PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 07TH JANUARY, 2004

BETWEEN

HONG LEONG BANK BERHAD (97141-X) **ASSIGNEE**

AND

NORARZALINA BINTI MOHAMAD ALI (NRIC NO.: 750824-14-5222/A3060639) **ASSIGNOR/BORROWER**

In exercising the rights and powers conferred upon the Assignee under the **Facilities Agreement, Deed Of Assignment and Power Of Attorney all dated 07th January, 2004**, entered into between the Assignee, the Borrower and the Assignors, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

VIA ONLINE BIDDING

ON THURSDAY, THE 26TH DAY OF JANUARY, 2023 AT 2.30 P.M.

AT WWW.ESZAMAUCTIONEER.COM ("AUCTIONEER'S WEBSITE")

(Bidder registration must be made at least one (1) working day before the auction date and bidders are advised to log in to the Auctioneer's Website provided above and be on standby before the auction time. Bidders are further subject to the Auctioneer's Online Terms and Conditions)

NOTE: **Prospective bidders are advised, inter alia to : (i) seek independent legal advice on all matters in connection with the auction sale, including the Conditions of Sale herein (ii) inspect the subject property (iii) conduct an official Individual Title search at the relevant Land Office and/or other relevant authorities (iv) make the necessary enquiries with the Developer and/or Registered Proprietor and/or relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only and also on the other terms, including but not limited to consent or restrictions to the sale herein prior to the auction sale (v) conduct and rely on their own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided. Prospective bidders are also advised that no reliance may be placed on any statement(s) or representation(s) made in this Proclamation of Sale or by the Auctioneer at the auction concerning the subject property and that any prospective bidder(s) who choose(s) to rely on such statement(s) or representation(s) do(es) so at his/her/their own risk. The successful bidder(s) ("the Purchaser(s)") shall immediately upon the sale undertake to apply for and obtain the necessary confirmations / consent to transfer or assign (if any) from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies.**

PARTICULARS OF TITLE:-

TITLE	:	The Individual Strata Title in respect of the subject property has not been issued yet.
MASTER TITLE NO AND LOT NO	:	PN 50942, Lot 61532 (previously known as PN 6134, Lot 1872, Mukim of Ampangan), Pekan of Senawang, District of Seremban, State of Negeri Sembilan.
LAND AREA	:	Approximately 750 square feet (69.68 square metre)
TENURE	:	Leasehold 65 years expiring on 14/09/2080
VENDOR / REGISTERED OWNER	:	Mammoth Empire Holding Sdn Bhd (Company No. 433041-A)
CATEGORY OF LAND USE	:	"Bangunan"
EXPRESS CONDITION	:	"Tanah ini hendaklah digunakan untuk bangunan kediaman sahaja."
RESTRICTION-IN-INTEREST	:	"Tanah yang diberimilik ini tidak boleh dipindahmilik, dipajak, digadai melainkan dengan kebenaran bertulis daripada Pihak Berkuasa Negeri."
ENCUMBRANCE	:	Assigned to Hong Leong Bank Berhad subject to all existing easement, public and private right of way, support, drainage, light and all other rights or other incidents (if any), lease, tenancy, occupier, encroachment, trespass, nuisance, charge, lien, caveat, previous sale and purchase, previous assignment, covenant, common right and liability (including but not limited to liability to local authorities incurred but not ascertained and any rate made but not demanded), express and implied condition, restriction-in-interest and encumbrances subsisting thereon or thereover as stated in the individual title.

LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is **a first floor townhouse unit** identified as **Developer's Parcel No. B26-6-2, Storey No. First Floor, Building No. Block B26, Taman Jasmin Senawang, Negeri Sembilan** and bearing postal address at **No. 614, Jalan Jasmin 8, Taman Jasmin, Senawang, 70450 Seremban, Negeri Sembilan** ("Property").

RESERVE PRICE

The Property will be sold **on an "as is where is" basis**, subject to a reserve price of **RM115,000.00 (RINGGIT MALAYSIA ONE HUNDRED FIFTEEN THOUSAND ONLY)**, to the Conditions of Sale herein and by way of an Assignment from the Assignee subject to the necessary confirmations / consent being obtained by the Purchaser from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies (if any).

All intending bidders are required to deposit with **Eszam Auctioneer Sdn. Bhd.** ("the Auctioneer") a sum equivalent to **10%** of the fixed reserve price ("the initial deposit") by way of ***bank draft*** or ***cashier's order*** crossed "A/C PAYEE ONLY" made payable to **HONG LEONG BANK BERHAD/NORARZALINA BINTI MOHAMAD ALI or remit the same through online banking transfer to the bank account designated by the Auctioneer, ONE (1) WORKING DAY BEFORE THE AUCTION DATE** and pay the difference between the initial deposit and the sum equivalent to 10% of the successful bid price ("differential sum") either via ***bank draft*** or ***cashier's order*** crossed "A/C PAYEE ONLY" made payable to **HONG LEONG BANK BERHAD/NORARZALINA BINTI MOHAMAD ALI or remit the same through online banking transfer** within THREE (3) WORKING DAYS after the fall of the hammer. The initial deposit and the differential sum shall be collectively known as "the deposit" and Working Day means a day (excluding Saturdays, Sundays and Public Holidays) on which the Assignee is open for business in Kuala Lumpur. The balance of the purchase price is to be settled within **ninety (90) days** from the date of auction sale to **HONG LEONG BANK BERHAD. Please refer to the Auctioneer's Online Terms and Conditions on the** Auctioneer's Website **on the manner of payment of the deposit.**

For further particulars, please contact **Messrs YH Teh & Quek**, Solicitor for the Assignee herein whose address is at 15-02, Menara Centara, No. 360, Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur. (Reference: A/HL/NM/300/20/P, Telephone No: 03-26988181, Fax No: 03-26944357). Intending bidders may also visit the Auctioneer's Website at ww.eszamauctioneer.com, for more information.

