

PROCLAMATION OF SALE

IN THE MATTER OF THE FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 28TH DAY OF JULY, 2008

BETWEEN

HSBC BANK MALAYSIA BERHAD [127776-V]

ASSIGNEE/BANK

AND

OOI KUM YEE (NRIC NO.: 600719-08-5383/5951514)
CHAN SOCK HAR (f) (NRIC NO.: 611121-08-6000/6344253)

ASSIGNORS/BORROWERS

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Facilities Agreement, Deed of Assignment and Power of Attorney** all dated 28th day of July, 2008 (hereinafter called 'The Security Documents') entered into between the Assignors/Borrower and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL BY

PUBLIC AUCTION

**ON TUESDAY, 25TH DAY OF JULY, 2023, TIME: 3.30 P.M.,
AT THE AUCTION HALL OF EHSAN AUCTIONEERS SDN. BHD.,
SUITE C-0-3A, LEVEL UG, BLOCK C, MEGAN AVENUE II,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.**

Alternatively, prospective bidders may submit bids for the property online via www.ehsanauctioneers.com
(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)

NOTE: Prospective bidders are advised to (i) inspect the subject property (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer, Proprietor and/or other relevant authorities on the terms of consent and transfer to the sale of the Subject Property prior to the auction sale and to check and enquire about any laws regarding to housing, obligations or mutual agreement(s), terms in the existing Sales and Purchase Agreement(s) and relevant statements of all contributions and any necessary payments to be made before the prospective bidder can own the subject property. The Successful Bidders/Purchasers shall immediately following the auction sale apply to the Developer and/or other relevant authorities for the consent to transfer and also to obtain the consent of the Developer and/or the Authorities for direct and/or all necessary transfer(s) if individual/strata title is issued (v) the Purchase Price and other monies due and payable in relation to the public auction of the above-mentioned Property excludes any Government tax that may be imposed on such payment including Sales and Services Tax (if applicable) that shall be paid by the Successful Bidder.

PARTICULARS OF TITLE

Strata title has not been issued.

MASTER TITLE/LOT NO

: HS(M) 7131, PT 13398
Mukim of Batu, District of Kuala Lumpur, State of Wilayah Persekutuan Kuala Lumpur

TENURE

: Freehold

FLOOR AREA

: 1,430 square feet (about 132.9 square metres)

VENDOR

: Yap Nyok Neen @ Yap Yoke Mooi & Marie Teo Sie Een

DEVELOPER

: Vital Best Sdn. Bhd.

PROPRIETOR

: Radin Makmur Sdn. Bhd.

ENCUMBRANCE

: Assigned to HSBC Bank Malaysia Berhad

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a **three plus one-bedroom condominium** and identified as **Developer's Parcel No. A-3A-F1, Type F, Storey No. 3A, Building No. Block A, Menara Duta II** bearing postal address **Unit No. A-3A-4, Menara Duta 2, Jalan Dutamas Raya (Jalan 1/38B), 51200 Kuala Lumpur.**

RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM410,000.00 (RINGGIT MALAYSIA FOUR HUNDRED TEN THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to the approval being obtained by the Purchaser from the relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. **Subject to the terms and conditions stated in the Conditions of Sale, any arrears of quit rent, assessments, service/maintenance charges and any other outgoings which may be lawfully due to the Developer or the relevant authorities up to the date of successful sale of the subject property shall be paid out of the purchase money. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful Purchaser. For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the same.**

All intending bidders are required to deposit **10%** of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** only in favour of **HSBC BANK MALAYSIA BERHAD** prior to the auction sale or **remit the same through online banking transfer, one (1) working day before auction date** and the balance of the purchase money shall be paid by the Purchaser within **ninety (90) days** from the date of auction sale to **HSBC BANK MALAYSIA BERHAD**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion.

FOR FURTHER PARTICULARS, please contact **M/S. S.N. YAP & ASSOCIATES**, of Level 8, No. 18, Wisma Bandar, Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur. [Ref No: **A/KC/HSBC-LC/2022/167737/YANI**, Tel No.: **03-2697 2282**, Fax No.: **03-2691 4820**] Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer

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: **ALIN/HSBC 0384/SNY**

Website: www.ehsanauctioneers.com

E-mail: 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)

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHAN HAK DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 28HB JULAI, 2008

ANTARA

HSBC BANK MALAYSIA BERHAD [127776-V]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

OOI KUM YEE (NO. K/P.: 600719-08-5383/5951514)
CHAN SOCK HAR (f) (NO. K/P.: 611121-08-6000/6344253)

PIHAK PENYERAHHAK/PIHAK PEMINJAM

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Perjanjian Kemudahan, Suratikatan Penyerahan Hak dan Surat Kuasa Wakil kesemuanya bertarikh 28hb Julai, 2008 (selepas ini dirujuk sebagai 'Dokumen Sekuriti') di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak, Pihak Peminjam adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut di bawah

