PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN BERTARIKH 21HB OKTOBER 2021
PENYERAHAN HAK PERJANJIAN JUAL DAN BELI (PIHAK PERTAMA) BERTARIKH 03HB DISEMBER 2021

ANTARA

AFFIN BANK BERHAD (NO. SYARIKAT: 197501003274/25046-T) — **PIHAK PEMEGANG SERAHHAK/BANK**

DAN

SORNAVALLY A/P RENGASAMY NAIDU (NO. K/P: 720124-10-5126) — **PIHAK PENYERAHHAK/PEMINJAM**

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah **Perjanjian Kemudahan Bertarikh 21hb Oktober 2021 dan Penyerahan Hak Perjanjian Jual Dan Beli (Pihak Pertama) Bertarikh 03hb Disember 2021** diantara Pihak Penyerahhak/ Peminjam dan Pihak Pemegang Serahhak/ Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA 28HB MAC, 2023 BERSAMAAN HARI SELASA, JAM 10.30 PAGI
LELONGAN SECARA ATAS TALIAN DI ESZAM AUCTIONEER SDN BHD (eZ2Bid)
Bakal pembeli boleh membuat tawaran atas talian ("online") melalui laman web di www.eszamauctioneer.com
(Sila buat pendaftaran sekurang-kurangnya satu (1) hari sebelum tarikh lelongan untuk tujuan pendaftaran dan pengesahan)
Bakal pembeli adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di www.eszamauctioneer.com

Nota: (1) Sebelum hari lelongan awam, bakal-bakal pembeli adalah dinasihatkan:-
- i) memeriksa harta tersebut.
- ii) membuat carian hakmilik induk secara rasmi.
- iii) membuat pertanyaan dengan Pihak Pemaju/Tuan Punya dan/atau Pihak-pihak lain yang berkenaan.
- iv) memperolehi salinan syarat-syarat jualan daripada pelelong.
- v) membuat semakan dan pengesahan sama ada jualan tersebut tertakluk kepada pencukaian di bawah Akta Cukai Jualan 2018 dan Akta Cukai Perkhidmatan 2018.

(2) Material ini adalah berdasarkan maklumat yang kami anggap boleh dipercayai. Oleh kerana ini diperolehi daripada Pihak Ketiga, kami tidak boleh memastikan bahawa ianya adalah tepat atau lengkap. Oleh itu ia adalah tertakluk kepada kesilapan atau apa-apa maklumat yang tertinggal.
(3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan masih belum diperolehi, walaubagaimanapun, ia adalah tanggungjawab dan liabiliti bakal-bakal pembeli untuk mendapatkan kebenaran/pindahmilik (jika perlu) daripada Pihak Pemaju/Tuan Punya dan/atau pihak-pihak lain yang berkenaan.

BUTIR-BUTIR HARTANAH

No. Hakmilik Strata/No. Lot	:	Hakmilik strata belum dikeluarkan
No. Hakmilik Induk/No. Lot	:	Geran 338065 Lot 116834 (dahulu dikenali sebagai Geran 334598 Lot 116834 dan HSD 34452 PT 48517) Bandar Cyberjaya, Daerah Sepang, Negeri Selangor.
No. Petak Pemaju	:	No. Petak 04-17, No. Tingkat 04, Jenis Pejabat, Kenwingston Square Garden, Sepang, Selangor
Keluasan Lantai	:	Lebih kurang 101 meter persegi (1,087 kaki persegi)
Pegangan	:	Selama-lamanya
Pemaju/Tuanpunya	:	Kenwingston Seven Up Sdn Bhd (No. Syarikat : 1073736-H)
Pemilik Benefisial	:	Sornavally A/P Rengasamy Naidu (No. K/P: 720124-10-5126)
Syarat Nyata	:	Bangunan Perniagaan.
Sekatan Kepentingan	:	Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri.
Bebanan	:	Diserahhak kepada Affin Bank Berhad

LOKASI DAN PERIHAL HARTANAH:
Hartanah tersebut adalah **sebuah unit pejabat** yang beralamat pos di **Unit No. 04-17, Tingkat 4, Kenwingston Business Centre, Kenwingston Square Garden, Persiaran Bestari, Cyber 9, 63000 Cyberjaya, Selangor.** Akomodasi: Ruang pejabat, ruang penghawa dingin dan tandas.

