

PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT PROPERTY FINANCING (TAWARRUQ) AND DEED OF ASSIGNMENT BOTH DATED 03rd DAY OF DECEMBER, 2020

BANK SIMPANAN NASIONAL
BETWEEN
AND
.....Assignee/Bank

IRMA FARADILLA BINTI ABD RAFA (NRIC NO.: 880926-05-5020)
HAIRUL HANIFF BIN ABD AZIZ (NRIC NO.: 861111-33-5845)
.....Assignors/Borrowers

In the exercise of the rights and powers conferred upon the Assignee/Bank under a **Facility Agreement Property Financing (Tawarruq) and Deed of Assignment both dated 03rd day of December, 2020** entered between the Assignors/Borrowers and the said Assignee/Bank it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell by:-

PUBLIC AUCTION VIA ONLINE BIDDING ON MONDAY, THE 30TH DAY OF OCTOBER, 2023, AT 3.30 P.M. IN THE AFTERNOON AT WEBSITE www.ehsanauctioneers.com

Prospective bidders may submit bids for the property online via www.ehsanauctioneers.com

(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)

NOTE:- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

- Read and fully understand all the terms and conditions of sale herein;
- Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities;
- Inspect the subject property;
- Verify pertinent particulars of the documents;
- Verify the postal address of the subject property with the developer/registered proprietor,
- Check on the issuance of separate individual title for the subject property with developer/registered proprietor,;
- Seek legal advice on the terms and conditions of sale herein;
- Make necessary enquiries with the relevant authorities and the developer/registered proprietor, on the Restriction-In-Interest, Terms and conditions of consent to the sale herein; and
- The subject property is sold on "as is where is" basis.
- The Assignee/Bank is not responsible in obtaining any consent from the Developer/registered proprietor, and/or/ state authorities or relevant bodies prior or after the auction sale.

PARTICULARS OF TITLES:-

Strata title for the subject property has yet to be issued.

Master Title No. / Lot No. : Geran 262968, Lot No. 63996
Mukim / District / State : Ampangan / Seremban / Negeri Sembilan
Developer's Parcel No. : C-6-9, Storey No. Level 6, Building No. Block C, together with an Accessory Parcel Car Park No. 101, Garden Villa Apartment
Tenure : Freehold
Floor Area : 92.40 square metres (995 square feet)
Vendor/Developer : Park Properties Sdn. Bhd. (61723-H)
Beneficial Owner (s) : Irma Faradilla Binti Abd Rafa & Hairul Haniff Bin Abd Aziz
Encumbrances : Assigned to Bank Simpanan Nasional

LOCATION AND DESCRIPTION:-

The subject property is a **3-bedroom apartment unit** and bearing postal address **Unit No. C-6-09, Block C, Laman Villa, Jalan Taman Bandar Senawang 4, Taman Bandar Senawang, 70450 Seremban, Negeri Sembilan.** **Accommodation:-** Foyer, kitchen, yard, dining area, living area opening onto a balcony, master bedroom with an attached bath 1, bedroom 2, bedroom 3 and bath 2.

RESERVE PRICE:-

The property will be sold on "as is where is basis" subject to a reserve price of **RM164,025.00 (RINGGIT MALAYSIA ONE HUNDRED AND SIXTY FOUR THOUSAND AND TWENTY FIVE ONLY)** and to the Conditions of Sale by way of an Assignment from the above Assignee and subject to the consent being obtained from the Developer and other relevant authorities, if any and all expenses incurred in obtaining the said consent shall be borne by the Purchaser. **Online bidders are further subject to the Terms & Conditions on www.ehsanauctioneers.com.**

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 **Bank Simpanan Nasional** or remit the same through online banking transfer, **one (1) working day before auction date** and the balance of the purchase money to be settled **one hundred twenty (120) days** from the date of the sale to **Bank Simpanan Nasional**. **The Assignee/Bank provides a facility/loan to the successful bidder subject to such terms and conditions of the Bank. For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com on the manner of payment of the deposit.**

CONSENT TO TRANSFER: The subject property will be sold subject to the consent to Transfer and/or Assignment being obtained by the successful bidder from the relevant authorities if applicable.