MESSRS ESZAM AUCTIONEER SDN BHD (Co. No. 760902-H)
No. 14, 1st Floor, Jalan Dato' Lee Fong Yee,
70000 Seremban, Negeri Sembilan Darul Khusus.
TELEPHONE NO : 06-7629786 / FAX NO : 06-7616986
HANDPHONE NO : 018-6639786/016-6639786 (WhatsApp)
E-MAIL : eszamauctioneer@yahoo.com
WEBSITE : www.eszamauctioneer.com
OUR REFERENCE : EZ/LACA/HLBB/280/2017/MNS/fatin

MOHD NIZAM BIN MOHD SHARIF (PJK)
Licensed Auctioneer

CONDITIONS OF SALE

1. Assignee's Power of Sale

This sale is made by **HONG LEONG BANK BERHAD** (referred to as **"the Assignee"**) in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the **Facilities Agreement, Deed Of Assignment and Power Of Attorney all dated 07th January, 2004** (collectively referred to as **"the Security Documents"**) executed by **Norarzalina Binti Mohamad Ali (Nric No.: 750824-14-5222/A3060639)** (referred to as **"the Assignor/Borrower"**) in favour of the Assignee and is made subject to all liabilities, obligations, conditions and category of land use, express or implied or imposed upon or relating to or affecting or pertaining to the Property.

2. Bidding

a. The Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal.

b. In the event that the auction comprises of more than one (1) property, the Auctioneer shall have the right to :-
   (i) Determine the order of sale;
   (ii) Offer the properties for sale either individually or collectively or in any combination or manner as determined by the Auctioneer; and/or
   (iii) Withdraw any of the properties from sale.

c. The Auctioneer reserves the right to fix the amount of bid at the time the Property is put up for sale. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.

d. The bidder shall follow the bidding procedure as provided in the Auctioneer's Online Terms and Conditions.

e. Each bid will be called for 3 times, "First Calling, "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings. When system displays "No More Bids", no further bids will be accepted by the Auctioneer.

f. No bid shall be less than the last previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale.

g. The Auctioneer shall have the absolute right to withdraw the Property for sale at any time before the fall of the hammer and either after or without declaring the reserve price.

h. In case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the Property up for sale again at the reserve price or at the last undisputed bid or withdraw the Property from the auction sale. The Auctioneer's decision therein shall be final and conclusive.

i. Subject to these Conditions of Sale and particularly to the reserve price, the highest bidder being so allowed or determined by the Auctioneer shall be the Purchaser upon the fall of hammer.

3. Withdrawal Of Bid

a. No bid shall be retracted or withdrawn.

b. In the event any bidder makes a bid but withdraws the same before the fall of the hammer:-
   (i) The said bidder shall have his/her/its deposit equal to *10%* of the reserve price forfeited forthwith to the Assignee;
   (ii) The said bidder shall not be entitled to nor have any or further reimbursements, claims and demands whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof;
   (iii) The Property shall at the option of the Assignee be put up for sale again at a time, place and reserve price to be fixed by the Assignee at its sole discretion or the Assignee may decide to adjourn the auction sale to another date.

4. Authority To Bid

a. If the sale is restricted to an individual and not to be sold to a company, society, firm or body corporate as specified by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies, the Property shall be sold to the individual person only.

b. For Bumiputra lot or if the sale is restricted to Bumiputra only, only Bumiputra is allowed to purchase or to bid or to act for and on behalf of the bidder. For Malay Reserve Land or Native Land, only Malay or Native is allowed to purchase or to bid or to act for and on behalf of the bidder. For all other special quota lot, only the race identified in the special quota lot therein is allowed to purchase or to bid or to act for and on behalf of the bidder. The onus is on all intending bidders to seek the necessary confirmation from the Developer and/or relevant authorities regarding the said restrictions prior to the bidding.

c. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) or is below 18 years old or is an undischarged bankrupt or is of unsound mind or is not legally competent to purchase the Property as at the date of auction sale shall not be permitted to purchase or to bid in his/her personal capacity or to act as an agent of the principal at the auction sale.

d. A foreign citizen or foreign company is only allowed to bid for the Property subject to the prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Economic Planning Unit (if any) and/or relevant State Authorities to the said sale in accordance with the terms stated below.