HARGA RIZAB:
Hartanah tersebut akan dijual dalam "keadaan sepertimana sedia ada" tertakluk kepada satu harga rizab sebanyak **RM400,000.00 (RINGGIT MALAYSIA EMPAT RATUS RIBU) sahaja**, tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahan Hak daripada Pemegang Serahhak/Bank dan tertakluk kepada persetujuan diperolehi oleh penawar yang berjaya ("Pembeli") daripada pihak berkuasa yang berkaitan, jika ada, termasuk semua terma, syarat, ketetapan dan perjanjian-perjanjian yang telah dan boleh dikenakan oleh pihak berkuasa yang berkenaan. **Pembahagian atas apa-apa tunggakkan cukai tanah, cukai taksiran dan caj penyelenggaraan SAHAJA yang sah tidak dibayar sehingga maksimum 6 tahun sebelum tarikh lelongan yang berjaya berkenaan dengan harta itu sehingga tarikh jualan hendaklah dibayar oleh Bank selepas penerimaan hasil lelong penuh dan apa-apa jumlah tunggakkan yang kena dibayar dan perlu dibayar selepas tarikh jualan akan ditanggung oleh Pembeli. Pembeli yang berjaya hendaklah mengemukakan tuntutan mereka kepada Bank dalam tempoh enam puluh (60) hari dari tarikh pembayaran wang baki belian (atau sebarang tempoh lanjutan yang dibenarkan oleh Bank); apa-apa tuntutan berikutnya yang dibuat di bawahnya tidak akan dilayan oleh Bank dan yang sama hendaklah ditanggung oleh Pembeli semata-mata. Pihak Pemegang Serahhak/Bank tidak akan bertanggungjawab untuk membuat pembayaran atau memotong daripada hasil jualan apa-apa utiliti/bil yang belum dijelaskan yang berhubungan dengan hartanah tersebut iaitu caj air, elektrik, telefon, gas atau pembetungan, caj pentadbiran dan utiliti lain.**

Segala bayaran, kos dan caj lain yang berkaitan dengan pindahmilik dan tugasan harta termasuk apa-apa kos kebangkitan bagi projek terbengkalai (jika ada) juga akan ditanggung semata-mata oleh Pembeli yang berjaya. Pembeli yang berminat hendaklah membuat pertanyaan sendiri berkenaan dengannya dan Pembeli hendaklah dianggap mempunyai pengetahuan penuh tentang perkara yang sama.

DEPOSIT:
Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **sepuluh peratus (10%) daripada Harga Rizab atau mana-mana jumlah melebihi 10% daripada harga belian atau minimum RM2,500.00 yang mana paling tinggi ("Deposit Bidaan")** dalam **bentuk bank draf** di atas nama **AFFIN BANK BERHAD** pada hari lelongan awam dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **Sembilan Puluh (90) hari** dari tarikh jualan kepada **AFFIN BANK BERHAD**. **Untuk penawar dalam talian sila rujuk Terma dan Syarat serta cara pembayaran deposit di www.eszamauctioneer.com**

Untuk butir-butir lanjut, sila berhubung dengan Tetuan Shukor Baljit & Partners, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di No. 14-2, Wisma Shukor Baljit, Jalan 13/48A, Sentul Raya Boulevard, Off Jalan Sentul, 51100 Kuala Lumpur. (No. Ruj: SILA NYATAKAN), No. Tel: 03-40456366, No. Faks: 03-40456355 atau Pelelong yang tersebut di bawah ini:-

TETUAN ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Blok B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel: 06-7629786, No H/P: 018-6639786 / 016-6639786
No. Faks: 06-7616986
E-Mail: eszamauctioneer@yahoo.com
Laman Web: www.eszamauctioneer.com
Rujukan Kami: EZ/LACA/ABB/162/2023/MNS/Nad

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

PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT DATED 21ST OCTOBER 2021
ASSIGNMENT OF SALE AND PURCHASE AGREEMENT (1ST PARTY) DATED 03RD DECEMBER 2021

BETWEEN

AFFIN BANK BERHAD (COMPANY NO.: 197501003274/25046-T) **ASSIGNEE/BANK**

AND

SORNAVALLY A/P RENGASAMY NAIDU (NRIC NO.: 720124-10-5126) **ASSIGNOR/BORROWER**

In the exercise of the rights and powers conferred upon the Assignee/Bank under **Facilities Agreement Dated 21st October 2021 And Assignment Of Sale And Purchase Agreement (1st Party) Dated 03rd December 2021** entered into between the Assignor/Borrower and the said Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

