

# PROCLAMATION OF SALE

IN THE MATTER OF THE PROPERTY SALE AGREEMENT, PROPERTY PURCHASE AGREEMENT, DEED OF ASSIGNMENT (BY WAY OF SECURITY) AND POWER OF ATTORNEY ALL DATED 11TH DAY OF MARCH, 2010

BETWEEN

MBSB BANK BERHAD (REGISTRATION NO. 200501033981) (716122-P)

ASSIGNEE/BANK

AND

JALALI BIN SALLEH (NRIC NO.: 590404-71-5639/H6020588)  
SITI AISHAH BINTI JALALI (NRIC NO.: 810702-12-6180)

ASSIGNOR/CUSTOMER  
CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Property Sale Agreement, Property Purchase Agreement, Deed Of Assignment (By Way Of Security) And Power Of Attorney All Dated 11th Day Of March, 2010 entered into between the Assignee/Bank and the Assignor/Customer in respect of the Sale & Purchase Agreement entered into between Sahak Bin Hamid ("the Vendor") and the Assignor/Customer dated the 01<sup>st</sup> day of August, 1995 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 WEDNESDAY, THE 25<sup>TH</sup> DAY OF JUNE, 2025,

AT 2.30 P.M. IN EVENING

or via our website at [WWW.EHSANAUCTIONEERS.COM](http://WWW.EHSANAUCTIONEERS.COM)

(For Online Bidding)

(Bidder registration must be made at least one (1) working day before auction date and bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time)

NOTE:

Prior to the auction sale, Prospective bidders are advised to:

(i) Seek independent legal advice on the Conditions Of Sale herein

(ii) Inspect the subject property

(iii) Check on the issuance of separate individual/strata title

(iv) Conduct an official and / or private land search at the relevant Land Office and/or other relevant authorities

(v) Make the necessary enquiries with the Developer and/or Proprietor and/or State Authorities and/or relevant bodies on the necessary confirmations/terms of consent to the sale herein prior to the auction sale

(vi) Conduct and rely on their own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided. Prospective bidders are also advised that no reliance may be placed on any statement(s) or representation(s) made in this Proclamation Of Sale or by the Auctioneer at the auction concerning the subject property and that any prospective bidder(s) who choose(s) to rely on such statement(s) or representation(s) do(es) so at his/her/their own risk. The successful bidder(s) ("the Purchaser(s)") shall immediately upon the sale undertake to apply for and obtain the necessary confirmations/consent to transfer or assign (if any) from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies.

### PARTICULARS OF PROPERTY

MASTER TITLE NO. & LOT NO.	: CL 075409335
DISTRICT / STATE	: Sandakan / Sabah
LAND AREA	: About 102.6 square metres (Approx. 1,104 square feet)
TENURE	: Assumed to be held under 99-year leasehold interest upon the issuance of individual title
VENDOR	: Sahak Bin Hamid
DEVELOPER	: Boomcess Sdn Bhd
ENCUMBRANCE	: Assigned to MBSB BANK BERHAD

### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property a double storey cluster house identified as Developer's Parcel No. Lot 38, Taman Rajawali, Sandakan, Sabah and bearing postal address at No. Lot C38, Taman Rajawali, Batu 7, Jalan Labuk, 90000 Sandakan, Sabah.

### RESERVE PRICE

The subject property will be sold on an "as is where is" basis, subject to a reserve price of **RM170,000.00 (RINGGIT MALAYSIA ONE HUNDRED SEVENTY THOUSAND ONLY)**, subject to the Conditions of Sale as printed in the Proclamation of Sale and by way of an Assignment from the above Assignee/Bank subject to the necessary confirmations/consent being obtained by the successful bidder ("the Purchaser") from the Developer and/or other relevant authorities. **Any arrears of quit rent, assessment, taxes, rates and maintenance charges** which are lawfully and rightfully due and payable to the Developer and/or other relevant authorities up to the date of the auction sale shall be paid out of the purchase money. **Bidders are further subject to the Terms & Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com).**

All intending bidders are required to deposit with the Auctioneer 10% of the fixed reserve price for the said property by **BANK DRAFT** or **CASHIER'S ORDER** only in favour of **MBSB BANK BERHAD** for **SITI AISHAH BINTI JALALI** before the commencement of the auction prior to the auction sale remit the same through online banking transfer, one (1) working day before auction date and the balance of the purchase price (90%) shall be paid within one hundred and twenty (120) days from the date of the auction sale

**FOR FURTHER PARTICULARS**, please refer to **Messrs. Tan Arthur Borine & Partners**, Solicitors for the Assignee/Bank at 1<sup>st</sup> floor, lot 1-1-5 & 2-1-4, 2<sup>nd</sup> floor, lot 1-2-4B & 1-1-5B, Kolam Centre Phase 2, Jalan Lintas, 88300 Kota Kinabalu, Sabah (Ref No.: (TAB/MBSB/203748/24), Tel No.: 088-270957, Fax No.: 088-270967) or the undermentioned Auctioneer:- Please refer to the Terms & Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) on the manner of payment of the deposit.

