

# PROCLAMATION OF SALE

IN THE MATTER OF DEED OF ASSIGNMENT (BY WAY SECURITY) DATED THE 28<sup>TH</sup> DAY OF SEPTEMBER, 2014

BETWEEN

SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD (Company No. 49572-H)

.....Assignee

AND

NIK LUKMAN HAKIM BIN NIK OMAR (NRIC NO.: 790501-03-5623)

.....Assignor/Customer

In the exercise of the rights and powers conferred upon the Assignee under the **Deed Of Assignment (By Way Security) Dated The 28th Day Of September, 2014** entered into between the Assignor/Customers and the said Assignee it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer will sell the property described below by:-

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

VIA ONLINE BIDDING

ON WEDNESDAY, THE 12<sup>TH</sup> DAY OF AUGUST, 2020

AT 11.30 A.M. IN THE MORNING,

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

Alternatively, 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 :** (1) Prior to the auction sale, all intending bidders are advised to:-

- (i) inspect the subject property
  - (ii) conduct an official title search
  - (iii) enquire from the Developer/Proprietor and/or other relevant authorities
  - (iv) obtain a copy of the Conditions of Sale from the Auctioneer.
- (2) This material is based upon information which we consider reliable. As it has been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.
- (3) As at auction date, consent (if applicable) from the Developer/Proprietor and/or other relevant authorities is yet to be obtained, it is the responsibility and liability of the successful bidder to obtain the consent/transfer (if applicable) pertaining the auction from the Developer/Proprietor and/or other relevant authorities.

### **PARTICULARS OF PROPERTY:-**

**Strata Title has not been issued.**

Master Title No.	:	H.S(M) 1930, PT No. 3925
Mukim / District / State	:	Guntong / Limbat / Kelantan
Floor Area	:	184.59 square metres (1,987 square feet)
Developer's Parcel No.	:	Parcel No. 3925-2-1 Second Floor, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir Tumboh
Tenure	:	Leasehold interest
Vendor	:	MSO Corporation Sdn Bhd (26615-D)
Proprietor	:	Majlis Perbandaran Kota Bharu-Bandaraya Islam
Purchaser / Beneficial Owner(s)	:	<b>Nik Lukman Hakim Bin Nik Omar (Nric No.: 790501-03-5623)</b>
Encumbrances	:	Private caveat was entered by Maybank Islamic Berhad and Public Islamic Bank Berhad
<b>Note</b>	:	<b>Malay Reserve</b>

### **LOCATION AND DESCRIPTION:-**

The subject property is a corner office unit bearing postal address of **No. 3925-2-1, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir Tumboh, 16150 Kota Bahru, Kelantan.**

### **RESERVE PRICE:-**

The property will be sold on an "as is where is" basis subject to a reserve price of **RM500,000.00 (RINGGIT MALAYSIA FIVE HUNDRED THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any. **Online bidders are further subject to the Terms & Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com).**

All intending bidders are required to deposit with the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT or CASHIER'S ORDER** in favour of **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** or remit the same through online banking transfer, **one (1) working day before auction date.** For online bidders please refer to the Terms & Conditions on [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) on the manner of payment of the deposit. The balance of the purchase price to be settled within **one hundred and twenty (120) days.**

For further particulars, please apply to **Messrs. Ganesan & Irmohizam**, Solicitors for the Assignee/Bank at **B-8-2, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur.** (Ref No.: **GI/3415/16/SME**, Tel No.: **03-2780 8080** Fax No.: **03-2714 3117** or the under mentioned Auctioneer:-

**EHSA NAUCTIONEERS SDN. BHD. (Co. No. 617309-U)**

Suite C-20-3A, Level 20, Block C, Megan Avenue II,

12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

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

Our Ref: **NADIA/SME0022/GI**

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

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

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

**/ ABDUL RAHIM BIN HUSSIN**

(Licensed Auctioneers)

