

# PROCLAMATION OF SALE

IN THE MATTER OF PROPERTY IDENTIFIED AS GRN 64136, LOT 58495, MUKIM OF KLANG, DISTRICT OF KLANG AND STATE OF SELANGOR DARUL EHSAN

It is hereby proclaimed that the said **Maybank Islamic Berhad** ("the Registered Owners") with the assistance of the under-mentioned Auctioneer will sell the Property described below by:-

## PUBLIC AUCTION

VIA ONLINE BIDDING

ON TUESDAY, THE 19<sup>TH</sup> DAY OF AUGUST, 2025

AT 3.30 P.M. IN THE AFTERNOON,

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

Prospective bidders may submit bids for the property online via [www.ehsanauctioneers.com](http://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:- (1) inspect the subject property, (2) seek legal advice on the Condition of Sale herein, (3) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and, (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.

### DESCRIPTION OF THE SUBJECT PROPERTY:-

The subject property comprises an intermediate single storey terraced house bearing postal address No. 16, Jalan Dato Abdul Hamid 27, Taman Sentosa, 41200 Klang, Selangor Darul Ehsan.

### PARTICULARS OF TITLES:-

The Strata Title in respect of the subject property has been issued.

Individual Title No.	:	GRN 64136, Lot No. 58495
Mukim / District / State	:	Klang / Klang / Selangor Darul Ehsan
Developer's Parcel No.	:	No. 16, Type A Single Storey Terrace House, Taman Sentosa, Klang
Tenure	:	Freehold
Land Area	:	1,302 square feet
Registered Owner	:	<b>Maybank Islamic Berhad</b>
Category of Land Use	:	Bangunan
Express Condition	:	Bangunan Kediaman
Restriction in Interest	:	Tiada

### RESERVE PRICE:-

The property will be sold on an **AS IS WHERE IS** basis and subject to a reserve price of **RM 460,000.00 (RINGGIT MALAYSIA FOUR HUNDRED AND SIXTY THOUSAND ONLY)** and the Conditions of Sale from the above Registered Owner and subject to the consent being obtained by the successful bidder from the Developer and other relevant authorities. **Any arrears of quit rent, taxes, service, and maintenance charges including any interest and late penalty charges arising out of service and maintenance charges, foregoing shall include payment due to Tenaga Nasional Berhad, Telekom Berhad and Indah Water Konsortium Sdn Bhd shall be borne by the successful bidder.**

### TERM OF SALE:-

All intending bidders are required to deposit with the Auctioneer a sum equivalent to **10%** of the reserve price by **BANK DRAFT** in favour of **Maybank Islamic Berhad** prior to the commencement of the auction sale, **The balance purchase price is to be settled within ninety (90) days from the date of auction sale or extended period of thirty (30) days subject to an interest of eight percent (8%) per annum on the balance unpaid calculated on a daily basis from the day next following the completion date until full payment of such amount on or before the extended expiry date.**

For further particulars, please apply the under-mentioned Auctioneer:-

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

Suite C-20-3A, Tingkat 20, Blok C, Megan Avenue II,

12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

Tel.: 03-21616649 Fax: 03-21616648

**Our Ref No: LIANA/PA0397/GL**

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

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

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

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

**/ABDUL RAHIM BIN HUSSIN**

(Licensed Auctioneers)

# PERISYTIHARAN JUALAN

DALAM PERKARA HARTANAH YANG DIKENALI GRN 64136, LOT 58495, MUKIM KLANG, DAERAH KLANG  
DAN NEGERI SELANGOR DARUL EHSAN

Adalah dengan ini diperisytiharkan bahawa **Maybank Islamic Berhad** ("Pemilik Berdaftar") dengan dibantu oleh Pelelong yang tersebut di bawah ini akan menjual Hartanah yang tersebut bawah ini secara:-

## LELONGAN AWAM

SECARA ATAS TALIAN

PADA HARI SELASA, 19HB OGOS, 2025

JAM 3.30 PETANG,

DI LAMAN WEB [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

Bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui [www.ehsanauctioneers.com](http://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: (1) memeriksa hartanah tersebut, (2) meminta nasihat daripada Pihak Guaman mengenai Syarat-syarat Jualan, (3) membuat carian Hakmilik Induk secara rasmi di Pejabat Tanah dan Pihak-pihak Berkuasa yang berkenaan, dan (4) membuat pertanyaan dengan Pihak Pemaju dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan ini sebelum jualan lelong.

### LOKASI DAN KETERANGAN HARTA:-

Hartanah ini adalah sebuah rumah teres dua tingkat lot tengah yang beralamat pos di No. 16, Jalan Dato Abdul Hamid 27, Taman Sentosa, 41200 Klang, Selangor Darul Ehsan.