### EHSAN AUCTIONEERS SDN BHD (Co. No. 617309-U)

Suite C-20-3A, Level 20, Block C, Megan Avenue II,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur  
Tel. No.: 03-2161 6649 Fax No.: 03-2161 6648 Hp No.: 016-2161 047  
Our Ref. No.: WAWA/MBSBI-0288/TABP(2)  
E-mail: [hema@ehsanauctioneers.com](mailto:hema@ehsanauctioneers.com),  
Website: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)  
HP NO.: 016 2161 047 (CALL, WHATSAPP & SMS)

DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)  
/ ABDUL RAHIM BIN HUSSIN  
(Licensed Auctioneers)

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN JUALAN HARTANAH, PERJANJIAN BELIAN HARTANAH, SURATIKATAN PENYERAHAN HAK (SECARA SEKURITI) DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 11HB MAC, 2010

ANTARA

MBSB BANK BERHAD (NO. PENDAFTARAN 200501033981) (716122-P)

PIHAK PEMEGANG SERAHHAK/BANK

DAN

JALALI BIN SALLEH (NO. K/P: 590404-71-5639/H6020588)  
SITI AISHAH BINTI JALALI (NO. K/P: 810702-12-6180)

PIHAK PENYERAH HAK/PIHAK PELANGGAN  
PIHAK PELANGGAN

Menurut kuasa dan hak yang telah kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Jualan Hartanah, Perjanjian Belian Hartanah, Suratikatan Penyerahan Hak (Secara Sekuriti) Dan Surat Kuasa Wakil Kesemuanya Bertarikh 11hb Mac, 2010 diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pelanggan dan berkenaan dengan Perjanjian Jual Beli di antara Sahak Bin Hamid ("Penjual") dan Pihak Penyerahhak/Pelanggan yang bertarikh 01hb Ogos, 1995 adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah

**AKAN MENJUAL HARTANAH YANG DIHURAikan DI BAWAH SECARA**

**LELONGAN AWAM**

**PADA HARI RABU, 25HB JUN 2025,**

**JAM 2.30 PETANG**

**atau melalui laman web kami di WWW.EHSANAUCTIONEERS.COM**

**(Bagi Tawaran Secara Talian)**

(Pendaftaran pembida hendaklah dibuat sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan dan pembida dikehendaki untuk log masuk pautan yang diberikan dan diminta bersedia sebelum masa lelongan)

NOTA: Sebelum jualan lelongan, Bakal-bakal pembeli adalah dinasihatkan agar:

- (i) Meminta nasihat bebas daripada pihak Guaman mengenai Syarat-syarat Jualan di sini
- (ii) Memeriksa hartanah tersebut
- (iii) Membuat pengesahan dan / atau pemeriksaan sekiranya hakmilik individu dan hakmilik strata telah dikeluarkan
- (iv) Membuat carian hakmilik secara rasmi dan / atau persendirian di Pejabat Tanah dan/atau lain-lain Pihak Berkuasa yang relevan
- (v) Membuat pertanyaan yang diperlukan dengan pihak Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri, dan/atau badan-badan yang relevan mengenai pengesahan-pengesahan/ terma-terma kebenaran yang diperlukan untuk jualan sebelum jualan lelong
- (vi) Membuat dan bergantung pada carian sendiri, pertanyaan, penyiasatan dan penentusahan mengenai ketepatan dan kebenaran butir-butir dan maklumat yang dikemukakan. Bakal-bakal pembeli adalah dinasihatkan bahawa pergantungan tidak boleh dibuat pada kenyataan-kenyataan atau representasi-representasi yang dibuat pada Perisytiharan Jualan ini atau oleh Pelelong pada masa lelongan berkenaan dengan hartanah yang diperihalkan dan mana-mana bakal pembeli yang memilih untuk bergantung pada kenyataan-kenyataan atau representasi-representasi tersebut berbuat demikian atas risiko sendiri. Penawar yang berjaya ("Pembeli") sebagai sahaja selepas jualan mengakukan untuk memohon dan mendapatkan pengesahan/ kebenaran yang diperlukan untuk pindaanmilik atau serah hak (jika ada) daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan.

## BUTIR-BUTIR HAKMILIK

NO. HAKMILIK INDUK & NO. LOT : CL 075409335  
DAERAH / NEGERI : Sandakan / Sabah  
KELUASAN TANAH : Anggaran 102.6 meter persegi (Anggaran 1,104 kaki persegi)  
PENGANGAN : Diandaikan pajakan selama 99 tahun dari tarikh hakmilik individu dikeluarkan  
PENJUAL : Sahak Bin Hamid  
PEMAJU : Boomcess Sdn Bhd  
BEBANAN : Diserah hak kepada MBSB BANK BERHAD

## LOKASI DAN PERIHAL HARTANAH

Harta tersebut adalah sebuah rumah kluster dua tingkat yang dikenali sebagai Petak Pemaju No. Lot 38, Taman Rajawali, Sandakan, Sabah dan beralamat di No. Lot C38, Taman Rajawali, Batu 7, Jalan Labuk, 90000 Sandakan, Sabah.

## HARGA RIZAB

Hartanah tersebut akan dijual dalam "keadaan sepertiimana sediaada" dan tertakluk kepada satu harga rizab sebanyak **RM170,000.00 (RINGGIT MALAYSIA SATU RATUS TUJUH PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhak dari Pihak Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh pengesahan/ kebenaran yang diperlukan daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan (jika ada). **Segala bayaran cukai pintu, cukai tanah, cukai taksiran dan termasuk caj penyelenggaraan** yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian.

