

PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT AND DEED OF ASSIGNMENT AND POWER OF ATTORNEY
ALL DATED 14TH DAY OF MAY, 2009

BETWEEN

STANDARD CHARTERED BANK MALAYSIA BERHAD [Company No.: 198401003274 (115793-P)]

.....Assignee/Bank

AND

TOMA SATOSHI (JAPAN PASSPORT NO.: TG2451780)

WU YIN WA (UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND PASSPORT NO.: 790123145)

.....Assignors/Borrowers

In the exercise of the rights and powers conferred upon the Assignee/Bank under Facilities Agreement and Deed of Assignment and Power of Attorney all dated 14th day of May, 2009 entered into between the Assignee/Bank and the Assignors/Borrowers in respect of the Sale and Purchase Agreement entered into between E&O Property (Penang) Sdn Bhd (185302-X) ("the Vendor"), Toma Satoshi & Wu Yin Wa ("the Purchaser") and Tanjung Pinang Development Sdn Bhd (190056-P) ("the Proprietor") dated 30th day of August, 2021, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

ON WEDNESDAY, 20TH DAY OF DECEMBER, 2023, AT 3.00 P.M.,

VENUE: 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.

And via electronic on the website at www.ehsanauctioneers.com (for online bidding)

NOTE: Prior to the auction sale, all intending bidders are advised to:-

- 1) Inspect the subject property;
- 2) Obtain a copy of Conditions of Sale and seek legal advice on the Conditions of Sale herein;
- 3) Conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities;
- 4) 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 whether the individual/strata title of the property has been issued and/or whether the developer is agreeable for a direct transfer or otherwise, whether or not the Property is reserved for Bumiputra only and/or a Malay reserve land and/or is a low/medium cost property and whether or not the intending bidder is eligible and qualified to purchase the Property;
- 5) Employees of Standard Chartered Bank Malaysia Berhad Collection Department, solicitors and auctioneers handling this matter, their spouse and/or their children are not entitled to bid at this auction;
- 6) For Foreign Citizen/Foreign Company/Permanent Resident, intending bidders SHALL obtain consent to purchase from the relevant authorities prior to the auction.
- 7) Check and verify whether the property is subject to any tax liability to the relevant body/authority/party;
- 8) Intending bidders may alternatively bid for the property via online bidding. The said intending bidders must register at www.ehsanauctioneers.com or URL <https://www.ehsanauctioneers.com/> and are further subjected to the Online Terms and Conditions.

PARTICULARS OF PROPERTY:-

Strata title of the subject property has been issued.

Master Title No. / Lot No.	: GRN 138146 (previously HS(D) 15927), Lot No. 10001 Section 1
Mukim / District / State	: Bandar Tanjung Pinang / Timor Laut / Pulau Pinang
Developer's Parcel No.	: Parcel No. 3-3-13A, Storey No. 3, Building No. Block 3, Type No. D, with Accessory Parcel Car Park No. 55, Level L5A, The Suites at Waterside, Seri Tanjung Pinang
Tenure	: Freehold
Floor Area	: 195.30 square metres (About 2,102 square feet)
Vendor/Developer	: E&O Property (Penang) Sdn Bhd (185302-X)
Proprietor	: Tanjung Pinang Development Sdn Bhd (190056-P)
Beneficial Owner	: Toma Satoshi & Wu Yin Wa
Encumbrance	: Assigned to STANDARD CHARTERED BANK MALAYSIA BERHAD [Co. No.: 198401003274 (115793-P)]
Category of Land Use	: Bangunan
Express Condition	: Tanah yang diberimilik ini hendaklah digunakan untuk tujuan Perdagangan, Marina, Rekreasi dan Rumah Kelab sahaja
Restriction In Interest	: Tanah yang diberimilik ini tidak boleh dipindahmilik, cagar, pajak, pajakan kecil atau melupuskan tanpa kebenaran Pihak Berkuasa Negeri terlebih dahulu.

LOCATION AND DESCRIPTION:-

The subject property is a **two-bedroom serviced apartment unit** and bearing assessment address at **Unit No. 3A-3-13A, Jalan Seri Tanjung Pinang, Straits Quay, 10470 Pulau Pinang.**

RESERVE PRICE:-

The property will be sold on an "as is where is" basis and subject to a reserve price of **RM1,296,000.00 (RINGGIT MALAYSIA: ONE MILLION AND TWO HUNDRED NINETY SIX THOUSAND ONLY)** and the Conditions of Sale by way of an Assignment/Transfer from the above Assignee/Bank or Developer and subject to the consent being obtained by the Purchaser from the relevant authorities, if any, including all term, conditions, stipulations and covenants which were and may be imposed by the relevant authorities.

The Assignee/Bank will bear the outstanding charges of the property (including developer/proprietor/management office's service/maintenance charges, sinking fund, quit rent and assessment, late penalty charges) up to the date of auction sale only but subject to a maximum amount of 50% of the Reserve Price of the subject property. The successful bidder ("the Purchaser") shall have firstly settled all sums outstanding due and owing to the relevant authorities or the developer/proprietor/management's office in respect of the said Property and forward a copy of the receipt of payment together with outstanding bill/statement of account to the Assignee/Bank or the Assignee/Bank's solicitors within sixty (60) days from the date of the sale, unless there has been prior agreement by the Assignee/Bank otherwise.

The successful bidder ("the Purchaser") shall be liable to pay any arrears of taxes, utilities charges (telephone bills, electricity bills, water bills (for landed property) and sewerage charges) which may be due in respect of the said property together with the payment of administrative cost and legal fees in respect of the Assignment/Transfer and/or the consent from the Developer of the said property.

All intending bidders are required to deposit **10 %** of the fixed reserve price **BY BANK DRAFT** before commencement of Auction made in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)** and pay the difference between the initial deposit and the sum equivalent to 10% of the successful bid price either in cash or bank draft or cashier's order to the Assignee/Bank. The balance of the purchase price is to be settled within **Ninety (90) days** from the date of the sale via **RENTAS/BY BANK DRAFT** made payable to **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)** to Messrs Ghazi & Lim, Solicitors for the Assignee/Bank.

Alternatively intending bidders who are interested to bid online are required to deposit **10 %** of the fixed reserve price by **BANK DRAFT** in the name of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)** via Pos Laju services (Pos Malaysia) or by hand to the Auctioneer at **least one (1) working day before the auction date**. The said intending bidders must register at www.ehsanauctioneers.com or URL <https://www.ehsanauctioneers.com/> and are further subjected to the Online Terms and Conditions.

