

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT AND DEED OF ASSIGNMENT (PROPERTY)  
BOTH DATED 19TH DAY OF NOVEMBER, 2012

BETWEEN

OCBC BANK (MALAYSIA) BERHAD (199401009721 / 295400-W)

ASSIGNEE / BANK

AND

LUI CHEE HAU (NRIC NO: 811019-09-5193)

ASSIGNOR / BORROWER

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Facilities Agreement And Deed Of Assignment (Property) Both Dated 19th Day Of November, 2012** entered into between the **Assignee/Bank** and the **Assignor/Borrower** in respect of the **Sale and Purchase Agreement** between **Khor Wah Aun & Han Lin Chee ("The Vendor")** and **Lui Chee Hau ("The Purchaser")** dated **27<sup>th</sup> September, 2012** it is hereby proclaimed that the Said Assignee with the assistance of the undermentioned Auctioneer:-

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

VIA ONLINE BIDDING

ON TUESDAY, THE 10TH DAY OF DECEMBER, 2024

AT 10.30 A.M. IN THE MORNING,

AT WEBSITE [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

NOTE : (a) Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate title (ii) seek legal advice on the Conditions of Sale herein (iii) conduct official search on the parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies.  
(b) The Property will be sold subject to a reserve price (exclusive of Sales and Services Tax, which, if payable, shall be borne and paid by the Purchaser at the prevailing rate).  
(c) The Bank shall not be responsible for any delay, failure, error, omission or loss of information transmitted due to the failure of e-bidding website or internet access problems or any line interruption that occurs during the e-bidding process.

### PARTICULARS OF PROPERTY:-

Strata Title No. / Lot No.	:	Pajakan Negeri 8370/M1A/10/70, Lot No. 3192 together with Accessory Parcel No. A393
Mukim & District / State	:	Bandar Tanjung Tokong, Seksyen 1 / Timor Laut / Pulau Pinang
Developer's Parcel No	:	6, Storey No. 08, Building No. A, together with Accessory Parcel No. 400 Building No A, Condominium 24 Floor The Brezza Tanjung Tokong, Phase 1D, Penang
Tenure	:	Leasehold for 94 years expiring on 01.11.2100
Floor Area	:	119 square metres (1,281 square feet)
Vendor	:	<b>Khor Wah Aun (Nric No. 591223-02-5369) &amp; Han Lin Chee (Nric No. 650925-08-6374)</b>
Developer	:	<b>Uda Holdings Sdn Bhd</b>
Beneficial Owner (s)	:	<b>Lui Chee Hau</b>
Encumbrance	:	Assigned to <b>OCBC BANK (MALAYSIA) BERHAD</b> pursuant to the Sale Agreement and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or there over.

### LOCATION AND DESCRIPTION OF THE PROPERTY:-

The subject property comprises of a condominium unit identified **Developer's Parcel No. 6, Storey No. 08, Building No. A, together with Accessory Parcel No. 400 Building No A, Condominium 24 Floor The Brezza, Tanjung Tokong, Phase 1D, Penang** bearing postal address of **Unit No. A-8-6, The Brezza Condominium, Jalan Desiran Tanjung, Seksyen 1, 10470 Tanjung Tokong, Penang**

### RESERVE PRICE:-

The property will be sold on an "as is where is" basis and subject to a reserve price of **RM600,000.00 (RINGGIT MALAYSIA SIX HUNDRED THOUSAND ONLY)** only and subject to the **Conditions of Sale** and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the Developer and other relevant authorities, if any, is required, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authority. All expenses incurred in obtaining the said consent shall be borne by the Purchaser. **Any arrears of quit rent, taxes, rates, assessment, service / maintenance charges and sinking fund (including any late penalty interest)** which may be lawfully due to any relevant authority or the Developer or Proprietor or relevant third parties entitled thereto up to the date of successful sale of the subject property shall be borne out of the purchase price. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser and shall also bear all risks in relation to the purchase of the property.