Semua penawar yang ingin membuat tawaran dikehendaki mendeposit kepada Pelelong sebelum lelongan, **10% daripada harga rizab dalam bentuk Bank Draf atau Kasyier Order** di atas nama MBSB BANK BERHAD bagi SITI AISHAH BINTI JALALI atau melalui pemindahan perbankan atas talian kepada Pelelong, sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan awam dan baki wang belian (90%) hendaklah dibayar oleh Pembeli dalam tempoh satu ratus dua puluh (120) hari dari tarikh jualan.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan Tetuan Tan Arthur Borine & Partners, Peguamcara bagi Pihak Pemegang Serahhak/Bank di 1st floor, lot 1-1-5 & 2-1-4, 2nd floor, lot 1-2-4B & 1-1-5B, Kolam Centre Phase 2, Jalan Lintas, 88300 Kota Kinabalu, Sabah (Ref No.: TAB/MBSB/203748/24), Tel No.: 088-270957, Fax No.: 088-270967) atau Pelelong yang tersebut di bawah ini:- Bakal pembida juga boleh melayari laman web www.ehsanauctioneers.com untuk maklumat lanjut.

## EHSAN AUCTIONEERS SDN BHD (No. Syarikat 617309-U)

Suite C-20-3A, Level 20, Block C, Megan Avenue II  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur  
No. Tel.: 03-2161 6649 No. Faks: 03-2161 6648 No. Hp: 016-2161 047  
No. Ruj. Kami : WAWA/MBSBI-0288/TBAP(2)  
E-mail: hema@ehsanauctioneers.com  
Website: www.ehsanauctioneers.com  
HP NO.: 016 2161 047 (CALL, WHATSAPP & SMS)

## DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)

/ ABDUL RAHIM BIN HUSSIN  
(Pelelong Berlesen)

# CONDITIONS OF SALE

## 1.0 THE PROPERTY AND THE RESERVE PRICE

- 1.1. The property particulars of which are described in the Proclamation of Sale ("**Property Details**") 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 ("**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.

## 2.0 THE AUCTIONEER

- 2.1 The Auctioneer conducting the auction sale of property shall be as named in the Proclamation of Sale and/or an Auctioneer so appointed/engaged by the Auctioneer or the Auctioneer's Company ("**Licensed Auctioneer**").
- 2.2 The Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the Assignee of the property, **MBSB BANK BERHAD**.

## 3.0 THE BIDDERS

- 3.1 All intending bidders (Site Bidding) 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.
- 3.2 All Online Bidder shall be required to follow the requirement as per the Online Terms and Conditions of Sale prior to the commencement of the auction vide online, failing which they shall not be entitled to participate in the bidding.
- 3.3 In the event that Auctioneer in his absolute discretion so request, the intending bidders shall deposit with the Auctioneer a photocopy of their respective identity cards.
- 3.4 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/she is bidding the property for.
- 3.5 Prior to the commencement of the auction sale the agent shall disclose to the Auctioneer that he/she will be bidding the property in his capacity as an agent for the principal. The agent shall further prior to the commencement of the auction sale disclose to the Auctioneer the identity of the principal.
- 3.6 The agent shall deposit with the Auctioneer prior to 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.
- 3.7 A person who has not reached the age of majority as defined under the **Age of Majority Act 1971 (Act 21)**, which is **eighteen (18)** years of age at the date of the auction sale or a bankrupt shall not be permitted to bid in his personal capacity or act as an agent of the principal at the auction sale.
- 3.8 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchaser Deposit, as the case may be, shall be forfeited by **MBSB BANK BERHAD** and the property may be put up for sale again at a date to be fixed by **MBSB BANK BERHAD**.
- 3.9 Where the bidder is a foreigner or a foreign controlled company, it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulation and guidelines to purchase the Property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
- 3.10 **MBSB BANK BERHAD** may exercise their right to reconsider the bidding process in the event **MBSB BANK BERHAD** right are not adequately protected for any reason whatsoever.

## 4.0 BIDDING PRICE

- 4.1 Prior to the commencement of the auction sale, all persons or parties intending to bid for the property at the auction sale shall be deposit with the Auctioneer a valid **Bank Draft** or **Cashier's Order** drawn of **MBSB BANK BERHAD** for a sum equivalent to **ten per centum (10%)** of the Reserve Price ("**The Bidding Deposit**").
- 4.2 The auction sale shall be deemed to have commenced upon being so declared by the Auctioneer.
- 4.3 Any party failing to deposit the bidding deposit with the Auctioneer within the time and in the manner specified in paragraph 4.1 hereto shall not be permitted to participate at the auction sale.
- 4.4 Notwithstanding anything herein stated **MBSB BANK BERHAD** shall be permitted to bid at the auction sale without having to deposit with the Auctioneer the bidding deposit.

## 5.0 THE SITE BIDDING (IF ANY)

- 5.1 Each new bid shall not less than immediately preceding bid.
- 5.2 All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the auction sale.
- 5.3 The Auctioneer shall have the right to refuse any bid.
- 5.4 A bid once made shall not be withdrawn.
- 5.5 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 price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 5.6 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser ("**The Purchaser**").

