PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN JUALAN HARTANAH, PERJANJIAN BELIAN HARTANAH DAN SURATIKATAN PENYERAHANHAK (SECARA SEKURITI) KESEMUANYA BERTARIKH 13HB MEI 2002

ANTARA

BANK ISLAM MALAYSIA BERHAD (NO. SYARIKAT 98127-X) PIHAK PEMEGANG SERAH SERAH HAK/PEMBERI PEMBIAYAAN

DAN

KHAIRUL NIZAM BIN BERAHIM @ IBRAHIM (NO. K/P:750321-03-5259/A2992862) PIHAK PENYERAHHAK/PIHAK PELANGGAN

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Pemberi Pembiayaan dibawah **Perjanjian Jualan Hartanah, Perjanjian Belian Hartanah Dan Suratikatan Penyerahanhak (Secara Sekuriti) Kesemuanya Bertarikh 13hb Mei 2002** di antara Pihak Penyerahhak/Pihak Pelanggan dan Pihak Pemegang Serah Serah Hak/Pemberi Pembiayaan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Serah Hak/ Pemberi Pembiayaan dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA HARI RABU, 25HB JANUARI 2023, JAM: 10.30 PAGI

LELONGAN SECARA ATAS TALIAN DI LAMAN WEB ESZAM AUCTIONEER SDN BHD (eZ2Bid)

(Bakal pembida sila mengemukakan bidaan untuk hartanah dalam talian melalui laman web www.eszamauctioneer.com dan sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan. Bakal pembeli adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di www.eszamauctioneer.com)

NOTA:- Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

1) Memeriksa hartanah tersebut
2) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
3) Membuat pertanyaan dari Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang lain berkenaan dengan syarat-syarat pindahmilik.
4) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai syarat-syarat tersebut.
5) Penawar yang berjaya bertanggungjawab untuk mendapatkan kebenaran Pemaju untuk pindahmilik terus kepada namanya sekiranya hakmilik individu telah dikeluarkan.

BUTIR-BUTIR HARTANAH:-

No. Hakmilik Strata/No. Lot	:	Hakmilik strata belum dikeluarkan
No. Hakmilik Induk/No. Lot	:	HSM 594 PT 815, HSM 627 PT 810, HSM 601 PT 822 dan GM 2590 (dahulu dikenali MG 729) Lot 393, Mukim Kenali, Jajahan Kota Bharu,Negeri Kelantan
No. Parsel Pemaju	:	Unit 1-2, Tingkat 1, No. Blok 2, Pangsapuri Kenali, Kota Bharu, Kelantan
Pegangan	:	Selama-lamanya
Keluasan Lantai	:	Tidak dinyatakan
Penjual	:	Mohd Rudi Bin Hassan (No. K/P: T1014914)
Pemilik Benefisial	:	Khairul Nizam Bin Berahim @ Ibrahim (No. K/P:750321-03-5259/A2992862)
Kategori Kegunaan Tanah	:	Bangunan
Syarat-syarat Nyata	:	HSM 594 dan HSM 601– Rumah bertingkat (kondominium, rumah pangsa dan apartment). HSM 627 dan GM 2590 – Bangunan Kediaman sahaja mengikut pelan dan jenis yang diluluskan oleh Pihak Berkuasa Tempatan.
Sekatan Kepentingan	:	Tiada
Bebanan	:	Diserahhak kepada Bank Islam Malaysia Berhad (No. Syarikat 98127-X)
Nota	**:**	**Di Dalam Kawasan Rizab Melayu**

LOKASI DAN KETERANGAN HARTANAH:-

Hartanah tersebut merupakan **sebuah unit pangsapuri** yang beralamat pos di **No. Unit 1-2, Pangsapuri Kenali, Jln Raja Perempuan Zainab 2, Kubang Kerian, 16150 Kota Bharu, Kelantan.**

HARGA RIZAB:-

Hartanah tersebut akan dijual secara **"keadaan sedia ada"** tertakluk kepada satu harga rizab sebanyak **RM63,000.00 (RINGGIT MALAYSIA: ENAM PULUH TIGA RIBU SAHAJA)** dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada. **Pembeli melalui atas talian juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam www.eszamauctioneer.com.**

Semua penawar yang ingin membuat tawaran dikehendaki mendeposit kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **BANK DERAF atau PESANAN JURUWANG** sahaja atas nama **Bank Islam Malaysia Berhad atau melalui pemindahan perbankan atas talian kepada Pelelong, sekurang-kurangnya satu(1) hari bekerja sebelum tarikh lelongan awam dan baki wang belian hendaklah dijelaskan dalam tempoh sembilan puluh (90) hari. Untuk penawar dalam talian sila rujuk Terma & Syarat pada www.eszamauctioneer.com dengan cara pembayaran deposit.**

