PROCLAMATION OF SALE

IN THE MATTER OF THE DEED OF ASSIGNMENT (BY WAY OF SECURITY) DATED 20TH JUNE, 2016

BETWEEN

BANK KERJASAMA RAKYAT MALAYSIA BERHAD — ASSIGNEE/BANK

AND

SURANE A/L SAMY (NRIC NO: 941214-01-6345) — ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Deed Of Assignment (By Way Of Security) Dated 20th June, 2016 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 MONDAY, 01ST DAY OF MARCH, 2021, TIME: 11.00 A.M.
VIA ONLINE BIDDING
AT ESZAM AUCTIONEER SDN BHD (eZ2Bid)

Alternatively, prospective bidders may submit bids for the property online via www.eszamauctineer.com
(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)
Bidders are further subject to the terms and conditions on www.eszamauctioneer.com

NOTE:- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

a) Read and fully understand all the terms and conditions of sale herein;
b) Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities;
c) Inspect the subject property;
d) Verify pertinent particulars of the documents;
e) Verify the postal address of the subject property with the developer,
f) Check on the issuance of separate individual title for the subject property with developer;
g) Seek legal advice on the terms and conditions of sale herein;
h) Make necessary enquiries with the relevant authorities and the developer on the Restriction-In-Interest, Terms and conditions of consent to the sale herein; and
i) The subject property is sold on "as is where is" basis.
j) The Assignee Bank is not responsible in obtaining any consent from the Developer and/or/ state authorities or relevant bodies prior or after the auction sale.
k) Check and verify whether this sale is subject to any tax liability under Sales Tax Act 2018 and Services Tax Act 2018.

PARTICULARS OF TITLE: –

Master Title No/Lot No.	:	PN 74958, Lot No. 11550 (previously held under Master Title HSD 28081, PTD 1588) Mukim of Pantai Timur, District of Kota Tinggi, State of Johor.
Developer's Parcel No	:	Parcel No. 11, Storey No. 03, Building No. E1, Prince Bay @ Desaru, Johor.
Provisional Floor Area	:	Approximately 70 square metres (750 square feet)
Tenure	:	Leasehold 99 years expiring dated 14.08.2116
Vendor/Registered Owner	:	Tiara Desaru Residences Sdn Bhd (Company No. : 764803-P) (formerly known as MB Resorts Sdn Bhd)
Beneficial Owner	:	Surane A/L Samy (NRIC No: 941214-01-6345)
Express Condition	:	i) "Tanah ini hendaklah digunakan untuk Kondominium untuk kediaman/perkedaian, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan." ii) "Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan / dibuang ketempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan." iii) "Segala dasar dan syarat-syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi."
Restriction In Interest	:	i) "Tanah yang dikurniakan ini tidak boleh dijual, dicagar, dipajak, digadai ataupun dipindahmilik dengan apa cara sekalipun termasuk dengan menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Pihak Berkuasa Negeri." ii) "Tuanpunya tanah tidak dibenarkan menjual unit-unit (parcel) bangunan yang akan dibina di atas tanah ini melainkan bangunan telah mula dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan."
Encumbrances	:	The property is assigned to BANK KERJASAMA RAKYAT MALAYSIA BERHAD

LOCATION AND DESCRIPTION OF THE PROPERTY:-

The subject property **is an apartment unit** bearing postal address of **Unit No. #E1-03-11, Block E1, Prince Bay Seaview Residence, Jalan Tanjung Lompat, 81930 Bandar Penawar, Kota Tinggi, Johor Darul Takzim. Accommodation :** Balcony, Living/Dining, 1 bedroom together with bath/wc, pantry and bath/wc.

RESERVE PRICE:- The property will be sold on an **"as is where is basis"** and 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 **BANK DRAFT** only in favour of **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** and the balance of the purchase money to be settled within **Ninety (90) Days. For online bidders please refer to the Terms and Conditions and manner of payment of the deposit at www.eszamauctioneer.com.**

CONSENT TO TRANSFER: The subject property will be sold subject to the consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities if applicable.

Note: Particular of the property was based on Valuation report and facility agreements which to the best of our knowledge is true. However bidder should **conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities** and not takes the particular as conclusive. The contract shall not become null and void if there are any discrepancies of the particular of the property.

