PROCLAMATION OF SALE

In The Matter of Facility Agreement For Choice Home Loan (Fixed) (Without Title) And Deed Of Assignment Both Dated The 31st Day Of July, 2002

Between

Southeast Asia Special Asset Management Berhad (65502-X) **Assignee/Lender**
(having received the transfer and been vested with all the rights benefits and interests of CIMB Bank Berhad (13491-P) in the assigned property)

And

P Pathbanathan A/L S Palanyandi (Nric No. 580316-04-5349/5309570) (Deceased) **Assignor/Borrower**

In the exercise of the rights and powers conferred upon the Assignee/Bank under the **Facility Agreement For Choice Home Loan (Fixed) (Without Title) And Deed Of Assignment Both Dated The 31st Day Of July, 2002** entered into between the Assignors/Borrowers and the 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 SATURDAY, THE 08TH DAY OF MAY, 2021 AT 10.30 A.M IN THE MORNING
VIA OUR WEBSITE AT WWW.ESZAMAUCTIONEER.COM (FOR ONLINE BIDDING)
(For online bidding, please register at least one (1) working day before the auction day for registration & verification purposes)
ONLINE BIDDERS ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS ON AT WEBSITE www.eszamauctioneer.com

1. **Property**:

Description: (as per original SPA)	**A 3 Bedroom Flat Unit identified as Parcel No. AG-4, Storey No. Ground Floor, Block No. A, Taman Sutera Wangi Phase 1A, Batu Berendam, Melaka.**
Postal Address:	**Unit No. A-4, Ground Floor, Block A, Rumah Pangsa Taman Sutera Wangi, 75350 Batu Berendam, Hang Tuah Jaya, Melaka.**
Floor Area:	Approximately 60 square metres (646 square feet)
Vendor/Registered Owner:	**Wangi KMB Bhd (Company No. 387695-P)**
Proprietor:	**Kumpulan Melaka Berhad (Company No. 334871-H)**
Strata Title:	Strata title to the Property has been issued by the appropriate authority.

2. **Strata Land**:

Title Particulars:	PN 18423/M1/1/19, Lot 10265, Mukim of Batu Berendam, District of Melaka Tengah, State of Melaka. (Parcel No. 19, Storey No. 1, Building No. M1)
Tenure:	Leasehold interest 99 years expiring on 30/12/2097
Express Condition	"Untuk rumah kediaman sahaja."
Restriction-In-Interest:	"Tanah ini tidak dibenarkan di pindahmilik atau dipajak dengan apa cara sekalipun kecuali setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri. Sekatan kepentingan ini dikecualikan bagi pindahmilik atau pajakan pertama."

PROSPECTIVE BIDDERS ARE ADVISED TO INSPECT THE PROPERTY AND CONDUCT AND RELY ON THEIR OWN SEARCHES, ENQUIRIES,INVESTIGATIONS AND VERIFICATIONS ON THE ACCURACY AND CORRECTNESS OF THE PARTICULARS AND INFORMATION PROVIDED AND TO TAKE PROFESSIONAL ADVICE IN THAT REGARD PRIOR TO THE AUCTION.

The Property will be sold by way of auction through the Auctioneer. The rights, title and interests to the Property will be conveyed to the Successful Purchaser upon completion of the sale.

The Lender gives no warranty as to the accuracy or correctness of the information and statements contained in this Proclamation of Sale and the Conditions of Sale or as to the state or condition of the Property other than that the Lender is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Lender.

The Assignee/Bank wherever mentioned in this Proclamation of Sale shall mean the Assignee/Bank and/or any financial institution's, business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Bank and/or any financial institution which changed its name to the Assignee/Bank and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Bank had been a party thereto. The full details of the above may be obtained from the Assignee/Bank upon request.



Reserve Price: RM70,000.00

Note: Prior to the auction sale, all intending bidders are advised to:-
- **(i) inspect the property;**
- **(ii) conduct land searches (official as well as private);**
- **(iii) make relevant enquiries with the developer, landowner and/or appropriate authorities; and**
- **(iv) obtain from the Auctioneer a copy of the Conditions of Sale.**

For further particulars, please apply to Messrs Salina Taib & Co, Solicitors for the Assignee/Lender of No. 86, Jalan Melaka Raya 25, Taman Melaka Raya, 75000 Melaka. (Ref No: ST/LT/15790/18(CIMB), Tel No: 06-2820614, Fax No: 06-2820650) or CIMB Bank Berhad Hotline 1 300-88-0811 or Log on to apmart.cimbbank.com.my

ESZAM AUCTIONEER SDN. BHD.
(760902-H)
No. 14, Tingkat 1, Jalan Dato' Lee Fong Yee,
70000 Seremban, Negeri Sembilan.
Tel: 06-7629786 / 018-6639786 / 016-6639786
Fax: 06-7616986
Email: eszamauctioneer@yahoo.com
Website: www.eszamauctioneer.com
Our Ref: EZ/LACA/CIMB/156/2021/MNS/fatin

MOHD NIZAM BIN MOHD SHARIF (PJK)
Licensed Auctioneer

Reserved Price:
The property will be sold on an "**as is where is**" basis and subject to the terms contained in the Proclamation and Conditions of Sale

Deposit :
All intending bidders are required to deposit with the Auctioneer, prior to the auction sale, **five per cent (5%)** of the reserve price together with taxes (whenever applicable) by **bank draft or cashier's order** only in favour of **CIMB Bank Berhad. Online bidders are further subject to the Terms and Conditions on www.eszamauctioneer.com**

CONDITIONS OF SALE

1. This sale is made by **Southeast Asia Special Asset Management Berhad ("Assignee/Lender")** in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to a **Facility Agreement For Choice Home Loan (Fixed) (Without Title) And Deed Of Assignment Both Dated The 31st Day Of July, 2002** executed by **P Pathbanathan A/L S Palanyandi (Nric No. 580316-04-5349/5309570) (Deceased) ("Assignor/Borrower")** in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express and/or implied and/or imposed upon and/or relating to and/or affecting the Property.

2. The Property is sold **on an "as is where is" basis** without vacant possession subject to:
   (a) all express and/or implied conditions, restrictions-in-interest affecting the Master Land and that which may be imposed/ endorsed on the issue document of individual or strata title to the Property upon the issuance thereof;

   (b) all easements, covenants, charges, caveats, liabilities, (including but not limited to liabilities to the local authorities incurred but not ascertained and any rates made but not demanded) and any adverse claims in respect of the Property; and

   (c) all tenancies, leases, occupiers and rights (if any) of any tenant or occupier, subsisting thereon or therefore without any obligations arising to define the same respectively.

3. If the property offered for auction comprises more than one (1) property, the Auctioneer shall have the right to regulate the sale including but not limited to the following:
   (a) determine or vary the order of the sale;

   (b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or

   (c) withdraw any of the properties from the sale upon the Assignee/Bank's instructions.

4. The Auctioneer shall have the right upon the Assignee/Bank's instructions to withdraw the property for sale at any time before the sale has been knocked down and either after or without declaring the reserve price subject to the Assignee/Bank's instructions before such withdrawal.

5. Subject to the reserve price together with taxes [whenever applicable], the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser ("**Successful Purchaser**") but the Auctioneer and/or the Assignee/Bank shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Assignee/Bank's consent, at his own discretion determine the dispute or re-conduct the auction sale at the last undisputed bid or may withdraw the Property from the auction sale.

6. No bid shall be less than the previous bid and the reserve price for the Property and no bid shall be retracted. Should there be any retraction from a registered bidder(s) or the highest bidder after commencement of the auction (or after the fall of the hammer), the deposit of **5%** of the reserve price placed by the said registered bidder(s) or highest bidder shall be forfeited by the Assignee/Bank and the Property shall at the absolute discretion of the Assignee/Bank be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date.

7. The Assignee/Bank is at liberty to bid for the property (without having to pay any deposit whatsoever). If the Assignee/Bank is the Successful Purchaser, the Assignee/Bank is at liberty to set off the reserve price against the amount due and owing under the Loan agreement/Facility Agreement/Deed of Assignment/Property Sale Agreement on the date of sale, together with all costs and expenses of the sale and all other costs and expenses whatsoever in relation to this matter.

8. Any subsidiary, related or associated company of the Assignee/Bank ("**CIMB Related Company**") may bid at the auction sale and CIMB Related Company is exempted from complying with the provisions in clause 9, 10 and 14(a) of this Conditions of Sale. If CIMB Related Company is the Successful Purchaser:
   (a) a sum equivalent to **5%** of the reserve price together with taxes (whenever applicable), shall be paid by way of fund transfer; and

   (b) the Balance Purchase Price together with taxes (whenever applicable) shall be paid by way of CIMB Related Company's fund transfer within 90 days from the date of the sale or any such extended period as permitted by the Assignee/Bank (if any).

9. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer or the Assignee/Bank's Solicitors a sum equivalent to **5%** of the reserve price ("**Deposit**") for the Property together with taxes (whenever applicable) by bank draft or cashier's order only in favour of **CIMB BANK BERHAD** prior to the auction sale. **Online Bidders are subject to the provisions of Clause(s) 3.5, 3.6 and 3.7 of the Terms and Conditions on our website www.eszamauctioneer.com for the manner of payment of the deposit.** Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Assignee/Bank to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is not allowed to bid or to act as an agent. If the sale is restricted to bumiputra only, the intending bidders shall be bumiputra or bumiputra Company only.

10. Immediately after the fall of the hammer, the Successful Purchaser (other than the Assignee/Bank) shall sign the Memorandum of Contract and the Deposit shall be held by the Assignee/Bank subject to the provisions of Clause 12, 15 and 16. **Online Bidders are subject to the provisions of the Terms and Conditions on our website www.eszamauctioneer.com.**

11. The price after the close of bidding shall be known as "the Purchase Price".

12. If the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 9 shall be forfeited by the Assignee/Bank and the Property at the absolute discretion of the Assignee/Bank shall be put up for sale again at a time to be fixed by the Assignee/Bank.

13. If the Successful Purchaser intends to:
   (a) nominate a person or corporation to be the nominee or purchaser of the Property; or

   (b) add another person or corporation to be the co-purchaser of the Property,

the Successful Purchaser shall within 7 days from the date of the auction or any such time as the Assignee/Bank may allow, apply to the Assignee/Bank's Solicitors for such a nomination or addition with reasons acceptable to the Assignee/Bank. If the Assignee/Bank approves the said application, the Assignee/Bank shall reserve the rights to impose such other terms and conditions which the Assignee/Bank deems fit. All legal fees and other expenses including taxes (where applicable) incurred for the Deed of revocation and Nomination/Addition and/or any other relevant documents which may be required to effect such nomination/addition shall be fully borne by the Successful Purchaser or the nominee/additional co-purchaser.

14. The balance of the Purchase Price shall be paid in the following manner:

(a) The Successful Purchaser shall make payment to the Assignee/Bank via any mode of payment (except cash, cheque and credit card) for the sum equivalent to the balance of the Purchase Price ("**Balance Purchase Price**") (together with all late payment interest, if any) and taxes (where applicable) made payable to "**CIMB BANK BERHAD**" and shall be paid **ON OR BEFORE 05TH DAY OF AUGUST, 2021** ("**Completion Date**") or any such extended period as may be permitted by the Assignee/Bank in accordance with subclause (b) below;

(b) The Successful Purchaser may request for an extension of the Completion Date from the Assignee/Bank provided that such request is made in writing and received by the Assignee/Bank or its solicitors within 14 days before the expiry of the Completion Date. Upon receipt of the Successful Purchaser's written request for an extension of the Completion Date, the Assignee/ Bank shall have the absolute right and discretion to:-

(i) allow such extension of time subject to any such terms and conditions as the Assignee/Bank deems fit and may impose, including but not limited to the payment of interest on the unpaid balance purchase price at the rate and in the manner as determined by the Assignee/Bank in its absolute discretion; or

(ii) refuse such request for an extension of time without the necessity to render any reasons, whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited.

15. If the Successful Purchaser fails to pay the Balance Purchase Price (together with any late payment interest, if any) and taxes (where applicable) in accordance with Clause 14 above and/or breaches any provisions in accordance with the Conditions of Sale herein, the Assignee/ Bank shall be entitled to:-

(a) terminate the auction sale whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited by the Assignee/ Bank and the Assignee/Bank shall have the right and liberty to put the Property up for sale at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion; or

(b) alternatively, enforce specific performance against the Successful Purchaser to complete the sale whereupon the Successful Purchaser shall be liable to pay all cost and expenses incurred by the Assignee/Bank in commencing such action for specific performance.

16. If the Successful Purchaser becomes a bankrupt (or wound up if the Successful Purchaser is a Company) or dies on/before the Completion Date or any such extended period as may be permitted by the Assignee/Bank, the Assignee/Bank shall have the absolute right and discretion to do the following:

(a) forfeit the Deposit together with interest and this auction sale shall be deemed terminated and of no further effect; or

(b) after defraying the expenses in carrying out the auction sale, cancel the sale and refund the balance of the Deposit to the estate of the deceased Successful Purchaser (subject to the production of relevant documents evidencing the death and the right of representation of the estate of the deceased)) or the Official Assignee as the case may be if the Successful Purchaser is or becomes a bankrupt; and

(c) the Assignee/Bank may resolve the matter in any other manner that the Assignee/Bank deems fit and the Assignee/Bank's decision shall be conclusive.

17. If there is any material discrepancy and/or disparity as to description of the parties and/or the property in this proclamation of sale and the security documents in the Assignee/Bank's possession, the Assignee/Bank shall, except such material discrepancy and/or disparity is caused by the Assignee/Bank, subject to its ability, assist the Successful Purchaser to rectify the said discrepancy and/or disparity whereby all costs and/or expenses incurred shall be borne by the Successful Purchaser.

(a) In the event such material discrepancy cannot be rectified by the Assignee/Bank / Successful Purchaser, the Successful Purchaser may, before the completion of the sale, terminate this purchase in which event, the Deposit paid pursuant to Clause 9 above, shall be refunded to the Successful Purchaser without any interest or compensation being paid. The Memorandum of Contract signed pursuant to this auction shall be terminated and cease to be of any further effect and either party shall have no further claim against the other party in respect to the discrepancies.

18. All service and maintenance charges, quit rent and assessment payable in respect of the Property shall be apportioned as at the date of auction. Subject to the Successful Purchaser complying with the stipulations in sub clause (a) and (b) below, the portion attributable for the period up to the date of auction shall be paid out from the Purchase Price. The portion attributable from the date of auction shall be solely borne by the Successful Purchaser. The Successful Purchaser shall:

(a) pay all service and maintenance charges, quit rent and assessment in respect of the Property from the date of the auction; and

(b) submit evidence of the relevant payments in respect of service and maintenance charges, quit rent and assessment by way of the original receipt(s) and/or copy of the original receipt(s) duly certified by the issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Bank together with the payment of the Balance of Purchase Price. 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/Bank.

19. Unless otherwise agreed by the Assignee/Bank (subject to such terms and conditions as the Assignee/Bank may in its absolute discretion impose), all taxes, rates, levies, administrative charges, fees, sinking funds, fire insurance, utilities bills (including but not limited to water, electricity, gas or sewerage charges) and/or any other monies payable or owing to the Developer and/or Proprietor any other relevant authority in respect of the Property shall be borne solely by the Successful Purchaser. It shall be the responsibility of the Successful Purchaser to pay to the Developer any Balance of the Purchase Price which may still be due and owing to the Developer under the Original Sale and Purchase Agreement between the Developer and the First Purchaser in respect of the Property, if any.

20. The Successful Purchaser shall apply and obtain the consent of the relevant authority (if any) in respect of the purchase and assignment of the Property or any other consent from any body or authority as may be required by the law from time to time. Additionally, the Successful Purchaser shall request and obtain all relevant Developer's confirmation regarding the Property including but not limited to the status of the issuance of strata title, the master title particulars and the Property's postal address. All fees, charges and expenses and taxes (where applicable) in connection with or incidental to the application to the relevant authority or the request for the Developer's confirmation shall be borne by the Successful Purchaser.

21. The Successful Purchaser agrees and undertakes that:

(a) the Successful Purchaser shall be wholly responsible for the payment of all relevant costs and expenses including taxes (where applicable) pertaining to the assignment and/or transfer of the Property favouring the Successful Purchaser, including but not limited to the payment of ad valorem stamp duty, solicitors' fees;

(b) the Successful Purchaser and his/her financier shall not lodge any private caveat on the Master Land;

(c) the Successful Purchaser shall comply with all the conditions as may be imposed by the relevant authorities (if any).

If the sale is subject to consent of the relevant authority or such other requisite consent and such consent is not obtained for any reason attributable to the Successful Purchaser, the same shall not annul the sale nor discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Bank's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15.

22. The Successful Purchaser must comply with all the terms and conditions as imposed by the relevant authorities (if any) before the Completion Date or such period as may be extended by the Assignee/Bank.

23. The Successful Purchaser shall at his own costs and expense take possession of the Property after the payment of the Balance of Purchase Price. The Assignee/Bank or its agents have no obligation to deliver vacant possession of the Property and the Successful Purchaser is **PROHIBITED** from entering the Property before the payment of the Balance of Purchase Price and/or late payment interest (if any).

24. The Successful Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title (including but not limited to the payment of maintenance/service charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the proprietor (if applicable) and the original purchaser as though the Successful Purchaser were the original party thereto.