# PERISYTIHARAN JUALAN

DALAM PERKARA SURAT IKATAN PENYERAHANHAK (SECARA SEKURITI) BERTARIKH 28HB SEPTEMBER, 2014  
ANTARA

SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD (No. Syarikat 49572-H)

..... Pihak Pemegang Serah Hak

DAN

NIK LUKMAN HAKIM BIN NIK OMAR (NO. KP: 790501-03-5623)

..... Pihak Penyerahhak/Pelanggan

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak di bawah Surat Ikatan Penyerahhak (Secara Sekuriti) Bertarikh 28hb September, 2014 antara Pihak Penyerahhak dan Pihak Pemegang Serah Hak adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

**AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA**

## LELONGAN AWAM

**SECARA ATAS TALIAN**

**PADA HARI RABU, 12HB OGOS, 2020 JAM 11.30 PAGI,**

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

Sebagai alternatif, 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 :** (1) Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

- (i) memeriksa hartanah tersebut
  - (ii) membuat carian hakmilik secara rasmi
  - (iii) membuat pertanyaan dari Pemaju/Pemilik dan/atau pihak berkuasa yang lain
  - (iv) mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong.
- (2) Butir ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh pihak ketiga, kami tidak dapat menentukan ketepatan dan kelengkapannya. Oleh yang demikian, ia tertakluk kepada kesilapan atau tertinggal.
- (3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan masih belum diperolehi, ia adalah tanggungjawab penawar yang berjaya untuk mendapat kebenaran/pindahmilik (jika perlu) terhadap lelongan tersebut dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan.

### **BUTIR-BUTIR HARTANAH:-**

Hakmilik Strata belum dikeluarkan  
Hakmilik Induk No. : H.S(M) 1930, PT No. 3925  
Mukim / Daerah/ Negeri : Guntong / Limbat / Kelantan  
Keluasan Lantai : 184.59 meter persegi (1,987 kaki persegi)  
No. Petak Pemaju : Petak No. 3925-2-1 Aras Dua, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir Tumbuh  
Pegangan : Pegangan pajakan  
Penjual : MSO Corporation Sdn Bhd (26615-D)  
Tuan Punya : Majlis Perbandaran Kota Bharu-Bandaraya Islam  
Pembeli/Pemilik Benefisial : Nik Lukman Hakim Bin Nik Omar (No. Kp: 790501-03-5623)  
Bebanan : Kaveat persendirian telah dimasukkan oleh Maybank Islamic Berhad and Public Islamic Bank Berhad  
**Note** : Rezab Melayu

### **LOKASI DAN KETERANGAN HARTANAH:-**

Harta tersebut adalah sebuah pejabat unit tepi yang beralamat pos No. 3925-2-1, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir Tumbuh, 16150 Kota Bahru, Kelantan.

### **HARGA RIZAB:-**

Hartanah tersebut akan dijual secara "keadaan sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM500,000.00 (RINGGIT MALAYSIA LIMA RATUS RIBU SAHAJA)** dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju dan Pihak Berkuasa yang lain, jika ada. Pembida atas talian juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com).

Semua penawar yang ingin membuat tawaran dikehendaki men deposit kepada Pelelong, 10% daripada harga rizab secara **BANK DERAH atau CASHIER'S ORDER** atas nama **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** atau melalui pemindahan perbankan atas talian kepada Pelelong, sekurang-kurangnya satu(1) hari bekerja sebelum tarikh lelongan awam. Baki wang belian hendaklah dijelaskan dalam tempoh satu ratus dan dua puluh (120) hari. Untuk pembida atas talian sila rujuk Terma & Syarat pada [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com) dengan cara pembayaran deposit.