For further particulars, please apply to M/S Zulpadli & Edham Solicitors for the Assignee/Bank at No. 24, Jalan Perumahan Gurney, 54000 Kuala Lumpur. (Ref No. ZE/L/BKR/TF/13202/20/JOHOR BAHRU) Tel No: 03-26946979, Fax No: 03-26938529, or the under mentioned Auctioneer.

MESSRS ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, 15th Floor, 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/BKRMB/016/2021/MNS/mas

MOHD NIZAM BIN MOHD SHARIF (P.J.K)
(Licensed Auctioneer)

PERISYTIHARAN JUALAN

DALAM PERKARA SURAT IKATAN PENYERAHANHAK (SECARA SEKURITI) BERTARIKH 20HB JUN, 2016

ANTARA

BANK KERJASAMA RAKYAT MALAYSIA BERHAD — PIHAK PEMEGANG SERAHHAK/BANK

DAN

SURANE A/L SAMY (NO. K/P : 941214-01-6345) — PIHAK PENYERAHHAK/PELANGGAN

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak dan dibawah Surat Ikatan Penyerahanhak (Secara Sekuriti) Bertarikh 20hb Jun, 2016 diantara Pihak Penyerahhak/Pihak Pelanggan dan Pihak Pemegang Serahhak/Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut dibawah ini akan menjual secara :-

LELONGAN AWAM
PADA HARI ISNIN, 01HB MAC, 2021, JAM: 11.00 PAGI
LELONGAN SECARA ATAS TALIAN
DI ESZAM AUCTIONEER SDN BHD (eZ2Bid)

Bakal pembeli boleh membuat tawaran atas talian ("online") melalui laman web di www.eszamauctioneer.com
(Sila buat pendaftaran sekurang-kurangnya satu (1) hari sebelum tarikh lelongan untuk tujuan pendaftaran dan pengesahan)
Bakal pembeli adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di www.eszamauctioneer.com

NOTA:- Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:

a) Membaca dan memahami dengan teliti terma dan syarat-syarat jualan;
b) Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan;
c) Memeriksa hartanah tersebut;
d) Memeriksa butir-butir mustahak dalam dokumen-dokumen;
e) Memastikan alamat pos hartanah dengan pihak pemaju;
f) Memeriksa dengan pemaju mengenai status pengeluaran akmilik individu;
g) Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini;
h) Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan, Terma dan Syarat-syarat kebenaran untuk jualan ini; dan
i) Hartanah Tersebut dijual dalam keadaan "seperti sedia ada".
j) Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.
k) Membuat carian tentu-sah iaitu adakah jualan hartanah tersebut akan dikenakan cukai jualan dan perkhidmatan ("SST") atas Akta Cukai Jualan 2018 dan Akta Cukai Perkhidmatan 2018.

BUTIR-BUTIR HARTANAH/HAKMILIK :–

No. Hakmilik Induk/ No. Lot	:	PN 74958, Lot No. 11550 (dahulunya dipegang dibawah Hakmilik Induk HSD 28081, PTD 1588) Mukim Pantai Timur, Daerah Kota Tinggi, Negeri Johor.
No. Petak Pemaju	:	Petak No. 11, Tingkat No. 03, Bangunan No. E1, Prince Bay @ Desaru, Johor.
Keluasan Lantai	:	Anggaran 70 meter persegi (750 kaki persegi)
Pegangan	:	Pajakan 99 tahun akan tamat pada 14.08.2116
Penjual / Pemilik Berdaftar	:	Tiara Desaru Residences Sdn Bhd (No. Syarikat : 764803-P) (dahulu dikenali sebagai MB Resorts Sdn Bhd)
Pemilik Benefisial	:	Surane A/L Samy (No. K/P : 941214-01-6345)
Syarat Nyata	:	i) Tanah ini hendaklah digunakan untuk Kondominium untuk kediaman/perkedaian, dibina mengikut pean yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan / dibuang ketempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan. iii) Segala dasar dan syarat-syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi.
Sekatan Kepentingan	:	i) Tanah yang dikurniakan ini tidak boleh dijual, dicagar, dipajak, digadai ataupun dipindahmilik dengan apa cara sekalipun termasuk dengan menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Pihak Berkuasa Negeri. ii) Tuanpunya tanah tidak dibenarkan menjual unit-unit (parcel) bangunan yang akan dibina di atas tanah ini melainkan bangunan telah mula dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan.
Bebanan	:	Hartanah tersebut telah diserah hak kepada BANK KERJASAMA RAKYAT MALAYSIA BERHAD