ON TUESDAY, THE 28TH MARCH, 2023 AT 10.30 A.M.
VIA ONLINE BIDDING AT ESZAM AUCTIONEER SDN BHD (eZ2Bid)
Bidders may submit bids for the property online via www.eszamauctioneer.com
(Please register at least one (1) working day before auction day for registration & verification purposes)
Bidders are further subject to the terms and conditions on www.eszamauctioneer.com

Note: 1) Prior to the public auction, all intending bidders are advised to:-
- i) inspect the subject property
- ii) conduct an official Strata Title search
- iii) enquire from the Developer/Proprietor and/or other relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only
- iv) obtain a copy of the Conditions Of Sale from the Auctioneer and seek independent legal advice on all matters in connection with the auction sale, including the conditions of sale.
- v) check and verify whether the sale is subject to any tax liability under the Sales Tax Act 2018 and the Service Tax Act 2018.

2) This material is based upon information which we consider reliable. As it has been supplied by parties, arties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.

3) As at the auction date, Consent (if applicable) from the Developer/Proprietor and/or the Relevant Authorities is yet to be obtained, however it is the responsibility and liability of Successful Bidder to obtain the consent/transfer (if applicable) pertaining to the auction from the Developer/Proprietor and/or the relevant authorities.

PARTICULARS OF PROPERTY

Strata Title No./Lot No.	:	Strata title has not been issued yet
Master Title No./Lot No.	:	Geran 338065 Lot 116834 (formerly known as Geran 334598 Lot 116834 dan HSD 34452 PT 48517) Town as Cyberjaya, District of Sepang, State of Selangor.
Developer's Parcel No.	:	Parcel No. 04-17, Storey No. 04, Office Unit, Kenwingston Square Garden, Sepang, Selangor
Floor Area	:	Approximately 101 square metre (1,087 square feet)
Tenure	:	Freehold
Developer/Proprietor	:	Kenwingston Seven Up Sdn Bhd (Company No.: 1073736-H)
Beneficial Owner	:	Sornavally A/P Rengasamy Naidu (NRIC No.: 830704-14-5287)
Express Condition	:	"Bangunan Perniagaan"
Restriction In Interest	:	"Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri"
Encumbrance	:	Assigned to Affin Bank Berhad

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is **an office unit** bearing postal address of **Unit No. 04-17, Tingkat 4, Kenwingston Business Centre, Kenwingston Square Garden, Persiaran Bestari, Cyber 9, 63000 Cyberjaya, Selangor.** Accommodation: office area, A/C ledge and toilet.

RESERVE PRICE:

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM400,000.00 (RINGGIT MALAYSIA FOUR HUNDRED THOUSAND) only**, subject to the Conditions of Sale and by way of an Assignment from the Assignee and subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority. **Apportionment on any arrears of quit rent, assessment rate and maintenance charges ONLY which is lawfully due i.e which is unpaid for up to maximum 6 years preceding the successful auction date in respect of the property up to the date of sale shall be paid by the Bank upon receipt of full auction proceeds and any such sums due and payable after the date of sale shall be borne by the Purchaser. Purchaser is urge submit their claim to the Bank within sixty (60) days from the date of payment of balance purchase money (or any extended period allowed by the Bank); any subsequent claims made thereunder will not be entertained by the Bank and the same shall be borne by the Purchaser solely. 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 water, electricity, telephone, gas or sewerage charges, administration charges and other utilities.**

All other fees, costs and charges relating to the transfer and assignment of the property including any revival cost for abandoned project (if any) shall also be borne solely by the successful Purchaser. Intending Purchaser shall make his own inquiries in respect thereof and the Purchaser shall be deemed to have full knowledge of the same.