### BUTIR-BUTIR HAKMILIK:-

Hakmilik Strata berkenaan dengan hartanah subjek telah dikeluarkan.

No. Hakmilik individu	:	GRN 64136, Lot No. 58495
Mukim / Daerah / Negeri	:	Klang / Klang / Selangor Darul Ehsan
No. Petak Pemaju	:	No. 16, Jenis Sebuah Rumah Teres Setingkat, Taman Sentosa, Klang
Pegangan	:	Selama-lamanya
Keluasan Tanah	:	1,302 kaki persegi
Pemilik Berdaftar	:	<b>Maybank Islamic Berhad</b>
Kategori Kegunaan Tanah	:	Bangunan
Syarat Nyata	:	Bangunan Kediaman
Sekatan kepentingan	:	Tiada

### HARGA RIZAB:-

Hartanah tersebut akan dijual atas dasar **SEPERTIMANA SEDIA ADA** dan tertakluk kepada satu harga rizab sebanyak **RM 460,000.00 (RINGGIT MALAYSIA EMPAT RATUS DAN ENAM PULUH RIBU SAHAJA)** dan tertakluk kepada syarat-syarat yang terkandung dalam Syarat Jualan oleh pembida yang berjaya dan juga tertakluk kepada memperolehi kebenaran daripada Pihak Pemaju/Pihak Berkuasa Negeri. **Sebarang tunggakan cukai tanah, cukai taksiran, caj perkhidmatan dan perkara yang disebutkan di atas termasuk caj pembayaran kepada Tenaga Nasional Berhad, Telekom Malaysia Berhad dan Indah Water Konsortium sepenuhnya ditanggung oleh pembida yang berjaya.**

### TERMA JUALAN:-

Kesemua penawar yang ingin membuat tawaran dikehendaki mendepositkan kepada Pelelong suatu jumlah yang bersamaan 10% daripada harga rizab secara **BANK DERAJAT** di atas nama **Maybank Islamic Berhad** sebelum lelongan bermula dan baki wang belian hendaklah dijelaskan dalam tempoh **sembilan puluh (90) hari** dari tarikh jualan kepada **Pemilik Berdaftar/Tuan Punya** atau dalam tempoh lanjutan tiga puluh (30) hari tertakluk kepada **late payment interest** sebanyak lapan peratus (8%) setahun dikira atas baki wang belian dari tarikh luputnya 90 hari sehingga tarikh penyelesaian penuh baki wang belian.

Untuk butir-butir selanjutnya, sila berhubung dengan Pelelong yang tersebut di bawah ini:-

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

Suite C-20-3A, Tingkat 20, Blok C, Megan Avenue II,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.  
Tel.: 03-21616649 Fax: 03-21616648

No. Ruj Kami: **LIANA/PA0397/GL**

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

Laman Web: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

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

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

**/ ABDUL RAHIM BIN HUSSIN**

(Pelelong Berlesen)