For further particulars, please apply to Messrs. Ghazi & Lim, Solicitors for the Assignee/Bank at **19th Floor, Plaza Mwe, No 8, Lebuhraya Farquhar, 10200 Georgetown, Pulau Pinang. (Ref.: S61/23/JB/LDB/jf), Tel.: 04-263 3688, Fax: 04-263 3188 / 04-262 7433** or the under mentioned 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.: 03-2162 6649 Fax No.: 03-2161 6648
Our Ref: **UMI/SCB1640/GL(3)**
E-mail: munira@ehsanauctioneers.com
Website: www.ehsanauctioneers.com
HP NO. : **016-2161 047 (CALL, WHATSAPP & SMS)**

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

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN DAN SURATIKATAN PENYERAHANHAK DAN SURAT KUASA WAKIL
KESEMUANYA BERTARIKH 14HB MEI, 2009

ANTARA

STANDARD CHARTERED BANK MALAYSIA BERHAD [No. Syarikat: 198401003274 (115793-P)]

.....Pihak Pemegang Serahhak/Bank

DAN

TOMA SATOSHI (NO. PASPORT JEPUN: TG2451780)

WU YIN WA (UNITED KINGDOM OF GREAT BRITAIN DAN NORTH IRELAND NO. PASPORT: 790123145)Pihak Penyerah Hak/Pihak Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Perjanjian Kemudahan dan Suratikatan Penyerahanhak dan Surat Kuasa Wakil Kesemuanya Bertarikh 14hb Mei, 2009 di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerah Hak/Pihak Peminjam berkenaan dengan Perjanjian Jual Beli di masukkan di antara E&O Property (Penang) Sdn Bhd (185302-X) ("Penjual"), Toma Satoshi & Wu Yin Wa ("Pembeli") dan Tanjung Pinang Development Sdn Bhd (190056-P) ("Tuan Punya") bertarikh 30hb Ogos, 2021, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA HARI RABU, 20HB DISEMBER, 2023, JAM 3.00 TENGAHARI,
TEMPAT: DI DEWAN LELONGAN "EHSAN AUCTIONEERS SDN.BHD."
SUITE C-0-3A, LEVEL UG, BLOCK C, MEGAN AVENUE II,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

Dan secara elektronik di laman web www.ehsanauctioneers.com (bagi tawaran atas talian)

NOTA : Sebelum lelongan, semua penawar yang berminat adalah dinasihatkan seperti berikut:-

- 1) Memeriksa hartanah tersebut;
- 2) Mendapatkan sesalinan Syarat-Syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai Syarat-syarat Jualan tersebut;
- 3) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang berkenaan;
- 4) Membuat pertanyaan dengan Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang berkenaan mengenai kebenaran untuk membeli hartanah di dalam ini sebelum jualan lelong samaada hakmilik individu /strata bagi hartanah tersebut telah dikeluarkan dan/atau samada Pemaju/pemilik bersedia bersetuju dengan pindah milik terus atau sebaliknya, samaada atau tidak hartanah itu dikhaskan untuk Bumiputera sahaja dan/atau hartanah itu adalah tanah rizab melayu dan/atau hartanah itu adalah unit kos rendah/serdahana dan samada penawar yang berminat layak dan berkelayakan untuk membeli;
- 5) Pekerja-pekerja Bahagian Kutipan Standard Chartered Bank Malaysia Berhad, Peguamcara dan Pelelong serta pasangan dan/atau anak-anak mereka tidak dibenarkan untuk membuat tawaran di dalam lelongan ini;
- 6) Bagi bukan warganegara Malaysia/penduduk tetap/syarikat asing HENDAKLAH mendapatkan kebenaran/kelulusan untuk membeli daripada pihak berkuasa berkenaan sebelum lelongan;
- 7) Memeriksa dan memastikan samada hartanah ini tertakluk kepada apa-apa tanggungan cukai kepada badan/pihak berkuasa/pihak berkenaan;
- 8) Penawar-penawar yang berminat secara alternatifnya boleh membida atas talian. Penawar-penawar yang berminat tersebut mestilah mendaftar atas talian di www.ehsanauctioneers.com atau alamat URL <https://www.ehsanauctioneers.com/> dan bukan sebaliknya akan selanjutnya tertakluk kepada Terma-terma dan Syarat-syarat atas Talian "Online Terms and Conditions".

BUTIR-BUTIR HARTANAH:-

Hakmilik Strata untuk hartanah tersebut telah dikeluarkan.

No.Hakmilik Induk/ No. Lot	:	GRN 138146 (dahulunya HS(D) 15927), Lot No. 10001 Seksyen 1
Mukim / Daerah / Negeri	:	Bandar Tanjung Pinang / Timor Laut / Pulau Pinang
No. Petak Pemaju	:	Parcel No. 3-3-13A, Tingkat No. 3, Bangunan No. Blok 3, Jenis No. D, dengan Petak Aksesori Tempat Letak Kereta No. 55, Tingkat L5A, The Suites di Waterside, Seri Tanjung Pinang
Pegangan	:	Selama-lamanya
Keluasan Lantai	:	195.30 meter persegi (Kira-kira 2,102 kaki persegi)
Penjual /Pemaju	:	E&O Property (Penang) Sdn Bhd (185302-X)
Tuan Punya	:	Tanjung Pinang Development Sdn Bhd (190056-P)
Pemilik Benefisial	:	Toma Satoshi & Wu Yin Wa
Bebanan	:	Diserahhak kepada STANDARD CHARTERED BANK MALAYSIA BERHAD [No. Syarikat: 198401003274 (115793-P)]
Kategori Kegunaan Tanah	:	Bangunan
Syarat Nyata	:	Tanah yang diberimilik ini hendaklah digunakan untuk tujuan Perdagangan, Marina, Rekreasi dan Rumah Kelab sahaja
Sekatan Kepentingan	:	Tanah yang diberimilik ini tidak boleh dipindahmilik, cagar, pajak, pajakan kecil atau melupuskan tanpa kebenaran Pihak Berkuasa Negeri terlebih dahulu.

LOKASI DAN PENERANGAN:

Hartanah tersebut adalah sebuah unit pangsapuri servis dua bilik tidur dan beralamat taksiran di Unit No. 3A-3-13A, Jalan Seri Tanjung Pinang, Straits Quay, 10470 Pulau Pinang.

HARGA RIZAB:-

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediaada" dan tertakluk kepada satu harga rizab sebanyak RM1,296,000.00 (RINGGIT MALAYSIA: SATU JUTA DAN DUA RATUS SEMBILAN PULUH ENAM RIBU SAHAJA) dan Syarat-syarat Jualan yang dicetakkan di Perisytiharan Jualan ini dan dengan cara Penyerahanhak/Pindahmilik dari Pemegang Serahhak/Bank atau Pihak Pemaju dan tertakluk kepada kelulusan diperolehi oleh Pembeli dari mana-mana Pihak Berkuasa berkenaan, jika ada, termasuk semua terma, syarat-syarat, stipulasi dan waad di mana mungkin yang akan dikenakan oleh lain-lain Pihak Berkuasa yang berkenaan.

