, the Deed of Assignment shall be deemed the principal instrument.

39. Pursuant to Section 18 & 33 of the Stamp Act, 1949 any stamp duty payable shall be borne by the successful Purchaser alone and shall not be paid out of the proceeds of sale. The successful bidder shall also pay the registration fee for the eventual transfer of the said property.

40. 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 effecting the transfer of the beneficial ownership in the property to the Purchaser.

41. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions in the English Language version shall prevail.

42. The Proclamation of Sale and the terms of this Conditions of Sale shall to be read together and shall collectively constitute part of the Memorandum of Sale.

43. The Bank reserves its right to vary add delete and/or amend any of the terms and conditions herein at any time and from time to time at its absolute sole discretion.

44. If any term contained herein shall be in whole or in part held to be void, illegal or unenforceable under any rule of law, that term shall be to that extent be deemed not to form part of this Conditions of Sale and the sale shall not be in any way be affected thereby.

45. The balance of the purchase price [together with inward RENTAS Service Charges (if any)] shall be paid in full by the purchaser to the bank or the Bank's solicitors within ninety (90) days from the date of the auction sale by remitting the payment directly to the Bank via RENTAS.

    The RENTAS payment must be made accompanied with the following details:-
    Beneficiary
    *Borrower Name
    *Account No
    *Payment Details

CONTRACT

MEMORANDUM: - At the sale by Public Auction this **21st January, 2020** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits in relation to the property identified **Lot No. 31, Type 2, 3 Storey Shop Office Commercial Development known as Porto Historia** and bearing postal address **No. 2A, 2A-1 & 2A-2, Jalan KLJ 9, Taman Kota Laksamana Jaya, 75200 Melaka** develop by the developer/proprietor as stated in the Proclamation of Sale, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM**_____, and a sum of **RM**_____ has been paid to the Assignee/Bank by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitor acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

PURCHASE MONEY **RM**_____

DEPOSIT MONEY **RM**_____

BALANCE DUE **RM**_____

PURCHASER'S PARTICULARS:-

NAME : _____

NRIC NO : _____

ADDRESS : _____

_____

_____

TELEPHONE NO : _____

SIGNED BY THE ABOVENAMED PURCHASER(S))
)
) _____

SIGNED BY M/S SALINA TAIB & CO)
SOLICITORS FOR THE ASSIGNEE/BANK)
NAME: _____) _____

SIGNED BY M/S ESZAM AUCTIONEER SDN BHD)
LICENSED AUCTIONEER)
MOHD NIZAM BIN MOHD SHARIF (PJK)) _____

GUIDELINE FOR SUCCESSFUL AUCTION

BANK REFERENCE :
AUCTION DATE :
PROPERTY ADDRESS :
PROPERTY SOLD VALUE :

This checklist is to ease the successful bidder/purchaser to understand the process after auction and to plan for loans/etc to complete the auction sale:-

1. IN ORDER TO COMPLETE THE SALE, PURCHASERS NEED TO DO THE FOLLOWING:-

   i. To appoint own solicitor to complete the sale and process to transfer the property by way of Deed of Assignment (DOA)/ Memorandum of Transfer (MOT), whichever applicable.

   ii. To obtain loan from other financier / unless purchaser is a cash buyer. If you are a cash buyer, kindly ensure solicitor is appointed for the preparation of DOA/MOT.

   iii. To obtain account statement of the property from the developer/management office.

   iv. To pay any outstanding due of the property to the developer, management body and/or, any relevant authorities and to forward the original / certified true copy of receipt and itemized billing of the respective charges to the Bank within **ninety (90) days** from the date of auction sale.

   v. The Bank shall pay only the outstanding maintenance charges (including late penalty charges, sinking fund, assessment and quit rent) which is unpaid for up to a maximum of 6 years preceding the successful auction date, and subject always to a maximum amount as follows :-

      - **50% of the reserve price for Commercial property.**
      - **100% of the reserve price for Residential property**

2. THE BALANCE PURCHASE PRICE HAS TO BE PAID WITHIN THE STIPULATED DATE FAILING WHICH THE DEPOSITS PAID SHALL BE FORFEITED.

3. ANY REQUEST FOR EXTENSION OF TIME MUST BE SUPPORTED BY VALID REASONS AND APPROVAL FOR SUCH EXTENSION SHALL BE AT BANK'S DISCRETION.

Declaration by successful purchaser.

I hereby understand the above contents and will not take any action against the Bank if any of the above arise.

_____
Name of Purchaser / Authorized Agents'
Name:
NRIC No.:

Witnessed By;

_____
MESSRS ESZAM AUCTIONEER SDN BHD
MOHD NIZAM BIN MOHD SHARIF (PJK)
(Licensed Auctioneer)

_____
MESSRS SALINA TAIB & CO
Solicitors for the Assignee/Lender
Name:
NRIC No.: