PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN PINJAMAN MERANGKAP PENYERAH HAK BERTARIKH 19HB SEPTEMBER, 2008

ANTARA

BANK SIMPANAN NASIONAL — PIHAK PEMEGANG SERAH HAK/BANK

DAN

KHAIRUL AKMALIZAM BIN IBRAHIM (NO. K/P: 740724-10-5363/A2832969)
ROSEMY BINTI HASBULLAH (NO. K/P: 790505-10-5692) — PIHAK PENYERAH HAK/PELANGGAN

Dalam menjalankan kuasa dan hak yang telah diberikan kepada Perjanjian Pinjaman Merangkap Penyerah Hak Bertarikh 19hb September, 2008 diantara Pihak Pemegang Serah Hak/Bank dan Pihak Penyerah Hak/Pelanggan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut dibawah ini akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA HARI JUMAAT, 26HB NOVEMBER, 2021 JAM : 3.00 PETANG
LELONGAN SECARA ATAS TALIAN DI LAMAN WEB ESZAM AUCTIONEER SDN BHD (eZ2Bid)
DI BILIK LELONGAN TETUAN ESZAM AUCTIONEER SDN BHD
SUITE B-15-03, LEVEL 15, BLOK B, MEGAN AVENUE 2, 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

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 hakmilik 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/ mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HARTANAH:-

Hakmilik Individu	:	Hakimilik individu telah dikeluarkan
No. Hakmilik Individu/No. Lot	:	Geran 324166, Lot 15802, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan.
No. Hakmilik Induk/No. Lot	:	Geran No. 35008, Lot No. 2674, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan.
No. Unit Pemaju	:	No. Lot D3-032, Rumah Berangkai Dua Tingkat, Jenis A1, Denai Alam, Fasa 1, Selangor Darul Ehsan (Hakmilik induk Geran No. 35008 Lot No. 2674, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor)
Pegangan	:	Selama-lamanya
Anggaran Keluasan Tanah	:	1,765 kaki persegi (164 meter persegi)
Penjual/Pemilik Berdaftar	:	Sime Darby Property Berhad (No. Syarikat : 15631-P) (dahulu dikenali sebagai Guthrie Property Development Holding Berhad)
Pemilik Benefisial	:	Khairul Akmalizam Bin Ibrahim (No. K/P: 740724-10-5363/A2832969) Rosemy Binti Hasbullah (No. K/P: 790505-10-5692)
Syarat-Syarat Nyata	:	Bangunan kediaman
Sekatan Kepentingan	:	Tiada
Bebanan	:	Hartanah tersebut telah diserahhak kepada BANK SIMPANAN NASIONAL

LOKASI DAN PERIHAL HARTANAH:-

Hartanah tersebut merupakan **sebuah rumah teres 2 tingkat unit tengah** beralamat pos di **No. 70, Jalan Elektron U16/87, Denai Alam, Seksyen U16, 40160 Shah Alam, Selangor Darul Ehsan. Akomodasi**:- Tingkat bawah : Anjung kereta, halaman, ruang tamu, ruang makan, ruang legar, dapur, 1 bilik tidur, 1 mandi/tandas, ruang pengeringan.
Tingkat atas: 1 bilik tidur utama beserta bilik mandi/tandas, ruang keluarga, 2 bilik tidur berserta bilik mandi/tandas.

HARGA RIZAB:-

Hartanah tersebut akan dijual **"Dalam Keadaan Sedia Ada"** dan tertakluk kepada satu harga rizab sebanyak **RM750,000.00 (RINGGIT MALAYSIA: TUJUH RATUS LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada Kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi Kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.