## 6.0 THE ONLINE BIDDING

- 6.1 Each new bid shall not less than immediately preceding bid.
- 6.2 All increments in the bids shall not be 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 Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Bidder may submit their bid at any of these stages of biddings. (Please change this clause to suit your online system procedure. If there is no change please maintained this clause)
- 6.5 When system displays "No More Bid. No further bids will be accepted by the Auctioneers
- 6.6 The bidder with the highest bid shall be declared as Successful Bidder upon the fall of hammer.
- 6.7 A bid once made shall not be withdrawn.
- 6.8 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 price and the Auctioneer shall at the auction sale decide on the dispute and such decision by the Auctioneer shall be final.
- 6.9 Subject to the Reserve Price the highest bidder for the property at the auction sale shall be declared by the Auctioneer to be the successful Purchaser ("**The Purchaser**").

## 7.0

### PERMITTED PURCHASER

- 7.1 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 conditions that the property can only be sold to an individual, or certain category of persons or corporate body, e.g Malay, a Bumiputra or a Malay Company or Bumiputra Company (**"The Permitted Purchaser"**), then the property shall only be sold to the permitted Purchaser.
- 7.2 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 permitted purchase.

## 8.0

### 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 the Conditions of Sale and the Proclamation of Sale shall in their entirety form the contract of the sale for the property (**"The Contract 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 **Ten per centum (10%)** as the case may of the Purchase Price shall be paid by the Purchaser upon the 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 **MBSB BANK BERHAD** which together will form the Purchase Deposit. **Please refer to the Terms & Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) for the manner of payment of the same**
- 8.6 The Auctioneer shall upon receipt of the Purchase Deposit release the said sum which in the form of **Bank Draft or Cashier's Order** to **MBSB BANK BERHAD**.
- 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 dishonoured for any reason whatsoever when presented by **MBSB BANK BERHAD** for payment the Purchaser shall be deemed to have committed a breach of terms and conditions of the auction sale and the consequences set out in paragraph 8.8 hereto shall ensue.
- 8.8 In the event the Purchaser shall commit a breach, the bidding deposit shall be forfeited absolutely to **MBSB BANK BERHAD** and **MBSB BANK BERHAD** may in its absolute discretion upon such terms and conditions and at such time **MBSB BANK BERHAD** deems fit to put the property up for resale. **MBSB BANK BERHAD** shall be further entitled to recover from the Purchaser all costs and expenses in connection with and resulting from such resale. The Purchaser shall be further liable to **MBSB BANK BERHAD** for any shortfall in the sale price obtained at the resale and Purchase Price (**"The Resale Shortfall"**). A certificate duly signed by an authorized officer of **MBSB BANK BERHAD** as to the amount of the Resale Shortfall and the Purchaser as bindingly correct and conclusive shall accept the costs and the expenses in connection with resulting from such resale for all purposes including legal proceedings. The certified amount shall be paid by the Purchaser to **MBSB BANK BERHAD** not later than **seven (7) days** from the date of the demand made by **MBSB BANK BERHAD**.
- 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 **MBSB BANK BERHAD** without any set-off not later than **one hundred twenty (120) days** from the date of the Contract of Sale (**"The Due Date"**).
- 8.10 The Balance Purchase Price shall be paid to **MBSB BANK BERHAD** by way of **Bank Draft or Cashier's Order** drawn in favour of **MBSB BANK BERHAD**.
- 8.11 Upon the written request by the Purchaser before the expiry date, **MBSB BANK BERHAD** in its absolute discretion may but shall be under no obligation to extend the due date for such period or periods as **MBSB BANK BERHAD** deems fit (**"The Extended Due Date"**).
- 8.12 Notwithstanding anything contains herein, and subject to the Assignee/Bank's discretion, the Assignee/Bank may on written application by the Purchaser to consider extension of time to pay the Balance Purchase Price and subject to the following:
- (i) agree to grant the extension of time unconditionally, or
  - (ii) **refuse the request, in which case the Purchase Deposit shall be forfeited upon expiry of the Due Date, or**
  - (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment compensation at such rate/amount as the Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser. In the event that, the Purchaser settles the Balance Purchase Price within the stipulated or extended time, any late payment compensation paid shall remain **nonrefundable**.
- The application to request for an extension of time must be made by the Purchaser at least 21 days before the completion date.
- 8.13 In the event that the Purchaser for any reason whatsoever (**save and except where it is due to the default of the MBSB BANK BERHAD**) fails to pay the Balance Purchase Price by the Due Date of the Extended Due Date, as the case may be, the Purchaser shall be deemed to be in the breach of the Contract of Sale, the Purchase Deposit shall be forfeited absolutely to **MBSB BANK BERHAD** and the consequences as set out in paragraph 8.8 shall ensue.

## 9.0

### WHERE THE BANK IS THE PURCHASER

- 9.1 In the event that **MBSB BANK BERHAD** is the successful bidder and so declared the PURCHASER by the Auctioneer, **MBSB BANK BERHAD** shall have the liberty to set-off the Purchase Price against the amount due and owing to **MBSB BANK BERHAD** by the Assignor pursuant to the security documents referred to in the Proclamation of Sale.