5. Assignee's Rights

- **As Purchaser**

a. Notwithstanding any provisions to the contrary in these Conditions of Sale, the Assignee shall be entitled to bid for the Property whether by itself or its agent and without having to pay any deposit whatsoever.

b. In the event the Assignee is declared the Purchaser:-
   (i) The Assignee is at liberty to set off the purchase price or so much as is applicable against the indebtedness owing to the Assignee under the loan/financing and the Security Documents on the date of successful sale plus costs and expenses for the sale and all other costs and expenses whatsoever incidental thereto;
   (ii) If approvals from any relevant authorities are required in respect of the purchase, then the Assignee shall apply for the approvals after the successful bid and shall only be required to set off the purchase price or so much as is applicable against the indebtedness owing to the Assignee under the loan/financing and the Security Documents on the date of successful sale plus costs and expenses for the sale and all other costs and expenses whatsoever incidental thereto within ninety (90) days from the date of receipt by the Assignee of all the approvals;
   (iii) However for avoidance of doubt, nothing in the foregoing shall restrict the Assignee's right or discretion to pay the full purchase price by way of set off before the approvals have been obtained;
   (iv) If any of the approvals are not obtained or are obtained but subject to conditions which are not acceptable to the Assignee, the Assignee shall be entitled to terminate the purchase of the Property and the purchase price or part thereof paid including the deposit which has been paid by way of a reduction of the indebtedness owing to the Assignee or by way of set off shall be reversed and parties shall be placed back in position as if this sale has not taken place;
   (v) The Assignee shall be entitled at its absolute discretion to assign, novate or transfer all or any of its rights, obligations and interests hereunder to a third party in the event that the Assignee exercises its rights to bid for and/or purchase the Property.

- **Vis-à-vis The Auction**

c. The Assignee shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever.

d. Thereafter, the Assignee is entitled to resell the Property at any time 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 may think fit.

6. Prior To The Auction Sale

a. The Assignee reserves the absolute right at any time to vary, alter, amend or add to the particulars and/or these Conditions of Sale.

b. The bidders shall register as E-Bidders (as defined in the Auctioneer's Online Terms and Conditions) and comply with all the requirements as provided in the Auctioneer's Online Terms and Conditions.

c. All intending bidders shall be required to scan and upload the following document(s) to the Auctioneer's Website in order to verify their identities during the registration stage as the "E-Bidders",:
   (i) For individual bidders, a color copy of their identity cards (front and back); or
   (ii) For non-individual bidders, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the bidders in compliance with Companies Act 2016 and a duly signed Board of Directors' Resolution) failing which they shall not be entitled to bid.

d. Any person intending to bid on behalf of another individual, company, society, firm or body corporate shall upload / fax / e-mail the following documents to the Auctioneer's Website / Auctioneer prior to the auction, the following documents:
   (i) an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address and stating that he/she is acting on behalf of the said individual, company, society, firm or body corporate and is authorised to sign all the necessary documents ("Letter of Authority"); and
   (ii) for individual, a colour copy of the principal's NRIC (front and back); or

(iii) for non-individual, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Directors' Resolution) of the principal failing which the bidder shall be deemed to contract in his own name and not as an agent for another.

e. All intending bidders (with the exception of the Assignee) shall deposit with the Auctioneer a sum equivalent to ***10%*** of the fixed reserve price for the Property by way of *bank draft* or *cashier's order* crossed "A/C PAYEE ONLY" made payable to **HONG LEONG BANK BERHAD/NORARZALINA BINTI MOHAMAD ALI or remit the same through online banking transfer <u>to the bank account designated by the Auctioneer</u>, ONE (1) WORKING DAY BEFORE AUCTION DATE.**

7. Sale : 10% Of Successful Bid Price

a. The Purchaser (except where the Assignee is bidding) shall as soon as practicable and within THREE (3) Working Days after the fall of the hammer and sign a form of contract (referred to as "the Memorandum") at the foot of these Conditions of Sale and on the same day deposit with the Auctioneer the difference between the amount paid pursuant to *<u>Clause 6.e</u>* above and the sum equivalent to *10%* of the successful bid price either via a *bank draft* or *cashier's order* crossed "A/C PAYEE ONLY" made payable to **HONG LEONG BANK BERHAD/NORARZALINA BINTI MOHAMAD ALI or remit the same through online banking transfer <u>to the bank account designated by the Auctioneer</u>,** as payment of deposit and towards part payment of the purchase price. For the avoidance of doubt, the Purchaser is required to attend to the Auctioneer's office at to sign the Memorandum within 3 Working Days after the fall of the hammer. The amount of the bank draft or cashier's order shall include any commission/charge levied by the issuing bank and outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser. The sums paid by the Purchaser under *<u>Clause 6.e</u>* and *<u>this Clause herein</u>* (collectively referred to as "the Deposit") shall be held by the Assignee subject to the provisions of these Conditions of Sale.

b. The Auctioneer reserves the right to hold the Memorandum and not deliver the same to the Purchaser until all payments for the actual deposit are received.

c. In default of:

(i) execution of the Memorandum by the Purchaser; and

(ii) payment of the difference between the initial deposit and the sum equivalent to 10% of the successful bid price

no later than 3 working days from the date of the auction sale by the Purchaser; the Assignee is at liberty to forfeit all such sums paid by the Purchaser and put the Property up for auction again and clause 11 below shall be applicable.

8. Sale : Completion

- **On Or Before The Completion Date**

a. Within ninety (90) days from the date of successful sale (the expiry date of which period referred to as "the Completion Date"), the Purchaser shall deposit with the Assignee's Solicitors simultaneously:-

(i) The balance of the purchase price i.e a sum equivalent to 90% of the successful bid price (referred to as "the Balance Sum") either by way of *IBG* or *RENTAS* or *bank draft* or *cashier's order* crossed "A/C PAYEE ONLY" made payable to HONG LEONG BANK BERHAD. The amount of the bank draft or cashier's order shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser; and

(ii) A copy of the requisite consents or confirmations (as the case may be) of the Developer and/or Proprietor and/or State Authorities and/or relevant bodies approving the sale (including transfer or assignment) in favour of the Purchaser, if necessary and/or required, subject firstly to the Assignee being satisfied with the conditions if imposed, otherwise the Assignee may elect to terminate the sale under *<u>Clause 11</u>*.

- **Extension**

b. The Completion Date will not be extended unless the Purchaser shall have at least fourteen (14) days before the Completion Date applied in writing for an extension of time to the Assignee and the Assignee may at its absolute discretion without assigning any reason whatsoever either:-

(i) Reject such request in which event all monies paid by the Purchaser hitherto including the Deposit shall be forfeited absolutely and immediately for which the Purchaser shall not be entitled to nor have any or further reimbursements, claims and demands whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents and any other party on account thereof; or

(ii) Agree to grant an extension of time subject to conditions imposed by the Assignee including but not limited to the imposition of non-refundable late payment charges / compensation charges on the balance unpaid or outstanding purchase price at such rate as the Assignee shall determine and to be calculated on a daily basis for the whole duration of the extended period granted and also to pay such sum within the time and in the manner as stipulated by the Assignee.

Such decision by the Assignee shall be binding on the Purchaser.

- **Charges**

c. Notwithstanding any contrary terms and conditions which may be imposed by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto on the Assignee in granting the consent or confirmation (as the case may be) to the sale herein, it is hereby agreed that only arrears of quit rent, assessment rate and service charges (collectively referred to as "the Outstanding Charges") <u>within a period of six (6) years prior to the date of successful sale of the Property</u> which are lawfully and rightfully due and payable to the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto up to the date of successful sale of the Property shall be deducted from the purchase price upon receipt of the Balance Sum PROVIDED THAT the Assignee reserves the right to refuse to pay nor shall the Assignee be obliged to pay:-

(i) Any Outstanding Charges that are time-barred i.e. charges which have remained unpaid for <u>more than six (6) years prior to the date of successful sale of the Property</u> irrespective of any payment or acknowledgement or judgment made or obtained on the said charges;

(ii) Any Outstanding Charges that are excessively charged resulted from eg duplicate or double counting, wrong calculation or any other similar circumstances;

(iii) Any Outstanding Charges wrongfully imposed including but not limited to being charged without any basis whatsoever; and/or

(iv) Any bills issued by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto for the Outstanding Charges but only received by the Assignee or the Assignee's Solicitors more than seventy-five (75) days from the date of the successful sale.

Such decision by Assignee on what is due and payable shall be binding on the Purchaser of which the Purchaser hereby expressly agrees.

d. The Outstanding Charges due and payable immediately after the date of successful sale of the Property shall be solely borne and paid by the Purchaser.

e. Where applicable, it shall be the duty of the Purchaser to obtain at the Purchaser's own costs the particulars as stated in *Section 22D(4) of the Housing Development (Control and Licensing) Act 1966* and to obtain copies of the charges payable from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof to the Assignee's Solicitors for the Assignee's approval. For this purpose, the Purchaser shall also furnish the Assignee's Solicitors with the Purchaser's account details in order for the Assignee to process payment of the Assignee's portion of the Outstanding Charges pursuant to and in accordance with Clause 8(c) above.

f. In the event the Purchaser shall pay such arrears (if any) of the Outstanding Charges in advance to the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto:-

(i) The Purchaser is not entitled to deduct the payment towards the arrears (if any) from the Balance Sum;

(ii) Due apportionment and reimbursement for the payment (if any) made by the Purchaser towards the arrears shall only be made after the Assignee has received the Balance Sum and subject to the Assignee's approval and other provisions of these Conditions of Sale. For this purpose, the Purchaser shall produce receipts evidencing payment together with the Purchaser's account details in order for the Assignee to reimburse the Purchaser in accordance with this Clause 8(f)(ii) accordingly.

g. Nothing herein shall impose any obligation on the part of the Assignee to pay any outstanding water, electricity, telephone, utilities, gas, sewerage, taxes, rates, bills, any type of interest, fine, penalty, losses incurred by reason of any breach of written laws, late payment charges, damages, compensation, other form of maintenance or management charges (including but not limited to security charges, charges incurred in relation to car park / accessory parcel, deposits, sinking / building / common / maintenance / management fund), costs for renovation / alteration / additional works, contribution, subscription, licence, dues, levies, insurance, premium, rents, commission, fees, costs and expenses (including but not limited to legal fees, disbursements, stamp duty, registration fees, administrative or vetting fees and transfer costs), other outgoings and charges in any form whatsoever (including for any increase in area of the Property imposed by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto irrespective of whether the same was imposed or incurred before the date of successful auction, any penalty thereof in connection with incidental to or pursuant to the Assignment the Memorandum of Transfer and all other documents necessary for affecting the transfer or subsequent transfer [as the case may be] or assigning the beneficial ownership of the Property to the Purchaser or that as may be due to or imposed by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto notwithstanding that the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and/or third parties entitled thereto may require such payments to be made by the Assignee). The Purchaser hereby expressly agrees that such costs and expenses shall be solely borne and paid by the Purchaser.

h. Any other costs, expenses and charges not specifically mentioned and/or specified in *<u>Clause 8.c</u>*, *<u>Clause 8.d</u>*, *<u>Clause 8.e</u>*, *<u>Clause 8.f</u>* and *<u>Clause 8.g</u>* hereof which are outstanding shall be solely borne and paid by the Purchaser.