Untuk butir-butir lanjut, sila berhubung dengan Tetuan Alawi & Associates, Peguamcara bagi Pihak Pemegang Serah Serah Hak/ Pemberi Pembiayaan di No. 4413-D, Jalan Pengkalan Chepa, 15400 Kota Bharu, Kelantan (Ruj No.: ACO/CV/BI (HFA)/2759/2022 (B)) Tel No.: 09-7432401, No. Fax: 09-7438401 atau Pelelong yang tersebut di bawah ini:-

TETUAN ESZAM AUCTIONEER SDN. BHD (No. Syarikat: 760902-H)

ALAMAT : Suite B-15-03, Tingkat 15, Blok B, Megan Avenue 2, 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
NO TEL : 06-7629786, H/P No: 016-6639786/018-6639786,
NO FAX : 06-7616986
EMAIL : eszamauctioneer@yahoo.com
LAMAN WEB : www.eszamauctioneer.com
RUJUKAN KAMI : EZ/LACA/BIMB/006/2023/Nad

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

PROCLAMATION OF SALE

IN THE MATTER OF PROPERTY SALE AGREEMENT, PROPERTY PURCHASE AGREEMENT AND DEED OF ASSIGNMENT (BY WAY OF SECURITY) ALL DATED 13TH MAY 2002

BETWEEN

BANK ISLAM MALAYSIA BERHAD (CO. NO. 98127-X) — ASSIGNEE/FINANCIER

AND

KHAIRUL NIZAM BIN BERAHIM @ IBRAHIM (NRIC NO.:750321-03-5259/A2992862) — ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Financier under the **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13th May 2002** entered into between the Assignor/Customer and the said Assignee/Financier it is hereby proclaimed that the Assignee/Financier with the assistance of the undermentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

ON WEDNESDAY, 25TH DAY OF JANUARY 2023, TIME: 10.30 A.M.

VIA ONLINE BIDDING AT WEBSITE ESZAM AUCTIONEER SDN BHD (eZ2Bid)

(Prospective bidders may submit bids for the property online via website www.eszamauctineer.com and 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:- Prior to the auction sale, all intending bidders are advised to:-

1) Inspect the subject property.
2) Obtain a copy of Conditions of Sale and seek legal advise on the Conditions of Sale herein.
3) Conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities.
4) Make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale.
5) The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual title issued.

PARTICULARS OF PROPERTY:-

Strata Title No./Lot No.	:	Strata title has not been issued yet.
Master Title No/Lot No.	:	HSM 594 PT 815, HSM 627 PT 810, HSM 601 PT 822 and GM 2590 (formerly known MG 729) Lot 393, Mukim of Kenali, Jajahan Kota Bharu, State of Kelantan
Developer's Parcel No.	:	Unit 1-2, 1st Floor, Block No. 2, Pangsapuri Kenali, Kota Bharu, Kelantan
Tenure	:	Freehold
Floor Area	:	Not stated
Vendor	:	Mohd Rudi Bin Hassan (Nric No.: T1014914)
Beneficial Owner	:	Khairul Nizam Bin Berahim @ Ibrahim (Nric No.:750321-03-5259/A2992862)
Category of Land Use	:	"Bangunan"
Express Condition	:	HSM 594 and HSM 601– "Rumah bertingkat (kondominium, rumah pangsa dan apartment)." HSM 627 and GM 2590 – "Bangunan Kediaman sahaja mengikut pelan dan jenis yang diluluskan oleh Pihak Berkuasa Tempatan."
Restriction In Interest	:	Nil
Encumbrance	:	Assigned to Bank Islam Malaysia Berhad (Co. No. 98127-X)
Note	**:**	**"Di Dalam Kawasan Rizab Melayu"**

LOCATION AND DESCRIPTION:-

The subject property is an **apartment unit** bearing postal address **No. Unit 1-2, Pangsapuri Kenali, Jln Raja Perempuan Zainab 2, Kubang Kerian, 16150 Kota Bharu, Kelantan.**

RESERVE PRICE:-

The property will be sold on an **"as is where is"** basis subject to a reserve price of **RM63,000.00 (RINGGIT MALAYSIA : SIXTY THREE THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any. **Online bidders are further subject to the Terms & Conditions on www.eszamauctioneer.com.**

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **BANK DRAFT or CASHIER'S ORDER** only in favour of **Bank Islam Malaysia Berhad or remit the same through online banking transfer, one (1) working day before auction date and the balance of the purchase money to be settled within ninety (90) days. For online bidders please refer to the Terms & Conditions on www.eszamauctioneer.com on the manner of payment of the deposit.**