- 10.0 WITHDRAWAL OF SALE AND RESALE**
- 10.1 **MBSB BANK BERHAD** 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.
- 10.2 **MBSB BANK BERHAD** further reserve the right to sell the property withdrawn at any time at the bank's absolute discretion upon such price with the terms and conditions as the bank deems fit.
- 10.3 **MBSB BANK BERHAD** has absolute discretion to terminate the Contract of Sale in the event that the sale cannot be preceded to any reason whatsoever. In such event **MBSB BANK BERHAD** shall refund the deposit and amount paid by the bidder to **MBSB BANK BERHAD** free from interest.
- 11.0 SEPARATE DOCUMENT OF TITLE**
- 11.1 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 Assignee/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) 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 Assignee/Bank to the Purchaser as may be required;
- (i) 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 at 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 Assignee/Bank, The Assignee/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
- (ii) 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 Assignee/Bank's solicitors for the Assignee/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 Assignee/Bank's solicitors for the Assignee/Bank's or the Assignee/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 executed 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 Assignee/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.
- 12.0 CONSENT**
- 12.1 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**"). All fees charges and expenses including the administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or transfer of the property by the Developer and/or Proprietor shall be borne by the Purchaser.
- 12.2 The Purchaser shall forward or caused to be forwarded to the Solicitors for **MBSB BANK BERHAD** a copy of each of the applications referred to in paragraph 12.1 above and a copy each of the approvals and/or consents when obtained and keep the Solicitors for **MBSB BANK BERHAD** informed at all time the status of the applications and the Purchaser and/or his/her solicitor shall fulfill all the granted subject to conditions imposed by the Developer.
- 12.3 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 **MBSB BANK BERHAD**, then **MBSB BANK BERHAD** shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and **MBSB BANK BERHAD** shall refund all monies paid by the Purchaser towards the account of the Purchase Price free from interest less the costs and fees incurred by **MBSB BANK BERHAD** in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against **MBSB BANK BERHAD**, the Solicitors, the Auctioneers or any party/parties on account thereof.
- 13.0 FAILURE TO OBTAIN CONSENT/SALE BEING SET ASIDE**
- 13.1 In the event that the 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 **MBSB BANK BERHAD**, be deemed rescinded.
- 13.2 Upon such rescission **MBSB BANK BERHAD** shall refund to the Purchaser free of interest all monies received by **MBSB BANK BERHAD** from the Purchaser towards the account of the Purchase Price in exchange for the return of all documents intact (if any), **free from interest less the costs and fees incurred by MBSB BANK BERHAD in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims demands whatsoever against MBSB BANK BERHAD, the Solicitors, the Auctioneers of any party/ies on account thereof.**
- 13.3 In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault (including but not limited to the failure to obtain approval from relevant authorities with regards to the property under "Bumi Lot" and Low Cost status), this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.

- 13.4 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, **MBSB BANK BERHAD** shall be entitled to forfeit the Bidding Deposit and the Purchase Deposit paid pursuant to Clause 4.1 and Clause 8.5.

#### 14.0 LETTER OF UNDERTAKING

- 14.1 **MBSB BANK BERHAD** shall not be under obligation to issue any letter of undertaking relating to the refund of the Purchase Price or relating to the property to any financier of the Purchaser notwithstanding that the Purchaser may obtain a loan/financing facility to finance the purchase of the property. **In the event MBSB BANK BERHAD decided to issue any letter of undertaking as requested, the issuance of such undertaking is confine strictly to the content of the letter of undertaking and does not amount to any waiver, forbearance or estoppel of any right confers to MBSB BANK BERHAD herein.**

#### 15.0 COMPLETION

- 15.1 As soon as practicable after the receipt in full by **MBSB BANK BERHAD** of the Balance Purchase Price together with all ta'widh on late payment (if any) **MBSB BANK BERHAD** shall execute or caused to be executed in favour of the Purchaser an assignment of all right, 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 over the property ("**The Deed of Assignment**")
- 15.2 The Purchaser's solicitors upon such terms shall prepare the Deed of Assignment and a condition stipulated by **MBSB BANK BERHAD** at its absolute discretion.
- 15.3 **MBSB BANK BERHAD** shall upon such execution forward to the Purchaser or the Purchaser's financier or their Solicitors, as the case may be in the possession of **MBSB BANK BERHAD** ("**The Related Document**").
- 15.4 Where MBSB Bank Berhad is in actual possession of the original related documents, subject to no shortfall between the total outstanding financing the Purchaser or the Purchaser's financier or their Solicitors as the case may be.
- 15.5 The Purchaser shall bear all costs and expenses including but not limited to the legal fee stamp duty 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.

#### 16.0 TAXES

- 16.1 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.

#### 17.0 DESCRIPTION ON THE PROPERTY

- 17.1 The property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described.
- 17.2 All potential bidders 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.
- 17.3 In the event of any error, mis-statement, omission and/or mis-description of any kind relating to the property in the Proclamation of Sale or any other documents, such error, mis-statement, omission and/or mis-description shall not in any manner annul the sale, nor shall there be and adjustment of the Purchase Price nor shall compensation be allowed nor shall **MBSB BANK BERHAD** be open to any liability of any form.