Pemegang Serahhak/Bank akan membayar caj tunggakan bagi hartanah ini (termasuk tunggakan kepada pemaju/pemilik tanah/pejabat pengurusan bagi caj perkhidmatan/penyelenggaraan Kumpulan Wang Pelepas, cukai tanah dan cukai taksiran, caj penalti lewat) setakat tarikh jualan lelong sahaja tetapi tertakluk kepada jumlah maksimum 50% dari harga rizab bagi hartanah ini. Penawar yang berjaya ("Pembeli") mestilah terlebih dahulu menyelesaikan semua jumlah tunggakan dan tertanggung kepada pihak berkuasa berkenaan atau Pemaju/Pemilik tanah/pejabat pengurusan ke atas hartanah tersebut dan mengemukakan salinan resit bayaran tersebut beserta bil tunggakan/penyata akaun kepada Pemegang Serahhak/bank atau Peguamcara bagi Pemegang Serahhak dalam masa enam puluh (60) hari dari tarikh jualan, kecuali terdapat persetujuan sebelumnya oleh Pemegang Serahhak/Bank menyatakan sebaliknya.

Penawar yang berjaya bertanggungjawab untuk menyelesaikan sebarang tunggakan cukai, caj utiliti (bil telefon, bil elektrik, bil air (untuk harta bertanah) dan caj pembehtungan) yang mungkin perlu dibayar ke atas hartanah tersebut beserta dengan bayaran kos pentadbiran dan bayaran guaman ke atas Penyerahanhak/Pindahmilik dan/atau persetujuan dari Pemaju bagi hartanah ini.

Bagi penawar-penawar yang berminat adalah dikehendaki menandatangani dengan Pelelong 10% dari harga rizab dengan bentuk **BANK DERAJ** di atas nama STANDARD CHARTERED BANK MALAYSIA BERHAD bagi (TOMA SATOSHI & WU YIN WA), sebelum lelongan awam bermula dan membayar perbezaan diantara deposit pendahuluan dan jumlah bersamaan 10% daripada harga berjaya tawaran sama ada dengan bentuk tunai atau Bank deraf atau kasyier order kepada Pemegang Serahhak/Bank. Baki harga belian hendaklah diselesaikan oleh Pembeli dalam tempoh **sembilan puluh (90) hari** dari tarikh jualan melalui **RENTAS**/dalam bentuk **BANK DERAJ** di atas nama STANDARD CHARTERED BANK MALAYSIA BERHAD bagi (TOMA SATOSHI & WU YIN WA) kepada **Tetuan Ghazi & Lim**, Peguamcara untuk Pemegang Serahhak/Bank.

Sebagai alternatif, penawar-penawar yang berminat membida atas talian boleh menandatangani 10% dari harga rizab dengan **BANK DERAJ** atas nama STANDARD CHARTERED BANK MALAYSIA BERHAD bagi (TOMA SATOSHI & WU YIN WA) melalui perkhidmatan Pos Laju (Pos Malaysia) atau serahan tangan kepada Pelelong sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan. Penawar-penawar yang berminat tersebut mestilah mendaftar atas talian di www.ehsanauctioneers.com atau alamat URL <https://www.ehsanauctioneers.com/> dan bukan sebaliknya dan selanjutnya tertakluk kepada Terma-terma dan Syarat-syarat atas Talian "Online Terms and Conditions".

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Ghazi & Lim**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **19th Floor, Plaza Mwe, No 8, Lebu Farquhar, 10200 Georgetown, Pulau Pinang.** (Ruj.: 561/23/JB/LDB/jf), Tel.: 04-263 3688, Faks: 04-263 3188 / 04-262 7433) atau Pelelong yang tersebut di bawah ini:-

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.: 03-2162 6649 Fax No.: 03-2161 6648

No. Ruj: UMI/SCB1640/GL(3)

E-mail: munira@ehsanauctioneers.com

Laman Web: www.ehsanauctioneers.com

ATAU No. 18-8-A1, Gurney Tower, Persiaran Gurney, 10250 Pulau Pinang.

No. Tel: 04- 226 6649 No. Faks: 04-227 6650

HP NO. : 016-2161 047 (CALL, WHATSAPP & SMS)

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

/ ABDUL RAHIM BIN HUSSIN

(Pelelong Berlesen)

CONDITIONS OF SALE

1. This sale is made by **STANDARD CHARTERED BANK MALAYSIA BERHAD** ("the Assignee/Bank"), in exercising of the rights and powers conferred upon the Assignee/Bank pursuant to the under **Facilities Agreement and Deed of Assignment and Power of Attorney all dated 14th day of May, 2009** executed by **TOMA SATOSHI & WU YIN WA** ("the Assignors/Borrowers") in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property, on an "as is where is basis" and without vacant possession.
2. Subject to the reserve price of **RM1,296,000.00 (RINGGIT MALAYSIA: ONE MILLION AND TWO HUNDRED NINETY SIX THOUSAND ONLY)** ("the Reserve Price"), the highest bidder being so allowed by the Auctioneer shall be the Purchaser(s) but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any as dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property.
3. The Assignee/Bank be and is hereby at liberty to bid for the property (**without having to pay any deposit whatsoever.**) In the event of the Assignee/Bank becoming the Purchaser(s), the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said under **Facilities Agreement and Deed of Assignment and Power of Attorney all dated 14th day of May, 2009** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. The Auctioneer shall have the right to withdraw the property for sale at any time before the fall of hammer and either after or without declaring the reserve price.
5. No bid shall be less in advance the previous bid and a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of hammer, the deposit of **10%** of the Reserve Price shall be forfeited to the Assignee/Bank and the property shall at the option of the Assignee/Bank be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date.
6. All intending bidders (**with the exception of the Assignee/Bank**) are required to deposit with the Auctioneer the **10%** of the fixed reserve price for the property by **bank draft** in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)** prior to the auction sale.