AKAN MENJUAL SECARA LELONGAN AWAM

**PADA HARI SELASA, BERSAMAAN 25HB JULAI, 2023, JAM 3.30 PETANG,
DI DEWAN LELONGAN 'EHSAN AUCTIONEERS SDN. BHD.'
SUITE C-0-3A, TINGKAT UG, BLOK C, MEGAN AVENUE II,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.**

Sebagai alternatif, bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui www.ehsanauctioneers.com

(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)

NOTA: Bakal-bakal pembeli adalah dinasihatkan agar (i) memeriksa hartanah tersebut (ii) meminta nasihat dari Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan (iv) serta membuat pertanyaan dengan Pihak Pemaju, Pemilik dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan dan pemindahan subjek hartanah tersebut ini sebelum jualan lelong dan memeriksa /bertanya tentang undang-undang perumahan, waad atau persetujuan bersama, terma-terma yang terkandung di dalam Perjanjian Jual Beli yang sedia ada dan pernyataan berkenaan kesemua sumbangan / caruman dan lain-lain bayaran yang mesti dibayar sebelum penawar boleh memiliki subjek hartanah tersebut. Selepas berjaya memperoleh hartanah tersebut, pembeli tersebut dikehendaki memohon kebenaran untuk pindahmilik dari pihak Pemaju dan/atau lain-lain Pihak Berkuasa yang berkenaan, sekiranya ada dan juga bertanggungjawab untuk mendapatkan kelulusan bagi pemindahan terus dan/atau pemindahan-pemindahan daripada Pihak Pemaju dan/atau Pihak-pihak Berkuasa sekiranya hakmilik individu/strata telah dikeluarkan (v) bahawa Harga Belian dan wang lain yang kena dibayar berkaitan dengan lelongan awam ke atas Hartanah tersebut adalah tidak termasuk apa-apa cukai-cukai Kerajaan yang dikenakan ke atas pembayaran tersebut termasuk Cukai Penjualan dan Perkhidmatan (jika berkenaan) yang mesti dibayar oleh penawar yang berjaya.

BUTIR-BUTIR HAKMILIK

Hakmilik strata belum dikeluarkan.

NO. HAKMILIK INDUK/NO. LOT

: HS(M) 7131, PT 13398

Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur

PEGANGAN
KELUASAN LANTAI
PENJUAL
PEMAJU
TUAN PUNYA
BEBANAN

: Selama-lamanya

: 1,430 kaki persegi (kira-kira 132.9 meter persegi)

: Yap Nyok Neen @ Yap Yoke Mooi & Marie Teo Sie Een

: Vital Best Sdn. Bhd.

: Radin Makmur Sdn. Bhd.

: Serahhak kepada HSBC Bank Malaysia Berhad

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah kondominium tiga tambah satu bilik tidur dan dikenali sebagai **Petak Pemaju No. A-3A-F1, Jenis F, No. Tingkat 3A, No. Bangunan Blok A, Menara Duta II** yang beralamat pos di **Unit No. A-3A-4, Menara Duta 2, Jalan Dutamas Raya (Jalan 1/38B), 51200 Kuala Lumpur.**

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM410,000.00 (RINGGIT MALAYSIA EMPAT RATUS SEPULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. **Tertakluk kepada Syarat-Syarat Jualan, segala tunggakan cukai tanah, cukai taksiran, caj perkhidmatan/penyenggaraan dan lain-lain bayaran yang mungkin dikenakan oleh Pemaju atau Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian. Segala bayaran fi, kos dan caj lain berhubung dengan pindahmilik dan penyerahan hak hartanah tersebut hendaklah ditanggung oleh Pembeli. Untuk penawar dalam talian sila rujuk Terma & Syarat pada www.ehsanauctioneers.com dengan cara pembayaran deposit.**

Bagi penawar-penawar yang berminat adalah dikehendaki menandatangani **10%** daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **HSBC BANK MALAYSIA BERHAD** sebelum jualan lelong dimulakan **atau melalui pemindahan perbankan atas talian** kepada Pelelong, **sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan** dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **sembilan puluh (90) hari** dari tarikh jualan kepada **HSBC BANK MALAYSIA BERHAD**. Sekiranya pembeli gagal mematuhi syarat tersebut, wang deposit akan dirampas oleh Pihak Pemegang Serahhak/Bank atas budi bicara mutlak.

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **TETUAN S.N. YAP & ASSOCIATES**, di Level 8, No. 18, Wisma Bandar, Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur. [No. Ruj: **A/KC/HSBC-LC/2022/167737/YANI**, No. Tel: **03-2697 2282**, No. Faks: **03-2691 4820**], Peguamcara bagi Pihak Pemegang Serahhak/Bank atau Pelelong yang tersebut di bawah.