DEPOSIT:-

Penawar-penawar yang berminat hendaklah mendepositkan dengan Pelelong jumlah yang bersamaan dengan **10%** daripada harga rizab dalam bentuk **BANK DERAF** atas nama **BANK SIMPANAN NASIONAL** atau melalui **pemindahan perbankan atas talian sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan**. **Untuk penawar dalam talian sila rujuk Terma dan Syarat di www.eszamauctioneer.com berkenaan cara-cara pembayaran deposit.** Baki wang belian hendaklah dibayar oleh pembeli dalam tempoh **SATU RATUS DUA PULUH (120) hari** dari tarikh jualan kepada **BANK SIMPANAN NASIONAL.**

KEBENARAN PINDAHMILIK:-

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

Untuk butiran selanjutnya sila hubungi dengan Tetuan Nashili & Co, Peguamcara bagi pihak Pemegang Serah Hak/Bank yang beralamat No. 25C, Jalan Wawasan 2/10, Bandar Baru Ampang, 68000 Ampang, Selangor Darul Ehsan. No. Tel: 03-42937180, No. Faks: 03-42937391 (Ruj: G182181/BSN/MH) atau Pelelong tersebut dibawah ini.

TETUAN ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Blok B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel: 06-7629786, No. H/P: 016-6639786
No. Fax: 06-7616986
E-mail: eszamauctioneer@yahoo.com
Rujukan kami: EZ/LACA/BSN/296/2021/MNS/fatin-nfa

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

PROCLAMATION OF SALE

IN THE MATTER OF LOAN AGREEMENT CUM ASSIGNMENT ALL DATED 19TH SEPTEMBER, 2008

BETWEEN

BANK SIMPANAN NASIONAL — ASSIGNEE/BANK

AND

KHAIRUL AKMALIZAM BIN IBRAHIM (NRIC NO.: 740724-10-5363/A2832969)
ROSEMY BINTI HASBULLAH (NRIC NO.: 790505-10-5692) — ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Loan Agreement Cum Assignment All Dated 19th September, 2008 entered into between the Assignee/Bank and Assignors/Customers, it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

ON FRIDAY, THE 26TH DAY OF NOVEMBER, 2021 TIME: 3.00 P.M.
VIA ONLINE BIDDING AT WEBSITE ESZAM AUCTIONEER SDN BHD (eZ2Bid)
AT THE AUCTION ROOM OF MESSRS ESZAM AUCTIONEER SDN BHD
SUITE B-15-03, LEVEL 15, BLOCK B, MEGAN AVENUE 2, 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.
The prospective bidders may submit bids for the property online via www.eszamauctineer.com
(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 document.
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 enquires with the relevant authorities and the developer on the Restriction-In-Interest, Term 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.

PARTICULAR OF TITLE:-

Individual Title No./Lot No.	:	Individual Tittle has been issued
Individual Title No./Lot No.	:	Geran 324166, Lot No. 15802, Mukim of Bukit Raja, District of Petaling, State of Selangor Darul Ehsan.
Master Title No./Lot No.	:	Geran No. 35008, Lot No. 2674 Mukim of Bukit Raja, District of Petaling, State of Selangor Darul Ehsan.
Developer's Unit No	:	Lot No. D3-032, Double Storey Link House, Type of A1, Denai Alam, Phase 3, State of Selangor Darul Ehsan
Tenure	:	Freehold
Approximately Land Area	:	1,765 square feet (164 square meter)
Vendor/Developer	:	Sime Darby Property Berhad (No. Syarikat : 15631-P) (formerly known as Guthrie Property Development Holding Berhad)
Beneficial Owner	:	Khairul Akmalizam Bin Ibrahim (Nric No.: 740724-10-5363/A2832969) Rosemy Binti Hasbullah (Nric No.: 790505-10-5692)
Express Condition	:	"Bangunan kediaman."
Restriction In Interest	:	Not Stated
Encumbrances	:	The subject property presently is assigned to BANK SIMPANAN NASIONAL

LOCATION AND DESCRIPTION OF THE PROPERTY:-

The subject property **is an intermediate unit double storey terrace house** bearing postal address **Unit No. 70, Jalan Elektron U16/87, Denai Alam, Seksyen U16, 40160 Shah Alam, Selangor Darul Ehsan. Accommodation**:- Ground floor : Car porch, terrace, living, dining, wet kitchen, dry kitchen, 1 bedroom, 1bath/wc and yard.
First floor: 1 master bedroom with bath/wc, family area, 2 bedrooms attached with bath/wc.