25. Upon the issuance of the individual/strata title to the Property, the Successful Purchaser agrees that if the transfer of the Property favouring the Successful Purchaser cannot be registered for any reason attributable to the Successful Purchaser, such non-registration shall not annul the sale or discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Bank's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15.

26. Upon receipt of the full payment of the Balance Purchase Price in accordance with Clause 14 above, the Assignee/Bank shall execute or cause to be executed as soon as possible, an assignment of the beneficial interest in the Property in favour of the Successful Purchaser. The assignment shall be prepared by the solicitors for the Successful Purchaser at the Successful Purchaser's cost and expense (including legal fees, stamp duty and registration fees) and upon receipt of the Balance Purchase Price the Assignee/Bank shall (subject to the same is in the Assignee/Bank's possession) deliver to the Successful Purchaser and/or his solicitors as soon as possible all relevant security documents in relation to the Property subject to the rights of the Assignee/Bank to retain the facility agreement (if any) for enforcement of the Assignee/ Bank's contractual rights.

27. The Property is believed to be and shall be taken to be correctly described and is sold subject to all express/implied conditions, restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained any rates made but not demanded), encumbrances, rights and/or occupiers, (if any), subsisting thereon or there over without any obligation arising to define the same respectively. The Successful Purchaser is deemed to have full knowledge of the state and condition of the Property and no error, misstatement or misdescription in the Proclamation of Sale shall annul the sale nor is the Successful Purchaser allowed to claim for any compensation in respect of this error, misstatement or misdescription. In the event there is any restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities on the Property, it shall be the duty of the Successful Purchaser to comply with the restrictions-in-interest and/or remove and/or deal with the caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities at its own costs and expenses without any claim or compensation from the Assignee/Bank and ensure that the sale is completed within the time as stipulated herein (or extended time, if any).

28. The Successful Purchaser shall admit and accept the identity of the Property, the position, measurement, boundaries, and the area of the Property as given herein and are believed and taken to be correct. Any discrepancy in the measurements, boundaries and/or area of the Property upon the issuance of the individual/strata title to the Property shall NOT annul this sale and the Successful Purchaser shall be responsible to pay to the Developer/or received any compensation and/or adjustment to the reserve price (if any) corresponding to the variance and/or adjustment to the measurement boundaries and area.

29. The Successful Purchaser acknowledges, agrees and confirms that:

(a) he has inspected the Property and tendered his bid with full knowledge/notice of the actual state and condition of the Property and takes the Property **on an "as is where is" basis**;

(b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Assignee/Bank, the Auctioneer and/or the Assignee/Bank's Solicitors;

(c) he has purchased and accepted the Property in the condition, state, nature and character in which the Property is in as at the date of the sale and shall not terminate his purchase or to make any claim for compensation or reduction of the purchase price or claim any damages in respect of any misdescription of the position, measurements, boundaries, area, condition, state, nature, character and other aspects of the property;

(d) from the time of the sale of the property to the Successful Purchaser, the property shall be at the sole risk of the Successful Purchaser with regard to any loss or damage of whatsoever nature or howsoever occurring;

(e) the Assignee/Bank does not undertake to deliver vacant possession of the Property to the Successful Purchaser. The Successful Purchaser after the payment of the balance purchase price in full together with taxes (whenever applicable) and/ or 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 or its Agent to give vacant possession;

(f) the Assignee/Bank makes no representation as to the ownership of furniture, fittings and fixtures situated at the Property where such items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Bank accepts no liability for any payment which may be outstanding in respect thereof and the Property is sold subject thereon.

30. The Assignee/Bank gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale or as to the state or condition of the Property other than that the Assignee/Bank is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Assignee/Bank in respect of the Property and all matters in relation hereto.

31. The Assignee/Bank is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Assignee/Bank to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.

32. The Assignee/Bank disclaims all liability in any informal communication between the Successful Purchaser and the Assignee/Bank before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the Property and the sale herein.

33. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.

34. The Assignee/Bank does not warrant, undertake or guarantee that the individual title/strata title to the Property will carry the same conditions, restrictions-in-interest, tenure and endorsements as those currently endorsed on the issue document of title to the Master Land.

35. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the Property shall pass to the Successful Purchaser on the date of auction sale.

36. In the event the sale is set aside or declared null and void at no fault of the Successful Purchaser, the Assignee/Bank shall, subject to the Successful Purchaser first:

(a) returning to the Assignee/Bank intact the documents evidencing title and other documents which have been delivered to the Successful Purchaser (if any); and

(b) executing whatever documents that may be required by the Assignee/Bank for the cancellation of the assignment of the Property in favour of the Successful Purchaser or the reassignment of the Property in favour of the Assignee/Bank, as the case may be,

refund (free of interest) to the Successful Purchaser, all moneys received towards payment of the purchase price and upon such refund, the Successful Purchaser shall have no claims whatsoever against the Assignee/Bank or any other person on any account thereof.

37. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any 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.

38. The Assignee/Bank reserves the right to impose such additional terms and conditions in respect of the sale of the Property as the Assignee/Bank deems fit by giving prior notice of 14 calendar days from time to time.

39. Time shall be of the essence of this contract of sale.

40. Any notice, request or demand required to be served on the Successful Purchaser shall be in writing and shall be deemed to be sufficiently served:

(a) if it is sent by prepaid registered post to:

(i) his address as furnished to the Auctioneer; or

(ii) his solicitors,

and such notice, request or demand shall be deemed to have been received at the time when it would in the ordinary course of post be delivered; or

(b) if it is given by hand to him or his solicitors.

All notices to the Assignee/Bank shall be in writing and shall be served on the Assignee/Bank's Solicitors by A.R. registered post or by hand.

41. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Assignee/Bank shall determine such ambiguity or inconsistency and the Assignee/Bank's decision shall be final and binding.

42. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.

43. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.

44. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.

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

PERISYTIHARAN JUALAN

Dalam Perkara Perjanjian Kemudahan Untuk Pinjaman Perumahan Pilihan (Tetap) (Tanpa Hakmilik) Dan Surat Ikatan Penyerahan Hak Kedua-duanya Bertarikh 31hb Julai, 2002

Antara

Southeast Asia Special Asset Management Berhad (65502-X) **Pihak Pemegang Serahanhak/Bank**
(menerima pindahmilik dan perletakhakan segala hak feadah dan kepentingan CIMB Bank Berhad (13491-P) di dalam Hartanah yang diserahhak)

Dan

P Pathbanathan A/L S Palanyandi (No. K/P: 580316-04-5349/5309570) (Si Mati) **Pihak Penyerahan Hak/Peminjam**

Menurut hak dan kuasa yang diberikan kepada Pihak Pemegang Serahhak/Bank di bawah **Perjanjian Kemudahan Untuk Pinjaman Perumahan Pilihan (Tetap) (Tanpa Hakmilik) dan Surat Ikatan Penyerahan Hak kedua-duanya bertarikh 31hb Julai, 2002** di antara Pihak Penyerahhak/Peminjam dan Pihak Pemegang Serahhak/Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah;

Akan Menjual Hartanah Yang Diterangkan Di Bawah Secara

Lelongan Awam

PADA HARI SABTU, 08 HARIBULAN MEI, 2021 PADA PUKUL 10.30 PAGI

MELALUI LAMAN WEB KAMI DI WWW.ESZAMAUCTIONEER.COM (BAGI BIDAAN SECARA TALIAN)

(Untuk bidaan atas talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelongan untuk tujuan pendaftaran & pengesahan)

PENAWAR ATAS TALIAN ADALAH SELANJUTNYA TERTAKLUK KEPADA TERMA-TERMA DAN SYARAT-SYARAT TERDAPAT DI LAMAN WEB www.eszamauctioneer.com

1. Hartanah:

Keterangan: (seperti di dalam Perjanjian Jual Beli yang asal)	**Sebuah Rumah Pangsa 3 Bilik Tidur dikenali sebagai No. Petak AG-4, Tingkat Bawah, Blok No. A, Taman Sutera Wangi Fasa 1A, Batu Berendam, Melaka.**
Alamat Pos:	**Unit No. A-4, Tingkat Bawah, Blok A, Rumah Pangsa Taman Sutera Wangi, 75350 Batu Berendam, Hang Tuah Jaya, Melaka.**
Keluasan Lantai:	Lebih kurang 60 meter persegi (646 kaki persegi)
Penjual/Pemilik Berdaftar:	**Wangi KMB Bhd (No. Syarikat: 387695-P)**
Tuanpunya:	**Kumpulan Melaka Berhad (No. Syarikat: 334871-H)**
Hakmilik Strata:	Hakmilik Strata bagi harta tersebut sudah dikeluarkan oleh pihak berkuasa berkenaan.

2. Hakmilik Strata:

Butir-butir Hakmilik:	PN 18423/M1/1/19, Lot 10265, Mukim Batu Berendam, Daerah Melaka Tengah, Negeri Melaka. (Petak No. 19, Tingkat No. 1, Bangunan No. M1)
Pegangan:	Pajakan 99 tahun akan tamat pada 30/12/2097
Syarat-syarat Nyata:	Untuk rumah kediaman sahaja.
Sekatan Kepentingan:	Tanah ini tidak dibenarkan di pindahmilik atau dipajak dengan apa cara sekalipun kecuali setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri. Sekatan kepentingan ini dikecualikan bagi pindahmilik atau pajakan pertama.

PENAWAR YANG BERMINAT DINASIHATKAN AGAR MEMERIKSA HARTANAH TERSEBUT DAN MEMBUAT CARIAN DAN BERGANTUNG KEPADA PENCARIAN, PERTANYAAN, PENYIASATAN DAN PENGESAHAN MASING-MASING BERKENAAN DENGAN KETEPATAN DAN KEBENARAN BUTIR-BUTIR DAN MAKLUMAT YANG DISEDIAKAN SERTA MENDAPATKAN NASIHAT PROFESIONAL BERKENAAN DENGAN SEGALA MAKLUMAT TERSEBUT SEBELUM JUALAN LELONG.

Hartanah tersebut akan dijual melalui lelongan melalui Pelelong. Hakmilik terhadap Hartanah akan diserah kepada Pembeli Berjaya melalui Penyerahhakkan selepas penyempurnaan Penyerahhakkan tersebut.

Pihak Bank tidak akan memberi jaminan terhadap ketepatan atau kebenaran maklumat dan kenyataan yang terkandung dalam Perisytiharan Jualan dan Syarat-syarat Jualan atau berkenaan dengan kedudukan atau keadaan Hartanah tersebut selain daripada Pihak Bank sebagai Pemegang Serah hak Benefisial yang sah ke atas Hartanah tersebut. Selain daripada yang dinyatakan sebelum ini, tiada perwakilan / pengesahan dibuat secara langsung atau tidak langsung oleh Pihak Bank.

Pemegang Serah hak/Bank dimana yang disebut di dalam Perisytiharan Jualan ini adalah bermaksud Pihak Pemegang Serah hak/Bank dan/atau segala perniagaan, aset dan liabiliti kepunyaan mana-mana institusi kewangan yang telah dipindahmilik kepada dan/atau diletakhak dan/atau dipegang oleh Pemegang Serah hak/Bank dan/atau mana-mana institusi kewangan yang telah menukar namanya kepada Pemegang Serah hak/Bank dan mana-mana perjanjian yang terwujud di mana institusi kewangan tersebut dahulunya adalah satu pihak dibawah perjanjian tersebut kini dianggap seolah-olah Pemegang Serah hak/Bank telah menjadi satu pihak dibawahnya. Butir-butir p bagi perkara diatas boleh diperolehi daripada Pemegang Serah hak/Bank atas permintaan.



Harga Rizab: RM70,000.00

Nota: Sebelum jualan lelong, kesemua penawar yang berminat dinasihatkan agar:-

(i) Memeriksa hartanah tersebut
(ii) Membuat carian hakmilik (secara rasmi dan tidak rasmi);
(iii) Membuat sebarang pertanyaan kepada Pemaju, Tuantanah dan / atau Pihak Berkuasa; dan
(iv) Mendapatkan sesalinan Syarat-syarat Jualan daripada Pelelong.

Untuk maklumat lanjut, sila hubungi Tetuan Salina Taib & Co, Peguamcara bagi Pihak Pemegang Serahhak/Bank yang beralamat di No. 86, Jalan Melaka Raya 25, Taman Melaka Raya, 75000 Melaka. (No. Ruj: ST/LT/15790/18(CIMB), No. Tel: 06-2820614, No Faks: 06-2820650) atau CIMB Bank Berhad
Hotline 1 300-88-0811 atau Laman Web : apmart.cimbbank.com.my

ESZAM AUCTIONEER SDN. BHD.
(760902-H)
No. 14, Tingkat 1,
Jalan Dato' Lee Fong Yee,
70000 Seremban, Negeri Sembilan.
Tel: 06-7629786 / 018-6639786 / 016-6639786
Fax: 06-7616986
E-Mel: eszamauctioneer@yahoo.com
Laman Web: www.eszamauctioneer.com
Ruj Kami: EZ/LACA/CIMB/156/2021/MNS/fatin

MOHD NIZAM BIN MOHD SHARIF (PJK)
Pelelong Berlesen

Harga Rizab:
Hartanah tersebut akan dijual dalam "keadaan seperti sediada" dan tertakluk kepada terma-terma yang terdapat di dalam Perisytiharan dan Syarat-syarat Jualan.

Deposit:
Kesemua penawar adalah dikehendaki mendeposit kepada Pelelong, sebelum jualan lelong, **lima peratus (5%)** daripada harga rizab bersama-sama dengan cukai (dimana berkenaan) melalui **deraf Pelanggan atau pesanan juruwang** sahaja di atas nama **CIMB Bank Berhad. Penawar atas talian adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di www.eszamauctioneer.com.**

SYARAT-SYARAT JUALAN

1. Jualan ini dibuat oleh **Southeast Asia Special Asset Management Berhad ("Pemegang Serahhak/Bank")** dalam melaksanakan hak-hak dan kuasa yang diberikan kepada Pihak Pemegang Serahhak/Bank menurut **Perjanjian Kemudahan Untuk Pinjaman Perumahan Pilihan (Tetap) (Tanpa Hakmilik) dan Surat Ikatan Penyerahan Hak kedua-duanya bertarikh 31hb Julai, 2002** yang dilaksanakan oleh **P Pathbanathan A/L S Palanyandi (No. K/P: 580316-04-5349/5309570) (Si Mati) ("Pihak Penyerahhak/Peminjam")** yang memihak kepada Pihak Pemegang Serahhak/Bank dan dibuat tertakluk kepada semua syarat-syarat dan kategori kegunaan tanah, nyata dan/atau tersirat dan/atau dikenakan ke atasnya dan/atau yang berkaitan dengan dan/atau melibatkan Hartanah tersebut.

2. Hartanah tersebut dijual dalam keadaan **"sepertimana sedia ada"** tanpa milikan kosong tertakluk kepada:

   (a) semua syarat-syarat nyata dan/atau tersirat, sekatan kepentingan yang melibatkan Tanah Induk dan yang mana boleh dikenakan/diendorskan ke atas pengeluaran dokumen hakmilik individu atau hakmilik strata kepada Hartanah tersebut terhadap pengeluaran tersebut;

   (b) semua ismen, waad, gadaian, kaveat, liabiliti, (termasuk tetapi tidak terhad kepada liabiliti kepada pihak berkuasa tempatan yang ditanggung tetapi tidak dipastikan dan apa-apa kadar yang dibuat tetapi tidak dituntut) dan apa-apa tuntutan yang bertentangan berkenaan dengan Hartanah tersebut; dan

   (c) semua tenansi, pajakan, penghuni dan hak (jika ada) daripada mana-mana penyewa atau penghuni, wujud atasnya atau oleh itu tanpa apa-apa obligasi yang timbul untuk mentakrifnya masing-masing.

2. Jika hartanah yang ditawarkan untuk lelongan terdiri daripada lebih daripada satu (1) Hartanah, Pelelong tersebut hendaklah mempunyai hak untuk mengawalselia jualan tersebut termasuk tetapi tidak terhad kepada yang berikut:

   (a) menentukan atau mengubah perintah penjualan tersebut;

   (c) menawarkan Hartanah-Hartanah tersebut untuk dijual sama ada secara individu atau beramai-ramai (*en bloc)* atau dalam mana-mana kombinasi/cara yang ditentukan oleh Pelelong tersebut; dan/atau

   (d) menarikbalik mana-mana Hartanah-Hartanah daripada jualan atas arahan Pemegang Serahhak/Bank.

4. Pelelong tersebut hendaklah mempunyai hak atas arahan Pemegang Serahhak/Bank untuk menarikbalik hartanah untuk dijual pada bila-bila masa sebelum jualan telah diketuk dan sama ada selepas atau tanpa mengisytiharkan harga rizab itu tertakluk kepada arahan Pemegang Serahhak/Bank sebelum penarikan balik itu.