For further particulars, please apply to Messrs Alawi & Associates, Solicitors for the Assignee/Financier at No. 4413-D, Jalan Pengkalan Chepa, 15400 Kota Bharu, Kelantan (Ruj No.: ACO/CV/BI (HFA)/2759/2022 (B)) Tel No.: 09-7432401, No. Fax: 09-7438401 or the under mentioned Auctioneer:-

MESSRS ESZAM AUCTIONEER SDN BHD (Co. No. 760902-H)

ADDRESS : Suite B-15-03, 15th Floor, Block B, Megan Avenue 2, 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
TEL NO : 06-7629786, H/P NO: 018-6639786/016-6639786
FAX NO : 06-7616986
EMAIL : eszamauctioneer@yahoo.com
WEBSITE : www.eszamauctioneer.com
OUR REF : EZ/LACA/BIMB/006/2023/Nad

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

CONDITIONS OF SALE

1. **ASSIGNEE'S POWER OF SALE**

This sale is made by **BANK ISLAM MALAYSIA BERHAD (CO. NO. 98127-X)** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13th May 2002** executed by **Khairul Nizam Bin Berahim @ Ibrahim (Nric No. K/P:750321-03-5259/A2992862)** ("the Assignor(s)/Customer(s)") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, the property sale agreement, the property purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee notwithstanding (if such be the case) that separate document of title or strata title for the property may be issued by the relevant authorities.

2. **RESERVE PRICE AND BIDDING AT AUCTION**

2.1 The sale is subject to the reserve price ("Reserve Price") of **RM63,000.00 (Ringgit Malaysia : Sixty Three Thousand Only)**

2.2 No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.

2.3 Subject to the provision of paragraph 6 below the highest bidder for the property ("Property") described in the Proclamation of Sale shall be the purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to any bidding, the property shall at the option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or Auctioneer may decide on the dispute and such decision by the Assignee/Bank or Auctioneer shall be final.

3. **BIDDING DEPOSIT**

Subject To paragraph 6.1 below, all intending bidders (except the Assignee) shall deposit with the Auctioneer, prior to the auction sale, a bank **draft or cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD** for a sum ('Bidding Deposit") equivalent to ten per centum (**10%**) of the Reserved Price **or remit the same through online banking transfer, one (1) working day before auction date. For online bidders, please refer to the Terms and Conditions on www.eszamauctioneer.com for manner of payment of the deposit.**

4. **AUTHORITY TO ACT/BID**

4.1 Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.

4.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only.

4.3 **If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra**.

4.4 All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.

5. **PROHIBITED TO ACT/BID**

5.1 A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.

5.2 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.

5.3 The Auctioneer with the consent of the assignee/bank shall have the absolute discretion and right to reject any bid by any bidder.

6. **ASSIGNEE/BANK'S RIGHTS AT SALE**

The Assignee/Bank reserves the following rights:-

6.1 **Right to bid**
To bid without having to deposit with the Auctioneer the requisite ten per centum (10**%**) of the Reserved Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Customer under the said **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13th May 2002** and all cost and expenses of, in connection with and resulting from the sale;

6.2 **Right to withdraw sale**
To withdraw, postpone and call off the sale of the property at any time before the fall of the hammer, and

6.3 **Right to resell after withdrawal**
To sell the property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.

7. **WITHDRAWAL OF BID**

Any bidder, who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to **10%** of reserve price forfeited as agreed liquidated damages for payment to the Assignee. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date

8. **PAYMENT**

8.1 Immediately after the fall of the hammer, the successful bidder ("Purchaser") shall sign the Memorandum at the foot of these conditions. **For online bidders please refer to the Terms & Conditions on www.eszamauctioneer.com for the manner of payment of the same.**

8.2 In the event that the Total Purchase Price ("TPP") is higher than the Reserved Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (10**%**) of the PD ("Purchase Deposit") and the Bidding Deposit either in **cash or bank draft/cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD**, as payment of deposit and towards part payment of TPP.

8.3 In the event the purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

8.4 In the event the Purchaser stops payment or countermands on the bank draft of the Bidding Deposit and/or the Purchase Deposit the property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

8.5 The balance of the TPP ("Balance Purchase Price") shall be paid by the Purchaser within **NINETY (90) DAYS** without any extension from the date of the sale by bank draft only drawn in favour of **BANK ISLAM MALAYSIA BERHAD**. The Purchaser shall at his own costs and expenses apply to the relevant State Authority for the consent to transfer not later than 14 days from the date of sale and procure the consent to transfer from the State Authority not later than 3 months from the date of sale, or such other extended period as may be granted by the Assignee/Lender as its absolute discretion from time to time and the purchaser shall be liable to pay penalty cum administrative charges which will be determined by the bank accordingly.