For further particulars, please apply to **Messrs. Tawfeek Badjenid & Partners (PJ)**, Solicitors for the Assignee/Bank whose address for service is at **Suite E-09-20, AmCorp Business Suite, Tingkat 9, Menara Melawangi, Jalan Persiaran Barat, 46050 Petaling Jaya, Selangor.** (Ref No.: TBP/PJ/BSN(HL)/L/230692-23, Tel No.: 03-7960 0582, Fax No.: 03-7960 0587) 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.: 03-2161 6649 Fax No.: 03-2161 6648
Ref No: **UMI/BSN933/TBP(2)**
Website: www.ehsanauctioneers.com
E-mail: hema@ehsanauctioneers.com
HP NO. : 016-2161 047 (CALL, WHATSAPP & SMS)

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

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN PEMBIAYAAN HARTANAH (TAWARRUQ) DAN SURATIKATAN PENYERAHANHAK KEDUA-DUANYA BERTARIKH 03HB DISEMBER, 2020

BANK SIMPANAN NASIONAL

DI ANTARA
DAN

.....Pihak Pemegang Serahhak/Bank

IRMA FARADILLA BINTI ABD RAFA (NO K/P.: 880926-05-5020)
HAIRUL HANIFF BIN ABD AZIZ (NO K/P.: 861111-33-5845)

.....Pihak Penyerahhak/Pihak Peminjam

Dalam perkara Perjanjian Kemudahan Pembiayaan Hartanah (Tawarruq) dan Suratikatan Penyerahhak Kedua-duanya bertariikh 03hb Disember, 2020 di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pihak Peminjam dan dalam menjalankan Hak dan Kuasa oleh Pihak Pemegang Serahhak/Bank dan di bawah Perjanjian tersebut adalah dengan ini diperisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah ini akan menjual secara:-

LELONGAN AWAM

SECARA ATAS TALIAN
PADA HARI ISNIN, 30HB OKTOBER, 2023,
JAM 3.30 PETANG,
DI LAMAN WEB www.ehsanauctioneers.com

Bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui www.ehsanauctioneers.com

- NOTA:-
(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)
Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:
a) Membaca dan memahami dengan teliti terma dan syarat-syarat jualan;
b) Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan;
c) Memeriksa hartanah tersebut;
d) Memeriksa butir-butir mustahak dalam dokumen-dokumen;
e) Memastikan alamat pos hartanah dengan pihak pemaju/pemilik tanah berdaftar;
f) Memeriksa dengan pemaju/pemilik tanah berdaftar mengenai status pengeluaran hakmilik individu;
g) Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini;
h) Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan, Terma dan Syarat-syarat kebenaran untuk jualan ini; dan
i) Hartanah tersebut dijual dalam keadaan "seperti sedia ada".
j) Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HAKMILIK:-

Hakmilik Strata untuk hartanah subjek masih belum dikeluarkan lagi.

No. Hakmilik Induk / No. Lot : Geran 262968, Lot No. 63996
Mukim / Daerah / Negeri : Ampangan / Seremban / Negeri Sembilan
No. Petak Pemaju : C-6-9, No. Tingkat 6, No. Bangunan Blok C, bersama dengan Petak Aksesori Tempat Letak Kereta No. 101, Pangsapuri Garden Villa
Pegangan : Selama-lamanya
Keluasan Lantai : 92.40 meter persegi (995 kaki persegi)
Penjual/Pemaju : Park Properties Sdn. Bhd. (61723-H)
Pemilik Benefisiari : Irma Faradilla Binti Abd Rafa & Hairul Haniff Bin Abd Aziz
Bebanan : Diserahhak kepada Bank Simpanan Nasional

LOKASI DAN KETERANGAN HARTANAH:-

Hartanah tersebut adalah unit pangsapuri 3 bilik tidur yang beralamat Unit No. C-6-09, Block C, Laman Villa, Jalan Taman Bandar Senawang 4, Taman Bandar Senawang, 70450 Seremban, Negeri Sembilan. **Akomodasi:-** Ruang legar, dapur, halaman, ruang makan, ruang tamu bersambung ke balkoni, bilik tidur utama bersambung dengan bilik mandi 1, bilik tidur 2, bilik tidur 3 dan bilik mandi 2.