5. Tertakluk kepada harga rizab berserta dengan Cukai [di mana berkenaan], Penawar tertinggi yang dibenarkan oleh Pelelong, akan menjadi pembeli yang berjaya **("Pembeli Berjaya")** walaubagaimanapun Pelelong dan/atau Pihak Pemegang Serahhak/Bank mempunyai hak untuk menolak sebarang bidaan tanpa perlu memberikan apa-apa sebab bagi penolakan itu. Jika apa-apa pertikaian yang timbul mengenai sebarang bidaan atau bidaan-bidaan dan/atau proses penawaran dan/atau bidaan tertinggi, Pelelong tersebut boleh, setelah terlebih dahulu mendapatkan persetujuan Pemegang Serahhak/Bank, mengikut budi bicaranya sendiri memutuskan pertikaian itu atau menjalankan semula jualan lelongan pada tawaran terakhir yang dipertikaikan atau boleh menarikbalik Hartanah tersebut dari jualan lelongan.

6. Tiada bidaan akan menjadi kurang daripada bidaan yang sebelumnya dan harga rizab untuk Hartanah tersebut dan tidak ada sebarang bidaan boleh ditarik balik. Sekiranya terdapat mana-mana penarikanbalik daripada penawar berdaftar atau penawar tertinggi selepas lelongan dijalankan (atau selepas ketukan tukul), deposit sebanyak **5%** daripada harga rizab yang diletakkan oleh penawar berdaftar atau penawar tertinggi akan dirampas oleh Pemegang Serahhak/Bank dan Hartanah tersebut akan dijual semula mengikut budi bicara mutlak Pemegang Serahhak/Bank atau Pihak Pemegang Serahhak/Bank boleh membuat keputusan untuk menangguhkan jualan lelong untuk tarikh yang lain.

7. Pemegang Serahhak/Bank adalah bebas untuk membuat bidaan bagi hartanah tersebut (tanpa perlu membayar apa-apa deposit sekalipun). Jika Pemegang Serahhak/Bank adalah Pembeli Berjaya, Pihak Pemegang Serahhak/Bank adalah bebas untuk menolak harga rizab terhadap amaun yang kena dibayar dan terhutang di bawah Perjanjian Pinjaman/Perjanjian Kemudahan/Surat Ikatan Penyerahhanhak/Perjanjian Jualan Hartanah pada tarikh jualan, berserta dengan semua kos dan perbelanjaan jualan itu dan semua kos dan perbelanjaan lain apa pun berhubung dengan perkara ini.

8. Mana-mana anak syarikat, syarikat berkaitan atau bersekutu bagi Pemegang Serahhak/Bank ("**Syarikat Berkaitan CIMB**") boleh membuat bidaan di lelongan awam dan Syarikat Berkaitan CIMB adalah dikecualikan daripada mematuhi peruntukan dalam Klausa 9, 10 dan 14 (a) bagi Syarat-syarat Jualan ini.

   Jika Syarikat Berkaitan CIMB adalah Pembeli Berjaya:

   (a) suatu jumlah yang bersamaan dengan **5%** daripada harga rizab berserta dengan Cukai (di mana berkenaan), hendaklah dibayar dengan cara pemindahan dana; dan

   (b) Baki Harga Belian berserta dengan Cukai (di mana berkenaan) hendaklah dibayar dengan cara pemindahan dana Syarikat Berkaitan CIMB dalam tempoh 90 hari dari tarikh jualan atau apa-apa tempoh lanjutan sebagaimana yang dibenarkan oleh Pemegang Serahhak/Bank (jika ada).

9. Semua penawar yang berminat (kecuali Pemegang Serahhak/Bank) dikehendaki mendepositkan dengan Pelelong atau Peguamcara Pihak Pemegang Serahhak/ Bank itu sejumlah wang yang bersamaan dengan **5%** daripada harga rizab **("Deposit")** untuk Hartanah tersebut berserta dengan Cukai (di mana berkenaan) melalui bank draf atau *cashier's order* dibayar kepada **CIMB BANK BERHAD** sahaja sebelum jualan lelongan. **Bagi Penawar atas talian adalah tertakluk kepada peruntukan Klausa 3.5, 3.6 dan 3.7 dan Terma-terma serta Syarat-syarat di laman web www.eszamauctioneer.com untuk cara pembayaran deposit.** Mana-mana orang yang berhasrat untuk membuat tawaran bagi pihak lain, perbadanan atau firma dikehendaki mendepositkan dengan Pelelong sebelum jualan lelongan suatu surat atau apa-apa dokumen lain yang berkaitan yang boleh diterima oleh Pemegang Serahhak/Bank untuk menyatakan bahawa beliau bertindak bagi pihak lain, perbadanan atau firma dan beliau diberi kuasa untuk menandatangani semua dokumen yang diperlukan. Semua penawar yang berminat adalah dikehendaki untuk mengesahkan identiti mereka dengan menunjukkan Pelelong kad pengenalan (atau lain-lain dokumen bagi pengenalan yang boleh diterima oleh Pelelong) sebelum bermulanya lelongan untuk tujuan pengesahan, sekiranya gagal berbuat demikian mereka tidak berhak untuk membuat tawaran. Seorang bankrap belum dilepaskan adalah tidak dibenarkan untuk membuat tawaran atau bertindak sebagai ejen. Jika jualan adalah terhad kepada bumiputera sahaja, Penawar yang berminat hendaklah terdiri daripada bumiputera atau Syarikat bumiputera sahaja.

10. Sejurus selepas ketukan tukul, Pembeli Berjaya (selain daripada Pemegang Serahhak/Bank) hendaklah menandatangani Memorandum Kontrak dan Deposit tersebut hendaklah dipegang oleh Pemegang Serahhak/Bank tertakluk kepada peruntukan bagi Klausa 12, 15 dan 16. **Bagi Penawar atas talian adalah tertakluk kepada peruntukan Terma-terma dan Syarat-syarat di laman web www.eszamauctioneer.com**

11. Harga selepas penutupan bidaan hendaklah dikenali sebagai Harga Belian.

12. Jika Pembeli Berjaya gagal untuk menandatangani Memorandum Kontrak, Deposit dibayar menurut Klausa 9 hendaklah dirampas oleh Pemegang Serahhak/Bank dan Hartanah itu hendaklah dijual semula pada masa yang akan ditetapkan oleh Pemegang Serahhak/Bank mengikut budi bicara mutlak Pemegang Serahhak/Bank.

13. Jika Pembeli Berjaya berniat untuk:

    (a) melantik seseorang atau syarikat untuk menjadi penama atau pembeli Hartanah tersebut; atau

    (b) menambah orang lain atau perbadanan untuk menjadi pembeli bersama Hartanah tersebut,

    Pembeli Berjaya hendaklah dalam masa 7 hari dari tarikh jualan atau apa-apa masa yang dibenarkan oleh Pemegang Serahhak/ Bank, memohon kepada Peguamcara Pihak Pemegang Serahhak/Bank untuk apa-apa perlantikkan atau tambahan dengan sebab-sebab yang boleh diterima oleh Pemegang Serahhak/Bank. Jika Pemegang Serahhak/Bank meluluskan permohonan tersebut, Pemegang Serahhak/Bank hendaklah mempunyai hak untuk mengenakan apa-apa terma dan syarat lain yang dianggap patut oleh Pihak Pemegang Serahhak/Bank. Semua yuran guaman dan perbelanjaan lain termasuk Cukai (di mana berkenaan) yang ditanggung untuk Surat Ikatan Pembatalan dan Perlantikkan/Penambahan dan/atau apa-apa dokumen lain yang berkaitan yang mana mungkin diperlukan untuk melaksanakan perlantikkan/penambahan itu hendaklah ditanggung sepenuhnya oleh Pembeli Berjaya atau penama/pembeli bersama tambahan.

14. Baki Harga Belian hendaklah dibayar seperti berikut:

    (a) Pembeli Berjaya hendaklah membuat bayaran kepada Pemegang Serahhak/Bank melalui mana- mana cara pembayaran (kecuali tunai, cek dan kad kredit) bagi jumlah wang yang bersamaan dengan baki harga belian **("Baki Harga Belian")**(berserta dengan semua faedah pembayaran lewat,jika ada) dan Cukai (di mana berkenaan) dibayar atas nama "**CIMB BANK BERHAD** "dan hendaklah dibayar **PADA ATAU SEBELUM 05 HARIBULAN OGOS, 2021 ("Tarikh Siap")** atau apa-apa tempoh lanjutan yang dibenarkan oleh Pemegang Serahhak/Bank menurut subfasal (b) di bawah;

    (b) Pembeli Berjaya boleh memohon untuk melanjutkan Tarikh Siap dari Pemegang Serahhak/Bank dengan syarat bahawa permohonan itu dibuat secara bertulis dan diterima oleh Pemegang Serahhak/Bank atau peguamcaranya dalam tempoh 14 hari sebelum tamat Tarikh Siap itu. Apabila menerima permintaan bertulis Pembeli Berjaya untuk melanjutkan Tarikh Siap, Pihak Pemegang Serahhak/Bank mempunyai hak dan budi bicara mutlak untuk:-

        (i) membenarkan lanjutan masa tertakluk kepada apa-apa terma dan syarat yang dianggap patut dan boleh dikenakan oleh Pemegang Serahhak/Bank, termasuk tetapi tidak terhad kepada pembayaran faedah ke atas baki harga belian yang belum dibayar pada kadar dan mengikut cara yang ditentukan oleh Pemegang Serahhak/Bank mengikut budi bicaramutlaknya; atau

        (ii) menolak permohonan untuk lanjutan masa tanpa perlu memberi sebarang alasan, di mana Deposit dibayar menurut Klausa 9 di atas akan dirampas.