8.6 In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Assignee may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the Bidding Deposit and the Purchase Deposit paid under clauses 3 and 8.2 above shall be forfeited by the Assignee/Bank and the property may again be put up on sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

9. **DEED OF ASSIGNMENT/TRANSFER**

Upon full payment of the TPP and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Lender and the Purchaser shall observe the following:-

9.1 As soon as practicable after receipt in full by the Assignee/Bank of the balance of the TPP, the Assignee/Bank shall execute or cause to be executed at the Purchaser's costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favor of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer/Landowner and the original purchaser upon terms and conditions stipulated by Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or Purchaser's financier as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in possession of the Assignee/Bank ("the Related Documents"). For this purpose the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. The Purchaser shall be liable to all costs and expenses including but not limited to all legal fees, stamp duties, and registration fees of and incidental to the transfer of the Property in the event of the individual title/strata title has been issued. The Assignee shall not be required to assign the property to any person other than the Purchaser.

9.2 If separate documents of title or strata title for the property has been issued whether before, on or after the date of the sale, the Assignee shall not be required to register the charge(s) nor to procure a transfer in Form 14A as prescribed by the National Land Code, 1965 but such transfer from the Developer or Proprietor (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the property.

10. **CONDITION OF THE PROPERTY**

All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the property in the state and condition in which the Property is at the date of the auction sale.

11. **TENANCIES AND RESTRICTIVE COVENANTS**

The Property is believed to be taken to be correctly described and is sold subject to all express and implied conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

12. **IDENTITY OF THE PROPERTY**

12.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid documents.

12.2 Any error, misstatement, omission or misdescription of the property in the Proclamation of Sale and the documents referred to in paragraph 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.

13. **RISK OF PROPERTY**

13.1 As from the time of the sale, the property shall be at the sole risk of the Purchaser as regards to loss or damaged of whatsoever nature or howsoever occurring including by fire or other accident, state of cultivation, non-occupation or otherwise.

13.2 The Purchaser shall be deemed to have inspected and investigated the condition of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto or the removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.

13.3 Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils

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

14. **QUIT RENTS ETC.**

Any arrears of quits rents, assessments and maintenance charges, due and payable in respect of the property to any relevant authority or the Developer or Proprietor or relevant third parties up to the date of sale shall be paid out of the purchase money and any such sums due and payable after the date of sale shall be borne by the Purchaser. The outstanding payable by bank is after receipt of balance of purchase price.

14.1. The Purchaser shall within three (3) months from the date of auction sale notify the Assignee of any arrears of quit rent, assessment and maintenance charges excluding utilities bills which is due to any relevant authority or the developer up to date of the auction sale falling which the Assignee shall not be held liable for any claim (s) thereof. The Assignee, upon receipt of the request for extension in writing from the purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.

14.2 The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for affecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

14.3 The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the property namely administrative fees, sinking fund, telephone, water, electricity, gas, sewerage charges or any other utilities.

15. **CONSENT**

It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or the transfer of the property by the Developer/Proprietor shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of progress of such applications.

16. **SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED**

16.1 In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of the time period prescribed for completion, then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

(a) if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within 7 days upon service of the notice terminating the sale; and

(b) the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the Deposit or TPP and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

16.2 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchaser Deposit paid pursuant to Clauses *3* and *8.2* above.

17. **VACANT POSSESSION**

The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part the Assignee/Bank to give vacant possession. In the event of circumstances existing, which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim reduction in the price or for damages.

18. **TIME OF THE ESSENCE**

Time wherever mentioned herein shall be the essence of these conditions.

19. **TRANSLATIONS**

In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and condition herein, the English version shall prevail.

20. **ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the **Principal Sale and Purchase Agreement** entered between the Developer/Landowner and the original Purchaser before the property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

21. **ENCROACHMENT/ACQUISITION**

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 the sale nor shall any abatement or compensation be allowed in respect thereof.

22. **AMBIGUITY / INCONSISTENCY**

In event of ambiguity or inconsistency in the interpretation of these conditions of sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee's and the Assignee's interpretation shall prevail and binding on the Purchaser.

23. **GENERAL**

The Purchaser is treated as buying with full knowledge of the related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised as to loss of the original(s), or the failure to stamp documents or insufficient duty paid thereon, or failure to register any instruments.

24. **GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC**

a. For the purpose of this Clause :

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.

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

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

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

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

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

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

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

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
b) Name of Bank : CIMB BANK BERHAD
c) Bank's Account No: 800-444-3684
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.