

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN JUALAN HARTANAH, PERJANJIAN BELIAN HARTANAH DAN SURAT IKATAN PENYERAHHAKKAN KESEMUANYA BERTARIKH 16HB SEPTEMBER, 2005

ANTARA

BANK MUAMALAT MALAYSIA BERHAD (No. Syarikat 6175-W)

.....Pihak Pemegang Serah Hak/Bank

DAN

MESKIAH BINTI AMAN (NO. K/P: 731018-01-6158/A2331954)

.....Pihak Penyerah Hak/Pelanggan

MOHD ZAKIYAMANI BIN CLIVON (NO. K/P : 800924-01-5575)

.....Pelanggan

Menurut Kuasa Dan Hak Yang Telah Diberikan Kepada Pihak Pemegang Serah Hak/Bank Di Bawah Perjanjian Jualan Hartanah, Perjanjian Belian Hartanah Dan Surat Ikatan Penyerahhakkan Kesemuanya Bertarikh 16hb September, 2005 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

PADA 29HB JANUARI, 2020 BERSAMAAN HARI RABU JAM 11.00 PAGI

DI BILIK LELONGAN ESZAM AUCTIONEER SDN BHD,
SUITE B-15-03, TINGKAT 15, BLOK B, MEGAN AVENUE 2,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

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:-

Hakmilik Strata belum dikeluarkan.

No. Hakmilik Induk/Lot No.	:	PN 30953, Lot 24065 (dahulu dikenali sebagai PTD 25388)
Mukim/Daerah/Negeri	:	Tangkak/Tangkak/Johor
No. Petak Pemaju	:	Lot PTD 25388, Perumahan Awam Taman Warisan (Sagil, Tangkak).
Pegangan	:	Pajakan 99 tahun tamat pada 27/07/2109
Keluasan Tanah	:	Lebih kurang 114 meter persegi (1,226 kaki persegi)
Penjual/Pemaju	:	Kerajaan Negeri Johor
Pemilik Berdaftar	:	Perbadanan Setiausaha Kerajaan Johor 1/1 Bahagian
Pembeli/Pemilik Benefisial	:	Meskih Binti Aman (No. K/P: 731018-01-6158/A2331954) Mohd Zakiyamani Bin Clivon (No. K/P : 800924-01-5575)
Syarat Nyata	:	i) Tanah ini hendaklah digunakan untuk sebuah Rumah Teres Kos Rendah, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan/dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan. iii) Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi.
Sekatan Kepentingan	:	Tanah yang dikumiakan ini tidak boleh dijual, dicagar, digadai, dipajak atau dipindahmilik dengan apa cara sekalipun, termasuk dengan cara menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Pihak Berkuasa Negeri.
Bebanan	:	Diserahhkan kepada Bank Muamalat Malaysia Berhad (6175-W)

LOKASI DAN KETERANGAN HARTANAH:-

Harta tersebut adalah **sebuah rumah teres satu tingkat kos rendah unit tengah** yang beralamat pos di **No. 93, Jalan Warisan 1, Taman Warisan, Sagil, 84900 Tangkak, Johor.**

HARGA RIZAB:-

Hartanah tersebut akan dijual secara "**keadaan sedia ada**" dan tertakluk kepada satu harga rizab sebanyak **RM45,000.00 (RINGGIT MALAYSIA: EMPAT PULUH LIMA 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.

Semua penawar yang ingin membuat tawaran dikehendaki mendeposit kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **BANK DERAJAT** atas nama **BANK MUAMALAT MALAYSIA BERHAD** atau **Kad Kredit (Master Card atau Visa)** serta merta selepas jualan tamat. Untuk bayaran melalui Kad Kredit bayaran tokok 2% akan dikenakan. Baki wang belian hendaklah dijelaskan dalam tempoh **Seratus Dua Puluh (120) hari**.