#### 18.0 NO VACANT POSSESSION

- 18.1 The Purchaser shall upon full payment of the Balance Purchase Price together with all late payment compensation (if any) be entitled at his/her own costs and expenses take possession of the property.
- 18.2 **MBSB BANK BERHAD** shall not be under any obligation whatsoever to deliver vacant possession of the property or forward to the Purchaser or any party/parties any keys to the property.

#### 19.0 OUTGOINGS

- 19.1 Apportionment on any arrears of quit rent, assessment, taxes, rates and maintenance charges due and payable in respect of the property up to the date of Contract of Sale shall be paid by **MBSB BANK BERHAD** upon receipt of full auction proceeds. All such sums accruing due and payable from the date of the Contract of Sale shall be borne and paid by the Purchaser. In this regard, it shall be the duty of the Purchaser to obtain copies of the Outstanding Charges from the relevant authorities and/or the Developer and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's/Bank's Solicitors for approval within Seven (7) days from the date of payment of balance purchase money failing which the Assignee will give Seven (7) days notice to the Purchaser to forward the outstanding charges and after the completion of the notice, if the purchaser failed to comply with the notice, the Assignee will not be held liable to pay the outstanding charges of auction sale.
- 19.2 **MBSB BANK BERHAD** shall not be liable to make payment or to deduct from the Purchase Price or from the interest on late payment (if any) any outstanding progress payment due to the Developer utilities/bills relating to the property namely water, electricity, telephone, gas, sewerage and other utilities.
- 19.3 The Purchaser shall bear and pay all fees in connection with, incidental to or pursuant to Assignment and all other documents necessary for effecting the transfer of assigning the beneficial ownership in the property to the Purchaser.

#### 20.0 RISK

- 20.1 With effect from the date of the Contract of Sale, solely between the Purchaser and **MBSB BANK BERHAD**, 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.
- 20.2 The placement of risk as herein provided shall be solely as between Purchaser and **MBSB BANK BERHAD** for the purpose of determining the liability of the parties to the Contract of the Sale and shall not in any manner affect or intended to affect the /takaful certificate which may be subsisting or which may be taken up to cover the property.
- 20.3 Unless expressly provided herein, **MBSB BANK BERHAD**, 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.

#### 21.0 NO ASSIGNMENT / NOMINATION

- 21.1 The Purchaser shall not without the written consent of the Bank, be entitled to nominate a third party to be the purchaser or Assignee/Bank 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.

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.

#### 22.0 GOVERNMENT ACQUISITION

- 22.1 **MBSB BANK BERHAD** 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 any adjustment or abatement of the Purchase Price. In this respect, upon the full payment of the Purchase Price by the Purchaser to the bank together with all late payment compensation (if any) all compensation, which may be paid by the acquiring authority, shall belong to the Purchaser.

- 23.0 OUTSTANDING PAYMENT TO THE DEVELOPER**
- 23.1 In the event the property in which there is/are outstanding progressive payment due to the developer, and the purchaser shall require a financing to enable purchaser to complete the purchase herein, the Purchaser shall undertake to pay the balance of progressive payment of his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from original undertaking in which to be settled within the due date from the date of Sale".
- 23.2 In the event of Purchaser shall not enquire /financing to complete the purchase, the Purchaser shall within **the due date** from the date of sale provide bank guarantee in favour of Developer or pay the balance progressive payment to the developer and to release the Assignee/Bank from its original undertaking.
- 23.3 Any payment due and payable to the developer after the date of sale including balance progressive payment charges, interest and penalty shall be borne by the Purchaser absolutely.
- 23.4 In the event successful Purchaser fail, neglect or refuse to procure letter of undertaking / bank guarantee / payment as mentioned in the manner and at the time stipulated in clause 23.1 or clause 23.2 above, **MBSB BANK BERHAD** shall be entitled to terminate the sale by notice in writing to successful Purchaser whereon the deposit refund in clause 4.0 shall be forfeited by the **MBSB BANK BERHAD**.
- 24.0 TIME OF THE ESSENCE**
- 24.1 Time wherever mentioned herein shall be of the essence.
- 24.2 Notwithstanding that time mentioned herein may be extended from time to time; time shall remain of the essence for and after each extension.
- 25.0 LANGUAGES**
- 25.1 The Proclamation of Sale, Conditions of Sale and the Memorandum may have been translated and published in different forms and languages. In the event of any discrepancies, misstatement, omission or error appearing in the various forms and languages, this English version shall prevail.
- 26.0 DEFINITION**
- 26.1 All heading used herein shall be for ease of reference only and shall not affect the interpretation of these Conditions of Sale, Memorandum or the Proclamation of Sale.
- 26.2 All references to the singulars shall include the plural and all references to the masculine gender shall include the feminine gender.
- 27.0 PERSONAL DATA PROTECTION ACT**
- 27.1 (Auctioneer name) is committed to protect the privacy, confidentiality and security of all personal data to which it is entrusted.
- It has been Auctioneers policy to ensure the Purchaser and/or the Purchaser's Agent personal information is protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), Auctioneers are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.
- Auctioneers will process personal data which the Purchaser and/or the Purchaser's Agent have provided to Auctioneers voluntarily through Auctioneers website upon the Purchaser and/or the Purchaser's Agent registration and this includes personal data such as the Purchaser and/or the Purchaser's Agent name, address, NRIC and contact details. In this regard, the Purchaser and/or the Purchaser's Agent have expressly consent to our processing of your personal data.
- If the Purchaser give Auctioneers personal data or information about another person, the Purchaser must first confirm that he/she has appointed the Purchaser's Agent to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request the Purchaser assistance to procure the consent of such persons whose personal data is provided by the Purchaser to Auctioneers and the Purchaser agree to do so. The Purchaser shall indemnify Auctioneers in the event Auctioneers suffer loss and damage as a result of the Purchaser failure to comply with the same.
- (Auctioneers) will only retain the Purchaser and/or the Purchaser's Agent personal data for as long as necessary for the fulfilment of the specified purposes or as legislated.
- 27.2 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances whether intentionally or unintentionally.
- 27.3 Interested Bidders (Site Bidder) or E-Bidders (Online Bidder) agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service. In the event that the password is compromised, E-Bidders shall immediately notify (**EHSAN AUCTIONEERS SDN BHD**)
- 28.0 ONLINE TERMS & CONDITIONS**
- 28.1 Online Bidders shall also be bound by the Online Terms and Conditions of Sale contained at [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) in addition to the Conditions of Sale as stated herein. If there are conflicts or inconsistencies between the Online Terms and Conditions of Sale and the Conditions of Sale herein, the provisions in this Conditions of Sale shall prevail.

# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction this **25<sup>th</sup> day of June, 2025** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Principal Sale and Purchase Agreement dated the 20th day of June, 1990** entered into between **BOOMCESS SDN BHD** (The Vendor) of the first part and **SAHAK BIN HAMID** (The Purchaser) **Sale and Purchase Agreement dated the 01st day of August, 1995** entered into between **SAHAK BIN HAMID** (The Vendor) of the first part and **JALALI BIN SALLEH** (The Purchaser) of the other part in relation to the property identified as **Developer's Parcel No. Lot 38, Taman Rajawali, Sandakan, Sabah** and bearing postal address at **No. Lot C38, Taman Rajawali, Batu 7, Jalan Labuk, 90000 Sandakan, Sabah**, developed by **BOOMCESS SDN BHD** the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM\_\_\_\_\_**, and a sum of **RM\_\_\_\_\_** has been paid to the Assignee/Bank by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

**PURCHASER'S PARTICULARS: -**

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEL NO** \_\_\_\_\_

**PURCHASE MONEY: RM** \_\_\_\_\_

**DEPOSIT MONEY: RM** \_\_\_\_\_

**BALANCE DUE: RM** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF PURCHASER(S)**  
**AUTHORISED AGENT**

\_\_\_\_\_  
**FOR M/S TAN ARTHUR BORINE & PARTNERS**  
**SOLICITORS FOR THE ASSIGNEE/BANK**  
**NAME:** \_\_\_\_\_

\_\_\_\_\_  
**Messrs. Ehsan Auctioneers Sdn. Bhd.**  
**Dato' Haji Abdul Hamid Bin P.V. Abdu (D.I.M.P)**  
**/ Abdul Rahim Bin Hussin**  
**LICENSED AUCTIONEERS**



# **ONLINE TERMS AND CONDITIONS**

The Terms and Conditions specified herein shall govern all members of **www.ehsanauctioneers.com** ("EHSAN AUCTIONEERS SDN. BHD. website").

## **1. ELIGIBILITY OF E-BIDDERS**

- 1.1. Parties who are interested to participate in public auction ("E-Bidders") may do so by logging on to **EHSAN AUCTIONEERS SDN. BHD.** Website and register as a member.
- 1.2. E-bidders who register as a member to participate in the public auction via **EHSAN AUCTIONEERS SDN. BHD.** website shall: a. Be of 18 years and above, sound mind and not an undischarged bankrupt; b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; c. 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-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. 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. REGISTRATION OF E-BIDDERS**

- 2.1. E-Bidders shall provide true, current and accurate information to register as a member.
- 2.2. Individual E-Bidders are required to upload copies of identification documents.
- 2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution shall be uploaded.
- 2.4. E-Bidders only need to register as member once and the registered E-Bidder's member name and password can be used for the subsequent auctions on the **EHSAN AUCTIONEERS SDN. BHD.** Website.
- 2.5. 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.
- 2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, 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 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. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and **EHSAN AUCTIONEERS 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.
- 2.7. The registration of an individual or company as a member on the **EHSAN AUCTIONEERS SDN. BHD.** website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