DEPOSIT:

All intending bidders are required to **deposit ten per centum (10%) of the Reserve Price or any sum exceeding 10% of the purchase price or a minimum of RM2,500.00 whichever is higher ("the Bidding Deposit")** for the said property by bank draft only in favour of **AFFIN BANK BERHAD** on the day of auction sale and the balance of the purchase money shall be paid by the Purchaser within **Ninety (90) days** from the date of auction sale to **AFFIN BANK BERHAD. For online bidders please refer to the Terms and Conditions and manner of payment of the deposit at www.eszamauctioneer.com.**

For further particulars, please apply to Messrs Shukor Baljit & Partners, Solicitors for the Assignee/Bank at No. 14-2, Wisma Shukor Baljit, Jalan 13/48A, Sentul Raya Boulevard, Off Jalan Sentul, 51100 Kuala Lumpur. (Ref No.: PLEASE ADVISE), Tel No.: 03-40456366, Faks No.: 03-40456355 or the under mentioned Auctioneer:-

MESSRS ESZAM AUCTIONEER SDN BHD (760902-H)
Suite B-15-03, Level 15, Block B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
Tel No.: 06-7629786, H/P No: 018-6639786 / 016-6639786
Fax No.: 06-7616986
E-Mail: eszamauctioneer@yahoo.com
Website: www.eszamauctioneer.com
Our Ref: EZ/LACA/ABB/162/2023/MNS/Nad

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

CONDITIONS OF SALE

1. THE PROPERTY AND THE RESERVE PRICE

1.1 The property, the particulars of which are as described in the Proclamation of Sale (`the Property') is put up for sale by way of public auction (`the Auction Sale') subject to the reserve price as stated in the Proclamation of Sale (`the Reserve Price').

1.2 The sale of the Property shall be on an **`as is where is basis'** and subject to all encumbrances which may be now subsisting or which may hereafter come into existence.

2. THE AUCTIONEER

2.1 The auctioneer having conduct of the auction sale of the Property shall be as named in the Proclamation of Sale and/or an Auctioneer so appointed/engaged by the Auctioneer or the Auctioneer's firm (`the Auctioneer').

2.2 Where applicable, the Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the bank of the auctioned property, **AFFIN BANK BERHAD** (Company No. 197501003274/25046-T) (`the Bank').

3. BIDDING DEPOSIT

3.1 Prior to the commencement of the Auction Sale, all persons or parties intending to bid for the Property at the Auction Sale shall deposit 15 minutes prior to the auction sale with the Auctioneer a valid **bank draft or cashier's order** drawn in favour of the Bank for a sum equivalent to **ten per centum (10%)** of the Reserve Price or any sum exceeding 10% of the purchase price or a minimum of **RM2,500.00** whichever is higher ("the Bidding Deposit"). **For online bidders please refer to the terms and conditions at www.eszamauctioneer.com** for the manner of payment of the deposit.

3.2 The Auction Sale shall be deemed to have commenced upon being so declared by the Auctioneer.

3.3 Any party failing to deposit the Bidding Deposit with the Auctioneer within the time and in the manner specified in paragraph 3.1 hereto shall not be permitted to participate in the bidding at the Auction Sale.

3.4 Notwithstanding anything herein stated the Bank shall be permitted to bid at the Auction Sale without having to deposit with the Auctioneer the Bidding Deposit.

4. **BIDDERS**

4.1 All intending bidders shall be required to verify their identities by producing for inspection by the Auctioneer their identity cards prior to the commencement of the Auction Sale, failing which they shall not be entitled to participate in the bidding.

4.2 In the event that the Auctioneer in his absolute discretion so request, the intending bidders shall deposit with the Auctioneer a photocopy of their respective identity cards.

4.3 In the event that an intending bidder is bidding at the Auction Sale on behalf of another party, such intending bidder (`the Agent') shall be deemed to be an agent of the party for whom he is bidding the Property for.

4.4 For Bumiputera lot or if the sale is restricted to Bumiputera only, only Bumiputera 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/party identified in the special quota lot therein is allowed to purchase or to bid or to act for and on behalf of the bidder.

4.5 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 Foreign Investment Committee (if any) and/or relevant State Authorities to the said sale in accordance with the terms stated.

4.6 Prior to the commencement of the Auction Sale the Agent shall disclose to the Auctioneer that he, the Agent, will be bidding the Property in his capacity as Agent for the Purchaser. The Agent shall further prior to the commencement of the Auction Sale disclose to the Auctioneer the identity of the Purchaser.

4.7 The Agent shall deposit with the Auctioneer prior to the commencement of the Auction Sale such instrument of authority from the Principal authorizing the Agent to bid at the Auction Sale. The Auctioneer shall have the absolute discretion to determine whether the instrument of authority is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale. The decision of the Auctioneer in this respect shall be final.