HARGA RIZAB:-

Hartanah tersebut akan dijual atas dasar "seadanya disitu" tertakluk kepada satu harga rizab sebanyak **RM164,025.00 (RINGGIT MALAYSIA SATU RATUS ENAM PULUH EMPAT RIBU DAN DUA PULUH LIMA SAHAJA)** dan tertakluk kepada syarat-syarat yang terkandung dalam Perisytiharan Jualan dalam Bahasa Inggeris. Harta ini juga akan di jual melalui Suratcara Pinjaman dan Penyerahan Hak tertakluk kepada memperoleh kebenaran daripada Pihak Pemaju/Pihak Berkuasa Negeri di mana semua perbelanjaan untuk memperoleh kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya. Pembeli melalui online juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam www.ehsanauctioneers.com.

Kesemua penawar yang ingin membuat tawaran dikehendaki menandatangani kepada Pelelong suatu jumlah yang bersamaan 10% daripada harga rizab secara **BANK DERAH** diatas nama **Bank Simpanan Nasional** atau melalui pemindahan perbankan atas talian kepada Pelelong, sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan dan baki wang belian hendaklah dijelaskan dalam tempoh seratus dua puluh (120) hari dari tarikh jualan kepada **Bank Simpanan Nasional**. Bank menawarkan pinjaman kepada pembeli, lelong tertakluk kepada kelayakan dan syarat-syarat semasa Bank. Untuk penawar dalam talian sila rujuk Terma & Syarat pada www.ehsanauctioneers.com dengan cara pembayaran deposit.

KEBENARAN PINDAHMILIK: Hartanah tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembida berjaya daripada Pemaju dan/atau mana-mana pihak berkuasa lain (jika berkenaan).

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan Tawfeek Badjenid & Partners (PJ)**, Peguamcara bagi Pihak Pemegang Serahhak/Bank diatas yang beralamat di Suite E-09-20, AmCorp Business Suite, Tingkat 9, Menara Melawangi, Jalan Persiaran Barat, 46050 Petaling Jaya, Selangor. (No. Ruj: TBP/PJ/BSN(HL)/L/230692-23, No. Tel: 03-7960 0582, No. Faks: 03-7960 0587), atau Pelelong yang tersebut di bawah ini:-

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

Suite C-20-3A, Level 20, Block C, Megan Avenue II,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur
No. Tel : 03-2161 6649 No. Faks: 03-2161 6648

No. Ruj: **UMI/BSN933/TBP(2)**

Laman Web: www.ehsanauctioneers.com

E-mail: hema@ehsanauctioneers.com

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

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

/ ABDUL RAHIM BIN HUSSIN

(Pelelong Berlesen)