- **Execution / Delivery Of Documents**

i. Upon payment of all monies mentioned and/or specified in *<u>Clause 6.e</u>*, *<u>Clause 7.a</u>*, *<u>Clause 8.a(i)</u>*, *<u>Clause 8.c</u>*, *<u>Clause 8.d</u>*, *<u>Clause 8.e</u>*, *<u>Clause 8.f</u>*, *<u>Clause 8.g</u>* and *<u>Clause 8.h</u>* above and subject to the fulfillment of *<u>Clause 9</u>* below by the Purchaser, the Assignee shall:-

(i) Execute or cause to be executed as soon as possible at the Purchaser's own costs and expenses (including legal fees, stamp duty and registration fees) an Assignment (in the form and substance acceptable to and upon the terms and conditions stipulated by the Assignee at its absolute discretion) in favour of the Purchaser of all the rights title interests and benefits under the Sale and Purchase Agreement entered into between the Developer and/or Proprietor of the Property and the Assignor or the original purchaser(s) when the Assignor is not the original purchaser of the Property.

Where applicable, the Assignee shall be entitled to have a sufficient covenant of indemnity inserted in the Assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the Property.

The Assignee shall not be required to assign the Property to any person other than the Purchaser; and

(ii) Deliver to the Purchaser or the Purchaser's Solicitors the duly executed Assignment and certified true copy(ies) of the Sale and Purchase Agreement and previous Assignment within the Assignee's custody.

If any of the aforesaid documents is not available, the Assignee shall use its best endeavors to provide certified true copy(ies) or such other acceptable documentary evidence of previous transactions thereof.

j. Where applicable, the Purchaser undertakes to forward to the Developer the duly stamped Assignment, the duly stamped Proclamation of Sale and the Memorandum together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required by *Section 22D(2) of the Housing Development (Control and Licensing) Act 1966* within fourteen (14) days from the date of stamping of the Assignment and to forward a copy of the cover letter or acknowledgment of receipt by the Developer to the Assignee or the Assignee's Solicitors within seven (7) days after the issuance of the cover letter or acknowledgment of receipt.

- **Charge / Transfer**

k. If the separate document of title or strata title for the Property has been issued whether before on or after the date of auction sale, the Assignee shall not be required to procure a Memorandum of Transfer nor to register its charge as prescribed by the National Land Code 1965 or Sarawak Land Code or the Land Ordinance Cap. 68 of the Laws of Sabah (where applicable) in favour of the Purchaser from the Developer and/or Proprietor (as the case may be).

l. The transfer of the Property from the Developer and/or Proprietor (as the case may be) shall be prepared and procured by the Purchaser at the Purchaser's own costs (including costs of transfer from the Developer and/or Proprietor to the Assignor where necessary) and expenses who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies pertaining to the registration of such transfer of the Property.

m. The Purchaser undertakes to inform the local authority of the change of ownership and to file the necessary form within fourteen (14) days from the date of stamping of the Assignment.

9. Consent

- **Application**

a. The Property is sold subject to the Purchaser at own costs and expenses applying for the approval or consent or confirmation (if any) required from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies to transfer or assign the Property in favour of the Purchaser within thirty (30) days or such extended period as allowed by the Assignee from the date of successful sale whereby the Purchaser shall forward a copy of the application letter for the said approval or consent or confirmation duly acknowledged receipt by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies to the Assignee's Solicitors and obtain the said approval or consent or confirmation on or before the Completion Date.

b. The Purchaser is to comply with all the terms and conditions as imposed by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies as the case may be in granting the said approval or consent or confirmation to transfer or assign the Property to the Purchaser on or before the Completion Date or such period as may be specified by the Developer and/or Proprietor and/or State Authorities and/or relevant bodies whichever is the earlier.

c. All sums or dues whatsoever owing to the Developer and/or Proprietor and/or State Authorities and/or relevant bodies and all fees, charges and expenses in connection with incidental to or pursuant to the said application for approval or consent or confirmation shall be solely borne and paid by the Purchaser.

d. The Purchaser undertakes to keep the Assignee or the Assignee's Solicitors informed at all times of the development and progress of such application for approval or consent or confirmation and shall forward a copy of the approval or consent or confirmation to the Assignee's Solicitors immediately within seven (7) days upon receipt of the same.

- **No Consent**

e. No warranty is given by the Assignee that any of the abovementioned approval or consent or confirmation can be obtained but in the event of:-

(i) Any of the approval or consent or confirmation not being obtained from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies for reasons not attributable to any act of default or omission by the Purchaser on or before the Completion Date; or

(ii) Any of the approval or consent or confirmation from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies shall be subject to conditions which are not acceptable to the Assignee

then the Assignee is absolutely entitled to terminate the sale of the Property at its discretion by giving the Purchaser written notice thereof subject to *Clause 11.c* below.