Alternatively intending bidders who are interested to bid online are required to deposit **10 %** of the fixed reserve price by **BANK DRAFT** in the name of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)** via Pos Laju services (Pos Malaysia) or by hand to the Auctioneer **at least one (1) working day before the auction date**. The said intending bidders must register at www.ehsanauctioneers.com or URL <https://www.ehsanauctioneers.com/> and are further subjected to the Online Terms and Conditions.
7. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorized to sign all the necessary documents. All intending bidders shall be required to verify their identities by showing the auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.
8. If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only. If the sale is restricted to Bumiputra only, the intending bidders shall be Bumiputra or Bumiputra incorporated bodies or companies.
9. The Customer(s)/Assignor(s)/bankrupt(s)/liquidator(s) is/are NOT allowed to bid and/or act as agents. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent of the **Foreign Investment Committee** and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities. In the event the Customer(s)/Assignor(s)/bankrupt(s)/liquidator(s) bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, the bidding deposit or the purchase deposit, as the case may be, shall be forfeited within ninety (90) days from the date of auction sale by the Assignee/Bank and the Property may be put up for sale at a date and time to be fixed by the Auctioneer and/or Assignee/Bank. Without prejudice to Clause 3, Employee(s) of the STANDARD CHARTERED BANK MALAYSIA BERHAD collection department, Solicitors and Auctioneers handling this matter, their spouse(s) and/or children are not entitled to bid this auction.
 - (a) In the event that the property is a low cost or low medium cost property, it is the duty of the purchaser to comply with guidelines from the relevant authority and ensure that the purchaser is eligible for the purchase of the low cost or low medium cost property and to obtain the written consent from the relevant authority and that the sale is completed within the time frame stipulated in the POS from the date of auction sale subject to clause 12 below.
 - (b) Without prejudice to any of the rights of the Assignee/Bank, the Assignee/Bank shall be entitled at the Assignee/Bank's sole and absolute discretion to forfeit the deposit paid pursuant to clause 6 and 10 and to put the property up for auction sale again at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion in the event the property is a low cost or low medium cost and the purchaser is not eligible and does not qualify to purchase the same and the written consent was not obtained by the purchaser from the relevant authority within ninety (90) days from the date of auction sale.
10. Immediately after the fall of the hammer, the Purchaser(s) (**other than if the Purchaser is the Assignee/Bank**) shall pay to the Assignee/Bank's Solicitors, **MESSRS. GHAZI & LIM** ("the Solicitors") as stakeholder for the Assignee/Bank, the difference between the deposit pursuant to Clause 6 above and the sum equivalent to **10%** of the successful bid either in CASH or by BANK DRAFT in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)**.

11. In the event that the Purchaser(s) fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum within three (3) days from the auction sale, the deposit paid pursuant to Clause 6 and Clause 10 herein shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a time to be fixed by the Assignee/Bank. The deficiency in price (if any) and all costs incurred by the Assignee/Bank which may result on a resale or the purchase money if there is no resale as the case may be, shall be recoverable from the defaulting Purchaser(s).
12. (a) The balance of the purchase money shall be paid in full by the Purchaser(s) within **NINETY (90) days** from the date of the auction sale ("the Completion Date") by remitting the payment directly to the Assignee/Bank via **Real-time Electronic Transfer of Funds and Securities System (RENTAS)** (together with inward RENTAS service charges if any). The RENTAS payment must be made accompanied with the following details:
- (i) **BENEFICIARY:**
- **Name** : **Auction & Other Refund**
 - **Account No.** : **312900008087**
 - **Bank/Branch** : **STANDARD CHARTERED BANK MALAYSIA BERHAD of Kuala Lumpur Main Branch**
- (ii) **PAYMENT DETAILS**
- **Reference** : **28th day of November, 2023**
 - **Description** : **TOMA SATOSHI & WU YIN WA**
- or by **BANK DRAFT** drawn in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (TOMA SATOSHI & WU YIN WA)**.
- The Assignee/Bank or the Assignee/Bank's solicitors will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance payment details. Upon payment via RENTAS, the purchaser shall within the same day forward the RENTAS Credit Payment Advice together with the payment details as required above to the Assignee/Bank or the Assignee/Bank's solicitors.
- (b) It is hereby agreed between the Assignee/Bank and Purchaser(s) that if the Purchaser(s) shall require extension of time to pay the balance purchase price, the Assignee/Bank may at its absolute grant the Purchaser(s) extension of time and the Purchaser(s) shall pay to the Assignee/Bank as agreed liquidated damages interest at the rate to be determined by the Assignee/Bank on the unpaid balance purchase price, calculated on a day to day basis from the Completion Date to the date of actual payment thereof or such part or parts thereof.
- (c) In the event that a separate individual title for the Property has been issued by the relevant authorities conveying a leasehold tenure and the Assignee/Bank is required to perfect the transfer in favour of the Assignor/Customer(s) prior to the Assignee/Bank executing a Memorandum of Transfer in favour of the Purchaser, in such an instance the Completion Date referred in Clause 12(a) above shall only commence from the date notice is given to the Purchaser(s) that the transfer in favour of the Assignor/Customer has been duly registered and the title deed to the Property has been extracted from the relevant land office.
13. (a) The Assignee/Bank will bear a maximum amount of 50% of the Reserve Price of the subject property but up to the auction date only for any arrears of quit rent, assessments, sinking funds and service/maintenance charges and any other outgoings which may be lawfully due to the Developer/Proprietor/Management's office and/or the relevant authorities which to be deducted from the purchase money and/or debiting the Assignor/Customer(s) account and/or by any other means the Bank deems appropriate. The Purchaser shall have firstly settled all sums outstanding due and owing to the developer/Proprietor/Management's office and/or the relevant authorities in respect of the said Property and forward a copy of the receipt of payment together with outstanding bill/statement of account to the Assignee/Bank or the Assignee/Bank's solicitors within sixty (60) days from the date of the auction sale, unless there has been prior agreement by the Assignee/Bank otherwise.
- (b) The Purchaser shall bear Administrative Fee to the Developer, utilities charges (telephone bills, electricity bills, water charges (for landed property) and sewerage charges) 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/Memorandum of Transfer and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- (c) The Purchaser shall also undertake to settle all the total balance of the outstanding charges due and owing to the developer/Proprietor/Management's office and/or the relevant authorities in respect of the said Property within ninety (90) days from the auction sale for the purpose to complete the sale in which event the Assignee/Bank shall not be liable to the non-completion of the sale and/or delay of the completion of the sale and cost and expenses incurred thereon as a result of the delay by the Purchaser to settle the total outstanding charges.
14. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 12 above or in the event the Purchaser becomes a bankrupt or dies prior to the payment of the balance of the purchase price and interest payable or in the event that the property is a low cost property and the purchaser is not eligible and does not qualify to purchase the same, the deposit paid pursuant to Clauses 6 and 10 above (after defraying expenses to the sale) shall be forfeited by the Assignee/Bank and the property may again put up for sale at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser(s).

15.

(a) Upon full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser(s)'s cost and expenses (including legal fees, stamp duty and registration fees) Assignment/Memorandum of Transfer in favour of the Purchaser(s) of all the rights and benefits under the Principal Sale and Purchase Agreement entered between the Developer/Landowner of the property and the original purchaser/Assignor/Customer(s) upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser(s)'s payment of all such cost and expenses of the Assignment/Transfer including the Solicitors' fees and disbursement in preparing the Assignment/Memorandum of Transfer and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer/Landowner, the Assignee/Bank shall deliver to the Purchaser(s) or his/her/their solicitors the duly executed Assignment/Memorandum of Transfer, the original Sale and Purchase Agreement/original title (if the same has been deposited with the Assignee/Bank) and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser shall agree that the Assignment/Transfer (including any applications for consent to the relevant authorities) to be executed by the Assignee/Bank in favour of the Purchaser shall be prepared by the solicitors for the Purchaser in such form and format duly approved by the Assignee/Bank or the Assignee/Bank's solicitors (wherein the Purchaser shall pay the Assignee/Bank's solicitors vetting fee of RM212.00 inclusive of 6% Service tax) and the Purchaser shall be liable to all costs and expenses including legal, stamp and registration fees of and incidental to the assignment/transfer of the Property.