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Ganesan & Irmohizam**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **B-8-2, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur.** (No. Ruj: GI/3415/16/SME, Tel No.: 03-2780 8080 No. Faks: 03-2714 3117 atau Pelelong yang tersebut di bawah ini:-

**EHSA 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: **NADIA/SME0021/GI**

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

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

**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 **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD (Company No. 49572-H)** (the Assignee") in the exercise of the rights and powers conferred upon the Assignee pursuant to the **Deed Of Assignment (By Way Security) Dated The 28th Day Of September, 2014** executed by **NIK LUKMAN HAKIM BIN NIK OMAR** ("the Assignor/Customer") in favour of the Assignee 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/Assignee shall be the Purchaser but the Auctioneer/Assignee 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 Assignee be put up again for sale or Assignee/Auctioneer may decide the dispute without a resale.
- 3) The Assignee be and is hereby at the liberty to bid (without having to pay any deposit whatsoever) and also to withdraw the property from sale at any time before it has been actually held for auction and either after or without declaring the reserve price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due on the said **Deed Of Assignment (By Way Security) Dated The 28th Day Of September, 2014** as at 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 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 Assignee and the property shall at the option of the Assignee/Auctioneer be put up for sale again or the Assignee/Auctioneer may decide to adjourn the auction sale to another date.
- 5) All intending bidders (excluding the Assignee) 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 **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** or **remit the same through online banking transfer, one (1) working day before auction date.** Any bidder who intends to bid on behalf of other 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 other person, body corporate or firm and he/she is authorised to sign all the necessary documents.
- 6) Immediately after the fall of the Auctioneer's hammer, the Purchaser (other than the Assignee if the Assignee is the Purchaser), shall pay to **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid in either **CASH ORDER or BANK DRAFT or remit the same through online banking transfer, one (1) working day before auction date** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.
- 7) 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 Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the deficiency in price (if any) which may result from the resale shall be recoverable from the defaulting Purchaser.
- 8) The balance of the purchase price shall be paid by the Purchaser to the Assignee/Bank or to the Assignee's Solicitors within **one hundred and twenty (120) days** from the date of auction sale by bank draft or cashier's order only.  
*Notwithstanding anything contains herein, the Assignee may on application by the Purchaser , consider extension of time to pay the balance purchase price and subject to any terms or imposition of any compensation as the Assignee deems fit. The application to request for an extension of time must be made by the Purchaser, in writing at least two (2) weeks before the completion date".*
- 9) ***The Assignee shall have the absolute right and discretion in granting and/or refusing any such application of extension of time and the Assignee may impose any such terms and conditions as the Assignee deems fit, including but not limited to the payment of interest on the unpaid balance at the rate and in the manner as determined by the Assignee in its absolute discretion.***
- 10) In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clause 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time to be fixed by the Assignee. The cost of such resale together with either the 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.
- 11) Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the approval of the Developer and any relevant authorities (if applicable), the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser assigning all the rights and benefits under the Sale and Purchase Agreement entered between the Developer of the property and the Assignor/Borrower upon the terms and conditions stipulated by the Assignee. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including any administrative or transfer cost that may be due to the Developer, the Assignee shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original or certified true copy of the Sale and Purchase Agreement and the previous Assignment (if in the possession of the Assignee). For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee.

- 12) 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.
- 13) The Purchaser shall admit the identity of the property described herein as the same 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 muniments respectively.
- 14) Apportionment on any arrears of quit rent, assessment, maintenance charges due and payable in respect of the Property including all interest on late payment (if any) **up to the date of the sale shall be paid by the Assignee upon receipt of full auction proceeds.** All such sums accruing due and payable from the date of the sale shall be borne and paid by the Purchaser. The Assignee shall not be liable to make payment or deduct from the Purchase price any outstanding utilities/bills relating to the Property namely administrative fees, sinking fund, water, electricity, telephone, gas or sewerage charges and other utilities. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for affecting the transfer of the beneficial ownership in the property to the Purchaser.