- **Restriction In Interest**

f. In the event there is any restriction in interest on the Property it is the duty of the Purchaser to comply with the restriction in interest and ensure that the sale is completed on or before the Completion Date subject to other provisions in these Conditions of Sale.

- **Foreign Citizen / Company**

g. In the event the Purchaser is a foreign citizen or foreign company, the sale is subject to the Purchaser applying and obtaining at his/her/its own costs the unconditional consent of Economic Planning Unit (if any) and/or relevant State Authorities to the said sale on or before the Completion Date.

10. Progressive Payment

For Property in which there is / are outstanding progressive payment(s) due to the Developer:-

a. In the event that the Purchaser shall require a loan/financing to enable the completion of the purchase herein, the Purchaser shall notify the Assignee within thirty (30) days from the date of successful sale the details of the loan/financing and the Purchaser's Financier by providing the Assignee a copy of the letter of offer for financing and on or before the Completion Date, the Purchaser shall cause the Purchaser's Financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Sale and Purchase Agreement in favour of the Developer and to release the Assignee from its original undertaking.

b. In the event that the Purchaser shall not require a loan/financing to enable the completion of the purchase herein, on or before the Completion Date, the Purchaser shall procure a letter of undertaking (acceptable to the Assignee) to pay the balance progressive payment according to the schedule of the Sale and Purchase Agreement in favour of the Developer and to release the Assignee from its original undertaking.

c. Any outstanding progressive payment, charges, interests and/or penalty imposed as a result of the delay in settlement of the balance progressive payment or caused by the delay in the issuance of a letter of undertaking as stated above shall be solely borne and paid by the Purchaser.

11. Default / Termination

a. In the event that the Property has been sold contrary to or any person bids in contravention of the provisions in *Clause 4* above, then such sale shall be cancelled and become null and void and of no further effect wherein all monies paid by the Purchaser hitherto including the Deposit shall be forfeited absolutely and immediately.

b. If the Purchaser defaults in complying with any of these Conditions of Sale or in payment of any sums payable, then the Assignee may (without prejudice to its rights for specific performance) treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event all monies paid by the Purchaser hitherto including the Deposit shall be forfeited absolutely and immediately.

c. In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court (other than that due to any act of default and/or omission by the Purchaser), then such sale shall be cancelled and become null and void and of no further effect wherein only monies paid by the Purchaser towards the account of the purchase price shall be refunded to the Purchaser free of interest less costs and fees incurred by the Assignee in connection with or relating to the sale. The Purchaser shall not be entitled to an account thereof or any claim or demand whatsoever against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents on the above. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee herein, the Purchaser shall have no other or further claims, or demands whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors and the Auctioneer or their respective servants or agents.

d. If in the meanwhile the Purchaser has entered into possession of the Property, then the Purchaser is liable at own costs to reinstate the Property and thereafter peaceably to yield up vacant possession of the Property to the Assignee within fourteen (14) days from the date of notification of such termination failing which the Purchaser shall pay the Assignee interest/compensation charges at the rate of 10% per annum on the total purchase price calculated on daily basis from the date of such notification to the date of actual delivery of vacant possession and the Assignee reserves its right to take all further necessary steps or actions to recover or resume possession of the Property at the Purchaser's costs and expenses.

In the event the sale is terminated for any reason whatsoever, the Assignee shall not be liable to the Purchaser for the cost of any improvements to the Property carried out by the Purchaser.

The costs to reinstate the Property (if any damage is caused by the Purchaser in possession thereof) or expenses to recover possession of the Property from the Purchaser shall be deducted and set-off against the monies paid herein towards account of the purchase price and thereafter in the event there is any residue, the said residue shall be refunded to the Purchaser free of interest or if the monies paid are not sufficient to cover all such costs and expenses, the Purchaser shall then reimburse and pay the balance amount outstanding to the Assignee failing which the Assignee shall be entitled to take all further necessary steps or actions to recover the same.

For this purpose a certificate duly signed by an officer of the Assignee verifying the amount of such costs and expenses shall be accepted by the Purchaser as correct and conclusive. It shall be deemed final and binding upon the Purchaser.

e. Subject as aforesaid, the Purchaser shall not be entitled to nor have any or further reimbursements, claims, demands or legal recourses of action or remedies whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof.

f. The Purchaser or the Purchaser's Solicitors shall return or cause to be returned the Assignment or the Memorandum of Transfer and other documents to the Assignee with the Assignee's interest intact PROVIDED ALWAYS THAT if the Assignment or the Memorandum of Transfer has been adjudicated and stamped, the Purchaser or the Purchaser's Solicitors shall surrender the same to the relevant authorities to obtain a refund of the stamp duty paid and for cancellation of the same.

g. The Assignee shall be at liberty to put up the Property for sale again at a time, place and reserve price to be fixed by the Assignee at its sole discretion or to dispose of and/or otherwise deal with the Property in whatsoever manner the Assignee shall think fit without further reference to the Purchaser.
The costs and expenses of in connection with and resulting from such resale together with any deficiency in the price resulting from the resale or the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.
For this purpose a certificate duly signed by an officer of the Assignee verifying the amount of such costs and expenses shall be accepted by the Purchaser as correct and conclusive. It shall be deemed final and binding upon the Purchaser.