RESERVE PRICE:-

The subject property will be sold on an **"As Is Where Is Basis"** and subject to a reserve price of **RM750,000.00 (RINGGIT MALAYSIA: SEVEN HUNDRED FIFTY THOUSAND ONLY)** and subject to all conditions appearing in the Conditions of Sale and subject to the Consent being obtained from the Developer/ Landowner and other relevant authorities, if any and all expenses incurred in obtaining the said Consent shall be borne by the Purchaser.

DEPOSIT:-

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **BANK DRAFT** in favour of **BANK SIMPANAN NASIONAL** or **remit the same through online banking transfer, one (1) working day before auction date. All online bidders please refer to the Terms & Conditions on www.eszamauctioneer.com on the manner of payment of the deposit.** The balance of the purchase price to be settled by the Purchaser within **ONE HUNDRED TWENTY (120)** days from the date of the sale to **BANK SIMPANAN NASIONAL**.

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.

For further particulars please apply to Messrs Nashili & Co, Solicitors for the Assignee/Bank herein whose address for service is No. 25C, Jalan Wawasan 2/10, Bandar Baru Ampang, 68000 Ampang, Selangor, Darul Ehsan. Tel No.: 03-42937180, Fax No.: 03-42937381 (Ref: G182181/BSN/MH) or the undermentioned Auctioneer.

MESSRS ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Block B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
Tel No.: 06-7629786, H/P No.: 016-6639786
Fax No.: 06-7616986
E-mail: eszamauctioneer@yahoo.com
Our Ref: EZ/LACA/BSN/296/2021/MNS/fatin-nfa

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

CONDITIONS OF SALE

1. This sale is made by **BANK SIMPANAN NASIONAL** ("the Assignor/Bank*) in the exercise of the rights and powers conferred upon the Assignee pursuant to a **Loan Agreement Cum Assignment All Dated 19th September, 2008** executed by **Khairul Akmalizam Bin Ibrahim (Nric No.: 740724-10-5363/A2832969) and Rosemy Binti Hasbullah (Nric No.: 790505-10-5692)** ("the Assignor(s)/Customer(s)") 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 so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have sole right to refuse and bid or bids without giving any reason for such refusal. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again or out the property at the last undisputed bid or withdraw the property.

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

4. No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time of the property is put up for sale and no bidding shall be retracted.

5. All intending bidders (with the exception of the Assignee) are required to deposit with the Auctioneer **ten percent (10%)** of the fixed reserved price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL or remit the same through online banking transfer, one (1) working day before auction date. All online bidders please refer to the Terms & Conditions on www.eszamauctioneer.com on the manner of payment of the deposit.**

6. Any intending bidder who intends to bid on behalf of another person, body corporate of firm is required to deposit with the Auctioneer prior to the commencement of the Auction Sale an Authority Letter to state he / she is acting on behalf of another person, body, corporate or firm and he / she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine the Authority Letter is acceptable to the Auctioneer to permit the Agent to bid the Auction Sale and the decision of the Auctioneer in this concern is final. All intending bidders shall be required to produce their Identity Card or verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is and undischarged bankrupt or is not legally competent to purchase the property or if the property imposed with Bumiputra restriction was sold to a non Bumiputra, than such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee shall be at liberty to put the property for sale.

7. Immediately after the fall hammer, the Purchaser other than the Assignee if he is the purchaser shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to clause 5 above and the sum equivalent to **ten percent (10%)** of the successful bid either in cash or by 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.

8. In default of such deposit or Purchaser fails to sign the Memorandum the property shall forthwith be again put up for sale and the deposit of **ten percent (10%)** of the reserve price shall be forfeited to the said Assignee.

9. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee with **ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL.** The Assignee may put shall be under to obligation to extend the period of **120 days**. However, the period of **One Hundred and Twenty (120) days** may be extended by the Assignee in its absolute discretion upon written request by the Purchaser or his Solicitor before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee an interest at a rate to be determined by the Assignee at its absolute discretion on the balance of the purchase price calculated on daily basis until full payment of such amount (on or before the extended expiry date.)

10. In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 & 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.

11. Upon full payment of the balance purchase price an accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Vendor and/or 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, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, time, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/Vendor and/or any relevant authorities the Assignee shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(s) of 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.

12. In the event of the individual title/strata title has been or is issued, Purchaser of the property bears the cost and expenses for the perfection of Assignment and the transfer of the title over the Property to the purchaser.

13. Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, **PROVIDED ALWAYS** the aforegoing shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd. and/or PUAS/SAINS for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the Conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.

14. The Purchaser shall admit the identity of the property purchase by the Purchaser with that comprised on the muniments offered by the Auctioneer as the title of the property upon the evidence allorded by the comparison of the description in the particulars and in the muniments respectively.

15. All necessary Investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.

16. The property is sold subject to all existing leased, assessments, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.

17. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale therein, it is hereby agreed that any arrears of quit rent, taxes, maintenance charges, assessment rate, insurance and sinking fund **(excluding any late payment charges and penalty)** which may be lawfully due to any relevant authorities or Developer up to the date of successful sale of auction of the property shall all be paid by the Assignee/Bank out of the balance of the purchase price. All outstanding charges incurred after the successful auction shall be borne by the Purchaser.

18. 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.

19. The property is believed and shall be taken to be correctly described and is sold subject to all easements, then-over without any obligation arising to define the same respectively and error, misstatements or mis-description shall annul the sale nor shall any compensation be allowed respect there-of.

20. All costs and charges or incidental of the title of the property shall be borne by the Purchaser.

21. The Purchaser shall within **one hundred and twenty (120) days** form the date of the auction sale apply to and obtain from the Developer and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority, whichever is the earlier and to keep the Assignee 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 Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full shall at their/his own expenses take possession of the property without obligation on the part of the Assignee or his Agent to give vacant possession.

23. 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 or any improvement schemes and in such encroachments shall be found to exist or if the Government or any cal authority has any such intention the same shall not annul any sale or shall any abatement or compensation be allowed in respect thereof.

24. All necessary investigation required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.

25. Loans will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee.

26. For the purpose of there conditions time shall be the essence of the contract.

27. In the event there is any balance of monies due to the Developer/Registered by the Assignor under their original Sale & Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.

28. In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer and/or any other relevant authorities, this sale shall be null and void and be of no further effect and the Assignee shall refund the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the Assignee or any other party in respect of this sale, and 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.

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

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

31. 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.

32. 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.

CONTRACT

MEMORANDUM: - At the sale by Public Auction held this day **26th November, 2021** of the property comprised in the foregoing particulars that is to say theright title interest and benefits to the said property pursuant to the **Sale and Purchase Agreement dated 27th June, 2008** and made between **Sime Darby Property Berhad (No. Syarikat : 15631-P) (formerly known as Guthrie Property Development Holding Berhad) (the Vendor)** and **Khairul Akmalizam Bin Ibrahim (Nric No.: 740724-10-5363/A2832969)** and **Rosemy Binti Hasbullah (Nric No.: 790505-10-5692) (the Purchaser)** and absolutely Assigned to the Assignee/Bank pursuant to and under the **Loan Agreement Cum Assignment All Dated 19th September, 2008** entered into between **Khairul Akmalizam Bin Ibrahim (Nric No.: 740724-10-5363/A2832969)** and **Rosemy Binti Hasbullah (Nric No.: 790505-10-5692)**of the one part and **BANK SIMPANAN NASIONAL** of the other part in relation to the subject property identified as **Developer's Lot No. D3-032, Double Storey Link House, Type of A1, Denai Alam, Phase 3, State of Selangor Darul Ehsan** and bearing postal address **Unit No. 70, Jalan Elektron U16/87, Denai Alam, Seksyen U16, 40160 Shah Alam, Selangor Darul Ehsan.**

The highest bidder stated below has been declared as the Purchaser of the said property for the sum **of RM**_____ and a sum of **RM**_____ has been paid to the Assignee/Bank by way of deposit and agrees to pay the balance of the purchase price and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

PURCHASE PRICE	**RM**_____
DEPOSIT PAID	**RM**_____
BALANCE DUE	**RM**_____

Purchaser Name :- _____

NRIC No :- _____

Address :- _____

_____

_____

Tel No :- _____

_____

Signature of Purchaser/s Authorized Agent
Name:
Nric No:

_____

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

_____

MESSRS NASHILI & CO
Advocates & Solicitors
Name:

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.