(b) In the event that a separate individual title for the Property has been issued by the relevant authorities registered in the name of the Developer and/or the Landowner and the Developer and/or the Landowner not being agreeable to effect a direct transfer of the Property in favour of the Purchaser, in such circumstances the Assignee/Bank shall obtain a Memorandum of Transfer to be executed by the Developer and/or the Landowner in favour of the Assignor/Customer(s) and the consent to transfer from the relevant authorities (if required) and upon the full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall deliver the original title deed to the Purchaser together with a Memorandum of Transfer executed by the Assignee/Bank in its' capacity as the Attorney of the Assignor/Customer(s) in favour of the Purchaser subject to the Purchaser obtaining the consent to transfer from the relevant authorities (if required) in accordance with Clause 24 herein. All fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Assignor/Customer(s) shall be borne by the Assignee/Bank whereas all fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Purchaser shall be borne by the Purchaser solely.

16. Subject to Clause 10 and 11 hereof, in respect of the Property where there is/are outstanding progressive payment(s) due to the Developer, the Purchaser shall:-

- i. In the event that he / she require a loan to enable him / her to complete the purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, cause his / her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee/Bank from its original undertaking;
- ii. In the event that he / she shall not require a loan to enable him / her to purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee/Bank from its original undertaking;
- iii. Any payment due and payable to the Developer after the date of sale, including the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving of any undertaking / bank guarantee stated in Clause 16 (i) and (ii) hereof, shall be borne by the Purchaser absolutely; and
- iv. In the event that the Purchaser shall fail, neglect and / or refuse to procure a letter of undertaking / bank guarantee mentioned in the manner and at the times reserved in Clause 16 (i) and (ii) hereof, the Assignee/Bank shall be entitled to terminate the Sale by a notice in writing to the Purchaser wherein the 10% Deposit referred in Clause 10 shall be forfeited by the Assignee/Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.

17. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser(s) as regards any loss or damage of whatsoever nature or howsoever occurring.

18. The Purchasers shall admit the identity of the property purchased by the Purchaser(s) with that comprised in the Proclamation of Sale and/or muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars of the Proclamation of Sale and muniments respectively.

19. The property is sold strictly on an as is where is basis and without vacant possession and subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions of the property and the Purchaser made/submitted the bid solely as a result of the Purchaser's own inspection/evaluation and depending on the Purchaser's own skill and judgment and not in reliance on any representation or warranty, whether oral and/or written and/or implied by or from the Assignee/Bank, the Assignee/Bank's personnel, and/or the Auctioneer and/or the Assignee/Bank's solicitors.

20. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale or shall any abatement or compensation be allowed in respect thereof.

- 21.**
- (a)** The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restriction-in-interest, easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
 - (b)** If the land or floor area of the Property is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be solely and absolutely borne and paid by the Purchaser.
 - (c)** If the land or floor area of the Property is found to be less than that as described, any claim of the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and neither the Assignee/Bank, the Assignee/Bank's Solicitors nor the Auctioneer shall in any way be responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property.
- 22.** In the event of the sale being set aside for any reason whatsoever whether by the Assignee/Bank or by an Order of Court or any legal requirement not being obtained by the Purchaser from the Developer/Landowner or any other relevant authority (other than that due to any act of default and/or omission by the Purchaser(s)), this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser(s) to the Assignee/Bank) to the Purchaser(s), free of interest less costs and fees incurred by the Assignee/Bank in connection with or relating to the sale, and the Purchaser(s) shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or their respective servants or agents on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser(s). Upon payment by the Assignee/Bank in this clause, the Purchaser(s) shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, the Solicitors and the Auctioneer or their respective servants or agents.
- 23.** Where applicable, the Purchaser(s) shall within ninety(90) days from the date of the auction sale apply to and obtain from the Developer/Landowner and/or other relevant authorities (if any) for consent including but not limited to consent to transfer, low cost consent and any other restriction-in-interest on the document of title (if any) and the Purchaser(s) has to comply with all the terms and conditions as imposed by the Developer/Landowner or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser(s) and to keep the Assignee/Bank or **MESSRS. GHAZI & LIM** informed at all times of the developments and to provide the Assignee/Bank or **MESSRS. GHAZI & LIM** a copy of the application letter and/or form duly acknowledged by the Developer/Landowner and/or other relevant authorities (if any) of the application., failing which the Assignee/Bank shall be entitled to terminate the sale and forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 and 10 above. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser(s) solely. In the event the consent not being obtained from the Developer/Landowner and/or relevant authorities due to the act or default or omission of the Purchaser, the Assignee/Bank shall be entitled to terminate the sale and forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 and 10 above
- 24.** In the event the legally required terms and conditions from the Developer/Landowner and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser(s) towards account of the purchase price free of interest less all costs and fees incurred by the Assignee/Bank in connection with or in relation to the sale herein and the Purchaser(s) shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or their respective servants or agents on account thereof.
- 25.** The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser(s). The Purchaser(s) after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his own cost and expenses take possession of the property without obligation on the part of the Assignee/Bank or its Agent to give vacant possession.
- 26.** All necessary investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
- 27.** For the purpose of these conditions time shall be the essence of the contract.
- 28.** In the event of any discrepancy, mis-statement, omission or error appearing in the various translations on the particulars and conditions herein the English Language version shall prevail.
- 29.** In the event of any dispute whatsoever in respect of the sale, the Purchaser(s) hereby expressly agrees to resolve the same with the Assignee/Bank.
- 30.** Unless expressly provided herein, the Assignee/Bank, the Solicitors and the Auctioneer or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser(s), including but not limited in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising.

31. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating the property are made without responsibility on the part of the Assignee/Bank, the Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, the Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the property, the subject of the auction.
32. In the event that the sale is terminated for any reason whatsoever, the Purchaser(s) shall redeliver vacant possession of the property (if vacant possession of the property is taken by the Purchaser(s)) to the Assignee/Bank at the costs of the Purchaser(s) immediately upon such determination.
33. In the event there is any balance of monies due to the Developer by the Assignor under the Original Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance (if any).
34. The Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title [including but not limited to the payment of maintenance/services charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the Landowner and the original purchaser] as though the Purchaser were the original party thereto.
35. The Assignee/Bank and the Auctioneer shall be and are hereby at liberty postpone, call off or adjourn the auction sale at any time before the fall of the hammer with or without notice.
36. Any notice, request or demand required to be served on the Purchaser shall be in writing and shall be deemed to be sufficiently served within if it is sent by prepaid registered post to the Purchaser's address as stated herein; or his solicitors and such notice, request or demand shall be deemed to have been received **twenty four (24) hours** after it was posted notwithstanding it is subsequently returned undelivered or if it is given by hand to the Purchaser or the Purchaser's solicitors, at the time of delivery. All notices to the Assignee/Bank shall be in writing and shall be served on the Assignee/Bank by A.R.Registered Post or by hand.
37. 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, the Solicitors, the Auctioneer 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 bankrupt bids or acts as agent or 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 bidding deposit or the purchase deposit, as the case may be shall be forfeited to the Assignee/Bank and the Property may be, put up for sale at a date and time to be fixed by the Auctioneer and/or Assignee/Bank.