## **3. HOW TO BID**

- 3.1. E-Bidders may browse through the **EHSAN AUCTIONEERS SDN. BHD.** website and select the properties they wish to bid & click VIEW DETAIL to see more.
- 3.2. Bidders need to click **REGISTRATION FOR ONLINE BIDDER** button.
- 3.3. E-Bidders are required to agree and accept the **EHSAN AUCTIONEERS SDN. BHD.** website Terms & Conditions before proceeding with the bid.
- 3.4. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **EHSAN AUCTIONEERS SDN. BHD.** website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale.
- 3.5. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. **10%** of the reserve price. Payment of the deposit must be made via local bank transfer to **MBSB BANK BERHAD** in favour of **EHSAN AUCTIONEERS SDN. BHD.** (BIDDER DEPOSIT) Account No: **1005 0131 0000 1539**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 3.6. E-Bidders 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 **EHSAN AUCTIONEERS SDN. BHD.** website latest by **3.00 P.M.**, at least one (1) working day before the auction date.
- 3.7. Registration shall be subject to verification and approval of **EHSAN AUCTIONEERS SDN. BHD.** website and subject further to deposit payment being cleared by the bank. Please take note that approval from **EHSAN AUCTIONEERS** 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 **EHSAN AUCTIONEERS SDN. BHD.** website. Neither **EHSAN AUCTIONEERS 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 two (3) working days.
- 3.8. After Online Registration done, bidder can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.9. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
  - a. The person's NRIC copy (front and back); and
  - b. A copy of the relevant Letter of Authorization.
- 3.10. Upon approval and verification by **EHSAN AUCTIONEERS** administrator and subject to the deposit payment being cleared by the bank, registered E-Bidders can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

## **4. BIDDING PROCEDURES**

- 4.1. Bidders have to login at **EHSAN AUCTIONEERS SDN. BHD.** Website using the same registered email 30 minute before Auction Time.
- 4.2. Bidders have to click **VIEW BID SCREEN BUTTON** beside the status to show the bidding screen. Once enter the bidding screen bidders will be on **STANDBY MODE** 30 minute before the auction started.
- 4.3. Bidding shall generally commence based on the sequence of the lot being shown on the **EHSAN AUCTIONEERS SDN. BHD.** website. However, the Auctioneer has the right to vary this sequence without notice.
- 4.4. It shall be the responsibility of registered E-Bidders to log in through the **EHSAN AUCTIONEERS SDN. BHD.** website to wait for their turn to bid for the property lot in which they intend to bid.

- 4.5. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.
- 4.6. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
- 4.7. "Standby mode" is displayed, followed by a message stating **"AUCTION STARTED"**. Enter your BID by clicking **"NEXT BID"** button.
- 4.8. Each bid will be called for 3 times, **"FIRST CALLING", "SECOND CALLING", "FINAL CALL"**. Registered E-Bidders may submit their bid at any of these stages of biddings by click the bid amount.
- 4.9. Any bid by the registered E-bidders shall not be withdrawn once entered.
- 4.10. 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 **BIDDING SCREEN**.
- 4.11. When system displays **"NO MORE BIDS"**, no further bids will be accepted by the Auctioneer, whether on-site or through the **EHSAN AUCTIONEERS SDN. BHD.** website.
- 4.12. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 4.13. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
- 4.14. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
- 4.15. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
- 4.16. The information shown and/or prompted on the screen handled by the **EHSAN AUCTIONEERS 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. POST PUBLIC AUCTION

- 5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum of Sale and pay the difference between **10%** of the purchase price and the deposit paid under clause 3.5 above ("differential sum") at the office of the Auctioneer within **same day** from the date of auction, failing which the deposit paid will be forfeited to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.5 above and the differential sum paid under this clause (If any) to the Assignee Bank.
- 5.2. Any successful E-Bidders who is unable to attend to sign the Memorandum of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person at **EHSAN AUCTIONEERS SDN. BHD.** website. The authorised person shall provide the Letter of Authorisation signed by the successful E-bidder together with a copy of his/her identity card to the Auctioneer.
- 5.3. In the event if there is inconsistency between the personal details and documents uploaded in the **EHSAN AUCTIONEERS SDN. BHD.** website and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at his discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction.
- 5.4. The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitor for the Assignee Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
- 5.5. The Memorandum of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.

## 6. OTHER APPLICABLE TERMS & CONDITIONS

- 6.1. All registered E-bidders at **EHSAN AUCTIONEERS SDN. BHD.** website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
- 6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein.
- 6.3. E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.
- 6.4. The Auctioneer or the **EHSAN AUCTIONEERS SDN. BHD.** website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at **EHSAN AUCTIONEERS SDN. BHD.** website.
- 6.5. **EHSAN AUCTIONEERS** website is owned and operated by **EHSAN AUCTIONEERS SDN. BHD.** The E-Bidders agree and accept that **EHSAN AUCTIONEERS SDN. BHD.** or the Assignee Bank in which **EHSAN AUCTIONEERS SDN. BHD.** acts for or their Solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the **EHSAN AUCTIONEERS SDN. BHD.** website.

## 7. APPLICABLE LAWS AND JURISDICTION

- 7.1. The usage of **EHSAN AUCTIONEERS SDN. BHD.** website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
- 7.2. 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.

## 8. CONFIDENTIALITY OF INFORMATION

- 8.1. By accessing this **EHSAN AUCTIONEERS SDN. BHD.** website, the E-Bidders acknowledge and agree that **EHSAN AUCTIONEERS 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.
- 8.2. E-Bidders agree to accept all associated risks when using the service in the **EHSAN AUCTIONEERS SDN. BHD.** website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
- 8.3. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.

- 8.4. 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.
- 8.5. 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 **EHSAN AUCTIONEERS SDN. BHD.**

**9. INTELLECTUAL PROPERTY**

- 9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the **EHSAN AUCTIONEERS SDN. BHD.** website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from **EHSAN AUCTIONEERS SDN. BHD.** website.
- 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, **EHSAN AUCTIONEERS 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. 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.