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: AHA.I6.343.BMMB-MEAM.19) 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)

B-15-03, Tingkat 15, Blok B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel: 06-7629786 / 018-6639786 / 016-6639786 Faks: 06-7616986
Email: eszamauctioneer@yahoo.com
Laman Web: www.eszamauctioneer.com
Rujukan Kami: EZ/LACA/BMMB-KL/050/2020/MNS/mas

MOHD NIZAM BIN MOHD SHARIF (PJK)

(Pelelong Berlesen)

PROCLAMATION OF SALE

IN THE MATTER OF PROPERTY SALE AGREEMENT, PROPERTY PURCHASE AGREEMENT AND DEED OF ASSIGNMENT ALL DATED 16TH SEPTEMBER, 2005

BETWEEN

BANK MUAMALAT MALAYSIA BERHAD (Co. No. 6175-W)

.....Assignee/Bank

AND

MESKIAH BINTI AMAN (NRIC NO.: 731018-01-6158/A2331954)

.....Assignor/Customer

MOHD ZAKIYAMANI BIN CLIVON (NRIC NO.: 800924-01-5575)

.....Customer

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment All Dated 16th September, 2005 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

ON WEDNESDAY, THE 29TH DAY OF JANUARY, 2020 AT 11.00 A.M. IN THE MORNING,
AT THE AUCTION ROOM OF ESZAM AUCTIONEER SDN BHD,
SUITE B-15-03, 15TH FLOOR, BLOCK B, MEGAN AVENUE 2,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

- 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 has not been issued yet.

Master Title No. /Lot No.	: PN 30953, Lot 24065 (formerly known as PTD 25388)
Mukim/District/State	: Tangkak/Tangkak/Johor
Developer's Parcel No.	: Lot PTD 25388, Perumahan Awam Taman Warisan (Sagil, Tangkak).
Tenure	: Leasehold 99 years expiring dated 27/07/2109
Land Area	: Approximately 114 square metres (1,226 square feet)
Vendor/Developer	: Kerajaan Negeri Johor
Proprietor	: Perbadanan Setiausaha Kerajaan Johor 1/1 Share
Purchasers/Beneficial Owner	: Meskiah Binti Aman (NRIC No.: 731018-01-6158/A2331954) Mohd Zakiyamani Bin Clivon (NRIC No.: 800924-01-5575)
Express Condition	: i) "Tanah ini hendaklah digunakan untuk sebuah Rumah Teres Kos Rendah, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan." ii) "Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan/dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan." iii) "Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi."
Restriction In Interest	: "Tanah yang dikumiakan ini tidak boleh dijual, dicagar, digadai, dipajak atau dipindahmilik dengan apa cara sekalipun, termasuk dengan cara menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Pihak Berkuasa Negeri."
Encumbrances	: Assigned to Bank Muamalat Malaysia Berhad (6175-W)

LOCATION AND DESCRIPTION:-

The subject property is an **intermediate single storey low cost terrace house** bearing postal address of **No. 93, Jalan Warisan 1, Taman Warisan, Sagil, 84900 Tangkak, Johor.**

RESERVE PRICE:-

The property will be sold on an **"as is where is"** basis subject to a reserve price of **RM45,000.00 (RINGGIT MALAYSIA: FORTY FIVE 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.

All intending bidders are required to deposit with the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT or CASHIER'S ORDER** in favour of **BANK MUAMALAT MALAYSIA BERHAD or Credit Cards (Master Card or Visa)** prior to the auction. For payment via Credit Card a surcharge of 2% shall be imposed. The balance of the purchase price to be settled within **One Hundred And Twenty (120) days**.

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.: AHA.I6.343.BMMB-MEAM.19) Tel. No.: 03-91345701 Fax No.: 03-91345702 or the undermentioned Auctioneer in regards to the property:-

MESSRS ESZAM AUCTIONEER SDN. BHD. (760902-H)

MOHD NIZAM BIN MOHD SHARIF (PJK)

B-15-03, 15th Floor, Block B, Megan Avenue 2,

(Licensed Auctioneer)

12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

No. Tel: 06-7629786 / 018-6639786 / 016-6639786 Fax : 06-7616986

Email: eszamauctioneer@yahoo.com

Website: www.eszamauctioneer.com

Our Ref: EZ/LACA/BMMB-KL/050/2020/MNS/mas

CONDITIONS OF SALE

- 1) This sale is made by **BANK MUAMALAT MALAYSIA BERHAD (Co. No. 6175-W)** (*the Assignee*) in the exercise of the rights and powers conferred upon the Assignee pursuant to **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment All Dated 16th September, 2005** executed **Meskiah Binti Aman (NRIC No.: 731018-01-6158/A2331954)** and **Mohd Zakiyamani Bin Clivon (NRIC No.: 800924-01-5575)** (*the Assignor/Customers*) 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, Property Purchase Agreement 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.
- 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.