5. PERMITTED PURCHASER

A person is only allowed to bid and or purchase the Property subject to the following:-

5.1 A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of the Auction Sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity or act as Agent of the Principal at the Auction Sale.

5.2 Notwithstanding whether it is expressly stated in the Proclamation of Sale, in the event that the developer of the Property **(`the Developer')** and/or the proprietor of the master title on which the Property is erected **(`the Proprietor/Landowner')** or applicable laws or regulations affecting the Property imposes the condition that the Property can only be sold to an individual or certain categories of persons or body corporate e.g. a Malay, a Bumiputra or a Malay Company or Bumiputra Company **(`the Purchaser'),** then the Property shall only be sold to the Purchaser.

5.3 All intending bidders at the Auction Sale shall be deemed to have made all the relevant enquiries and have received independent legal advice on all restrictions affecting the Property and are further deemed to have been fully satisfied that they fall within the category of the Purchaser.

5.4 If the sale is restricted to individual and not to be sold to 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.

6. THE BIDDING

6.1 Each new bid shall not be less than the immediately preceding bid.

6.2 All increments in the bids shall be not less than the incremental amount as fixed by the Auctioneer at the Auction Sale.

6.3 The Auctioneer shall have the right to refuse any bid.

6.4 A bid once made shall not be withdrawn.

6.5 If any dispute should arise as to any bidding, the Property shall at the option of the Auctioneer be put up again for sale at the last undisputed bidding price and the Auctioneer shall at the Auction Sale decide on the dispute and such decision by Auctioneer shall be final.

6.6 Subject to the Reserve Price, the highest bidder for the Property at the Auction Sale shall be declared by the Auctioneer to be the purchaser (`the Purchaser').

6.7 For online bidders please refer to the Terms and Conditions and manner of payment of the deposit at www.eszamauctioneer.com.

7. WITHDRAWAL OF SALE AND RESALE

7.1 The Bank at its absolute discretion through the Auctioneer reserves the right to suspend, withdraw, postpone and/or call off the Auction Sale of the Property for any reason whatsoever at any time before the fall of the hammer.

7.2 The Bank further reserves the right to sell the Property withdrawn at any time or times at the Bank's absolute discretion upon such price and terms and conditions as the Bank deems fit.

8. THE PURCHASER AND PAYMENT OF PURCHASE PRICE

8.1 Immediately after the fall of the hammer and upon being declared the successful purchaser of the Property, the Purchaser shall execute the memorandum attached hereto (`the Memorandum').

8.2 The signed Memorandum together with these conditions of sale and the Proclamation of Sale shall in their entirety form the contract for the sale and purchase of the Property ("the Contract of Sale").

8.3 The last bid which is the highest bid accepted by the Auctioneer and upon which the Property is sold to the Purchaser shall be the purchase price for the Property (`the Purchase Price').

8.4 Upon successful bid of the property by the bidder, the Bidding Deposit deposited by the bidder pursuant to clause 3.1 shall be paid to the Bank immediately upon execution of the Contract of Sale ("the Purchase Deposit)

8.5 In the event that the Purchase Price is higher than the Reserve Price, the Purchaser shall immediately deposit with the Auctioneer as stakeholder a sum equivalent to the difference between Purchase Deposit and the Bidding Deposit (`the Purchase Deposit Shortfall') either in cash or by way of a valid bank draft or cashier's order drawn in favour of the Bank which together will form the Purchase Deposit.

8.6 The Auctioneer shall upon receipt of the Purchase Deposit release the said sum, bank draft and/or cashier's order to the Bank.

8.7 In the event that the Purchaser shall fail to deposit the Purchase Deposit Shortfall or shall fail to execute the Memorandum for any reason whatsoever or in the event of the bank draft and/or cashier's order for the Bidding Deposit and/or the Purchase Deposit Shortfall is dishonored for any reason whatsoever when presented by the Bank for payment, the Purchaser shall be deemed to have committed a breach of the terms of the Auction Sale and the consequences set out in paragraph 8.8 hereto shall ensue.