LOKASI DAN PERIHAL HARTANAH:-

Hartanah tersebut merupakan **sebuah unit pangsapuri** yang beralamat di **Unit No. #E1-03-11, Blok E1, Prince Bay Seaview Residence, Jalan Tanjung Lompat, 81930 Bandar Penawar, Kota Tinggi, Johor Darul Takzim. Akomodasi :** Balkoni, ruang tamu/ruang makan, 1 bilik tidur beserta 1 bilik mandi/tandas, pentri dan 1 bilik mandi/tandas.

HARGA RIZAB:

Hartanah tersebut akan dijual **"Dalam 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:-

Semua penawar yang ingin membuat tawaran dikehendaki mendepositkan kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **BANK DERAF** sahaja atas nama **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** dan baki wang belian hendaklah dijelaskan dalam tempoh **Sembilan Puluh (90) Hari. Bagi penawar atas talian sila rujuk Terma dan Syarat serta cara pembayaran deposit di www.eszamauctioneer.com**

KEBENARAN PINDAHMILIK: Harta tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pemaju dan/atau mana-mana pihak berkuasa lain (jika berkenaan).

Nota: Butir-butir hartanah adalah berdasar Laporan Penilaian dan perjanjian-perjanjian pembiayaan yang mana berdasarkan pengetahuan kami adalah benar. Walaubagaimanapun pembida hendaklah **membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan. Perjanjian ini tidak akan menjadi terbatal sekiranya terdapat perbezaan berkenaan butir-butir hartanah**

Untuk mendapatkan butir-butir selanjutnya, sila berhubung dengan Tetuan Zulpadli & Edham. Peguamcara bagi Pihak Pemegang Serahhak/Bank di No. 24, Jalan Perumahan Gurney, 54000 Kuala Lumpur. (No Ruj: ZE/L/BKR/TF/13202/20/JOHOR BAHRU) Tel No: 03-26946979, Fax No. 03-26938529, atau Pelelong yang tersebut di bawah ini:-

TETUAN ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Tingkat 15, Blok 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/Web site : www.eszamauctioneer.com
Rujukan kami : EZ/LACA/BKRMB/016/2021/MNS/mas

MOHD NIZAM BIN MOHD SHARIF (P.J.K)
(Pelelong Berlesen)

CONDITIONS OF SALE

1. This sale is made by **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee pursuant to the **Deed Of Assignment (By Way Of Security) Dated 20th June, 2016 executed by Surane A/L Samy (NRIC No: 941214-01-6345)** (*the Assignor/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 Assignee /Auctioneer 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 **Deed Of Assignment (By Way Of Security)** 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 bidders (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 (except the Assignee/Lender) are required to deposit with the Auctioneer 10% of the fixed reserve price for the said property by bank draft only in favour of **BANK KERJASAMA RAKYAT MALAYSIA BERHAD** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer an authority letter to state that he is acting on behalf of another person, body corporate or firm, prior to the auction. For Bumiputra lot, only Bumiputra are allowed to act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of auction sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity or act as agent of the Principal at the auction sale. A Foreign Citizen or Foreign Company is only allowed to bid for the property with the prior consent of the Foreign Investment Committee.

6. Immediately after fall of the auctioneer's hammer, the Purchaser (other than the Assignee if they are the Purchasers), shall pay to **BANK KERJASAMA RAKYAT 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 **ninety (90) days <u>without any extension</u> from** the date of auction sale by bank draft or cashier's order only. However, the period of 90 days may be extended by the Assignee in its absolute discretion upon a written request by the Purchaser before the expiry date provided that if any extension is granted, the Assignee in its absolute discretion may impose compensation at the rate to be determined by the Assignee on the balance purchase price calculated on a daily basis for the duration of the extended period granted and such compensation sum shall be paid by the Purchaser in the manner and time stipulated by the Assignee.

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 a 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, 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. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee and to be prepared by **the solicitor appointed by the Purchaser.**

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. The Purchaser further shall not be entitled to any compensation whatsoever from any depreciation thereof arising from any cause whatsoever.