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

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

/ ABDUL RAHIM BIN HUSSIN

(Pelelong Berlesen)

CONDITIONS OF SALE

1 Reserve Price

This sale is subject to the Reserve Price.

2 Bidding

- a. No bid shall be withdrawn or be less than the last previous bid.
- b. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- c. The Auctioneer may refuse any bid or bids without giving any reasons.
- d. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.
- e. Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings.
- f. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through the Auctioneer's website
- g. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

3. Assignee/Bank's Rights

The Assignee/Bank reserves the following rights:

- a. to bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the Purchaser and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor/Borrower under the said Security Documents and all costs and expenses of, in connection with and resulting from the sale;
- b. to withdraw, postpone, call off or adjourn the auction sale of the Property at any time prior to the auction date and before the fall of the hammer with or without notice; and
- c. to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.
- d. to terminate the auction sale of the Property after the fall of the hammer with notice in writing.

4. Withdrawal of Bid

Any bidder who makes a bid but withdraws the same before the fall of the hammer, shall have his/her deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee/Bank. 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/Bank 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/Bank) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Cheque made payable to **HSBC 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 & Conditions on www.ehsanauctioneers.com for the 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 acknowledgment 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/her own name and not as an 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, only Bumiputra is allowed to act on behalf of the Bumiputra bidder.

6. Prohibited To Act/Bid

- a. No bankrupt is allowed to bid or act as agent. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the deposit paid, as the case may be, shall be forfeited to the Assignee/Bank and the Property shall be put up for sale again.
- b. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/approval of the Foreign investment Committee, and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities and the Assignee/ Bank/ Auctioneer/ Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/ refusal/ neglect by the Foreign Citizen/ Foreign Company/ Permanent Resident to apply and/or obtain such approval(s)/ consent(s). In the event a Foreign Citizen/ Foreign Company/ Permanent Resident, makes a bid for the property, without the necessary prior approval(s)/ consent(s) the deposit paid shall be forfeited to the Assignee/ Bank and the Property shall be, put up for sale again.

7. Sale

The Purchaser (except where the Assignee/Bank 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, and on the same day deposit with the Auctioneer further sums by way of cash or cheque crossed "A/C PAYEE ONLY" made payable to **HSBC BANK MALAYSIA BERHAD** or online banking transfer which sums plus the monies deposited pursuant to Clause 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 cheques are dishonored on presentation then Clause 9 shall take effect. The Auctioneer reserves the right to hold the Memorandum until all the cheques for the actual deposit have been cleared. **For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the deposit.**

8. Completion

Within 90 days from the date of the auction sale or the extended completion granted by the Assignee/Bank (at the Assignee/Bank's sole discretion subject to payment of interest at the rate of interest to be determined by the Assignee/Bank), the Purchaser shall deposit with the solicitors appointed by the Assignee/Bank simultaneously:

- a. a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **HSBC 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; and
- b. the Assignee/Bank will execute an assignment (in the form and substance acceptable to the Assignee) and deliver up the Security Documents and any other relevant documents in the custody of the Assignee/Bank to the Purchaser, but such assignment to the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee/Bank 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/Bank shall not be required to assign the property to any person other than the Purchaser.
- c. Subject the Clause 8 (a) & (b) above, the Property in which there is/are outstanding progressive payments due to the Developer, the Purchaser shall:-
 - i) In the event that he/she requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within the time stipulated above, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
 - ii) In the event that he/she shall not requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, provide a bank guarantee in favour of the Developer or pay the balance progressive payment to the Developer according to the schedule of the Principal Sale and Purchase Agreement and to release the Assignee/Bank from its original undertaking;
 - iii) any payments due and payable to the Developer after the date of sale, including the balance progressive payments according to the schedule of the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Successful Purchaser/Successful Purchaser's financier in giving any undertaking/payment stated in Clause 8(c)i) or Clause 8(c)ii) hereof, shall be borne by the Purchaser absolutely.
 - iv) In the event the Successful Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee/payment mentioned in the manner and at the time stipulated in Clause 8(c)i) or Clause 8(c)ii) hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Successful Purchaser whereon the Deposit referred in Clause 5 shall be forfeited by the Assignee/Bank.
- d. The Purchaser consents to be contacted by the Assignee/Bank for financial services to complete the purchase herein.

9. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the monies previously paid pursuant to Clause 5 and Clause 7 (as the case may be) shall be forfeited absolutely by the Assignee/Bank who shall be entitled to put up the property for re-sale again and the costs of such re-sale with the deficiency in price (if any) resulting there-from shall be recoverable as a debt due from the defaulting Purchaser.