8.8 In the event that the Purchaser shall commit a breach, the Bidding Deposit shall be forfeited absolutely to the Bank and the Bank may in its absolute discretion upon such terms and conditions and at such time or times the Bank deems fit put the Property up for resale. The Bank shall be further entitled to recover from the Purchaser all costs and expenses of, in connection with and resulting from such resale. The Purchaser shall be further liable to the Bank for any shortfall in the sale price obtained at the resale and the Purchase Price (`the Resale Shortfall'). A certificate duly signed by an authorized officer of the Bank as to amount of the Resale Shortfall and the costs and expenses of, in connection with resulting from such resale shall be accepted by the Purchaser as binding correct and conclusive for all purposes including for legal proceedings. The certified amount shall be paid by the Purchaser to the Bank not later than seven (7) days from the date of the demand made by the Bank.

8.9 Notwithstanding anything herein contained, the amount representing the difference between the Purchase Price and the Purchase Deposit ("Balance Purchase Price") shall be paid by the Purchaser directly to the Bank without any set-off not later than **NINETY (90) DAYS** from the date of the Contract of Sale (`the Due Date').

8.10 The Balance Purchase Price shall be paid to the Bank by way of bank draft or cashier's order drawn in favour of the Bank or E-Payment or any mode of payment which acceptable by the Bank.

8.11 Upon the written request by the Purchaser before the expiry date, the Bank in its absolute discretion may but shall be under no obligation to extend the Due Date for such period or periods the Bank deems fit (`the Extended Due Date').

8.12 **Subject to Clause 8.11 above, in granting the extension of time, the Bank may in its absolute discretion to impose the late payment charges/compensation/ amount to compensate the actual costs incurred by the Assignor/Customer based on the following formula; Outstanding principal amount (RM) x BFR + 3.5% or BR + 6.35% [subject to ceiling profit rate] x days of extension/365 days.**

8.13 The Purchaser shall have prior to twenty one (21) days of the Due Date, the Purchaser shall issue a written request to the Assignee applying for an extension of time and the Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) **refuse the request, in which case the 10% of the successful bid shall be forfeited,** or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment charges/compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser. The late payment charges if imposed by the Bank may be in the form of advance payment for the extension period or otherwise **is final and not refundable.**

8.14 In the event that the Purchaser for any reason whatsoever (save and except where it is due to the default of the Bank) fails to pay the Balance Purchase Price by the Due Date or the Extended Due Date pursuant to clause 8 herein, as the case may be, the Purchaser shall be deemed to be in breach of the Contract of Sale, and all monies paid to the Bank upon the execution of the Contract of Sale including the Purchase Deposit shall be forfeited absolutely by the Bank and the consequences as set out in paragraph 8.8 shall ensue.

8.15 **TAXES**

The sale of the subject property may be subject to the liability to pay taxes. In the event that taxes is payable under the transaction, the successful bidder shall pay the amount of taxes in addition to the Purchase Price.

8.16 As from the time of auction sale the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring. The Purchaser further shall not be entitled to any compensation whatsoever from any depreciation thereof arising from cause whatsoever.

8.17 The Bank make no representation as to the ownership of furniture fitting and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such a case the Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.

9. WHERE THE BANK IS THE PURCHASER

In the event that the Bank is the successful bidder and so declared the Purchaser by the Auctioneer, the Bank shall have the liberty to set off the Purchase Price against the amount due and owing to the Bank by the Assignor pursuant to the security documents referred to in the Proclamation of Sale.

10. CONSENT

10.1 It shall be the responsibility of the Purchaser to apply for consent from the Developer, the Proprietor/Landowner and/or other relevant authorities (if any) in respect of the sale, assignment and/or transfer of the Property to the Purchaser **(`the Consent')** and to keep the Bank or the Solicitors informed at all times of the developments. 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 and/or Proprietor/Landowner shall be borne by the Purchaser.

10.2 The Purchaser shall forward or caused to be forwarded to the Solicitors for Assignee a copy of each of the applications referred to in clause above and a copy of each of the approvals and/or consents when obtained and keep the Solicitors for Assignee informed at all times the status of the applications and the Purchaser and/or their solicitor shall fulfill all the granted subject to conditions imposed by the Developer.

10.3 In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Bank, then the Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Bank shall refund all monies paid by the Purchaser towards account of the purchase price free from interest less costs and fees incurred by the Bank in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against the Bank, the Solicitors, the Auctioneer or any party on account thereof.

11. FAILURE TO OBTAIN CONSENT/SALE SET ASIDE

11.1 In the event of the sale being set aside for any reason whatsoever whether by the Bank or by an Order of Court or consent cannot be obtained for any reason not attributable to the default, neglect and/or omission on the part of the Purchaser and/or the Purchaser's agent and/or the Purchaser's solicitors, the Contract of Sale shall with the written consent of the Bank, be deemed rescinded.