15. Jika Pembeli Berjaya gagal membayar Baki Harga Belian (berserta dengan apa-apa faedah pembayaran lewat, jika ada) dan Cukai (di mana berkenaan) menurut Klausa 14 di atas dan/atau melanggar mana-mana peruntukan mengikut Syarat-Syarat Jualan ini, pihak Pemegang Serahhak/ Bank hendaklah berhak untuk:

    (a) membatalkan jualan lelong tersebut dimana Deposit yang dibayar menurut Klausa 9 di atas akan dirampas oleh Pemegang Serahhak/Bank dan Pemegang Serahhak/Bank mempunyai hak dan kebebasan untuk meletakkan Hartanah tersebut untuk dijual pada satu masa, tempat dan harga rizab akan ditetapkan oleh Pemegang Serahhak/Bank mengikut budi bicara mutlaknya ; atau

    (b) secara alternatif, menguatkuasakan pelaksanaan spesifik terhadap Pembeli Berjaya untuk menyempurnakan jualan tersebut dimana Pembeli Berjaya akan bertanggungjawab untuk membayar semua kos dan perbelanjaan yang ditanggung oleh Pemegang Serahhak / Bank dalam memulakan tindakan bagi pelaksanaan spesifik.

16. Jika Pembeli Berjaya menjadi bankrap (atau digulung sekiranya Pembeli Berjaya adalah sebuah syarikat) atau meninggal dunia pada/sebelum Tarikh Siap atau apa-apa tempoh lanjutan sebagaimana yang dibenarkan oleh Pemegang Serah hak/Bank, Pemegang Serah hak/Bank mempunyai hak dan budi bicara mutlak untuk melakukan perkara yang berikut:

    (a) merampas Deposit berserta dengan faedah dan jualan lelongan ini akan dianggap ditamatkan dan tidak berkuat kuasa lagi; atau

    (b) setelah menolak segala perbelanjaan dalam menjalankan jualan lelong, membatalkan jualan dan membayar balik baki Deposit kepada harta pusaka si mati Pembeli Berjaya (tertakluk kepada pengemukaan dokumen-dokumen berkaitan yang membuktikan kematian dan hak perwakilan harta pusaka si mati) atau Pegawai Pemegang Harta mengikut mana-mana yang berkenaan jika Pembeli yang berjaya ialah atau menjadi seorang bankrap; dan

    (c) Pemegang Serahhak/Bank boleh menyelesaikan perkara itu dalam apa-apa cara lain yang Pihak Pemegang Serahhak/Bank anggap patut dan keputusan Pihak Pemegang Serahhak/Bank adalah muktamad.

17. Jika terdapat sebarang percanggahan dan/atau perbezaan material bagi keterangan pihak-pihak dan/atau Hartanah dalam perisytiharan jualan ini dan dokumen sekuriti di dalam pegangan Pemegang Serahhak/Bank, Pihak Pemegang Serahhak/Bank hendaklah, kecuali percanggahan dan/atau perbezaan material tersebut disebabkan oleh Pemegang Serahhak/Bank, tertakluk kepada keupayaannya, membantu Pembeli Berjaya untuk membetulkan percanggahan dan/atau perbezaan tersebut di mana semua kos dan/atau perbelanjaan yang dilakukan hendaklah ditanggung oleh Pembeli Berjaya.

(a) Sekiranya percanggahan kejadian material itu tidak dapat dibetulkan oleh Pemegang Serahhak/Bank/Pembeli Berjaya, Pembeli Berjaya boleh, sebelum tamat jualan, menamatkan pembelian ini yang mana, Deposit dibayar menurut Klausa 9 di atas, hendaklah dibayar balik kepada Pembeli Berjaya tanpa apa-apa faedah atau pampasan yang dibayar. Memorandum Kontrak yang ditandatangani menurut lelongan ini akan ditamatkan dan tidak mempunyai apa-apa kesan lagi dan salah satu pihak tidak boleh membuat tuntutan lanjut terhadap pihak yang satu lagi berkenaan dengan percanggahan.

18. Semua bayaran perkhidmatan dan penyelenggaraan, cukai tanah dan taksiran yang kena dibayar berkenaan dengan Hartanah tersebut hendaklah diperuntukkan setakat tarikh jualan. Tertakluk kepada Pembeli Berjaya mematuhi ketentuan dalam sub Klausa (a) dan (b) di bawah, bahagian yang diperuntukkan untuk tempoh sehingga tarikh lelong hendaklah dibayar daripada Harga Belian. Bahagian yang berkaitan dari tarikh lelong hendaklah ditanggung oleh Pembeli Berjaya. Pembeli Berjaya hendaklah:

(a) membayar semua bayaran perkhidmatan dan penyelenggaraan, cukai tanah dan taksiran berkenaan dengan Hartanah tersebut bermula dari tarikh lelong; dan

(b) mengemukakan bukti bayaran yang berkaitan berkenaan dengan caj perkhidmatan dan penyelenggaraan, cukai tanah dan taksiran dengan cara resit asal dan/atau salinan resit asal tersebut diperakui dengan sewajarnya oleh pengeluar resit tersebut dan bil terperinci bagi caj tersebut kepada Pemegang Serahhak/Bank berserta dengan pembayaran Baki Harga Belian. Bagi mengelakkan keraguan, sekiranya resit dan bil terperinci tersebut tidak dikemukakan, apa-apa tuntutan berikut yang dibuat di bawahnya tidak akan dilayan oleh Pemegang Serahhak/ Pemberi Pinjam.

19. Melainkan jika dipersetujui oleh Pemegang Serahhak/Bank (tertakluk kepada apa-apa terma-terma dan syarat-syarat yang boleh dikenakan oleh Pemegang Serahhak/Bank mengikut budi bicara mutlaknya), semua cukai, kadar, levi, caj pentadbiran, yuran, kumpulan wang penjelas, insuran kebakaran, bil utiliti (termasuk tetapi tidak terhad kepada caj-caj air, elektrik, gas atau pembetungan) dan/atau mana-mana wang lain yang kena dibayar atau terhutang kepada Pemaju dan/atau Pemilik mana-mana pihak berkuasa lain yang berkaitan berkenaan dengan Hartanah tersebut hendaklah ditanggung oleh Pembeli Berjaya berkenaan. Adalah menjadi tanggungjawab Pembeli Berjaya untuk membayar kepada Pemaju sebarang Baki Harga Belian yang mungkin masih kena dibayar dan terhutang kepada Pemaju di bawah Perjanjian Jual Beli Asal di antara Pemaju dan Pembeli Pertama berkenaan dengan Hartanah tersebut, jika ada.

20. Pembeli Berjaya hendaklah memohon dan mendapatkan kebenaran daripada pihak berkuasa yang berkenaan (jika ada) berkenaan dengan pembelian dan penyerahanhak Hartanah tersebut atau apa-apa persetujuan lain dari mana-mana badan atau pihak berkuasa sebagaimana yang dikehendaki oleh undang-undang dari semasa ke semasa. Selain itu, Pembeli Berjaya hendaklah meminta dan mendapatkan semua pengesahan Pemaju berkaitan berhubung Hartanah tersebut termasuk tetapi tidak terhad kepada status pengeluaran hakmilik strata, butir-butir hakmilik induk dan alamat pos Hartanah tersebut. Semua yuran, caj dan perbelanjaan dan Cukai (di mana berkenaan) yang berkaitan dengan atau bersampingan dengan permohonan itu kepada pihak berkuasa yang berkaitan atau permintaan untuk pengesahan Pemaju hendaklah ditanggung oleh Pembeli Berjaya.

21. Pembeli Berjaya bersetuju dan berakujanji bahawa:

(a) Pembeli Berjaya hendaklah bertanggungjawab sepenuhnya bagi semua pembayaran kos dan perbelanjaan berkenaan termasuk Cukai (di mana berkenaan) yang berkaitan dengan serahhak dan/atau pemindahan Hartanah tersebut bagi pihak Pembeli Berjaya, termasuk tetapi tidak terhad kepada pembayaran duti setem ad valorem, yuran peguamcara;

(b) Pembeli Berjaya dan pembiaya beliau tidak boleh membuat apa-apa kaveat persendirian pada Tanah Induk;

(c) Pembeli Berjaya hendaklah mematuhi semua syarat-syarat yang dikenakan oleh pihak-pihak berkuasa yang berkaitan (sekiranya ada).