CONTRACT

MEMORANDUM:- At the sale by Public Auction held this **20th day of December, 2023** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement** dated the **17th day of February, 2009** entered into between **E&O PROPERTY (PENANG) SDN BHD** (the Vendor) of the first part **TOMA SATOSHI & WU YIN WA** (the Purchaser) and **TANJUNG PINANG DEVELOPMENT SDN BHD** (the Proprietor) of the second part in relation to the property identified as **Developer's Parcel No. Parcel No. 3-3-13A, Storey No. 3, Building No. Block 3, Type No. D, with Accessory Parcel Car Park No. 55, Level L5A, The Suites at Waterside, Seri Tanjung Pinang** and bearing assessment address at **Unit No. 3A-3-13A, Jalan Seri Tanjung Pinang, Straits Quay, 10470 Pulau Pinang**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM_____** who has paid to the Solicitors abovenamed the sum of **RM_____** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

PURCHASE MONEY RM

DEPOSIT PAID RM

BALANCE DUE RM

- 1) **PURCHASER'S NAME / NRIC NO :**
- 2) **ADDRESS :**
- 3) **TELEPHONE NO :**

SIGNATURE OF PURCHASER/S AUTHORISED AGENT

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

SIGNATURE
FOR MESSRS. GHAZI & LIM
SOLICITOR FOR THE ASSIGNEE

ONLINE TERMS AND CONDITIONS

1. RECITALS

- 1.1. The Online Terms and Conditions ("Online Terms & Conditions") shall apply to every electronic public auction sale for the immovable property ("public auction") made by/of **Standard Chartered Bank Malaysia Berhad** via **www.ehsanauctioneers.com** ("https://www.ehsanauctioneers.com/ website").
- 1.2. "https://www.ehsanauctioneers.com/ website" is a website owned and operated by Ehsan Auctioneers Sdn Bhd ("Ehsan Auctioneer") of Suite C-0-3A, Level UG, Block C, Megan Avenue II, 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
- 1.3. The Online Terms & Conditions specified herein shall be read together with the Conditions of Sale as attached to the Proclamation of Sale ("Conditions of Sale").
- 1.4. The public auction shall be conducted by the Auctioneer of Ehsan Auctioneer ("the Auctioneer") at the office of Ehsan Auctioneer and/or at any specified auction venue, date and time stated in the Proclamation of Sale.
- 1.5. Intending bidders who are log in to Ehsan Auctioneers website and interested to participate in the public auction ("Online Bidders") are required to agree and accept the Online Terms & Conditions before proceeding with the registration and Online Bidding and shall be deemed to have read and agreed to the Online Terms & Conditions prior to the registration and Online Bidding.
- 1.6. Online Bidders are solely responsible to visit and/or log in to the correct and valid Ehsan Auctioneer's website at **www.ehsanauctioneers.com** or URL <https://www.ehsanauctioneers.com/> and not otherwise. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer, Ehsan Auctioneer and Ehsan Auctioneer's website and their respective agents or servants shall not be liable if Bidders intentionally or unintentionally, wrongly or mistakenly visit and/or log in to fake, fraudulent and scam website.
- 1.7. The property as stated in the Proclamation of Sale and as shown in the www.ehsanauctioneers.com website herein referred to as "the property".
- 1.8. Online Bidders who have registered online, deposited the 10% deposit of the fixed reserve price of the property within the specified time, fulfill other conditions as required herein and the Conditions of Sale and received online verification by Ehsan Auctioneer or Ehsan Auctioneer's website is herein referred to as "registered Online Bidders".
- 1.9. Intending bidders who appear in the auction venue and deposited the 10% deposit of the fixed reserve price of the property and who have complied with the Conditions of Sale is herein referred to as "On-site Bidders".
- 1.10. Every public auction may be participated by the registered Online Bidders and On-site Bidders.
- 1.11. "Online bidding" is a process of bidding in a public auction where registered Online Bidders can bid online from anywhere via a computer, smart phone or any device with internet connection without having to appear in the auction venue.
- 1.12. The Auctioneer may from time to time has the sole discretion to add, modify, or delete any Online Terms & Conditions, and such additions, modifications or deletions are binding upon registered Online Bidders in public auction.
- 1.13. Registered Online Bidders are responsible to ensure that the internet access is in good condition during the process of public auction is being conducted. Unsatisfactory internet access may disrupt bids made by the registered Online Bidders.
- 1.14. Ehsan Auctioneer's website and Ehsan Auctioneer 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 occur during the process of auction.
- 1.15. Any decision or instruction made by the Auctioneer shall be final and binding on the registered Online Bidders in the public auction.

2. ELIGIBILITY FOR REGISTERED ONLINE BIDDERS

- 2.1. The minimum age limit for registered Online Bidders is eighteen (18) years and above, of sound mind and not an undischarged bankrupt;
- 2.2. For companies, be incorporated under the laws of Malaysia and not being wound up or in liquidation;
- 2.3. Registered Online Bidders must have full power and authority to bid and to purchase the property and to perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable registered Online Bidders to participate in the public auction and complete the purchase in the event of successful sale.
- 2.4. Registered Online Bidders eligibility requirements are subject to any restrictions and to any legal provisions of existing Federal and State laws. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.

3. REQUIREMENTS FOR ONLINE BIDDERS

- 3.1. Online Bidders may browse through the Ehsan Auctioneer's website and select the properties they wish to bid online.
- 3.2. **For Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:**
 - 3.2.1 Copy of Identity Card (both sides),
 - 3.2.2 Evidence of deposit payment.
- 3.3. **For Agent acting for Individual/Joint Online Bidders, the following documents shall be uploaded upon online registration:**
 - 3.3.1 Copy of Individual/Joint Online Bidder's Identity Card (both sides),
 - 3.3.2 Copy of Agent's Identity Card (both sides),
 - 3.3.3 Copy of letter of authorization to bid,
 - 3.3.4 Evidence of deposit payment.
- 3.4. **For Company, the following documents shall be uploaded upon online registration:**
 - 3.4.1 Copy of the representative Online Bidder's Identity Card (both sides),
 - 3.4.2 Copy of the representative Online Bidder's Identity Card (both sides),
 - 3.4.3 Copy of letter of authorization to bid under the Company's Letter Head,
 - 3.4.4 Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016);
 - 3.4.5 Certified true copy of the company's Memorandum and Articles of Association (M&A),
 - 3.4.6 Board of Director's Resolution,
 - 3.4.7 Evidence of deposit payment.
- 3.5. Online Bidders who is a Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior written consent of the Foreign Investment Committee and/or Economic Planning Unit of Prime Minister Department and/or relevant authorities which shall be uploaded upon online registration. Failing which, Ehsan Auctioneer has the sole discretion to reject the registration of Foreign Citizen/Foreign Company/Permanent Resident as registered Online Bidders