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. The Purchaser shall be deemed to have inspected the Property and have notice of all notices and requirements of the State / Local Authorities / Developer or any other relevant authority and all such notices and requirements shall be compiled with by the Purchaser. The Memorandum of Contract has been entered solely as a result of the Purchaser's inspection and on the basis of the terms and conditions of this Memorandum of Contract and not in reliance upon any representation or warranty either written oral or implied made by or on behalf of the Assignee.

14. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein, it is hereby agreed that any arrears of quit rent, maintenance charges and assessment rate (hereinafter collectively referred to as "the Outstanding Charges") which may be lawfully **due and remain unpaid for up to a maximum of 6 years preceding the successful auction date** to any relevant authority or the Developer up to date of auction sale of the subject property shall be paid by the Assignee/Bank out of the balance purchase money. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay or deduct from purchase money any administrative fees, outstanding water, electricity, telephone, sewerage or any late payment/penalty on the followings: quit rent, maintenance & management charges and assessment rate or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. In this regard, it shall be the duty of the Purchaser to obtain copies of the Outstanding Charges from the relevant authorities and/or the Developer and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's/Bank's Solicitors for approval within Seven (7) days from the date of payment of balance purchase money failing which the Assignee will give Seven (7) days notice to the Purchaser to forward the outstanding charges and after the completion of the notice, if the purchaser failed to comply with the notice, the Assignee will not be held liable to pay the outstanding charges of auction sale.

14. (a) In the event there is any balance of money by way of outstanding progressive payments payable and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer by its own and there shall be no deduction from the purchase price.

15. The property is sold **on an "as is where is" basis** 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 therefore 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, miss-statement, omission or miss-description shall annul the sale nor shall any compensation be allowed in respect thereof.

18. 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.

19. 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 8 above; and

    (c) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8 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 8 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)

20. In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault (including but not limited to the failure to obtain approval from relevant authorities with regards to the property under "Bumi Lot" and Low Cost status), 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.

21. The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities for consent to transfer and to keep the Assignee or the Solicitors informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

22. The Purchaser after the payment of the balances 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.

23. 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.

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

25. In the event of any error, misstatement, omission and/or misdescription of any kind relating to the property in the Proclamation of Sale or any other documents, such error, misstatement, omission and/or misdescription shall not in any manner annul the sale, nor shall there any adjustment of the purchase price nor shall compensation be allowed nor shall the bank be open to any liability of any form.

26. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee and **MESSRS. ZULPADLI & EDHAM,** shall under no circumstances bear any liability to the Purchaser.

27. In the event that the sale is terminated for any reason whatsoever, the Purchaser if vacant possession of the Property is delivered, shall redeliver vacant possession of the Property to the Assignee at the costs of the Purchaser immediately upon such termination.

28. The Assignee be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

29. Prohibited to Act / Bid
    29.1. No bankrupts are allowed to bid or act as agent.
    29.2. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee and the Property maybe put up for sale again at a date and time to be fixed by the Assignee.

30. Assignment of Rights, Titles, Interest and Benefits
    The Purchaser shall not without the written consent of the Assignee, Developer / Landowner and / or the relevant authorities be entitled to assign his rights, title, interest and benefits under the contract of sale made pursuant hereto of the principal Sale and Purchase Agreement entered between the Developer / Landowner and the original purchaser before the Property has been duly assigned or transferred to him by the Assignee. The Assignee decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

31. Government Taxes and/or Statutory/Regulatory Imposed Charges, Fees Etc

a) For the purpose of this Clause: “Tax” means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax (“SST”) and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. “Appropriate Authority” means any government or taxing authority.’

b) The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any setoff, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

c) In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.

d) The Purchase shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority.

e) If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee’s discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.

f) All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.

g) The Purchaser hereby agrees to do all things reasonably by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.

h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under tis clause on account of Tax.

32. Online bidders are also bound by online Terms and Conditions contained at **www.eszamauctioneer.com** in addition to this Condition of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Condition of Sale, the provisions in this Condition of Sale shall prevail.

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 **10%** of the reserve price or depend on Bank requirement as required under the **Conditions of Sale (COS)** attached to **Proclamation of Sale (POS**). Payment of deposit must be made via local bank transfer with the following details:-

a) Account's Name : ESZAM AUCTIONEER SDN BHD (BIDDER DEPOSIT)
b) Name of Bank : MALAYAN BANKING BERHAD
c) Bank's Account No : 555-014-228-977

Note: The 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.