## **CONDITIONS OF SALE**

- 1) This sale is made by **Maybank Islamic Berhad** ("the Registered Owners") and is made subject to all conditions and category of land use express or implied or imposed upon or relating to or affecting the property.
- 2) Subject to the reserve price, the highest bidder being allowed by the Auctioneer/Registered Owner shall be the Purchaser but the Auctioneer/Registered Owner shall have the right to refuse any bid. If any dispute shall arise as to any bidding the property shall at the option of the Registered Owner be put up again for sale or the Auctioneer/Registered Owner may decide the dispute without a resale.
- 3) No bid shall be less than the previous bid of the sum to be fixed by the Auctioneer at the time the property is held for auction and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Auctioneer/Registered owner and the property shall at the option of the Auctioneer/Registered Proprietor be put up for sale again or the Auctioneer/Registered owner may decide to adjourn the auction sale to another date.
- 4) All intending bidders are required to deposit with the Auctioneer 10% of the fixed reserve price for the property by bank draft or cashier's order only in favour of **Maybank Islamic Berhad** prior to the auction sale. 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 is acting on behalf of other person, body corporate, or firm and he/she is authorised to sign all the necessary documents.
- 5) Immediately after fall of the auctioneer's hammer, the Purchaser shall pay to Auctioneer/Company the difference between the deposit pursuant to Clause 4 above and the sum equivalent to **10%** of the successful bid in either CASH or BANK DRAFT in favour of **Maybank Islamic Berhad** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions. The sum paid by the successful Purchaser under Clause 4 and this clause shall be held by the Auctioneer and the Auctioneer shall release the aforesaid 10% to **Maybank Islamic Berhad** upon receipt the duplicate copy of this Memorandum of Sale or upon receipt the confirmation of this sales. .
- 6) In the event that the Purchaser fails to pay the difference between deposit pursuant to Clause 5 and the sum equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 herein shall be forfeited by the Registered Owner and the property may be put up for sale again at a time to be fixed by the Registered Owner and the deficiency in price (if any) which may result from the resale shall be recoverable from the defaulting Purchaser.
- 7) **The balance purchase price is to be settled by the Purchaser vide Banker's Draft or Cashier's Order in favour of the Registered Owner within ninety (90) days from the date of auction sale or extended period of thirty (30) days subject to a late payment charges of eight percent (8%) per annum on the balance unpaid calculated on a daily basis from the day next following the completion date until full payment of such amount on or before the extended expiry date.**
- 8) In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 7 above, the deposit paid pursuant to Clause 5 above shall be forfeited by the Registered Owner and the property may again be put up for sale at a time to be fixed by the Registered Owner. The cost of such resale together with either a deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser.
- 9) As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regards any loss or damage of whatsoever nature or howsoever occurring. The Property shall be deemed to have been inspected by the Purchaser and the Purchaser shall be deemed to have purchased and accepted the same on an "as is where is" basis and in the condition and state in which the same is at the date hereof and the Purchaser shall not be entitled to rescind this Agreement or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of the condition and state thereof.
- 10) The Purchaser shall admit the identity of the property described herein as the same as that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
- 11) **Any arrears of quit rent, taxes, service, and maintenance charges including any interest and late penalty charges arising out of service and maintenance charges, foregoing shall include payment due to Tenaga Nasional Berhad, Telekom Berhad, Indah Water Konsortium Sdn Bhd and/or Puas Berhad for utilities and/or sewerage supplied to the Property and sum whatsoever or howsoever which may be lawfully due to any relevant authority and/or the developer, all duties including stamp, administrative charges, fees, cost and charges incidental to the assignment or transfer of the beneficial ownership in the Property to the Purchaser shall solely and wholly be borne by the purchaser.**
- 12) The property is sold subject to all existing leases, tenancies, caveats and occupiers thereunder and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- 13) The Registered Owner at his best knowledge 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 any sale nor shall any abatement or compensation be allowed in respect thereof.

- 14) The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, tenancies, easements, 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 therefore without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, miss-statement, omission or miss-description shall annul the sale nor shall any compensation be allowed in respect thereof.
- 15) In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault, this sale shall be of no further effect from the date thereof and Registered Owner shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Registered Owner) to the Purchaser, less any expenses and/or fees incurred by the Registered Owner in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Registered Owner or any other party an account thereof.
- 16) The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities for consent to transfer and to keep the Registered Owner informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
- 17) The Purchaser after the payment of the balances of the purchase price shall at his own cost and expenses take possession of the property without obligation on the part of the Registered Owner or his Agent to deliver vacant possession.
- 18) All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.
- 19) For the purpose of these conditions, time shall be the essence of the contract.
- 20) In the event of any discrepancy, miss-statement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.
- 21) In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Registered Owner.

## **CONTRACT**

**MEMORANDUM:-** At the sale by Public Auction held this day the **19th day of August, 2025** of the property comprised in the foregoing particulars that is to say the right title interest and benefits in respect of the Property identified as **GRN 64136, Lot No. 58495, Mukim of Klang, District of Klang and State of Selangor Darul Ehsan** and bearing postal address **No. 16, Jalan Dato Abdul Hamid 27, Taman Sentosa, 41200 Klang, Selangor Darul Ehsan**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of RM ..... by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Registered Owner acknowledge receipt of the said deposit.

Purchase Money RM .....

Deposit Money RM.....

Balance Due RM.....

1) First Purchaser's Name:-.....

NRIC No.: .....

2) Second Purchaser's Name:-.....

NRIC No.: .....

Address:-.....

.....

Tel: .....

.....  
(Signature of Purchaser/s Authorized Agent)

.....  
Signature  
**For Messrs. EHSAN AUCTIONEERS SDN BHD**  
**Dato' Haji Abdul Hamid P.V. Abdu (D.I.M.P)**  
**/ Abdul Rahim Bin Hussin**  
(Licensed Auctioneers)

.....  
**TAN SOOK YEN, ONG CHAI SENG & TAN PENG CHAI**  
**(NRIC NO.: 860214-56-5104), (NRIC NO.: 850516-10-5745) & (NRIC NO.: 590201-10-6761)**  
The Registered Owners

## **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") must be made via local bank transfer to **AMBank (M) BERHAD** in favour of **EHSAN AUCTIONEERS SDN. BHD.** (BIDDER DEPOSIT) Account No: **0662012000727** within 1 working days 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.