4. REGISTRATION FOR ONLINE BIDDERS

- 4.1. Parties interested to register as an Online Bidders must first sign up as a User by log in on to Ehsan Auctioneer's Website.
- 4.2. Online Bidders only need to register once and this registration shall be used to all future auctions on the Ehsan Auctioneer's Website.
- 4.3. Online Bidders are responsible to provide true, current and accurate information upon registration as an Online Bidders.
- 4.4. Online Bidders are required to provide valid and correct e-mail address under Online Bidders' name in the Ehsan Auctioneer's Website and an e-mail registered in the Ehsan Auctioneer's Website ("registered e-mail") by the Online Bidders shall be used by Ehsan Auctioneer to issue written notification to the Online Bidders pertaining to the public auction.
- 4.5. Online Bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents required including evidence of payment of the 10% deposit of the fixed reserve price onto the Ehsan Auctioneer's website **latest by 3.00 pm, at least one (1) working day before the auction date.**
- 4.6. In compliance with Section 4.5 above, Online Bidders acknowledge and agree that **Ehsan Auctioneers Sdn Bhd**, the Auctioneer, **Ehsan Auctioneers** website, its agents and/or representatives has the right to use Online Bidders' information/details/evidences provided by Online Bidders or its agent for the purposes of registration and verification of Online Bidders, online bidding process and post public auction
- 4.7. Online Bidders are solely responsible to identify the property correctly and to ensure that all details, liabilities, encumbrances and description of the property are correct and accurate before online bidding.
- 4.8. It is the sole and absolute responsibility of all Online Bidders at their own costs and expenses, to seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra only or a Malay Reserved property and/or is a low/medium cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property whether has been issued or not and its particulars, if the title of the property has been issued whether the developer is agreeable to a direct transfer of the property in favour of the successful purchaser, the liabilities over the property including the outstanding service or maintenance charges owing to the relevant authorities or the Developer or the management office and other obligations in respect of the Property and the Online Bidders' eligibility and qualification to purchase the Property). Online Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneer, Ehsan Auctioneer and Ehsan Auctioneer's 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 Online Bidders in respect of any of the aforesaid.

5. 10% (TEN PERCENT) DEPOSIT PAYMENT OF THE FIXED RESERVE PRICE

- 5.1. Online Bidders must make deposit payment as required under the Conditions of Sale, i.e. 10% (ten percent) deposit ("10% deposit") of the fixed reserve price of the property.
- 5.2. Online Bidders shall deposit the 10% deposit by **BANK DRAFT** in the name of **Standard Chartered Bank Malaysia Berhad** (Borrower's name) via Pos Laju services (Pos Malaysia) or by hand to the Ehsan Auctioneer **at least one (1) working day before the auction date.**
- 5.3. The Bank Draft (if delivered via Pos Laju services) shall be attached with the following :-
 - 5.3.1. "Online Bidder Registration Form" at Ehsan Auctioneers website [The Form may appear after selecting the property to be auctioned]. Pos Laju prepaid Envelope shall be obtained at Pos Laju counter for the purpose of returning the Bank Draft to the unsuccessful Online Bidders;
 - 5.3.2. For individual Online Bidders, full details must be written behind the Bank Draft, as follows:
 - a) Name;
 - b) Identity Card No.;
 - c) Telephone No.;
 - d) Current address; and
 - e) Property ID No.
 - 5.3.3. For company Online Bidders, full details must be written behind the Bank Draft, as follows:
 - a) Company's name;
 - b) Company registration No.;
 - c) Name and identity card of the company representative authorized in the Memorandum of Company;
 - d) Telephone No.;
 - e) Current Company's registered address; and
 - f) Property ID No.
- 5.4. Online Bidders shall solely be responsible to keep the evidence of the 10% deposit to claim for the return in the event of withdrawal bidding or unsuccessful bid.
- 5.5. All Online Bidders agree to accept all risks if bank draft is not received by the auctioneer within the specified time, damaged, lost or not found during the delivery process by courier/Poslaju.

6. VERIFICATION OF THE REGISTRATION OF ONLINE BIDDERS

- 6.1. Registration of Online Bidders shall be subject to verification and approval by Ehsan Auctioneer and subject further to the 10% deposit payment being verified by Ehsan Auctioneer. Approval from Ehsan Auctioneer may take at least one (1) working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the Auctioneer. Ehsan Auctioneer, the Auctioneer, Ehsan Auctioneer's website, its agents and/or representatives shall not be held liable in the event the registration of the Online Bidders is rejected and/or delayed for any reason whatsoever. In the event the registration is rejected, the 10% deposit deposited shall be returned by Ehsan Auctioneer to the Online Bidders within two (2) working days via Pos Laju or by hand.
- 6.2. Once Online Registration done, bidder can view the status of registration at **EHSAN AUCTIONEERS SDN. BHD.** website after LOGIN using the same registered email during Online Registration and click into **PROFILE** page. Upon approval and verification by the Ehsan Auctioneer and subject to the bank draft of the 10% deposit received by the Auctioneer, Online Bidders who successfully registered as registered Online Bidders will be allowed to bid online for the property on the auction date under the bidder's profile page (MY PROFILE).
- 6.3. Registered Online Bidders agrees to comply with all the security precautions related to the usage and protection of the **registered email and password** or generally in respect of the use of this service.
- 6.4. Registered Online Bidders if fully responsible to the privacy and confidentiality of the usage of the (registered email and password under Ehsan Auctioneers Website) and not to reveal the (**registered email and password**) to anyone at any time and in the event the (**registered email and password**) is disclosed to any other person at any time and under any circumstances, whether intentionally or unintentionally, the registered Online Bidders shall immediately without delay notify Ehsan Auctioneer.

7. WITHDRAWAL BEFORE BIDDING

- 7.1. Registered Online Bidders who have paid the 10% deposit, may withdraw from the public auction by e-mailing the withdrawal request and enclosing evidence payment of 10% deposit to Ehsan Auctioneer latest by 3PM, at least one (1) working day before the auction date.
- 7.2. The bank draft of the 10% deposit paid if received by the Ehsan Auctioneer shall be returned to the registered Online Bidders within two (2) working days via Pos Laju or by hand.

8. BIDDING RATE

- 8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered Online Bidders and On-site Bidders and value of the property auctioned.
- 8.2. In the event there is only one Registered Online Bidders or On-site Bidders during the auction, the public auction will begin at the property reserve price while if there are more than one Registered Online Bidders and/or On-site Bidders, the public auction will begin at the increment rate which to be determined.