The sale of the subject property may be subjected to any prevailing tax imposed by the Government of Malaysia. In such event where prevailing tax is payable, it shall be paid by the Purchaser in addition to the purchase price payable by the Purchaser.

All intending bidders are required to deposit 10% of the fixed reserve price by **bank draft** or cashier's order crossed "**A/C Payee only**" in favour of **OCBC BANK (MALAYSIA) BERHAD** prior to the sale with undermentioned Auctioneer and the balance purchase price to be settled within one hundred and twenty (120) days from the date of auction sale to the Assignee.

To get a copy of the Conditions of Sale and any further particulars, please contact **Messrs. See, Ramsun & Tan**, Solicitors for the Assignee herein whose address is at **No. 8, Tavoy Road, 10050 Penang, (Tel: 04 229 5811, Fax: 04 226 5988)** or the undermentioned Auctioneer at the address below.

**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

Our Ref: **LIANA/OCBC1447/SRT**

Website: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

E-mail: [hema@ehsanauctioneers.com](mailto:hema@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)

## **CONDITIONS OF SALE**

### **1) Assignee's Power of Sale**

This sale is made by **OCBC BANK (MALAYSIA) BERHAD** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by **Facilities Agreement And Deed Of Assignment (Property) Both Dated 19th Day Of November, 2012** executed by **LUI CHEE HAU** ("the Assignor/Borrower") and subject to all liabilities and obligations pertaining to the property.

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

### **2) Bidding**

Subject to these Conditions, the highest bidder (being so determined by the Auctioneer) shall be the Purchaser. The Auctioneer may refuse any bid or bids without giving any reasons. No bid shall be withdrawn or be less than the last previous bid. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid. The Auctioneer shall have the absolute right to withdraw the property at any time before the fall of the hammer, and either after or without declaring the reserve price. If any dispute shall arise as to bidding the Auctioneer's decision shall be final and conclusive.

### **3) Purchase by Assignee**

The Assignee reserves the right to bid for the property whether by itself or its agent or the Auctioneer (without payment of any deposit whatsoever). In the event the Assignee is declared the Purchaser, then the purchase price or so much as is applicable shall be set off against the indebtedness owing to the Assignee under the loan and security documentation on the date of sale, plus costs and expenses for the sale or incidental thereto.

### **4) Withdrawal of Bid**

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

### **5) Prior to the auction:**

a) The Assignee and / or the Auctioneer reserves the absolute right at any time to vary, alter or add to the Particulars and / or the Conditions of Sale;

b) All intending bidders (with exception of the Assignee) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD** or **remit the same through online banking transfer, one (1) working day before auction date** failing which they shall not be entitled to bid; **For online bidders, please refer to the Terms and Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) for manner of payment of the deposit**

c) Any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgement by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which the bidder shall be deemed to contract in his own name and not as agent for another;

d) All intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which they shall not be entitled to bid;

e) For Bumiputra lot and Malay Reserve Land, only Bumiputra are allowed to bid or act for and on behalf of the bidder.

### **6) Sale**

The successful bidder (except where the Assignee is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum ("the Memorandum"), and before 4.00 p.m. on the same day deposit with the Auctioneer further sums by way of bank draft, or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD** or **remit the same through online banking transfer, one (1) working day before auction date** which sums plus the monies deposited pursuant to Condition 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheque is dishonoured on presentation then Condition 8 shall take effect. The Auctioneer reserves the right to hold the Memorandum and not deliver the same to the Purchaser until all the cheques for the actual deposit have been cleared.

### **7) Completion**

a) Within 120 days from the date of the auction sale ("Payment Due Date"), the Purchaser shall deposit with the Solicitors appointed by the Assignee simultaneously:

i) A sum equivalent to 90% of the successful bid ("Balance Sum") by way of the bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to OCBC BANK (MALAYSIA) BERHAD, The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser;

ii) if sales and services tax is chargeable on the purchase price of the property, an additional sum equivalent to the sales and services tax, currently at 8% of the Purchase Price, shall be deposited by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to OCBC BANK (MALAYSIA) BERHAD; and

iii) A copy of the requisite consents of the Developer, Proprietor and / or State Authorities or relevant bodies approving the sale in favour of the Purchaser, if necessary, subject firstly to the Assignee being satisfied with the conditions if any imposed (otherwise the Assignee may terminate the sale under Clause 9)

Then the Assignee will execute an assignment (in form and substance acceptable to the Assignee) and deliver up the Related Documents to the Purchaser, but such sale and assignment of the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee shall not be required to assign the property to any person other than the Purchaser.