11.2 Upon such rescission the Bank shall refund to the Purchaser free of interest all monies received by the Bank from the Purchaser towards account of the Purchase Price in exchange for the return of all documents (if any) which may have been forwarded by the Bank to the Purchaser and/or the Purchaser's agent and/or the Purchaser's solicitors. Upon payment by the Bank in this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Bank, the Solicitors and the Auctioneer or their servants or agents.

12. COMPLETION

12.1 As soon as practicable after receipt in full by the Bank of the Balance Purchase Price together with all interest on late payment (if any), the Bank shall execute or caused to be executed in favour of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer and/or the Proprietor/Landowner and the original purchaser and over the Property (`the Deed of Assignment').

12.2 The Deed of Assignment shall be prepared by the Purchaser's solicitors upon such terms and conditions stipulated by the Bank at its absolute discretion. The said documents shall be forwarded to the Bank within thirty (30) days from the date Bank received full balance of auction price. In the event such relevant documents are submitted after the said period the Bank shall not be held liable for any claims whatsoever by developer or relevant authorities due to the delay in execution of the documents.

12.3 The Bank shall upon such execution forward to the Purchaser or the Purchaser's financier or their solicitors, as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in the possession of the Bank ("the Related Documents").

12.4 The Bank shall deliver such original or duplicate or certified true copy (ies) of the Related Documents as in the Bank possession to the Purchaser or the Purchaser's financier or their solicitors as the case may be.

12.5 The Purchaser shall bear all costs and expenses including but not limited to the legal, stamp and registration fees of and incidental to the perfection of the Deed of Assignment and in the event of the individual title/strata title has been or is issued, the transfer of the title over the Property to the Purchaser.

13. DESCRIPTION OF THE PROPERTY

13.1 The Property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described.

13.2 All intended bidders including the Purchaser shall be deemed to have sought independent legal advice, made necessary enquiries, searches and inspection of the Property and is satisfied with the identity, description, state and condition of the Property.

13.3 In the event of any error, misstatement, omission and/or misdescription of any kind relating to the Property in the Proclamation of Sale or any other documents, such error, misstatement, omission and/or misdescription shall not in any manner annul the sale, nor shall there be any adjustment of the Purchase Price nor shall compensation be allowed nor shall the Bank be open to any liability of any form.

13.4 If the land or floor area of the property 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 solely and absolutely borne and paid by the Purchaser**.**

13.5 If the land or floor area of the property is found to be less that as described, any claim for the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such party and neither the Assignee/ Bank, the Assignee/ Bank's solicitors nor the Auctioneer shall in any way responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property.

14. NO VACANT POSSESSION

14.1 The Purchaser shall upon full payment of the Balance Purchase Price together with all interest on late payment (if any) be entitled at his own costs and expenses to take possessions of the Property.

14.2 The Bank shall not be under any obligation whatsoever to deliver vacant possession of the Property or to forward to the Purchaser or any party any keys to the Property.

14.3 The Property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous Sale and Purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.

15. OUTGOINGS

15.1 Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that **any arrears** of **quit rent and assessment rate, and maintenance charges ONLY** which is lawfully due i.e. which is unpaid for up to a maximum of 6 years preceding the successful auction date (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to date of auction sale of the subject property shall be paid by the Bank out of the balance purchase money and in any event upon the Bank's receipt of the balance purchase money in cleared funds.

15.2 The **above outstanding charges** shall only be paid to the Purchaser by the Bank PROVIDED ALWAYS: -

15.2.1 that the Bank is in receipt of the balance purchase **money within ninety (90) days from the date of the auction (or any extended period allowed by the Bank);**

15.2.2 that the Purchaser has duly settled the outstanding charges on its own and **the relevant receipts of the outstanding charges duly paid are forwarded to the Bank within sixty (60) days from the date of payment of balance purchase money (or any extended period allowed by the Bank);**

15.2.3 In the event such **relevant receipts of the outstanding charges duly paid** are not submitted **within sixty (60) days from the date of payment of purchase money (or any extended period allowed by the Bank),** any subsequent claims made thereunder will not be entertained by the Bank and the same shall be borne by the Purchaser solely.