CONDITIONS OF SALE

- 1) This sale is made by **BANK SIMPANAN NASIONAL** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee/Bank pursuant to a **Facility Agreement Property Financing (Tawarruq) and Deed of Assignment both dated 03rd day of December, 2020** executed by **IRMA FARADILLA BINTI ABD RAFA & HAIRUL HANIFF BIN ABD AZIZ** ("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.
- 2) Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser 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. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again 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 to pay any deposit whatsoever) and in the event of it becoming the Purchaser, to set-off the purchase price against the amount due and owing under the **Facility Agreement Property Financing (Tawarruq) and Deed of Assignment both dated 03rd day of December, 2020** 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) No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time of the property is put up for sale and no bidding shall be retracted.
- 5) All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer ten percent (10%) of the fixed reserved price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL** or remit the same through online banking transfer, **one (1) working day before auction date**. For online bidders, please refer to the Terms and Conditions on www.ehsanauctioneers.com for manner of payment of the deposit.
- 6) 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 commencement of the Auction Sale an Authority Letter to state he / she is acting on behalf of another person, body, corporate or firm and he / she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine whether the Authority Letter is acceptable to the Auctioneer and to permit the Agent to bid at the Auction Sale and the decision of the Auctioneer in this concern is final. All intending bidders shall be required to produce their Identity Card to verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is an undischarged bankrupt or is not legally competent to purchase the property or if the property imposed with bumiputra restriction was sold to a non bumiputra, then such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put up the property for sale.
- 7) Immediately after the fall hammer, the Purchaser other than the Assignee/Bank if he is the purchaser shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to ten percent (10%) of the successful bid either in cash or by Bank Draft as payment of deposit (payment deposit) and towards part payment of the purchase price and shall sign the Memorandum of Contract at the foot of these conditions. For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the same.
- 8) In default of such deposit or Purchaser fails to sign the Memorandum of Contract, the property shall forthwith be again put up for sale and the deposit of ten percent (10%) of the purchase price shall be forfeited to the said **Assignee/Bank**.
- 9) The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within **ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL**. The Assignee/Bank shall be under no obligation to extend the period of 120 days. However, the period of One Hundred and Twenty (120) days may be extended by the Assignee/Bank in its absolute discretion upon written request by the Purchaser or his Solicitor before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee/Bank an interest at a rate to be determined by the Assignee/Bank at its absolute discretion on the balance of the purchase price calculated on daily basis until full payment of such amount on or before the extended expiry date.
- 10) In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 & 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.
- 11) Upon full payment of the balance purchase price in accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Registered Proprietor and/or any relevant authorities, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, title, interest and benefits under the Principal Sale & Purchase Agreement entered between the Developer and the Registered Proprietor and the Assignor/Borrower upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/ Registered Proprietor and /or any relevant authorities, the Assignee/Bank shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Principal Sale and Purchase Agreement and certified true copy(s) of the previous Assignment relating to the subsales (if any). For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank.
- 12) In the event of the individual title/subsidiary title has been or is issued, the Purchaser of the property shall bears the costs and expenses for the perfection of Assignment and the transfer of the title over the Property to the Purchaser.
- 13) Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, **PROVIDED ALWAYS** the foregoing shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn.Bhd, SESCO, Sabah Electricity Sdn Bhd, Sabah Water Department, Kuching Water Board and/or PUAS/SAINS for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the Conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.

- 14) The Purchaser shall admit the identity of the property purchased by the Purchaser with 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 in the muniments respectively.
- 15) All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.
- 16) The property is sold subject to all existing leases, easements, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.
- 17) Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale therein, it is hereby agreed that any arrears of quit rent, taxes, maintenance charges, assessment rate, insurance and sinking fund (**excluding any late payment charges and penalty**) which may be lawfully due to any relevant authorities or Developer up to the date of successful sale of auction of the property shall all be paid by the Assignee/Bank out of the balance of the purchase price. All outstanding charges incurred after the successful auction shall be borne by the Purchaser.
- 18) As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring.
- 19) The property is believed and shall be taken to be correctly described and is sold subject to all easements, thereover without any obligation arising to define the same respectively and no error, misstatements or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof
- 20) All costs and charges or incidental of the title of the property shall be borne by the Purchaser.
- 21) The Purchaser shall within **one hundred and twenty (120) days** from the date of the auction sale apply to and obtain from the Developer/**Registered Proprietor** and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer/Registered Proprietor or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer/Registered Proprietor and/or the relevant authority, whichever is the earlier and to keep the Assignee/Bank 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.
- 22) The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full shall at their/his own expenses take possession of the property without obligation on the part of the Assignee/Bank or his Agent to give vacant possession.
- 23) 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 or any improvement schemes and in such encroachments shall be found to exist or if the Government or any local authority has any such intention the same shall not annul any sale or shall any abatement or compensation be allowed in respect thereof.
- 24) All necessary investigation required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
- 25) Loans/Financing will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee/Bank
- 26) For the purpose of these conditions time shall be the essence of the contract.
- 27) In the event there is any balance of monies due to the Developer/Registered Proprietor by the Assignor/Borrower under their Principal Sale & Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.
- 28) **In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer/Registered Proprietor and/or any other relevant authorities, this sale shall be null and void and be of no further effect and the Assignee/Bank shall refund the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the Assignee/Bank or any other party in respect of this sale, and the Purchaser if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.**
- 29) In the event of any discrepancy, mis-statement, omission or error appearing in the various translations on the particulars and conditions herein, the English version shall prevail.
- 30) In the event any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
- 31) The Assignee/Bank be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

CONTRACT

MEMORANDUM:- At the sale by Public Auction held this **30th day of October, 2023 (Monday)** the property comprised in the foregoing Particulars that is to say the right title interest and benefits under the **Facility Agreement Property Financing (Tawarruq) and Deed of Assignment both dated 03rd day of December, 2020** entered in between **BANK SIMPANAN NASIONAL** of the one part and by **IRMA FARADILLA BINTI ABD RAFA & HAIRUL HANIFF BIN ABD AZIZ**. 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 Solicitor's abovenamed 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 Money	RM.....
Balance Due	RM.....