12. Vacant Possession

a. The Assignee does not undertake to deliver vacant possession of the Property to the Purchaser.

b. The Purchaser after the payment of the purchase price in full together with any accrued interest/or compensation charges, costs and expenses thereon, if any, shall at his/her/its own costs and expenses take possession of the Property without any obligation on the part of the Assignee or its agent to give vacant possession.

c. The Purchaser shall take the Property on an "as is where is basis" and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat.

d. No warranty is given that the Property can be used for occupation and 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 a reduction in the purchase price or for damages.

13. Search, Enquiry, Investigation, Examination And Verification

a. The Property is sold on an "as is where is basis" subject to all the necessary inspection, search (including but not limited to the status of title), enquiry (including but not limited to the terms of consent to transfer and/or assignment and outstanding charges), investigation, examination and verification of which the Purchaser is already advised to conduct prior to the auction and which the Purchaser warrants to the Assignee has been conducted by the Purchaser's independent legal advisors at the time of execution of the Memorandum.

b. The intending bidder or the Purchaser is responsible at own costs and expenses to make and shall be deemed to have carried out own search, enquiry, investigation, examination and verification on all liabilities and encumbrances affecting the Property, the title particulars as well as the accuracy and correctness of the particulars and information provided.

c. The Purchaser shall be deemed to purchase the Property in all respects subject thereto and shall also be deemed to have full knowledge of the state and condition of the Property regardless of whether or not the said search, enquiry, investigation, examination and verification have been conducted.

d. The Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction and to have knowledge of all matters which would have been disclosed thereby and the Purchaser expressly warrants to the Assignee that the Purchaser has sought independent legal advice on all matters pertaining to this sale and has been advised by his/her/its independent legal advisor of the effect of all the Conditions of Sale.

e. Neither the Assignee nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.

14. Security Documents

a. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Security Documents.

b. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Security Documents.

c. The Purchaser is treated as buying the Property with full knowledge of the Security Documents whether or not inspection of the Property occurs and shall raise no objection or requisition regarding the contents thereof.

15. Identity Of Property

a. The Purchaser shall admit the identity of the Property purchased with that described in the Proclamation of Sale and such other documents such as muniments offered by the Auctioneer as to the title to the Property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively and with that described in the Security Documents without requiring any further proof.

b. The Purchaser shall accept the area shown in the particulars of the Proclamation of Sale or Conditions of Sale or Memorandum. The Assignee shall not be liable to the Purchaser for any discrepancy(ies) appearing after the sale concerning the identity of the Property purchased or the area shown in the particulars of the Conditions of Sale.

c. Upon issuance of the strata/individual title to the Property, if the land or floor area is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be borne and paid solely by the Purchaser.

d. If the land or floor area of the Property is found to be less then that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and the auction sale herein shall not be annulled and neither the Assignee, the Assignee's Solicitors nor the Auctioneer shall be liable thereof for such claim.

16. Condition Of Property

a. The Assignee makes no representation as to the ownership of furniture, fittings, fixtures, appliances, collectibles, assets of a business, trade inventories, supplies etc situated at the Property which items may be on hire purchase, lease, deferred sale or assignment from third party. 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.

b. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the Property complies with any relevant building by-laws or legislation. 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.

17. Restrictive Covenants

a. The Property is believed and shall be taken to be correctly described and is sold subject to:-

(i) All existing easement, public and private right of way, support, drainage, light and all other rights or other incidents (if any), lease, tenancy, occupier, encroachment, trespass, nuisance, charge, lien, caveat, previous sale and purchase, previous assignment, covenant, common right and liability (including but not limited to liability to local authorities incurred but not ascertained and any rate made but not demanded), express and implied condition, restriction-in-interest and encumbrances subsisting thereon or there over without any obligation arising for the Assignee to define the same respectively;

(ii) Any notice or knowledge of acquisition proceedings, encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the Property for road, back lane or other improvement scheme whatever affecting the same.

b. The Purchaser shall be deemed to have full knowledge of the nature and effect thereof and shall make no objection or requisition in respect thereof.

18. Representation / Warranty

a. All statements contained herein or made in the Proclamation of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents.

b. Such statements are statements of opinions and are not to be taken or relied upon as or implying a statement or representation of fact and any intending bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements.

c. Neither the Assignee, the Assignee's Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Property.

d. No error, mis-statement, mis-description, omission or the existence of and/or intention for encroachment or acquisition shall annul the sale nor shall any abatement or compensation be allowed in respect thereof.

19. Exclusion Of Liability

Unless expressly provided herein, the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents shall under no circumstances be liable to any bidder or the Purchaser including but not limited to breach of contract, loss of profit or earnings or goodwill, any liability in tort in relation to any matter, thing, issue or dispute arising out of in connection with or in respect of the sale of the Property whatsoever and howsoever caused or arising.

20. Risk Of The Property

a. Upon the fall of the hammer all risks of the Property as regards to any loss, damage or depreciation thereof arising of whatsoever nature or howsoever occurring shall pass to the Purchaser.

b. The Purchaser shall at own costs insure the Property against damage by fire, usual perils, other accident, state of cultivation, non-occupation or otherwise.