15.3 Herein shall imposed obligations on the part of the Purchaser to pay all outstanding utilities bills namely water, electricity, telephone, sewerage, interest, fines, penalties or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. The Purchaser shall bear the Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal fees, stamp duty and the registration fees in connection with, incidental to or pursuant to this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

15.4 In the event there is any balance money by way of outstanding progressive payments payable or any other claims and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer on its own and there shall be no deduction whatsoever from purchase price.

16. RISK

16.1 With effect from the date of the Contract of Sale, solely as between the Purchaser and the Bank, the risk relating to the Property shall be that of the Purchaser as regard to loss and/or damage (full or partial) of whatsoever nature or howsoever occurring to the Property.

16.2 The placement of risk as herein provided shall be solely as between the Purchaser and the Bank for the purpose of determining the liability of the parties to the Contract of Sale and shall not in any manner affect or intended to affect the insurance policy which may be subsisting or which may be taken up to cover the Property.

16.3 Unless expressly provided herein, the Bank, the Solicitors and the Auctioneers or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchasers, including but not limited to liability in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the Property whatsoever and howsoever caused or arising.

17. NO ASSIGNMENT/NOMINATION

17.1 The Purchaser shall not without the written consent of the Bank, be entitled to nominate a third party to be the purchaser or assignee of the Property nor shall the Purchaser be entitled to assign his rights, title, interest and benefits under the Contract of Sale to any party.

17.2 The Bank's decision to withhold or to grant the consent or to permit or disallow nomination and/or assignment by the Purchaser shall be at the absolute discretion of the Bank.

18. GOVERNMENT ACQUISITION

18.1 The Bank has not received any notification of any acquisition by the acquiring authority of the whole or any part of the Property. In the event of any such acquisition or intended acquisition the sale of the Property shall not be annulled nor there be any adjustment or abatement of the Purchase Price. In this respect, upon full payment of the Purchase Price by the Purchaser to the Bank together with all interest on late payment (if any) all compensation which may be paid by the acquiring authority shall belong to the Purchaser.

19. TIME OF THE ESSENCE

19.1 Time wherever mentioned herein shall be of the essence.

19.2 Notwithstanding that time mentioned herein may be extended from time to time, time shall remain of the essence for and after each extension.

20. LANGUAGES

20.1 The Proclamation of Sale, these conditions of sale and the Memorandum may have been translated and published in different forms and languages. In the event of any discrepancy, misstatement, omission or error appearing in the various forms or languages, this English version shall prevail.

21. DEFINITION

21.1 All headings used herein shall be for ease of reference only and shall not affect the interpretation of these conditions of sale, the Memorandum or the Proclamation of Sale.

21.2 All references to the singular shall include the plural and all references to the masculine gender shall include the feminine gender.

22. SEPARATE DOCUMENT OF TITLE

In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale.

(a) The Bank /Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be):

(b) If there are any restrictions in interest affecting the Property , the purchaser shall comply with the restriction in interest and ensure that the sale is completed within the time period stipulated in Clause 8.9 above; and

(c) (i) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8.9 above and all other moneys (if any) payable by the Purchaser in accordance with the term and conditions contains herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and/or consent as applicable from the developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be for sale and purchase and/or the transfer of the Property from the Bank/Bank to the Purchaser as may be required;

(ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and the Purchaser's sole and absolute costs and expense(including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies)to prepare and obtain from the Developer, the proprietor or such relevant authority or body, the Developer's the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum of Transfer the Bank/Bank, The Bank/Bank's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and

(iii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expenses (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and /or owing to the Developer and/or such relevant authorities and/or bodies)to prepare and submit to the Bank /Bank's solicitors for the Bank/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of transfer in favour of the Purchaser as transferee for registration at the relevant land office/ registry until and unless the Memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Bank/Bank's solicitors for the Bank/Bank's or the Bank/Bank's solicitors further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee(including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies)The memorandum of transfer in favour of Assignor as transferee shall only be delivered to the Purchaser of the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provision of Clause 8.9 above and all other moneys(if any) payable by the Purchaser in accordance with the terms and conditions contained herein there Conditions of Sale the Bank/Bank's Solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the Memorandum of transfer in favour of the Assignor as transferee and/or Memorandum of Transfer in favour of the Purchaser as transferee.

23. **For online bidders, the terms and conditions stated in www.eszamauctioneer.com shall also apply.**

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.