1) First Purchaser's Name:-

I/C No:-

2) Second Purchaser's Name:-

I/C No:-

Address:-

.....

**Signature of Purchaser(S)
/ Purchaser(s)'s Authorized Agent**

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

SIGNATURE
For **Messrs. Tawfeek Badjenid & Partners**
SOLICITOR FOR THE ASSIGNEE

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 **BANK SIMPANAN NASIONAL** in favour of **EHSAN AUCTIONEERS SDN. BHD.** (BIDDER DEPOSIT) Account No: **1410041000209407**. 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 (2) working days.
- 3.8. After Online Registration done, bidder can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.9. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
 - a. The person's NRIC copy (front and back); and
 - b. A copy of the relevant Letter of Authorization.
- 3.10. Upon approval and verification by **EHSAN AUCTIONEERS** administrator and subject to the deposit payment being cleared by the bank, registered E-Bidders can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

4. BIDDING PROCEDURES

- 4.1. Bidders have to login at **EHSAN AUCTIONEERS SDN. BHD.** Website using the same registered email 30 minute before Auction Time.
- 4.2. Bidders have to click **VIEW BID SCREEN BUTTON** beside the status to show the bidding screen. Once enter the bidding screen bidders will be on **STANDBY MODE** 30 minute before the auction started.
- 4.3. Bidding shall generally commence based on the sequence of the lot being shown on the **EHSAN AUCTIONEERS SDN. BHD.** website. However, the Auctioneer has the right to vary this sequence without notice.
- 4.4. It shall be the responsibility of registered E-Bidders to log in through **the EHSAN AUCTIONEERS SDN. BHD.** website to wait for their turn to bid for the property lot in which they intend to bid.
- 4.5. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.
- 4.6. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
- 4.7. "Standby mode" is displayed, followed by a message stating **"AUCTION STARTED"**. Enter your BID by clicking **"NEXT BID"** button.
- 4.8. Each bid will be called for 3 times, **"FIRST CALLING", "SECOND CALLING", "FINAL CALL"**. Registered E-Bidders may submit their bid at any of these stages of biddings by click the bid amount.
- 4.9. Any bid by the registered E-bidders shall not be withdrawn once entered.
- 4.10. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the **BIDDING SCREEN**.
- 4.11. When system displays **"NO MORE BIDS"**, no further bids will be accepted by the Auctioneer, whether on-site or through the **EHSAN AUCTIONEERS SDN. BHD.** website.
- 4.12. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 4.13. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
- 4.14. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
- 4.15. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
- 4.16. The information shown and/or prompted on the screen handled by the **EHSAN AUCTIONEERS SDN. BHD.** website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

5. POST PUBLIC AUCTION

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

6. OTHER APPLICABLE TERMS & CONDITIONS

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

7. APPLICABLE LAWS AND JURISDICTION

- 7.1. The usage of **EHSAN AUCTIONEERS SDN. BHD.** website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
- 7.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

8. CONFIDENTIALITY OF INFORMATION

- 8.1. By accessing this **EHSAN AUCTIONEERS SDN. BHD.** website, the E-Bidders acknowledge and agree that **EHSAN AUCTIONEERS SDN. BHD.** website may collect, retain, or disclose the E-Bidder's information or any information by the e-bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
- 8.2. E-Bidders agree to accept all associated risks when using the service in the **EHSAN AUCTIONEERS SDN. BHD.** website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
- 8.3. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
- 8.4. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
- 8.5. E-Bidders accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the Bidders shall immediately notify **EHSAN AUCTIONEERS SDN. BHD.**

9. INTELLECTUAL PROPERTY

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

10. MISCELLANEOUS

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