

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, PENYERAHHAKKAN DAN SURAT KUASA WAKIL
KESEMUANYA BERTARIKH 13HB APRIL, 2016

ANTARA

BANK SIMPANAN NASIONAL

PIHAK PEMEGANG SERAH HAK/BANK

DAN

MASTURA BINTI AHMAD (NO. K/P: 820201-13-5272)

PIHAK PENYERAH HAK/PELANGGAN

Dalam menjalankan kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank dan dibawah Perjanjian Kemudahan, Penyerahhakkan dan Surat Kuasa Wakil kesemuanya bertarikh 13hb April, 2016 diantara Pihak Pemegang Serah Hak/Bank dan Pihak Penyerah Hak/Pelanggan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut dibawah ini akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA HARI SELASA, 31HB JANUARI, 2023 JAM : 11.00 PAGI

LELONGAN SECARA ATAS TALIAN DI LAMAN WEB 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 :- Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:

- Membaca dan memahami dengan teliti terma dan syarat-syarat jualan.
- Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan.
- Memeriksa hartanah tersebut.
- Memeriksa butir-butir mustahak dalam dokumen-dokumen.
- Memastikan alamat pos hartanah dengan pihak pemaju.
- Memeriksa dengan pemaju mengenai status pengeluaran hakmilik individu.
- Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini.
- Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan, Terma dan Syarat-Syarat kebenaran untuk jualan ini, dan
- Hartanah tersebut dijual dalam keadaan "seperti sedia ada".
- Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/ mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HARTANAH:-

No. Hakmilik Individu/No. Lot : Lot 5593 Blok 17 Salak Land District, Sungai Semariang Kanan, Kuching.
No. Hakmilik Induk/No. Lot : Lot 2731, 2732 dan 2733 Blok 17 Salak Land District
No. Unit Pemaju : Sublot 44 (Survey Lot 5593), Rumah Teres Dua Tingkat Unit Tepi, Sarawak.
Pegangan : Pajak 60 tahun tamat pada 13/06/2082
Anggaran Keluasan Tanah : 548.80 meter persegi
Penjual : Masama Sdn Bhd (No. Syarikat: 139653-V)
Tuanpunya : Juita Drap (No. K/P WN: 641017-13-5658)
Suip Bin Othman (No. K/P WN: 620707-13-5329)
Pemilik Benefisial : Mastura Binti Ahmad (No. K/P: 820201-13-5272)
Kategori Kegunaan Tanah : Tanah Pinggir Bandar/Tanah Bumiputera
Syarat-Syarat Nyata : (i) "This land is to be used only for the purpose of a dwelling house and necessary appurtenances thereto; and"
(ii) "Any alteration to the existing building on this land or any new building to be erected thereon shall be in accordance with plans, sections and elevation approved by the Superintendent of Lands and Surveys, Kuching Division and shall also be in accordance with detailed drawings and specifications approved by The Commission of the City of Kuching North and shall be completed within one (1) years from the date of such approval by the Commission."
Sekatan Kepentingan : Tiada
Bebanan : Hartanah tersebut telah diserahkan kepada BANK SIMPANAN NASIONAL
Nota : Lot Bumiputera

LOKASI DAN PERIHAL HARTANAH:-

Hartanah tersebut merupakan sebuah rumah teres dua tingkat unit tepi beralamat pos di Sublot 44 (Lot 5593), Off Jalan Camar, 93050 Kuching, Sarawak.

HARGA RIZAB:-

Hartanah tersebut akan dijual "dalam keadaan sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM620,000.00 (RINGGIT MALAYSIA : ENAM RATUS DUA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada Kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi Kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.

DEPOSIT:-

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

KEBENARAN PINDAHMILIK:-

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

Untuk butiran selanjutnya sila hubungi dengan Tetuan Mutang, Bojeng & Chai, Peguamcara bagi pihak Pemegang Serah Hak/Bank yang beralamat 1st - 3rd Floor, Lot 10522, Block 16 KCLD, Jalan Tun Jugah, 93350 Kuching, Sarawak. No. Tel: 082-578811, No. Faks: 082-578800 (Ruj: P-JC/7067/CY/LES) atau Pelelong tersebut dibawah ini.

TETUAN ESZAM AUCTIONEER SDN BHD (760902-H)

Suite B-15-03, Level 15, Blok B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel: 06-7629786, No. H/P: 016-6639786/018-6639786
No. Fax: 06-7616986
E-mail: eszamauctioneer@yahoo.com
Rujukan kami: EZ/LACA/BSN/019/2023/MNS/fatin

MOHD NIZAM BIN MOHD SHARIF (PJK)

(Pelelong Berlesen)

PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 13TH APRIL, 2016

BETWEEN

BANK SIMPANAN NASIONAL

ASSIGNEE/BANK

AND

MASTURA BINTI AHMAD (NRIC NO: 820201-13-5272)

ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Facility Agreement, Assignment and Power Of Attorney all dated 13th April, 2016 entered into between the Assignee/Bank and Assignors/Customers, it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

ON TUESDAY, THE 31ST DAY OF JANUARY, 2023 TIME: 11.00 A.M.