10. Quit Rent & Other Outgoings

- a. Subject to Clause 8(c) above, **any arrears of quit rent, assessments and service/maintenance charges and any other outgoings which may be lawfully due to the Developer and/or the relevant authorities up to the date of successful sale of the subject property shall be borne out of the purchase money** provided that the Purchaser shall extract a copy of such bills and request for payment from the Assignee/Bank within 90 days from the date of the sale. Any such sums due and payable after the date of sale shall be borne by the Purchaser absolutely. 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 pursuant to the property / the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- b. The Purchaser is responsible to make his/her own enquiries on all liabilities affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he/she makes any enquiry and neither the Assignee/Bank 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 not raise any enquiry, requisition or objection thereon or thereto.
- c. The stamp duty and registration fee and all costs for the Memorandum, the assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

10A. Issuance of strata title/individual title

- a. The Purchaser shall at his/her own cost and expense apply to the relevant authorities for approval for the sale and transfer in the event that the strata title/individual title of the Property has been issued.

11. Relevant Authorities Approval

The property is sold subject to the Purchaser at own costs and expenses applying for and obtaining the approval (if any) required from the Developer, Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer, 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/Bank and/or its solicitors informed of the progress of such applications. No warranty is given by the Assignee/Bank that any of the approval(s) can be obtained, but in the event of:

- a. any of the approval(s) not being obtained from the Developer, Proprietor and/or State Authorities or other relevant bodies (other than for reasons attributable to any act of default or omission by the Purchaser) by the expiry of the time period prescribed for completion in clause 8 herein or
- b. any of the approval(s) from the Developer, Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee/Bank in its absolute discretion; or
- c. the sale herein being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court;

Then subject to Clause 6(b) above, the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his/her 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/Bank within 7 days upon service of the notice terminating the sale; and
- the costs/expenses reasonably incurred by the Assignee/Bank 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/Bank) 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/Bank 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/Bank, its solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

12. Vacant Possession

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 prevents 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/Bank 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/her own cost and expense take possession of the property.

13. Conditions of Property

- a. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interest, 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/Bank to define the same respectively and any error, mis-statement, omission or mis-description discovered in the contract 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.
- b. The Purchaser shall be deemed to have inspected and investigated the conditions of the property as is where is 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 shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. 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.
- c. The Assignee/Bank 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/Bank accepts no liability for any payments which may be outstanding in respect thereof and the property is sold subject thereto.

14. General

- a. 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.
- b. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his/her own costs insure the same against damages by fire and usual perils.
- c. All statements contained herein are made without responsibility on the part of the Auctioneer or the Assignee/Bank or its solicitors 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.
- d. The Assignee/Bank 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.
- e. The Purchaser shall appoint his/her own legal counsel and advisor for purposes of all searches and enquiries normally made by a prudent purchaser, and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters and to such matters of which the Purchaser may have actual knowledge.
- f. The Assignee/Bank, its Solicitors and the Auctioneer or its agents or employees shall not be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matters arising from, or in connection with, the auction or sale of the property.
- g. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- h. 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.
- i. 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.
- j. the expression "the Purchaser" include his/her heirs, personal representative, where two or more persons are included, this Conditions of Sale bind such persons jointly and severally.

15. For online bidders, the Terms & Conditions stated in www.ehsanauctioneers.com shall also apply.

CONTRACT

MEMORANDUM: At the sale by Public Auction this **25th day of July, 2023** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits under the said **Facilities Agreement, Deed of Assignment and Power of Attorney all dated 28th day of July, 2008** of the other part and in relation to the said property, the highest bidder stated below has been declared as the Purchaser(s) of the said property for the sum of **RINGGIT MALAYSIA** _____, who has paid to the Auctioneer abovenamed the sum of **RINGGIT MALAYSIA** _____ 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 Solicitors hereby confirms the said purchase and the Auctioneer acknowledges receipt of the said deposit.

PURCHASER(S)'S NAME: _____

Purchase Money RM _____

Deposit Money RM _____

NRIC NO: _____

Balance Due RM _____

ADDRESS: _____

Tel No: _____

**SIGNATURE OF PURCHASER(S)/
PURCHASER(S)'S AUTHORISED AGENT**

**SIGNATURE
M/S S.N YAP & ASSOCIATES
SOLICITORS FOR THE ASSIGNEE/BANK**

**SIGNATURE
FOR MESSRS. EHSAN AUCTIONEERS SDN. BHD.
DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)
/ABDUL RAHIM BIN HUSSIN
LICENSED AUCTIONEERS**

NAME :

NRIC NO:

NRIC NO:

Ref: ALIN/HSBC 0384/SNY

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 **AMBANK (M) BERHAD** in favour of **EHSAN AUCTIONEERS SDN. BHD. (BIDDER DEPOSIT)** Account No: **0662012000727**. 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.