- b) If 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: -
- i) the Assignee shall not be at anytime 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);
  - ii) if there are any restrictions in interests affecting the Property, the Purchaser shall comply with the restrictions in interests and ensure that the sale is completed within the time period as stipulated in Clause 7 above;
  - iii) upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained 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 the completion of the sale and purchase and/or the transfer of the Property from the Assignee to the Purchaser as may be required;
  - iv) 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, the Assignee'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
  - v) 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 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 submit to the Assignee's solicitors for the Assignee'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's solicitors for the Assignee's or the Assignee's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 7 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions of Sale. The Assignee, the Assignee'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 the Memorandum of Transfer in favour of the Purchaser as transferee)
- c) Any arrears of quit rent, taxes, rates, assessment, service / maintenance charges and sinking fund (including any late penalty interest) which may be lawfully due to any relevant authority or the Developer or Proprietor or relevant third parties entitled thereto up to the date of successful sale of the subject property shall be deducted from the Purchase Price upon receipt of the Balance Sum. The Purchaser shall pay such arrears (if any) in advance to the relevant authority or the Developer or Proprietor or relevant third parties. For avoidance of doubt, the Purchaser is not entitled to deduct the payment(s) towards the arrears (if any) from the Balance Sum. Due apportionment and reimbursement for the payments (if any) made by the Purchaser towards the arrears shall only be made after the Assignee has received the Balance Sum and for this purpose, the Purchaser shall produce receipts evidencing the payments. Any other charges not specified in Clause 7 (c) (including but not limited to water bills, electricity bills, sewerage charges, telephones bills and/or other authorities / parties) shall not be borne by the Assignee. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- a. The Purchaser is responsible to make his own enquiries on all liabilities and encumbrances affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he makes any enquiry and neither the Assignee nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.
  - b. The stamp duty and registration fee for the Memorandum, the Assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

**8) Default**

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

**9) Consents**

a) The Property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the consents (if any) required from the Developer and/or the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer and/or Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of the progress of such applications. No warranty is given by the Assignee that any of the consents can be obtained, but in the event of:

- i) any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies (for reasons not attributable to any act of default or omission by the Purchaser) on expiry of the time period prescribed for completion herein; or
- ii) any of the consents from the Developer and/or Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are not acceptable to the Assignee in its absolute discretion; or
- iii) the sale herein being set aside for any reason whatsoever by an Order of Court;

Then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- 1) if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within [14] days upon service of the notice terminating the sale; and
- 2) and the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee, their solicitors or the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

- b) In the event of any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies, on expiry of the time period prescribed for completion herein, due to reasons attributable to any act of default or omission by the Purchaser or non-fulfillment by the Purchaser of any requirements imposed on the purchase of low or low-medium cost property, the Assignee shall be entitled, at its absolute discretion, to treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