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

The prospective 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 :- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale :-

- a) Read and fully understand all the terms and conditions of sale herein.
- b) Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities.
- c) Inspect the subject property.
- d) Verify pertinent particulars of the document.
- e) Verify the postal address of the subject property with the developer.
- f) Check on the issuance of separate individual title for the subject property with developer.
- g) Seek legal advice on the terms and conditions of sale herein.
- h) Make necessary enquires with the relevant authorities and the developer on the Restriction-In-Interest, Term and Conditions of Consent to the sale herein and
- i) The subject property is sold on 'as is where is' basis.
- j) The Assignee Bank is not responsible in obtaining any consent from the Developer and/or state authorities or relevant bodies prior or after the auction sale.

PARTICULAR OF TITLE:-

Individual Title No./Lot No. : Lot 5593 Block 17 Salak Land District, Sungai Semariang Kanan, Kuching.
Master Title No./Lot No. : Lot 2731, 2732 and 2733 of Block 17 Salak Land District
Developer's Unit No. : Sublot 44 (Survey Lot 5593), A Corner Double Storey Terrace House, Sarawak.
Tenure : 60 years leasehold expiring on 13/06/2082
Approximately Land Area : 548.80 square metres
Vendor : Masama Sdn Bhd (Company No. 139653-V)
Registered Proprietor : Juita Drap (WN Nric No.: 641017-13-5658)
Suip Bin Othman (WN Nric No.: 620707-13-5329)
Beneficial Owner : Mastura Binti Ahmad (Nric No: 820201-13-5272)
Category of Land Use : Suburban Land/Native Area Land
Special Conditions : (i) This land is to be used only for the purpose of a dwelling house and necessary appurtenances thereto; and
(ii) Any alteration to the existing building on this land or any new building to be erected thereon shall be in accordance with plans, sections and elevation approved by the Superintendent of Lands and Surveys, Kuching Division and shall also be in accordance with detailed drawings and specifications approved by The Commission of the City of Kuching North and shall be completed within one (1) years from the date of such approval by the Commission.
Restriction In Interest : Nil
Encumbrances : The subject property presently is assigned to BANK SIMPANAN NASIONAL
Note : Bumiputra Lot

LOCATION AND DESCRIPTION OF THE PROPERTY:-

The subject property is a corner unit double storey terraced house bearing postal address of Sublot 44 (Lot 5593), Off Jalan Camar, 93050 Kuching, Sarawak.

RESERVE PRICE:-

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM620,000.00 (RINGGIT MALAYSIA : SIX HUNDRED TWENTY THOUSAND ONLY)** and subject to all conditions appearing in the Conditions of Sale and subject to the Consent being obtained from the Developer/ Landowner and other relevant authorities, if any and all expenses incurred in obtaining the said Consent shall be borne by the Purchaser.

DEPOSIT:-

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

CONSENT TO TRANSFER:-

The subject property will be sold subject to the Consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities if applicable.

For further particulars please apply to Messrs Mutang, Bojeng & Chai, Solicitors for the Assignee/Bank herein whose address for service is 1st - 3rd Floor, Lot 10522, Block 16 KCLD, Jalan Tun Jugah, 93350 Kuching, Sarawak. Tel No.: 082-578811, Fax No.: 082-578800 (Ref: P-JC/7067/CY/LES) or the undermentioned Auctioneer.

MESSRS ESZAM AUCTIONEER SDN BHD (760902-H)

Suite B-15-03, Level 15, Block B, Megan Avenue 2,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
Tel No.: 06-7629786, H/P No.: 016-6639786/018-6639786
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E-mail: eszamauctioneer@yahoo.com
Our Ref: EZ/LACA/BSN/019/2023/MNS/fatin

MOHD NIZAM BIN MOHD SHARIF (PJK)

(Licensed Auctioneer)