In the event that the separate document of title to the Property has been or is issued whether prior to, on or after the auction sale

a) The Assignee shall not be required to register its charge(s) nor to procure a Memorandum of Transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);

b) If there are any restrictions in interest affecting the Property, the Purchaser shall comply with the restriction in interest and ensure that the sale is completed within the time period as stipulated in Clause 8 above; and

c) i) Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause (8) above and all other moneys (if any) payable by the Purchaser in accordance with the term and conditions contained herein these Conditions Of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and/or consent as applicable from the developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be for sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required:

ii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum of Transfer, the Assignee, the Assignee's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and

iii) Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expenses (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee's solicitors for the Assignee's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office/registry until and unless the Memorandum of Transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee's solicitors for the Assignee's or the Assignee's solicitors further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the Memorandum of Transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The Memorandum of Transfer in favour of Assignor as transferee shall only be delivered to the Purchaser of the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 8 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions of Sale, the Assignee's solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the Memorandum of Transfer in favour of the Assignor as transferee and/or Memorandum of Transfer in favour of the Purchaser as transferee.

- 15) If consent (if applicable) is granted by the Developer but the terms are not agreeable by the Assignee, the Assignee may cancel the sale and proceed to refund the monies paid (less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party. The Assignee thereafter may put up the property for sale.
- 16) 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.
- 17) The Assignee 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.

- 18) 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, misstatement, omission or misdescription shall annul the sale nor shall any compensation be allowed in respect thereof.
- 19) In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault **or terminated by the Assignee at its absolute discretion for whatsoever reason**, this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.
- 20) The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities (if applicable) for consent to transfer *and/or for particulars under the Housing Development (Control & Licensing) Act 1966* and to keep the Assignee or the Assignee's Solicitors informed at all times of the development. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
- 21) The Purchaser after the payment of the balance of the purchase price shall at his own and expenses take possession of the property without obligation on the part of the Assignee or his agent to deliver vacant possession.
- 22) 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.
- 23) For the purpose of these conditions, time shall be the essence of the contract.
- 24) In the event of any discrepancy, misstatement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.
- 25) **All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the property shall pass to the Successful Purchaser on the date of auction sale.**
- 26) **The Assignee reserve the right to impose such additional terms and conditions in respect of the sale of the Property as the Assignee deems fit from time to time.**

# CONTRACT

**MEMORANDUM:** - At the sale by Public Auction held this **12<sup>th</sup> day of August, 2020** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Deed Of Assignment (By Way Security) Dated The 28th Day Of September, 2014** entered in between **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD (Company No. 49572-H)** ("the Assignee") of the one part and by **NIK LUKMAN HAKIM BIN NIK OMAR** ("the Assignor/Customer") in relation to the property identified as **Developer's Parcel No. 3925-2-1 Second Floor, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir**, bearing postal address of **No. 3925-2-1, Pusat Dagangan Taqwa, Bandar Satelit Islam Pasir Tumboh, 16150 Kota Bahru, Kelantan**, 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 Auctioneer abovenamed the sum of **RM**\_\_\_\_\_ by way of deposit and agrees to pay the balance of the purchase price and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and acknowledges receipt of the said deposit for and on behalf of **the Assignee**.

Purchase price RM .....

Deposit price RM.....

Balance Due RM.....

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

NRIC No.:- .....

Telephone No :- .....

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

NRIC No.: .....

Telephone No :- .....

Address:-.....

.....

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

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

.....  
SIGNATURE  
For Messrs **Ganesan & Irmohizam**  
SOLICITOR FOR THE ASSIGNEE

## **ONLINE TERMS AND CONDITIONS**

The Terms and Conditions specified herein shall govern all members of [www.ehsanauctioneers.com](http://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**)
- 3.12. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
- 4.8. "Standby mode" is displayed, followed by a message stating "**AUCTION STARTED**". Enter your BID by clicking "**NEXT BID**" button.
- 4.9. 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.
- 4.10. Any bid by the registered E-bidders shall not be withdrawn once entered.
- 4.11. 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**.
- 4.12. 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.
- 4.13. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 4.14. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
- 4.15. 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.
- 4.16. 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.
- 4.17. 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 immovable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immovable 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.