## 10) General

- a) The Purchaser is treated as buying with full knowledge of the Related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised as to loss of the original(s), or the failure to stamp documents or insufficient duty paid thereon, or the failure to register any instruments.
- b) The property is sold without vacant possession, thereby no warranty is given that the property can be used for occupation and in the event of circumstances existing which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the price or for damages. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his own cost and expense take possession of the property.
- c) The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interests, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee to define the same respectively and the Assignee shall not be liable for any error, misstatement, omission or misdescription discovered in the contract and these shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property regardless whether he had inspected the property.
- d) The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
- e) The property is sold on an as is where is basis. The Purchaser shall be deemed to have inspected and investigated the condition of the property and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and responsibility on the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat falls on the Purchaser. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- f) Upon the fall of the hammer, all risks of the property shall be passed to the Purchaser who shall at his own costs insure the same against damage by fire and usual perils. All quit rent, taxes, rates, assessment, service / maintenance charges and sinking fund (including any late penalty interest) shall be apportioned as at the date of successful sale of the property to the Purchaser. The Purchaser shall bear all such charges with effect from the date immediately following the date of successful sale of the property to the Purchaser.
- g) The Assignee makes no representation as to the ownership of furniture fittings and fixtures situated at the property which items may be on hire purchase, lease or deferred sale from third parties. In such cases the Assignee accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.
- h) All statements contained herein are made without responsibility on the part of the Auctioneers or the Assignee and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- i) The Assignee does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- j) The Purchaser shall appoint his own legal counsel and advisors for purposes of all searches and enquiries normally made by prudent purchaser and to have knowledge of all matters which would have been disclosed thereby.
- k) Time wherever mentioned in these Conditions, shall be of the essence of contract.
- l) Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- m) In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- n) The Assignee shall 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.

### **SCHEDULE OF RELATED DOCUMENTS**

<b>NO.</b>	<b>DATE</b>	<b>DESCRIPTION</b>
1.	27.09.2012	Sale and Purchase Agreement between <b>KHOR WAH AUN &amp; HAN LIN CHEE</b> ("The Developer") and <b>LUI CHEE HAU</b> ("The Purchaser")
2.	19.11.2012	Deed of Assignment (Property) between <b>OCBC BANK (MALAYSIA) BERHAD</b> ("The Bank") and <b>LUI CHEE HAU</b> ("Assignors/Borrower")
3.	19.11.2012	<b>FACILITIES AGREEMENT</b> between <b>OCBC BANK (MALAYSIA) BERHAD</b> ("The Bank") and <b>LUI CHEE HAU</b> ("Assignors/Borrower")

## **CONTRACT**

**MEMORANDUM:-** At the sale by Public Auction this **10th day of December, 2024** of the subject property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement dated the 27<sup>th</sup> day of September, 2012**, entered into between **KHOR WAH AUN & HAN LIN CHEE ("The Vendor")** and **Lui Chee Hau ("The Purchaser")** dated **19th November, 2012** of the other part in relation to the property identified as **Developer's Parcel No. 6, Storey No. 08, Building No. A, together with Accessory Parcel No. 400 Building No A, Condominium 24 Floor The Brezza Tanjung Tokong, Phase 1D, Penang** bearing postal address of **Unit No. No. A-8-6, The Brezza Condominium, Jalan Desiran Tanjung, Seksyen 1, 10470 Tanjung Tokong, Penang**, developed by **KHOR WAH AUN & HAN LIN CHEE**, as stated below has been declared as the Purchaser of the said property for the sum of RM\_\_\_\_\_ by way of deposit and agrees to pay the balance of the purchase price and sales and services tax currently at 8% of the purchase price, if sales and services tax is chargeable on the purchase price of the property 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.

**PURCHASER'S PARTICULARS:-**

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

<b>PURCHASE MONEY</b>	<b>RM</b> _____
<b>DEPOSIT MONEY</b>	<b>RM</b> _____
<b>BALANCE DUE</b>	<b>RM</b> _____

**ADDRESS:-**

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

\_\_\_\_\_  
**SIGNATURE OF PURCHASER  
/ AUTHORISED AGENT**

\_\_\_\_\_  
**FOR OCBC BANK (MALAYSIA) BERHAD**  
THE ASSIGNEE

\_\_\_\_\_  
**FOR MESSRS. SEE, RAMSUN & TAN**  
SOLICITORS FOR THE ASSIGNEE  
NAME: \_\_\_\_\_

\_\_\_\_\_  
**FOR 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 **OCBC BANK MALAYSIA BERHAD in favor of EHSAN AUCTIONEERS SDN. BHD. (BIDDER DEPOSIT) Account No: 7011 608 584.** 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.