9. ONLINE BIDDING PROCEDURES

- 9.1. Any bid once entered by the registered Online Bidders or On-site bidders shall be binding upon the registered Online Bidders and On-site Bidders and the bid shall not be withdrawn or retracted in any manner whatsoever.
- 9.2. In the event, there is only one (1) or more than one (1) registered Online Bidders and/or On-site bidders and no bid is entered by the said registered Online Bidders and/or On-site bidders, the public auction shall be aborted.
- 9.3. In the event the public auction has started and no bid is made within thirty (30) minutes, the public auction shall be terminated; or
- 9.4. Online Bidding shall generally commence based on the sequence of the lot of the property being shown on the bidding page in the Ehsan Auctioneer's Website. However, the Auctioneer has the right to vary the sequence of the lot of the property without having to give prior notice to registered Online Bidders.
- 9.5. It shall be the responsibility of all registered Online Bidders to log in through the Ehsan Auctioneer's website **at least 15 (fifteen) minutes before the auction time on the date of auction** and to wait for their turn to bid online for the property lot in which they have registered.
- 9.6. The public auction shall commence after the countdown of 3,2,1 and when a flash message stating **"Auction Started"** is displayed.
- 9.7. Registered Online Bidders shall start bidding online by pressing the **"NEXT BID button"** and the bidding amount stated button for the subsequent bids. Each bid will be called for three (3) times **"First Calling", "Second Calling" and "Final Calling"**. Registered Online Bidders are advised to make their bids early before the calling and not to wait until the "Final Calling".
- 9.8. The information shown in the bidding page of Ehsan Auctioneer's website of the new reserve price or increment rate prior to the commencement of the public auction shall be binding on all registered Online Bidders or On-site bidders.
- 9.9. When the bidding website page displays **"No more Bids"**, no further bids shall be accepted by the Auctioneer whether Online or On-site and the registered Online Bidders or On-site bidders with the highest bid shall be declared as the successful Purchaser ("successful Purchaser") upon the fall of the hammer.
- 9.10. The successful and unsuccessful registered Online Bidders shall be notified via registered e-mail by Ehsan Auctioneer.
- 9.11. Unsuccessful registered Online Bidders shall have the bank draft of 10% deposit returned to the registered Online Bidders within two (2) working days via Pos Laju or by hand.
- 9.12. In the event of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale after the fall of the hammer, the Auctioneer may at his own option forthwith determine the dispute or put up the property for sale again or put the property at the last undisputed bid and/or in the event the public auction is deferred due to technical reasons, clarification, disruption or unforeseen circumstances, the Auctioneer may at his discretion decide to pause, restart, postpone and/or withdraw the property from the public auction and the registered Online Bidders will be notified of this on the bidding page of Ehsan Auctioneer's Website.
- 9.13. The Assignee/Bank shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever and the registered Online Bidders will be notified on the Ehsan Auctioneer's Website.
- 9.14. The information shown in the bidding page of Ehsan Auctioneer's website on the declaration of the successful Purchaser shall be binding on all registered Online Bidders and On-site Bidders.
- 9.15. The decision of the Auctioneer shall be final and conclusive.

10. POST PUBLIC AUCTION

- 10.1. A registered Online Bidders who is a Successful Purchaser in the auction sale ("successful online bidder") shall undertake to **sign the Memorandum of Contract** and to pay the differential sum (if any) between the purchase price and the 10% deposit paid under Clause 5.1 above at the office of Ehsan Auctioneer **within three (3) working days from the date of auction**, failing which the 10% deposit paid shall be forfeited to the Assignee/Bank and the auction sale shall be deemed cancelled/terminated and the property may be put up for sale again without further notice to the successful online bidder.
- 10.2. A successful online bidder who is unable to sign the Memorandum of Contract at the office of Ehsan Auctioneer may do so by authorizing his/her/their agent to execute the same on his/her/their behalf by furnishing the following documents to Ehsan Auctioneer.
 - 10.2.1 A colour copy of the agent's Identity Card (both sides);
 - 10.2.2 A colour copy of successful online bidder Identity Card; and
 - 10.2.3 A copy of the Letter of Authorization (if individual) or certified true copy of the Board of Director's Resolution (if company) authorizing such person to do so.
- 10.3. In the event if there is inconsistency between the personal details and documents uploaded in the Ehsan website and the actual documents produced by the successful online bidder/authorized agent at the office of Ehsan Auctioneer, the Auctioneer shall have the right to refuse the successful online bidder/authorized agent from signing the Memorandum of Contract and the Auctioneer may at the Auctioneer's discretion cancel and terminate the sale and the 10% deposit paid shall be forfeited by the Assignee/Bank and the property may be put up for sale again.
- 10.4. The Memorandum of Contract, upon being signed by the successful online bidder /authorized agent, the Auctioneer and Assignee/Bank's Solicitor, shall be a conclusive evidence for the sale of the property to the successful online bidder.
- 10.5. An original Memorandum of Contract duly signed and stamped shall be collected by successful online bidder/authorized agent at the office of Ehsan Auctioneer within seven (7) days from the notification issued by Ehsan Auctioneer through a letter/e-mail/sms/whatsapp. Failing which, an original Memorandum of Contract duly signed and stamped shall be delivered to the successful online bidder by POS LAJU to the address of the successful online bidder provided in the Memorandum of Contract and/or address provided during registration and Ehsan Auctioneer shall not in any way be responsible or liable for any cost and expenses or loss arising thereof.
- 10.6. The successful online bidder shall settle the balance purchase price within ninety (90) days from the date of auction sale.

11. APPLICABLE LAWS AND JURISDICTION

- 11.1. The usage of Ehsan Auctioneer's website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.
- 11.2. 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.

12. CONFIDENTIALITY OF INFORMATION

- 12.1. By accessing this Ehsan Auctioneer's website, all the Online Bidders acknowledge and agree that Ehsan Auctioneer and Ehsan Auctioneer's website may collect, retain, or disclose the Online Bidder's information or any information by the Online 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.
- 12.2. All Online Bidders agree to accept all relevant risks when using the services in the Ehsan Auctioneer's website and the Assignee/Bank, the Assignee/Bank's Solicitors and Ehsan Auctioneer or their respective servants or agents shall not be liable for any unauthorized access, claim or any consequential loss or damages suffered as a result thereof.

13. INTELLECTUAL PROPERTY

- 13.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures or any visual being displayed in the Ehsan Auctioneer's website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from Ehsan Auctioneer.
- 13.2. In the event of any infringement of intellectual property rights under the Online Terms & Conditions herein, Ehsan Auctioneer may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive reliefs.

14. MISCELLANEOUS

- 14.1. In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms & Conditions to any other language (if any), the Online Terms & Conditions in the English Language version shall prevail.