Jika jualan tertakluk kepada persetujuan pihak berkuasa yang berkenaan atau apa-apa kebenaran lain yang diperlukan dan kebenaran tersebut tidak diperolehi untuk apa-apa sebab yang boleh diagihkan kepada Pembeli Berjaya, ia tidak akan membatalkan jualan dan tidak melepaskan Pembeli Berjaya daripada kewajipan beliau di bawah jualan ini tanpa menjejaskan apa-apa hak dan remedi Pihak Pemegang Serahhak/Bank di bawah Perjanjian ini termasuk hak untuk menamatkan mengikut Klausa 15.

22. Pembeli Berjaya hendaklah mematuhi semua terma-terma dan syarat-syarat yang dikenakan oleh pihak berkuasa yang berkaitan (jika ada) sebelum tarikh siap atau apa-apa tempoh yang dilanjutkan oleh Pihak Pemegang Serahhak/Bank.

23. Pembeli Berjaya hendaklah pada kos sendiri dan perbelanjaan mengambil milik Hartanah selepas pembayaran Baki Harga Belian. Pihak Pemegang Serahhak/Bank atau ejennya tidak mempunyai kewajipan untuk menyerahkan milikan kosong Hartanah tersebut dan Pembeli yang berjaya adalah **DILARANG** daripada memasuki Hartanah tersebut sebelum pembayaran Baki Harga Belian dan/atau faedah pembayaran lewat (jika ada).

24. Pembeli Berjaya bersetuju dan beraku janji untuk terikat dengan terma-terma, syarat-syarat, perjanjian, waad dan kewajipan pembeli asal seperti yang terkandung dalam dokumen membuktikan hakmilik (termasuk tetapi tidak terhad kepada pembayaran caj-caj penyelenggaraan/perkhidmatan untuk penyelenggaraan dan pengurusan harta biasa bagi skim tersebut di mana harta itu adalah sebahagian daripadanya dan apa-apa caj-caj, fi, kos dan perbelanjaan lain yang lebih khusus yang dinyatakan dalam perjanjian jual beli asal dan perjanjian (jika ada) yang dibuat antara Pemaju, pemilik (jika berkenaan) dan pembeli asal seolah-olah Pembeli Berjaya adalah parti asal dengannya.

25. Setelah pengeluaran hakmilik individu/strata bagi Hartanah, Pembeli Berjaya bersetuju bahawa jika pindahmilik Hartanah ke atas Pembeli Berjaya tidak boleh didaftarkan untuk apa-apa sebab yang boleh diagihkan kepada Pembeli Berjaya, tiada pendaftaran tersebut tidak boleh membatalkan jualan atau melepaskan Pembeli Berjaya dari obligasinya di bawah jualan ini tanpa menjejaskan apa-apa hak dan remedi Pihak Pemegang Serahhak/Bank di bawah Perjanjian ini termasuk hak untuk menamatkan mengikut Klausa 15.

26. Setelah menerima bayaran penuh bagi Baki Harga Belian mengikut Klausa 14 di atas, Pemegang Serahhak/Bank hendaklah melaksanakan atau menyebabkan perlaksanaan secepat mungkin, suatu penyerahanhak kepentingan benefisial dalam Hartanah tersebut memihak kepada Pembeli Berjaya. Penyerahanhak tersebut hendaklah disediakan oleh peguam Pembeli Berjaya pada kos dan perbelanjaan Pembeli Berjaya (termasuk yuran guaman, duti setem dan yuran pendaftaran) dan setelah menerima Baki Harga Belian Pihak Pemegang Serahhak/Bank (tertakluk kepada yang berkaitan berada di dalam milikan Pemegang Serahhak/Bank) hendaklah menyerahkan kepada Pembeli Berjaya dan/atau peguamcaranya dengan secepat yang mungkin semua dokumen sekuriti yang relevan berhubung dengan Hartanah tertakluk kepada hak Pemegang Serahhak/Bank untuk mengekalkan perjanjian kemudahan (jika ada) bagi penguatkuasaan hak kontrak Pemegang Serahhak/Bank.

27. Hartanah dipercayai dan akan dianggap sebagai diperihalkan dengan betul dan dijual tertakluk kepada semua syarat-syarat nyata/ tersirat, sekatan kepentingan, kaveat, tenansi, isemen, pajakan, gadaian, jual beli sebelum ini, serahhanhak sebelum ini , perjanjian, liabiliti (termasuk tetapi tidak terhad kepada liabiliti kepada pihak berkuasa tempatan yang ditanggung tetapi belum ditentukan apa-apa kadar yang dibuat tetapi tidak dituntut), bebanan, hak-hak dan/atau penghuni, (jika ada), wujud di atas atau terdapat tanpa apa-apa obligasi yang timbul untuk mentakrifnya masing-masing. Pembeli Berjaya dianggap mempunyai pengetahuan penuh bagi keadaan Hartanah dan tiada kesilapan, salah nyata atau salah perihalan di Perisytiharan Jualan akan membatalkan penjualan dan Pembeli Berjaya tidak dibenarkan untuk menuntut apa-apa pampasan berkenaan dengan kesalahan, kenyataan yang salah atau salah perihalan tersebut. Sekiranya terdapat apa-apa sekatan kepentingan, kaveat, tenansi, isemen, pajakan, gadaian, jual beli sebelum ini, serah hak sebelumnya, perjanjian-perjanjian, liabiliti atas Hartanah, adalah menjadi tanggungjawab Pembeli Berjaya untuk mematuhi sekatan kepentingan dan/atau mengeluarkan dan/atau berurusan dengan kaveat, tenansi, isemen, pajakan, gadaian, jual beli sebelum ini, serah hak sebelumnya, perjanjian-perjanjian, liabiliti pada kos dan perbelanjaannya sendiri tanpa apa-apa tuntutan atau pampasan daripada Pemegang Serahhak/Bank dan memastikan bahawa jualan itu diselesaikan dalam masa yang dinyatakan di sini (atau lanjutan masa, jika ada).

28. Pembeli Berjaya hendaklah mengakui dan menerima identiti Hartanah tersebut, kedudukan, ukuran, sempadan, dan keluasan Hartanah seperti yang diberikan di dalam ini dan dipercayai dan dianggap sebagai betul. Sebarang percanggahan dari segi ukuran, sempadan dan/atau keluasan Hartanah selepas pengeluaran individu/hakmilik strata kepada Hartanah TIDAK akan membatalkan jualan ini dan Pembeli Berjaya hendaklah bertanggungjawab untuk membayar kepada Pemaju atau menerima apa-apa pampasan dan/atau pelarasan kepada harga rizab (jika ada) yang sepadan dengan varians dan/atau pelarasan kepada sempadan pengukuran dan kawasan.

29. Pembeli Berjaya mengakui, bersetuju dan mengesahkan bahawa:

    (a) beliau telah memeriksa Hartanah dan mengemukakan tawaran dengan pengetahuan penuh/notis bagi keadaan sebenar dan keadaan Hartanah tersebut dan mengambil Hartanah tersebut dalam keadaan "**sepertimana sedia ada**";

    (b) beliau telah membuat/mengemukakan bidaan itu semata-mata hasil daripada pemeriksaan/penilaian sendiri dan bergantung kepada kemahiran dan pertimbangan beliau sendiri dan tidak bergantung kepada sebarang perwakilan atau jaminan, sama ada secara bertulis, lisan atau tersirat, oleh atau dari Pemegang Serahhak / Bank, Pelelong dan/atau Peguamcara Pihak Pemegang Serahhak/Bank itu;

    (c) beliau telah membeli dan menerima Hartanah dalam kondisi, keadaan, sifat dan watak di mana Hartanah itu seperti pada tarikh jualan itu dan tidak boleh menamatkan pembelian atau membuat apa-apa tuntutan bagi pampasan atau pengurangan pembelian harga atau menuntut apa-apa ganti rugi berkenaan dengan sebarang salah keterangan mengenai kedudukan, ukuran, sempadan, kawasan, keadaan, keadaan, sifat, watak dan aspek-aspek lain hartanah tersebut;

    (d) bermula dari masa jualan hartanah kepada Pembeli Berjaya, hartanah itu hendaklah berada di bawah risiko tunggal Pembeli Berjaya yang berkaitan dengan apa-apa kerugian atau kerosakan dalam bentuk apajua sekalipun yang berlaku;

    (e) pihak Pemegang Serahhak/Bank tidak bertanggungjawab untuk menyerahkan milikan kosong Hartanah tersebut kepada Pembeli Berjaya. Pembeli Berjaya selepas pembayaran baki harga belian sepenuhnya berserta dengan Cukai (di mana berkenaan) dan/atau faedah terakru, jika ada hendaklah pada kos dan perbelanjaan beliau sendiri mengambil milikan Hartanah tersebut tanpa kewajipan di pihak Pemegang Serahhak atau Ejennya untuk memberikan milikan kosong;

    (f) pihak Pemegang Serahhak/Bank tidak membuat sebarang representasi berkenaan dengan pemilikan perabot, kelengkapan dan lekapan yang terletak pada Hartanah tersebut yang mana item tersebut mungkin berada di bawah sewa beli, pajakan atau jualan tertunda daripada pihak ketiga. Dalam kes sedemikian, Pemegang Serahhak/Bank tidak bertanggungjawab atas apa-apa bayaran yang mungkin tertunggak berkenaan dengannya dan Hartanah dijual tertakluk dengannya.