CONDITIONS OF SALE

1. This sale is made by **BANK SIMPANAN NASIONAL** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the **Facility Agreement, Assignment and Power Of Attorney all dated 13th April, 2016** executed by **Mastura Binti Ahmad (Nric No: 820201-13-5272)** (*the Assignor/Customer*) in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up for sale again or put the property at the last undisputed bid or withdraw the property.
3. The Assignee/Bank be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever) and in the event of it becoming the Purchaser, to set-off the purchase price against the amount due and owing under the **Facility Agreement, Assignment and Power Of Attorney** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bidding shall be retracted.
5. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer **ten percent (10%)** of the fixed reserve price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL, latest by 5 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY.**
6. Any intending bidders who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the commencement of the Auction Sale an Authority Letter to state that he/she is acting on behalf of another person, body corporate or firm and that he/she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine whether the Authority Letter is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale and the decision of the Auctioneer in this matter is final. All intending bidders shall be required to produce their Identity Card or to verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is an undischarged bankrupt or is not legally competent to purchase the property or if the property is imposed with Bumiputra restriction is sold to a non Bumiputra, then such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put the property for sale.
7. Immediately after fall of the hammer, the Purchaser other than the Assignee/Bank if he/she is the purchasers shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to clause 5 above and the sum equivalent to **ten percent (10%)** of the successful bid either in cash or by **BANK DRAFT** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.
8. In default of such deposit or if the Purchaser fails to sign the Memorandum the property shall forthwith be again put up for sale and the deposit of **ten percent (10%)** of the reserve price shall be forfeited to the said Assignee/Bank.
9. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee within **ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL**. The Assignee/Bank is under no obligation to extend the period of **120 days**. However, the period of **One Hundred and Twenty (120) days** may be extended by the Assignee/Bank in its absolute discretion upon written request by the Purchaser or his Solicitors before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee/Bank an interest at a rate to be determined by the Assignee/Bank at its absolute on the balance of the purchase price calculated on daily basis until full payment of such amount (on or before the extended expiry date).
10. In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 and 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.
11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Vendor and/or any relevant authorities, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, time, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charge and outgoings that may be due to or imposed by the Developer/Vendor and/or any relevant authorities the Assignee/Bank shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(s) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank.
12. In the event of the individual title/strata title has been or is issued, the Purchaser of the property shall bear the costs and expenses for the perfection of Assignment and the transfer of the title over the property to the Purchaser.
13. Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, **PROVIDED ALWAYS THAT** the foregoing shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., SESCO, Sabah Electricity Sdn Bhd, Sabah Water Department, Kuching Water Board and/or PUAS/SAINS for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the Conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.

14. The Purchaser shall admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and in the muniments respectively.
15. All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.
16. The property is sold on "as is where is" basis and subject to all existing leases, easements, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.
17. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale therein, it is hereby agreed that any arrears of quit rent, taxes, maintenance charges, assessment rate, insurance and sinking fund (**excluding any late payment charges and penalty**) which may be lawfully due to any relevant authorities or Developer up to the date of successful sale of auction of the property shall all be paid by the Assignee/Bank out of the balance of the purchase price. All outstanding charges incurred after the successful auction shall be borne by the Purchaser.
18. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser regards to any losses or damages of whatsoever nature or howsoever occurring.
19. The property is believe and shall be taken to be correctly described and is sold subject to all easements, there over without any obligation arising to define the same respectively and no error, misstatements or miss-description shall annul the sale nor shall any compensation be allowed in respect thereof.
20. All cost, charges or incidentals of the title of the property shall be borne by the Purchaser.
21. The Purchaser shall within **one hundred and twenty (120) days** from the date of the auction sale apply to and obtain from the Developer and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority, whichever is the earlier and to keep the Assignee/Bank informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
22. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full shall at their/his own expenses take possession of the property without obligation on the part of the Assignee/Bank or his Agent to give vacant possession.
23. The assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intension of acquiring the whole or any part of the property or any improvement schemes and if such encroachments shall be found to exist or if the Government or any local authority has any such intention of the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
24. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.
25. Loans will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee.
26. For the purpose of these conditions time shall be of the essence of the contract.
27. In the event there is any balance of monies due to the Developer/Registered Proprietor by the Assignor under their original Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.
28. In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer and/or any other relevant authorities, this sale shall be null and void and be of no further effect and the Assignee shall refund the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the Assignee or any other party in respect of this sale, and the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
29. In the event of any discrepancy, miss-statement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.
30. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
31. The Assignee/Bank be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.
32. **REAL PROPERTY GAINS TAX**
 - a) If so required pursuant to the provision of the Real Property Gains Tax Act, 1976 (hereinafter referred to as "the said Act") and for the purpose of this sale, the Purchaser shall pay a sum equivalent to 3% of the Purchase Price or any sum required by the said Act to the Director General of Inland Revenue Malaysia within sixty (60) days from the date of disposal of the Property.
 - b) The Purchaser shall forward the proof of payment in respect thereof within fourteen (14) days from the date of the payment to the Assignee in order to enable the Assignee to obtain exemption and certificate of clearance from the Director of Inland Revenue Malaysia.
 - c) In default of payment of the 3% or any sum required by the said Act within the time and manner stipulated in the provisions of the Real Property Gains Tax Act, 1976, the Purchaser shall in all circumstances whatsoever be responsible and liable to pay the requisite 3% or any requisite sum required by the said Act with its/his/her own and absolute costs and expenses and the Purchaser shall not be entitled to claim or demand whatsoever against the Assignee in respect thereof.

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 which 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 being 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 **e22Bid** 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 **e22Bid** 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.