21. Advice

a. The Purchaser hereby confirms and represents to the Assignee that the Purchaser has sought obtained and relied upon his own independent advice and judgment and has not relied upon any representation statement or advice from the Assignee, the Assignee's Solicitors or the Auctioneer or any of them or their respective agents, officers or servants.

b. The Purchaser is advised to appoint Solicitors to act on his/her/its behalf and in the event no solicitor is appointed by the Purchaser, the Purchaser is deemed to have elected not to be represented in this sale.

22. Dispute

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

b. Notwithstanding the above, the Assignee still reserves all its rights to refer any unresolved dispute or claim to the proper forum.

23. Governing Law And Jurisdiction

a. The auction and any resulting contract for sale of the Property on the terms stated in these Conditions of Sale shall be governed and construed in accordance with the laws of Malaysia and any dispute arising shall be referred to the Courts of Malaysia for determination.

b. The Courts of Malaysia shall exercise exclusive jurisdiction over such dispute PROVIDED ALWAYS that the Assignee may in its absolute discretion be entitled to waive this right and submit to the jurisdiction of the courts of the country in which the bidder or Purchaser is resident.

24. Time Of The Essence

Time wherever mentioned herein shall be of the essence of contract.

25. Severability

If any provision, term, condition, stipulation, covenant or undertaking of these Conditions of Sale is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provision, term, condition, stipulation, covenant or undertaking hereof.

26. Service

a. Any notice, request or demand required to be served on any party hereto shall be in writing and shall be deemed to be sufficiently served:-

(i) If it is delivered personally to the address of the party provided pursuant to these Conditions of Sale or at the designated branch of the Assignee as stipulated herein; or

(ii) If it is sent by prepaid registered post to the address of the party provided pursuant to these Conditions of Sale or by AR Registered Post to the designated branch of the Assignee as stipulated herein;

and such notice, request or demand shall be deemed to have been received

(iii) If delivered personally at the time given by hand or courier; or

(iv) If sent by prepaid registered post after 3 days of posting; or

(v) If sent by AR Registered Post upon actual receipt.

b. Any legal process issued may be served on any party in the same manner stipulated for the service of notice, request or demand and such legal process shall be deemed served in the same manner as for the notice, request or demand.

27. General

a. No objection or requisition shall be raised as to the loss of the original(s), the failure to stamp documents, insufficiency of stamp duty paid thereon or the failure to register any instruments.

b. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars of the Proclamation of Sale or Conditions of Sale or Memorandum herein, the English version shall prevail.

c. The headings are for ease of reference only and shall not be construed as forming part of these Conditions of Sale.

d. The Proclamation of Sale, Conditions of Sale and Memorandum are to be read together and shall collectively constitute a binding contract. Prospective bidders who submit their bids for the Property online at the Auctioneer's Website shall be additionally bound by the terms and conditions at the Auctioneer's Website.

e. Where two or more persons, firms or corporations are parties to the Agreement, their obligations and liabilities shall be joint and several.

f. The singular includes the plural and vice versa and words importing one gender only include all other genders.

g. Bidders who log on to the Auctioneer's Website with their respective username and password are responsible for ensuring that internet access and connectivity are in good condition during the whole auction process until conclusion thereof. The Assignee and such other parties acting on behalf of the Assignee including the Auctioneer and the Assignee's Solicitors shall not be responsible or liable for any disruptions, delays, failures, errors, omissions or loss of transmitted information or data due to unsatisfactory internet access or any online disruptions that may occur during the whole auction process at the Auctioneer's Website.

h. The bidder agrees and acknowledges that by placing a bid, it is binding upon the bidder and the bid cannot be retracted in any manner whatsoever after the fall of the hammer.

i. Bidders who cannot log on to the Auctioneer's Website for any reason whatsoever before, during and after the process of public auction shall not hold the Assignee or the Assignee's Solicitors liable for any losses and damages arising out of or connected with such failure to log on to the Auctioneer's Website regardless of whether the public auction proceeds or not.

j. The bidder agrees that the bidder will not use any device, software, method or routine to interfere or attempt to interfere with the auction process.

k. Bidders who log on to the Auctioneer's Website shall not hold the Assignee or the Assignee's Solicitors liable for any losses and damages arising out of or related or connected to the usage of the Auctioneer's Website and shall do so at their own risk entirely with no recourse to the Assignee or the Assignee's solicitors.

28. 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 other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

b. The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any 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 (BIDDER DEPOSIT)
   b) Name of Bank : HONG LEONG BANK BERHAD
   c) Bank's Account No : 011-0105-4040
   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 Memorandum / 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 Memorandum / Contract of Sale and pay the additional 10% for the difference of the purchase price within three (3) 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 / Contract 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 Memorandum / Contract of Sale, the successful E-bidders shall transfer RM100.00 to the **ESZAM AUCTIONEER SDN BHD** bank account or pay by cash when signing the Memorandum / 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 Memorandum / Contract of Sale 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 Memorandum / 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 Memorandum / Contract of Sale within the stipulated time, may authorize any person or an agent to sign the Memorandum / 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 Memorandum / 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.