30. Pemegang Serahhak/Bank tidak memberi sebarang jaminan terhadap kejituan atau ketepatan maklumat dan kenyataan yang terkandung dalam Perisytiharan Jualan dan Syarat-Syarat Jualan ini atau tentang keadaan atau kondisi Hartanah selain daripada bahawa Pihak Pemegang Serahhak/Bank adalah pemegang serahhak yang sah dan pemengang serahhak benefisial Hartanah tersebut. Selain daripada itu, tiada sebarang representasi/jaminan dibuat oleh atau dikenakan terhadap Pemegang Serahhak/ Bank berkenaan dengan Hartanah dan semua perkara berhubung di sini.

31. Pemegang Serahhak/Bank tidak mempunyai obligasi untuk menjawab apa-apa pertanyaan atau permintaan oleh Pembeli Berjaya dan apa-apa keengganan atau kegagalan oleh Pemegang Serahhak/Bank untuk menjawab permintaan tersebut atas apa jua sebab sekalipun tidak boleh dijadikan alasan untuk tidak melengkapkan atau kelewatan dalam penyelesaian jualan ini.

32. Pemegang Serahhak/Bank menafikan semua liabiliti dalam sebarang komunikasi tidak rasmi antara Pembeli Berjaya dan Pemegang Serahhak/Bank sebelum atau selepas jualan dan Pembeli Berjaya hendaklah mempunyai kewajipan untuk mengesahkan semua komunikasi berhubung dengan Hartanah dan jualan di sini.

33. Semua siasatan yang diperlukan oleh penawar yang berminat untuk tujuan dan pertimbangan mereka hendaklah dibuat sendiri oleh penawar yang berminat pada kos dan perbelanjaan mereka sendiri.

34. Pemegang Serahhak/Bank tidak menjustifikasikan, beraku janji atau menjamin bahawa hakmilik individu/hakmilik strata untuk Hartanah tersebut akan membawa kondisi, sekatan kepentingan, tempoh dan endosan yang sama seperti yang kini diendorskan pada dokumen hakmilik keluaran ke Tanah Induk.

35. Semua risiko, kerugian atau kerosakan, termasuk tetapi tidak terhad kepada kerugian atau kerosakan akibat kebakaran, ribut, gempa bumi, kerosakan dengan niat jahat, apa-apa kerugian atau kerosakan dalam apajua bentuk sekalipun berlaku terhadap Hartanah tersebut adalah diajukan kepada Pembeli Berjaya pada tarikh jualan lelong.

36. Sekiranya penjualan itu diketepikan atau diisyitiharkan batal dan tidak sah tanpa sebarang kesalahan Pembeli Berjaya, Pemegang Serahhak/Bank hendaklah, tertakluk kepada Pembeli Berjaya pada permulaannya:

    (a) memulangkan kepada Pemegang Serahhak/Bank utuh dokumen yang membuktikan hakmilik dan lain-lain dokumen yang telah diserahkan kepada Pembeli Berjaya (jika ada); dan

    (b) melaksanakan apa-apa dokumen yang dikehendaki oleh Pihak Pemegang Serahhak/Bank bagi pembatalan serahhak Hartanah tersebut bagi pihak Pembeli Berjaya atau serahhak semula Hartanah bagi Pihak Pemegang Serahhak/ Bank, mengikut mana-mana yang berkenaan,

membayar balik (tanpa faedah) kepada Pembeli Berjaya, segala wang yang diterima ke atas pembayaran harga belian itu dan selepas pembayaran balik itu, Pembeli Berjaya tidak akan mempunyai tuntutan terhadap Pihak Pemegang Serahhak/Bank atau mana-mana orang lain bagi mana-mana akaun tersebut.

37. Pemegang Serahhak/Bank tidak mempunyai notis atau pengetahuan tentang apa-apa pencerobohan atau mengenai Kerajaan atau mana-mana pihak berkuasa lain yang mempunyai apa-apa niat segera untuk menakluki keseluruhan atau mana-mana bahagian Hartanah tersebut untuk jalan raya atau mana-mana skim peningkatan dan jika apa-apa pencerobohan adalah didapati wujud atau jika Kerajaan atau pihak berkuasa tempatan mempunyai hasrat tersebut, ianya tidak boleh membatalkan apa-apa jualan dan tiada apa-apa pengurangan atau pampasan akan dibenarkan berkenaan dengannya.

38. Pemegang Serahhak/Bank mempunyai hak untuk mengenakan apa-apa terma-terma dan syarat-syarat tambahan berkenaan dengan jualan Hartanah tersebut yang mana dianggap wajar oleh Pemegang Serahhak/Bank dengan memberi notis 14 hari kalendar terlebih dahulu yang mencukupi dari semasa ke semasa.

39. Masa hendaklah menjadi intipati kontrak jualan ini.

40. Apa-apa notis, permintaan atau tuntutan yang dikehendaki untuk disampaikan kepada Pembeli Berjaya hendaklah dibuat secara bertulis dan hendaklah disifatkan sebagai penyampaian yang sempurna:

(a) jika ia disampaikan melalui pos berdaftar berbayar kepada:

(i) alamat beliau yang diberikan kepada Pelelong tersebut;

(ii) Peguamcaranya;

dan apa-apa notis, permintaan atau tuntutan itu hendaklah disifatkan sebagai telah diterima pada masa ia disampaikan dalam perjalanan biasa pos atau

(b) jika ia diserahkan secara serahan tangan kepadanya atau peguamcaranya.

Semua notis kepada Pemegang Serahhak/Bank hendaklah dibuat secara bertulis dan hendaklah disampaikan kepada Peguamcara Pihak Pemegang Serahhak/Bank dengan AR pos berdaftar atau secara serahan tangan.

41. Jika terdapat apa-apa percanggahan atau ketidakselarasan antara versi Bahasa Inggeris dan teks dalam mana-mana bahasa lain Perisytiharan Jualan dan/atau Syarat-Syarat Jualan, versi Bahasa Inggeris akan diguna pakai. Sekiranya terdapat sebarang ketidakpastian atau percanggahan dalam tafsiran atau pembinaan Perjanjian ini, Pemegang Serahhak/Bank hendaklah menentukan ketidakpastian atau percanggahan dan keputusan Pihak Pemegang Serahhak/Pihak Peminjam adalah muktamad dan mengikat.

42. Syarat-Syarat yang digunakan dalam Syarat-Syarat Jualan ini dan tidak ditakrifkan selainnya hendaklah mempunyai erti yang diberikan kepada mereka di Perisytiharan Jualan.

43. Dalam klausa-klausa ini yang dinyatakan di atas, di mana konteks membenarkan, perkataan tunggal tersebut termasuk jamak dan sebaliknya dan maskulin termasuk feminin dan tanpa jantina.

44. Setiap satu daripada klausa-klausa Syarat-Syarat Jualan ini adalah diasingkan dan berbeza dari yang lain dan jika mana-mana satu atau lebih daripada satu klausa atau mana-mana bahagiannya adalah atau menjadi tidak sah, menyalahi undang-undang atau tidak boleh dikuatkuasakan, kesahan, kesahan dari sisi undang-undang atau penguatkuasaan klausa-klausa yang lain bagi Syarat-Syarat Jualan ini tidak boleh dengan itu dipengaruhi atau terjejas dalam apa jua cara.

45. Penawar atas talian juga adalah tertakluk kepada terma-terma dan syarat-syarat yang dinyatakan di laman web **www.eszamauctioneer.com** selain daripada syarat-syarat yang terkandung di dalam Syarat-Syarat Jualan ini. Sekiranya terdapat sebarang percanggahan atau ketidakselarasan di antara terma-terma dan syarat-syarat di atas talian dengan Syarat-Syarat Jualan ini, peruntukan di dalam Syarat - Syarat Jualan ini akan lebih terpakai.

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 **5%** 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 : CIMB BANK BERHAD
c) Bank's Account No : 860-425-6194

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 three (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 one 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 within three (3) working days.
6.2 The Auctioneer shall send the Contract of Sale for stamping and thereafter forward the same together with the deposit 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.